

CITY COUNCIL AGENDA

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

WORK SESSION
November 19, 2012
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 DEVELOPMENT SERVICES COMPLIANCE REVIEW POLICY

City Council will review the Development Review Compliance Policy prepared to comply with Senate Bill 1598 adopted by the Arizona Legislature in 2011 which sets timeframes for municipal development review processes. For information and direction only.

3 ADJOURNMENT

Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

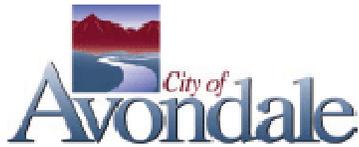
Carmen Martinez
City Clerk

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

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

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

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



CITY COUNCIL REPORT

SUBJECT:
Development Services Compliance Review Policy

MEETING DATE:
November 19, 2012

TO: Mayor and Council
FROM: Tracy Stevens, Planning Manager (623) 333-4012
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of the Development Review Compliance Policy is to bring City development review application processing procedures into compliance with the (SB) 1598 Regulatory Bill of Rights as adopted.

BACKGROUND:

In July 2011, the State adopted legislation that mandates timeframes for municipal development review processes. This bill is called by its sponsors the "Regulatory Bill of Rights." The statute applies to all procedures that produce outcomes that qualify as "licenses" defined in A.R.S. 9-831 (2) as "the whole or part of any municipal permit, certification, approval, registration, charter or similar permission required by law." Existing applicable license application review provisions shall comply with the Policy by December 31, 2012.

DISCUSSION:

The Policy applies to a variety of license application types to include site plan/design review, civil engineering plans and reports, new construction, home occupations and sign permits, among others. The Policy does not regulate rezoning applications, conditional use permits, text amendments, or general plan amendments as these are legislative actions and not subject to the state law.

A.R.S. 9-835 requires the City to have in place an administrative completeness timeframe, a substantive review timeframe, and an overall review timeframe during which the City will either grant or deny license applications.

Under the Compliance Policy process the following apply:

- If the City fails to meet the established timeframes, an application may be deemed complete despite lacking essential materials;
- Fees are refunded if an application is not timely approved or denied
- During the review period the applicant may lose the opportunity to revise the plans to support permit approval or changes in circumstances during development and;
- If the application is denied after the one-time request for more information the applicant must reapply and pay a new fee.

To ensure the City continues to provide expeditious review of applications and provide applicants with additional flexibility there is an alternative choice offered to applicants, referenced as the Flexible Policy. The Flexible Policy must be chosen and the waiver signed by the applicant at the time of application submittal. The applicant must waive any claims against the City pursuant to SB1598. Choosing this option affords the applicant and the City more opportunity to work through and resolve issues that may arise during the review process. Under the flexible application process,

applicants will have multiple opportunities to alter or amend their application and to confer with City staff for advice. This allows the applicant to adjust plans based on their own changing development circumstances over time or on suggestions by staff.

As required by A.R.S. 9-831, this Policy will supersede over any timeline as outlined in our Development Services and Engineering standard review times, and/or our Zoning Ordinance in the event of a conflict.

BUDGETARY IMPACT:

This item has no budgetary impact

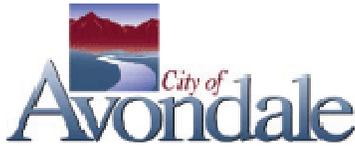
RECOMMENDATION:

For information and discussion only

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL AGENDA

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

REGULAR MEETING
November 19, 2012
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 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Work Session of November 5, 2012
2. Regular Meeting of November 5, 2012

b. SPECIAL EVENT LIQUOR LICENSE – RACEWAY ELKS - ANNIVERSARY AND CHRISTMAS PARTY

City Council will consider a request from Mr. William Veith on behalf of Raceway Elks #2852 for a special event liquor license for the Anniversary and Christmas Party to be held on December 15, 2012 from 5:00 to 11:00 p.m. at the Masonic Temple located at 1015 N 8th Street in Avondale. The Council will take appropriate action.

c. LIQUOR LICENSE TEMPORARY EXTENSION OF PREMISES - GAME TIME SPORTS GRILL

City Council will consider a request from Randy Nations for a Temporary Extension of Premises to the Series 12 Restaurant License to sell all spirituous liquors at Game Time Sports Grill located at 1729 N Dysart Road, Suites 107 - 109 in Avondale to be used in conjunction with a Tamale Festival on December 1, 2012 from 10:00 am to 6:00 pm. The Council will take appropriate action.

d. LIQUOR LICENSE SERIES 12 - ACQUISITION OF CONTROL - PEI WEI ASIAN DINER

City Council will consider a request from Joanne Zern for approval of an application for Acquisition of Control of a Series 12 Restaurant License at Pei Wei Asian Diner located at 1619 N Dysart Rd. #101 in Avondale. The Council will take appropriate action.

e. CONTRACT AWARD - ISS FACILITY SERVICES INC.

City Council award a contract ISS Facility Services Inc. to provide janitorial services for city facilities in the amount not to exceed \$233,076 annually or \$1,165,380 over a contract term of five years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

f. COOPERATIVE PURCHASING AGREEMENT - CENTIMARK CORPORATION

City Council will consider a request to approve a Cooperative Purchasing Agreement with Centimark Corporation to provide roof replacement services at the Avondale Community Center in the amount of \$77,099.16, authorize the use of funds from the Senior Nutrition Fund to fund the request, and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

g. COOPERATIVE PURCHASING AGREEMENT - M.E. SIMPSON COMPANY, INC

City Council will consider a request to approve a Cooperative Purchasing Agreement with M.E. Simpson Company, Inc. for water leak detection survey services for a maximum aggregate amount not to exceed \$72,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. COOPERATIVE PURCHASING AGREEMENT - REDBURN TIRE COMPANY

City Council will consider a request to approve a Cooperative Purchasing Agreement with Redburn Tire Company to purchase tires and tires related services for a maximum aggregate amount not to exceed \$250,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. PROFESSIONAL SERVICES AGREEMENT - ARCADIS US, INC. FOR WATER/SEWER INFRASTRUCTURE MASTER PLAN UPDATE

City Council will consider a request to approve a Professional Services Agreement with ARCADIS US, Inc. to provide services pertaining to a Water/Sewer Infrastructure Master Plan Update in the amount of \$149,914, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. CONSTRUCTION CONTRACT AWARD - LOW MOUNTAIN CONSTRUCTION, INC.

City Council will consider a request to award a construction contract to Low Mountain Construction, Inc. in the amount not to exceed \$750,000 for the construction of residential units on Hill Drive and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. ORDINANCE 1501-1112 - RIGHT-OF-WAY ACQUISITION - RILEY DR. AND DYSART RD.

City Council will consider an ordinance accepting the dedication of right-of-way for portions of Dysart Road and Riley Drive from the Agua Fria High School District No. 216 and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

l. ORDINANCE 1502-1112 - RIGHT-OF-WAY ACQUISITION - HILL DRIVE ALLEY

City Council will consider an ordinance authorizing the dedication, purchase or condemnation of a portion of an alley south of Hill Drive west of 5th Street and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

4 PUBLIC HEARING – ZONING EXTENSION FOR AVONDALE LIVE PAD (PL-12-0185)

City Council will hold a public hearing and consider a request by Mr. Michael J. Curley, Earl, Curley & Lagarde P.C., on behalf of Harbor Properties LLC, an Illinois Limited Liability Company, for a one year extension of the PAD zoning for Avondale Live, located on approximately 62 acres of land north of the northwest corner of 99th Avenue and McDowell Road. The Council will take appropriate action.

5 RESOLUTION 3083-1112 - DEVELOPMENT AGREEMENT WITH LENNAR ARIZONA, INC. AND DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION

City Council will consider a resolution approving a Development Agreement with the Desert Springs Village Homeowners Association and Lennar Arizona, Inc. that will allow for the acquisition of 12 vacant lots and portions of two landscaping tracts within the Desert Springs Village subdivision for \$180,000 and authorize the Mayor or City Manager and City Clerk to execute the agreement. The Council will take appropriate action.

6 ADJOURNMENT

Respectfully submitted,



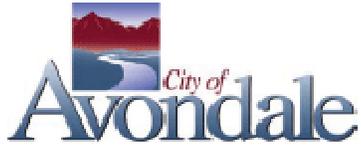
Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
November 19, 2012

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

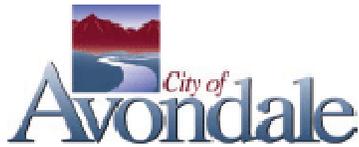
PURPOSE:

1. Work Session of November 5, 2012
2. Regular Meeting of November 5, 2012

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Special Event Liquor License – Raceway Elks -
Anniversary and Christmas Party

MEETING DATE:

November 19, 2012

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending approval of a request for a special event liquor license from Mr. William Veith on behalf of Raceway Elks #2852 for their Anniversary and Christmas Party to be held on Saturday, December 15, 2012 from 5:00 pm to 11:00 pm at the Masonic Temple located at 1015 N 8th Street in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for a special event liquor license from Mr. William Veith, representing the Raceway Elks #2852, to be used in conjunction with a charitable fundraiser.

This event will be held on Saturday, December 15, 2012 from 5:00 p.m. to 11:00 p.m., at the Masonic Temple.

The required fee has been paid. Staff has determined that the applicant is not requesting any city support other than normal city services. The Police, Fire, Development Services and Finance Departments 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 restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. William Veith, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant - The Police Department have reviewed the security plan and have determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. The most recent event held in October of 2012 revealed no neighborhood disturbances
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last six hours
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 80
13. Music will be provided by a disc jockey that will use his own sound amplification system

14. Per the Police Department, traffic control measures will not be necessary

RECOMMENDATION:

Staff is recommending approval of a request for a special event liquor license from Mr. William Veith on behalf of Raceway Elks #2852 for their Anniversary and Christmas Party to be held on Saturday, December 15, 2012 from 5:00 pm to 11:00 pm at the Masonic Temple located at 1015 N 8th Street in Avondale.

ATTACHMENTS:

Click to download

[Application](#)

[Review](#)

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 7 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 THE SPECIAL EVENT LIQUOR SALES.

Name RACBWAY ELKS LODGE # 2852 100%
Percentage
Address 1015 N. 8th ST. AVONDALE, AZ 85323

Name _____ Percentage _____
Address _____
(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

THE OFFICERS OF THE ELKS WILL CHECK MEMBERSHIP CARDS AT THE GATE + DOOR SINCE ONLY MEMBERS WILL ATTEND

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

Name of Business () Phone Number

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

SPECIAL EVENT LICENSED PREMISES DIAGRAM
 (This diagram 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.

N

BDuncan@DuncanCoorArchitects.Com

DDCA

DUNCAN-COOR ARCHITECTS, LLC
 3723 W BARNES LANE PHOENIX, AZ 85051

Direct: 602.841.1284
 Cell: 602.478.3378
 Fax: 602.841.7517

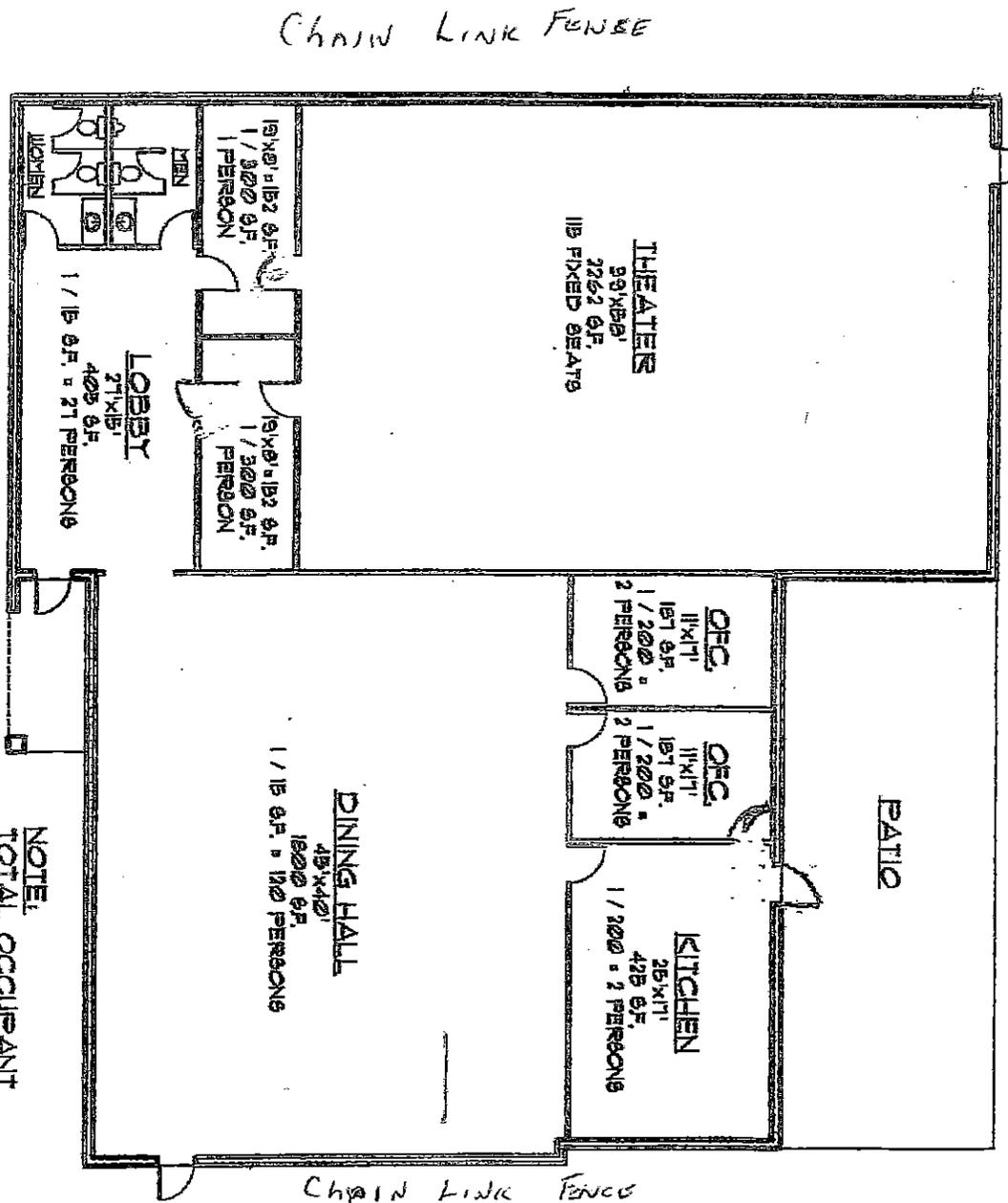
Bill Duncan
 Principal
 Project Manager



FLOOR PLAN

ADDRESS:
 1015 N. 84th ST.
 AVONDALE, AZ 85323

NOTE:
 TOTAL OCCUPANT
 LOAD = 270

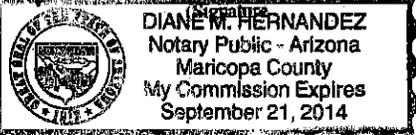


FENCE

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

18. I, DAVID A. ELIA, 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 Wanda Pina CHAIRPERSON 11-8-12 (623)925-1715
 (Print full name) (Title/Position) (Date) (Phone #)

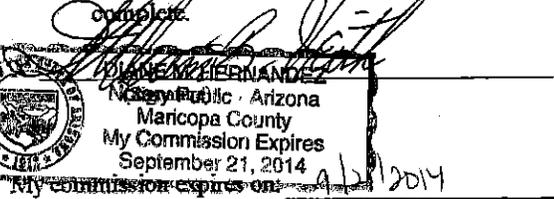


State of ARIZONA County of Maricopa
 The foregoing instrument was acknowledged before me this
8th November 2012
 Day Month Year

My Commission expires on: 9/21/2014 Diane M. Hernandez
 (Date) (Signature of NOTARY PUBLIC)

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

19. I, William B. Veith, 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.



State of ARIZONA County of Maricopa
 The foregoing instrument was acknowledged before me this
8th November 2012
 Day Month Year

My Commission expires on: 9/21/2014 Diane M. Hernandez
 (Date) (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, _____ hereby recommend this special event application
 (Government Official) (Title)
 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)



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS LODGE #2852

EVENT ADDRESS: 1015 N. 8TH STREET

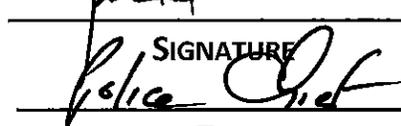
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: ANNIVERSARY/CHRISTMAS PARTY -DINNER

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



SIGNATURE


TITLE

10/24/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19TH, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 29TH, 2012



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS LODGE #2852

EVENT ADDRESS: 1015 N. 8TH STREET

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

PURPOSE OF EVENT: ANNIVERSARY/CHRISTMAS PARTY -DINNER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Jane Y. Jom

SIGNATURE
Fire Inspector

TITLE

10/30/12

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19TH, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 29TH, 2012



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS LODGE #2852

EVENT ADDRESS: 1015 N. 8TH STREET

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

PURPOSE OF EVENT: ANNIVERSARY/CHRISTMAS PARTY -DINNER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

10/24/12
DATE

Sr. Building Plans Examiner
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19TH, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 29TH, 2012



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATION'S NAME: RACEWAY ELKS LODGE #2852

EVENT ADDRESS: 1015 N. 8TH STREET

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

PURPOSE OF EVENT: ANNIVERSARY/CHRISTMAS PARTY-DINNER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

William Veith
SIGNATURE
Zoning Specialist
TITLE

10/29/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19TH, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 29TH, 2012



DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 29, 2012

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist 623-333-4022

SUBJECT: Raceway Elks – Christmas Dinner Dance Charitable Fundraiser
Series 15 Liquor License – Special Event Liquor License
1015 N 8th St

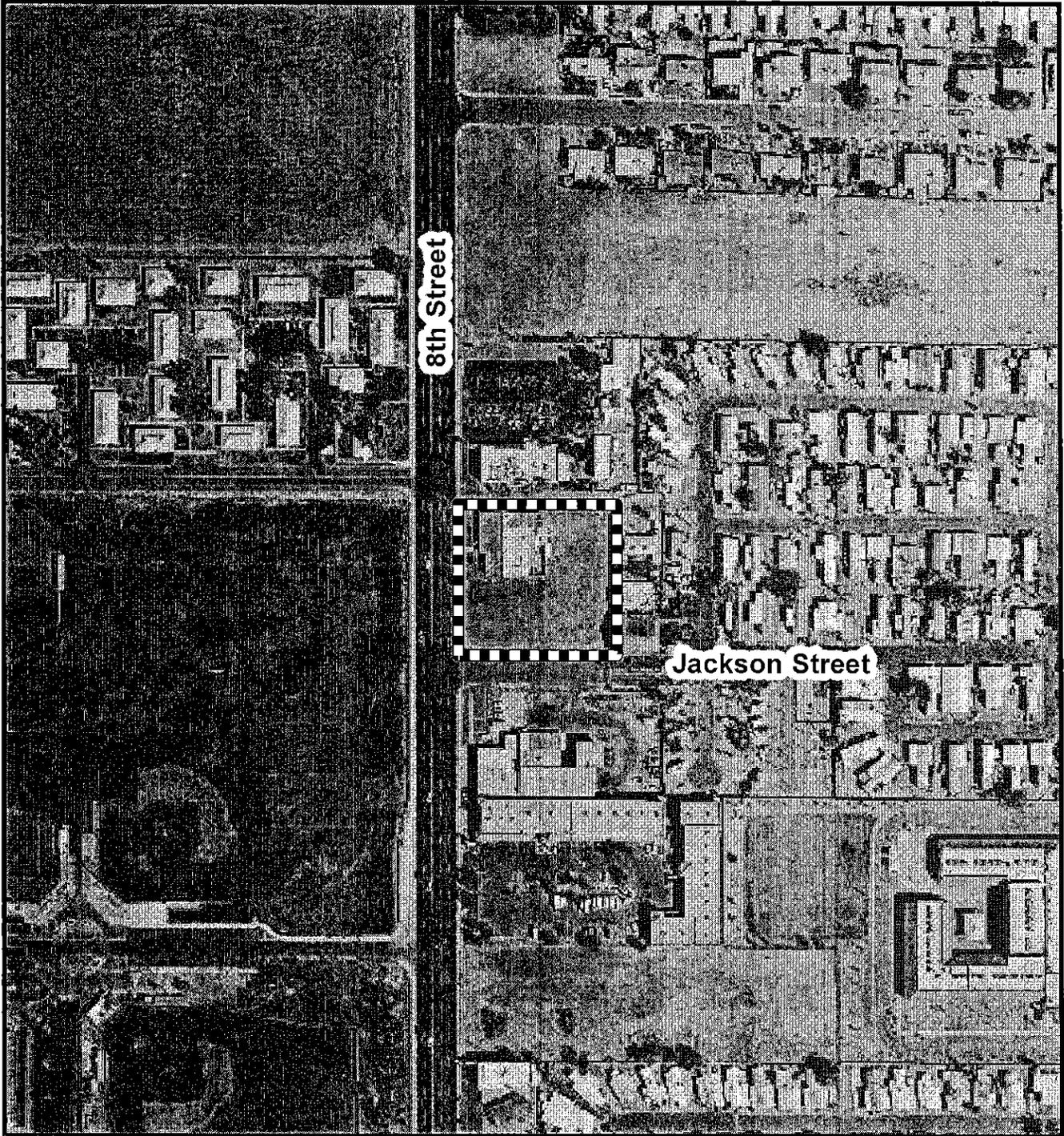
The site is located on the northeast corner of 8th Street and Jackson Street. The building is existing.

A Series 15 Liquor License is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Commercial. The site is currently zoned Community Commercial (C-2). A social/private club is permitted with conditions within the C-2 zoning district.

Staff recommends approval of this request.

Attachment: 2012 Aerial Photography
Zoning Vicinity Map



8th Street

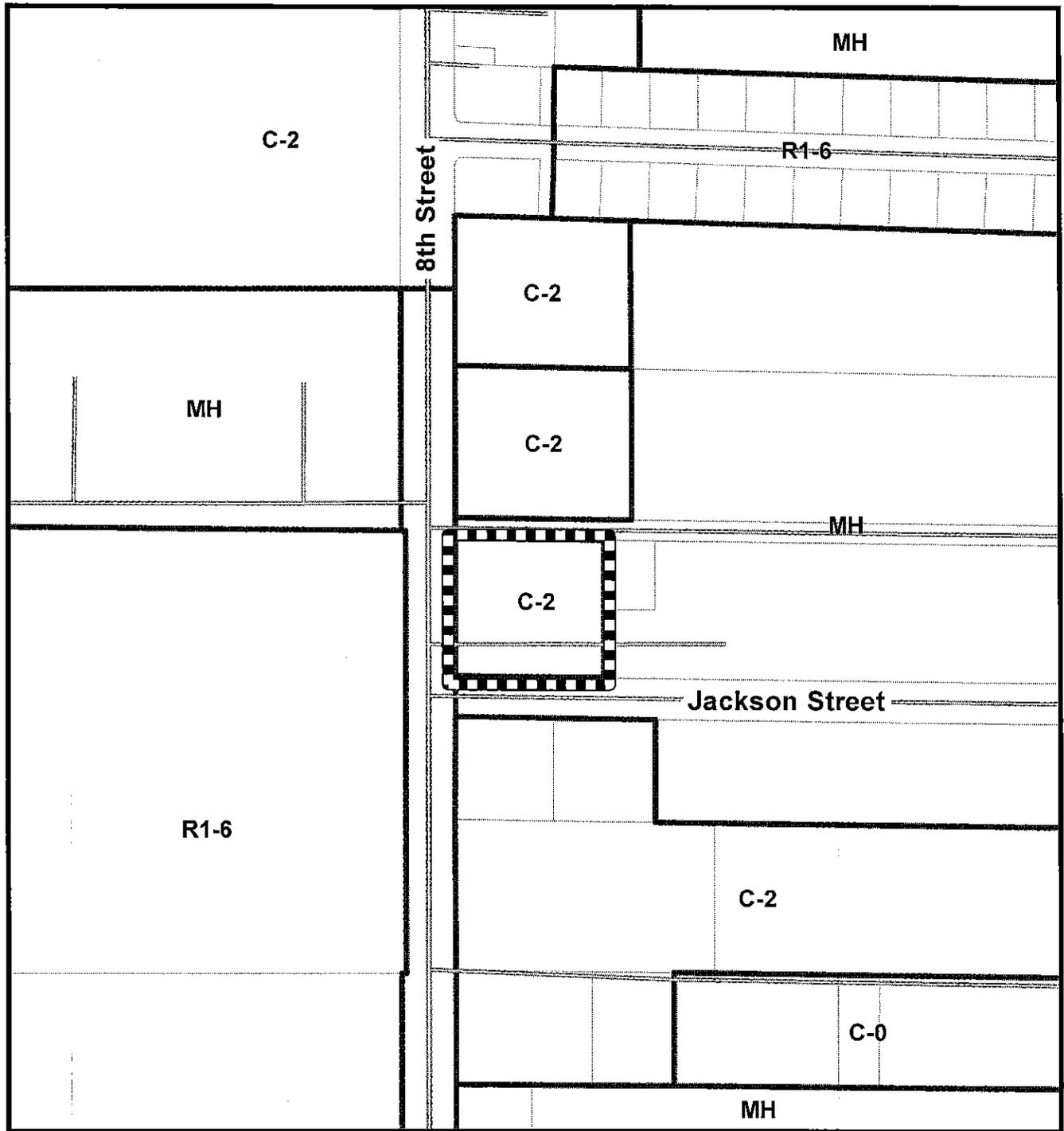
Jackson Street

2012 AERIAL MAP



Subject Property





Zoning Vicinity Map



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS LODGE #2852

EVENT ADDRESS: 1015 N. 8TH STREET

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

PURPOSE OF EVENT: ANNIVERSARY/CHRISTMAS PARTY -DINNER

DEPARTMENTAL COMMENTS:

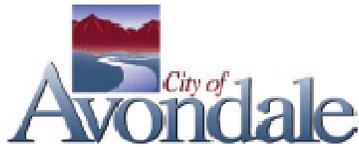
No Business license

- APPROVED
 DENIED

Joan Rinon
SIGNATURE
Revenue Collector
TITLE

10/23/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19TH, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 29TH, 2012



CITY COUNCIL REPORT

SUBJECT:

Liquor License Temporary Extension of Premises -
Game Time Sports Grill

MEETING DATE:

November 19, 2012

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending approval of a request from Randy Nations for a Temporary Extension of Premises to the Series 12 Restaurant License to sell all spirituous liquors at Game Time Sports Grill located at 1729 N Dysart Road, Suites 107 - 109 in Avondale to be used in conjunction with a Tamale Festival on December 1, 2012 from 10:00 am to 6:00 pm.

DISCUSSION:

Staff has received an application from Mr. Randy Nations for a Temporary Extension of Premises to the Series 10 Restaurant License to sell all spirituous liquors at Game Time Sports Grill to be used in conjunction with a Tamale Festival. The event will include six to eight tamale vendors, crafters, folklorico dancers and performances by local bands.

The security plan for the event calls for five security guards. The Police Department is recommending approval of the application conditional upon the hiring of two additional off-duty police officers between 10:00 am and 6:00 pm.

The Planning, Fire and Finance Departments have reviewed the application and are recommending approval.

RECOMMENDATION:

Staff is recommending approval of a request from Randy Nations for a Temporary Extension of Premises to the Series 12 Restaurant License to sell all spirituous liquors at Game Time Sports Grill located at 1729 N Dysart Road, Suites 107 - 109 in Avondale to be used in conjunction with a Tamale Festival on December 1, 2012.

ATTACHMENTS:

Click to download

- [Application](#)
- [Departmental Review](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL 10-02-12 PM 01:48 Knf

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

Date payment received _____
 CSR Initials _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service – List specific purpose for change: _____

Temporary change for date(s) of: ___/___/___ through ___/___/___ List specific purpose for change: _____

A Tamale Festival December 1st 2012

- Licensee's Name: Nations Randy D.
Last First Middle
- Mailing Address: _____
City State Zip
- Business Name: GAME TIME SPORTS GRILL LICENSE #: 12077305
- Business Address: 1729 N DYSART DR #107-109 Avondale Maricopa AZ 85323
City COUNTY State Zip
- Business Phone: (623) 535-7117 Residence Phone: (_____) _____
- Do you understand Arizona Liquor Laws and Regulations? YES NO Fax #: (480) 730-2676
- Have you received approved Liquor Law Training? NO YES If so, when does your Certificate expire? Certified Trajher
- What security precautions will be taken to prevent liquor violations in the extended area? 2-4 Off Duty Officers, 8 Additional Security Guards
- Does this extension bring your premises within 300 feet of a church or school? YES NO
- IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.**

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: _____

Investigation Recommendation Approval Disapproval by: _____ Date: ___/___/___

******After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

(Authorized Signature) (Title) (Agency)

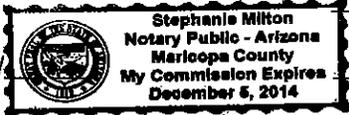
I, Randy D. Nations, being first duly sworn upon oath, hereby depose, swear and declare, (Print full name)
 under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

State of Arizona County of Maricopa
 SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date

[Signature]
(Signature of Owner or Agent)

1st October 2012
Day Month Year

My commission expires on: _____



[Signature]
(Signature of NOTARY PUBLIC)

Investigation Recommendation Approval Disapproval by: _____ Date: ___/___/___

Director Signature required for Disapprovals _____ Date: ___/___/___



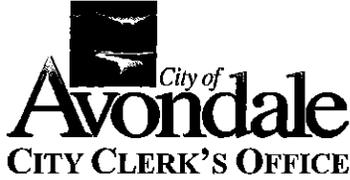
2012 Aerial Photograph



Game Time Sports Grill



Temporary Extension of Premises



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE DEPARTMENT

APPLICANT'S NAME: RANDY D. NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 N. DYSART DR. #107-109

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EXTENSION: TAMALE FESTIVAL/ DECEMBER 1ST

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



 SIGNATURE
 Chief of Police

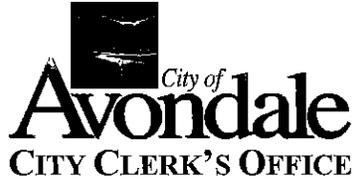
 TITLE

10/30/12

 DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19, 2012

*10 San...
10/30/12*



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

DEVELOPMENT SERVICES

FINANCE DEPARTMENT

APPLICANT'S NAME: RANDY D. NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 N. DYSART DR. #107-109

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EXTENSION: TAMALE FESTIVAL/ DECEMBER 1ST

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Valorie Russell

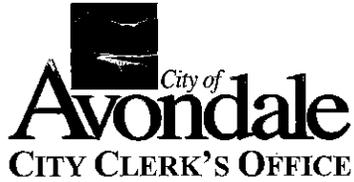
SIGNATURE

Fire Inspector

TITLE

11/5/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19, 2012



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE DEPARTMENT

APPLICANT'S NAME: RANDY D. NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 N. DYSART DR. #107-109

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EXTENSION: TAMALE FESTIVAL/ DECEMBER 1ST

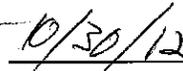
DEPARTMENTAL COMMENTS:

APPROVED

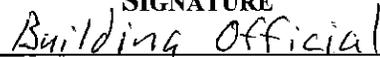
DENIED



SIGNATURE

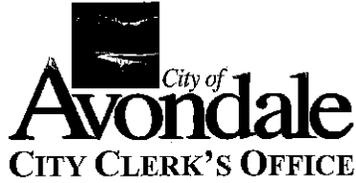


DATE



TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19, 2012



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

DEVELOPMENT SERVICES

FINANCE DEPARTMENT

APPLICANT'S NAME: RANDY D. NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 N. DYSART DR. #107-109

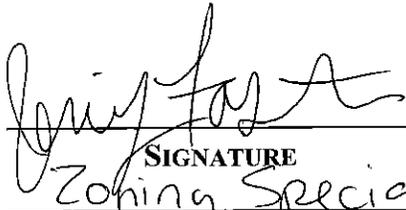
CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EXTENSION: TAMALE FESTIVAL/ DECEMBER 1ST

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



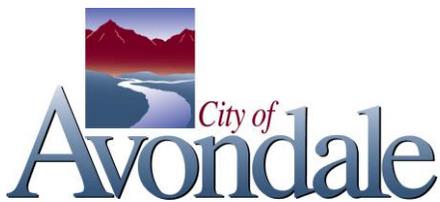
SIGNATURE
Zoning Specialist

TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 1, 2012



DEVELOPMENT SERVICES

MEMORANDUM

DATE: November 5, 2012

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist (623) 333-4022

SUBJECT: Game Time Sports Grill Temporary Extension of Premises
1729 N Dysart Rd #107-109

The site is located within the Alameda Crossing shopping center at northeast corner of Dysart Road and McDowell Road. The building is existing.

The business owner currently has a Series 12 Restaurant Liquor License that was approved in October 2007. They are requesting to temporarily extend the premises of their current liquor license to include a portion of the parking lot for the evening of December 1, 2012, for an outside event. Setup and teardown for the event will occur on the day of the event. The property will be restored to its original condition.

A Series 12 (Restaurant) liquor license is exempt from any separation requirements from churches, schools, or fenced school recreational areas. There are no zoning or separation issues with the site.

The General Plan designates the property as Local Commercial. The subject property is located within the Palm Valley Planned Area Development (PAD), which allows Community Commercial (C-2) uses. A restaurant is a permitted use in the C-2 Zoning District.

Staff recommends approval of this request.

Attachment: 2012 Aerial Photo
Zoning Vicinity Map



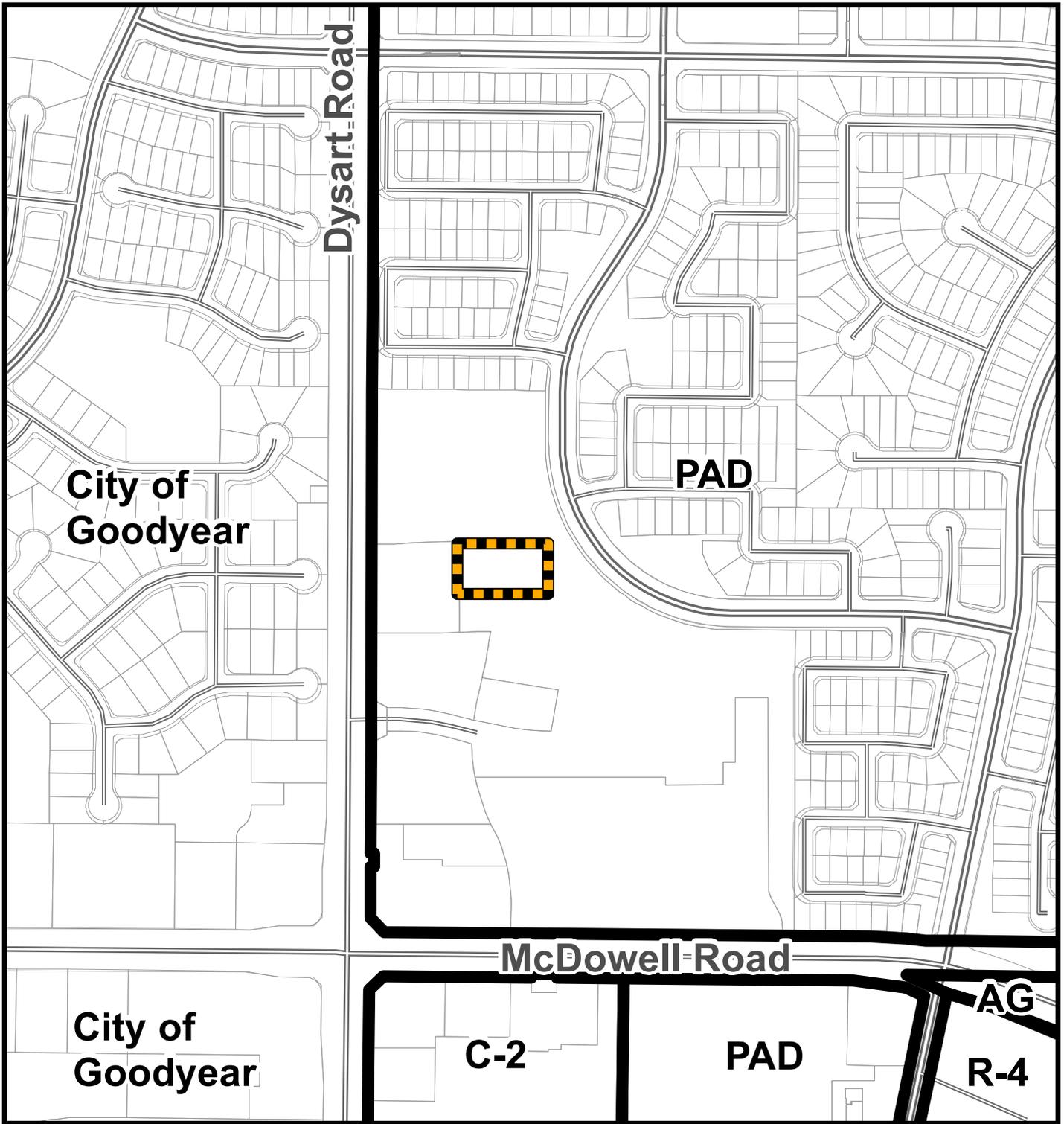
2012 Aerial Photograph



Game Time Sports Grill



Temporary Extension of Premises

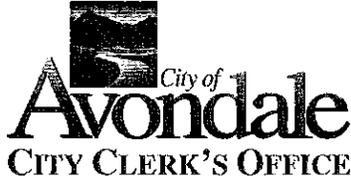


Zoning Vicinity Map



Game Time Sports Grill
Temporary Extension of Premises





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE DEPARTMENT

APPLICANT'S NAME: RANDY D. NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 N. DYSART DR. #107-109

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EXTENSION: TAMALE FESTIVAL/ DECEMBER 1ST

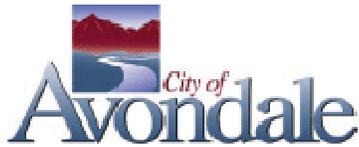
DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Yoreen Amador
SIGNATURE
Revenue Collector
TITLE

10/30/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19, 2012



CITY COUNCIL REPORT

SUBJECT:

Liquor License Series 12 - Acquisition of Control -
Pei Wei Asian Diner

MEETING DATE:

November 19, 2012

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending approval of an application for Acquisition of Control of a Series 12 Restaurant License at Pei Wei Asian Diner located at 1619 N Dysart Rd. #101 in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Joanne Zern for acquisition of a Series 12 Restaurant License at Pei Wei Asian Diner due to changes in the corporate structure of the company. The required fees totaling \$1,3540.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted at the location for the required period of time starting October 30, 2012 and a notice was published in the West Valley View on November 9 and November 13, 2012. No comments have been received.

The Development Services, Police, and Fire Departments have reviewed the application and are recommending approval. While not required by the ordinance, the application was also reviewed by the Finance Department which has determined that the business is in good financial standing with the City. Department comments are attached.

RECOMMENDATION:

Staff recommends approval of an application for Acquisition of Control of a Series 12 Restaurant License at Pei Wei Asian Diner located at 1619 N Dysart Rd. #101 in Avondale.

ATTACHMENTS:

Click to download

- [Application](#)
- [Departmental Review](#)
- [Posting photos](#)
- [Vicinity map](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/31180>



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

SERIES 12: RESTAURANT LICENSE

APPLICANT'S NAME: JOANNE KAREN ZERN

BUSINESS NAME: PEI WEI ASIAN DINER, LLC

BUSINESS ADDRESS: 1619 N. DYSART ROAD # 101

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

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

SIGNATURE

TITLE

Police Chief

10/25/12

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **Nov. 19, 2012**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **OCT.31, 2012**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

SERIES 12: RESTAURANT LICENSE

APPLICANT'S NAME: JOANNE KAREN ZERN

BUSINESS NAME: PEI WEI ASIAN DINER, LLC

BUSINESS ADDRESS: 1619 N. DYSART ROAD # 101

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

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Valorie Russell

SIGNATURE

10/25/12

DATE

Fire Inspector

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 19, 2012

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT.31, 2012



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

SERIES 12: RESTAURANT LICENSE

APPLICANT'S NAME: JOANNE KAREN ZERN

BUSINESS NAME: PEI WEI ASIAN DINER, LLC

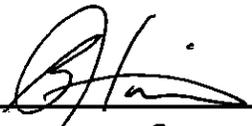
BUSINESS ADDRESS: 1619 N. DYSART ROAD # 101

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

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

SR. PLANS EXAMINER

TITLE

10/25/12

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **NOV. 19, 2012**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **OCT.31, 2012**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

SERIES 12: RESTAURANT LICENSE

APPLICANT'S NAME: JOANNE KAREN ZERN

BUSINESS NAME: PEI WEI ASIAN DINER, LLC

BUSINESS ADDRESS: 1619 N. DYSART ROAD # 101

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Jean
SIGNATURE
Zoning Specialist
TITLE

10/29/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 19, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT. 31, 2012



DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 29, 2012

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist (623) 333-4022

SUBJECT: Acquisition of Control for Existing Series 12 Liquor License
Pei Wei Asian Diner LLC
1619 N Dysart Rd #101

The site is located north of the northeast corner of Dysart Road and McDowell Road within the Alameda Crossing shopping center. The building is existing.

The General Plan designates the property as Local Commercial. The subject property is located within the Palm Valley Planned Area Development (PAD), which allows Community Commercial (C-2) uses. A restaurant is a permitted use in the C-2 Zoning District.

A Series 12 (Restaurant) liquor license is exempt from any separation requirements from churches, schools, or fenced school recreational areas. There are no zoning or separation issues with the site. A Series 12 liquor license was approved by City Council in February 2006.

Staff recommends approval of this request.

Attachment: 2012 Aerial Photo
Zoning Vicinity Map



2012 Aerial Photograph



Pei Wei Asian Diner LLC



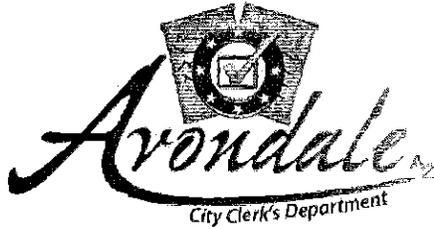


Zoning Vicinity Map



Pei Wei Asian Diner LLC





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- DEVELOPMENT SERVICES

SERIES 12: RESTAURANT LICENSE

APPLICANT'S NAME: JOANNE KAREN ZERN

BUSINESS NAME: PEI WEI ASIAN DINER, LLC

BUSINESS ADDRESS: 1619 N. DYSART ROAD # 101

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

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED

Lozen Pinnor
SIGNATURE
Revenue Collector
TITLE

10/24/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 19, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT.31, 2012

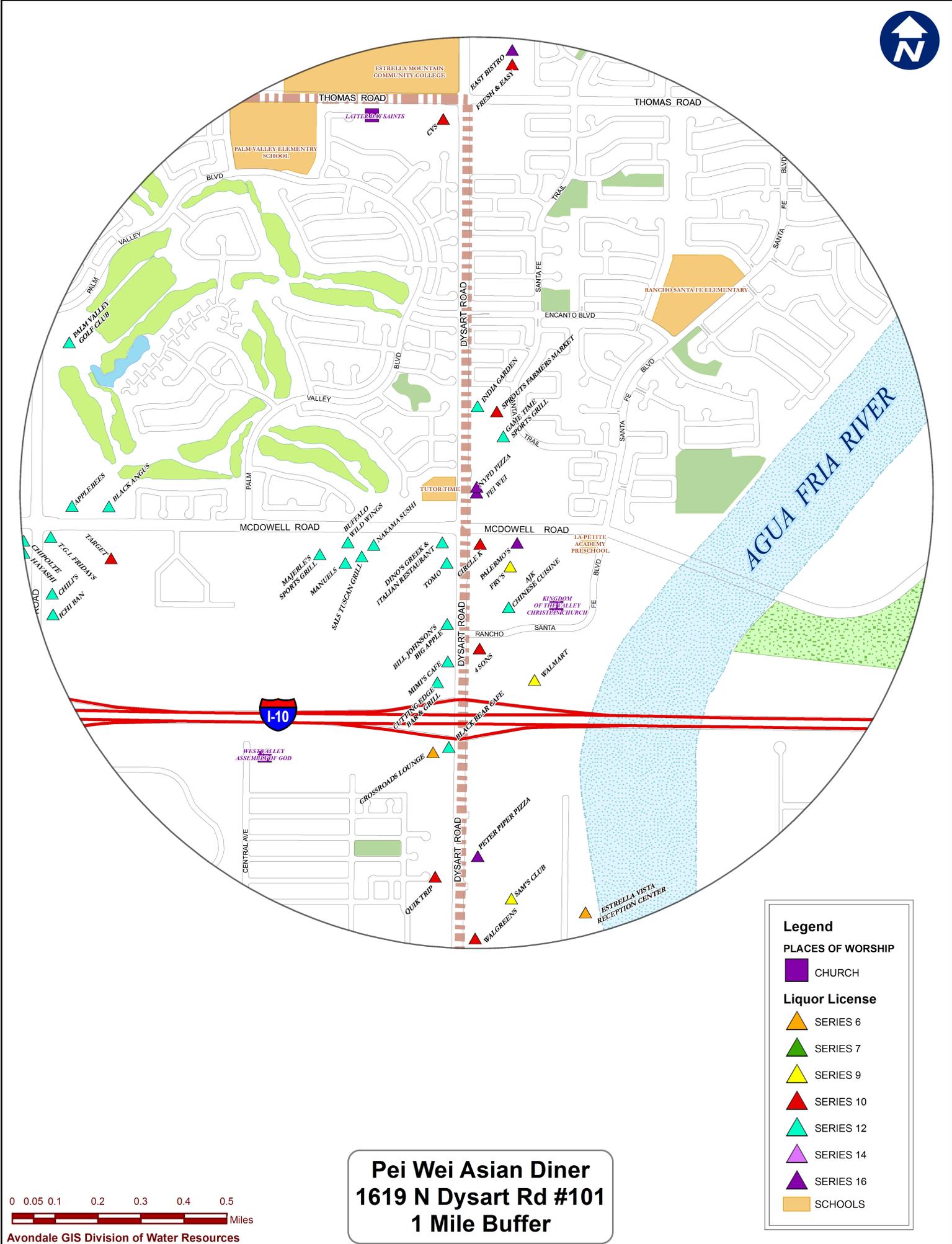


PEI WEI

ASIAN DINER

10.30.2012 11:50





Pei Wei Asian Diner
1619 N Dysart Rd #101
1 Mile Buffer

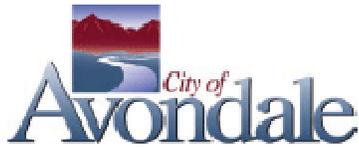
Legend

PLACES OF WORSHIP

- CHURCH (Purple square)

Liquor License

- SERIES 6 (Yellow triangle)
- SERIES 7 (Green triangle)
- SERIES 9 (Light green triangle)
- SERIES 10 (Red triangle)
- SERIES 12 (Cyan triangle)
- SERIES 14 (Purple triangle)
- SERIES 16 (Dark purple triangle)
- SCHOOLS (Orange polygon)



CITY COUNCIL REPORT

SUBJECT:

Contract Award - ISS Facility Services Inc.

MEETING DATE:

November 19, 2012

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with ISS Facility Services Inc. to provide janitorial services for city facilities in the amount not to exceed \$233,076 annually or \$1,165,380 over a contract term of five (5) years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

DISCUSSION:

The City's current Janitorial services contract has reached full maturity and pursuant to the terms of the contract is continuing on a month to month basis until the City of Avondale successfully acquires a new contractor for Janitorial services. The current janitorial service includes daily workday cleaning for all occupied and operated City of Avondale facilities, including buildings and well sites.

The Finance Department issued an Invitation for Bid (IFB) for janitorial services on September 4, 2012. The city received six (6) bids. After reviewing the bids, procurement staff identified ISS Facility Services Inc. as the lowest responsive bidder.

The term of the contract will be for one (1) year. After expiration of the initial term, this agreement may be renewed for up to four (4) successive one-year terms.

BUDGETARY IMPACT:

The contract amount will not exceed \$233,076 annually or \$1,165,380 over the entire length of the contract. Funding for this agreement has been approved and allocated through the Parks, Recreation, and Libraries budget; Building Maintenance budget line item 5420-6320 (Contractual Maintenance Building & Grounds).

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with ISS Facility Services Inc. to provide janitorial services for city facilities in the amount not to exceed \$233,076 annually or \$1,165,380 over a contract term of five (5) years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

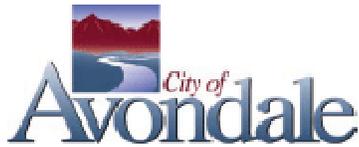
Click to download

[Tabulation Sheet](#)

	Facilities	Flagship		GCA Services Group		ISS		Merchants		Pivot DBA Landmark		Varsity
		Est. Mo. Hours	Monthly Pricing	Est. Mo. Hours	Monthly Pricing	Est. Mo. Hours	Monthly Pricing	Est. Mo. Hours	Monthly Pricing	Est. Mo. Hours	Monthly Pricing	
1	Avondale Community Center	63	\$845.00	61	\$945.00	65	\$1,385.00	54	\$1,450.00	68.6	\$1,247.12	DQ *
2	Cashion Police Sub Station	47	\$650.00	16	\$352.00	32	\$510.00	22	\$565.00	33.4	\$565.31	DQ *
3	City Hall	293	\$4,065.00	321	\$4,692.00	208	\$3,225.00	244	\$3,250.00	299	\$3,258.18	DQ *
4	Police Headquarters	136	\$2,023.00	119	\$1,780.00	242	\$1,925.00	148	\$2,000.00	151.2	\$2,002.30	DQ *
5	Court	109	\$1,325.00	59	\$919.00	35	\$940.00	44	\$1,015.00	55.7	\$1,019.48	DQ *
6	Fire Station 171	14	\$199.50	34	\$572.00	15	\$125.00	22	\$500.00	15.3	\$165.38	DQ *
7	Fire Station 172	48	\$775.00	102	\$1,499.00	76	\$1,175.00	76	\$1,250.00	76.2	\$1,254.50	DQ *
8	Fire Station 173	45	\$700.00	95	\$1,232.00	50	\$420.00	22	\$450.00	24.3	\$250.23	DQ *
9	Public Safety 174	45	\$700.00	133	\$1,754.00	50	\$400.00	22	\$1,030.00	92.4	\$1,040.18	DQ *
10	Waste Water Plant	35	\$485.00	33	\$541.00	45	\$425.00	22	\$505.00	47	\$507.10	DQ *
11	MOSC	124	\$1,800.00	92	\$1,423.00	70	\$1,675.00	61	\$1,750.00	144.3	\$1,751.22	DQ *
12	Fleet services	69	\$975.00	21	\$429.00	17	\$475.00	17	\$550.00	35.9	\$55.66	DQ *
13	Care First Facility	59	\$750.00	48	\$767.00	43	\$340.00	44	\$600.00	46.9	\$414.12	DQ *
14	Sam Garcia Library	91	\$1,225.00	86	\$1,205.00	78	\$1,480.00	78	\$1,550.00	108.2	\$1,548.71	DQ *
15	Police Sub Station	38	\$565.00	49	\$737.00	38	\$575.00	46	\$625.00	32.4	\$624.03	DQ *
16	Police Jail	53	\$680.00	33	\$541.00	45	\$651.00	30	\$708.00	46.9	\$708.82	DQ *
17	Civic Center Library	193	\$2,810.00	196	\$2,453.00	130	\$2,025.00	157	\$2,100.00	165.4	\$2,092.33	DQ *
18	Coldwater Well	6	\$75.00	1	\$67.00	2	\$93.00	2	\$110.00	1.7	\$112.04	DQ *
19	Baker Well	6	\$75.00	2	\$77.00	2	\$93.00	2	\$110.00	1.6	\$112.04	DQ *
20	Del Rio Well	6	\$75.00	2	\$75.00	2	\$93.00	2	\$110.00	1.6	\$112.04	DQ *
21	Garden Lakes Well	6	\$75.00	2	\$77.00	2	\$93.00	2	\$110.00	1.6	\$112.04	DQ *
TOTALS		1486	\$20,872.50	1505	\$22,137.00	1247	\$18,123.00	1117	\$20,338.00	1449.6	\$18,952.83	DQ *
Annual Estimate		\$250,470.00		\$265,644.00		\$217,476.00		\$244,056.00		\$227,433.96		
Submittal Requirements												
Sealed Bid-Labeled		Yes		Yes		Yes		Yes		Yes		Yes
Complete Copy of IFB		Yes		Yes		Yes		Yes		Yes		No
Complete Addendum 1		Yes		Yes		Yes		Yes		Yes		No
Complete Addendum 2		Yes		Yes		Yes		Yes		Yes		No
Signed Offer Sheet		Yes		Yes		Yes		Yes		Yes		Yes
License(s)		Yes		Yes		Yes		Yes		Yes		Yes
Complete References		Yes		Yes		Yes		Yes		Yes		Yes
Key Personnel Information		Yes		Yes		Yes		Yes		Yes		Yes

Lowest Responsive Bidder

*Disqualified for non-compliance



CITY COUNCIL REPORT

SUBJECT:

Cooperative Purchasing Agreement - Centimark Corporation

MEETING DATE:

November 19, 2012

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Centimark Roofing to provide roof replacement services at the Avondale Community Center in the amount of \$77,099.16, authorize the use of funds from the Senior Nutrition Fund to fund the request, and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

DISCUSSION:

The Avondale Community Center at 1007 S. Third Street is in need of a roof replacement. The roof leaks in numerous sections and temporary repairs would meet or exceed the replacement cost. The city of Avondale wishes to enter into a Professional Services Agreement with Centimark roofing to perform the roof replacement services. Centimark Roofing has performed three other successful re-roofing projects for the City of Avondale.

Staff evaluated the Mohave cooperative contract #09A-CTMK-0416 for roofing services with Centimark Roofing and determined that this contract fully meets the city of Avondale's requirements for roofing services at the Avondale Community Center. The term of the agreement will be from the date the agreement is signed by both parties until May 19, 2013.

BUDGETARY IMPACT:

The contract amount will not exceed \$77,099.16 over the entire length of the contract. Funding for this agreement is available through the PRLD Senior Nutrition Fund Account 202. The Senior Nutrition Fund is projected to end the 2012-13 fiscal year with a balance of approximately \$121,000 which is primarily an accumulation of general fund transfers to the fund for the City's share of the senior program costs. Staff is recommending that Council authorize the use of these funds for the requested renovations.

RECOMMENDATION:

Staff recommends that that the City Council approve a Professional Services Agreement with Centimark Roofing to provide roof replacement services at the Avondale Community Center in the amount of \$77,099.16, authorize the use of funds from the Senior Nutrition Fund to fund the request, and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

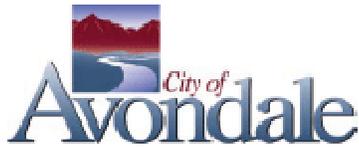
Click to download

[Professional Services Agreement - Centimark Corporation](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/31190>



CITY COUNCIL REPORT

SUBJECT:

Cooperative Purchasing Agreement - M.E.
Simpson Company, Inc

MEETING DATE:

November 19, 2012

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director 623-333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with M.E. Simpson Company, Inc. for water leak detection survey services for a maximum aggregate amount not to exceed \$72,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, the City of Tempe entered into a contract with M.E. Simpson Company for water leak detection survey services. The initial term of the contract is in effect until September 2013 and provides for (2) successive one-year renewal options. The contract contains cooperative use language which extends the use of the contracts to other municipalities.

M.E. Simpson Company is a current registered vendor with the City and has satisfactorily provided leak detection services to the City of Avondale in the past. Staff is seeking authorization to enter into a cooperative purchasing agreement and to renew the agreement subject to the terms and conditions in the agreement.

DISCUSSION:

The Arizona Department of Water Resources is tasked with managing our arid state's limited water resources. As part of their regulations they have adopted the Third Management Plan which defines water management goals and strategies for each of the state's active management areas (AMA).

The City of Avondale is within the Phoenix AMA and is required to accurately account for water supplies and usage. The Third Management Plan further defines the maximum allowable lost and unaccounted for water. Lost and unaccounted for water can be from unauthorized or unmetered connections or from aging and leaking infrastructure. The limit set for water loss is 20%. The City of Avondale is well under that number, currently at 5%.

The leak detection survey plays a key role in maintaining compliance and minimizing the loss of water. The water distribution leak survey is designed to pinpoint areas of leaks in the distribution system. Trained technicians will use the latest state of the art listening equipment and leak correlators to conduct the leak survey program, the location of leaks will be documented and scheduled for repair.

BUDGETARY IMPACT:

Staff estimates approximately \$24,000 in expenditures for leak detection services per fiscal year, for a cumulative total over the contract period not to exceed \$72,000, subject to budget approval. Funding is available in the approved City budget.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with M.E. Simpson Company, Inc. for water leak detection survey services for a maximum aggregate amount not to exceed \$72,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

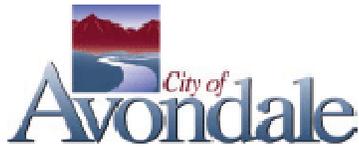
Click to download

[Cooperative Purchasing Agreement - M.E. Simpson Company Inc](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/31189>



CITY COUNCIL REPORT

SUBJECT:

Cooperative Purchasing Agreement - Redburn Tire Company

MEETING DATE:

November 19, 2012

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director, 623-333-4400

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Redburn Tire Company to purchase tires and tires related services for a maximum aggregate amount not to exceed \$250,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, the Western States Cooperative Purchasing Alliance (WSCA) entered into a contract with Bridgestone Americas Tire Operations, LLC to supply tires and tire related services through its authorized local dealers. Redburn Tire Company is an authorized local dealer in the Phoenix Metro area. The initial term of the contract is in effect until September 2013 and provides for (4) successive one-year automatic renewal options. The WSCA contract contains cooperative use language which extends the use of the contracts to affiliated municipalities.

DISCUSSION:

In order to properly maintain City vehicles and equipment, fleet services must purchase tires and tire related services from qualified vendors. Redburn Tire is a current registered vendor with the City and has satisfactorily supplied the City with products in the past. Staff is seeking authorization to enter into a cooperative purchasing agreement and to renew the agreement subject to the terms and conditions in the agreement.

BUDGETARY IMPACT:

Staff estimates a maximum of \$50,000 in expenditures for necessary tires and tire related services per fiscal year, for a cumulative total over the contract period not to exceed \$250,000, subject to budget approval.

Funding is available in the approved City budget.

RECOMMENDATION:

City staff recommends approval of a Cooperative Purchasing Agreement with Redburn Tire Company to purchase tires and tire related services for a maximum aggregate amount not to exceed \$250,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Cooperative Purchasing Agreement - Redburn Tire Company](#)

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
REDBURN TIRE COMPANY**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of November 19, 2012, between the City of Avondale, an Arizona municipal corporation (the "City"), and Redburn Tire Company, an Arizona company (the "Contractor").

RECITALS

A. After a competitive procurement process, the Western States Contracting Alliance (WSCA), through its lead state, the State of Utah, entered into Contract No. MA 210 with Bridgestone Americas Tire Operations, LLC ("Bridgestone") for the purchase of tire, tubes and tire-related services.

B. As a participating entity of WSCA, the State of Arizona ("State") entered into Contract No. ADSPO12-021289 with Bridgestone, effective May 31, 2012 (the "State Contract"), for the purchase of tires and tire-related services. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference.

C. The State Contract permits Bridgestone to provide tires and tire-related services to the State through local authorized dealers by way of a dealer agreement (the "Dealer Agreement"). The Contractor is a local dealer of Bridgestone and is authorized to provide tire and tire-related services under the State Contract. A copy of the Contractor's Dealer Agreement is attached hereto as Exhibit A and incorporated herein by reference.

D. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials and services under the State Contract, at its discretion and with the agreement of the awarded Contractor, and the State Contract permits its cooperative use by other public entities including the City.

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 30, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the State Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the State Contract has been extended and a valid Dealer Agreement is in effect, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the State Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the State Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the State Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the State Contract will be held at the Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Services into compliance and withhold the cost of same from any payments due to the Contractor.

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

product prior to issuance of the Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay the Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$50,000.00 for Materials and Services at the unit rates as set forth in the State Contract. The maximum aggregate amount for this Agreement shall not exceed \$250,000.00.

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

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

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

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

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

9. Applicable Law; Venue. In the performance of this Agreement, the Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the 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 a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices, the State Contract and the Dealer Agreement, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the State Contract, the City shall be afforded all of the rights and privileges afforded to the State and shall be the "State" (as defined in the State Contract) for the purposes of the State Contract.

13. Indemnification; Insurance. To the extent provided under the State Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the State and such rights, privileges, insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor 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 Contractor, its officers, employees, agents or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE, an
Arizona municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012,
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

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

REDBURN TIRE COMPANY, an
Arizona company

By: J.D. Chastain

Name: J.D. CHASTAIN

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on October 29, 2012,
by J.D. Chastain, as President of REDBURN TIRE COMPANY, an Arizona
company, on behalf of the company.



JASON SMITH
Notary Public—Arizona
Maricopa County
Expires 03/13/2014

[Signature]
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
REDBURN TIRE COMPANY

[State Contract and Dealer Agreement]

See following pages.

The documents listed on the following pages comprise the State Contract and are incorporated herein by reference.



Master Blanket Purchase Order ADSP012-021289

Header Information

Purchase Order Number:	ADSP012-021289	Release Number:	0	Short Description:	WSCA Tires, Tubes and Services PA
Status:	3PS - Sent	Purchaser:	Ryan Litner	Receipt Method:	Quantity
Fiscal Year:	2012	PO Type:	Blanket	Minor Status:	
Organization:	State Procurement Office	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	04/06/2012 04:31:06 PM	Control Code:	
Alternate ID:	WSCA MPA MA210	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different	Release Type:	Direct Release	Pcard Enabled:	Yes
Catalog ID:		Tax Rate:		Actual Cost:	\$0.00
Contact Instructions:	ryan.litner@azdoa.gov				
Master Blanket/Contract End Date (Maximum):	05/30/2017 09:24:00 AM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					

Attachments: [PO Terms & Conditions, WSCA Solicitation Documents.zip, Arizona PA ADSP012-021289 Documents.zip, Attachment C Pricing Discounts and Service Pricing Bridgestone ADSP012-021289.doc, 2012 Bridgestone WSCA Pricing Effective 4.1.12.xlsx, Bridgestone COI 11.1.12.pdf](#)

Primary Vendor Information & PO Terms

Vendor:	9000004775 - DIVISION OF BRIDGESTONE FIRESTONE NORTH AMERICAN T Linda Alberstadt 535 Marriott Dr. P O Box 140990 Nashville, TN 37214-0990 US	Payment Terms:	Net 30	Shipping Method:	Best Way
		Shipping Terms:	F.O.B., Destination	Freight Terms:	Freight Prepaid

Email: abramsroger@bfusa.com
 Phone: (615)937-3693
 FAX: (615)493-0152

PO Acknowledgements:	Document	Notifications	Acknowledged Date/Time
	Purchase Order	Emailed to abramsroger@bfusa.com at 05/31/2012 11:14:35 AM	
	Change Order 1	Emailed to abramsroger@bfusa.com at 06/08/2012 01:19:37 PM	
	Change Order 2	Emailed to abramsroger@bfusa.com at 06/12/2012 01:46:58 PM	

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>000008266</u>	18602925610	WR RYAN CO	Email	Active
<u>9000004775</u>	13402204400	DIVISION OF BRIDGESTONE FIRESTONE NORTH AMERICAN T	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 05/31/2012 **Master Blanket/Contract End Date:** 09/30/2013
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$20,101.98	\$0.00

Item Information

1-5 of 24
 1 2 3 4 5

Print Sequence # 1.0, Item # 1: Pursuit and Performance Tires - 20% off MPL 3PS - Sent

NIGP Code: 863-05
 Tires and Tubes, Passenger Vehicles

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:

Print Sequence # 2.0, Item # 2: Tires - Automobile/Passenger Vehicle; 20% off MPL 3PS - Sent

NIGP Code: 863-05
 Tires and Tubes, Passenger Vehicles

Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00	\$0.00	\$0.00
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Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

1-5 of 24
1 2 3 4 5

Exit

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ADSP012-021289 DEALER AGREEMENT

FOR TIRE RELATED SERVICES

As a result of WSCA Master Price Agreement MA210, the State of Arizona and Bridgestone Americas Tire Operations, LLC, have signed a participating addendum, contract number ADSP012-021289, to provide tires and services to the State of Arizona, including its Cooperative Members within the State. Specific independent Dealers will be authorized by Bridgestone Americas Tire Operations, LLC to provide tires and tire related services related to purchasing the tires (mounting tires, rotating tires, etc.). ("Dealer(s)" herein includes Bridgestone Americas Tire Operations, LLC authorized dealers)

This Dealer Agreement will identify the responsibilities of the Dealer for the services provided by the Dealer. Dealers will need to sign the Dealer Agreement before the Dealer will be authorized to provide services to the State of Arizona. This Agreement will be effective on the last signature date below.

1. PROFESSIONAL SERVICES.

Dealer warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and in accordance with all requirements as stated in ADSP012-021289, WSCA MPA MA210 and all applicable laws, regulations, and industry standards.

2. INSURANCE REQUIREMENTS.

The Dealer shall carry all insurance required by Arizona Participating Addendum.. The Dealer certifies that it has now and will continue to have in full force and affect the following certificates of insurance. Copies of the insurance certificates shall be provided to the State within ten (10) days upon request. All insurance shall be issued by an insurance company authorized by the Insurance Department to transact business in the State of Arizona. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days written notice to the State. The following insurance requirements are contained in the contract between Bridgestone Americas Tire Operations, LLC and The State of Arizona and shall be required for all Dealers.

2.1 INDEMNIFICATION:

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

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

2.2 **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Garage Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

• General Aggregate	\$2,000,000
• Promises and Operations	\$1,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Garagekeepers Legal Liability - Direct Primary Coverage:	
Each Auto	\$ 500,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include direct primary Garagekeepers Legal Liability coverage.
- b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include coverage for towing (if towing services are included in the scope of services in the Contract or part of the normal operations of the Contractor).
- b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

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

3. **Worker's Compensation and Employers' Liability**

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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/23/12

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
 Home Office: P.O. Box 328
 Owatonna, MN 55060
 Phone: 1-888-333-4949

INSURED 244-407-3
REDBURN TIRE CO
 3801 W CLARENDON
 PHOENIX AZ 85019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE	
COMPANY A	FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTA	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	9196577	04/01/12	04/01/13	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	EACH OCCURRENCE \$ 1,000,000				
	FIRE DAMAGE (Any one fire) \$ 100,000				
	MED EXP (Any one person) \$				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9196577	04/01/12	04/01/13	COMBINED SINGLE LIMIT \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY: \$				
	EACH ACCIDENT \$				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9196578	04/01/12	04/01/13	EACH OCCURRENCE \$10,000,000
	AGGREGATE \$10,000,000				
	\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	9196582	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
	EL EACH ACCIDENT \$ 500,000				
	EL DISEASE - POLICY LIMIT \$ 500,000				
	EL DISEASE - EA EMPLOYEE \$ 500,000				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER
 2444073
CITY OF AVONDALE
 STE 290
 11465 W CIVIC CENTER DR
 AVONDALE AZ 85323-6809

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

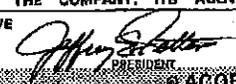
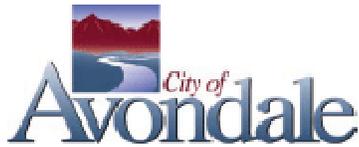
AUTHORIZED REPRESENTATIVE

 PRESIDENT

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
REDBURN TIRE COMPANY

[Work Orders]

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



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - ARCADIS US, Inc. for Water/Sewer Infrastructure Master Plan Update

MEETING DATE:

November 19, 2012

TO: Mayor and Council

FROM: Wayne Janis, PE, Public Works Director, (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement (PSA) with ARCADIS U.S., Inc., to provide services pertaining to a Water/Sewer Infrastructure Master Plan Update in the amount of \$149,914, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City last updated its Water Infrastructure Master Plan in 2010. Since that time the City has adopted a new General Plan and growth rates have decreased from previous estimates. Both these occurrences may impact water demand and sewer capacity projections. In addition, the State recently passed legislation requiring updates to development fees. On October 15, 2012, Council approved a PSA with James Duncan and Associates, Inc., to complete a city-wide infrastructure improvement plan (IIP) and revised development fees. This Water/Sewer Infrastructure Master Plan Update will support that effort.

DISCUSSION:

Per procurement procedures, the Public Works Department formed a committee to evaluate three consultants previously qualified on the FY 2012/2013 Pre-Qualified Professional Consultant list. An evaluation of each firm's relevant experience, availability, capability, and previous performance with the City was conducted and the firms were ranked. ARCADIS U.S., Inc., received the highest ranking and was asked to provide the accompanying scope-of-work and fee.

The Master Plan Update will incorporate changes in development, land use planning, and CIP achievements since 2010, and update the CIP recommendations in accordance with the IIP and development fee update requirements.

The Scope of Work includes:

1. Update Background Information
2. Update Water Demand Projections
3. Update Water Supply Facility Information
4. Update Water Hydraulic Model
5. Update Modeling of Existing System
6. Update Recommendations for Improvements
7. Update CIP Recommendations

BUDGETARY IMPACT:

Funding for this work is available in the Water Administration Operating Budget (Other Professional Services), line item 501-9110-00-6180.

RECOMMENDATION:

Staff is recommending that the City Council approve this PSA with ARCADIS U.S., Inc., to provide services pertaining to a Water/Sewer Infrastructure Master Plan Update in the amount of \$149,914, and that the Mayor or City Manager and City Clerk execute the necessary documents.

ATTACHMENTS:

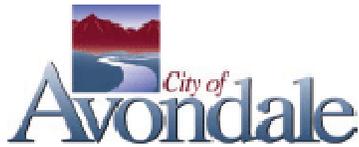
Click to download

[PSA](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/31208>



CITY COUNCIL REPORT

SUBJECT:

Construction Contract Award - Low Mountain Construction, Inc.

MEETING DATE:

November 19, 2012

TO: Mayor and Council

FROM: Gina Montes, Neighborhood & Family Services Director (623) 333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

This purpose of this item is to request City Council award a construction contract to Low Mountain Construction, Inc. in the amount not to exceed \$750,000 for the construction of residential units on Hill Drive under the Neighborhood Stabilization Program.

BACKGROUND:

The City of Avondale received \$1,224,903 from the U.S. Department of Housing and Urban Development (HUD) through the third round of funding for the Neighborhood Stabilization Program. To be eligible for the funds the City amended the 2010/2011 CDBG Annual Action Plan (AAP Amendment) detailing its plans for the use of NSP3 funds. This amendment became the NSP3 Action Plan which was amended in March of 2012 and again on October 1, 2012. The most recent amendment allowed for redevelopment as an activity and reallocated funds among the current activities resulting in \$800,000 being allocated toward redevelopment. The purpose of this amendment was to enable the city, through the undertaking of Hill Drive Redevelopment Project, to meet the required NSP3 expenditure requirements while still meeting the needs of the community and also creating a positive impact in the Historic Avondale Revitalization Area.

This agreement will provide for Construction services for the redevelopment of six housing units. The Neighborhood and Family Services Department in conjunction with the City's Engineering Department conducted a Request for Proposals process in which proposals were received, evaluated and scored by a selection committee. Overall, the Selected Construction Company submitted the lowest responsive bid to complete the redevelopment of the site within the City's required timeline.

DISCUSSION:

City Council approved the amendment to the NSP3 Action Plan on October 1, 2012 which allocated up to \$800,000 in Neighborhood Stabilization Program (NSP 3) funds to redevelop three vacant contiguous lots located on the 300 block of East Hill Drive. The purpose of this new development is to provide high quality, well designed housing units to low - middle income residents, incorporating all known sustainability strategies in regards to energy and water efficiency. This project is to include passive solar design, active solar design (photovoltaic systems), grey water reuse by passive irrigation, rain water harvesting and water usage reducers. The ultimate goal is to provide high quality housing that is well designed, durable, and affordable to operate and that offers a healthier environment for its occupants. Once the units are completed and ready for occupancy, the units will be made available to NSP eligible homebuyers for purchase. Of the units built, some would be reserved to meet the required 25% set aside for households at or below 50% of area median income as required per the Neighborhood Stabilization Program.

BID PROCESS: Request-for-Proposal (RFP) notices were published in the West Valley View on October 23th and 30th and on the Arizona Business Gazette on October 25th. Proposals were received on November 13th, 2012 and rated in accordance with the scoring criteria outlined in the RFP. Low Mountain Construction, Inc. was selected as the most capable firm for this project. Staff contacted references and found that Low Mountain Construction, Inc. is a competent, knowledgeable, and highly recommended general construction company.

SCOPE OF WORK: Construction of 6 housing units including the following:

1. Site grading and drainage
2. Public driveway development
3. Landscape and hardscape site construction
4. All utilities site and unit installations
5. Construction of four two-floor units at 1,420 sqf each unit
6. Construction of two one-floor ADA units at 1,270 sqf each unit

SCHEDULE:

1. Issue notice of award: November 20, 2012
2. Notice to proceed: November 26, 2012
3. Beginning construction, December 3, 2013
4. Substantial construction Completion, March 1, 2013
5. Completion of project, May 30, 2013.

BUDGETARY IMPACT:

Neighborhood Stabilization 3 Program funds from the U.S. Department of Housing and Urban Development are available for this contract.

RECOMMENDATION:

Staff recommends that City Council enter into a contract with Low Mountain Construction, Inc. in an amount not to exceed \$750,000.

ATTACHMENTS:

Click to download

[Submittal](#)

PRO+LOW
J O I N T V E N T U R E
PRO ENTERPRISES SRPMIC, LLC
LOW MOUNTAIN CONSTRUCTION, INC.

November 13, 2012

Ms. Anna Hudson
CITY OF AVONDALE
11465 W. Civic Center Dr.
Avondale, AZ 85323

Re: Hill Drive Housing Redevelopment Project
Solicitation No. NFS 13-021
Avondale, Arizona

Dear Ms. Hudson,

Thank you for your consideration of **PRO+LOW JOINT VENTURE** for your upcoming project. Pro-Low Joint Venture is a certified Minority Owned Business Enterprise and a certified Native American Owned Business Enterprise. Pro-Low is a joint venture between Pro Enterprises SRPMIC, LLC and Low Mountain Construction, Inc. Garnet Gates is 51% owner of the venture. We have been in business for three years and we have done \$6 million of business during that time. Included in that business were four single family homes constructed for the Salt River Pima-Maricopa Indian Community similar in size and scope to the Hill Drive Housing project.

As part of our submission, we have enclosed a copy of projects completed by Low Mountain Construction, Inc. for the past five years.

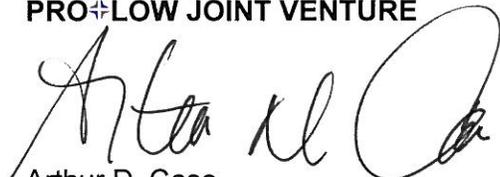
We have immediate availability to begin work on this project. We have the real, financial and bonding capacity to complete this project.

Our price proposal for this project is included in Exhibit C. We have completed the Fee Proposal, Schedule of Values as called for in Exhibit C and it is included in our submission.

We are prepared to discuss our proposal and qualifications further with you upon your request.

We acknowledge receipt of Addendum 1.

Sincerely,
PRO+LOW JOINT VENTURE


Arthur D. Case
Partner



SECTION 1

Pro-Low Joint Venture is made up of the following two firms with Garnet Gates as 51% owner.

Pro Enterprises SRPMIC, LLC
7901 E. Latham
Scottsdale, AZ 85257

AND

Low Mountain Construction, Inc.
4105 N. 20th St.
Suite 205
Phoenix, AZ 85016

Our principal office and our work office is located at:

4105 N. 20th St.
Suite 205
Phoenix, AZ 85016

Pro-Low Joint Venture is three years old, being formed in November, 2009. We are primarily engaged in the business of public works construction and we have focused on work for Indian Communities. We also pursue public works where there is an advantage to being a minority business enterprise.

Since our inception we have completed housing projects, school projects, civil construction projects and misc. commercial construction.

The two venture partners, Pro Enterprises and Low Mountain Construction are 30 and 20 years old respectively. Both firms are primarily engaged in the business of public works construction.

SECTION 2

We have completed Attachment A. The work we did in constructing four SHRRP houses for the Salt River Pima-Maricopa Indian Community is the most similar to this project.

Low Mountain Construction, Inc. has completed public housing project renovations for the City of Glendale and the City of Phoenix in the past.

We do not have experience constructing LEED certified housing.

Our bonding company is CNA Surety. They have an A.M. Best rating of A. Our current bonding capacity is \$12 million per project and an aggregate of \$30 Million. Currently, \$6 million of that capacity is being used, leaving \$24 million available bonding capacity



We have never had a contract terminated.

We have had no claims arising from our construction operations.

SECTION 3

We have completed Attachment C and we have included resume's for our personnel.

We will not have any third-party external contractors involved with this project. This project will be managed by the personnel listed and our subcontractors.

We have completed Attachment D listing our proposed subcontractors. We have not completed the alternative section. If a subcontractor fails, we will need to deal with the fall out on a case by case basis. The subcontractors listed have been doing business with Pro-Low for three years and with Pro Enterprises or Low Mountain for many years prior to that. We have full confidence in their abilities.

From a project management standpoint, Wayne Hatch will be the project manager for the project. He will be responsible for:

- ✦ Schedule Maintenance
- ✦ Managing Subcontractors
- ✦ Submittals and Shop Drawings
- ✦ Long Lead Item Tracking
- ✦ Requests for Information
- ✦ Change Order Response
- ✦ Payment Applications
- ✦ Job Cost Accounting
- ✦ Close Out Documentation
- ✦ Warranty Item Resolution

Our full time, onsite project superintendent will be Vince Moore. His responsibilities are:

- ✦ Coordination and Scheduling of Workmen, Crews and Subcontractors
- ✦ Scheduling of Material Deliveries
- ✦ Scheduling and Coordination of Testing and Inspections
- ✦ Quality Control
- ✦ Safety
- ✦ Adherence to Contract Documents
- ✦ As-built Drawings
- ✦ Daily Logs



SECTION 4

We have completed Attachment B showing our current workload. Our only current contract commitment is the installation of an emergency generator which will be completed by the end of this month, November, 2012. The entire focus of our firm will be the construction of the Hill Drive Housing project.

We have completed Attachment E. We understand that we can start construction on December 3, 2012 and that the houses need to be substantially complete by February 28, 2013. We are committed to meet that schedule provided that there are not any delays in permits and inspections.

SECTION 5

We have completed the Attachment C with our proposed pricing and schedule of values. There will be no other costs billed to the project. Our markups are included in the line items.

SECTION A

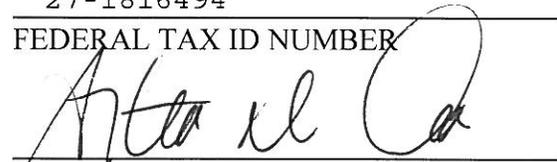
IV. CONTRACTOR INFORMATION FORM

By submitting a Proposal, the submitting Contractor certifies that it has reviewed the administrative information and draft of the Construction Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Pro-Low Joint Venture
CONTRACTOR SUBMITTING PROPOSAL

27-1816494
FEDERAL TAX ID NUMBER

Arthur D. Case, Partner
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

4105 N. 20th St. #205
ADDRESS

602-265-2201 602-265-7883
TELEPHONE FAX #

Phoenix AZ 85016
CITY STATE ZIP

November 13, 2012
DATE

WEB SITE: www.pro-low.com

E-MAIL ADDRESS: acase@lowmountain.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Contractor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? Yes

If yes, please provide details and documentation of the certification.

Certified as minority business enterprise by Grand Canyon Minority Supplier Development Council

Certified as Native American Owned Business Enterprise by the Salt River Pima-Maricopa Indian Community

SECTION A

CITY OF AVONDALE
 NEIGHBORHOOD AND FAMILY SERVICES DEPARTMENT
 NFS 13-021

Attachment C: Key Personnel

Staff Position	Name	Years of Experience	Years with Company	Role	Resume Attached (Y/N)
MEMBERING PARTNER	GAIL WET GATES	35	3	MANAGER	Y
PARTNER	ART CASE	32	3	ESTIMATOR	Y
PARTNER	WYNNE HATCH	22	3	PROTECT MANAGER	Y
PARTNER	BILL PARTNIDGE	35	3	PROTECT MANAGER	Y
SUPERINTENDENT	VINCE MOORE	16	3	SUPERINTENDENT	Y

SECTION A

CITY OF AVONDALE
 NEIGHBORHOOD AND FAMILY SERVICES DEPARTMENT
 NFS 13-021

Attachment D: Subcontracts					
Trade	Primary Sub		Alternative Sub		
	P.O.C.	Phone Number	P.O.C.	Phone Number	
Concrete	ALVIN	Concrete			
	WIMMIE ALVIN	480-985-7878			
CARPENTRY	LEVEL LINE				
	K. WATLINS	623-587-9023			
CABINETS	HANMUTZMAN				
	D. HAMICTON	480-329-6348			
ROOFING	ROOFING CONSULTANTS				
	D. NELSON	480-941-5486			
STUCCO	ACOSTA PLASTER				
	J. ACOSTA	480-422-3536			
FLOORING	PODGEWS FLOORING				
	M. RODRIGUES	402-331-7039			
PAINTING	DALLAS PAINT				
	D. DALLAS	602-820-3358			
REMODELING	NATIVE PLUMBING				
	S. PECK	623-229-2684			
HVAC	ARBA AIR				
	M. WBY	480-907-4467			
ELECTRICAL	NOBLE ELECTRIC				
	V. NOBLE	602-918-4449			

Attachment E: Project Timeline

Critical Milestone	Day	Calendar Date
Notice to Proceed	Day 1	12-3-12
FOUNDATIONS	Day 24	12-24-12
FRAMING	Day 42	1-15-13
STUCCO	Day 50	1-28-13
ROUGH IN MPE	Day 45	1-18-13
DRY WALL	Day 50	1-24-13
PAINT	Day 54	1-28-13
CABINETS	Day 56	2-1-13
TRIM MPE	Day 70	2-14-13
FINISHES	Day 90	2-28-13
PUNCH LIST	Day 160	5-15-13
	Day ____	

PRO+LOW

JOINT VENTURE

PRO ENTERPRISES SRPMIC, LLC
LOW MOUNTAIN CONSTRUCTION, INC.

PRO-LOW JOINT VENTURE, INC. HAS COMPLETED OR HAS THE FOLLOWING PROJECTS IN PROCESS.

NAME OF PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	PERCENT COMP	SCHEDULED COMPLETION
LEHI EMERGENCY GENERATOR SRPMIC SCOTTSDALE, ARIZONA	SALT RIVER PIMA-MARICOPA/ INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	\$103,984	2%	OCT 2012
VICTORY ACRES II PAINTING SRPMIC SCOTTSDALE, ARIZONA	SALT RIVER PIMA-MARICOPA/ INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	\$103,795	100%	JULY 2012
ON-CALL CIVIL SERVICES CONTRACT SRPMIC INDIAN COMMUNITY	SALT RIVER PIMA-MARICOPA/ INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	\$3,000,000	20%	SEPTEMBER 2014
CENTER STREET & VICTORY ACRE SCOTTSDALE, ARIZONA	SALT RIVER PIMA-MARICOPA/ INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	DOWL HKM 430 W. WARNER TEMPE, AZ 85284 (480) 753-0800	\$2,744,413	100%	AUGUST 2012
SRPMIC ELEMENTARY SCHOOL MODULAR CLASSROOMS SCOTTSDALE, ARIZONA	SALT RIVER PIMA-MARICOPA/ INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	ARRINGTON WATKINS 5240 N. 16TH ST. SUITE 101 PHOENIX, AZ 85016 (602) 279-9110	\$302,812	100%	NOVEMBER 2011
SRPMIC SHRRP HOMES SRPMIC INDIAN COMMUNITY	SALT RIVER PIMA-MARICOPA/ INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	\$499,279	100%	NOVEMBER 2011
SRPMIC TRAINING FACILITY ACCESS ROADS SCOTTSDALE, ARIZONA	SALT RIVER PIMA-MARICOPA/ INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	RED MOUNTAIN ENGINEERING 117 S. ROCKFORD DR. TEMPE, AZ 85281 (480) 237-2708	\$956,579	100%	FEBRUARY 2011

\$7,710,862



3.5 COMPLETED PROJECTS

THE FOLLOWING PROJECTS HAVE BEEN COMPLETED BY LOW MOUNTAIN CONSTRUCTION, INC.

NAME OF PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	COMPLETION DATE
ASU SOLAR TRACKERS 7700 S. RIVER PARKWAY TEMPE, ARIZONA	M+W U.S., INC. 4710 E. ELWOOD SUITE 9 PHOENIX, AZ 85040 (480) 303-6600	SOITEC PHOENIX LABS 7700 S. RIVER PARKWAY TEMPE, AZ 85284 (480) 727-9198	\$212,073	SEPTEMBER 2012
BANNER HEALTH SURPRISE, ARIZONA	ENSEMBLE REAL ESTATE SERVICES 4722 N. 24TH ST. SUITE 400 PHOENIX, AZ 85016 (602) 277-8558	MATTHEW BUDGE ASSOC. 10005 E. VIA LINDA SUITE 103 SCOTTSDALE, AZ 85258 (480) 874-2800	\$1,567,812	SEPTEMBER 2012
CENTER STREET & VICTORY ACRES SCOTTSDALE, ARIZONA	SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	DOWL HKM 430 W. WARNER TEMPE, AZ 85284 (480) 753-0800	\$2,744,413	AUGUST 2012
SUN VALLEY CHARTER SCHOOL 5806 S. 35TH AVE. PHOENIX, ARIZONA	SUN VALLEY CHARTER SCHOOL 5806 S. 35TH AVE. PHOENIX, AZ 85041	HDA ARCHITECTS, LLC 459 N. GILBERT RD. SUITE C-200 GILBERT, AZ 85234 (480) 539-8800	\$541,700	JULY 2012
SURPRISE MEDICAL PLAZA AT THE CITY SURPRISE, ARIZONA	ENSEMBLE DEVMAN OF ARIZONA 4722 N. 24TH ST. SUITE 400 PHOENIX, AZ 85016 (602) 277-8558	MATTHEW BUDGE ASSOC. 10005 E. VIA LINDA SUITE 103 SCOTTSDALE, AZ 85258 (480) 874-2800	\$3,866,090	JUNE 2012
SRPMIC ELEMENTARY SCHOOL MODULAR CLASSROOMS SCOTTSDALE, ARIZONA	SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	ARRINGTON WATKINS 5240 N. 16TH ST. SUITE 101 PHOENIX, AZ 85016 (602) 279-9110	\$302,812	NOVEMBER 2011
SRPMIC SHRRP HOMES SRPMIC INDIAN COMMUNITY	SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	\$499,279	NOVEMBER 2011
PARADISE HONORS HIGH SCHOOL 175th AVE. & SWEETWATER SURPRISE, ARIZONA	PARADISE EDUCATION CENTER 15533 W. PARADISE LANE SURPRISE, AZ 85374 (623) 455-7400	HDA ARCHITECTS, LLC 459 N. GILBERT RD. SUITE C-200 GILBERT, AZ 85234 (480) 539-8800	\$7,884,451	NOVEMBER 2011
SRPMIC TRAINING FACILITY ACCESS ROADS SCOTTSDALE, ARIZONA	SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480) 362-7747	RED MOUNTAIN ENGINEERING 117 S. ROCKFORD DR. TEMPE, AZ 85281 (480) 237-2708	\$956,579	FEBRUARY 2011
ROBERT L. DUFFY HIGH SCHOOL 2550 E. JEFFERSON ST. PHOENIX, ARIZONA	CAREER SUCCESS SCHOOLS 3816 N. 27TH AVE. PHOENIX, AZ 85017 (602) 380-7993	CRANDALL DESIGN GROUP 922 N. GILBERT RD. SUITE 101 MESA, AZ 85203 (480) 833-3594	\$3,144,000	SEPTEMBER 2010
MOUNTAIN VALLEY PARK PRESCOTT VALLEY, ARIZONA	TOWN OF PRESCOTT VALLEY 7501 E. CIVIC CIRCLE PRESCOTT, VALLEY, AZ 86314	CIVILTEC 2050 N. WILLOW CREEK RD. PRESCOTT, AZ 86301	\$1,355,915	JUNE 2010



3.5 COMPLETED PROJECTS

THE FOLLOWING PROJECTS HAVE BEEN COMPLETED BY LOW MOUNTAIN CONSTRUCTION, INC.

NAME OF PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	COMPLETION DATE
	(928) 759-3083	(928) 771-2376		
PVUSD NETWORK OPERATIONS CENTER PHOENIX, ARIZONA	PARADISE VALLEY UNIFIED SCHOOL DISTRICT 15002 N. 32nd ST. PHOENIX, AZ 85032 (602) 867-5167	HDA ARCHITECTS, LLC 459 N. GILBERT RD. SUITE C-200 GILBERT, AZ 85234 (480) 539-8800	\$3,433,000	MARCH 2010



3.5 COMPLETED PROJECTS

THE FOLLOWING PROJECTS HAVE BEEN COMPLETED BY LOW MOUNTAIN CONSTRUCTION, INC.

NAME OF PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	COMPLETION DATE
LITCHFIELD PERIMETER WALL LITCHFIELD PARK, ARIZONA	CITY OF LITCHFIELD PARK 214 W. WIGWAM BLVD. LITCHFIELD PARK, AZ 85340 (623) 935-9040	W. C. SCOUTTEN, INC. 1626 N. LITCHFIELD RD. SUITE 310 GOODYEAR, AZ 85395 (623) 547-4661	\$680,060	JANUARY 2010
ARIZONA ACADEMY OF LEADERSHIP 5660 S. 12th AVE. TUCSON, ARIZONA	ARIZONA ACADEMY OF LEADERSHIP 5660 S. 12th AVE. TUCSON, AZ 85706 (520) 940-3676	BURNS WALD-HOPKINS ARCHITECTS 261 N. COURT AVE. TUCSON, AZ 85701 (520) 795-2705	\$586,522	DECEMBER 2009
VALLEY ACADEMY 1520 W. ROSE GARDEN LN. PHOENIX, ARIZONA	VALLEY ACADEMY, INC. 1520 W. ROSE GARDEN LN. PHOENIX, AZ 85027 (602) 516-7747	HDA ARCHITECTS, LLC 459 N. GILBERT RD. SUITE C-200 GILBERT, AZ 85234 (480) 539-8800	\$6,196,000	AUGUST 2009
EL MIRAGE HERITAGE PARK EL MIRAGE, ARIZONA	CITY OF EL MIRAGE 12145 N.W. GRAND AVE. SUITE B EL MIRAGE, AZ 85335 (623) 933-3258	LOGAN SIMPSON DESIGN, INC 51 W. THIRD ST. SUITE 450 TEMPE, AZ 85281 (480) 967-1343	\$4,333,000	AUGUST 2009
GRIFFIN ACADEMY 1844 S. ALVERNON WAY TUCSON, ARIZONA	THE GRIFFIN FOUNDATION, INC. 1844 S. ALVERNON WAY TUCSON, AZ 85711 (520) 790-8400	BURNS WALD-HOPKINS ARCHITECTS 261 N. COURT AVE. TUCSON, AZ 85701 (520) 795-2705	\$1,324,024	AUGUST 2009
KINO JR. HIGH SCHOOL POOL MESA, ARIZONA	CITY OF MESA 20 E. MAIN ST. SUITE 500 MESA, AZ 85211 (480) 644-2251	LANGDON WILSON 432 N. 44TH ST. SUITE 175 PHOENIX, AZ 85008 (602) 252-2555	\$8,166,000	APRIL 2009
CAMELBACK PARK HAYDEN & CAMELBACK RD. SCOTTSDALE, ARIZONA	CITY OF SCOTTSDALE 7447 E. INDIAN SCHOOL RD. SUITE 205 SCOTTSDALE, AZ 85251 (480) 312-7250	LOGAN SIMPSON DESIGN, INC 51 W. THIRD ST. SUITE 450 TEMPE, AZ 85281 (480) 967-1343	\$4,552,000	DECEMBER 2008
PARADISE VALLEY SCHOOL VARIOUS SITES PHOENIX, ARIZONA	PARADISE VALLEY UNIFIED SCHOOL DISTRICT 15002 N. 32nd ST. PHOENIX, AZ 85032 (602) 867-5167	DLR GROUP 6225 N. 24TH STREET SUITE 250 PHOENIX, AZ 85016 (602) 381-8580	\$2,941,488	NOVEMBER 2008
QUEEN CREEK SWIMMING POOL QUEEN CREEK, ARIZONA	QUEEN CREEK USD 20740 S. ELLSWORTH RD. QUEEN CREEK, AZ 85242 (480) 987-5951	WET DESIGN, INC. P. O. BOX 10630 PHOENIX, AZ 85064 (602) 943-7727	\$2,832,000	OCTOBER 2008
HERITAGE MIDDLE SCHOOL 6805 N. 125th AVENUE GLENDALE, ARIZONA	HERITAGE ELEMENTARY SCHOOL 13419 W. OCOTILLO ROAD GLENDALE, AZ 85307 (623) 935-1931	HUNT ARCHITECTS, INC. 10225 N. 38th STREET PHOENIX, AZ 85028 (602-953-4822	\$6,269,422	SEPTEMBER 2008
SCOTTSDALE PREPARATORY ACADEMY 7496 E. TIERRA BUENA LN. SCOTTSDALE, ARIZONA	GREAT HEARTS ACADEMIES 2020 N. ARIZONA AVE. SUITE G-62 CHANDLER, AZ 85255 (480) 899-9181	SMITH DESIGN STUDIO 1402 W. PEPPER PLACE MESA, AZ 85201 (602) 793-4559	\$776,600	AUGUST 2008



3.5 COMPLETED PROJECTS

THE FOLLOWING PROJECTS HAVE BEEN COMPLETED BY LOW MOUNTAIN CONSTRUCTION, INC.

NAME OF PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	COMPLETION DATE
MESQUITE GROVE AQUATIC CENTER CHANDLER, ARIZONA	CITY OF CHANDLER 215 E. BUFFALO ST. CHANDLER, AZ 85225 (480) 782-2400	GABOR LORANT ARCHITECTS, INC. 3100 N. 3rd AVE. SUITE 200 PHOENIX, AZ 85013 (602) 667-9090	\$8,860,339	JULY 2008
ST. DAVID'S EPISCOPAL CHURCH PAGE, ARIZONA	THE EPISCOPAL DIOCESE OF UTAH 80 SOUTH 300 EAST SALT LAKE CITY, UT 84110 (801) 322-4131	BUESE + PETERS, PC 232 S. DUBEI CT. SALT LAKE CITY, UT 84111 (801) 359-4048	\$1,166,024	MAY 2008
DESERT FOOTHILLS LIBRARY EXPANSION CAVE CREEK, ARIZONA	DESERT FOOTHILLS LIBRARY 38443 N. SCHOOL HOUSE RD. CAVE CREEK, AZ 85327 (480) 488-2286	HIDELL ASSOCIATES 3033 KELLWAY DRIVE SUITE 120 CARROLLTON, TX 75006-2605 (972) 416-4666	\$2,895,345	MARCH 2008
PERRY HIGH SCHOOL POOL WILLIAMS FIELD HIGH SCHOOL POOL GILBERT, ARIZONA	TOWN OF GILBERT 50 E. CIVIC CENTER DR. GILBERT, AZ 85296 (480) 503-6284	VERSAR, INC. 4700 S. McCLINTOCK DR. SUITE 150 TEMPE, AZ 85282 (480) 838-5352	\$6,669,785	FEBRUARY 2008
PVUSD VARIOUS SITES HVAC UPGRADES PHOENIX, ARIZONA	PARADISE VALLEY UNIFIED SCHOOL DISTRICT 15002 N. 32nd ST. PHOENIX, AZ 85032 (602) 867-5167	KRAEMER ENGINEERING, INC 16605 N. 28th AVE. SUITE 102 PHOENIX, AZ 85053 (602) 285-1669	\$2,381,000	SEPTEMBER 2007

PRO+LOW
JOINT VENTURE
PRO ENTERPRISES SRPMIC, LLC
LOW MOUNTAIN CONSTRUCTION, INC.

GARNET GATES

EXECUTIVE PARTNER

EXPERIENCE Mr. Gates is a founding member of Pro-Low Joint Venture and has been the executive manager of Pro Enterprises for more than 30 years. He has extensive background and experience in the construction of facilities on Indian reservations.

Since the creation of Pro-Low Joint Venture he has successfully overseen the following projects as project executive.

Project, Location	Value	Year
Salt River Fields Stadium Improvements Scottsdale, Arizona	\$0.5 Million	2012
SRPMIC Center Street and Victory Acres Scottsdale, Arizona	\$2.2 Million	2012
SRPMIC SHRRP Housing Scottsdale, Arizona	\$0.5 Million	2011
SRPMIC Elementary School Classrooms Scottsdale, Arizona	\$0.4 Million	2011
SRPMIC Spring Training Access Roads Scottsdale, Arizona	\$1.0 Million	2011

PERSONAL Member of the Salt River Pima-Maricopa Indian Community

PRO+LOW

J O I N T V E N T U R E

PRO ENTERPRISES SRPMIC, LLC
LOW MOUNTAIN CONSTRUCTION, INC.

ARTHUR D. CASE

PARTNER

EXPERIENCE Mr. Case began his construction career in Phoenix, Arizona in 1978. Since that time, he has been responsible for nearly \$550 million of construction projects. Since the time that he co-founded Low Mountain Construction, Inc. in 1992, the company has performed more \$200 million of construction in the public and private sectors. These projects have included new construction, renovations, water and wastewater treatment, civil construction and aquatic facilities. Mr. Case is a founding partner in Pro-Low Joint Venture

President, Low Mountain Construction, Inc, Phoenix, AZ 1992-Present

- Oversee all contracting activities, cost estimating, scheduling, and bidding.
- Representative Projects:

Project, Location	Value	Year
Paradise Honors High School Surprise, Arizona	\$7.9 Million	2011
Robert L. Duffy High School Phoenix, Arizona	\$3.1 Million	2010
PVUSD Network Operations Center Phoenix, Arizona	\$3.4 Million	2010
El Mirage Heritage Park El Mirage, Arizona	\$4.3 Million	2009
Valley Academy Phoenix, Arizona	\$5.9 Million	2009
Heritage Elementary School Glendale, Arizona	\$6.0 Million	2008
Mesquite Groves Aquatic Center Chandler, Arizona	\$8.8 Million	2008
Desert Foothills Library Cave Creek, Arizona	\$2.9 Million	2007

EDUCATION Arizona State University, College of Construction

PROFESSIONAL

Contractors Licenses:

- ✦ Arizona – General Building, General Engineering
- ✦ California – General Building
- ✦ Nevada – General Building
- ✦ New Mexico – General Building, General Engineering
- ✦ Utah – General Building

PRO+LOW

J O I N T V E N T U R E

PRO ENTERPRISES SRPMIC, LLC
LOW MOUNTAIN CONSTRUCTION, INC.

WAYNE R. HATCH

PARTNER

EXPERIENCE Mr. Hatch is a founding member of Pro-Low Joint Venture and has been a Vice President of Low Mountain Construction, Inc. since its inception in May of 1992. He has extensive background and experience in job cost accounting, scheduling, and overall project management.

Vice President, Low Mountain Construction, Inc, Phoenix, AZ 1992-Present

- His responsibilities include owner interface, contract management, submittals, schedule maintenance, project accounting and quality control.
- Recent representative projects completed under his direction:

Project, Location	Value	Year
SRPMIC Center Street and Victory Acres Scottsdale, Arizona	\$2.2 Million	Current
SRPMIC SHRRP Housing Scottsdale, Arizona	\$0.5 Million	2011
Paradise Honors High School Surprise, Arizona	\$7.7 Million	2011
Kino Jr. High School Pool Mesa, Arizona	\$7.8 Million	2009
Camelback Park Scottsdale, Arizona	\$4.6 Million	2009
Mesquite Groves Aquatic Center Chandler, Arizona	\$8.8 Million	2008
Ak-Chin Recreation Facility Maricopa, Arizona	\$1.2 Million	2006

PROFESSIONAL Licensed General Contractor - Arizona

PERSONAL Married, 1 daughter

PRO+LOW
J O I N T V E N T U R E
PRO ENTERPRISES SRPMIC, LLC
LOW MOUNTAIN CONSTRUCTION, INC.

BILL PARTRIDGE

PARTNER

EXPERIENCE Mr. Partridge is a founding member of Pro-Low Joint Venture. He has been the General Manager for Pro Enterprises for more than 30 years.

As Construction Manager for Pro-Low Joint Venture he has been responsible for the following projects:

Project, Location	Value	Year
Salt River Fields Stadium Improvements Scottsdale, Arizona	\$0.5 Million	2012
SRPMIC SHRRP Housing Scottsdale, Arizona	\$0.5 Million	2011
SRPMIC Elementary School Classrooms Scottsdale, Arizona	\$0.4 Million	2011

PROFESSIONAL Licensed General Contractor - Arizona

PRO+LOW

J O I N T V E N T U R E

PRO ENTERPRISES SRPMIC, LLC
LOW MOUNTAIN CONSTRUCTION, INC.

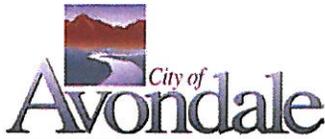
VINCE MOORE

SUPERINTENDENT

EXPERIENCE Mr. Moore has been a supervisor of construction trades for more than 20 years.

As project superintendent for Pro-Low Joint Venture, Mr. Moore has overseen the following projects:

Project, Location	Value	Year
Salt River Fields Stadium Improvements Scottsdale, Arizona	\$0.5 Million	2012
SRPMIC SHRRP Housing Scottsdale, Arizona	\$0.5 Million	2011
SRPMIC Elementary School Classrooms Scottsdale, Arizona	\$0.4 Million	2011



REQUEST FOR PROPOSALS
FOR
HILL DRIVE HOUSING REDEVELOPMENT PROJECT
NFS 13-021

ADDENDUM No. 1

Date: November 8, 2012
From: Anna Hudson, RFP Administrator
Subject: Addendum No. 1 to Solicitation No. NFS 13-021

Proposal Due Date and Time: **November 13, 2012**, 1:00 p.m. (local time, Phoenix, Arizona)

SCOPE

This Addendum forms a part of the Agreement and clarifies, corrects, or modifies the original Request for Proposals (the "RFP") documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This Acknowledgment must accompany the submitted Proposal. Failure to do so may subject the Contractor's Proposal to disqualification.

This Addendum No. 1 consists of modifications to (i) the Final Date for Inquiries and (ii) Section B, Exhibit B, Scope of Work, of RFP No. NFS 13-021 for Hill Drive Housing Redevelopment Project, as released October 23, 2012, to include the 60% Plans and Finish Schedules.

ADDENDUM

1. The Final Date for Inquiries is hereby changed to **November 12, 2012, 1:00 p.m. (local time, Phoenix, Arizona)**.
2. Section B, Exhibit B, Scope of Work, of the RFP is hereby deleted in its entirety and replaced with the Scope of Work attached as Exhibit 1 to this Addendum No. 1 and incorporated herein by reference.

EXHIBIT 1
TO
ADDENDUM NO. 1
TO
REQUEST FOR PROPOSALS NO. NFS 13-021
HILL DRIVE HOUSING REDEVELOPMENT PROJECT

(Scope of Work)

See following pages.

SCOPE OF WORK
HILL DRIVE HOUSING REDEVELOPMENT PROJECT

NOTE: The City reserves the right to modify and finalize this Scope of Work based upon the submittals and negotiations with the selected Contractor.

1. Introduction. The Hill Drive Housing Redevelopment Project consists of six proposed new single family detached dwellings on City-owned land, consisting of three existing lots located at 313, 317 and 323 East Hill Drive, Avondale, Arizona 85323. The three lots will be consolidated and re-platted into six lots to accommodate the new homes, according to the following site and architectural plans.

2. Services. Site work includes grading, installation of drainage facilities, pedestrian and driveway paving, fencing, low-water-use landscaping and utility hook-ups.

2.1 Model Units. The homes include 2 model unit designs; A and B units. Unit A is a single story, 3 bedroom, 2 bath, 2 car garage, ADA-accessible dwelling of approximately 1225 square feet. Unit B is two stories, with a visitable ground floor, 3 bedrooms, 2½ baths, 2 car garage dwelling unit of approximately 1440 square feet. The total square footage is approximately 8260 square foot of conditioned interior livable space. The total number of units will include 2 units "A" and 4 units "B."

2.2 Construction; Landscaping. Construction consists of type-V highly insulated wood frame construction on concrete slab foundations. Roofs will consist of two options; one gable roof and one flat roof with CRRC rated cool-roofs. Windows will be dual pane with low-e glass. HVAC will be high efficiency heat pump and all appliances and plumbing fixtures will be energy star rated, and low water usage. Paint and interior finishes will be zero-voc. Landscape will consist of an interior central concrete pathway, and low-water-use landscaping.

3. Appliances. The City will provide limited appliances for the new homes. All other appliances will be subsidized via an allowance directly to the homeowner for the homeowner to select the remainder of his or her appliances. The appliances provided by the City are limited to the following:

3.1 Range. Frigidare FFE3043LS, 30" stainless steel or comparable.

3.2 Hood. Broan QLM Series 30"QML30ss stainless steel or comparable

3.3 Dishwasher. BOSH SHE3AR55UC, stainless steel or comparable

4. Finish Schedule. The Hill Drive Housing Finish Schedules for Unit A and Unit B are included in this Scope of Work.

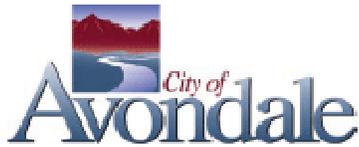
5. Contractor Staffing. The selected Contractor shall assign the following primary and secondary contact for contract transactions.

Primary Contact: WAYNE HATCH

Secondary Contact: BILL PANTIDGE

6. City Staffing. The City will assign the following staff member as the primary contact for contract transactions:

Sandy Lopez
CDBG Program Manager
(623) 333-2726
slopez@avondale.org



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1501-1112 - Right-of-Way Acquisition -
Riley Dr. and Dysart Rd.

MEETING DATE:

November 19, 2012

TO: Mayor and Council

FROM: Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting the dedication of right-of-way for portions of Dysart Road and Riley Drive from the Agua Fria High School District No. 216 and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents.

DISCUSSION:

During review of a recent school bond improvement project, it was noted that public right-of-way for portions of Riley Drive and Dysart Road needed to be formally dedicated to the City of Avondale. This action is to accept the dedication of those portions of right-of-way fronting on the Agua Fria High School campus consisting of: the north 30 foot wide half of Riley Drive for ¼ mile west of Dysart Road and the west 50 foot wide ½ of Dysart Road for 3/8 mile north of Riley Drive to Madison Street. The right-of-way widths are based upon the City's 2012 Transportation Plan.

BUDGETARY IMPACT:

There will be no budgetary impact due to the dedication of the proposed right-of-way.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance accepting the dedication of right-of-way for portions of Dysart Road and Riley Drive from the Agua Fria High School District No. 216 and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents.

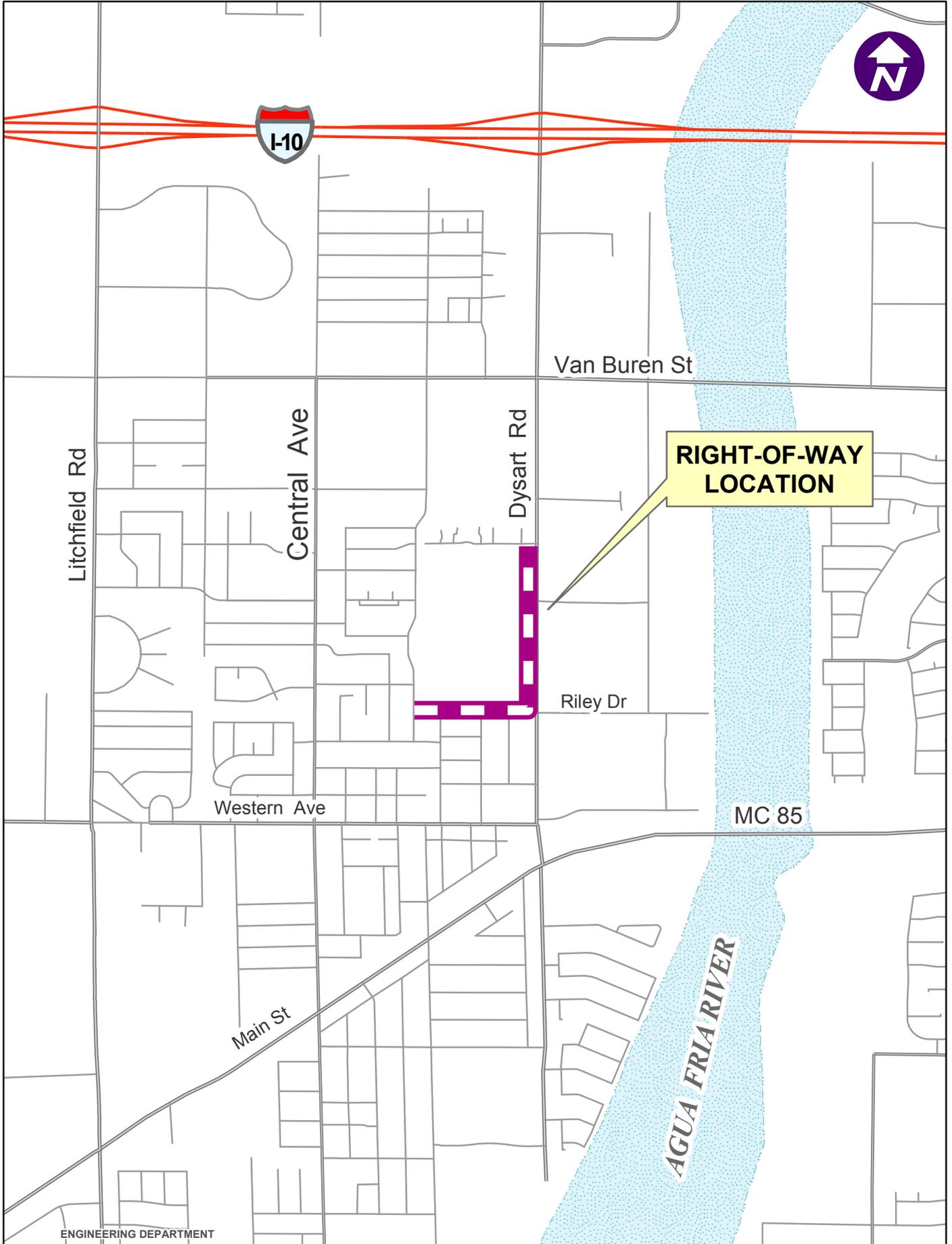
ATTACHMENTS:

Click to download

[Vicinity Map](#)

[Ordinance 1501-1112](#)

VICINITY MAP



**Riley Drive and Dysart Road
Right of Way Dedication**

ORDINANCE NO. 1501-1112

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR USE AS PUBLIC RIGHT-OF-WAY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The parcel of real property consisting of \pm 0.003 acres, generally located at North Dysart Road and East Riley Drive in Avondale, Arizona and referred to as Maricopa County Assessor's parcel number 500-19-001, as more particularly described in the Special Warranty Deed attached hereto as Exhibit A and incorporated herein by reference, is hereby accepted by the City of Avondale from Agua Fria Union High School District No. 216, a political subdivision of the State of Arizona, for use as public right-of-way.

SECTION 2. With this dedication, Grantor will derive the benefit of no longer having to upkeep, maintain or insure the Property, and the dedication will not affect the normal operation of any school within the district.

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

PASSED AND ADOPTED by the Council of the City of Avondale, November 19, 2012.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1501-1112

[Special Warranty Deed]

See following pages.

When recorded return to:

Andrew J. McGuire, Esq.
Gust Rosenfeld PLC
1 E. Washington, Suite 1600
Phoenix, AZ 85004-2553

**Exempt from Affidavit of Property Value
pursuant to A.R.S. §11-1134(A)(3)**

SPECIAL WARRANTY DEED

For good and valuable consideration, AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216, a political subdivision of the State of Arizona, who acquired title as AGUA FRIA UNION HIGH SCHOOL DISTRICT OF MARICOPA COUNTY, ARIZONA (“Grantor”), does hereby grant and convey to the CITY OF AVONDALE, an Arizona municipal corporation (“Grantee”), the following-described property situated in Maricopa County, Arizona (the “Property”):

See Exhibit A attached hereto.

To have and to hold unto the Grantee forever, the Property free, clear and discharged of and from all matters whatsoever, except current taxes and other current assessments; patent reservations; all easements, encumbrances, liens, obligations, liabilities or other matters of record or to which reference is made in the public record; any and all conditions, easements, encroachments, rights-of-way, restrictions and other matters which a physical inspection would reveal; and the applicable zoning and use regulations of any municipality, county, state or the United States affecting the Property.

Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and no other, subject to the matters above set forth.

Pursuant to ARIZ. REV. STAT. § 15-342(16), the Grantee has adopted an ordinance (i) setting forth the benefit to the Grantor of no longer having to upkeep, maintain or insure the Property and (ii) affirming that the dedication will not affect the normal operation of any school within the district.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of _____, 2012.

AGUA FRIA UNION HIGH SCHOOL DISTRICT
NO. 216, a political subdivision of the State of
Arizona

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012,
by _____, the _____ of AGUA FRIA
UNION HIGH SCHOOL DISTRICT NO. 216, a political subdivision of the State of Arizona, on
behalf of Aqua Fria Union High School District No. 216.

Notary Public in and for the State of Arizona

(affix notary seal here)

ACCEPTED BY:

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

EXHIBIT A
TO
SPECIAL WARRANTY DEED

[Map and Legal Description]

See following pages.

NEW ROADWAY DEDICATION EXHIBIT

FOR
 AGUA FRIA HIGH SCHOOL
 530 EAST RILEY DRIVE
 AVONDALE, AZ 85323

VAN BUREN ST.

N.E. COR. S.1/2
 S.E.1/4, N.E.1/4,
 SEC. 10, T.1N., R.1W.

CTR. OF SEC. 10,
 T.1N., R.1W.,
 FD. B.C. IN H.H.
S89°49'55"E
 1310.45'

N.W. COR. PROPERTY
 NOTHING FD. NOR SET
N89°49'55"W
 1310.45'

50' R/W
TO BE DEDICATED

50' R/W
TO BE DEDICATED

N00°00'00"E
 2646.78'
 N.E. COR. SEC. 10,
 T.1N., R.1W.,
 FD. B.C. IN H.H.

E.1/4 COR. SEC. 10,
 T.1N., R.1W.,
 FD. B.C. IN H.H.

CENTRAL AVE.

1319.61'

S00°19'34"W

1321.02'

S00°10'33"W

AGUA FRIA
 HIGH SCHOOL



NOT TO SCALE

SET 1/2"
 REBAR W/CAP
 RLS 16490

20' X 20' R/W
TO BE DEDICATED

30' R/W
TO BE DEDICATED

N45°07'40"E
 28.23'

1272.38'

N. DYSART RD.

S00°01'34"W

S00°01'34"W

1322.30'

1313.91'

S.W. COR. N.E.1/4
 S.E.1/4, SEC. 10,
 T.1N., R.1W.

WESTERN (YUMA) RD

S.1/4 COR. SEC. 10,
 T.1N., R.1W.
 FD. B.C. IN H.H.

1243.80'

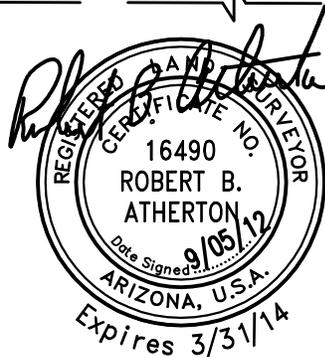
E. RILEY DR.

S89°46'13"E 1313.91'

S.E. COR. N.E.1/4 S.E.1/4,
 SEC. 10, T.1N., R.1W.
 FD. B.C. FLUSH

S.E. COR. SEC. 10,
 T.1N., R.1W.

S89°42'44"E 2634.73'



ATHERTON ENGINEERING, INC.
 Civil Engineers and Land Surveyors

1203 E. MEADOWBROOK AVE., PHOENIX, AZ 85014-4028
 (602) 279-7331 * FAX (602) 230-1908

DATE: 09/05/12 JOB NO. 12-09

NEW ROADWAY DEDICATION EXHIBIT

FOR
AGUA FRIA HIGH SCHOOL
530 EAST RILEY DRIVE
AVONDALE, AZ 85323

LEGAL DESCRIPTION

THE EAST 50 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, AZ.

AND:

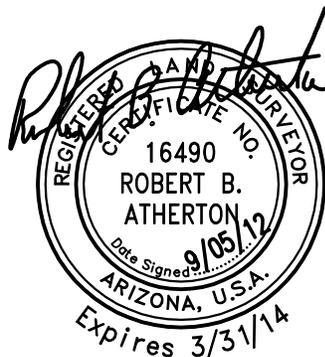
THE EAST 50 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, AZ.

AND:

THE SOUTH 30 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, AZ.

TOGETHER WITH:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 30 FEET AND THE WEST LINE OF THE EAST 50 FEET OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED: THENCE NORTH 89°46'13" WEST ALONG THE NORTH LINE OF THE SOUTH 30 FEET A DISTANCE OF 20.00 FEET; THENCE NORTH 45°07'40" EAST A DISTANCE OF 28.23 FEET TO A POINT ON THE WEST LINE OF THE EAST 50 FEET OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°01'34" WEST ALONG SAID WEST LINE OF THE EAST 50 FEET A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED.



ATHERTON ENGINEERING, INC.
Civil Engineers and Land Surveyors

1203 E. MEADOWBROOK AVE., PHOENIX, AZ 85014-4028
(602) 279-7331 * FAX (602) 230-1908

DATE: 09/05/12 JOB NO. 12-09



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1502-1112 - Right-of-Way Acquisition - Hill Drive Alley

MEETING DATE:

November 19, 2012

TO: Mayor and Council

FROM: Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance authorizing the dedication, purchase or condemnation of a portion of an alley south of Hill Drive west of 5th Street and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

The subject alley right-of-way was first defined in the Irving Place plat in August 1942, as right-of-way for irrigation. It contains Roosevelt Irrigation District pipeline and waterline constructed as part of the Hill Drive Improvement project authorized by Council on October 18, 2010.

DISCUSSION:

The alley right-of-way consists of two (2) parcels of property; an approximate 16 foot wide by 133 foot long strip and the second a 16 foot wide by 13 foot rectangle. Together they create the north to south connection from Hill Drive to the dead end of the existing 20 foot wide alley running west to 3rd Street, parallel with and between Hill Drive and Western Avenue. The parcels have been in use and are needed right-of-way for public utility maintenance and public access to Hill Drive redevelopment area.

BUDGETARY IMPACT:

Funding for the dedication, purchase or condemnation and associated legal fees for the acquisition of the alley property is available in account # 209-7599-01-6187.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance authorizing the dedication, purchase or condemnation of a portion of an alley south of Hill Drive west of 5th Street and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:

Click to download

[Ordinance 1502-1112](#)

ORDINANCE NO. 1502-1112

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

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

WHEREAS, the City Council desires to authorize the acquisition of certain real property in the Hill Drive redevelopment area to be used as right-of-way for public utility maintenance, public access and other public uses.

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

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

SECTION 2. The acquisition, by purchase, condemnation or dedication, of three parcels of real property totaling \pm 0.053 acres, generally located south of Hill Drive and west of 5th Street in Avondale, Arizona, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (the “Acquisition Property”), is hereby authorized.

SECTION 3. In the event that a negotiated purchase cannot be reached for the Property, the City Attorney is hereby authorized to immediately initiate condemnation proceedings, including all actions necessary to enable the City to take possession of said Property at the earliest possible date.

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

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, November 19, 2012.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1502-1112

[Legal Description and Map]

See following pages.

HILL DRIVE ALLEY DEDICATION

PART OF APN NUMBERS: 500-20-140
500-20-141

LEGAL DESCRIPTION

THE WEST 16.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

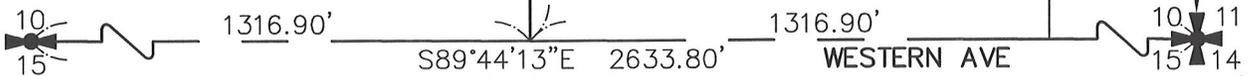
LOT 21, LOT 22, AND THE SOUTH HALF OF LOT 20, BLOCK 8, IRVING PLACE,
ACCORDING TO BOOK 28 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY,
ARIZONA.

CONTAINS 2,125 SQUARE FEET OR 0.049 ACRES, MORE OR LESS.



EXPIRES 09/30/2014

PREPARED BY:
STRAND ASSOCIATES, INC.
4602 E. ELWOOD ST., STE 16
PHOENIX, ARIZONA 85040



SW 1/4 COR.,
SEC. 10
FND. 3" M.C.H.D.
B.C.H.H.

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.00	S89°53'39"E
L2	16.00	N89°44'13"W

NOTES:

1. BASIS OF BEARING: THE BEARING OF SOUTH 89°44'13" EAST OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, G&SRM.
2. THIS EXHIBIT IS TO BE USED SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION(S) TO WHICH IT IS ATTACHED.

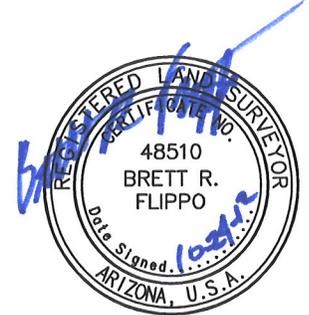


EXHIBIT MAP

HILL DRIVE ALLEY DEDICATION

**SE 1/4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, G&SRM
MARICOPA COUNTY, ARIZONA**



HILL DRIVE ALLEY DEDICATION
PART OF APN NUMBER: 500-20-151

LEGAL DESCRIPTION

THAT PORTION LYING NORTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 9, BLOCK 1, HILL TRACT, AS RECORDED IN BOOK 29 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA, AND LYING WEST OF A LINE PARALLEL WITH AND 16.00 FEET EASTERLY OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, OF THAT PARCEL AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2000-0588278, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH A FOUND 3" CITY OF AVONDALE BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 89°44'13" EAST, 1316.90 FEET, AND FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION BEARS NORTH 89°44'13" WEST, 1316.90 FEET;

THENCE NORTH 00°01'11" EAST, 183.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE **POINT OF BEGINNING**;

THENCE SOUTH 89°44'13" EAST, 16.44 FEET ALONG THE NORTH LINE OF SAID PARCEL TO A LINE 16.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10;

THENCE SOUTH 00°09'32" WEST, 13.00 FEET ALONG SAID LINE TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 9;

THENCE NORTH 89°44'13" WEST, 16.41 FEET ALONG SAID PROLONGATION TO THE WEST LINE OF SAID PARCEL;

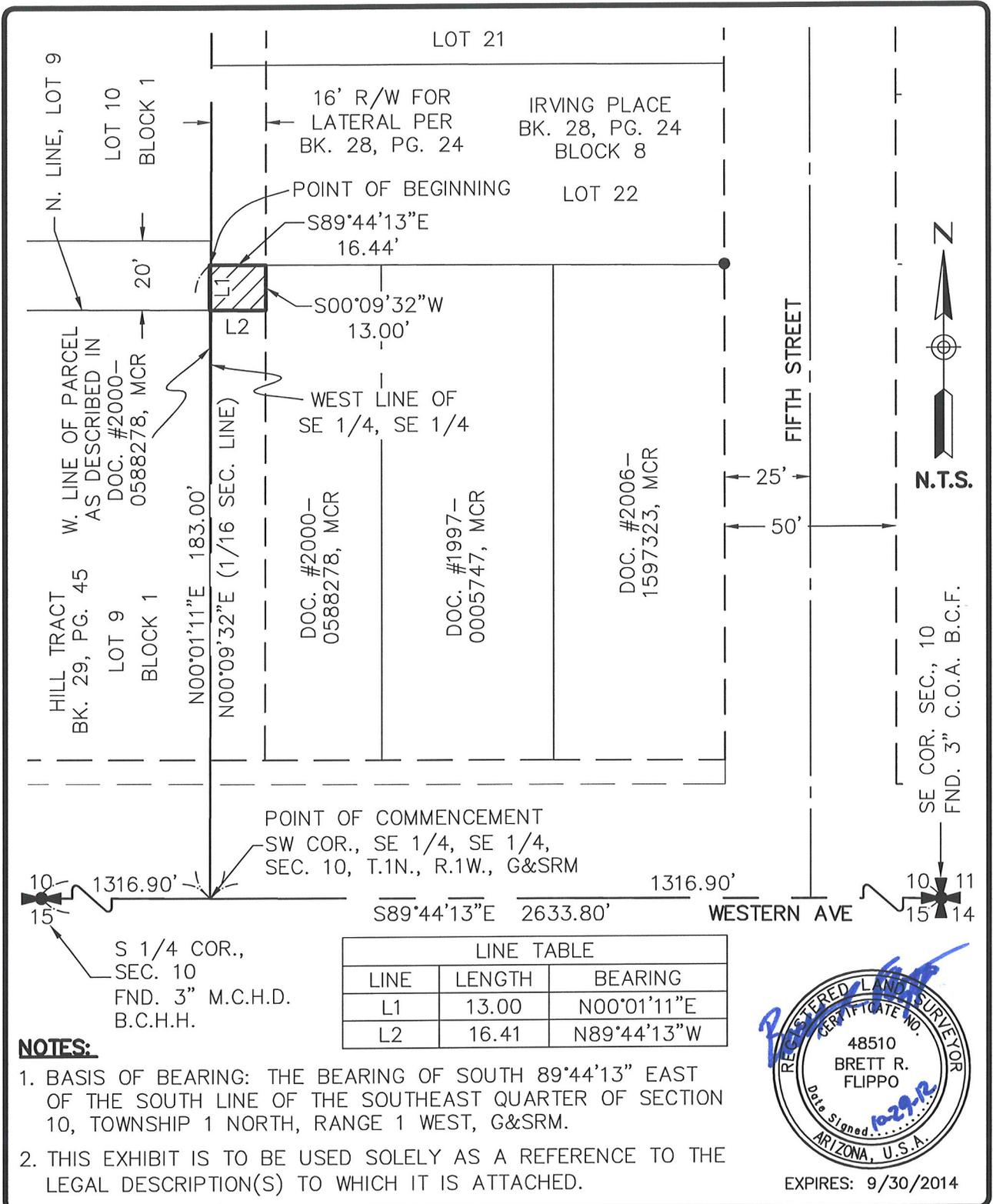
THENCE NORTH 00°01'11" EAST, 13.00 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE **POINT OF BEGINNING**.

CONTAINS 213 SQUARE FEET, MORE OR LESS.

PREPARED BY:
STRAND ASSOCIATES, INC.
4602 E. ELWOOD ST., STE 16
PHOENIX, ARIZONA 85040



EXPIRES 09/30/2014



NOTES:

1. BASIS OF BEARING: THE BEARING OF SOUTH 89°44'13" EAST OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, G&SRM.
2. THIS EXHIBIT IS TO BE USED SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION(S) TO WHICH IT IS ATTACHED.

LINE TABLE		
LINE	LENGTH	BEARING
L1	13.00	N00°01'11"E
L2	16.41	N89°44'13"W



EXPIRES: 9/30/2014

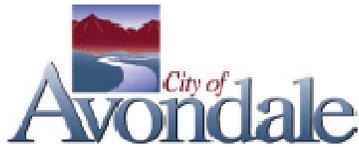
EXHIBIT MAP

HILL DRIVE ALLEY DEDICATION

SE 1/4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, G&SRM
MARICOPA COUNTY, ARIZONA

STRAND ASSOCIATES, INC. ENGINEERS

2 OF 2
3409.006



DEVELOPMENT SERVICES

SUBJECT:
Public Hearing – Zoning Extension for Avondale
Live PAD (PL-12-0185)

MEETING DATE:
November 19, 2012

TO: Mayor and Council
FROM: Tracy Stevens, Planning Manager (623) 333-4013
THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: This is a request for a one year time extension of Planned Area Development zoning on the subject property, to run through October 14, 2013.

PARCEL SIZE: Approximately 62 acres

LOCATION: North of the northwest corner of 99th Avenue and McDowell Road (Exhibits A, B, and C)

APPLICANT: Mr. Michael J. Curley, Earl, Curley, and Lagarde P.C. (602) 265-0094

OWNER: Mr. Eugene Kraus, Harbor Properties LLC, an Illinois Limited Liability Company (312) 327-1060

BACKGROUND:

The subject property is bounded by 99th Avenue to the east, the Gateway Pavilions shopping center to the south, and a vacant, undeveloped property to the north. The site's western boundary is adjacent to the former site of the movie studios (now vacant), Rio Vista Elementary School, and a large lot residential neighborhood in the county's jurisdiction. The site was annexed into the City by three separate Council actions between May 26, 1981 and February 1, 1999.

The property's current zoning of Planned Area Development (PAD) was approved by the City Council on September 14, 2009 (Exhibits D and E). The Avondale Live PAD divides the 62 acre site into three distinct development areas, as follows:

- **Studio District:** This area accommodates development of movie production facilities and related uses. These facilities include a large L-shaped building that would be utilized for offices and movie production, up to six stories in height, a smaller building for studio production support activities, such as set building and costume design, and a parking structure for use by employees and visitors of the studio.
- **Commercial District:** This area accommodates development of restaurant and retail buildings, constructed to face inward. The orientation of the buildings allows the primary entrances of the future shops to front onto a large pedestrian area with an iconic water feature serving as the centerpiece. Parking for the Commercial District will be accommodated by an expansion of the parking structure constructed as part of the Studio District.
- **Residential Village District:** This area accommodates high density multi-family residential development in a "village setting" - multiple buildings clustered and arranged near shared landscaped greens or courtyards. The PAD specifies that the units would be one to three story

condominiums or townhomes with a maximum density of 22 units per acre, and feature an urban character/design.

All off-site improvements are to be completed within the first phase of the project, including but not limited to street construction and the undergrounding of the SRP irrigation canal that currently runs along the eastern edge of the property.

SUMMARY OF REQUEST:

The applicant is requesting a one year extension of the Avondale Live PAD through October 14, 2013 (Exhibit F), citing the poor economic conditions over the past 3 years as the primary reason why development of the site has yet to occur. The narrative request summarizes the reasons why the applicant believes an extension is warranted, including:

- After three years of limited activity, there is now considerable 'buzz' from users looking for entitled properties. There are now major companies looking to locate in the Valley.
- Freeway-oriented sites are often the most attractive sites to major corporate users, however un-zoned sites will rarely be considered because of the time and uncertainty associated with having to rezone the property.
- The property owner has hired Nathan & Associates, Inc. to market the property for development.
- There are very few properties zoned to allow for movie production studios. By granting the extension, the property will remain in the inventory pool of well positioned parcels that will be attractive to proposed users.
- The PAD remains in conformance with the General Plan.

PARTICIPATION:

Not required.

PLANNING COMMISSION ACTION:

Not required.

ANALYSIS:

Conformance with General Plan

The application was submitted while the 2002 General Plan Land Use Map was still in effect. As such, the 2002 General Plan must be used when evaluating this request. That General Plan Land Use Map identifies the property as Mixed Use. The intent of the 2002 General Plan's Mixed Use Category is to provide for a mix of high intensity uses with a retail commercial emphasis and a residential component no larger than 45 percent of the property's developable area. The approved PAD is in substantial conformance with the General Plan that was in effect at the time of application.

The General Plan 2030 reclassifies the subject site as "Urban Commercial". The Urban Commercial land use designation is intended to accommodate compact commercial centers consisting of retail, restaurant, office, hotel, farmers market, community garden, and personal services. Residential units may be built within this designation if they are located on upper floors of multi-story buildings that feature commercial uses on the ground floor. The Studio District and Commercial Districts within the Avondale Live PAD are largely consistent with the new General Plan; the Residential Village District would need to require ground floor commercial uses in order to be in conformance with the GP2030. Staff would be unable to support future PAD extensions for this project unless a PAD amendment is completed to bring the Residential Village area in line with the General Plan's vision for the area.

Conformance with the Zoning Ordinance and Design Manual

The PAD meets or exceeds Zoning Ordinance requirements in regards to development standards and design requirements in all areas except for public art. Staff recommends a condition of this extension be the requirement that the project adhere to the requirements of the Public Art Ordinance, Zoning Ordinance Section 11.

PAD Zoning Expiration

The Zoning Ordinance requires that development of the first phase commence within three years of the effective date of the ordinance rezoning the property to PAD. Application for a one year extension of this deadline may be made to City Council as expiration nears; the City Council may grant a maximum of four such extensions. If an extension is denied, City Council may revert the zoning of the property to its previous zoning.

The effective date of the Avondale Gateway Center PAD rezoning ordinance was October 14, 2009. This is the first zoning extension request for this PAD. If the PAD zoning extension application is granted, the property will remain zoned PAD through October 14, 2013.

Conclusion:

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested one year extension of PAD zoning with the following condition of approval:

1. Developers within the PAD shall be required to adhere to the terms of the City's Public Art Ordinance, Avondale Zoning Ordinance Section 11.

FINDINGS:

With one staff recommended stipulation, the PAD substantially complies with the requirements of the 2002 General Plan in effect at the time of submittal, the Avondale Zoning Ordinance, and the Design Manual.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing and **APPROVE** application PL-12-0185 subject to one staff recommended stipulation.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-12-0185, a request for a one year extension of PAD zoning for Avondale Live through October 14, 2013, subject to one staff recommended stipulation.

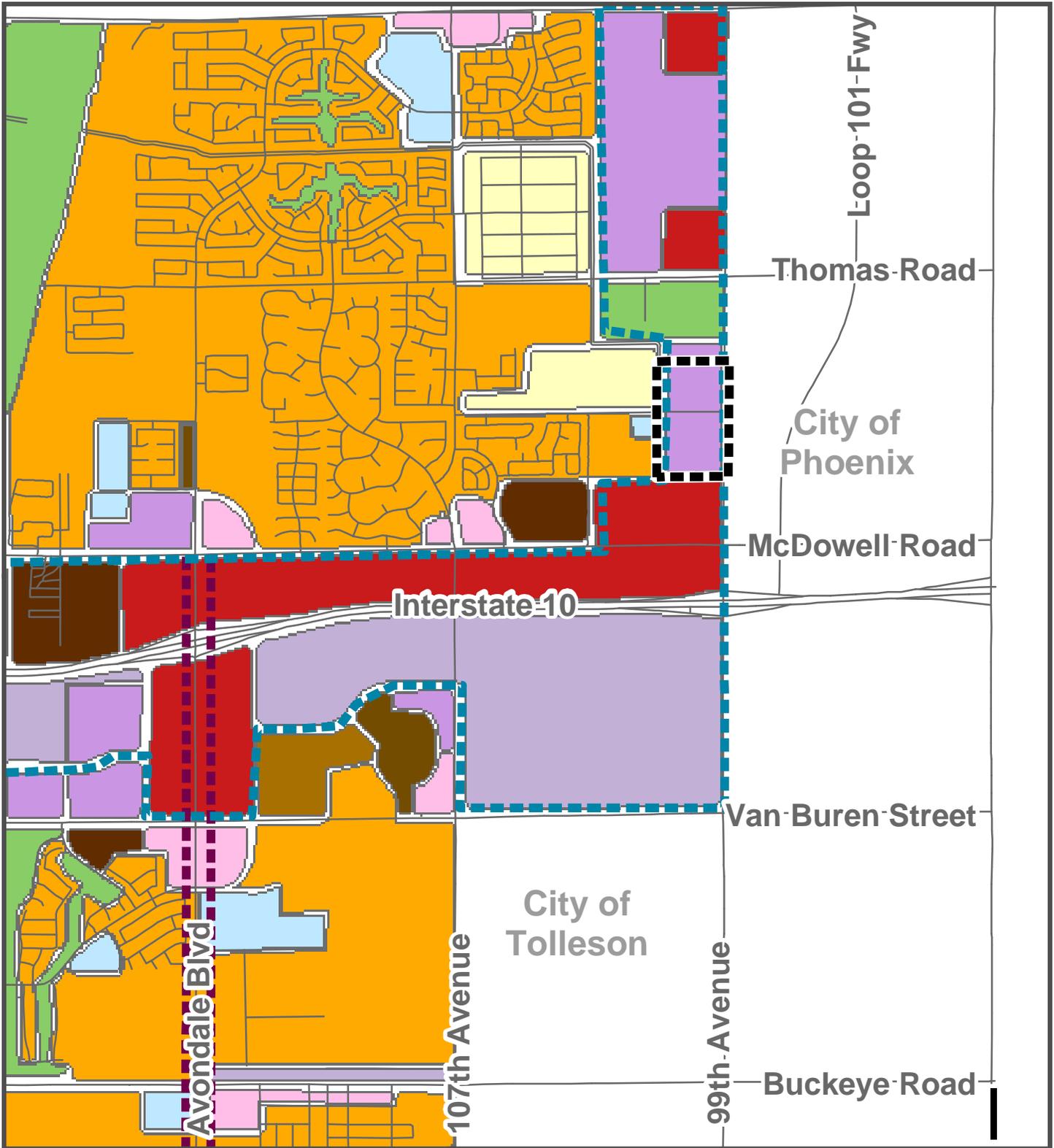
ATTACHMENTS:

Click to download

- [Exhibit A - General Plan Land Use Map \(2002 General Plan\)](#)
- [Exhibit B - Zoning Vicinity Map](#)
- [Exhibit C - Aerial Photograph](#)
- [Exhibit D - Ordinance 1387-909, approving the Avondale Live PAD](#)
- [Exhibit E - Approved Avondale Live PAD Development Plan and Program](#)
- [Exhibit F - Applicant's Request for Extension, dated August 28, 2012](#)

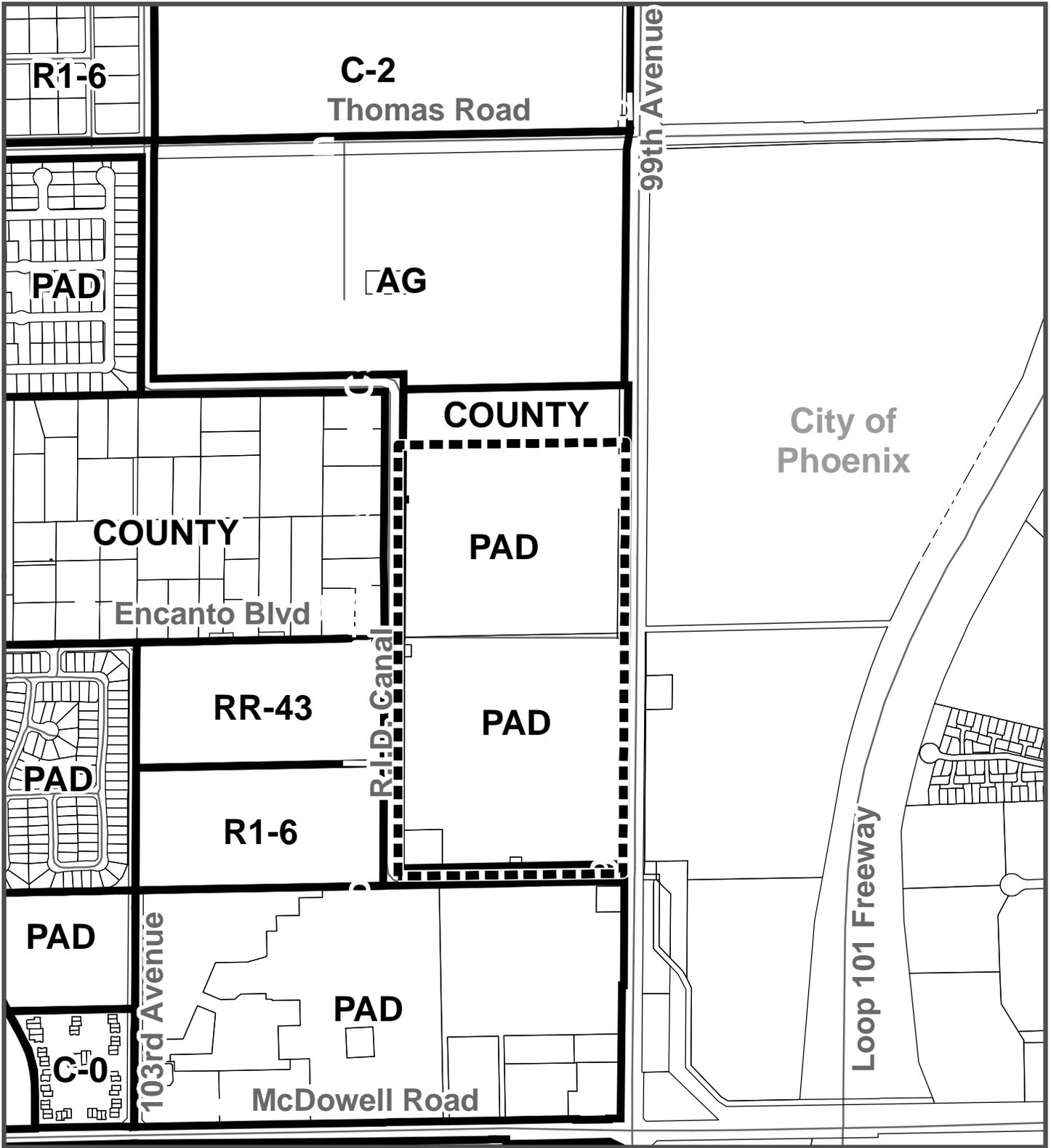
PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019



2002 General Plan Land Use Map

- | | | |
|--|---|--|
|  Freeway Commercial |  High Density Residential |  Public Facilities |
|  Commercial |  Medium High Density Residential |  Subject Property |
|  Mixed Use |  Medium Density Residential |  Growth Area |
|  Employment |  Low Density Residential |  Commercial and Employment Corridor |
|  Multi Family Residential |  Open Space | |



Zoning Vicinity Map



Subject Site





Aerial Photograph



Subject Site



ORDINANCE NO. 1387-909

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE GENERAL DEVELOPMENT PLAN AND PROGRAM FOR THE AVONDALE LIVE (FORMERLY LA ENTRADA) PAD FOR APPROXIMATELY 62 ACRES LOCATED AT THE NORTHWEST AND SOUTHWEST CORNERS OF 99TH AVENUE AND THE ENCANTO BOULEVARD ALIGNMENT, AS SHOWN IN FILENAME Z-09-4.

WHEREAS, on May 21, 2007, the Council of the City of Avondale (the “City Council”) approved the La Entrada PAD Development Plan and Program rezoning real property generally located west of 99th Avenue north and south of the Encanto Boulevard alignment; and

WHEREAS, the City Council adopted Ordinance No. 1343-209 on February 2, 2009, amending the La Entrada PAD Development Plan and Program; and

WHEREAS, the text of the La Entrada PAD Development Plan and Program and Ordinance No. 1343-209 erroneously indicated an affected area of approximately 60.77 acres, when the actual area (which area was correctly described and depicted in the legal descriptions and maps attached to the La Entrada PAD Development Plan and Program and Ordinance No. 1343-209) is more accurately described as encompassing approximately 62 acres of real property; and

WHEREAS, the City Council desires to further amend the La Entrada PAD Development Plan and Program and related stipulations; 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, as amended; and

WHEREAS, the Commission held a public hearing on Thursday, August 20, 2009, on this Ordinance after which the Commission recommended approval; and

WHEREAS, the Commission recommended to the City Council that this Ordinance be approved; and

WHEREAS, the City Council held a public hearing regarding this Ordinance on September 14, 2009.

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

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

SECTION 2. That the Avondale Live (formerly La Entrada) Planned Area Development (PAD) is hereby amended, as shown in File Z-09-4, subject to the following conditions:

1. Development of the subject property shall conform to the Avondale Live PAD Amendment Narrative date stamped August 10, 2009, except as modified by these stipulations.
2. The development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual, the most recent edition of the MAG Uniform Standard Specifications and Details and the most recent editions of the City of Avondale Supplement to MAG Uniform Standard Specifications and Details.
3. Financial assurance for all work within the public right-of-way, in an amount and form acceptable to the City Attorney, shall be deposited with the City prior to the issuance of the first construction permit.
4. All common, landscape and open space areas, including recreational structures, shall be maintained by the property manager and/or homeowners' association in accordance with the approved plan.
5. Final driveway locations, curb cuts and street cross-sections shall be finalized at the time of master site plan approval, as determined by the City Engineer.
6. As part of the first phase of development, the developer shall relocate the existing SRP irrigation canal along 99th Avenue per SRP requirements. This shall include, but not be limited to, the construction of the new pipe and all actions required to accommodate any necessary easements.
7. The developer shall dedicate right-of-way for 99th Avenue as required by the City Engineer prior to the issuance of a building permit on the subject property. Additional requirements for improvements, traffic signals and right-of-way for deceleration lanes, turn lanes and transit stops, may be required during the site plan review process as determined by the City Engineer.
8. The developer shall dedicate right-of-way for Encanto Boulevard from the eastern property line to the western property line of the subject property as required by the City Engineer prior to the issuance of a building permit on the subject property. Additional requirements for improvements, traffic signals and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined by the City Engineer.

9. As part of the first phase of development, the developer shall construct the full half-street improvements of the west side of 99th Avenue adjacent to the subject property and the entire width of Encanto Boulevard as shown in the PAD amendment.
10. Prior to the issuance of a building permit on the subject property, the developer shall contribute towards the cost of the design, purchase and installation of new traffic signals warranted by this development, as determined by the City Engineer during the master site plan review and approval process. This contribution will include no more than 50% of the cost of design, purchase, and installation of a new traffic signal at the intersection of 99th Avenue and Encanto Boulevard.
11. As part of the submittal of the Commercial District master site plan, the developer shall submit a sound study conducted by a registered architect to determine the effect of any theater and outdoor activities conducted on site.
12. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources ("ADWR") prior to recordation of the final plat or issuance of a building permit, whichever comes first.
13. The developer shall allocate any SRP surface water rights or any other surface water rights to the City prior to recordation of the final plat or issuance of a building permit, whichever comes first.
14. The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment rules prior to recordation of the final plat or issuance of a building permit, whichever comes first.

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, September 14, 2009.


Marie Lopez Rogers, Mayor

ATTEST:


Carmen Martinez, City Clerk

APPROVED AS TO FORM:

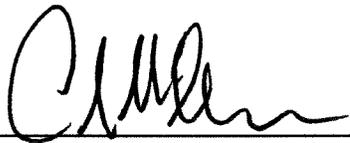

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1387-909
(Map and Legal Description)

EXHIBIT "ONE"

The Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 90 feet; and

EXCEPT the South 90 feet; and also

EXCEPT the following portion of Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as:

BEGINNING 90 feet East and 40 feet South of the Northwest corner of said Northeast quarter of the Southeast quarter;

Thence East 50 feet;

Thence South 65 feet;

Thence West 50 feet;

Thence North 65 feet to the place of beginning; and also

EXCEPT the following described property:

That part of the Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian further described as follows:

COMMENCING at the Southeast corner of said Section 32, said point also being the intersection of 99th Avenue and McDowell Road;

Thence, North 00 degrees 55 minutes 21 seconds West along the East line of said Section 32, also being the monument line of 99th Avenue, a distance of 1321.22 feet to the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 32;

Thence, continuing North 00 degrees 55 minutes 21 seconds West along said East Section line a distance of 90.00 feet to the North right-of-way line of the RID canal;

Thence, South 87 degrees 34 minutes 17 seconds West, departing said East Section line, along the North right-of-way line of the RID canal and parallel to and 90.00 feet North of the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 585.00 feet to the POINT OF BEGINNING;

Thence, continuing South 87 degrees 34 minutes 17 seconds West along the said North right-of-way line, a distance of 60.00 feet;

Thence, departing the said North right-of-way line, North 00 degrees 55 minutes 21 seconds West, parallel with the East line of said Section 32, a distance of 45.00 feet;

Thence, North 87 degrees 34 minutes 17 seconds East, parallel with the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 60.00 feet;

Thence, South 00 degrees 55 minutes 21 seconds East, parallel with the East line of said Section 32, a distance of 45.00 feet to the POINT OF BEGINNING; and also

EXCEPT the following described property:

That part of the Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian further described as follows:

COMMENCING at the Southeast corner of said Section 32, said point also being the intersection of 99th Avenue and McDowell Road;

Thence, North 00 degrees 55 minutes 21 seconds West along the East line of said Section 32, also being the monument line of 99th Avenue, a distance of 1321.22 feet to the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 32;

Thence, continuing North 00 degrees 55 minutes 21 seconds West along said East Section line a distance of 90.00 feet to the North right-of-way line of the RID canal;

Thence, South 87 degrees 34 minutes 17 seconds West, departing said East Section line, along the North right-of-way line of the RID canal and parallel to and 90.00 feet North of the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 1008.85 feet to the POINT OF BEGINNING;

Thence, continuing South 87 degrees 34 minutes 17 seconds West along said North right-of-way line, a distance of 220.00 feet to a North and East corner in the RID canal right-of-way said point being 90.00 feet East of the West line of the Northeast quarter of the Southeast quarter of said Section 32;

Thence, North 00 degrees 59 minutes 31 seconds West along the East right-of-way line of the RID canal and parallel to and 90.00 feet East of the West line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 200.00 feet;

Thence, North 87 degrees 34 minutes 17 seconds East, parallel with the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 220.00 feet;

Thence, South 00 degrees 59 minutes 31 seconds East, parallel with the West line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 200.00 feet to the POINT OF BEGINNING.

CHICAGO TITLE INSURANCE COMPANY
LEGAL DESCRIPTION

Page 1

Escrow/Title No. 2513791 17

PARCEL 1:

THE SOUTH 730.45 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 90 FEET AND

EXCEPT THE EAST 80 FEET THEREOF.

PARCEL 2:

THE WEST 25 FEET OF THE EAST 80 FEET OF THE SOUTH 730.45 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 3:

THE WEST 22 FEET OF THE EAST 55 FEET OF THE SOUTH 730.45 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION EXHIBIT "A"

PARCEL NO. 1:

THE SOUTH 147.38 FEET OF THE EAST 566.06 FEET OF THE SOUTH 294.77 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 730.45 FEET THEREOF.

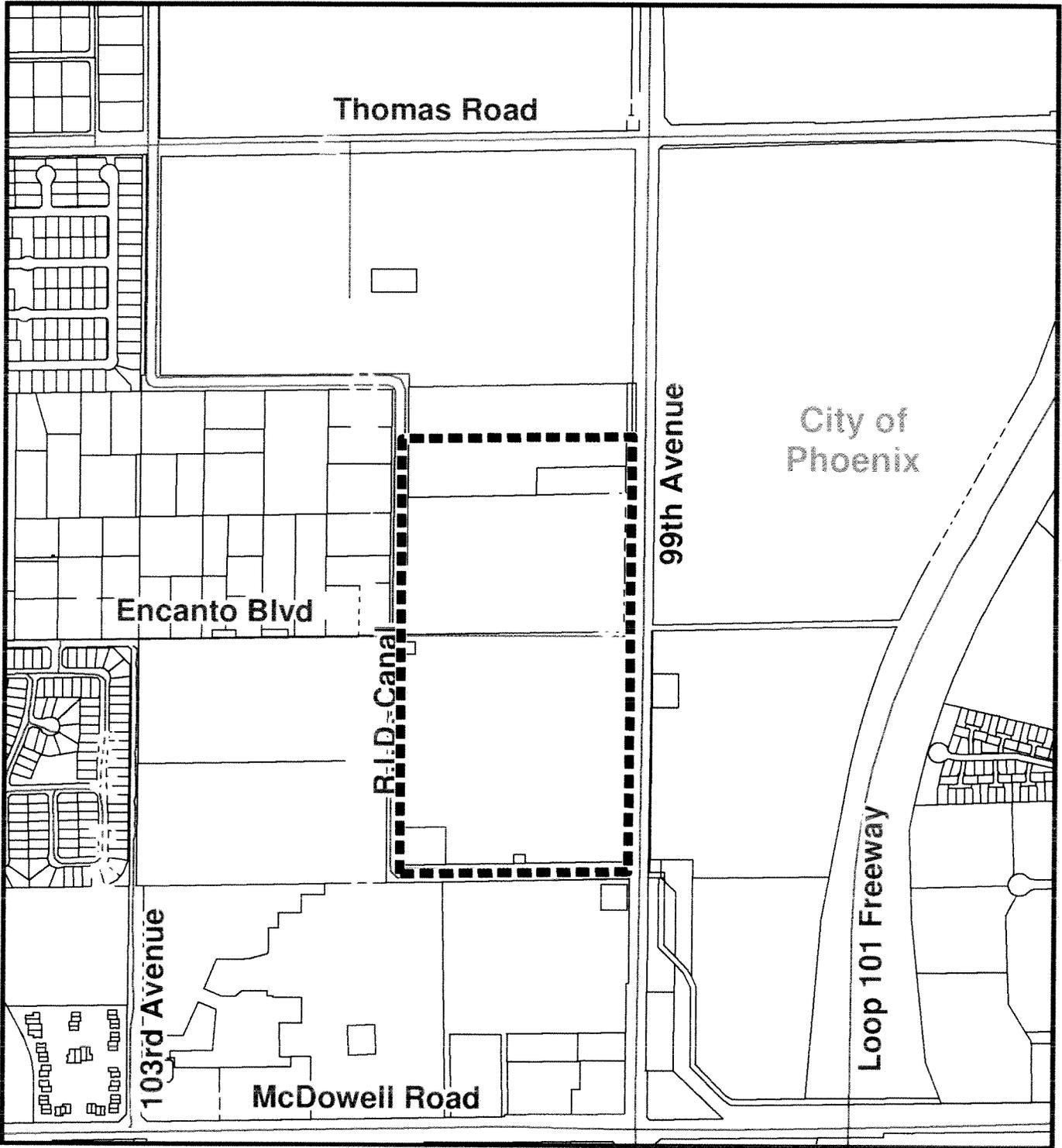
PARCEL NO. 2:

THE SOUTH 294.77 FEET, EXCEPTING THEREFROM THE SOUTH 147.38 FEET OF THE EAST 566.06 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 90 FEET; AND

EXCEPT THE SOUTH 730.45 FEET THEREFROM



Application Z-09-4



Subject Site





Bruce A. Bodner Co., Inc.

Phoenix

1661 E. Camelback Road
Suite 265
Phoenix, Arizona 85016
602.604.8266 T
602.604.8277 F

Chicago

307 N Michigan Ave
Suite 2018
Chicago, IL 60601
312.263.9000 T
312.263.9010 F

Indianapolis

One N. Meridian
Suite 300
Indianapolis, IN 46204
317.916.5500 T
317.916.5501 F

Planned Area Development

Revision 20090803



99th Avenue & Encanto Boulevard
Avondale, Arizona



Revision Page

<u>Title of Previous Approved Revision</u>	<u>Revision</u>
La Entrada Village Planned Area Development Rezoning Application	April 19, 2007
Avondale LIVE Planned Area Development Rezoning Application	20090303
Incorporated Development Standards & Design Guidelines Added Studio District	20090803

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1. EXECUTIVE SUMMARY

The vision for the development and design standards for Avondale LIVE is to establish a mixed-use development that is composed of three distinct districts that are designed to create a character that is engaging, entertaining, of high intensity, and urban in nature. These three separate districts, separated by their land uses and building types, have been established to produce a cohesive development, in which the land uses complement one another and superior architectural design standards focus on the relationship of building form and their connection to their respective surrounding areas. The three districts are the Studio District, Residential Village (High-Density, Multi-family) and the Commercial District (Mixed-Use Commercial/Retail/Office, Resort Hotel, Motion Picture Production, Live Theater, Film School).

In the Studio District buildings will be one to six stories with a large-scale urban character creating the most modern look for motion picture and television production studios. The Studio District will directly connect with the Commercial District. In the Commercial District buildings will be one to six stories with entertaining changes in elevations, an interconnecting water feature for entertainment and a pedestrian-friendly environment. Buildings will typically be placed so as to allow strategically placed pedestrian-friendly passageways for access to parking, retail, commercial activities, contiguous open spaces areas, and the mixed-use areas of the property. In the Residential Village buildings will be one to three stories with a small-scale urban character, creating a pleasing village ambiance and a pedestrian-friendly environment.

Each district will have their own unique development standards and design guidelines that will be applicable to their use and form, thus ensuring a distinctive character for each district area. The specific standards and elements can be found in section 3 herein, *Development Standards and Design Guidelines*. Even with the separate standards and guidelines Avondale LIVE will maintain its interconnectedness between the three districts by incorporating similar themes, color, building forms and architectural elements throughout the complete development. The purpose of the following paragraphs is to outline the development standards, design guidelines, and further elements that will be used to guide development in Avondale LIVE.

The development is currently zoned correctly for the residential and commercial districts and all of the appropriate uses are approved within the PAD. Soon to follow the Project Pre-Application, Master Site Plans will be submitted to the city for Phase I of the Studio District. The Master Site Plan shall include at least 10 acres in the Studio District.

2. PROJECT INTRODUCTION & OVERVIEW

PROPERTY OWNER

Bruce A. Bodner Company Inc.

Attn: Bruce Bodner

One North Meridian Street, Suite 300

Indianapolis, Indiana 46204

PROPERTY LOCATION

The property is located on the west side of 99th Avenue, north and south of Encanto Boulevard, Avondale, AZ 85323.

AERIAL PHOTO OF GENERAL AREA



AERIAL PHOTO OF IMMEDIATE AREA



LAND USE CLASSIFICATION

As reflected on the Preliminary Site Plan herein, Avondale LIVE will be a mixed-use area that is composed of three distinct districts that are designed to create a character that is engaging, entertaining, of high intensity, and urban in nature. The northern portion will consist primarily of a high-density multifamily residential area comprised of approximately 26 acres. The southern portion will be divided almost equally between the movie and television production studios, comprised of approximately 16 acres and the commercial retail area that is comprised of the remaining 16 (see Section *Preliminary Site Plan*).

AVONDALE LIVE DEVELOPMENT STANDARDS

Avondale LIVE will be made up of three separate districts. The development standards for each of the district areas can be found in section 3 herein, *Development Standards and Design Guidelines*. A Summary of each of the District areas can be found below:

Residential Village

(High-Density Multi-Family Residential)

The development standards for this area are intended to accommodate high-density multifamily residential uses in a village setting, in the form of multiple buildings that are clustered and arranged near shared landscaped greens and/or courtyards. It is the intent of this district to accommodate multi-family residential units, such as condominium and townhomes at a maximum density of 22 dwelling units per acre. Buildings will be 1-3 stories with a small-scale urban residential character, surrounded by ample vegetation.

Commercial/Office District

(Mixed-Use Commercial, Retail, Office, Film School, Resort Hotel)

The development standards for this area are intended to accommodate for a mixed-use development including general retail, restaurant, office, entertainment and service uses that capitalizes on visibility from the Interstate 10 (I-10) and Loop 101 Freeways. It is intended to include freestanding building pads as well as multiple buildings that will engage the pedestrian and create an active streetscape. Buildings will be primarily two to three (2-3) stories with some buildings fronting the major thoroughfare of 99th Avenue. One (1) story buildings will be allowed on the approximately two (2) acre portion north of Encanto Boulevard and also at the southeast corner of the Commercial District area. It is anticipated that buildings will need to engage the frontage of 99th Avenue. The proposed development standards and design guidelines have been provided to incorporate this type of urban intensity. This area is intended to accommodate more deck parking in an urban setting. Although parking is allowed in the front of the lots, it is preferred that parking is located in the parking structures, at the rear or sides of the buildings.

Studio District

(Motion Picture and Television Production, Live Theater, Film School)

The development standards for this area are intended to accommodate for a special-use development including Live Theater, Hotel, Film School, and Motion Picture production studios with accessory uses. Buildings will be primarily six (6) stories. The proposed development standards and design guidelines have been provided to incorporate this type of special-use intensity. This area is intended to be parked mainly through parking structures due to the density of the site.

Each of the districts will have distinct development standards that will address the following elements:

- building placement
- parking placement
- building profile
- building uses
- parking requirements
- exterior lighting
- screen walls and landscape buffers
- landscape
- signage

DESIGN GUIDELINES & ARCHITECTURAL CHARACTER

Avondale LIVE will create a unique environment with creative architectural design of a particularly contemporary southwest character, with both timeless historical charm as well as a fresh urban flair, which will make the urban design component a focal point for the community. The community will have an interesting variety of materials, forms, details, and color; all coordinated to create a lively, exciting space, conducive to attracting residents and visitors alike. A specific palette of colors and materials will be provided with the Master Site Plan, however, preliminary residential building elevations are provided herein to demonstrate the overall architectural theme and design features of the development. The design of each building within the overall development, including complementary uses such as retail, restaurants, hotels and residential, will be compatible through the use of common materials and colors while creating a distinct identity consistent with their individual use and purpose.

The specific design guidelines for each of the district areas can be found in Section 3.0, *Development Standards and Design Guidelines*. Each of the districts will have distinct design guidelines that will address the following elements:

- architectural variety and colors
- exterior colors
- roofs
- eaves, porches, trellises and awnings
- fenestration
- exterior doors
- utilitarian metals
- exterior lighting
- landscape
- screen walls and landscape buffers
- community amenities
- signage

Below is a summary description of some of the important development standards and design guidelines that will guide site design and building architecture throughout the center:

Building Form and Placement

The purpose of the development standards for building form and placement is to provide for an appropriate visual impact of buildings. This will be achieved through suitable placement of buildings that are dependant on their size, as well as the relationship between the length, width and height. The standards also provide for four-sided architecture that will be used in conjunction with the architectural theme and character. The striking visual impression of buildings throughout the development is an important element to the Avondale LIVE development and has been incorporated in Section 3.0, *Development Standards and Design Guidelines*.

Lighting Criteria

All lighting throughout the center shall comply with Section 707: Outdoor Lighting, of the City of Avondale Zoning Ordinance. A photometric plan will be provided at the time of final site plan approval.

Screen Walls and Landscape Buffers

Screening shall be accomplished by the use of landscape material, walls and berms. Specific screening measures will be identified with the Master Site Plan and will be tailored to the particular use. However, such screening measures shall be consistent with the building on-site in material and color.

Walls and fences are generally used for security purposes to define ownership, to mitigate nuisances such as noise, and to screen areas from public view. Walls and fences will be kept as low as possible while performing their functional purpose.

Specific development standards and guidelines for screen walls and landscape buffers as they apply to the separate district areas are provided in Section 3.0, *Development Standards and Design Guidelines*.

Signage

Signage will be an important design element for Avondale LIVE. A creative Comprehensive Signage Program will be implemented and provided with the Master Site Plan. Strong emphasis will be placed on the identity signage for the center as well as individual tenant signs and directional signs. Creative use of color, materials, and lighting is strongly encouraged. Signage and prominent entry monuments shall also be an important element of the entryways to the center. Signage design will coordinate directly with the Architecture of the project. Final details for all sign types will be provided with the Comprehensive Signage Program provided with the Master Site Plan.

Specific development standards and guidelines for signage is provided herein.

Building Elevations and Walls

The Preliminary Elevation exhibits showcase the development standards and design guidelines. Building materials and color palettes are also set forth in Section 3.0, *Development Standards and Design Guidelines* and will be more clearly identified with the Master Site plan.

Entrances

Clearly defined customer entrance and building entry accentuation is an important element of the Avondale LIVE development and has been addressed through the use of building materials, architectural design and specimen landscaping in Section 3.0, *Development Standards and Design Guidelines*.

Clearly defined entrances for residential areas of the development shall be accented by appropriate monuments and landscaping and shall be treated with landscaped pathways and lighting. Architectural elements, such as towers, arcades, varying roof shapes, awnings (both flat metal and canvas fabric), recessed entrances to shops, trellis, tile or standing seam metal roofs combined with flat roof elements and planter walls have been set forth in the guidelines to enhance the pedestrian experience and define customer entrances into buildings.

Pedestrian Focus

The Avondale LIVE development will facilitate pedestrian circulation within the entire project. Section 3.0, *Development Standards and Design Guidelines* provides the necessary standards for integrated pedestrian pathways that encourage residents to walk to school, work, shopping or on-site recreational amenities.

The pedestrian paths will feature enhanced landscaping, differentiated paving and lighting to make these pedestrian areas pleasing and safe. The element of safety is provided with standards that will be enhanced with the concept of "eyes of the street" and will be incorporated to deter the possibility of crime and/or vandalism. Differentiated paving will also be used to increase safety by showing where pedestrian paths cross vehicular circulation.

Landscaping and Open Space

The open space areas will provide opportunities for landscaping, including shade trees, grass turf areas, and water features. The purpose of the landscaped and open space area will be to complement and enhance the pedestrian scale of the development. A series of pedestrian pathways and pocket parks will provide linkage throughout the site as well as providing a sense of place for the residents. Open areas will provide a sense of arrival and public amenities designed to provide comfortable gathering areas. Specific standards and guidelines can be found in Section 3.0, *Development Standards and Design Guidelines*.

A unique landscape palette shall be created as part of the site plan review process.

ACCESS AND ON-SITE CIRCULATION

Regional access to the site is afforded by both Interstate 10 and Loop 101. Interchanges at 1-10 and 99th Avenue, Loop 101 and McDowell Road and Thomas Road provide convenient access to the site. 99th Avenue is classified as an Arterial Street in the City's General Plan and is not yet constructed to its ultimate section along the frontage of the project. At build-out, 99th Avenue will consist of three through travel lanes in each direction and a raised center median. Pavement, curb, gutter, sidewalk, landscaping and streetlight enhancements are necessary and will be provided in conjunction with development of the project site.

At this time, the Preliminary Site Plan envisions two (2) primary points of access to the development property; one from the east at Encanto Blvd. and 99th Avenue, the second from the east between Encanto Blvd and the RID canal. The Studio and Commercial Districts will have a primary ingress/egress access on Encanto Boulevard and a secondary ingress/egress access between Encanto Blvd and the RID canal on 99th Avenue. The Residential Village will have primary access on Encanto Blvd. and a secondary ingress/egress access point located at the northeast corner of the property and will be gated exits that will be available to those leaving the Residential Village. The ingress at the northeast corner of the property shall be a gated secure entrance for SRP to access the substation located on the northwest corner of the property. Additional evaluation will be conducted during the Master Site Plan and construction plan review processes to determine the ultimate traffic control and appropriate direct access points for the site along 99th Avenue and Encanto Boulevard. More information regarding the impact on trip generation for the property can be found in separate Traffic Impact Analysis report dated July 2009 by United Civil Group. An internal circulation network of drive aisles and pedestrian walkways throughout the community will also be identified with the Master Site Plan.

INFRASTRUCTURE

Water

The domestic, fire and irrigation water needs for development are anticipated to be provided via connections to the existing 16-inch water main in 99th Avenue and the provision of an on-site water loop. The on-site water loop will be sized to provide for the connection to individual lots for domestic, fire, and irrigation water. It is anticipated that the water system will be located within proposed access and roadway easements and easements provided for utility purposes. Precise locations for connections and networks shall be determined in the Master Site Plan. All infrastructures related to water services will be completed as they relate to the specific phase that will be developed and will be explicitly determined during the Master Site Plan process.

Sanitary Sewer

The routing of the sanitary sewer will be to take the sewer west, under the R.I.D. Channel, south of Encanto to the existing 15" sewer in 103rd Avenue.

PROVISIONS FOR ON-SITE AND OFF-SITE DRAINAGE

On site and off-site drainage will be addressed in accordance with development standards as set forth by the City of Avondale standards so as to accommodate all on-site and off-site drainage. It is anticipated that compensatory retention storage will be required for the project site and that this retention will be handled using both surface and sub-surface storage. Ultimate location, size and configuration of retention are anticipated to be provided as a part of the Master Site Plan review process.

All retention basins that are visible from public streets and common open spaces shall be designed to avoid a "bathtub" or linear channel appearance. Specific Development Standards and Design guidelines as applicable to retention areas can be found in Section 3.0, *Development Standards and Design Guidelines*.

OFF-SITE IMPROVEMENTS

Off-site improvements are anticipated to include connections to existing utilities within 99th Avenue, the construction of drive entrances as outlined above in the *Access and On-site Circulation* section above, the burial of the SRP canals, coordinating efforts with SRP to construct a two acre substation, and the construction of remaining half-street improvements along the 99th Avenue frontage. Off-site improvements may also include the provision of conduits for future signal construction at the main entry drive.

PHASING

Phasing of this development will be addressed according to the separate district areas.

Residential Village Area -The preliminary site plan currently shows the possibility of 2 (two) separate residential developments occurring on the site. Phasing for the Residential Village shall occur in a maximum of 2 (two) phases with a minimum acreage of 13 Acres being submitted as a Master Site Plan. The first phase of the residential village shall occur concurrently with, or after completion of, at least one phase (10 acres) of either the Commercial District or the Studio District.

Commercial District Area - Phasing for the Commercial District shall occur in a maximum of 3 (three) phases with a minimum of 10 Acres being submitted as a Master Site Plan.

The Studio District – Phasing for the Studio District shall occur in a single phase consisting of approximately 15 Acres being submitted as a Master Site Plan.

The anticipated phasing shedule is as follows;

<u>PHASE</u>	<u>Anticipated Start Date</u>	<u>Anticipated Completion Date</u>
STUDIO DISTRICT	4 TH QTR 2009	1 ST QTR 2011
COMMERCIAL DISTRICT	1 ST QTR 2012	4 TH QTR 2013
RESIDENTIAL VILLAGE	4 TH QTR 2013	1 ST QTR 2015

Off-Site improvements shall be completed in Phase I (Studio District).

OWNERSHIP AND MAINTENANCE OF COMMON AREAS

The Master Developer will construct common areas and facilities, which will include circulation and access roadways, utilities for the purposes of transmission and distribution, master signage, common area and perimeter landscaping. The center median proposed for the Encanto Blvd. round-about will also be considered a common area of the development.

Site common areas will ultimately be operated, owned and maintained by an Association. The construction of facilities by the Master Developer and the ownership, operation, and maintenance of common areas by an Association will better insure consistency and conformance with the intended character of the proposed development.

PROPOSED DEVELOPMENT MASTER PLAN

COUNTY ZONING
R-43

COUNTY ZONING
R-43

RESIDENTIAL VILLAGE

High Density Multi-Family

(22 du/acre)

PHOENIX ZONING
S-1

AVONDALE ZONING RR-43

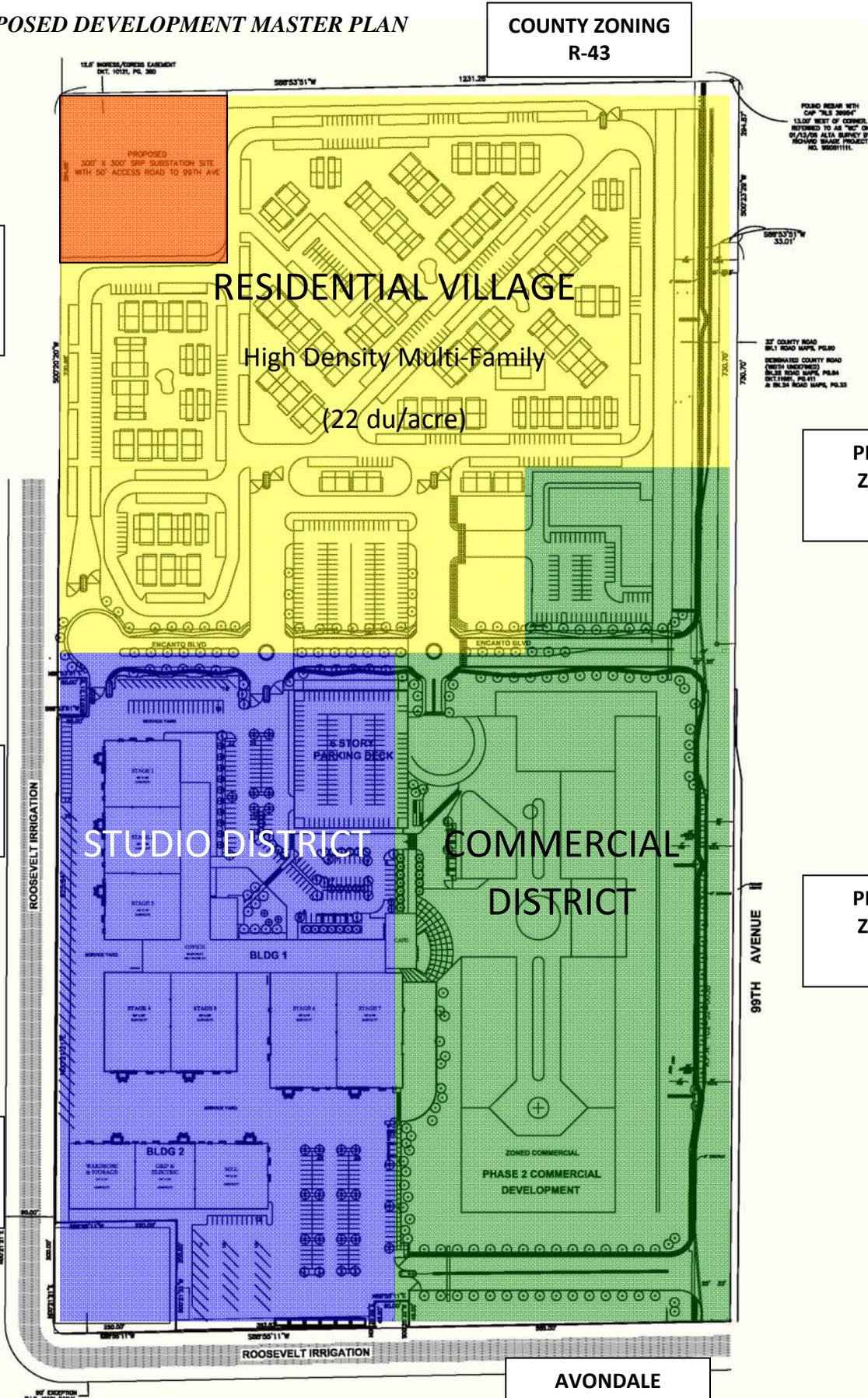
STUDIO DISTRICT

COMMERCIAL DISTRICT

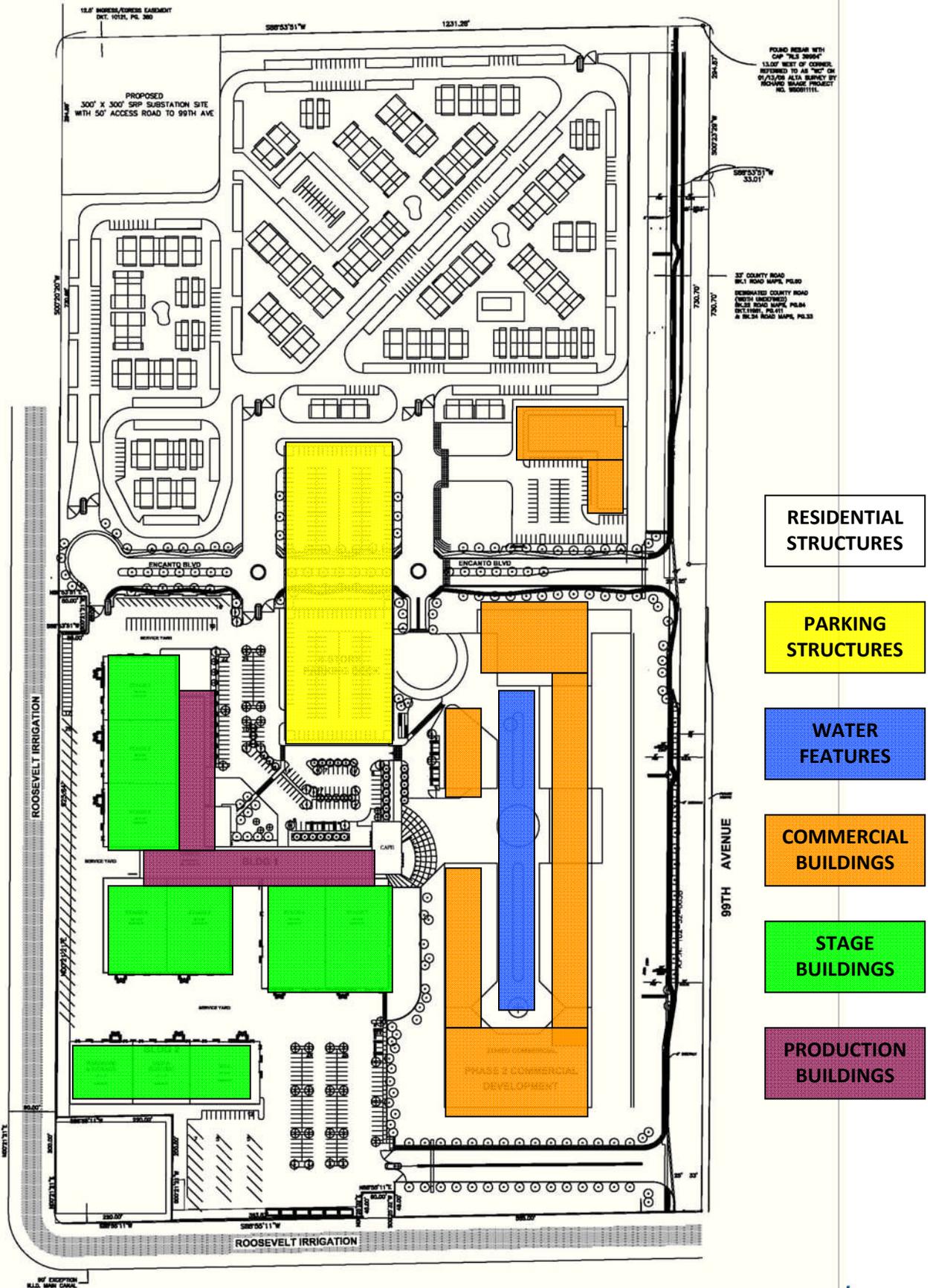
PHOENIX ZONING
S-1

AVONDALE ZONING
R1-6

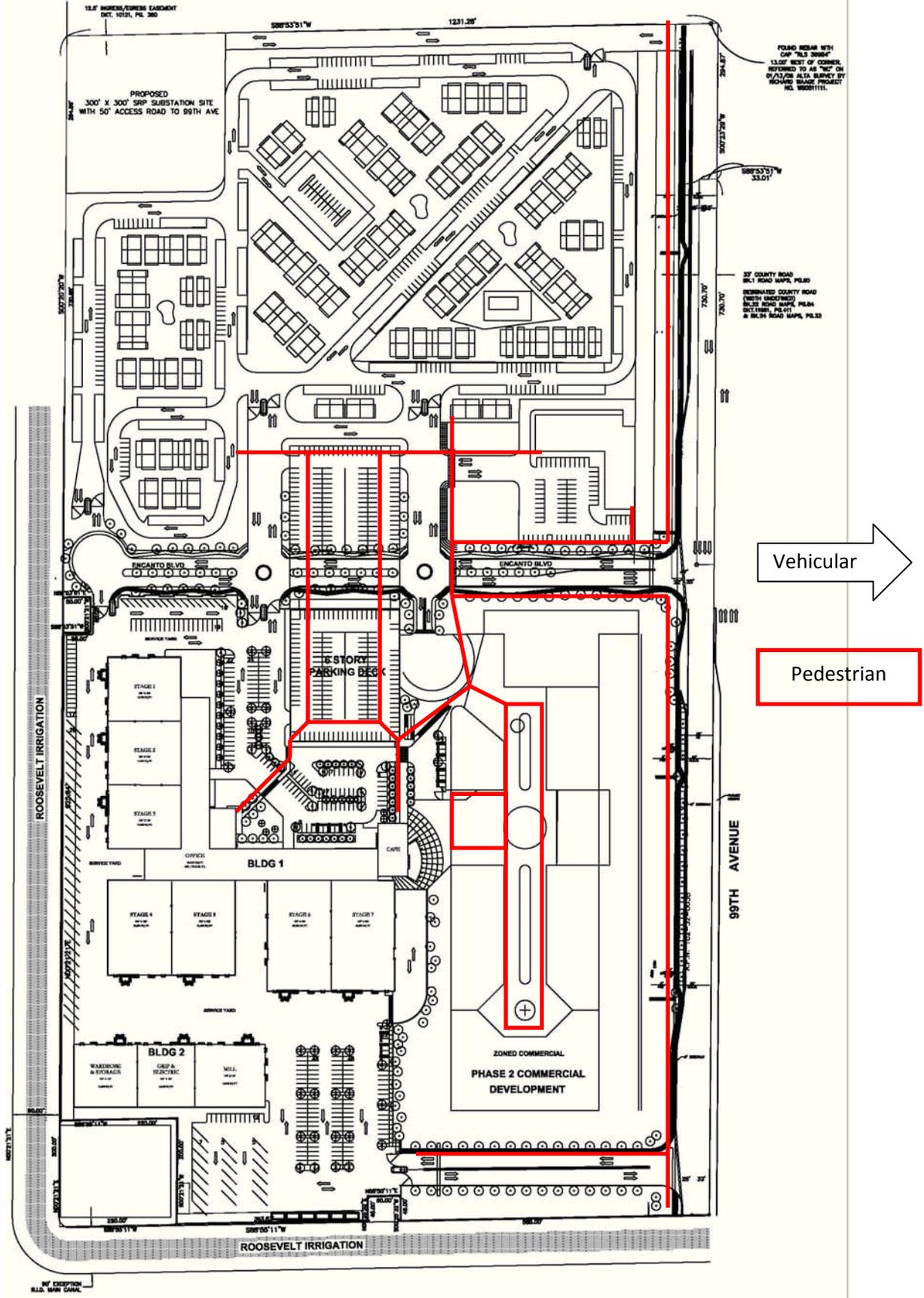
AVONDALE ZONING
PAD



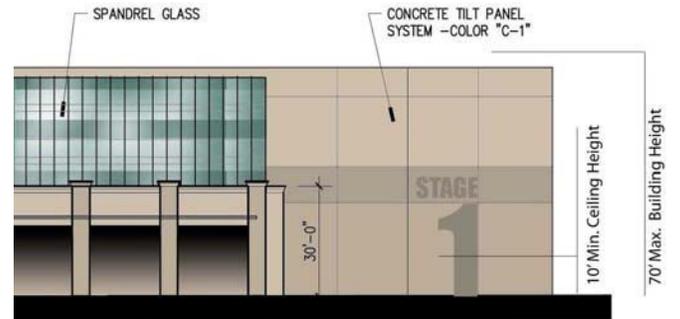
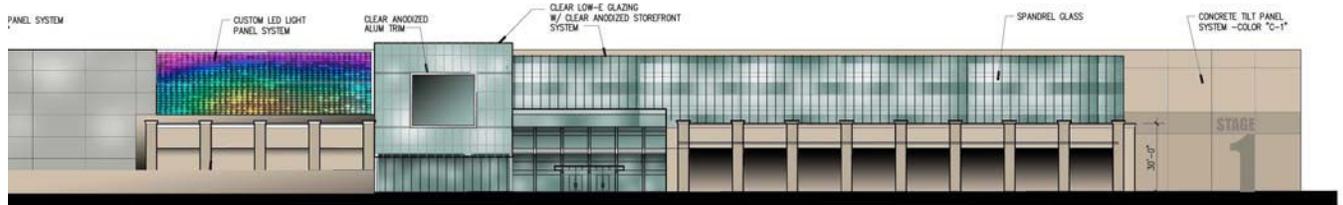
CONCEPTUAL MASTER SITE PLAN



CONCEPTUAL CIRCULATION PLAN



3. DEVELOPMENT STANDARDS & DESIGN GUIDELINES





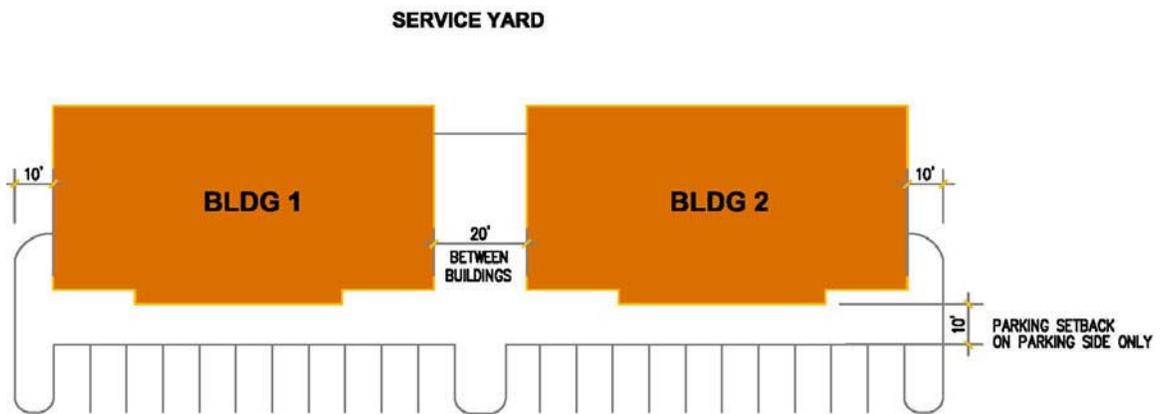
Part I - STUDIO DISTRICT GUIDELINES

BUILDING PLACEMENT

1. Setbacks

a. Perimeter setbacks for Studio District (Perimeter Setbacks):

- 1) Arterial setback: 50' minimum from property line to building or parking
- 2) Side property line setbacks:
 - 5' minimum from southern property line to parking
 - 15' setback from Encanto Boulevard to parking
 - 5' minimum from southern property line to buildings
 - 15' setback from Encanto Boulevard to buildings
- 3) Rear property line setbacks:
 - 5' minimum from property line to parking
 - 20' minimum from property line to buildings

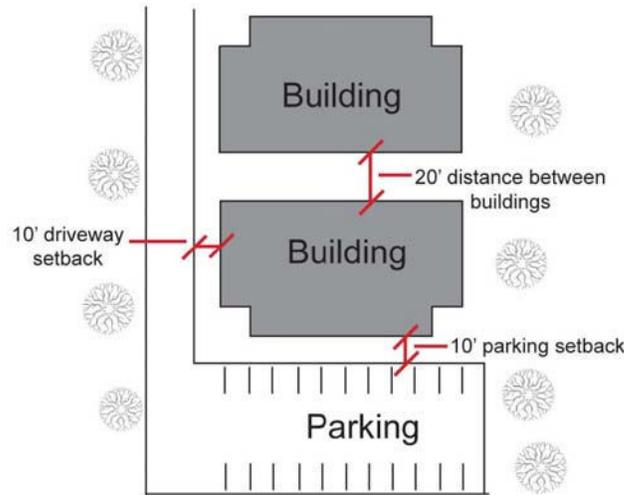


* Trees that are placed within the perimeter setback shall have planter pockets that shall have a minimum setback depth of 8' or have another measure as accepted at the Master Site Plan phase for the purpose of maintaining the viability of the trees.



a. Building setbacks within Studio District (Interior Setbacks):

- 1) Parking setback: 10' minimum to buildings
- 2) Driveway setback: 10' minimum to buildings
- 3) Distance between buildings: 20' minimum



2. Architectural Encroachments

Balconies, bay windows, chimneys, cantilevered parapets, shade structures and eaves may encroach into required setbacks.

PARKING PLACEMENT

1. Service Yard Parking

- a. Service Yard parking shall be located inside the Studio District area.
- b. Service Yard parking is intended for the use of loading and unloading for studio production and support uses and shall be permitted to deviate from the Avondale Zoning Ordinance requiring more than 12 parking spaces in a row to have a landscaped island, as the landscaped islands will hinder the flow of traffic in the designated “Service Yard” areas.
- c. Valet shall be a minimum of 10’ from any building



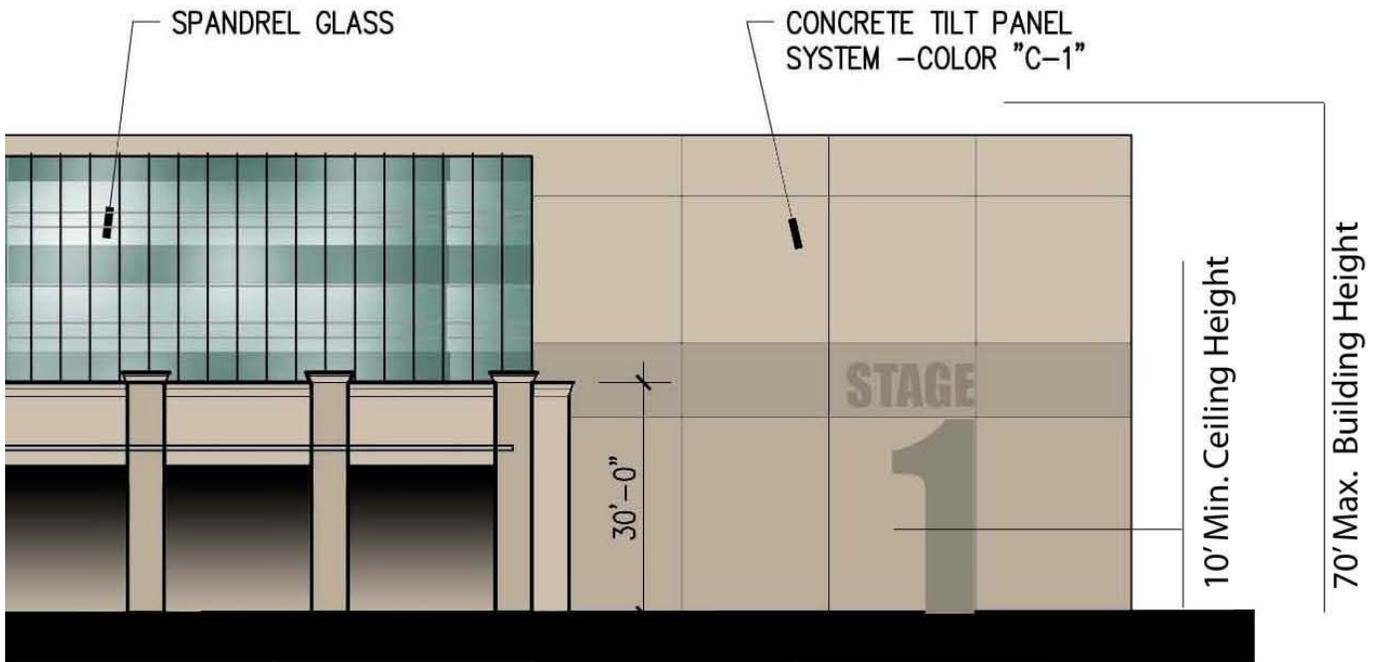
2. Studio, Commercial and Hotel Parking

- a. Studio, Commercial and hotel parking shall be located inside the Parking Deck area.
- b. Commercial and hotel parking shall be located a minimum of 10’ from any building.
- c. Valet shall be a minimum of 10’ from any building

BUILDING PROFILE

1. Height

- a. Maximum height: 70’ from adjacent grade
- b. Minimum height: 10’ floor-to-ceiling for commercial habitable space
- c. Maximum stories: 6



2. Architectural Features

- a. Chimneys and architectural features may exceed the maximum height subject to design review approval.



BUILDING USES

1. Permitted Uses

- a. Business Services
- b. Restaurants without drive-thru facilities.
- c. Professional, administrative, corporate, or business offices.
- d. Movie Studio Production and support facilities.
- e. Indoor live theater, outdoor amphitheater operation and theater support facilities.
- f. Colleges and universities.

2. Prohibited Uses.

The following uses are prohibited.

- a. Check cashing, bondsman, pawn shops, plasma centers and thrift stores.
- b. Day labor centers.
- c. Sexually-oriented businesses.
- d. Auto supply store.
- e. Gas service station with retail gas sales, convenience store and/or car wash.
- f. Non-chartered financial institution.
- g. Any use not expressly permitted herein.



PARKING REQUIREMENTS

General Office:	4:1,000 square feet
Stages:	2:1,000 square feet
Studio Production Support Facilities:	2:1,000 square feet
Indoor Theater:	1:2.5 seats

All other uses shall comply with the parking requirements of the City of Avondale, Arizona Zoning Ordinance.

Staff may approve alternative parking ratios and shared parking based upon the findings of a parking demand study prepared by a qualified traffic engineer.

Minimum dimensions for parking stalls, driveways, parking lot islands and other improvements shall conform to the City of Avondale requirements.

Parking canopies are permitted, not to exceed twelve (12) parking stalls in length and shall be architecturally compatible with the buildings. Design of parking canopies shall be upgraded through the use of fascia, skirts, or other details compatible with the buildings' architecture. Parking canopies will not be permitted in the front of buildings.



MATERIAL/DETAIL GUIDELINES

1. Architectural Variety and Colors

a. Architecture

- 1) All buildings shall have consistent four-sided architecture treatment.
- 2) The use of and variety of horizontal architectural forms is encouraged to avoid monotony and break up building massing and provided appropriate urban scale.
- 3) Building walls shall be articulated to create pedestrian scale, quality and reduce building massing.

b. The following color palettes are permitted: desert tans, stone, grays, beiges, soft mountain purples, gold, red rock, blue, yellow and green hues.

- 1) Additional colors may be approved at the Master Site Plan phase.

2. Exterior Materials

a. The following materials are permitted for exterior walls: concrete tilt-up panel, stucco, metal, stone, glazing, masonry, and tile. Exposed concrete block, pre-engineered metal/fiberglass/cementitious sidings are prohibited.

b. The following materials are permitted for exterior wall accents and detailing: stucco, stone, glazing, wood, decorative cast concrete or cantera stone, metal and tile.

c. Exterior walls shall adhere to the color standards set forth in Section 1.b.

3. Roofs

a. Roof forms may be flat or sloped.

- 1) Variation in roof forms is encouraged.
- 2) Size, shape and slope of roof forms shall be compatible with enhance the architectural character and scale of the building.

b. Flat roof forms shall comply with the following standards:

- 1) Shield flat roof with a parapet, decorative roof/eave form or other architectural feature designed to prevent the roof from being seen.

c. Slope roof forms shall adhere to the following standards:



- 1) Permitted roofing materials are: standing seam metal roof systems, clay tile, concrete tile and composite shingles.
- 2) Roof colors shall be compatible with color standards set forth in Section 1.b.
- 3) All flashings shall be of non-reflective metals; the color of flashings shall coordinate with the color of the roofing material.
- d. All roof-mounted equipment, mechanical penetrations, satellite dishes and ventilators projecting above the roofline shall be either fully recessed from view or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

4. Eaves, Porches, Trellises and Awnings

- a. Awnings must be an integral part of the building elevation design and constructed of permanent-type material.
- b. The following standards apply to awning:
 - 1) Permitted awning materials are: metal and fabric.
 - 2) Awning colors shall be compatible with the color standards set forth in Section 1.b., but may provide appropriate visual and color contrast as approved by during design review.
 - 3) Awning patterns may include solid or stripes; other patterns may be approved during design review.

5. Fenestration

- a. A 10' wall shall be permitted along the west side of the property for security.
- b. Glazing shall be dual glazed, low e, and tinted; residential glazing may be clear.
- c. Window frames shall be made of: anodized aluminum, steel or aluminum clad wood.
- d. If appropriate to the proposed architectural style, the use of window recesses (minimum 6") and architectural projections to enhance visual interest is encouraged, though not required.
- e. If appropriate to the proposed architectural style, the use of awnings, trellises and other shade structures is encouraged, though not required.



6. Exterior Doors

- a. The following materials are permitted for exterior doors: wood, metal and glass.
- b. Door colors/stain shall be compatible with the color standards set forth in Section 1.b.,
- c. If appropriate to the proposed architectural style, the use of door recesses (minimum 6”) to enhance visual interest is encourage, though not required.

7. Utilitarian Metals

- a. The following materials are permitted for guard rails, hand rails and gates: painted metal in black, antique, rusted or powder coat or stainless steel.
- b. Guard rails and gates shall be of a scale and character appropriate to the scale and architectural character of the building to which they are affixed.
- c. Guard rails and hand rails shall be compatible with the color standards set forth in Section 1.b., but may provide an appropriate color contrast to increase their visibility to users.

8. Exterior Lighting

- a. Office, retail, restaurant and hotel/motel lobby entry lighting.
 - 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
 - 2) Primary light fixtures shall be metal halide.
 - 3) The design of lighting fixtures shall be of a scale and architectural character compatible with the commercial building.
 - 4) Flood lighting is prohibited.
- b. Residential dwelling entry lighting and exterior hotel/motel room entry.
 - 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
 - 2) Primary light fixtures shall be compact florescent, incandescent or metal halide.
 - 3) The design of lighting fixtures shall be of a scale and architectural character compatible with the residential building.
 - 4) Flood lighting is prohibited.
- c. Elevated deck lighting.
 - 1) Down lighting or decorative wall-mounted sconce lighting is permitted. Decorative pole lighting may be permitted for large deck areas, subject to design review.



- 2) Primary light fixtures shall be compact florescent, incandescent or metal halide.
 - 3) The design of lighting fixtures shall be of a scale and character compatible with the building.
 - 4) Flood lighting is prohibited.
 - 5) Elevated deck lighting fixtures shall be located and oriented to focus light inward from the edges of the deck.
- d. Landscape lighting.
- 1) Accent lighting of select architectural, landscape and/or hardscape features is encouraged. Such lights shall be fully shielded and direct down.
 - 2) Exterior lighting fixtures shall be located and oriented to focus light inward from the edges of the parcel.
 - 3) Light fixtures that illuminate large areas from a single source are prohibited.
 - 4) All concrete light pole bases shall be designed to match the standards set for the entire development.

9. Landscape

- e. The Studio District shall comply with Section 12 of the Avondale, Arizona Zoning Ordinance with the following exceptions:
- 1) Minimum of 15% of Studio District shall be landscaped
 - 2) No required landscape buffer along west and south property lines in Studio District.



- f. The landscape design shall include pedestrian circulation amenities with the following elements.
 - 1) Walking path system that connects the Studio District with Encanto Boulevard to the north and 99th Avenue to the east.
 - 2) A walking path system that facilitates pedestrian traffic adjacent to 99th Avenue.
 - 3) A walking path system that connects the Studio District to the Commercial District.
 - 4) Pedestrian circulation linking the buildings in the Studio District.
 - 5) Pedestrian linkages to landscape/site amenities.
 - 6) Shaded pedestrian rest areas at least 100 square feet in size; shade may be accomplished by trees or shade structures. Sidewalks adjacent to the parking structure shall be shaded through the use of shade structures.
 - 7) Shade trees along the pedestrian path are required.
 - 8) Differentiated paving shall be used where the pedestrian path crosses vehicular circulation on Site using pavers, stamped concrete or contrasting colored concrete.
 - 9) Adequate landscape lighting to illuminate the pedestrian path. Such lighting may be down lighting or decorative street lamps.
- g. The landscape design may include appropriate water features, but water features are not required.
- h. Surface retention areas will have a maximum depth of 3' from the adjacent grade with a maximum slope of 4:1. A flat landscape buffer 5' wide shall be provided at the top of the retention basin. Retention areas greater than 3' may be approved by Staff. Decorative retaining walls may be used in retaining areas to create visual interest. Retention areas shall be designed to integrate into the landscape design.
- i. Street intersections shall be illuminated with street lamps. Parking areas shall be illuminated with down lighting as approved by Staff.

10. Screen Walls and Landscape Buffers

- a. Walls shall meet the requirements of Section 12 of the Avondale, Arizona Zoning Ordinance with the following exceptions:
 - 1) Maximum wall height surrounding the Studio District shall be 10'.
- b. The following materials are permitted for screen walls: stucco, non-reflective metal and wood.
- c. Walls to screen parking areas shall be a maximum allowable height of 3'6".



- d. Screen walls shall adhere to the color standards set forth in Section 1.b.
- e. Screening may also be accomplished through landscape buffers, as appropriate. Such landscape buffers may incorporate plants, trees and/or berms.
- f. All parking areas adjacent to 99th Avenue shall be screened from the right-of-way by a combination of landscape berms and screen walls. Walls shall not be used for more than 25% of the total frontage of the parking areas fronting 99th Avenue.
- g. Screening measures, such as a perimeter wall, shall be applied to the western and southern edges of the Studio District to provide a buffer from the adjacent neighboring uses.
- h. Loading and/or service areas shall be located on any side of the buildings within the Studio District. Services areas shall be screened with a combination of elements, including walls, berms and/or landscaping at a minimum height of six feet (6'). A combination of elements shall be used including angled walls, architectural details, and landscaping to screen service areas adjacent to 99th Avenue.



11. Community Amenities

a. Entry Features

- 1) The main vehicular entrance shall be clearly identified with appropriate monuments, landscaping and lighting.
- 2) The entry monument shall comply with the color standards set forth in Section 1.b. and shall incorporate approved exterior materials set forth in Section 2.
- 3) Well-defined pedestrian entrances are required.

12. Miscellaneous

a. Utility and/or mechanical equipment shall be fully screened per City of Avondale requirements.

- 1) Service electrical system panels shall be recessed into building elevations or screened with doors, landscaping or a solid wall (with landscaping) built of similar building materials and colors to the building architecture. This criteria shall adhere to utility company requirements and be approved by Staff.
- 2) To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.
- 3) No wall-mounted equipment shall be permitted on the front or street sides of any building.
- 4) Ground-mounted equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted in a Perimeter Setback.

b. Trash Enclosures

- 1) Trash collection areas shall be screened by a minimum 6' high masonry wall consistent with building and/or screen wall architecture. The trash collection location shall be further screened by landscaping.
- 2) Enclosure gates shall be designed to complement the building architecture.
- 3) Refuse collection areas shall not be permitted in any Perimeter Setback.
- 4) All trash enclosures shall meet City of Avondale requirements.

c. All building stairways shall be internalized or designed as an architectural feature



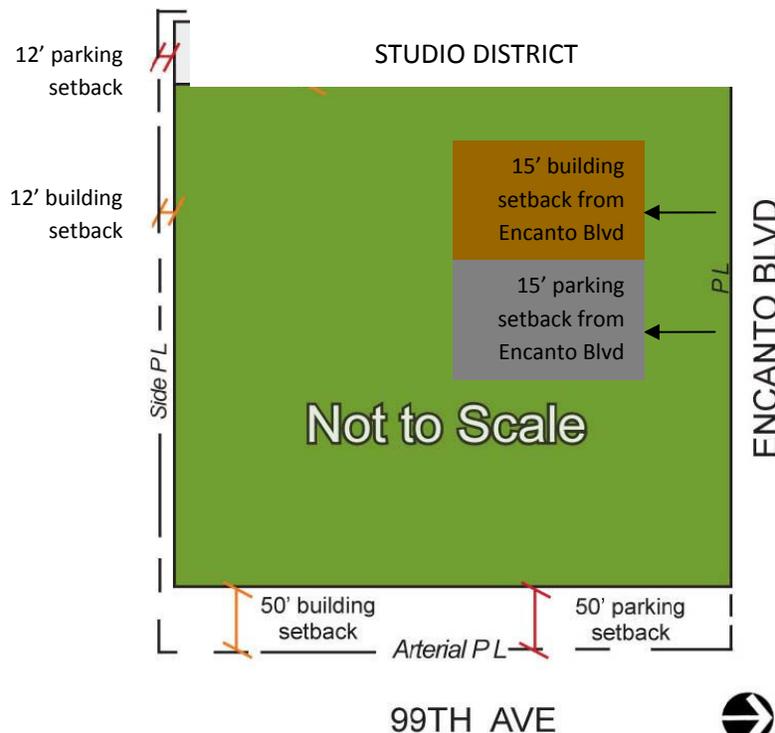
Part II – COMMERCIAL DISTRICT GUIDELINES

BUILDING PLACEMENT

1. Setbacks

a. Perimeter setbacks for Commercial District (Perimeter Setbacks):

- 1) Arterial setback: 50' minimum from property line to building or parking
- 2) Side property line setbacks:
 - 12' minimum from southern property line to parking
 - 15' setback from Encanto Boulevard to parking
 - 12' minimum from southern property line to buildings
 - 15' setback from Encanto Boulevard to buildings



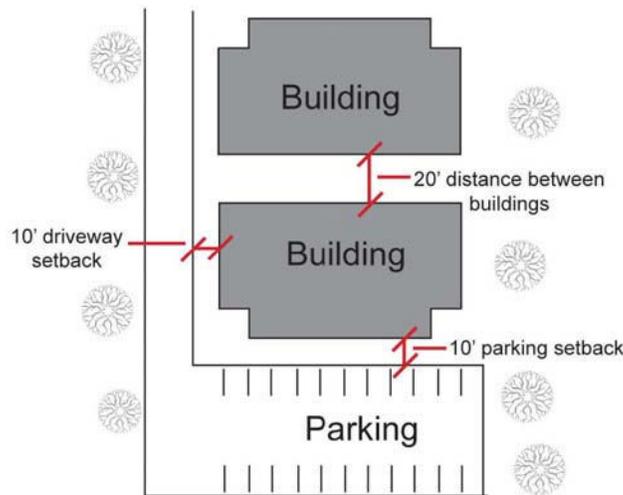
* Trees that are placed within the perimeter setback shall have planter pockets that shall have a minimum setback depth of 8' or have another measure as accepted at the Master Site Plan phase for the purpose of maintaining the viability of the trees.





b. Building setbacks within Commercial District (Interior Setbacks):

- 1) Parking setback: 10' minimum to buildings
- 2) Driveway setback: 10' minimum to buildings
- 3) Distance between buildings: 20' minimum



2. Architectural Encroachments

Balconies, bay windows, chimneys, cantilevered parapets, shade structures and eaves may encroach into required setbacks.

PARKING PLACEMENT

1. Commercial and Hotel Parking

- a. Commercial and hotel parking shall be located outside of the Commercial District Perimeter Setback area.
- b. Commercial and hotel parking shall be located a minimum of 10' from any building.
- c. Valet shall be a minimum of 10' from any building



2. Residential Parking for Mixed-Use Development in the Commercial District

- a. Residential parking and residential guest parking shall be located within the Parking Structures.
- b. Commercial and hotel parking shall be located outside of the Commercial District Perimeter Setback area.

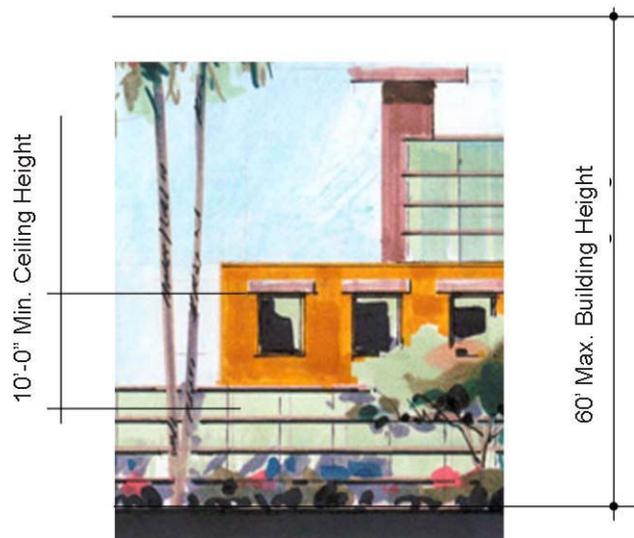
3. District Perimeter Setbacks.

- a. Residential parking and residential guest parking shall be located a minimum of ten feet (10') from any building and a maximum of one hundred fifty feet (150') from the unit it serves.

BUILDING PROFILE

1. Height

- a. Maximum height: 60' from adjacent grade
- b. Minimum height: 10' floor-to-ceiling for commercial habitable space
- c. Maximum stories: 6





2. Architectural Features

- a. Chimneys and architectural features may exceed the maximum height subject to design review approval.

BUILDING USES

1. Permitted Uses

- a. Barber shops, beauty shops, nail salons, tanning salons, day spas and similar personal service uses (not including massage, tattoo and body piercing).
- b. Brewpubs, taverns and cocktail lounges.
- c. Business services, including, but not limited to, copy centers, travel agencies, ticket sales, and employment agencies (not including day labor).
- d. Car rental office (no vehicle storage on site).
- e. Dancing, theatrical or music studio.
- f. Dry cleaning and laundry establishments (not to exceed 1,000 square feet).
- g. Financial institution with or without drive-thru facility
- h. Restaurants without drive-thru facilities.
- i. Health and exercise center (less than 10,000 square feet).
- j. Medical, dental, or health offices or clinics.
- k. Professional, administrative, corporate, or business offices.
- l. Recreation/entertainment uses such as movie theaters, bowling alleys, game rooms, video arcades, ice and roller skate rinks, and similar uses.
- m. Residential dwelling units are permitted on the second story and above.
- n. Resorts and hotels (including convention, conference, banquet, and event centers).
- o. Retail sales of new merchandise.
- p. Movie Studio Production and support facilities.
- q. Indoor live theater, outdoor amphitheater operation and theater support facilities.



2. Conditional Uses.

The following uses shall be permitted in the Commercial District through review and approval of a Conditional Use Permit. Conditional uses shall be processed and evaluated in accordance with Section 1 of the City of Avondale, Arizona Zoning Ordinance.

- a. Day care center or pre-school center.
- b. Restaurant with drive-thru facilities.
- c. Nightclubs (not including adult live entertainment as defined in Section 10 of the Avondale Zoning Ordinance)
- d. Financial institutions with drive-thru.

3. Accessory Uses.

The following uses are permitted as accessory uses directly related to an approved permitted use in the Commercial District.

- a. Outdoor dining.
- b. Sidewalk café.
- c. Walk-up automatic teller machines (ATM).

4. Prohibited Uses.

The following uses are prohibited.

- a. Check cashing, bondsman, pawn shops, plasma centers and thrift stores.
- b. Day labor centers.
- c. Sexually-oriented businesses.
- d. Any use not expressly permitted herein.
- e. Auto supply store.
- f. Gas service station with retail gas sales, convenience store and/or car wash.
- g. RV and/or Mobile Home Park.
- h. Non-chartered financial institution.



PARKING REQUIREMENTS

General office and non-retail commercial:	Per City of Avondale requirements
Retail:	Per City of Avondale requirements
Restaurant:	Per City of Avondale requirements
Lodging:	Per City of Avondale requirements
Restaurant/bar within hotel:	Per City of Avondale requirements
Banquet/meeting rooms within hotel:	Per City of Avondale requirements
Residential:	Per City of Avondale requirements
Residential guest:	1 space per every 4 units
Residential community facility:	Shared parking with residential parking
Recreation facility for residents only:	Shared parking with residential
Day-care	Per City of Avondale requirements

All other uses shall comply with the parking requirements of the City of Avondale, Arizona Zoning Ordinance.

Staff may approve alternative parking ratios and shared parking based upon the findings of a parking demand study prepared by a qualified traffic engineer.

Minimum dimensions for parking stalls, driveways, parking lot islands and other improvements shall conform to the City of Avondale requirements.

Parking canopies are permitted, not to exceed twelve (12) parking stalls in length and shall be architecturally compatible with the buildings. Design of parking canopies shall be upgraded through the use of fascia, skirts, or other details compatible with the buildings' architecture. Parking canopies will not be permitted in the front of buildings.



MATERIAL/DETAIL GUIDELINES

1. Architectural Variety and Colors

- a. Architecture
 - 1) All buildings shall have consistent four-sided architectural treatment.
 - 2) The use of and variety of horizontal architectural forms is required to avoid monotony and break up building massing and provided appropriate urban scale.
 - 3) Building walls shall be articulated to create pedestrian scale, quality and reduce building massing.
- b. The following color palettes are permitted: desert tans, stone, grays, beiges, soft mountain purples, and gold, red rock, blue, yellow and green hues.
 - 1) Additional colors may be approved at the Master Site Plan phase.

2. Exterior Materials

- a. The following materials are permitted for exterior walls: metal, stone, glazing, masonry, tile and limited stucco. Exposed concrete block, pre-engineered metal/fiberglass/cementitious sidings are prohibited.
- b. The following materials are permitted for exterior wall accents and detailing: stucco, stone, glazing, wood, decorative cast concrete or cantera stone, metal and tile.
- c. Exterior walls shall adhere to the color standards set forth in Section 1.b.

3. Roofs

- a. Roof forms may be flat or sloped.
 - 1) Variation in roof forms is encouraged.
 - 2) Size, shape and slope of roof forms shall be compatible with enhance the architectural character and scale of the building.
- b. Flat roof forms shall comply with the following standards:
 - 1) Shield flat roof with a parapet, decorative roof/eave form or other architectural feature designed to prevent the roof from being seen.
- c. Slope roof forms shall adhere to the following standards:



- 1) Permitted roofing materials are: clay tile, concrete tile and composite shingles.
- 2) Roof colors shall be compatible with color standards set forth in Section 1.b.
- 3) All flashings shall be of non-reflective metals; the color of flashings shall coordinate with the color of the roofing material.
- d. All roof-mounted equipment, mechanical penetrations, satellite dishes and ventilators projecting above the roofline shall be either fully recessed from view or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

4. Eaves, Porches, Trellises and Awnings

- a. Awnings must be an integral part of the building elevation design and constructed of permanent-type material.
- b. The following standards apply to awning:
 - 1) Permitted awning materials are: metal and fabric.
 - 2) Awning colors shall be compatible with the color standards set forth in Section 1.b., but may provide appropriate visual and color contrast as approved by during design review.
 - 3) Awning patterns may include solid or stripes; other patterns may be approved during design review.

5. Fenestration

- a. Glazing shall be dual glazed, low e, and tinted; residential glazing may be clear.
- b. Window frames shall be made of: anodized aluminum, steel or aluminum clad wood.
- c. If appropriate to the proposed architectural style, the use of window recesses (minimum 6”) and architectural projections to enhance visual interest is encouraged, though not required.
- d. If appropriate to the proposed architectural style, the use of awnings, trellises and other shade structures is encouraged, though not required.



6. Exterior Doors

- a. The following materials are permitted for exterior doors: wood, metal and glass.
- b. Door colors/stain shall be compatible with the color standards set forth in Section 1.b.,
- c. If appropriate to the proposed architectural style, the use of door recesses (minimum 6”) to enhance visual interest is encourage, though not required.

7. Utilitarian Metals

- a. The following materials are permitted for guard rails, hand rails and gates: painted metal in black, antique, rusted or powder coat or stainless steel.
- b. Guard rails and gates shall be of a scale and character appropriate to the scale and architectural character of the building to which they are affixed.
- c. Guard rails and hand rails shall be compatible with the color standards set forth in Section 1.b., but may provide an appropriate color contrast to increase their visibility to users.

8. Exterior Lighting

- a. Office, retail, restaurant and hotel/motel lobby entry lighting.
 - 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
 - 2) Primary light fixtures shall be metal halide.
 - 3) The design of lighting fixtures shall be of a scale and architectural character compatible with the commercial building.
 - 4) Flood lighting is prohibited.
- b. Residential dwelling entry lighting and exterior hotel/motel room entry.
 - 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
 - 2) Primary light fixtures shall be compact florescent, incandescent or metal halide.
 - 3) The design of lighting fixtures shall be of a scale and architectural character compatible with the residential building.
 - 4) Flood lighting is prohibited.
- c. Elevated deck lighting.
 - 1) Down lighting or decorative wall-mounted sconce lighting is permitted. Decorative pole lighting may be permitted for large deck areas, subject to design review.



- 2) Primary light fixtures shall be compact florescent, incandescent or metal halide.
 - 3) The design of lighting fixtures shall be of a scale and character compatible with the building.
 - 4) Flood lighting is prohibited.
 - 5) Elevated deck lighting fixtures shall be located and oriented to focus light inward from the edges of the deck.
- d. Landscape lighting.
- 1) Accent lighting of select architectural, landscape and/or hardscape features is encouraged. Such lights shall be fully shielded and direct down.
 - 2) Exterior lighting fixtures shall be located and oriented to focus light inward from the edges of the parcel.
 - 3) Light fixtures that illuminate large areas from a single source are prohibited.
 - 4) All concrete light pole bases shall be designed to match the standards set for the entire development.

9. Landscape

- a. The Commercial District shall comply with Section 12 of the Avondale, Arizona Zoning Ordinance with the following exceptions:
 - 1) Minimum of 25% of Commercial District shall be landscaped.
 - 2) Commercial District shall include a water feature.



- b. The landscape design shall include pedestrian circulation amenities with the following elements.
 - 1) Walking path system that connects the Commercial District with Encanto Boulevard to the north and 99th Avenue to the east.
 - 2) A walking path system that facilitates pedestrian traffic adjacent to 99th Avenue.
 - 3) A walking path system that connects the Commercial District to the Residential District.
 - 4) Pedestrian circulation linking the buildings in the Commercial District.
 - 5) Pedestrian linkages to landscape/site amenities.
 - 6) Shaded pedestrian rest areas at least 100 square feet in size; shade may be accomplished by trees or shade structures
 - 7) Shade trees along the pedestrian path are required.
 - 8) Differentiated paving shall be used where the pedestrian path crosses vehicular circulation on Site using pavers, stamped concrete or contrasting colored concrete.
 - 9) Adequate landscape lighting to illuminate the pedestrian path. Such lighting may be down lighting or decorative street lamps.
- c. Surface retention areas will have a maximum depth of 3' from the adjacent grade with a maximum slope of 4:1. A flat landscape buffer 5' wide shall be provided at the top of the retention basin. Retention areas greater than 3' may be approved by Staff. Decorative retaining walls may be used in retaining areas to create visual interest. Retention areas shall be designed to integrate into the landscape design.
- d. Street intersections shall be illuminated with street lamps. Parking areas shall be illuminated with down lighting as approved by Staff.

10. Screen Walls and Landscape Buffers

- a. The following materials are permitted for screen walls: stucco, non-reflective metal and wood.
- b. Walls to screen parking areas shall be a maximum allowable height of 3'6".
- c. Screen walls shall adhere to the color standards set forth in Section 1.b.
- d. Screening may also be accomplished through landscape buffers, as appropriate. Such landscape buffers may incorporate plants, trees and/or berms.



- e. All parking areas adjacent to 99th Avenue shall be screened from the right-of-way by a combination of landscape berms and screen walls. Walls shall not be used for more than 25% of the total frontage of the parking areas fronting 99th Avenue.
- f. Loading and/or service areas shall not be located at the front of buildings, but rather shall be placed to the side or rear of the building. Services areas shall be screened with a combination of elements, including walls, berms and/or landscaping at a minimum height of six feet (6') and a maximum height of eight feet (8'). Landscaping shall be included to enhance required screening, but shall not be considered the primary screening element.

11. Community Amenities

a. Entry Features

- 1) The main vehicular entrance shall be clearly identified with appropriate monuments, landscaping and lighting.
- 2) The entry monument shall comply with the color standards set forth in Section 1.b. and shall incorporate approved exterior materials set forth in Section 2.
- 3) Well-defined pedestrian entrances are required.

b. Community Facilities

- 1) If the Commercial District includes residential uses, at least one community facility shall be provided. The community facility may be provided within a mixed use building.
- 2) Such community facility shall include, at a minimum: a multi-purpose room. Additional community recreational amenities are required.

12. Miscellaneous

a. Utility and/or mechanical equipment shall be fully screened per City of Avondale requirements.

- 1) Service electrical system panels shall be recessed into building elevations or screened with doors, landscaping or a solid wall (with landscaping) built of similar building materials and colors to the building architecture. This criteria shall adhere to utility company requirements and be approved by Staff.
- 2) To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.
- 3) No wall-mounted equipment shall be permitted on the front or street sides of any building.



- 4) Ground-mounted equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted in a Perimeter Setback.
- b. Trash Enclosures
- 1) Trash collection areas shall be screened by a minimum 6' high masonry wall consistent with building and/or screen wall architecture. The trash collection location shall be further screened by landscaping.
 - 2) Enclosure gates shall be designed to complement the building architecture.
 - 3) Refuse collection areas shall not be permitted in any Perimeter Setback.
 - 4) All trash enclosures shall meet City of Avondale requirements.
- c. Drive-Thru Facilities
- 1) Drive-thru facilities shall be designed as an integral part of the primary building and include appropriate screening, the method of which shall be determined at the Master Site Plan phase. Canopies for drive-thru facilities shall be integrated into the building design and supporting columns shall have a minimum diameter of 18".
 - 2) Drive-thru lanes shall be screened from view from adjacent streets by landscaped areas and/or screen walls 3' high, minimum, as determined at the Master Site Plan phase
 - 3) Menu boards shall not be visible from adjacent streets.
 - 4) Drive-thru lanes, menu boards, service bay doors, bays, or loading areas shall be prohibited from facing 99th Avenue.
 - 5) Drive-thru circulation shall be designed to minimize traffic intrusion to the remainder of the site.
- d. All building stairways shall be internalized.



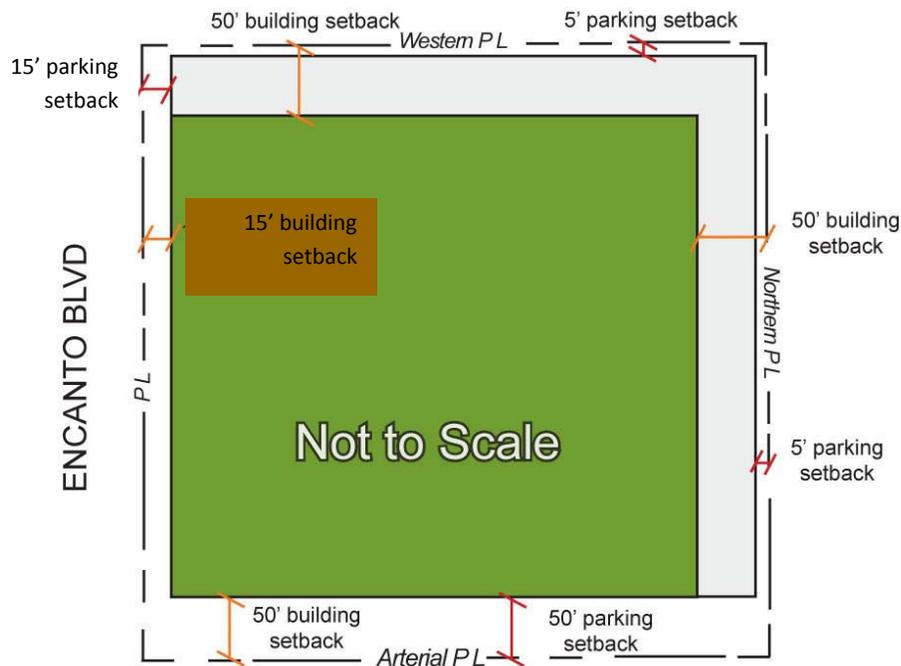
Part III – RESIDENTIAL VILLAGE GUIDELINES

BUILDING PLACEMENT

1. Setbacks

a. Perimeter setbacks for Residential Village (Perimeter Setbacks):

- 1) Arterial setback: 50' minimum from property line to building or parking
- 2) Northern property line setbacks: 10' minimum from southern property line to parking
50' setback from Encanto Boulevard to parking
- 3) Western property line setbacks: 5' minimum from property line to parking
50' minimum from southern property line to buildings 1 story
75' minimum setback from property line to buildings 2 & 3 stories
- 4) Encanto BLVD setbacks: 15' minimum from property line to parking
15' minimum from property line to buildings



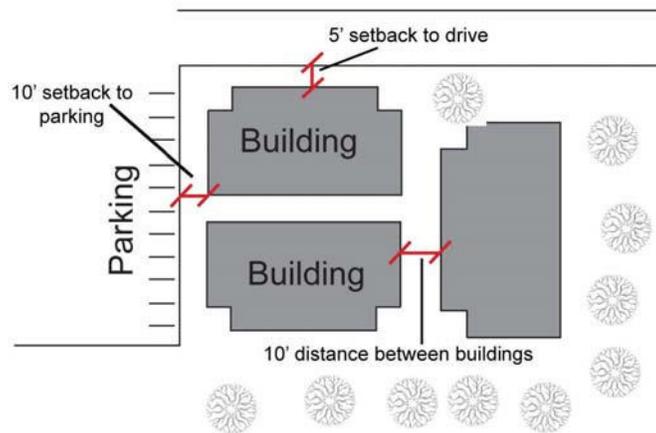
* Trees that are placed within the perimeter setback shall have planter pockets that shall have a minimum setback depth of 8' or have another measure as accepted at the Master Site Plan phase for the purpose of maintaining the viability of the trees.





b. Building setbacks within Residential Village (Interior Setbacks):

- 1) Parking setback: 10' minimum to buildings
- 2) Driveway setback: 5' minimum to buildings
- 3) Distance between buildings: 10' minimum;
30' minimum for walls including entrances
- 4) Bldg. Entrance/Exit 20' minimum face to entrance/exit



2. Architectural Encroachments

Balconies, bay windows, chimneys, cantilevered parapets, shade structures and eaves may encroach into required setbacks.

PARKING PLACEMENT

1. Residential Parking

- a. Residential parking shall be located on site within the Perimeter Setbacks.
- b. Residential parking shall be located a minimum of ten feet (10') from any building and a maximum of one hundred fifty feet (150') from the unit it serves.



2. Guest Parking

- a. Guest parking shall be located on site within the Perimeter Setbacks
- b. Guest parking shall be located a minimum of ten feet (10') from any building.

BUILDING PROFILE

1. Height

- a. Maximum height: 50' from adjacent grade
- b. Minimum height: 9' floor-to-ceiling for commercial habitable space
- c. Maximum stories: 3



2. Architectural Features

- a. Chimneys and architectural features may exceed the maximum height subject to design review approval.

BUILDING USES

1. Permitted Uses

The following uses shall be permitted in the Residential Village.

- a. Multi-family dwellings, including duplexes, townhouses, condominiums, apartments or other cluster housing types at a maximum of 22 dwelling units per acre.
- b. Accessory uses and buildings incidental to the principal use such as clubhouses, community building, on-site manager's office, pools, and garages.
- c. Public parks and public recreation facilities.
- d. Community swimming pools and similar recreational facilities of a non-profit nature when associated with a residential project.



- e. A temporary construction office, shed and/or storage yard in conjunction with on-site construction subject to the City of Avondale Zoning Ordinance.
- f. A temporary residential sales office for the on-site sale of residential units, subject to the City of Avondale Zoning Ordinance.
- g. Home occupations in accordance with the City of Avondale Zoning Ordinance.

2. Conditional Uses.

The following uses shall be permitted in the Residential Village through review and approval of a Conditional Use Permit. Conditional uses shall be processed and evaluated in accordance with Section 1 of the City of Avondale, Arizona Zoning Ordinance.

- a. Day-care facility. Single daycare facilities will not be allowed to exceed 5,000 square feet and will be for servicing residents of the Residential Village.

3. Prohibited Uses.

- a. RV and/or mobile home parks.
- b. Any other use not expressly permitted herein.

PARKING REQUIREMENT

All uses shall comply with the parking requirements of the City of Avondale, Arizona Zoning Ordinance.

Staff may approve alternative parking ratios and shared parking based upon the findings of a parking demand study prepared by a qualified traffic engineer.

Minimum dimensions for parking stalls, driveways, parking lot islands and other improvements shall conform to the City of Avondale requirements.

Parking canopies are permitted, not to exceed twelve (12) parking stalls in length and shall be architecturally compatible with the buildings. Design of parking canopies shall be upgraded through the use of fascia, skirts, or other details compatible with the buildings' architecture. Parking canopies will not be permitted in the front of buildings.



MATERIAL/DETAIL GUIDELINES

1. Architectural Variety and Colors

a. Architecture

- 1) All residential and community buildings shall have consistent four-sided architectural treatment.
- 2) The use of and variety of horizontal architectural forms is encouraged to avoid monotony and break up building massing.
- 3) Building walls shall be articulated to create pedestrian scale, quality and reduce building massing.

b. The following color palettes are permitted: desert tans, stone, grays, beiges, soft mountain purples, gold, red rock, blue, yellow and green hues.

- 1) Additional colors may be approved at the Master Site Plan phase.

2. Exterior Materials

a. The following materials are permitted for exterior walls: stucco, metal, stone, glazing, masonry, and tile. Exposed concrete block, pre-engineered metal/fiberglass/cementitious sidings are prohibited.

b. The following materials are permitted for exterior wall accents and detailing: stucco, stone, glazing, wood, decorative cast concrete or cantera stone, metal and tile.

c. Exterior walls shall adhere to the color standards set forth in Section 1.b.

3. Roofs

a. Roof forms may be flat or sloped.

- 1) Variation in roof forms is encouraged.
- 2) Size, shape and slope of roof forms shall be compatible with enhance the architectural character and scale of the building.
- 3) Where sloping roof forms are used, multiple planes may be incorporated to enhance architectural interest.



- b. Flat roof forms shall comply with the following standards:
 - 1) Shield flat roof with a parapet, decorative roof/eave form or other architectural feature designed to prevent the roof from being seen.
- c. Slope roof forms shall adhere to the following standards:
 - 1) Permitted roofing materials are: standing seam metal roof systems, clay tile, concrete tile and composite shingles.
 - 2) Roof colors shall be compatible with color standards set forth in Section 1.b.
 - 3) All flashings shall be of non-reflective metals; the color of flashings shall coordinate with the color of the roofing material.
- d. All roof-mounted equipment, mechanical penetrations, satellite dishes and ventilators projecting above the roofline shall be either fully recessed from view or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

4. Eaves, Porches, Trellises and Awnings

- a. Awnings must be an integral part of the building elevation design and constructed of permanent-type material.
- b. The following standards apply to awning:
 - 1) Permitted awning materials are: metal and fabric.
 - 2) Awning colors shall be compatible with the color standards set forth in Section 1.b., but may provide appropriate visual and color contrast as approved by during design review.
 - 3) Awning patterns may include solid or stripes; other patterns may be approved during design review.



5. Fenestration

- a. Glazing shall be dual glazed, low e, and tinted; residential glazing may be clear.
- b. Window frames shall be made of: anodized aluminum, steel or aluminum clad wood.
- c. Window colors shall be compatible with the color standards set forth in Section 1.b., but may provide appropriate visual and color contrast as approved during design review.
- d. If appropriate to the proposed architectural styles, the use of window recesses (minimum 6”) to enhance visual interest is encouraged, though not required.
- e. If appropriate to the proposed architectural style, the use of awnings and other shade structures is encouraged, though not required.

6. Exterior Doors

- a. The following materials are permitted for exterior doors: wood, composite, metal and glass.
- b. Door colors/stain shall be compatible with the color standards set forth in Section 1.b., but may provide appropriate color contrast for increased architectural interest.
- c. If appropriate to the proposed architectural style, the use of door recesses (minimum 6”) to enhance visual interest is encourage, though not required.

7. Utilitarian Metals

- a. The following materials are permitted for guard rails, hand rails and gates: painted metal in black, antique, rusted, powder coat or stainless steel.
- b. Guard rails and gates shall be of a scale and character appropriate to the scale and architectural character of the building to which they are affixed.
- c. Guard rails and hand rails shall be compatible with the color standards set forth in Section 1.b., but may provide an appropriate color contrast to increase their visibility to users.

8. Exterior Lighting

- a. Residential Dwelling Entry Lighting.
 - 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
 - 2) Primary light fixtures shall be compact florescent, incandescent, or metal halide
 - 3) The design of lighting fixtures and their support shall be of a scale and architectural character compatible with the commercial building.
 - 4) Flood lighting is prohibited.



b. Private Residential Patio Lighting.

- 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
- 2) Primary light fixtures shall be compact florescent, incandescent or metal halide.
- 3) The design of lighting fixtures shall be of a scale and architectural character compatible with the residential building.
- 4) Flood lighting is prohibited.

c. Landscape Lighting.

- 1) Accent lighting of select architectural, landscape and/or hardscape features is encouraged. Such lights shall be fully shielded and direct down.
- 2) Landscape lighting fixtures shall be located and oriented to focus light inward from the edges of the parcel.
- 3) Light fixtures that illuminate large areas from a single source are prohibited.
- 4) Parking lighting shall be down lighting provided mounted on light poles, in shade structures and decorative lighting.
- 5) All concrete light pole bases shall be designed to match the standards set for the entire development.

9. Landscape

- a. The landscaping in the Residential Village shall meet the requirements in Section 12 of the City of Avondale, Arizona Zoning Ordinance.
- b. The landscape design shall include pedestrian circulation amenities with the following elements.
 - 1) Walking path system that connects the Residential Village with Encanto Boulevard to the south and 99th Avenue to the east.
 - 2) A walking path system that facilitates pedestrian traffic adjacent to 99th Avenue and adjacent to Encanto Boulevard.
 - 3) A walking path system that connects the Residential Village to the Commercial Village.
 - 4) Shaded pedestrian rest areas at least 100 square feet in size; shade may be accomplished by trees or shade structures.
 - 5) Shade trees along the pedestrian path are encouraged.



- 6) Differentiated paving shall be used where the pedestrian path crosses vehicular circulation on site.
 - 7) Adequate landscape lighting to illuminate the pedestrian path. Such lighting may be down lighting or decorative street lamps.
- c. The landscape design shall include an entry feature for the Residential Village with appropriate signage.
 - d. Community courtyard areas to facilitate recreation and provide a safe play environment for children are encouraged.
 - e. The landscape design may include appropriate water features, but water features are not required.
 - f. Surface retention areas will have a maximum depth of 3' from the adjacent grade with a maximum slope of 4:1. A flat landscape buffer 5' wide shall be provided at the top of the retention basin. Retention areas greater than 3' may be approved by Staff. Decorative retaining walls may be used in retaining areas to create visual interest. Retention areas shall be designed to integrate into the landscape design.
 - g. Street intersections shall be illuminated with street lamps.

10. Screen Walls and Landscape Buffers

- a. Screen walls shall have architecture consistent with surrounding buildings. The following materials are permitted for screen walls: stucco, non-reflective metal and wood.
- b. Screen walls shall not exceed 6' in height
- c. Walls to screen parking areas shall be a maximum of 3'6" in height.
- d. Screen walls shall adhere to the color standards set forth in Section 1.b.
- e. Screening may also be accomplished through landscape buffers, as appropriate. Such landscape buffers may incorporate plants, trees and/or berms.
- f. Screening measures, such as a perimeter wall, shall be applied to the western and southern edges of the Commercial Village to provide a buffer from the adjacent neighboring uses.



11. Community Amenities

a. Entry Features

- 1) The main vehicular entrance shall be clearly identified with appropriate monuments, landscaping and lighting.
- 2) The entry monument shall comply with the color standards set forth in Section 1.b. and shall incorporate approved exterior materials set forth in Section 2.
- 3) Operable entry gates may be utilized; such gates shall comply with the material and color standards for Utilitarian Metals standards set forth in Section 7.
- 4) Operable main entry gates shall have an attendant guard house and/or call box system.
- 5) Secondary entrances may be for emergency access only, exit only or provide ingress/egress solely to residents via remote control or sensor. Secondary entries which are solely for emergency access, residents or exit only shall be clearly marked.
- 6) Where an operable main entry gate is utilized, the site plan shall include a turn-around outside the main entry gate; a turn-around is not required for secondary entries which are solely for residents or exit only.
- 7) Well-defined pedestrian entrances are encouraged.

b. Community Facilities

- 1) The Residential Village shall have at least one community building. If the Residential Village is divided into more than one residential project, each project shall have at least one community building.
- 2) Community buildings shall adhere to the development guidelines for other structures set forth herein.
- 3) Community buildings shall include, at a minimum: a multi-purpose room, and an outdoor recreational amenity including a gated pool. Additional outdoor recreational amenities are encouraged, but not required.

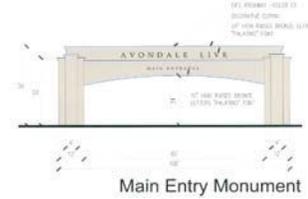
12. Miscellaneous

a. Utility and/or mechanical equipment shall be fully screened per City of Avondale requirements.

- 1) Service electrical system panels shall be recessed into building elevations or screened with doors, landscaping or a solid wall (with landscaping) built of similar building materials and colors to the building architecture. This criteria shall adhere to utility company requirements and be approved by Staff.



- 2) To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.
 - 3) No wall-mounted equipment shall be permitted on the front or street sides of any building.
 - 4) Ground-mounted equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted in a Perimeter Setback.
- b. Trash Enclosures
- 1) Trash collection areas shall be screened by a minimum 6' high masonry wall consistent with building and/or screen wall architecture. The trash collection location shall be further screened by landscaping.
 - 2) Enclosure gates shall be designed to complement the building architecture.
 - 3) Refuse collection areas shall not be permitted in any Perimeter Setback.
 - 4) All trash enclosures shall meet City of Avondale requirements.
- c. All building stairways shall be internalized or screened from view.



Part IV – SIGNAGE GUIDELINES

1. Signage

a. General Sign Provisions

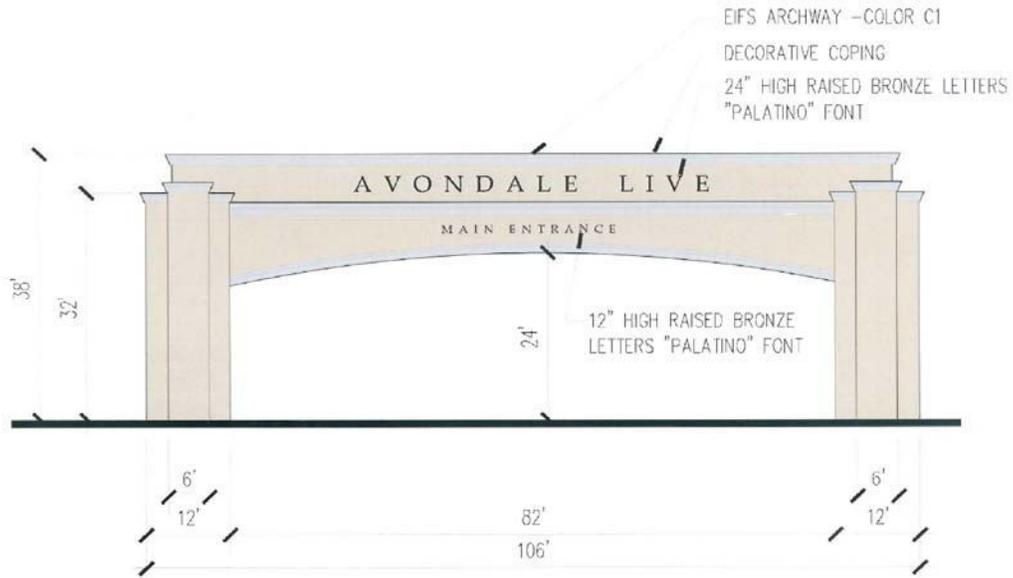
- 1) Signs may be illuminated (LED, internal backlit or halo), with the exception of awning signs.
- 2) Placement of freestanding signs shall be specifically identified in the site plan.
- 3) Placement of Building-Mounted Signs shall be specifically identified in the site plan and shown on building elevation plans.
- 4) No Directory Sign shall be located within the Arterial Setback.
- 5) For all center identification and multi-tenant monument signs, a landscape area shall be provided, on-premises at the street frontage at the base of the sign, which shall extend a minimum of four feet (4') beyond the perimeter section of the sign structure at its widest point.

b. Center Identification Archway Signs identify the center on the arterial frontage.

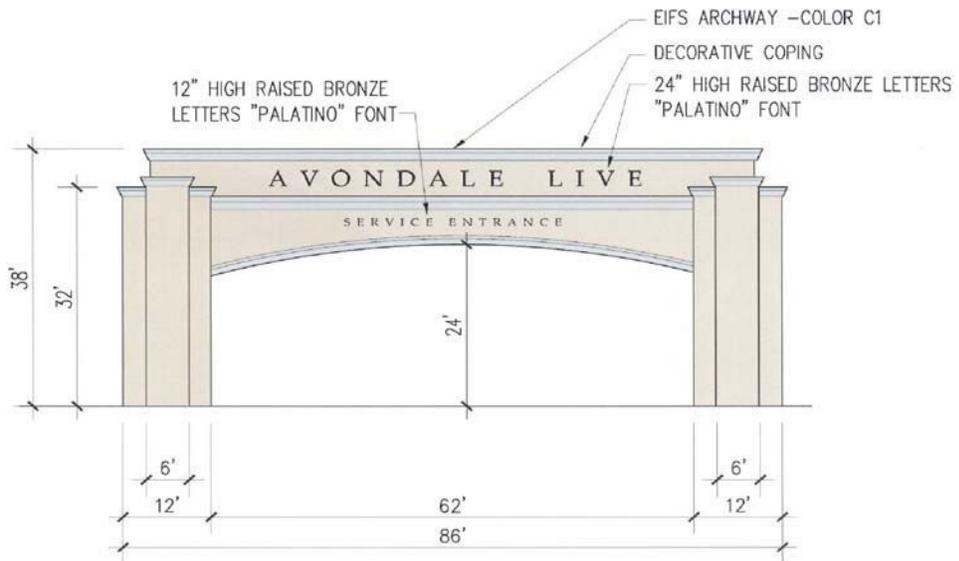
- | | |
|----------------------------|---|
| 1) Maximum height: | 40' |
| 2) Maximum area: | None |
| 3) Quantity: | One Archway sign along 99th Avenue frontage on Encanto BLVD and one Archway sign along the south service entrance road. |
| 4) Distance between signs: | 330' minimum |



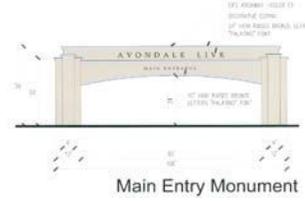
Main Entry Monument



Main Entry Monument

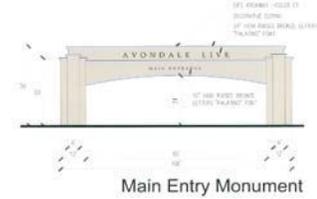


Service Entry Monument



c. Multi-tenant Identification Monument Signs identify the center and/or key tenants on 99th Avenue or Encanto Boulevard frontages.

- 1) Maximum height: 14'
- 2) Maximum area: 100 square feet
- 3) Quantity: One sign along 99th Avenue south of Encanto
- 4) Maximum Tenant Panels 12 Panels



d. Hotel Identification Monument Signs are freestanding monuments signs that identify hotel uses throughout the center.

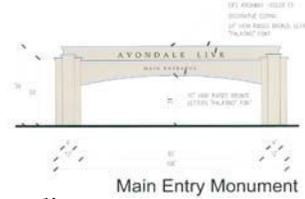
- 1) Maximum height: 6'
- 2) Maximum area: 40 square feet
- 3) Quantity: One sign per primary and secondary entrance

e. Directory Signs are freestanding signs to provide building identification and implement circulation and way-finding through the Residential Village.

- 1) Maximum height: 8'
- 2) Maximum area: 20 square feet
- 3) Quantity: As necessary to enhance safe traffic flow

f. Directional Signs are freestanding signs that provide information for private, public, delivery entrances and exits.

- 1) Maximum height: 4'
- 2) Maximum area: 12 square feet
- 3) Quantity: As necessary to enhance safe traffic flow



g. Menu and Ordering Boards will be permitted as part of a drive-thru facility in compliance with the City of Avondale Zoning Ordinance.

h. Building-Mounted Signs provide identification for all single- and multi-tenant buildings, tenant signage which may include wall, storefront and blade signage. Individual pan channel or reverse pan channel letters and logos, or custom cabinets shall be allowed

4) Maximum height: None.

5) Maximum area: Major tenant (over 10,000 square feet) signage shall be limited to one and one-half (1.5) square feet per lineal foot of the primary elevation as defined by the City of Avondale, Arizona Zoning Ordinance. Minor tenants (less than 10,000 square feet) wall signage shall be allowed one (1) square foot per lineal foot of the primary elevation as defined by the City of Avondale, Arizona Zoning Ordinance.

All tenants shall be allowed one half (1/2) square foot per lineal foot of elevations facing 99th Avenue.

Allowed signage area may be transferred between elevations.

6) Quantity: A maximum of four elevations may have signage.

7) Placement: Sign fields shall be integrated into the building design. Signs shall not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.

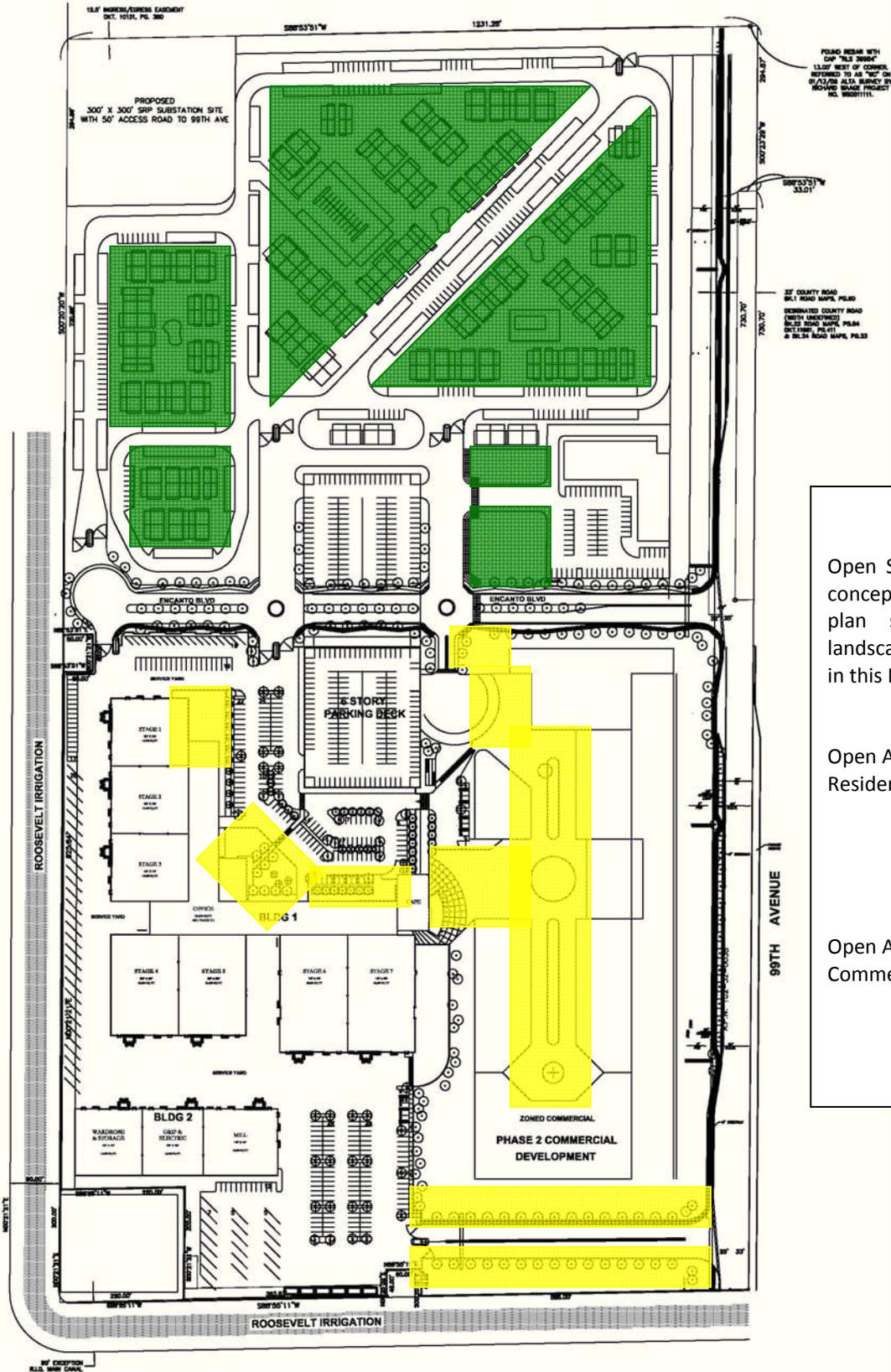
i. Window Signs. Window graphics are limited to twenty-five percent (25%) of the tenant’s first-floor window area and shall not be permitted on windows above the first floor.

j. Awning Signs shall be counted as part of the tenant’s aggregate Building-Mounted Signage sign area based on lineal front footage.

1) Awning Signs shall be placed on 50% of the awning valance height and 80% of the awning width of the element on which it is installed.

2) Awning signage must be mounted parallel to the face.

Exhibit A: Open space plan with amenities



OPEN SPACE

Open Space areas are shown as conceptual. Each master site plan shall comply with the landscaping requirements listed in this PAD.

Open Areas in Residential Village:



Open Areas in Studio & Commercial Districts:



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ATTORNEYS AT LAW

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Fax (602) 265-2195
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3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

August 28, 2012

Mayor Marie Lopez Rogers
Members of the City Council
11465 W. Civic Center Dr.
Suite 280
Avondale, AZ 85232

RE: Avondale Live PAD (Zoning Case No.: Z-09-4)
Northwest and southwest of 99th Avenue and Encanto Boulevard alignment
PAD Extension request

Dear Mayor Lopez Rogers and City Council Members:

Our law firm represents the owner of the 62-acre property located at the northwest and southwest corners of 99th Avenue and Encanto Boulevard alignment (see aerial). We are writing this letter on behalf of our client, Harbor Properties LLC, to request a time extension for the approved "Avondale Live" PAD zoning for this property.

Background

The approved PAD is consistent with the City's General Plan and the freeway Corridor Specific Plan. The permitted uses within the PAD allow for a mixture of commerce, movie studio production and support facilities, office, retail and multi-family residential users, all of which are required to be developed in a comprehensively planned and attractive development.

On September 14, 2009, the City Council approved a PAD Amendment to amend the permitted use list for the south half to allow "movie studio production and support facilities" and "indoor live entertainment, outdoor amphitheater, and theater support facilities" as permitted uses. The original PAD included a multi-family residential component north of the Encanto Boulevard alignment and a mixed-use commercial office component south of Encanto Boulevard. The 2009 approval divided the commercial village on the south into two halves and kept the residential on the northern portion of the project. The commercial and office users were to be located nearest to 99th Avenue. Additionally, as part of the conditions of approval the first phase of development required the developer to complete off-site improvements, including widening 99th Avenue to its full half-street cross section and construct Encanto Boulevard from 99th Avenue to near the western property line.

severely impacted by the economic recession that has gripped the valley and nation over the past three years. Given the severity of this recession, which most experts agree has been the worst recession our country has faced in the last 50 years, the owner is asking for only a 1 year extension of the PAD approval time limit. The good news is that after three years of limited activity, there is now considerable “buzz” from users looking for entitled properties. This requested extension will permit the zoning to remain on the property and allow this project to move forward quickly as the market recovers.

The PAD zoning on the property still remains consistent with the current General Plan land use map of “Mixed-Use” and remains consistent with the Freeway Corridor Specific Area Plan and North Avondale Specific Plan. As you are aware, the City’s General Plan places great importance on the I-10 Freeway Corridor and 99th Avenue corridor for employment and retail uses. The Plan also indicates that both of these corridors along the I-10 Freeway and 99th Avenue are to be developed with more intense commercial uses and residential uses and is intended to allow flexibility by allowing different types of employment and retail uses. The Avondale Live PAD remains consistent with these goals and the City’s vision for the area.

Marketing Effort

Our client hired Nathan & Associates, Inc., one of the Southwest’s top real estate service companies, to market the property. For over 30 years, Nathan & Associates, Inc. has earned a reputation as the leading commercial and residential land brokerage firms in this part of the United States. They expertly evaluate market trends, formulate valuable and innovative sale opportunities and work closely with industry stakeholders, such as: GPEC, local and national 3rd party industrial/flex brokers, site selection professionals, architects, consultants, lenders, local/national industrial/flex developers and national/global corporate employers.

Demand for Zoned Properties

The Economic Development Directors of Phoenix, Chandler and Glendale make three major points regarding employers that have relocated to the Valley. The first is that there are now major companies looking to locate here. Secondly, freeway-oriented sites are often the most attractive sites to these users, but unzoned property will rarely even be considered by any of these major employers, corporate headquarters or company relocates. The reasons for this are primarily: 1) the uncertainty inherent in the rezoning process; 2) the timing to achieve appropriate zoning entitlements adds six months or longer to the schedule; and 3) hundreds of acres of already-zoned properties exist in prime locations in the west valley.

At the time of the original PAD approval, the owners could not have anticipated the severity of this economic recession that both the Valley and the Nation are now enduring. The approved land uses remain valid and appropriate, but more time is needed to allow the Valley’s economy to recover and restore viability for this area and to this proposed project. Efforts have been made

to diligently market the property for development by well qualified brokers who know the industry well. They have confirmed that despite their best efforts to market this great project, additional time is needed to allow the local economy to become robust again.

Conclusion

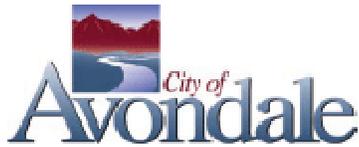
The market is now experiencing new major companies seeking to locate here in the Valley. It is our belief that down-zoning this property will hinder and delay the interests of the City and the property owner. There are very few properties that are zoned to allow “movie studio production and support facilities” and “indoor live entertainment, outdoor amphitheater, and theater support facilities” as permitted uses. By granting this requested extension, the property will remain in the inventory pool of well positioned parcels that will be uniquely attractive and available to proposed users. Our client has retained Nathan & Associates, Inc., one of the Southwest’s top real estate service companies, who understands market trends, formulates valuable and innovative sale opportunities and works closely with industry leaders to market the property. Although we understand that there may be a place for down-zoning, such as when zoning is inconsistent with the General Plan or there is controversy associated with the property or it’s zoning classification, such is not the case here. This PAD zoning is consistent with both the General Plan and Specific Area Plans and was approved without controversy. In consideration of these facts and circumstances, we believe that the granting of this first PAD extension is warranted and necessary for the property owner and the City to obtain the benefits that will be generated by this unique mixed-use development.

Thank you very much for your time and consideration in this matter.

Sincerely,


FOR Michael J. Curley

MJC:rot



CITY COUNCIL REPORT

SUBJECT:

Resolution 3083-1112 - Development Agreement with Lennar Arizona, Inc. and Desert Springs Village Homeowners Association

MEETING DATE:

November 19, 2012

TO: Mayor and Council

FROM: Tracy Stevens, Planning Manager (623) 333-4012

THROUGH: Charlie McClendon, City Manager (623) 333-1015

PURPOSE:

City Council will consider a request for approval of a Development Agreement between the City and the Desert Springs Village Homeowners Association and Lennar Arizona Inc., a homebuilder. The agreement will allow the City to acquire 12 vacant lots and portions of two landscaping tracts within the Desert Springs Village subdivision for \$180,000, a cost determined to be below market value. The property acquisition is required in order to construct a drainage conveyance channel that will allow for eventual development of the western portion of the City Center at an urban density as desired by the City Center Specific Plan.

In exchange, the City will offer the homebuilder a reduction in Development Fees of \$6,298 per lot to develop the remaining 96 vacant lots within the subdivision, a total savings to the developer of \$604,608.

BACKGROUND:

Desert Springs Village is a 30.36 acre, 172 lot single-family residential subdivision located at the northwest corner of 119th Avenue and Van Buren Street. The subdivision is partially developed, as 66 of the 172 lots contain single-family residences constructed by several homebuilders (primarily K. Hovnanian Homes) between 2005 and 2009. Lennar Arizona Inc. ("Lennar"), a homebuilder, is in the process of acquiring the remaining 108 vacant lots in the the subdivision, located at the northwest corner of 119th Avenue and Van Buren Street. Lennar plans to complete the subdivision by developing the remaining lots with single-family homes similar in design to the existing homes in the subdivision.

The City Center Specific Plan (CCSP) was adopted by the City Council by Resolution in August 2008. The CCSP requires development to take on an urban form reminiscent of a traditional downtown. In order to successfully achieve that desired form, development will be required to be served by structured parking and will be restricted from providing deep landscaped setback areas that typically serve the purpose of detaining storm water. In order to allow the City Center to develop, the portion west of Avondale Boulevard, the City has developed a plan to convey storm water from the City Center to the Agua Fria River via a proposed conveyance channel running parallel to the north side of Van Buren Street. Initial design concepts for the channel require an approximate 200' deep path to accommodate the channel, which will be fully landscaped and serve as a recreational amenity to the community.

The existing configuration of the Desert Springs Village Subdivision would essentially prevent construction of the channel as 12 lots and portions of 2 landscape tracts are located within the area required to build the channel. The proposed Development Agreement will allow the City to acquire

the 12 lots and portions of 2 tracts at a cost below market value. In exchange, the per lot Development Fee for the remaining 96 developable lots in the subdivision will be reduced from \$16,298 to \$10,000, a savings to the homebuilder of \$6,298 per lot or \$604,608 total. Additionally, the developer will prepare a revised Final Plat for the subdivision which will consolidate all of the City-acquired lots to delineate the future channel area and revise lot lines where adjustments were necessary.

DISCUSSION:

The proposed agreement is fair and equitable for the City and is beneficial to the residents of Avondale for several reasons:

- The agreement will allow the City to build a drainage conveyance channel that will be necessary in order for the City Center area to develop in the dense urban form required by the adopted City Center Specific Plan.
- The City is able to acquire the necessary land to construct the channel at a reduced price, before homes are constructed on affected lots, and will eliminate the need for costly condemnation actions in the future.
- By reducing Development Fees, the agreement will facilitate the full buildout of a subdivision that has remained approximately 1/3rd developed since 2009. Completion of the subdivision will eliminate the blighted stigma that is attached to unfinished communities. Additionally, as the community develops and homes are occupied, the Desert Springs Village Homeowners Association will become financially solvent and able to maintain its own infrastructure and common areas, reducing City Code Enforcement action.

The housing product at Desert Springs Village is somewhat unique when compared to the bulk of the inventory in Avondale. The homes are built on small “Z” lots that require less landscape maintenance, appealing to a specific demographic.

BUDGETARY IMPACT:

The agreement will allow the City to acquire 12 vacant lots and portions of two landscaping tracts within the Desert Springs Village subdivision for \$180,000.

The Development Fee Reduction of \$6298 per lot will be funded from the General Fund as homes are completed over the next three years.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a Resolution approving a Development Agreement with Lennar Arizona Inc. and the Desert Springs Village Homeowners Association and authorize the Mayor or the City Manager and City Clerk to execute the agreement.

ATTACHMENTS:

Click to download

[Resolution 3083-1112](#)

RESOLUTION NO. 3083-1112

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH LENNAR ARIZONA, INC. AND DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION.

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

SECTION 1. The Development Agreement with Lennar Arizona, Inc. and Desert Springs Village Homeowners Association relating to the development of the Desert Springs Village subdivision and conveyance to the City of Avondale certain real property for flood control purposes (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and its related documents 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 19, 2012.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3083-1112

[Agreement]

See following pages.

When recorded, return to:

City Clerk
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323-6809

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into December _____, 2012 (the "Effective Date"), by and between the CITY OF AVONDALE, an Arizona municipal corporation (the "City") acting by and through the Council of the City (the "Council"), LENNAR ARIZONA, INC., an Arizona corporation (the "Developer") and DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation (the "HOA"). The City, the Developer and the HOA are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. ARIZ. REV. STAT. § 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 development of such property.

B. The Developer intends to purchase or substantially contemporaneously with Developer's execution of this Agreement did purchase one hundred eight (108) vacant residential lots in the subdivision known as Desert Springs Village (which subdivision is generally located at the intersection of 120th Avenue and Van Buren Street), which one hundred eight (108) vacant residential lots are more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the "Property").

C. Desert Springs Village received PAD zoning on January 18, 2000. The initial final plat for the subdivision was approved for 174 lots on February 17, 2004, which plat was subsequently amended by the Re-Plat of Desert Springs Village on February 7, 2005, as recorded in the office of the County Recorder of Maricopa County, Arizona, on March 22, 2005, in Book 736 of Maps, page 20 (the "Subdivision").

D. The initial subdivider and/or its successor previously caused to be constructed and the City accepted for maintenance the public right-of-way improvements within the Subdivision. Building permits were issued for construction on the Property as of September 22, 2009, resulting in 66 completed homes with 108 vacant lots remaining (the "Vacant Lots"). The completed homes were not all constructed immediately adjacent to one another, and the resulting partially-built

subdivision has created challenges for the City in terms of visual blight, code enforcement issues and police issues.

E. Since the time of construction of the Subdivision, the City has identified the need, along with the Flood Control District of Maricopa County (the “District”), for a drainage conveyance channel along the southern edge of the Property (the “Drainage Facility”). In order to properly construct the Drainage Facility, the City and the District require portions of 12 of the Vacant Lots located on Polk Street, east of 120th Avenue, in the subdivision (the “Acquisition Lots”), which Acquisition Lots are more particularly described and depicted on Exhibit B attached hereto and incorporated herein by reference. The amount of property necessary from the Acquisition Lots for the Drainage Facility is such that it would render the remainder of such lots unbuildable. Therefore, the Developer and City have determined that it is in both Parties best interests that the entire area of the Acquisition Lots be acquired by the City.

F. In addition to the Acquisition Lots, the Drainage Facility will require use of a portion of land owned by the HOA within Tracts A and L of the Subdivision (the “HOA Tracts”) which portion of land to be used for the Drainage Facility is more particularly depicted on Exhibit C attached hereto and incorporated herein by reference (the “Acquisition Tracts”). Tract A of the Subdivision is currently subject to a drainage and retention easement and Tract L is currently subject to a retention easement. The City and the HOA agree that it is in both Parties best interest for the City to own the Acquisition Tracts and to maintain those areas after the Drainage Facility is completed.

G. The Council has determined that it is in the City’s best interest to make certain concessions related to development of the Property in exchange for (i) the Developer’s willingness to sell the lots to the City at a reduced price and without the need for costly condemnation actions, (ii) the HOA’s willingness to dedicate to the City the Acquisition Tracts necessary for the Drainage Facility, (iii) the reduction of visual blight in the Subdivision, (iv) encouraging infill development, (v) providing a form of housing stock not readily available in Avondale and (iv) the HOA reaching a sufficient number of occupied lots to allow it to adequately maintain its infrastructure and reduce the City’s need for code enforcement action. Accordingly, the City has agreed to pay a portion of the development fees due on the remaining 96 Vacant Lots within the Property (the “Developer Lots”).

H. The Developer also agrees and understands that it will be required to update all previously-approved building plans to the 2009 building codes and to ensure that any new buildings on the Property are constructed to a standard at least equal to or greater than the quality, visual composition and finish of the homes currently existing in the Subdivision.

I. The City 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) providing land necessary for future construction of important flood control facilities, (ii) facilitating development of the Property in a manner consistent with the City’s General Plan, (iii) providing an important type of housing not readily available in Avondale, (iv) the creation of new jobs, (v) enhancing the

economic welfare of the residents of the City and (vi) aiding law enforcement and code enforcement efforts in the City.

J. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, in order to facilitate development of the Property by providing for, among other things (i) conditions, terms restrictions and requirements for the Property, (ii) the permitted uses for the Property and (iii) other matters related to the development of the Property. 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 following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term. Subject to the conditions of Section 3 below, the Developer, its successors and assigns, shall have the right to implement development on the Property in accordance with this Agreement for a period of five years from the Effective Date, at which time this Agreement shall automatically terminate as to the Property without the necessity of any approval, notice, agreement or recording by or between the Parties (the “Term”).

2. Rights Run with the Land. The rights established under this Agreement are attached to and run with the Property. The Developer and its successors are entitled to exercise the rights granted pursuant to this Agreement.

3. Sale of Lots to City. The Developer has caused the Acquisition Lots to be appraised in connection with its appraisal of the entire Property, which appraisal was performed by Dennis L. Lopez and Associates, LLC, dated August 8, 2012 and which determined the value of the Acquisition Lots to be \$15,833 per lot. The City and the Developer have agreed that, in consideration for the benefits to the Developer under this Agreement, the Developer shall convey the Acquisition Lots to the City for a discounted value \$180,000. Not later than 90 days following the Effective Date, Developer shall complete the transaction to acquire the Property, including the Acquisition Lots, and shall convey the Acquisition Lots to the City via a purchase agreement in substantially the form attached hereto as Exhibit D and incorporated herein by reference. The City acknowledges and agrees that due to the pending Drainage Facility improvements and the effect of this Agreement, the Acquisition Lots no longer constitute partially improved residential real property and that there is no transaction privilege tax payable to the City upon or as a result of the conveyance of the Acquisition Lots to the City.

4. HOA Dedication.

4.1 Dedication of Portion of Tracts to the City. In consideration for the benefits to the HOA under this Agreement, the HOA its successors and assigns shall dedicate to

the City, as part of the Replat described in Subsection 4.2 below, the Acquisition Tracts, in fee, free of all liens and encumbrances other than liens and encumbrances of record. The HOA shall be responsible for receiving all approvals necessary from its membership to complete the transactions contemplated herein. The HOA shall provide documentation satisfactory to the City and the Developer setting forth such authorization.

4.2 Replat of HOA Tracts and Developer Lots. The Parties agree that, in order facilitate the dedication of the Acquisition Tracts, it is necessary to complete a partial replat of the Subdivision. The Developer has also identified the need to replat lots 63, 109, 140, 142 and 145 within the Developer Lots and portions of Tracts E, F and P within the Subdivision to ensure buildable homesites on Lots 63, 109, 140, 142 and 145 in accordance with the requirements of this Agreement. Accordingly, the City and the Developer shall jointly prepare or cause to be prepared, a partial replat relating to the modifications necessary to the Acquisition Tracts and Developer Lots (the “Replat”) and the HOA hereby consents to the Replat. The Developer shall be responsible for causing the Replat to occur, and upon completion of the Replat and within thirty (30) days after Developer delivers to City a written statement identifying the total costs incurred by Developer in processing the Replat, the City shall pay the Developer for 50% of the actual cost to complete the Replat. Upon completion, the Parties shall execute and record the revised plat(s). The City agrees that neither the processing of the Replat nor the execution and recordation of the revised plats are a condition precedent to and will not prevent the City from issuing, or Developer from obtaining, building permits and certificates of occupancy for the Developer Lots that are not affected by the Replat. Upon completion of the Replat, the HOA shall convey to Developer portions of Tracts E, F and P (which conveyance shall be subject to all matters of record) as are reasonably necessary to conform the ownership interests of the HOA and Developer in the lots and tracts as replatted on the completed Replat.

4.3 Maintenance After Dedication. The City shall maintain the areas in the Acquisition Lots and the Acquisition Tracts in their current condition until such time as the Drainage Facility is constructed. Thereafter, the City, at its sole cost and expense, shall (A) ensure that the area contained within the Acquisition Lots and the Acquisition Tracts shall be separately metered and landscaped to the same standard as existed on the HOA Tracts as of the date of this Agreement and (B) maintain or cause to be maintained the landscaping planted on those areas. The completed landscaping shall be at least equal to the quality and quantity of landscape material existing on the HOA Tracts on the Effective Date of this Agreement. Except during times of construction of the Drainage Facility, the owners of property within the Subdivision shall have access to the HOA Tracts in the same manner as exists on the Effective Date of this Agreement.

5. Grant of Easement to HOA. The City shall grant an easement, as part of the Replat, over the Acquisition Tracts and Acquisition Lots for the purpose of access, storm water detention and storm water retention for the Subdivision. The City agrees to take reasonable steps to ensure that neither the Drainage Facility nor the conveyance of the Acquisition Tracts or Acquisition Lots to the City will: (A) negatively impact the onsite drainage requirements for the remainder of the Subdivision or require the HOA, Developer or any other member of the HOA to modify the onsite drainage improvements currently existing within the remainder of the Subdivision; or (B) negatively impact the open space requirements for the remainder of the

Subdivision. The area within the Acquisition Tracts shall be calculated for the purpose of determining and satisfying the open space requirements for the Subdivision and the Developer Property. This Section 5 shall survive the termination of this Agreement, provided the Acquisition Lots and Acquisition Tracts have been conveyed to the City.

6. Partial Development Impact Fee Payments.

6.1. Calculation of City Payment Amount. In consideration of the benefits to the City pursuant to this Agreement, the City shall pay a portion of the development impact fees that would otherwise be owed by the Developer to the City for the Developer Lots, such that the end result to the Developer is a total due to the City for development impact fees of not more than \$10,000 per single family residential lot. Each payment shall be in the amount derived by subtracting \$10,000 from the amount of the City's development impact fees existing at the time of issuance of a building permit for each Developer Lot (each, a "City Payment"). In the event that the City's total for development impact fees for a Developer Lot is less than \$10,000 at the time a building permit is issued for that lot, no City Payment shall be paid by the City to the Developer.

6.2. Timing of City Payments. The City Payments shall be paid to the Developer in the form of a quarterly reimbursement. Developer shall pay the full amount of the applicable development impact fee for each Developer Lot at the time a building permit is issued for a Developer Lot. Thereafter, the Developer shall submit to the City's Finance and Budget Director quarterly reimbursement requests relating to all of the building permits issued during the preceding calendar quarter for which a City Payment is due. The request shall include the building permit numbers for all of the eligible Developer Lots, along with a clear and concise calculation of the City Payment amount for each Developer Lot (the "Developer Reimbursement Request"). The City shall verify the accuracy of the calculations in the Developer Reimbursement Request and will pay to the Developer the total verified amount within 30 days of receipt of the Developer Reimbursement Request.

6.3. Time Condition. The provisions of this Section 6 shall be applicable only for a period of time beginning on the Effective Date and continuing for a period of three years thereafter; provided, however, the intent of this sentence is not to excuse the payment by the City of the quarterly City Payment that is payable in the next quarter for building permits pulled by Developer in the last quarter of such three year period. In the event that any building permit for which a City Payment has been made does not result in construction and occupancy within a three-year period after issuance of the permit, which occupancy shall be conclusively proven by an issuance of permanent certificate of occupancy by the City, the applicable City Payment shall be refunded to the City or, at the City's discretion, may be deducted from any current or future payments due from the City to the Developer pursuant to this Section.

7. Default. Failure or unreasonable delay by the Developer, the City or the HOA 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 another 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. Any notice of a breach shall specify the nature of the alleged breach. In the event a breach is not cured within the Cure Period, all non-defaulting Parties shall have all rights and remedies which may be available under law or equity, including without limitation the right to specifically enforce any term or provision of this Agreement and/or the right to institute an action for damages; provided, however, each Party hereby waives and covenants not to assert any right to seek or obtain incidental, consequential, special or punitive damages.

8. Dispute Resolution.

8.1 Scope. In the event that there is a dispute hereunder that 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. 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 Parties to the dispute. In the event that the Parties cannot agree upon the selection of a mediator within seven days after the first Party recommends a mediator, then within three days thereafter, the Parties to the dispute shall follow the Neutral Mediator retention process set forth in Subsection 8.2 below.

8.2 Neutral Mediator Selection. Each Party shall select a mediator to serve as set forth in this dispute resolution process. Each 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 Parties to the dispute. None of the mediators nor any of the mediator’s firms shall have presently, or in the past, represented any Party to the arbitration. The mediators selected by the Parties shall choose a separate mediator (the “Neutral Mediator”) who shall conduct the mediation process herein. If the Parties’ chosen mediators are unable to agree upon a Neutral Mediator within ten days of their appointment, the Parties shall submit a request to the Presiding Judge of the Superior Court of Arizona, Maricopa County, to appoint a Neutral Mediator.

8.3 Neutral Evaluation Process. If the Parties have been unable to resolve the disputes after discussions and partnering, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The City or any other Party shall notify the Neutral Mediator in writing of the existence of a dispute within ten days of the Parties declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Mediator shall schedule a non-binding informal hearing of the matter to be held within seven days from receipt of notification of the existence of a dispute. The Neutral Mediator may conduct the hearing in such manner as he/she deems appropriate and shall notify all Parties of the

hearing and of its opportunity to present evidence they believe will resolve the dispute. All Parties to the dispute shall be notified by the Neutral Mediator that they shall submit a written outline of the issues and evidence intended to be introduced at the hearing and their proposed resolution of the dispute to the Neutral Mediator before the hearing commences. The Neutral Mediator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Mediator shall render a non-binding written decision as soon as possible, but not later than five calendar days after the hearing.

9. No Personal Liability.

9.1 City to Developer and HOA. No member, official, officer, director, employee or agent of the City shall be personally liable to the Developer or the HOA, or any successor or assignee (A) in the event of any default or breach by the City or (B) pursuant to any obligation of the City under the terms of this Agreement.

9.2 Developer to City and HOA. No member, official, officer, director, employee or agent of the Developer shall be personally liable to the City, or the HOA, or any successor or assignee (A) in the event of any default or breach by the Developer or (B) pursuant to any obligation of the Developer under the terms of this Agreement.

9.3 HOA to City and Developer. No member, official, officer, director, employee or agent of the HOA shall be personally liable to the City or the Developer, or any successor or assignee (A) in the event of any default or breach by the HOA or (B) pursuant to any obligation of the HOA under the terms of this Agreement.

10. Remedies for Breach.

10.1 Developer's Remedies. In the event that the City or the HOA is in breach under this Agreement and thereafter fail(s) to cure such breach within the time period described in Section 7 above, then, in addition to pursuing any and all other legal and equitable remedies which the Developer may have against the defaulting Party, the Developer shall have the right to automatically terminate its rights and obligations to the defaulting Party under this Agreement immediately upon written notice to the defaulting Party and the other Party.

10.2 City's Remedies. In the event that the Developer or the HOA is in breach under this Agreement and thereafter fail(s) to cure such breach within the time period described in Section 7 above, then, in addition to pursuing any and all other legal and equitable remedies which the City may have against the defaulting Party, the City shall have the right to automatically terminate its rights and obligations to the defaulting Party under this Agreement immediately upon written notice to the defaulting Party and the other Party.

10.3 HOA's Remedies. In the event that the Developer or the City is in breach under this Agreement and thereafter fail(s) to cure such breach within the time period described in Section 7 above, then, in addition to pursuing any and all other legal and equitable remedies which the HOA may have against the defaulting Party, the HOA shall have the right to automatically terminate its rights and obligations to the defaulting Party under this Agreement immediately upon written notice to the defaulting Party and the other Party.

10.4 No Joint and Several Liability or Cross Default; Waiver of Consequential Damages. The Parties are not jointly and severally liable under this Agreement. A breach or default by one Party under this Agreement will not constitute a breach or default by any other Party under this Agreement. Notwithstanding any other provision of this Section 10, each Party hereby waives and covenants not to assert any right to seek or obtain incidental, consequential, special or punitive damages.

11. Representations and Warranties.

11.1 City Representations. The City represents and warrants to the Developer and the HOA that:

A. The City has the full right, power and authorization to enter into and perform this Agreement and the documents attached to hereto as Exhibits and each of City's obligations and undertakings under this Agreement and the documents attached to hereto as Exhibits, and the City's execution, delivery and performance of this Agreement and the documents attached to hereto as Exhibits, have been duly authorized and agreed to in compliance with the requirements of applicable law. The person signing this Agreement on behalf of the City is duly authorized to do so.

B. All consents and approvals necessary to the execution, delivery and performance of this Agreement and the documents attached hereto as Exhibits have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

C. 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. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

11.2 Developer Representations. The Developer represents and warrants to the City and the HOA that:

A. The Developer has the full right, power and authorization to enter into and perform this Agreement and the documents attached to hereto as Exhibits and each of Developer's obligations and undertakings under this Agreement and the documents attached to hereto as Exhibits, and the Developer's execution, delivery and

performance of this Agreement and the documents attached to hereto as Exhibits, have been duly authorized and agreed to in compliance with the requirements of applicable law. The person signing this Agreement on behalf of the Developer is duly authorized to do so.

B. All consents and approvals necessary to the execution, delivery and performance of this Agreement and the documents attached to hereto as Exhibits have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

C. The Developer will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

D. The Developer has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

11.3 HOA Representations. The HOA represents and warrants to the City and the Developer that:

A. The HOA has the full right, power and authorization to enter into and perform this Agreement and the documents attached to hereto as Exhibits and each of HOA's obligations and undertakings under this Agreement and the documents attached to hereto as Exhibits, and the HOA's execution, delivery and performance of this Agreement and the documents attached to hereto as Exhibits, have been duly authorized and agreed to in compliance with the requirements of applicable law. The person signing this Agreement on behalf of the HOA is duly authorized to do so.

B. All consents and approvals necessary to the execution, delivery and performance of this Agreement and the documents attached to hereto as Exhibits have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

C. The HOA will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

D. The HOA has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

12. General Provisions.

12.1 Cooperation. The City, the HOA and the Developer hereby acknowledge and agree that they shall cooperate in good faith with each other and use reasonable efforts to (A) pursue the development of the Property, (B) facilitate conveyance of the Acquisition Lots and

Acquisition Tracts and (C) facilitate eventual construction of the Drainage Facility as contemplated by this Agreement.

12.2 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.

12.3 Conflict of Interest. Pursuant to Arizona law, 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 ARIZ. REV. STAT. § 38-511.

12.4 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 or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

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

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

If to the Developer: Lennar Arizona, Inc.
1725 West Greentree Drive, Suite 114
Tempe, Arizona 85284-2709
Attn: Alan M. Jones

With copy to: Sherman & Howard, LLC
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Attn: Azim Q. Hameed

If to the HOA: Desert Springs Village Homeowners Association
c/o Brown Community Management, Inc.
7255 East Hampton Avenue, Suite 101
Mesa, Arizona, 85209
Attn: Adriana Van Os-Gries

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (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. 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.

12.5 Estoppel Certificate. Any Party may request of another 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 known 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 Property or any material aspect of the zoning, plat or other approval.

12.6 Applicable Law; Venue. 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 Maricopa County, Arizona.

12.7 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this 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 any Party, the Agreement will promptly be physically amended to make such insertion or correction.

12.8 Successors and Assigns. This Agreement shall run with the land and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

12.9 Assignment; Delegation. No right or interest in this Agreement shall be assigned by the Developer or the HOA without prior, written permission of the City, signed by the City Manager, which permission shall not be unreasonably withheld, conditioned or delayed. The assigning Party shall be released and relieved of all obligations hereunder arising from and after a permitted assignment in which the assignee assumes in writing such obligations. Any attempted assignment or delegation by the Developer or the HOA in violation of this provision shall be a breach of this Agreement by the Developer or the HOA, respectively.

12.10 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any 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.

12.11 Attorneys' Fees. In the event any 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.

12.12 Limited Severability. The City, the HOA and the Developer all believe that this Agreement was executed, delivered and performed in compliance with all applicable law. 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, 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.

12.13 Schedules and Exhibits. All schedules and exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

12.14 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.

12.15 Recordation of Agreement. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona, within ten days after its approval and execution by all Parties.

12.16 Future Effect. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns.

12.17 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 another Party for any purpose whatsoever.

12.18 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.

12.19 Completion of Construction. The rights granted to Developer hereunder shall extend for the Term of this Agreement and any extension thereof. If any permit has been issued before the date of termination of the Term, the rights shall remain valid until the permit expires, but in no event longer than one year thereafter.

12.20 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 any individual lots into which the Property is subdivided. Any title insurer can rely on this Section when issuing any commitment to insure title 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 Developer Lot upon which a home has been completely constructed.

12.21 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.

12.22 City Services. City shall provide all City services to the Property 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.

12.23 Force Majeure. The performance of any 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.

12.24 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, Phoenix, Arizona) on the last day of the applicable time period provided herein.

12.25 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, the HOA and the Developer. Within ten days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County.

12.26 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Developer any amounts the Developer owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Developer any amounts the Developer owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.27 Condition Subsequent. If Developer does not acquire legal title to the Property under that certain Contract for Purchase and Sale of Land and Escrow Instructions, dated October 4, 2012, by and between Parcap DSV, LLC, an Arizona limited liability company, as seller, and Lennar Arizona, Inc., an Arizona corporation, as buyer, as amended from time to time, this Agreement shall automatically terminate and be of no further force or effect in which event each Party hereto shall be relieved of all rights and responsibilities to the other Parties under this Agreement.

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

[SIGNATURES ON FOLLOWING PAGES]

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012,
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

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Developer”

LENNAR ARIZONA, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012,
by _____, as _____ of LENNAR ARIZONA, INC., an Arizona
corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“HOA”

DESERT SPRINGS VILLAGE HOMEOWNERS
ASSOCIATION, an Arizona non-profit corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012,
by _____, the _____ of the DESERT SPRINGS VILLAGE
HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, on behalf of the
corporation.

Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF AVONDALE,
LENNAR ARIZONA, INC.
AND
DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION

[Property Legal Description and Map]

See following pages.

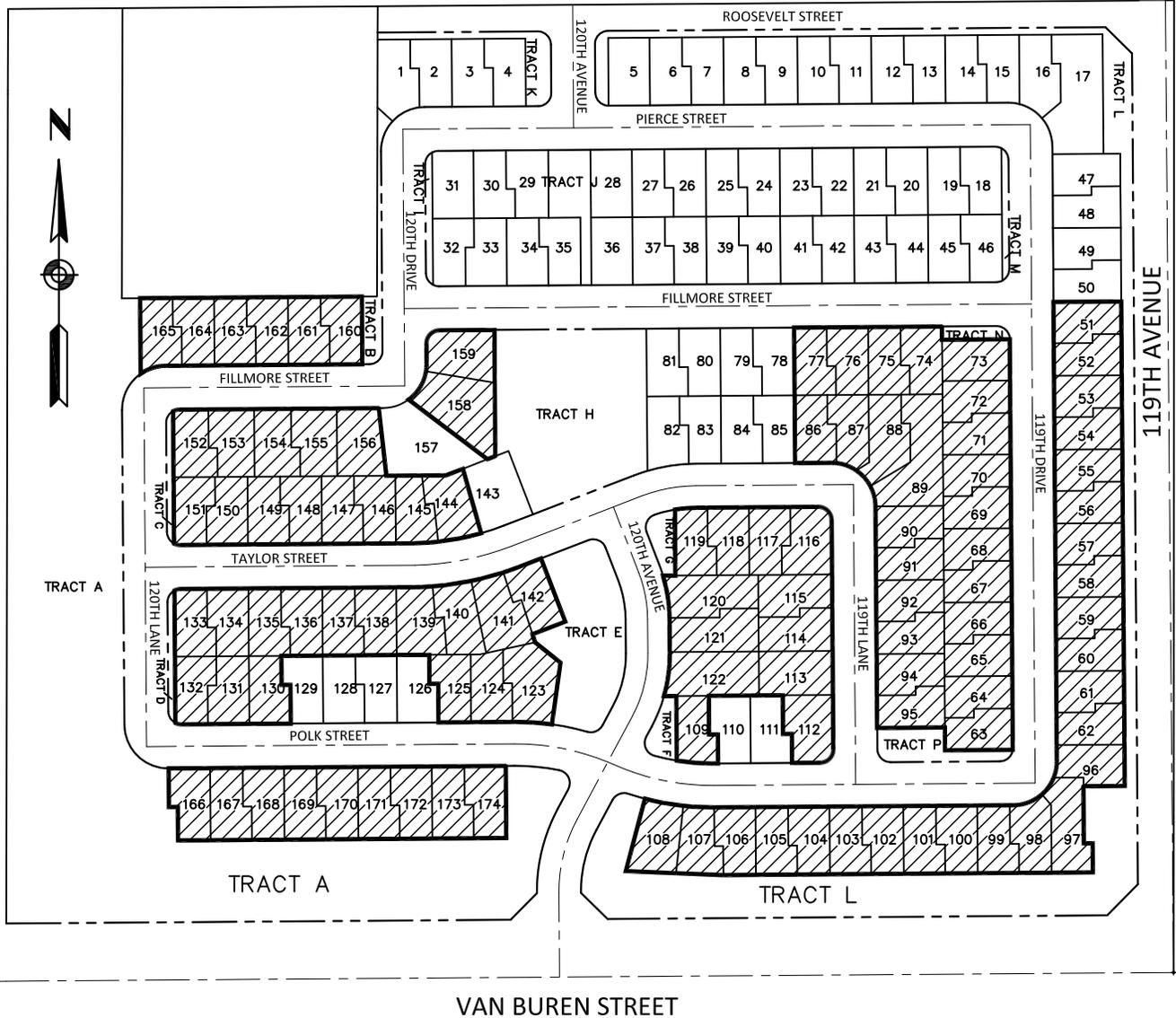
Property Legal Description

Lots 51 through 77 (inclusive), 86 through 109 (inclusive), 112 through 125 (inclusive), 130 through 142 (inclusive), 144 through 156 (inclusive), and 158 through 174 (inclusive), of DESERT SPRINGS VILLAGE, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, in Book 736 of Maps, Page 20.

(The Property contains one hundred eight (108) lots.)

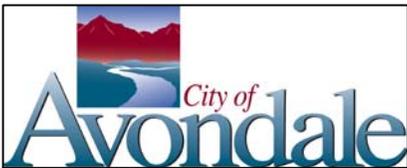
DESERT SPRINGS VILLAGE

BOOK 736 PAGE 20, MCR



THE PROPERTY

 VACANT LOTS



ENGINEERING
DEPARTMENT

EXHIBIT MAP
THE PROPERTY
DESERT SPRINGS VILLAGE
Book 736, Page 20, MCR, Arizona

DATE: 11-12-2012
DSN: _____
DRN: LS
CHK: _____

PROJECT NAME
DS Dev Agreement
PAGE
1 OF 1

EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF AVONDALE,
LENNAR ARIZONA, INC.
AND
DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION

[The Acquisition Lots]

See following pages.

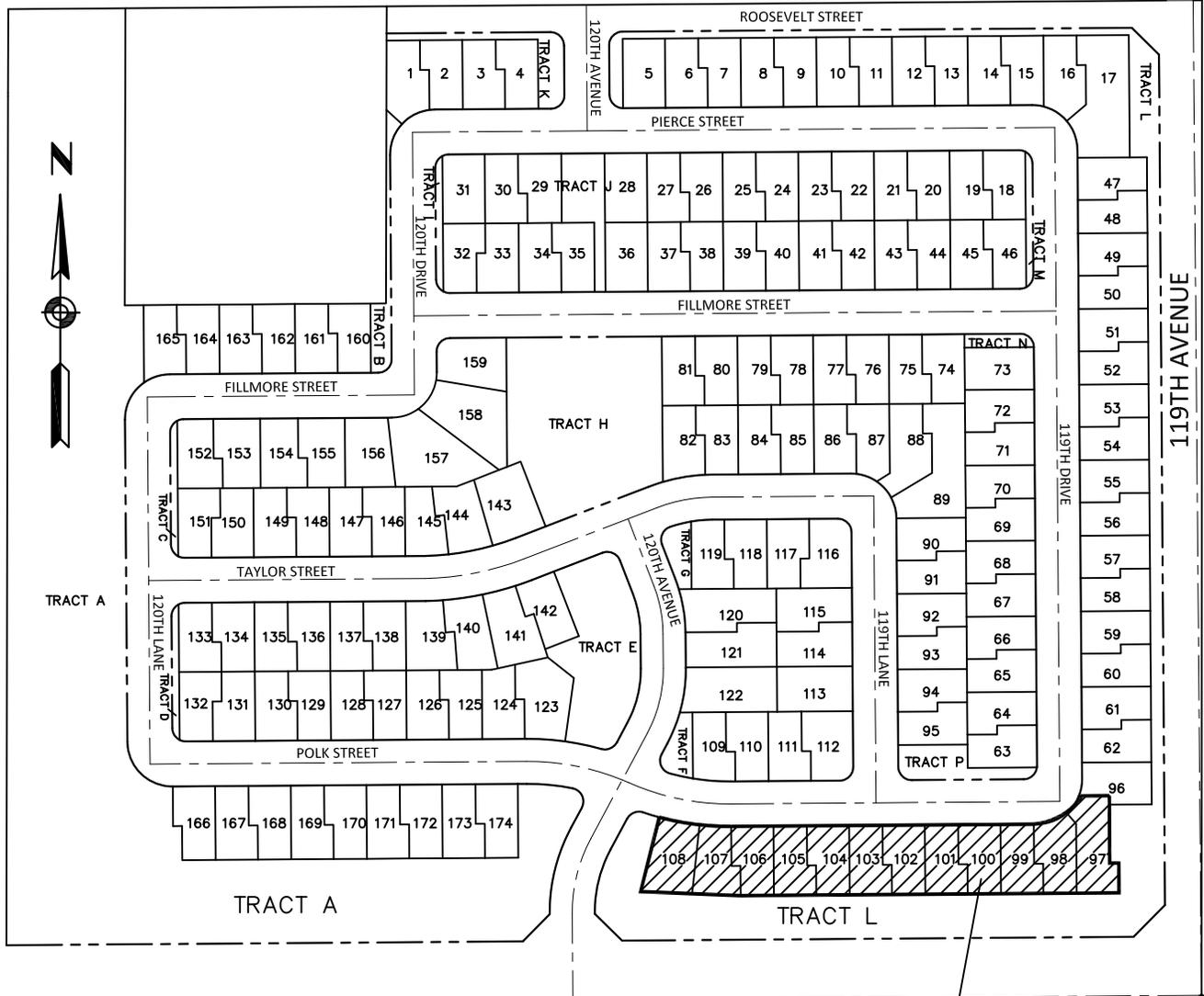
Acquisition Lots Legal Description

Lots 97 through 108 (inclusive), of DESERT SPRINGS VILLAGE, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, in Book 736 of Maps, Page 20.

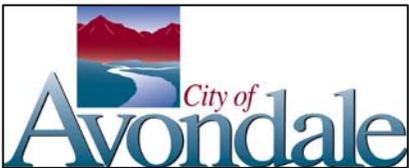
(The Acquisition Lots contain twelve (12) lots.)

DESERT SPRINGS VILLAGE

BOOK 736 PAGE 20, MCR



ACQUISITION LOTS LOTS 97-108 INCLUSIVE



ENGINEERING
DEPARTMENT

EXHIBIT MAP
ACQUISITION LOTS
LOTS 97 THROUGH 108
DESERT SPRINGS VILLAGE
Book 736, Page 20, MCR, Arizona

DATE: 11-08-2012
DSN: _____
DRN: LS
CHK: _____

PROJECT NAME
DS Dev Agreement
PAGE
1 OF 1

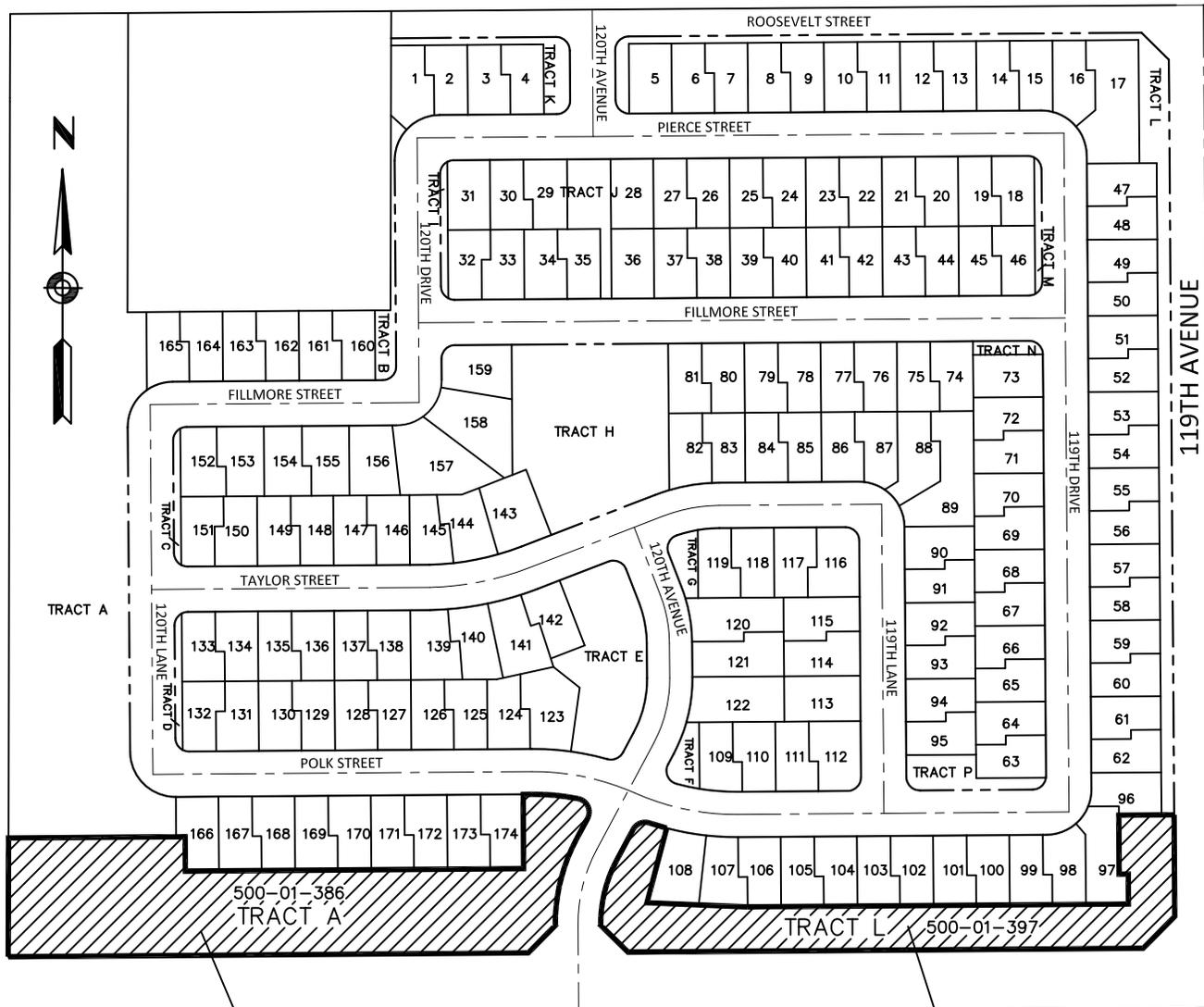
EXHIBIT C
TO
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF AVONDALE,
LENNAR ARIZONA, INC.
AND
DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION

[The Acquisition Tracts]

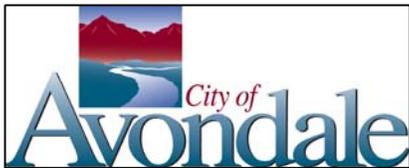
See following pages.

DESERT SPRINGS VILLAGE

BOOK 736 PAGE 20, MCR



ACQUISITION TRACTS PARTS OF TRACTS "A" & "L"



ENGINEERING
DEPARTMENT

EXHIBIT MAP
ACQUISITION TRACTS
PART OF TRACTS "A" & "L"
DESERT SPRINGS VILLAGE
Book 736, Page 20, MCR, Arizona

DATE: 11-12-2012
DSN: _____
DRN: LS
CHK: _____

PROJECT NAME
DS Dev Agreement
PAGE
1 OF 1

EXHIBIT D
TO
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF AVONDALE,
LENNAR ARIZONA, INC.
AND
DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION

[The Acquisition Lots Purchase Agreement]

See following pages.

**CONTRACT FOR PURCHASE AND SALE OF LAND
AND ESCROW INSTRUCTIONS**

This Contract for Purchase and Sale of Land and Escrow Instructions (the "**Agreement**") by and between **LENNAR ARIZONA, INC.**, an Arizona corporation ("**Seller**"), and the **CITY OF AVONDALE**, an Arizona municipal corporation ("**Buyer**") (individually a "**Party**" and collectively the "**Parties**"), is dated for identification as of _____, 2012.

RECITALS:

A. Seller and Buyer entered into that certain Development Agreement, dated _____, 2012 (the "**Development Agreement**"), among Buyer, Seller and the Desert Springs Village Homeowners Association wherein the parties thereto agreed to make certain conveyances of real property to facilitate the development of drainage facilities along Van Buren Street at 120th Avenue by the Flood Control District of Maricopa County, a substantial portion of which facilities affect the Property that is the subject of this Agreement.

B. Seller and Buyer are entering into this Agreement in furtherance of the terms and conditions of the Development Agreement.

AGREEMENT:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes set forth in the foregoing recitals which are incorporated herein by reference, the parties covenant and agree as follow:

1. SALE AND PURCHASE. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the property located in the Desert Springs Village subdivision in the City of Avondale, Maricopa County, Arizona, more particularly described on **Exhibit "A"** attached hereto and by reference incorporated herein, together with all rights whatsoever, including water, oil, gas and mineral rights, privileges, easements, and interests, if any, appurtenant thereto (the "**Property**"), subject to the terms and conditions of this Agreement.

2. PURCHASE PRICE. The purchase price (the "**Purchase Price**") for the Property is One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00). The Purchase Price shall be deposited into Escrow (as hereinafter defined) by Buyer on or before the Closing Date (as hereinafter defined), in cash, by certified funds or by wire transfer of immediately available funds. The Purchase Price shall be disbursed to or for the benefit of Seller at Closing.

3. CLOSING DATE; PLACE OF CLOSING. For all purposes herein, the "**Closing**" or "**Closing Date**" shall occur on or before February 15, 2013. Unless otherwise agreed on in writing, Closing shall be held at the offices of Alix Graham at North American Title Company ("**North American**"), 3200 East Camelback Road, Ste. 150, Phoenix, Arizona 85016 ("**Escrow Agent**").

4. OPENING OF ESCROW. The "**Opening of Escrow**" shall be the date inserted by Escrow Agent in the blank following Escrow Agent's signature on this Agreement, which Escrow Agent shall insert when Escrow Agent has received a fully-executed original of this Agreement signed by Seller and Buyer (or counterparts of this Agreement which, when taken together, include signatures on behalf of Seller and Buyer). Escrow Agent agrees to cause its underwriter, First American Title Insurance Company, a California corporation, to prepare and deliver Closing Protection letters to Buyer and Seller promptly after the Opening of Escrow.

5. TITLE COMMITMENT AND POLICY.

(a) Commitment. Seller shall cause Escrow Agent to deliver (which may be done by access to an online portal) to Buyer a commitment for an ALTA standard coverage owner's policy of title insurance covering the Property issued by First American Title Insurance Company (the "**Title Company**") together with legible copies of all documents referenced therein (the "**Commitment**") by which Commitment the Title Company shall agree to issue to Buyer, upon recording the Deed (as hereinafter defined) for the Property, a standard coverage owner's ALTA (2006 form) policy of title insurance in the amount of the Purchase Price without exception for any matters other than: (i) current taxes; (ii) applicable universally imposed zoning and governmental regulations; (iii) the standard exclusions set forth on the policy jacket; and (iv) liens, easements, restrictions and other matters of record including those set forth on **Exhibit "B"** attached hereto and incorporated herein by reference (collectively, the "**Permitted Exceptions**").

(b) Premiums. At Closing Seller shall pay the premium for a standard coverage owner's policy of title insurance in the amount of the Purchase Price. If Buyer chooses to obtain an ALTA extended coverage policy of title insurance, Buyer shall pay the incremental premium incident to the extended coverage owner's policy of title insurance. In addition, it shall be the obligation of Buyer, at its expense, to comply with any and all additional requirements, including, but not limited to survey requirements, which may be imposed by the Title Company in connection with the issuance of an extended coverage policy and endorsements requested by Buyer. Seller has no duty to satisfy any requirements for an ALTA extended coverage policy of title insurance.

(c) Withdrawal of Property from CCR's. The Property is subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Desert Springs Village recorded on August 31, 2006, at Maricopa County Recorder's No. 2006-1162272 (the "**Declaration**"). Seller is or will become the Declarant under the Declaration. Seller, on or before the Closing, shall cause a supplemental declaration of withdrawal to be recorded withdrawing the Property from the Declaration in accordance with Section 2.3 of the Declaration ("**Supplemental Declaration**").

6. CLOSING PROCEDURES. Buyer and Seller shall close on the Property subject to the closing procedures of this Agreement.

(a) Conveyance. Seller shall convey the Property to Buyer by special warranty deed (the "**Deed**") the form of which is attached hereto as **Exhibit "C."**

(b) Costs of Sale.

(i) Costs of Recording. The recording costs shall be borne by Buyer.

(ii) Real Estate Taxes and Assessments. Ad valorem real property taxes and improvement, general, special and improvement district assessments pertaining to the Property will be prorated at and as of the Closing with Seller to pay or be debited for at Closing all real property taxes and assessments due prior to the Closing Date. If real property taxes are not known for the 2013 calendar year as of the Closing Date, the most recently available tax figures will be used to prorate for Closing.

(iii) Owner Association Assessments. Assessments due and payable to any community or homeowners association with jurisdiction over the Property as of the Closing shall be paid by Seller.

(iv) Escrow Fees. Escrow fees will be split equally between Buyer and Seller.

(c) Seller's Closing Documents. Seller shall execute, acknowledge (as applicable) and deliver into Escrow on or before the Closing Date the following items:

(i) the Deed duly executed in form for recordation;

(ii) a non-foreign affidavit in the form attached as **Exhibit "D"** hereto;

(iii) proof of authority subject to the reasonable approval of the Title Company; and

(iv) such further documents as may reasonably be required to consummate the transaction evidenced by this Agreement.

(d) Buyer's Closing Documents. Buyer shall execute, acknowledge (as applicable) and deliver into Escrow on or before the Closing Date the following items:

(i) proof of authority subject to the reasonable approval of the Title Company; and

(ii) such further documents as may reasonably be required to consummate the transaction evidenced by this Agreement.

(e) Recording. The Supplemental Declaration and the Deed shall be recorded in the official records of the Recorder's Office for Maricopa County, Arizona, in that order, without the recordation of intervening matters, at the Closing.

7. BUYER'S DEFAULT. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall not be in default hereunder and Seller shall not be entitled to exercise any remedies unless within three (3) days after Buyer's receipt of written notice (a) Buyer fails to cure the breach of any obligation of Buyer under this Agreement that is set forth in

such notice or (b) Buyer fails to complete its purchase of the Property. If any such breach continues beyond such cure period, Seller shall be entitled to exercise all legal and equitable remedies available to Seller.

8. SELLER'S DEFAULT. Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be in default hereunder and Buyer shall not be entitled to exercise any remedies unless within three (3) days after the Seller's receipt of written notice Seller fails to cure the breach of Seller under this Agreement that is set forth in such notice. If any such breach continues beyond such cure period, Buyer shall be entitled to exercise all legal and equitable remedies available to Buyer.

9. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller that:

(a) Buyer is duly organized, existing and in good standing under the laws of Arizona.

(b) Buyer represents that it has capacity to enter into this Agreement and that the person signing below on behalf of Buyer is duly authorized to execute this Agreement and to bind the Party for which the person is signing.

(c) To Buyer's actual knowledge, without investigation, neither Buyer, nor any of its affiliates, their respective partners, members, shareholders or other equity owners, and their respective employees, officers, directors, managers, representatives or agents, (i) is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Real Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, or (ii) is a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined). No Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly). Buyer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Buyer is prohibited by law or Buyer is in violation of law. Buyer also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Buyer is or shall be listed on any of the lists or is or shall be an Embargoed Person. This Section shall not apply to any person to the extent that such person's interest in Buyer is through a U.S. Publicly-Traded Entity. As used in this Agreement, "**U.S. Publicly-Traded Entity**" means a Person (other than an individual) whose securities are listed

on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Buyer that:

(a) Seller is duly organized, existing and in good standing under the laws of the State of Arizona and has not filed, voluntarily or involuntarily, for bankruptcy relief within the last six (6) months under the laws of the United States Bankruptcy Code nor has any petition for bankruptcy or receivership been filed against Seller within the last year.

(b) Seller has taken all necessary action to authorize the transaction contemplated by this Agreement and its execution and delivery of this Agreement and all documents required herein and its performance hereunder.

(c) Seller is not a "Foreign Person" as such term is defined under § 1445 of the Code (as hereinafter defined).

(d) To Seller's knowledge, neither Seller, nor any of its affiliates, their respective partners, members, shareholders or other equity owners, and their respective employees, officers, directors, managers, representatives or agents, (i) is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Real Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, or (ii) is a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined). No Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). Seller has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Seller is prohibited by law or Seller is in violation of law. Seller also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Seller is or shall be listed on any of the lists or is or shall be an Embargoed Person. This Section shall not apply to any person to the extent that such person's interest in Seller is through a U.S. Publicly-Traded Entity. As used in this Agreement, "**U.S. Publicly-Traded Entity**" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

11. AS-IS. Buyer acknowledges and agrees that, other than the representations and warranties expressly stated above in this Agreement and in any document executed by Seller pursuant to this Agreement (collectively, the "**Express Representations**"), Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the Property, including, without limiting the generality of the foregoing, (a) the value, nature, quality, or condition of any of the Property, including, without limitation, the water, soil, and geology, (b) the income to be derived from any of the Property, (c) the suitability of any of the Property for any and all activities and uses that Buyer may conduct thereon, (d) the compliance of or by any of the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of any of the Property, (f) the manner or quality of the construction or materials, if any, incorporated into any of the Property, (g) the manner, quality, state of repair, or lack of repair of any of the Property, (h) compliance with any environmental protection, pollution, land use, zoning, development, or regional impact laws, rules, regulations, orders, or requirements, including the existence in or on any of the Property of Hazardous Materials, (i) the sufficiency of any plans, plats, drawings, specifications, reports, studies, and/or documents, or (j) any other matter with respect to the Property. Buyer further acknowledges and agrees that, except for the Express Representations, Buyer is relying entirely on Buyer's own investigations and examinations of the Property. Buyer acknowledges that it has performed, or prior to the Closing will perform, any and all inspections Buyer deems necessary or appropriate for Buyer to be satisfied with the acceptability of the purchase and sale and other transactions contemplated by this Agreement. Buyer further acknowledges that any information provided or made available to Buyer by Seller, or its officers, employees, agents, brokers, representatives, or others, was obtained from a variety of sources and that Seller has not made any independent verification of such information and, except for the Express Representations, makes no representations as to the accuracy or completeness of any such information, and such information was provided or made available solely as a courtesy, and that Buyer has the sole responsibility for determining the existence or nonexistence of any fact material to Buyer's decision to consummate the Assignment. Seller is not liable or bound in any manner by any verbal or written statements (except for written statements of Seller prepared by Seller), representations, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person or entity. Buyer acknowledges that, except for the Express Representations, the purchase of the Property is on an "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" basis without any implied warranties, and upon consummating any such purchase, Buyer accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Materials and any of the Property acquired by Buyer. By executing this Agreement, Buyer hereby gives Seller, as a material inducement for Seller to enter into this Agreement, a full release of Seller, its shareholders, officers, directors, managers, members, employees, agents, affiliates, and representatives, for and from any and all claims or causes of action Buyer may have now or in the future based upon the condition of the Property, and/or all other matters pertaining thereto, except for claims and causes of action arising from the breach of the Express Representations. The provisions of this paragraph shall survive the consummation of any purchase and sale hereunder and not merge with the conveyance documents therefor.

12. CAPTIONS. The captions contained herein are for convenience only and are not a part of this Agreement.

13. ENTIRE AGREEMENT. This Agreement, including the Exhibits attached hereto, and all other documents executed by the Parties pursuant to this Agreement after the Opening of Escrow and before the Closing occurs, and the Development Agreement contain the entire agreement between Seller and Buyer and all other representations, negotiations and agreements, written and oral, including any letters of intent (but excluding the Development Agreement) which pre-date the Opening of Escrow with respect to the Property or any portion thereof are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all Parties hereto.

14. ASSIGNMENT. Neither Party shall be entitled to assign this Agreement or any of the Party's respective rights or obligations hereunder without the prior, written consent of the other Party.

15. APPLICABLE LAW. This Agreement shall be construed by and controlled under the laws of the State of Arizona. The Parties consent and submit to the nonexclusive jurisdiction of the courts of the State of Arizona and the United States District Court for the District of Arizona, to be venued in Phoenix, Maricopa County, Arizona, concerning any action or proceeding arising under this Agreement.

16. PARTIAL INVALIDITY. In the event that any paragraph or portion of the Agreement is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

17. CONSTRUCTION OF AGREEMENT. All Parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all Parties and their respective counsel. Accordingly, all Parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any Party hereto based on authorship.

18. COUNTERPARTS. This Agreement may be executed and delivered in multiple counterparts, and each counterpart so delivered that bears the original or a facsimile signature of a Party hereto or a photocopy of an original document that bears a signature of a Party that is transmitted by email shall be binding as to such Party. A photocopy of this Agreement, as signed by a Party, which is transmitted either by facsimile or by email, shall be deemed to be a counterpart original copy of this Agreement executed by such Party, and shall be binding on such Party when transmitted by facsimile or email.

19. PARTIES. Subject to the limitations on assignment expressly set forth in this Agreement, the rights and obligations hereunder shall be binding on and inure to the benefit of Seller and Buyer, their legal representatives, successors, and assigns (where assignment is permitted). The use of any gender shall be deemed to refer to the appropriate gender, whether

masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.

20. TIME. Time is of the essence of this Agreement.

21. NOTICES. All notices and other communications required or permitted hereunder shall be in writing and shall be given by personal delivery, facsimile transmission, overnight courier, or deposit in the United States mail, first class, registered or certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at the address set forth below. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by facsimile on a business day before 5:00 p.m. (Phoenix local time); (c) upon the next business day following transmission if transmitted by facsimile on a day which is not a business day or if transmitted after 5:00 p.m. (Phoenix local time) on a business day; (d) the next business day, if delivered by overnight courier; or (e) three (3) days following deposit in the mail, if given by mail. The Parties may, from time to time, designate a different address by written notice given in the manner provided for above, not less than five (5) days prior to the effective date of the change. The Parties' addresses for notice are as follows

If to Seller:

Lennar Arizona, Inc.
1725 West Greentree Drive, Suite 114
Tempe, Arizona 85284-2709
Attn: Alan M. Jones
Fax: (480) 777-4696

With copies to:

Lennar Corporation
25 Enterprise
Aliso Viejo, California 92656-2601
Attn: Melanie McCall Houk
Fax: (949) 349-8037

and

Sherman & Howard LLC
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Attn: Azim Q. Hameed
Fax: (602) 240-6600

If to Buyer:

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles P. McClendon, City Manager
Fax: (623) 333-0100

With a copy to:

Gust Rosenfeld, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire
Fax: (602) 254-4878

If to Escrow Agent:

North American Title Company
3200 East Camelback Road, Ste. 150
Phoenix, Arizona 85016
Attn: Alix Graham
Fax No.: (866) 488-1907

Any notice to be given by any Party hereto may be given by legal counsel for such Party. Counsel for the Parties may give simultaneous notice hereunder to the opposing Party and its counsel. 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.

22. ATTORNEYS' FEES. In the event litigation is commenced by either Party to enforce the terms of this Agreement, the prevailing Party of such action shall, in addition to all other relief granted or awarded, be entitled to judgment for reasonable attorneys' fees incurred by reason of such litigation, and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels. For the purpose of this paragraph, the term "**prevailing Party**" shall mean, in the case of the claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant, as determined by the court.

23. INSURANCE, RISK OF LOSS AND CONDEMNATION. Insurance, if any, shall be canceled as of Closing. In the event of any material damage to or condemnation of the Property before the Closing, Buyer does not have the right to terminate this Agreement.

24. WAIVER OF BREACH. The failure of any Party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such

Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

25. BROKER'S COMMISSIONS. Each Party warrants and represents to the other that no real estate broker was involved in this transaction and no real estate sales or brokerage commissions, or finder's fees, are or may be due in connection with this transaction as a result of the act of the Party so warranting. Seller shall indemnify, defend and hold Buyer harmless for, from and against any and all claims, actions and liabilities with respect to any claimed rights by third parties to real estate or brokerage commissions, or finder's fees, in connection with Seller's acts with respect to the transaction provided for herein. To the extent permitted by law, Buyer shall indemnify, defend and hold Seller harmless for, from and against any and all claims, actions and liabilities with respect to any claimed rights by third parties to real estate or brokerage commissions or finder's fees, in connection with Buyer's acts with respect to the transaction provided for herein. Buyer hereby acknowledges that it has been informed that Seller or certain principals or employees of Seller hold an Arizona real estate license, but that no such principals or employees shall be due real estate sales or brokerage commissions or finder's fees in connection with this transaction.

26. POSSESSION. Possession of the Property shall be delivered to Buyer at the Closing.

27. FURTHER INSTRUMENTS. Each Party, promptly on the request of the other or on the request of the Escrow Agent, shall execute and have acknowledged and delivered to the other or to Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions hereof.

28. TIME PERIODS. In the event the time for performance of any obligation hereunder expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. References to "**business days**" in this Agreement shall mean all calendar days except Saturdays, Sundays and holidays recognized or imposed by the United States Federal Government or by the State of Arizona.

29. FACSIMILE OR EMAIL ACCEPTANCE. The Parties agree that they may reflect and confirm their agreement to be bound hereby, and their execution and delivery of this Agreement, by transmitting a signed copy of the signature page hereof, by facsimile or email, to Escrow Agent and the other Party hereto (including the persons entitled to copies of notices to such other Party pursuant to the Agreement). Notwithstanding any such faxing or emailing of signed copies of the signature page hereof, such Party shall cause Escrow Agent to receive at least one original signed copy of this entire Agreement within two (2) business days of its transmission of such facsimile or email. If only one signed copy of this Agreement is so delivered to Escrow Agent by either Party hereto, such original signed document shall be distributed to the other Party at such other Party's direction.

30. ESCROW INSTRUCTIONS. This Agreement shall also constitute escrow instructions from Seller and Buyer to Escrow Agent concerning this Agreement, the Property and

the escrow that is established by this Agreement (the "**Escrow**"). Seller and Buyer will deliver to Escrow Agent all documents and do or cause to be done all other things necessary, in the reasonable judgment of Escrow Agent, to enable it to comply in good faith with its obligations under this Agreement. Escrow Agent shall perform its duties faithfully, timely and in good faith according to the provisions set forth in this Agreement and at law relative to duties and obligations imposed on escrow agents. In the event any conflicting demand is made upon Escrow Agent concerning this Agreement, Seller and Buyer authorize Escrow Agent, at its election, to interplead any money and documents deposited with Escrow Agent with a court of competent jurisdiction to determine the rights of Seller and Buyer. Escrow Agent's deposit of documents and funds with such court, after deducting its fee (if not previously collected by Escrow Agent), shall relieve Escrow Agent of all liability and responsibility with respect to the funds deposited with such court and Escrow Agent's acts occurring after the date of such deposit, but shall not relieve Escrow Agent of any liability or responsibility incurred before such date of deposit with the court. Seller and Buyer shall, to the extent permitted by law, indemnify, defend and hold harmless Escrow Agent and Escrow Agent's shareholders, directors, officers, employees, agents, attorneys, successors and assigns, against all claims, pauses of action, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which Escrow Agent may incur or sustain in connection with this Agreement or any court action arising therefrom and shall pay the same upon demand; provided, however, that such indemnity shall not extend to any costs, damages, attorneys' fees, expenses or liabilities incurred by Escrow Agent as a result of (i) Escrow Agent's breach or default in the performance of any covenant, agreement or obligation to be performed by Escrow Agent set forth in this Agreement or (ii) Escrow Agent's gross negligence. The foregoing indemnity shall survive any termination of this Agreement, the Closing and the recording of the Deed. Escrow Agent, as the person responsible for closing the transaction within the meaning of Section 6045 (e) (2) (A) of the Internal Revenue Code of 1986 (the "**Code**"), will file all necessary information reports, returns, and statements (collectively, the "**Tax Reports**") regarding the transaction required by the Code including, but not limited to, the Tax Reports required pursuant to Section 6045 of the Code. Further, Escrow Agent agrees to indemnify, defend and hold Buyer, Seller, and their respective attorneys and the Broker harmless from and against any claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Tax Reports required to be filed pursuant to this paragraph.

31. **STORM WATER OBLIGATIONS.** From and after the Closing, Seller will have no responsibility for any storm water-related obligations in the Property including, but not limited to, complying with any Storm Water Pollution Prevention Plan ("**SWPPP**") or performing any storm- water related activities in the Property. Buyer shall be solely responsible for filing its own Notice of Intent ("**NOI**"), preparing and complying with its own SWPPP, maintaining all required best management practices ("**BMPs**"), and conducting and documenting all required inspections. Buyer shall also comply with all local, state and federal environmental obligations (including storm water and dust control) associated with its ownership or development of the Property. Such obligations include, without limitation, (i) preparing and timely filing an NOI, (ii) preparing, maintaining and complying with a proper SWPPP, (iii) maintaining all required BMPs, and (iv) conducting and documenting all required inspections.

32. **CONDITION SUBSEQUENT.** This Agreement shall automatically terminate and be of no further force or effect in which event each Party hereto shall be relieved of all rights

and responsibilities to the other Party under this Agreement if the Development Agreement terminates in accordance with Section 12.27 of the Development Agreement.

33. EXHIBITS AND SCHEDULES. The following exhibits and schedules are attached to this Agreement and are incorporated by reference herein:

- (a) **Exhibit "A"** Legal Description of the Property
- (b) **Exhibit "B"** Schedule B Title Exceptions
- (c) **Exhibit "C"** Special Warranty Deed
- (d) **Exhibit "D"** Form of Non-Foreign Affidavit

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

SELLER:

LENNAR ARIZONA, INC., an Arizona corporation

By: _____

Its: _____

Date Signed: _____

BUYER:

CITY OF AVONDALE, an Arizona municipal corporation

By: _____

Its: _____

Date Signed: _____

ATTEST:

Carmen Martinez, City Clerk

ESCROW AGENT:

NORTH AMERICAN TITLE COMPANY, an Arizona corporation

By: _____

Its: _____

Date: _____, 2012

The "Opening of Escrow"

Escrow No.: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lots 97 through 108, inclusive, of DESERT SPRINGS VILLAGE, according to plat of record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 736 of Maps, Page 20.

EXHIBIT "B"

SCHEDULE B TITLE EXCEPTIONS

1. The right of entry to prospect for, mine and remove the minerals in said land as reserved in the Patent.
2. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.
3. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 736 of Maps, Page 20, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
4. An easement for electrical power and rights incidental thereto, recorded in Instrument No. 05-1672124.
5. Development Agreement, dated December __, 2012, among the City of Avondale, Lennar Arizona, Inc., and the Desert Springs Village Homeowners Association recorded in Instrument No. _____.

EXHIBIT "C"

FORM OF SPECIAL WARRANTY DEED

[See Document Following this Descriptive Page]

WHEN RECORDED RETURN TO:

City of Avondale
Attn: Charles P. McClendon
11465 West Civic Center Drive
Avondale, AZ 85253

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration received, **LENNAR ARIZONA, INC.**, an Arizona corporation ("**Grantor**"), does hereby convey to the **CITY OF AVONDALE**, an Arizona municipal corporation, the following described real property (the "**Property**") situated in Maricopa County, Arizona:

SEE **EXHIBIT "A"** ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF

SUBJECT TO: current taxes and other current assessments; patent reservations; all covenants, conditions, restrictions, reservations, easements and declarations, encumbrances, liens, obligations, liabilities or other matters of record or to which reference is made in the public record; any and all conditions, easements, encroachments, rights-of-way, or restrictions which a physical inspection or accurate ALTA/ACSM survey of the Property would reveal; and the applicable zoning and use regulations of any municipality, county, state, or the United States affecting the Property.

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters above set forth.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be signed by the undersigned officer.

DATED as of: _____, 2013.

AFFIDAVIT OF PROPERTY VALUE EXEMPT PURSUANT TO A.R.S. § 11-1134(A)(3)

ACCEPTED BY:

GRANTOR:

CITY OF AVONDALE, an Arizona
municipal corporation

LENNAR ARIZONA, INC., an Arizona
corporation

Mayor: _____

By: _____

ATTEST: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of Lennar Arizona, Inc. an Arizona corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

A.R.S. § 41-313(C) DISCLOSURES

This notary certificate is attached to Special Warranty Deed, dated _____, consisting of two (2) pages, plus a one (1) page exhibit, and was executed by the following: _____.

EXHIBIT "D"

NON-FOREIGN AFFIDAVIT

[See Document Following this Descriptive Page]

NON-FOREIGN AFFIDAVIT

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

BEFORE ME, the undersigned attesting officer, personally appeared _____, the _____ of _____, a _____ ("**Owner**"), who, on oath, deposes and says that Owner is the owner of a tract or parcel of land located in Maricopa County, Arizona, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**") and that he is familiar with the facts set forth herein and has the authority to make the within affidavit.

Deponent further avers that he understands that Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of U.S. real property interest must withhold tax if the transferor is a foreign person. Accordingly, to inform _____ and the closing agent that withholding of tax is not required on said disposition by Owner of the Property being a U.S. real property interest, the undersigned hereby swears to and certifies as to the following:

1. Owner is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and regulations promulgated pursuant thereto).
2. Owner is not a disregarded entity as defined in 26 CFR § 1.1445-2(b)(2)(iii).
3. Owner's office address is 1725 West Greentree Drive, Suite 114, Tempe, Arizona 85284-2709.
4. Owner's Federal Identification Number is: _____.

Owner understands that his certification may be disclosed to the Internal Revenue Service and that any false statement contained herein may be punished by fine or imprisonment, or both.

Under penalties of perjury, the undersigned declares that the undersigned has examined the certification and to the best of his knowledge and belief, it is true, correct and complete.

Dated as of _____, 2013.

LENNAR ARIZONA, INC., an Arizona corporation

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of Lennar Arizona, Inc. an Arizona corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

A.R.S. § 41-313(C) DISCLOSURES

This notary certificate is attached to Non-Foreign Affidavit, dated _____, consisting of two (2) pages, plus a one (1) page exhibit, and was executed by the following: _____.