

CITY COUNCIL AGENDA

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

REGULAR COUNCIL MEETING
January 7, 2013
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 INSTALLATION OF COUNCIL MEMBERS

Newly elected Council Members will take their Oaths of Office

3 RECOGNITION OF VICE MAYOR KARLIN AND SELECTION OF NEW VICE MAYOR

The Council will designate one of its members as Vice Mayor

4 UNSCHEDULED PUBLIC APPEARANCES

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

5 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. Budget Meeting of December 10, 2012

b. LIQUOR LICENSE SERIES 10 (BEER AND WINE STORE) - CARNICERIA Y MARISQUERIA LAS PLAYITAS

City Council will consider a request from Mr. Guillero Lua for a Series 10 (Beer and Wine Store) Liquor License at Carniceria y Marisqueria Las Playitas located at 10953 W Buckeye Road in Avondale. The Council will take appropriate action.

c. PURCHASE AUTHORIZATION - FIRE APPARATUS

City Council will consider a request to authorize the purchase of a new brush firefighting vehicle from Kovatch Mobil Equipment Corp in an amount not to exceed \$340,000, authorize the transfer of appropriation from Fund 209 to Fund 601 and authorize the City Manager to execute the necessary agreement. The Council will take the appropriate action.

d. PROFESSIONAL SERVICES AGREEMENT - NCS ENGINEERS

City Council will consider a request to approve a Professional Services Agreement with NCS Engineers, to perform a Wellhead Treatment Study in an amount not-to-exceed \$130,832, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. FIRST AMENDMENT TO CONSTRUCTION CONTRACT - TALIS CONSTRUCTION CORPORATION

City Council will consider a request to approve the First Amendment to the Construction Contract with Talis Construction Corporation for the Western Avenue Waterline and Drainage Improvements project, authorize the transfer of \$99,399.34 from CIP Street Fund Line Item 304-1020-00-8420 to CIP Street Fund Line Item 304-1293-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. SECOND AMENDMENT TO CUSTOMER AGREEMENT - ANGEL.COM, INC., FOR IVR CALL SERVICES

City Council will consider a request to execute a second amendment to the customer agreement with Angel.com, Inc., for an amount not to exceed \$12,645 per year per annual renewal period for additional call handling services to support sanitation service reminder calls and higher assistance registration call loads and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 3087-113 - ADOPTION OF COUNCIL GOALS FY 2013-2014

The City Council will consider a resolution establishing Council goals for fiscal year 2013-2014. The Council will take appropriate action.

h. ORDINANCE 1507-113 - REPEALING ORDINANCE 1196-906 AND ACCEPTING DEDICATION OF A WATERLINE EASEMENT FOR COLDWATER APARTMENTS

City Council will consider an ordinance repealing Ordinance 1196-906 and accepting the dedication of a waterline easement for the Coldwater Apartments southeast of Van Buren Street and Fairway Drive and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

i. ORDINANCE 1508-113 - GRANTING AN EASEMENT TO SRP ALONG MCDOWELL ROAD EAST OF AVONDALE BOULEVARD TO 107TH AVENUE

City Council will consider an ordinance granting a power transmission easement to Salt River Project (SRP) along McDowell Road east of Avondale Boulevard to 107th Avenue, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

4 ADJOURNMENT

Respectfully submitted,



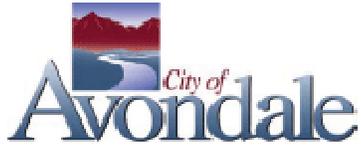
Carmen Martinez
City Clerk

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 intérprete, 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:
APPROVAL OF MINUTES

MEETING DATE:
January 7, 2013

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

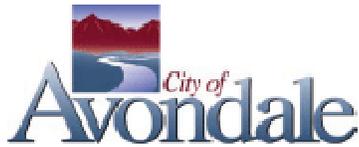
PURPOSE:

1. Budget Meeting of December 10, 2012

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Liquor License Series 10 (Beer and Wine Store) -
Carniceria y Marisqueria Las Playitas

MEETING DATE:

January 7, 2013

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 Mr. Guillero Lua for a Series 10 (Beer and Wine Store) Liquor License at Carniceria y Marisqueria Las Playitas located at 10953 W Buckeye Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for a Series 10 (Beer and Wine Store) License Carniceria y Marisqueria Las Playitas located at 10953 W Buckeye Road. The location was previously licensed as Food Star Market. The store was recently acquired by Mr. Lua.

As required by state law and city ordinance, the application was posted for the required period of time starting December 12, 2012 and a notice was published in the West Valley View on December 28, 2012 and January 1, 2013. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

The Development Services, Finance and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Guillero Lua for a Series 10 (Beer and Wine Store) Liquor License at Carniceria y Marisqueria Las Playitas located at 10953 W Buckeye Road in Avondale.

ATTACHMENTS:

Click to download

- [Application](#)
- [Department Review](#)
- [Posting photos](#)
- [Vicinity Map](#)

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor, Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

SEE AMENDMENT

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s):

10076355

1. Type of license(s): License 10

2. Total fees attached:

Department Use Only \$ 122.

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

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

P1036627b

1. Owner/Agent's Name: Mr. LU A Guillermo
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.:
(Exactly as it appears on Articles of Inc. or Articles of Org.)

B1006598

3. Business Name: Carniceria y Marisqueria Las Playitas
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 10953 W. Buckeye Rd Avondale Maricopa 85323
623-936-3531 (Do not use PO Box Number) City County Zip

5. Business Phone: 602-542-1104 Daytime Contact:

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: 100- Application Interim Permit Agent Change Club 22- Finger Prints \$ 122.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: C. Byrum Date: 11-28-12 Lic. # 10076355

Arizona Department of Liquor Licenses and Control, 12 DEC 6 Lic. Lic. PM 2:41
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5441

AMENDMENT

APPLICATION FOR LIQUOR LICENSE TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 100710355

1. Type of License(s): _____
2. Total fees attached: \$ _____ Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Luca Guillermo
(insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: _____
(Exactly as it appears on the exterior of premises)
4. Principal Street Location _____
(Do not use PO Box Number) City County Zip
5. Business Phone: _____ Daytime Contact: _____
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: _____
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ _____ Type \$ _____

DEPARTMENT USE ONLY

Fees: Application _____ Interim Permit _____ Agent Change _____ Club _____ Finger Prints \$ _____
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: _____ Date: _____ Lic. # _____

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 10074406
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

12 NOV 28 Lic. Lic. # 113

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

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

(Print full name)

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

**SEE
AMENDMENT**

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Lua	Guillermo		100%		

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

) Y R A S S E C E N F I T

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

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#
Lua	Guillermo				

SECTION 5 Interim Permit:

10010000 pending Lic #

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 10074406
4. Is the license currently in use? YES NO If no, how long has it been out of use? **AMENDMEN**

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

I, Yeonjine Kim declare that I am the CURRENT OWNER, AGENT CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

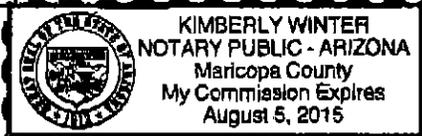
X [Signature]
(Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My commission expires on: 8/5/15

6 day of Dec 2012
Day Month Year



[Signature]
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

) Y R A S S E C E N F I

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO

If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

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

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 10074406

Issue Date: 12/6/2012

Expiration Date: 3/21/2013

Issued To:
GUILLERMO LUA, Owner

Beer & Wine Store

Interim Permit

Mailing Address:

Location:
CARNICERIA Y MARISQUERIA LAS PLAYTAS
10953 W BUCKEYE RD
AVONDALE, AZ 85329

GUILLERMO LUA
CARNICERIA Y MARISQUERIA LAS PLAYTAS
P O BOX 1578
AVONDALE, AZ 85323



POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

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

L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

12 NOV 28 Lic. Lic. PM 1 13

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No.: _____ Date authorized to do business in AZ: _____

5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

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

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

- 1. Current Licensee's Name: _____
Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

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

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: _____
(Other than business) Street _____
City, State, Zip _____
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

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

(Signature of NOTARY PUBLIC)

My commission expires on: _____

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

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

- 1. Current Business: Name 112 NEW 28 LLC, Lic. PM 1113
(Exactly as it appears on license) Address _____
- 2. New Business: Name _____
(Physical Street Location) Address _____
- 3. License Type: _____ License Number: _____
- 4. If more than one license to be transferred: License Type: _____ License Number: _____
- 5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 3/4 mi Name of school Littleton Elementary School
Address 1252 S. Avondale Blvd, Avondale, AZ 85323
City, State, Zip

2. Distance to nearest church: 1000 ft. Name of church Jubilee Center
Address 1147 W. Buckeye Road, Avondale, AZ 85323
City, State, Zip

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name Woo Enterprises Incorporated, c/o Ronald Wilson
Address 3300 N. Central #1800, Phoenix AZ 85012
City, State, Zip

4a. Monthly rental/lease rate \$ 1,250.00 What is the remaining length of the lease 3 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other no penalty.
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ 0 NONE
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SEE

6. What type of business will this license be used for (be specific)? Food Market

AMENDMENT

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

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

- 1. Current Business: Name _____
(Exactly as it appears on license) Address _____
- 2. New Business: Name _____
(Physical Street Location) Address _____
- 3. License Type: _____ License Number: _____
- 4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.03)
- c) Government license (§ 4-206.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

AMENDMENT

12 DEC 12 09:14 AM 11116

- 1. Distance to nearest school: 1909.76 ft. Name of school Underdown Junior High School
Address 1642 S. 30th Drive, Cashion, AZ. 85329
City, State, Zip
- 2. Distance to nearest church: 1230.66 ft. Name of church Jubilee Center
Address 11147 W. Buckeye Road, Avondale, AZ. 85323
City, State, Zip
- 3. I am the: Lessee Sublessee Owner Purchaser (of premises)
- 4. If the premises is leased give lessors: Name Woo Enterprises Incorporated, c/o Ronald Wilson
Address 3300 N. Central #1800, Phoenix, AZ 85012
City, State, Zip
- 4a. Monthly rental/lease rate \$ 1250.00 What is the remaining length of the lease 3 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ n/a or other no penalty
(give details - attach additional sheet if necessary)
- 5. What is the total business indebtedness for this license/location excluding the lease? \$ none
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
N/A							

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 6. What type of business will this license be used for (be specific)? Food Market

SECTION 13 - continued

- Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 10074406 (exactly as it appears on license) Name # Yeon Jine Kim

SECTION 14 Restaurant or hotel/motel license applicants:

- Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 _____ and license #: _____
Last First Middle
- If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicant's initials

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

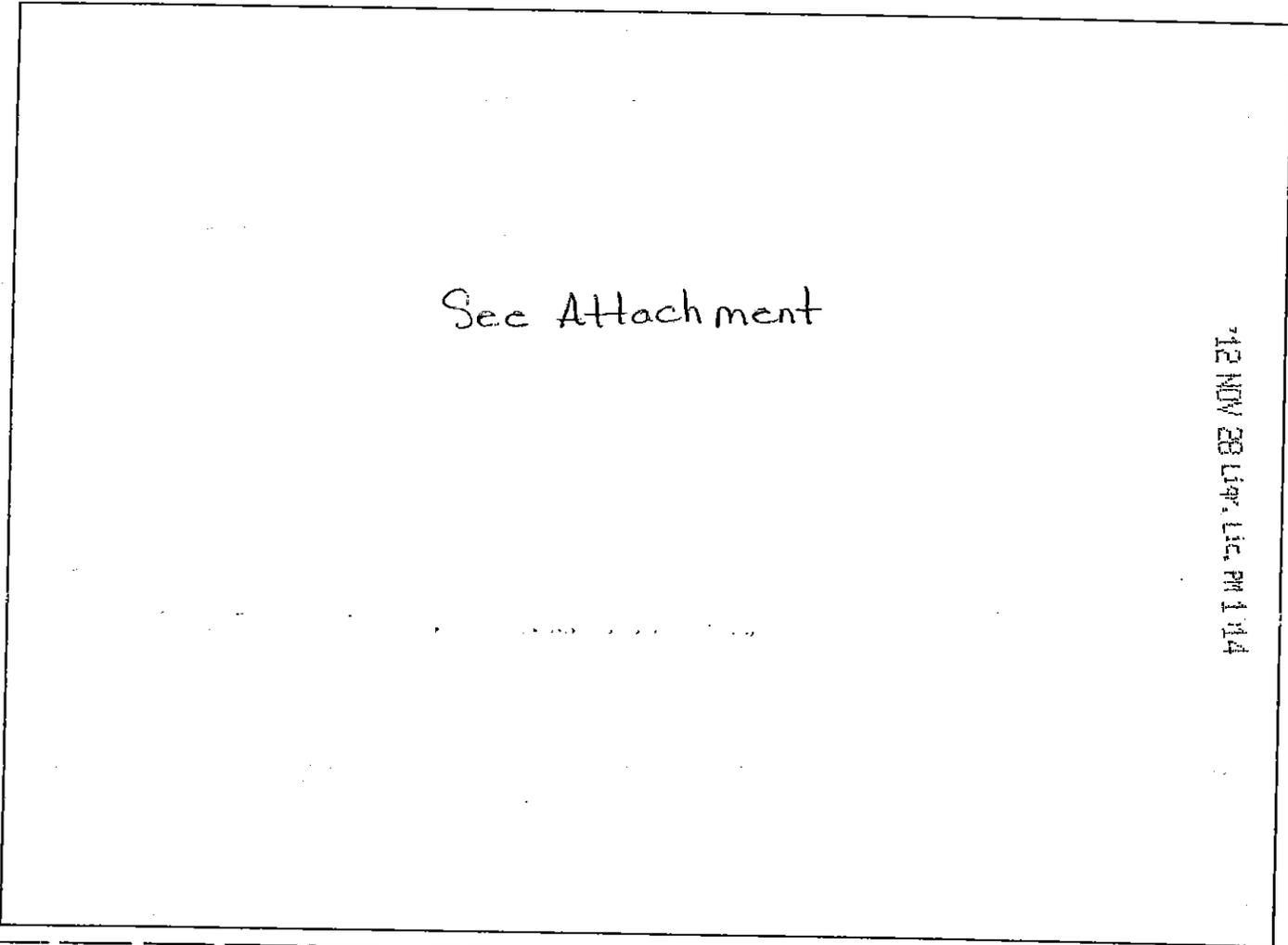
- Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

GL
applicant's initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ←.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Guillermo LUG, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X *Guillermo LUG*
(signature of applicant listed in Section 4, Question 1)

State of AZ County of Maricopa



My commission expires on : _____
Day Month Year

The foregoing instrument was acknowledged before me this

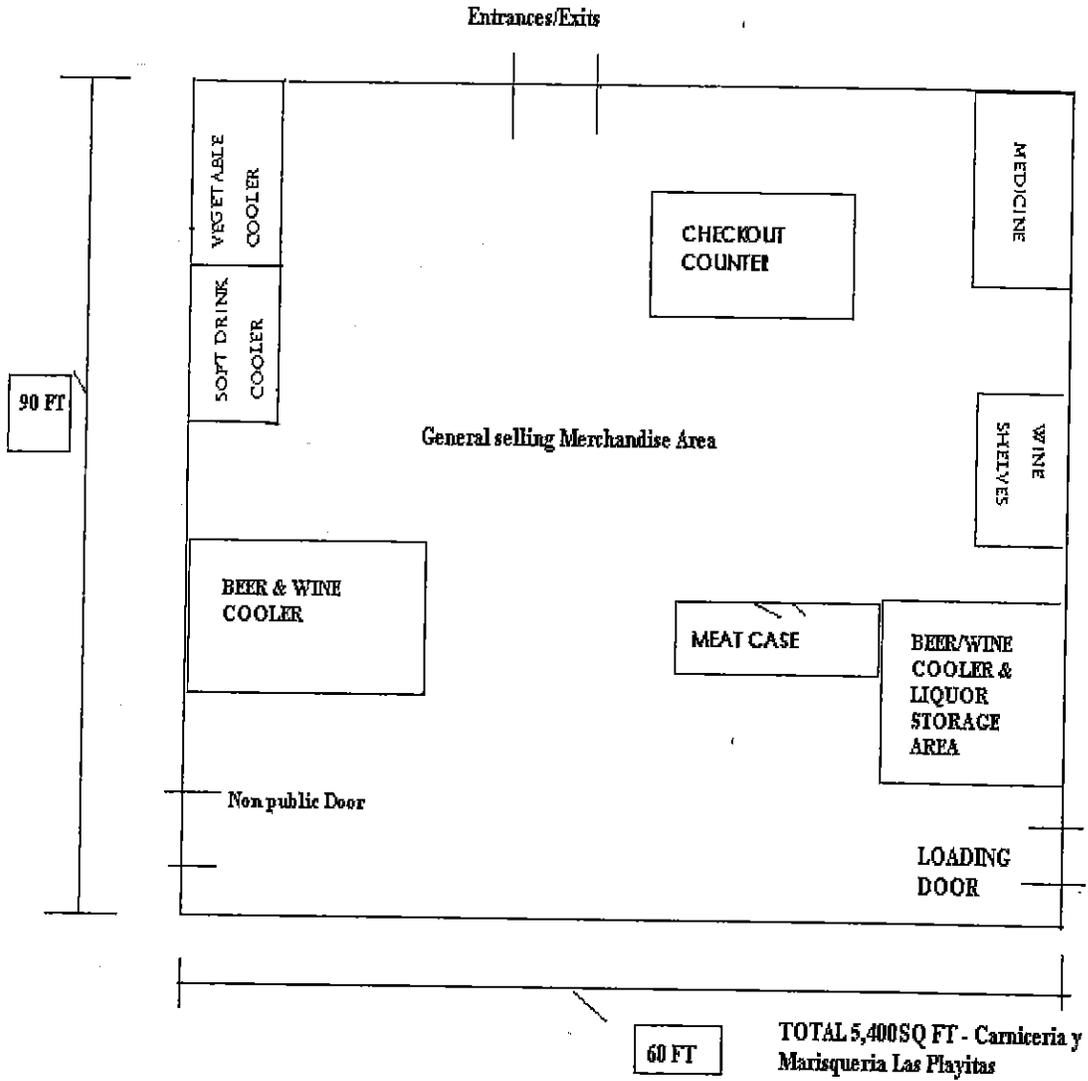
21st of November, 2012
Day Month Year

Ariel Morin
signature of NOTARY PUBLIC

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Lay out (Carnicería y Marisquería Las Playitas)



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

P1036624

QUESTIONNAIRE

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

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

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE. In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
10076355
 (If the location is currently licensed)

1. Check appropriate box → Controlling Person Agent Manager (Only)
 (Complete Questions 1-19) (Complete All Questions except # 14, 14a & 21)
 Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: LUA Guillermo Date of Birth: 1/1/14
 Last First Middle (NOT a Public Record)

3. Social Security Number: _____ Drivers License #: _____ State: Arizona
 (NOT a public record) (NOT a public record)

4. Place of Birth: Cotija Michoacan Mexico Height: 5'06 Weight: 170 Eyes: BRD Hair: BK
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: LUA Blanca E Vazquez Date of Birth: 1/1/14
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document _____

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

10. Name of Licensed Premises: Carniceria y Marisqueria Las Playitas Premises Phone: 623-936-5551

11. Physical Location of Licensed Premises Address: 10953 W. Buckeye Rd Avondale Maricopa 85323
 Street Address: (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
5/18/00	CURRENT	Business owner	MARISCOS LAS PLAYITAS 10953 W. Buckeye Rd Avondale, AZ 85329

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
12/11	CURRENT	own				
11/06	12/11	own				

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 15, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Guillermo Lua, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x *Guillermo Lua*
(Signature of Applicant)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this
21st day of November, 2012
Month Year

Ariel Morin
(Signature of NOTARY PUBLIC)

My commission expires on:



COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____

Month Year

x _____
Signature of Controlling Person or Agent (circle one)

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

12 DEC 20 11 4 06

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Guillermo Lua
Full Name (please print)
Guillermo Lua
Signature

12/20/12
Training Completion Date

Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MANAGEMENT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	OFF SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

Name of Licensee
Cerveceria y Manisquerias Las
Business Name Playitas
Liquor License # _____

Alcohol Training Program Provider Information

AVANT GARDE ALCOHOL TRAINING & EDUCATION

Company or Individual Name (please print)
530 E MCDOWELL RD, SUITE 107-241

Address
PHOENIX ARIZONA 85004 (480) 353-8035
City State Zip Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

THERESA J. MORSE

Name of Trainer (please print)
[Signature] 12/20/12
Trainer Signature Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

- Owner(s)
- Licenses/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

#19

November 21, 2012

*12 NOV 28 LIQ. LIC. RM 1 14

El. Guillermo Lúa is writing this short note to state that ~~elm~~ the solo owner of Mariscos Las Payitas with a seven liquor license (07070074).

Also owned liquor license 07070310.

Club SantaFee - 2005 - 2008.

guerra - 

#17 There was a fine paid 2010 for purchasing from other primary source.



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIE 10: BEER AND WINE STORE

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: GUILLERMO LUA

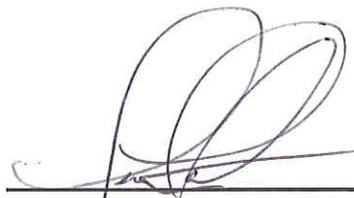
BUSINESS NAME: CARNICERIA Y MARISQUERIA LAS PLAYITAS

BUSINESS ADDRESS: 10953 W. BUCKEYE ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE
Chief of Police

TITLE

12/13/12

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **JAN. 7, 2013**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **DEC 19, 2012**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIE 10: BEER AND WINE STORE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: GUILLERMO LUA

BUSINESS NAME: CARNICERIA Y MARISQUERIA LAS PLAYITAS

BUSINESS ADDRESS: 10953 W. BUCKEYE ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

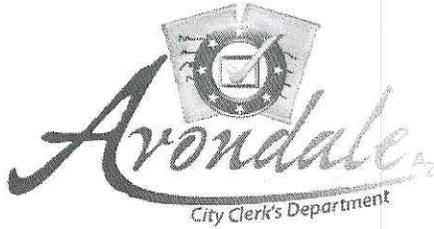
APPROVED

DENIED

Jesse G. Gomez
SIGNATURE
Fire Inspector
TITLE

12/19/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN. 7, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC 19, 2012



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIE 10: BEER AND WINE STORE

ROUTING:

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

APPLICANT'S NAME: GUILLERMO LUA

BUSINESS NAME: CARNICERIA Y MARISQUERIA LAS PLAYITAS

BUSINESS ADDRESS: 10953 W. BUCKEYE ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

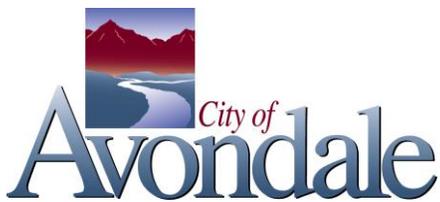
APPROVED

DENIED

Benny Foster
SIGNATURE
Zoning Specialist
TITLE

12/18/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN. 7, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC 19, 2012



DEVELOPMENT SERVICES

MEMORANDUM

DATE: December 18, 2012

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 10 Beer and Wine License
Carniceria y Marisqueria Las Playitas – 10933 W Buckeye Rd

The site is generally located west of the southwest corner of Buckeye Road and 109th Avenue. The building is existing.

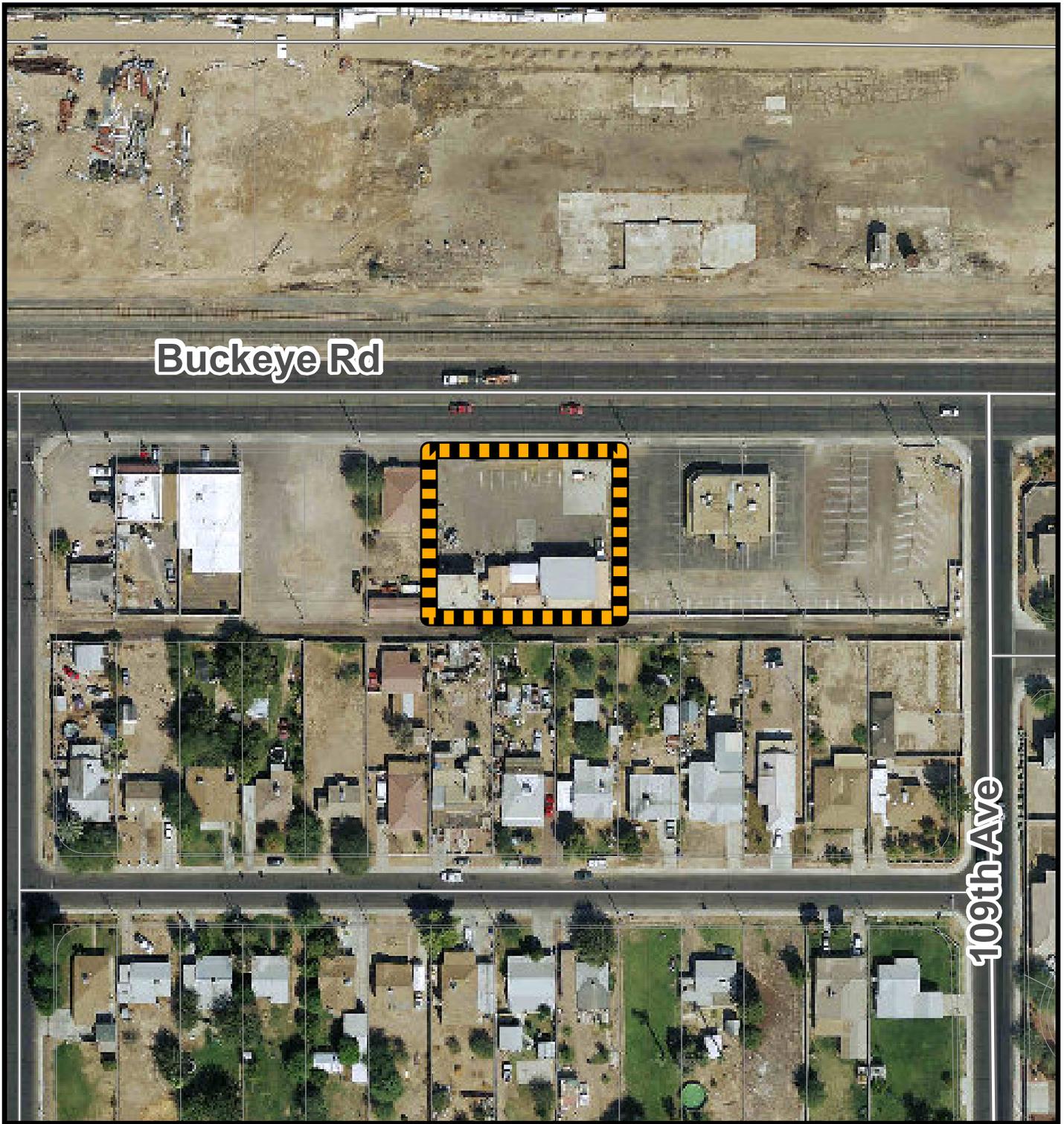
A Series 10 Liquor License was approved in May of 2004. A change in ownership triggered the application for a new liquor license.

Having met the State statute requiring a minimum separation of 300 feet from schools, school recreational areas, and churches back in 2004 and with no disruption between licenses, the current application is exempt from having to meet this requirement now.

The General Plan designates the property as Commercial. The site is zoned R1-6 (Single Family Residential). Grocery store/meat market is not a permitted use in the R1-6 District. This use is legal nonconforming.

Staff recommends approval of this request.

Attachment: 2012 Aerial Photography
Zoning Vicinity Map



Buckeye Rd

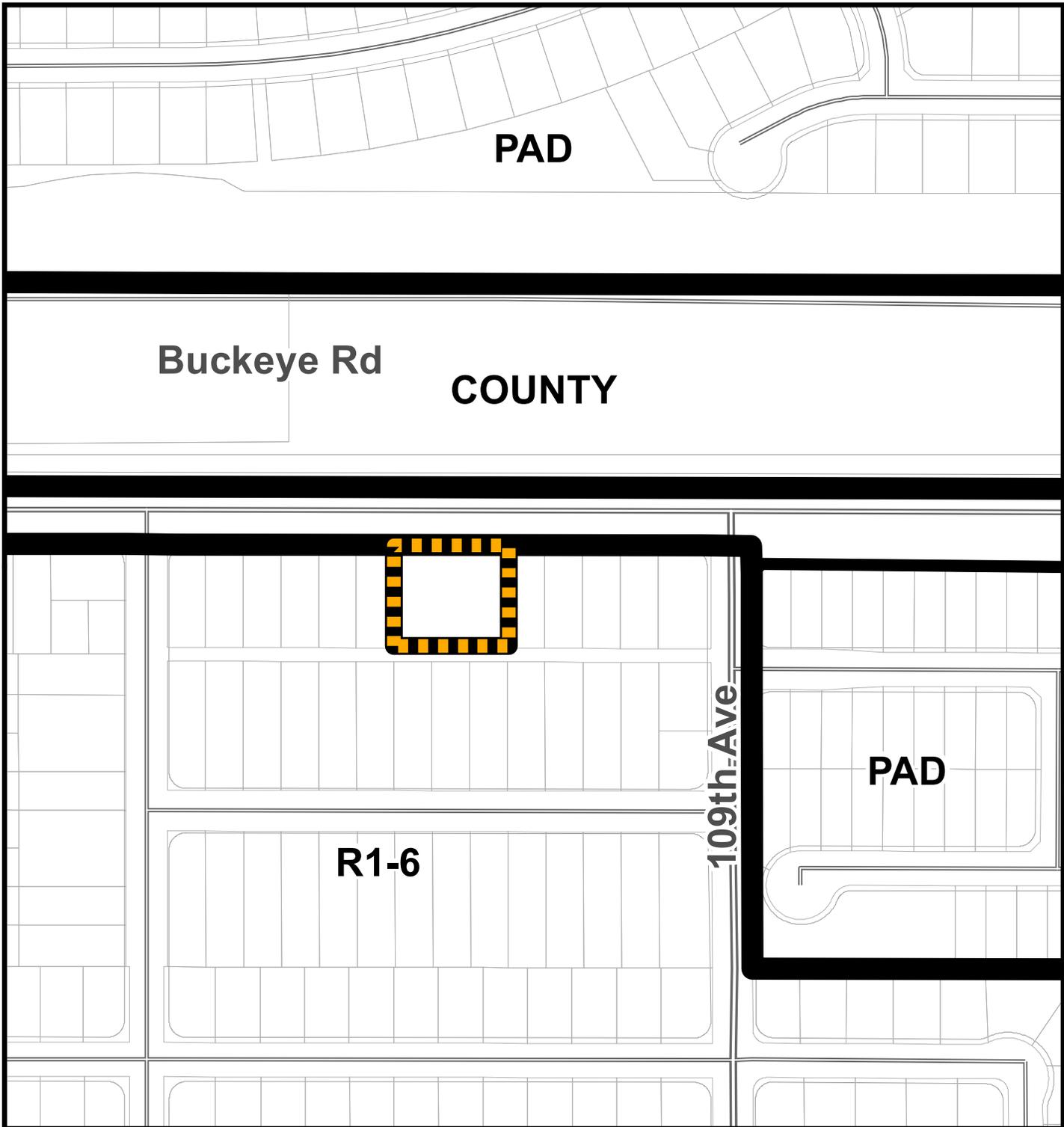
109th Ave

2012 Aerial Photography



Carniceria y Marisqueria
Las Playitas





Zoning Vicinity Map



**Carniceria y Marisqueria
Las Playitas**





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIE 10: BEER AND WINE STORE

ROUTING:

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

APPLICANT'S NAME: GUILLERMO LUA

BUSINESS NAME: CARNICERIA Y MARISQUERIA LAS PLAYITAS

BUSINESS ADDRESS: 10953 W. BUCKEYE ROAD

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

DEPARTMENTAL COMMENTS:

Account in Good Standing.

APPROVED

DENIED

Loren Puro
SIGNATURE
Revenue Collector
TITLE

12/12/12
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN. 7, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC 19, 2012

Food Star Market



12.12.2012 10:39

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: DECEMBER 12, 2012

A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, JANUARY 7, 2013
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)

**SERIES 10: BEER AND WINE STORE **

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

Carniceria y Marisqueria Las Playitas
10953 W. Buckeye Road
Avondale, AZ. 85323

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789 INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

12.12.2012 10:37

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor, Phoenix, AZ 85007
Phone: 602-542-9789
www.azliquor.gov
602-542-9789

SEE AMENDMENT pg.1A

APPLICATION FOR LIQUOR LICENSE
TYPE OF FORM: W/BLANK NK

Notice: Effective Nov. 1, 1997, all Owners, Partners, Shareholders, Officers, or Managers involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 4 of the Liquor Licensing Regulations.

SECTION 1 This application is for a:

MORE THAN ONE LICENSE
 INTERIM PERMIT Complete Sections 5
 NEW LICENSE Complete Sections 2, 3, 4, 10, 11, 15, 16
 PERSON TRANSFER (Class 6 & 10) Complete Sections 2, 3, 4, 10, 11, 15, 16
Complete Sections 2, 3, 4, 11, 15, 16, 17
 LOCATION TRANSFER (Class 6 & 10) Complete Sections 2, 3, 4, 10, 11, 15, 16
Complete Sections 2, 3, 4, 8, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 PROBATE WILL ASSIGNMENT/DIVORCE LICENSE
Complete Sections 2, 3, 4, 8, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 GOVERNMENT Complete Sections 2, 3, 4, 10, 15, 16

SECTION 2 Type of ownership:

JT, JV, ROS Complete Section 6
 INDIVIDUAL Complete Section 6
 PARTNERSHIP Complete Section 6
 CORPORATION Complete Section 7
 LIMITED LIABILITY CO. Complete Section 7
 CLUB Complete Section 6
 TRUST Complete Section 10
 TRUST Complete Section 6
 OTHER (Specify)

SECTION 3 Type of license and fees LICENSE # 100110355

1. Type of license(s) License 10 2. Total fees attached: \$ 122 Department Use only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-882 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Luis Last Gullema Middle Piololetto
(Print one name ONE Y to appear on license)

2. Corp./Partnership, L.L.C. Birdies 99
(Specify as it appears on Articles of Inc. or Articles of Org.)

3. Business Name Carniceria y Marisqueria Las Playitas
(Print if it differs from the name of premises)

4. Principal Street Location: 10953 W. Buckeye Rd Avondale Maricopa 85323
623-333-1200 (Box Number) City County State

5. Business Phone: 602-542-9789 Daytime Contact

6. Is the business located within the incorporated limits of the above city or town? YES YES NO

7. Mailing Address: City State Zip Type \$

8. Price paid for license only bar, beer and wine, or liquor store Type \$ Zip Type \$

DEPARTMENT USE ONLY

Fees: 100 Application 22 Interim Permit 100 Agent Change 00 Club 00 Finger Prints 00 \$ 122 TOTAL ALL FEES

State benefits complete? YES NO



Legend

PLACES OF WORSHIP

CHURCH

Liquor License

15

SERIES 6

SERIES 7

SERIES 9

SERIES 10

SERIES 12

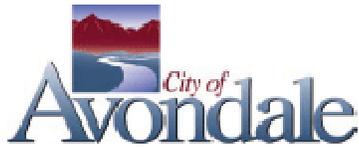
SERIES 14

SERIES 16

SCHOOLS

Carniceria y Marisqueria Las Playitas
10953 W Buckeye Rd
1 Mile Buffer





CITY COUNCIL REPORT

SUBJECT:

Purchase Authorization - Fire Apparatus

MEETING DATE:

January 7, 2013

TO: Mayor and Council
FROM: Paul Adams, Fire Chief (623) 333-6100
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize the purchase of a new brush firefighting vehicle from Kovatch Mobile Equipment Corp. (KME Fire Apparatus) in a total amount not to exceed \$340,000, authorize the city manager to execute the necessary purchase agreement and authorize the transfer of \$340,000 in appropriation from Fund 209 to Fund 601.

BACKGROUND:

The fire-rescue department currently operates a smaller firefighting vehicle that is used primarily for fighting brush or wildland fires which is due for replacement over the next year. Funding for this purchase is currently available in the vehicle replacement fund.

DISCUSSION:

The fire-rescue department has been working with KME Fire Apparatus to finalize a purchase agreement for a new brush truck which will replace the current brush truck. The new vehicle is available through a Houston-Galveston Area Council (HGAC) cooperative purchasing agreement which the city has used successfully in the past to purchase fire apparatus at a significant cost savings.

The proposed vehicle is larger than the current brush truck, but smaller than a full sized pumper, and will be configured to provide initial service from the northwest public safety facility when it begins operation as a 2-person station in early 2014. In addition to responding to wildfire incidents within the valley automatic aid system this vehicle will also be better suited to provide service during NASCAR events at Phoenix International Raceway, will function as a reserve pumper once the northwest facility becomes fully operational, and will be eligible for reimbursable deployment to state or federal wildfire incidents.

There is a desire to move forward as quickly as possible with the purchase to avoid the conversion to the 2013 vehicle year chassis which will both increase cost and delay construction of the vehicle. The department's goal is to have the vehicle available for use at PIR for the March NASCAR race.

BUDGETARY IMPACT:

There is sufficient funding in Fund 601 (vehicle replacement) to make this purchase however appropriation will need to be transferred from Fund 209 (unanticipated revenues) to do so.

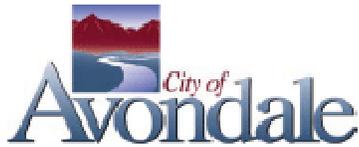
RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of a new brush firefighting vehicle from Kovatch Mobile Equipment Corp. (KME Fire Apparatus) in a total amount not to exceed \$340,000, authorize the city manager to execute the necessary purchase agreement and authorize the transfer of \$340,000 in appropriation from Fund 209 to Fund 601.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - NCS Engineers

MEETING DATE:

January 7, 2013

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 Professional Services Agreement (PSA) with NCS Engineers, to perform a Wellhead Treatment Study in an amount not-to-exceed \$130,832, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City owns and operates a public water system (PWS # AZ0407088) based on recharge and recovery of groundwater to serve approximately 76,000 residents. The system consists of sixteen active wells and five booster stations.

Some of the wells have water quality concerns related to arsenic and nitrates, water treatment has been established at three booster stations in order to address these concerns. The North Side Booster Station has an arsenic treatment system, Northeast and Gateway Booster Stations each have a nitrate treatment system.

New wells with total dissolved solids, nitrates, and arsenic along with a pending rule for hexavalent chromium have the city proactively looking into additional treatment options. Additionally concerns with capacity and the disposal of waste brine from the existing treatment facilities has arisen.

For these reasons, staff solicited a consultant to provide an evaluation of the existing system as well as future wells and provide recommendations for wellhead treatment improvements and future needs.

DISCUSSION:

Per procurement procedures, the Public Works Department formed a committee to evaluate five consultants previously qualified and placed on the FY 2012/2013 Professional Consultant Selection List. A committee of three City staff conducted an evaluation and ranking of each of the five consultant's experience and qualifications, project approach, availability and previous performance with the City. NCS Engineers received the highest ranking and was asked to provide the accompanying scope-of-work and fee.

The project will include an evaluation of existing treatment systems operations, evaluation of existing data, analysis of water quality, recommendations for process improvements, and recommendations for future treatment processes.

The scope-of-work includes:

1. Project Management
2. Water Quality Data Review

3. Develop Treatment Options
4. Assess Existing Treatment Systems
5. Develop Overall Wellhead Treatment Strategies
6. Prepare 10-Year Infrastructure Plan

The project schedule is five months (approximately January 14 through June 14, 2013)

BUDGETARY IMPACT:

Funding for this study is available in the Water Quality Operating Budget (Other Professional Services), line 501-9115-00-6180.

RECOMMENDATION:

Staff is recommending that the City Council approve this PSA with NCS Engineers, to perform a Wellhead Treatment Study in an amount not-to-exceed \$130,832, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

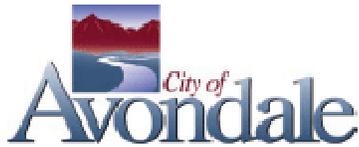
Click to download

[PSA NCS Engineers](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLINK ON THE LINK BELOW TO VIEW THE DOCUMENT

<http://www.avondale.org/DocumentCenter/View/31367>



CITY COUNCIL REPORT

SUBJECT:

First Amendment to Construction Contract - Talis Construction Corporation

MEETING DATE:

January 7, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve the First Amendment to the Construction Contract with Talis Construction Corporation for the Western Avenue Waterline and Drainage Improvements project, authorize the transfer of \$99,399.34 from CIP Street Fund Line Item 304-1020-00-8420 to CIP Street Fund Line Item 304-1293-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On April 2, 2012, Council approved a construction contract with Talis Construction Corporation (Talis) to construct waterline and storm drain improvements on Western Avenue from Dysart to 5th Street. This project was cost shared with the Flood Control District of Maricopa County.

DISCUSSION:

During construction; it was found that Western Avenue had an 8-inch thick layer of concrete pavement buried beneath the asphalt pavement. This condition was not known by City staff at the time the project was bid and therefore, was not included in the City's solicitation. The concrete pavement layer had to be removed which caused slower trenching operations than anticipated.

A tripping hazard along the frontage of the library was brought to staff's attention during the construction activities. Staff researched and found a solution to the hazard. Staff negotiated with Talis to purchase and install a fiber mesh grate system over the hazard. The material cost was the majority of the change cost and was found to be acceptable by staff. Due to the safety hazard and the fact that Talis was already on site and their labor costs were reasonable, it was determined that it was in the City's best interest to have Talis install the grate system.

In addition, there was a conflict with a SouthWest Gas (SWG) utility drop which the City's contractor corrected in order to stay on schedule. The City was later reimbursed the \$25,067.58 associated with this work.

BUDGETARY IMPACT:

Staff negotiated with Talis on the change order conditions for each item. Change Order No. 1 is in the amount \$128,775.42. The total revised contract amount is \$869,130.17.

Funding for Change Order No. 1 in the amount of \$99,399.34 is available in CIP Street Fund Line Item 304-1020-00-8420 and is proposed to be transferred to CIP Street Fund Line Item 304-1293-00-8420, Western Avenue. Funding in the amount of \$29,376.08 is available in Parks, Recreation and Libraries Line Item 101-5420-00-6730.

RECOMMENDATION:

Staff recommends that City Council approve the First Amendment to the Construction Contract with Talis Construction Corporation for the Western Avenue Waterline and Drainage Improvements project, authorize the transfer of \$99,399.34 from CIP Street Fund Line Item 304-1020-00-8420 to CIP Street Fund Line Item 304-1293-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[First Amendment](#)

[Vicinity Map](#)

**FIRST AMENDMENT
TO
CONTRACT NO. 13477C
BETWEEN
THE CITY OF AVONDALE
AND
TALIS CONSTRUCTION CORPORATION**

THIS FIRST AMENDMENT TO CONTRACT NO. 13477C (this "First Amendment") is made as of January 7, 2013, between the City of Avondale, an Arizona municipal corporation (the "City") and Talis Construction Corporation, an Arizona corporation (the "Contractor").

RECITALS

A. The City issued Invitation for Bid EN 12-048 (the "IFB") seeking bids from contractors to install a catch basin storm drain system along Western Avenue from 5th Street to Dysart Road (the "Services"). The Contractor responded to the IFB and the City and Contractor entered into Contract No. 13477C, dated April 2, 2012, for the provision of the Services (the "Contract"), a true and correct copy of which is on file with the City Engineer. All of the capitalized terms not otherwise defined in this First Amendment have the same respective meanings as defined in the Contract.

B. The City has determined that additional Services by the Contractor were necessary.

C. The City and the Contractor desire to enter into this First Amendment to provide for an increase in the Contract amount to compensate the Contractor for the additional 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 to amend the Contract as follows:

1. Compensation. The Contractor's total compensation under the Contract shall be increased by no more than \$128,775.42, from \$740,354.75 to \$869,130.17 for the additional Services as set forth in the Change Order, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Effect of Amendment. In all other respects, the Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this

First Amendment, under any of the terms or conditions of the Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Contract may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year 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 January ____, 2013, 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]

EXHIBIT 1
TO
FIRST AMENDMENT
TO
CONTRACT NO. 13477C
BETWEEN
THE CITY OF AVONDALE
AND
TALIS CONSTRUCTION CORPORATION

[Change Order]

See following page.

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE ENGINEERING DEPARTMENT

Project Name: Western Ave Waterline and Storm Drain Improvements
City Project No.: ST1293
Design Engineer: City of Avondale

CHANGE ORDER NO.: 1 **Date:** December 8, 2012
Change Order Request No.: N/A **Date:** N/A

CONTRACTOR: Talis Construction Corp.

Original Contract Start Date: April 16, 2012
Original Contract Completion Date: June 21, 2012
Revised Contract Completion Date: August 16, 2012

CHANGE ORDER DESCRIPTION: Several items arose during construction that was not included in the original bid. These items include existing concrete pavement, safety grates at the library and other unknown field issues. Also, a Southwest Gas repair caused a sump in the storm drain that had to be repaired. Total change order is not to exceed \$128,775.42

REASON FOR CHANGE ORDER: Field conditions.

CONTRACT AMOUNT

Original Contract: \$ 740,354.75
Previous C.O.'s: \$ 0.00
This Change Order: \$ 128,775.42
Total All C.O.'s: \$ 128,775.42
Revised Contract: \$ 869,130.17

CONTRACT TIME

Original Contract: 66 days
Previous C.O.'s: 0 days
This Change Order: 60 days
Total All C.O.'s: 126 days
Revised Contract: 126 days

IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.

CONTRACTOR:

Talis Construction Corp.

By:  12/05/12
(sign) (date)

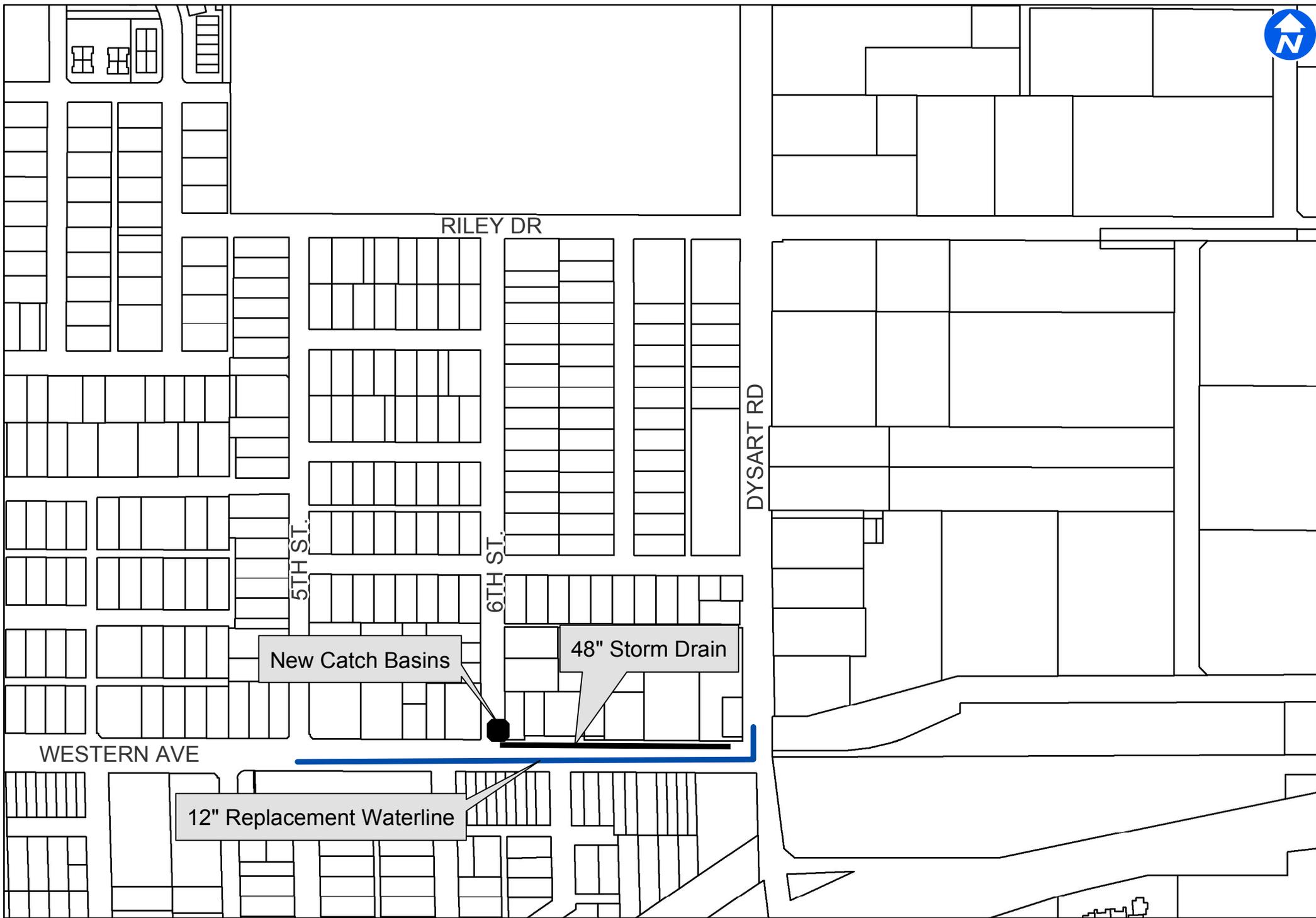
Project Manager

Title

CITY OF AVONDALE:

By: Charles P. McClendon, City Manager (date)

Attest: Carmen Martinez, City Clerk (date)



New Catch Basins

48" Storm Drain

12" Replacement Waterline

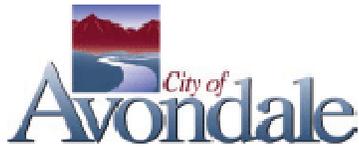
RILEY DR

5TH ST.

6TH ST.

DYSART RD

WESTERN AVE



CITY COUNCIL REPORT

SUBJECT:
Second Amendment to Customer Agreement -
Angel.com, Inc., for IVR Call Services

MEETING DATE:
January 7, 2013

TO: Mayor and Council
FROM: Rob Lloyd, CIO/IT Director (623) 333-5011
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the Mayor and City Council approve a second amendment to the customer agreement with Angel.com, Inc., of Tysons Corner, Virginia, to provide additional call handling capacity to support sanitation service reminder calls and higher assistance registration call loads.

BACKGROUND:

In December 2011, the City awarded contract 13447c to Angel.com, Inc., to build and support two interactive voice response (IVR) solutions. The Utilities Disconnect Notification solution calls delinquent utilities customers the day before their service is to be disconnected and provides them with payment options. The Assistance Registration solution handles inbound calls from families seeking help paying for basic needs.

The City spent \$6,000 to build the solutions with Angel.com and currently pays \$7,800 per year for 2,500 minutes of call time per month to maintain the services. The total amount proposed by Angel.com was 91% less than the proposal from the second vendor. The solutions were built and tested in less than 90 days.

Results of the IVR solutions have been positive. The Finance and Public Works departments report utilities disconnections dropped by between 55% and 70% per month. This saves workload in Public Works from fewer disconnect visits by staff, it improves cash collections, and it reduces the number of bad accounts. Similarly, the Neighborhood and Family Services Department is now able to manage assistance registration calls more effectively. The City can demonstrate the fairness of the assistance process using a first-in-first-out process supported by call data, incoming call loads are handled automatically, and staff can focus on citizen contacts.

DISCUSSION:

The City's IVR solutions have been successful and grew faster than anticipated when originally procured. As a result, staff seeks Council approval for increasing contract with Angel.com. Two requirements drive this request:

1. Assistance registration call loads were double projections when summer utilities bills hit households in 2012. Overage charges will total just over \$5,000 for the year.
2. The Public Works Sanitation Division has an initiative with the goal of notifying customers about pick-up schedules during holiday weeks. This is a customer outreach effort and will save costs associated with re-running routes.

The Finance and Public Works departments ran a pilot of the Sanitation Notification solution over the Thanksgiving holiday. Response from citizens and customers was very positive. Public Works wishes to continue the service to customers.

The increased cost for high Assistance Registration call time will offset overage charges currently incurred by the City, with savings of at least \$700 per year expected. Likewise, staff projects the Sanitation Notification solution will yield cost avoidances in personnel and fuel costs related to re-running routes to neighborhoods that placed garbage out on incorrect days.

BUDGETARY IMPACT:

Additional call time covering Assistance Registration requirements will cost \$3,600 more for the contract year. Holiday sanitation pickup notifications to up to 25,000 households six times a year will cost \$9,045 for the contract year. This second amendment would thus result in a \$12,645 total increase in the annual cost of services from Angel.com.

This amendment includes the first renewal period included in the contract. Three one-year renewal options will remain.

Public Works identified funding for the Sanitation Notification portion of the costs in program 520-6800. The Neighborhood and Family Services, Finance, and IT departments will identify funding for the cost of the Assistance Registration call time increase pending review of grant options.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve the second amendment to the customer agreement with Angel.com, Inc., renewing the agreement and providing additional call handling capacity to support sanitation reminder calls and higher assistance registration call loads for a total maximum aggregate amount of \$50,580 over four years and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Second Amendment to Angel Customer Agreement](#)

**SECOND AMENDMENT
TO
ANGEL CUSTOMER AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ANGEL.COM INCORPORATED**

THIS SECOND AMENDMENT TO ANGEL CUSTOMER AGREEMENT (this “Second Amendment”) is entered into as of January 7, 2013, between the City of Avondale, an Arizona municipal corporation, (the “Customer”) and Angel.com Incorporated, a Delaware corporation (the “Angel”).

RECITALS

A. The Customer and Angel entered into the Angel Customer Agreement No. 13447c dated January 9, 2012, as amended by that certain First Amendment, dated June 27, 2012 (collectively, the “Agreement”) for the Consultant to configure and implement an interactive voice response system for the City’s Neighborhood and Family Services Department and Utility Billing section of the Finance and Budget Department.

B. The Customer has determined that additional call handling capacity for the interactive voice response system is necessary to support the increased demand for sanitation reminder calls and assistance registration.

C. The Customer and Angel desire to enter into this Second Amendment to (i) extend the term of the Agreement, (ii) modify the Scope of the Agreement to include the Additional Services as hereinafter defined and (iii) increase the Angel’s compensation as consideration for the Additional 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 Customer and the Angel hereby agree as follows:

1. Section 1.3 is hereby deleted in its entirety and replaced with the following:

1.3 Customer may retain Angel to configure and/or set up the ASP Service, as set forth in a Statement of Work each of which will be attached as Schedule B and Schedule B-1, and to provide additional interactive voice response system and corresponding setup services (the “Additional Services”) as more particularly set forth in the Services Orders attached as Addendum No. A-091200005257 and Addendum No. A-111200005590 to the Agreement and incorporated herein by reference.

2. Section 2.1 is hereby deleted in its entirety and replaced with the following:

2.1 For the Renewal Term, the Customer shall pay Angel an annual aggregate amount not to exceed \$20,445.00 for the Additional Services at the rates as set forth in Schedule A, and the Service Orders attached as Addendum No. A-091200005257 and Addendum No. A-111200005590 to this Agreement and incorporated herein by reference. Thereafter, for each subsequent Renewal Term, if any, the Customer shall pay Angel an annual aggregate amount not to exceed \$20,445.00 for the Additional Services at the unit rates as set forth in the applicable Schedule A, Addendum No. A-091200005257 and Addendum No. A-111200005590. The maximum aggregate amount for the Agreement shall not exceed \$103,780.00.

3. Section 3.1 is hereby deleted in its entirety and replaced with the following:

3.1 The term of the Agreement is hereby extended and shall remain in full force and effect until January 31, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement (the "Renewal Term"). After expiration of the Renewal Term, the Agreement may be renewed up to three successive one-year terms (each, a "Renewal Term") if (i) it is deemed to be in the best interest of the Customer, subject to the availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, Angel requests, in writing, to extend the Agreement for an additional one-year term and (iii) the Customer approves the additional one-year term in writing (including any price adjustments approved as part of the Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the Customer for any reason. Angel's failure to seek a renewal of the Agreement shall cause the Agreement to terminate at the end of the then-current term of the Agreement; provided, however, that the Customer may, at its discretion and with the agreement of Angel, elect to waive this requirement and renew the Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of the Agreement shall remain in full force and effect.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Second Amendment, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

[SIGNATURES ON FOLLOWING PAGES]

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

“Customer”

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 _____, 2013,
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)

ADDENDUM NO. A-111200005590
TO
ANGEL CUSTOMER AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ANGEL.COM INCORPORATED

[Service Order]

See following page.



Angel.com Incorporated
 1850 Towers Crescent Plaza
 Tysons Corner, VA 22182

Addendum # A-111200005590

Bill To	City of Avondale
	Avondale AZ

Date Expires	11/9/2012
Date Created	12/5/2012

Account Executive	Customer Contact	Phone	E-mail
Denny Metzger	Rob Lloyd	6233335011	rllloyd@avondale.org

Subscription Term	Payment Term
One Time Fee	Net 30

Services Order	Price
<p>Angel Cloud CEM Services</p> <p>The Angel Customer Experience Service includes access to Site Builder, Angel's proprietary CX platform for building, deploying and managing IVR and contact center solutions. The service also provides access to additional services such as Outbound IVR and mobile applications as set forth in this Services Order.</p> <p>Local Usage Rate <u>0.0603</u> per minute</p> <p>Toll-Free Usage Rate <u>0.1700</u> per minute</p> <p>Local Committed Minutes <u>150,000</u> Per <u>Not Applicable</u></p> <p>Toll-Free Committed Minutes <u>0</u> Per <u>Not Applicable</u></p> <p>Local Overage Rate <u>\$0.0703</u> Per <u>minute</u></p> <p>Toll-Free Overage Rate <u>\$0.1900</u> Per <u>minute</u></p>	\$9,045
<p>Caller First AnalyticsSM</p> <p>Drill-down Business Intelligence reporting on voice application performance, call data, Voice User Interface elements, and more. CFA offers a series of pre-defined and highly-configurable reports across 4 main categories of reports which facilitates better business decisions on the most prevalent business/customer touch points.</p> <p align="center">-Not Selected-</p>	\$0
<p>Call Storage</p> <p>Call storage allows Angel's customers to store phone calls that flow through the platform for quality assurance, security, legal requirements & compliance. Call storage is a highly customizable & configurable feature - Calls can be recorded from end to end, or only the portion of the call involving the IVR or only the portion after transfer from IVR to a human agent are recorded.</p> <p>Call Storage: <u>0</u> minutes per payment term</p>	\$0
<p>Angel Support Services</p> <p>Angel's world-class customer support engineers are true experts in the Angel product line and key related technologies. With a fully staffed support team in multiple sites around the world, Angel Support Services has the infrastructure to provide around the clock technical support for your mission-critical voice applications to ensure your success with Angel solutions. Click here for detailed information on Angel's Support plans:</p> <p>Support Level: <u>Self Service</u></p>	\$0
<i>Net 30 Payment</i>	\$9,045

ADDENDUM NO. A-091200005257
TO
ANGEL CUSTOMER AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ANGEL.COM INCORPORATED

[Service Order]

See following page.



Angel.com Incorporated
 1850 Towers Crescent Plaza
 Tysons Corner, VA 22182

Addendum # A-091200005257

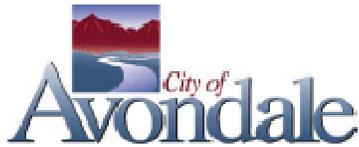
Bill To	City of Avondale
	Avondale AZ

Date Expires	10/6/2012
Date Created	12/5/2012

Account Executive	Customer Contact	Phone	E-mail
Denny Metzger	Rob Lloyd	6233335011	rllloyd@avondale.org

Subscription Term	Payment Term
1 Year	Monthly

Services Order	Price
<p>Angel Cloud CEM Services</p> <p>The Angel Customer Experience Service includes access to Site Builder, Angel's proprietary CX platform for building, deploying and managing IVR and contact center solutions. The service also provides access to additional services such as Outbound IVR and mobile applications as set forth in this Services Order.</p> <p>Local Usage Rate <u>0.1334</u> per minute</p> <p>Toll-Free Usage Rate <u>0.1700</u> per minute</p> <p>Local Committed Minutes <u>6,000</u> Per <u>Month</u></p> <p>Toll-Free Committed Minutes _____ Per <u>Month</u></p> <p>Local Overage Rate <u>\$0.1434</u> Per <u>minute</u></p> <p>Toll-Free Overage Rate <u>\$0.1900</u> Per <u>minute</u></p>	\$800
<p>Caller First AnalyticsSM</p> <p>Drill-down Business Intelligence reporting on voice application performance, call data, Voice User Interface elements, and more. CFA offers a series of pre-defined and highly-configurable reports across 4 main categories of reports which facilitates better business decisions on the most prevalent business/customer touch points.</p> <p align="center">-Not Selected-</p>	\$0
<p>Call Storage</p> <p>Call storage allows Angel's customers to store phone calls that flow through the platform for quality assurance, security, legal requirements & compliance. Call storage is a highly customizable & configurable feature - Calls can be recorded from end to end, or only the portion of the call involving the IVR or only the portion after transfer from IVR to a human agent are recorded.</p> <p>Call Storage: <u>0</u> minutes per payment term</p>	\$0
<p>Angel Support Services</p> <p>Angel's world-class customer support engineers are true experts in the Angel product line and key related technologies. With a fully staffed support team in multiple sites around the world, Angel Support Services has the infrastructure to provide around the clock technical support for your mission-critical voice applications to ensure your success with Angel solutions. Click here for detailed information on Angel's Support plans:</p> <p>Support Level: <u>Premium</u></p>	\$150
<i>Monthly Payment</i>	\$950



CITY COUNCIL REPORT

SUBJECT:

Resolution 3087-113 - Adoption of Council Goals
FY 2013-2014

MEETING DATE:

January 7, 2013

TO: Mayor and Council

FROM: Pier Simeri, Community Relations Director (623) 333-1611

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution establishing Council goals for fiscal year 2013-2014.

BACKGROUND:

The Avondale City Council held its goal setting retreat on Monday, December 10, 2012 at the Avondale City Hall. The retreat was attended by the Mayor and City Council members, the City Manager, staff from the City Manager's Office and Department Directors.

The purpose of the retreat was to review the City's current financial condition and formulate Council's operational goals for the upcoming 2013-2014 fiscal year. City Manager Charles McClendon presented a review of department accomplishments to date on the goals adopted a year ago and Finance Director Kevin Artz provided a presentation of the current financial picture and a forecast for next year. The Community Relations director also provided Council with a summary of the results from the 2012 Resident Satisfaction Survey. The Council then discussed its priority goals for the upcoming year.

DISCUSSION:

The primary purpose for establishing these goals was to give staff direction in preparing the budget and departmental work plans for the next fiscal year. As such, it is anticipated that the final budget presented to Council for fiscal year 2013-2014 will allocate resources necessary to accomplish these goals. The Mayor and City Council developed the following goals for the 2013-2014 fiscal year:

GOAL: COMMUNITY DEVELOPMENT/ECONOMIC DEVELOPMENT

- Continue work in the areas of emphasis identified at previous council visioning retreats, focusing on the following: Medical-related businesses and offices, Technology-based businesses, Youth/amateur sports.
- Market/brand Avondale's unique characteristics and define "who we are" as a City
- Ensure that the economic development and community development plans keep Historic Avondale in its focus
- Enhance coordination between the Economic Development, Neighborhood & Family Services and Development Services departments.

GOAL: COMMUNITY INVOLVEMENT

- Take steps to implement a comprehensive strategy to enhance Avondale's brand and positive characteristics and raise the city's profile with regard to all that it has to offer to residents,

businesses and visitors.

GOAL: STAFF RETENTION

- Provide a wage increase for employees while taking a prudent and fiscally-sound approach to addressing salaries and benefits
- Conduct salary comparison studies of Police Personnel to ensure that Avondale is competitive
- Continue no-cost employee morale boosting activities

GOAL: ENVIRONMENTAL LEADERSHIP

- Research possibilities for urban agriculture in the city
- Study “green” alternatives for our fleet vehicles, with emphasis on electric vehicles and charging stations

GOAL: FINANCIAL STABILITY

- Continue to closely follow policies to ensure financial stability
- Continue to provide monitor revenue and spending trends

GOAL: TRANSPORTATION MANAGEMENT

- Explore partnerships with other agencies in providing shared and cost-effective transit programs and opportunities for the
- Continue to seek funding for capital costs of constructing the Regional Transit Center at Avondale City Center
- Conduct a preliminary study on the feasibility for a bridge across Thomas Road to determine the costs and benefits and to gauge public opinion

GOAL: QUALITY OF LIFE

- Provide activities for all age groups, including those that youth and adults can participate in together
- Continue to provide special events to bring the community together
- Keep parks improvements on schedule, exploring options for special amenities in activity areas
- Develop a strategy for cleaning up and maintaining the Tres Rios area while working with multi-jurisdictional agencies
- Start working on a plan as it pertains to the river/riparian amenities in Avondale

GOAL: PUBLIC SAFETY

- Continue crime reduction efforts, particularly in the area of domestic violence
- Implement a plan for opening Fire Station 174 by the Fall of 2014
- Ensure that Police and Fire have the necessary equipment and technology for public safety

BUDGETARY IMPACT:

It is anticipated that the final budget presented to Council for fiscal year 2013-2014 will allocate resources necessary to accomplish the above-mentioned goals.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution establishing Council goals for fiscal year 2013-2014.

ATTACHMENTS:

Click to download

[Resolution 3087-113](#)

RESOLUTION NO. 3087-113

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ESTABLISHING PRIORITY GOALS FOR FISCAL YEAR 2013-2014.

WHEREAS, on December 7, 2012, the Council of the City of Avondale (the “City Council”) held a goal setting retreat (the “Retreat”) with the City of Avondale staff; and

WHEREAS, the City Council established priority goals for its fiscal year 2013-2014 budget at the Retreat.

NOW, THEREFORE, BE IT RESOLVED 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 City Council’s priority goals are hereby adopted for fiscal year 2013-2014 in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 7, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3087-113

[Council Goals]

See following pages.

CITY COUNCIL GOALS FOR FISCAL YEAR 2013-2014

GOAL: COMMUNITY DEVELOPMENT/ECONOMIC DEVELOPMENT

- Continue work in the areas of emphasis identified at previous Council visioning retreats, focusing on the following: Medical-related businesses and offices; Technology-based businesses; Youth/amateur sports.
- Market/brand Avondale's unique characteristics and define "who we are" as a City.
- Ensure that the economic development and community development plans keep Historic Avondale in its focus.
- Enhance coordination between the Economic Development, Neighborhood & Family Services and Development Services departments.

GOAL: COMMUNITY INVOLVEMENT

Take steps to implement a comprehensive strategy to enhance Avondale's brand and positive characteristics and raise the City's profile with regard to all that it has to offer to residents, businesses and visitors.

GOAL: STAFF RETENTION

- Provide a wage increase for employees while taking a prudent and fiscally-sound approach to addressing salaries and benefits.
- Conduct salary comparison studies of Police Department personnel to ensure that Avondale is competitive.
- Continue no-cost employee morale boosting activities.

GOAL: ENVIRONMENTAL LEADERSHIP

- Research possibilities for urban agriculture in Avondale.
- Study "green" alternatives for our fleet vehicles, with emphasis on electric vehicles and charging stations.

GOAL: FINANCIAL STABILITY

- Continue to closely follow policies to ensure financial stability.
- Continue to provide monitor revenue and spending trends.

GOAL: TRANSPORTATION MANAGEMENT

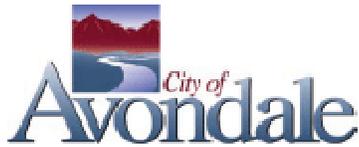
- Explore partnerships with other agencies in providing shared and cost-effective transit programs and opportunities for the community.
- Continue to seek funding for capital costs of constructing the Regional Transit Center at Avondale City Center.
- Conduct a preliminary study on the feasibility for a bridge across Thomas Road to determine the costs and benefits and to gauge public opinion.

GOAL: QUALITY OF LIFE

- Provide activities for all age groups, including those that youth and adults can participate in together.
- Continue to provide special events to bring the community together.
- Keep parks improvements on schedule, exploring options for special amenities in activity areas.
- Develop a strategy for cleaning up and maintaining the Tres Rios area while working with multi-jurisdictional agencies.
- Start working on a plan as it pertains to the river/riparian amenities in Avondale.

GOAL: PUBLIC SAFETY

- Continue crime reduction efforts, particularly in the area of domestic violence.
- Implement a plan for opening Fire Station 174 by the Fall of 2014.
- Ensure that Police Department and Fire Department have the necessary equipment and technology for public safety.



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1507-113 - Repealing Ordinance 1196-906 and Accepting Dedication of a Waterline Easement for Coldwater Apartments

MEETING DATE:

January 7, 2013

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 repealing Ordinance 1196-906 and accepting the dedication of a waterline easement for the Coldwater Apartments southeast of Van Buren Street and Fairway Drive and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On September 18, 2006, Council accepted the dedication of two (2) waterline easements for the Coldwater Apartments. Laura Short P.C., the attorney for the new owner of the apartments contacted the City and requested the easements be corrected because they were not dedicated by a valid owner.

DISCUSSION:

Staff confirmed the incorrect easements and also discovered that one (1) of the easements did not include all of the main pipeline serving the property. These approximately 22 foot by 25 foot and 20 foot by 60 rectangular easements are located southeast of the intersection of and along Van Buren Street and Fairway Drive. The easement along Fairway Drive has been revised into a 12 foot wide, 45 foot by 52 foot, roughly "Z" shaped area to allow for the use and maintenance of the constructed pipeline location, water meters and appurtenances.

BUDGETARY IMPACT:

The correction of the two (2) waterline easements will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends the City Council adopt an ordinance repealing Ordinance 1196-906 and accepting the dedication of a waterline easement for the Coldwater Apartments and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:

Click to download

[Ordinance 1507-113](#)

[Vicinity Map](#)

ORDINANCE NO. 1507-113

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, REPEALING ORDINANCE 1196-906 AND ACCEPTING THE DEDICATION OF A WATERLINE EASEMENT FROM BAZV COLDWATER SPRINGS, LLC.

WHEREAS, the Council of the City of Avondale (the “City Council”) adopted Ordinance No. 1196-906 on September 18, 2006, accepting the dedication of real property for use as a waterline easement from Fore Coldwater, LLC (the “Original Ordinance”); and

WHEREAS, the legal description included in the Original Ordinance did not accurately describe and depict the real property being dedicated; and

WHEREAS, the waterline easement was granted by a party not authorized to convey the easement to the City of Avondale (the “City”); and

WHEREAS, the City Council desires to correct the errors in the Original Ordinance by repealing the Original Ordinance and accepting a dedication of a waterline easement with the correct legal description and the correct owner.

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. Ordinance No. 1196-906 is hereby repealed.

SECTION 3. A waterline easement over \pm 0.012 acres of real property, being a portion of Maricopa County Assessor’s Parcel No. 500-29-017A, generally located east of Fairway Drive and south of Van Buren Street, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City from BAZV Coldwater Springs, LLC, a Delaware limited liability company.

SECTION 4. A waterline easement over \pm 0.025 acres of real property, being a portion of Maricopa County Assessor’s Parcel No. 500-29-017A, generally located east of Fairway Drive and south of Van Buren Street, as more particularly described and depicted in Exhibit B, attached hereto and incorporated herein by reference, is hereby accepted by the City from BAZV Coldwater Springs, LLC, a Delaware limited liability company.

SECTION 5. 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.

SECTION 6. 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, January 7, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1507-113

[Legal Description and Map of Waterline Easement]

See following pages.

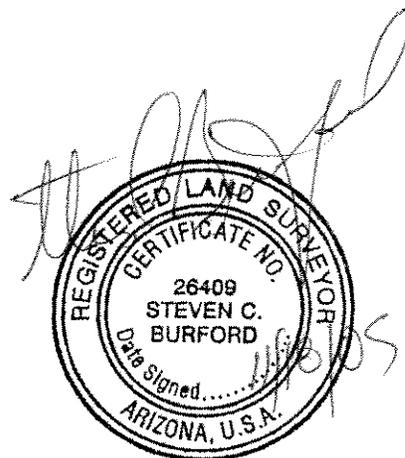


November 18, 2005
Rick No. 3358
LPB

WATERLINE EASEMENT

A portion of Parcel 10, COLDWATER SPRINGS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 514 of Maps, Page 17 and being in the Northwest quarter of Section 12, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel 10, being in the South line of Van Buren Street (65.00 feet right-of-way South of centerline);
THENCE North 89 degrees 34 minutes 19 seconds East, along the North line of said Parcel and the said South line of Van Buren Street, a distance of 22.06 feet;
THENCE South 00 degrees 00 minutes 00 seconds West, 24.64 feet;
THENCE North 90 degrees 00 minutes 00 seconds West, 21.88 feet;
THENCE North 00 degrees 25 minutes 10 seconds West, along the East line of said Parcel 10, a distance of 24.48 feet to the POINT OF BEGINNING, as shown on Exhibit "A" attached herewith as page 2 of 2. Subject parcel comprising 540 square feet, more or less, and subject to all easements of record.



N.W. COR. SEC. 12
T-1-N, R-1-W
FD. C.O.A. B.C.
IN H.H.

N89°34'19"E 928.05'

VAN BUREN STREET

65'
R/W

S00°25'41"E
65.00'

P.O.B.

N89°34'19"E
22.06'

N00°25'10"W
24.48'

S00°00'00"E
24.64'

N90°00'00"W
21.88'

40' DRAINAGE EASEMENT
PER BK. 514, PG. 17.

8' P.U.E. PER
BK. 514, PG. 17.

PARCEL 9

PARCEL 10



SCALE 1" = 50'

EXHIBIT "A"

PAGE 2 OF 2

EXHIBIT B
TO
ORDINANCE NO. 1507-113

[Legal Description and Map of Waterline Easement]

See following pages.

Waterline Easement
Coldwater Apartments
Part of APN 500-29-017A

Legal Description

A portion of Parcel 10, Coldwater Springs, according to Book 514, Page 17, official records of Maricopa County, located in the Northwest quarter of Section 12, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing from the MCHD brass disc in a hand hole marking the northwest corner of said Section 12, from which the west quarter corner thereof, monumented by a City of Avondale flush brass disc, bears South 0 degrees 07 minutes 17 seconds East, 2557.77 feet distant;

Thence South 0 degrees 07 minutes 17 seconds East along the west line of said Section 12, also being the monument line of Fairway Drive, for a distance of 945.37 feet;

Thence North 89 degrees 52 minutes 43 seconds East a distance of 26.50 feet to a point on the east right-of-way line of Fairway drive also being the westerly most line of said Parcel 10, from whence the northwest corner thereof bears North 0 degrees 7 minutes 17 seconds West, 291.01 feet distant;

Thence departing from said line North 89 degrees 52 minutes 43 seconds East a distance of 13.50 feet to the True Point of Beginning;

Thence North 89 degrees 52 minutes 43 seconds East a distance of 37.00 feet;

Thence South 0 degrees 07 minutes 17 seconds East a distance of 33.00 feet;

Thence North 89 degrees 52 minutes 43 seconds East a distance of 8.00 feet;

Thence South 0 degrees 07 minutes 17 seconds East a distance of 19.50 feet;

Thence South 89 degrees 52 minutes 43 seconds West a distance of 20.00 feet;

Thence North 0 degrees 07 minutes 17 seconds West a distance of 40.50 feet;

Thence South 89 degrees 52 minutes 43 seconds West a distance of 25.00;

Thence North 0 degrees 07 minutes 17 seconds West a distance of 12.00 feet to the True Point of Beginning;

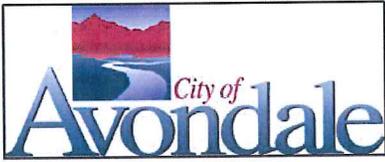
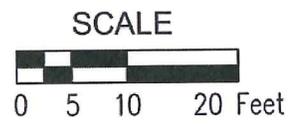
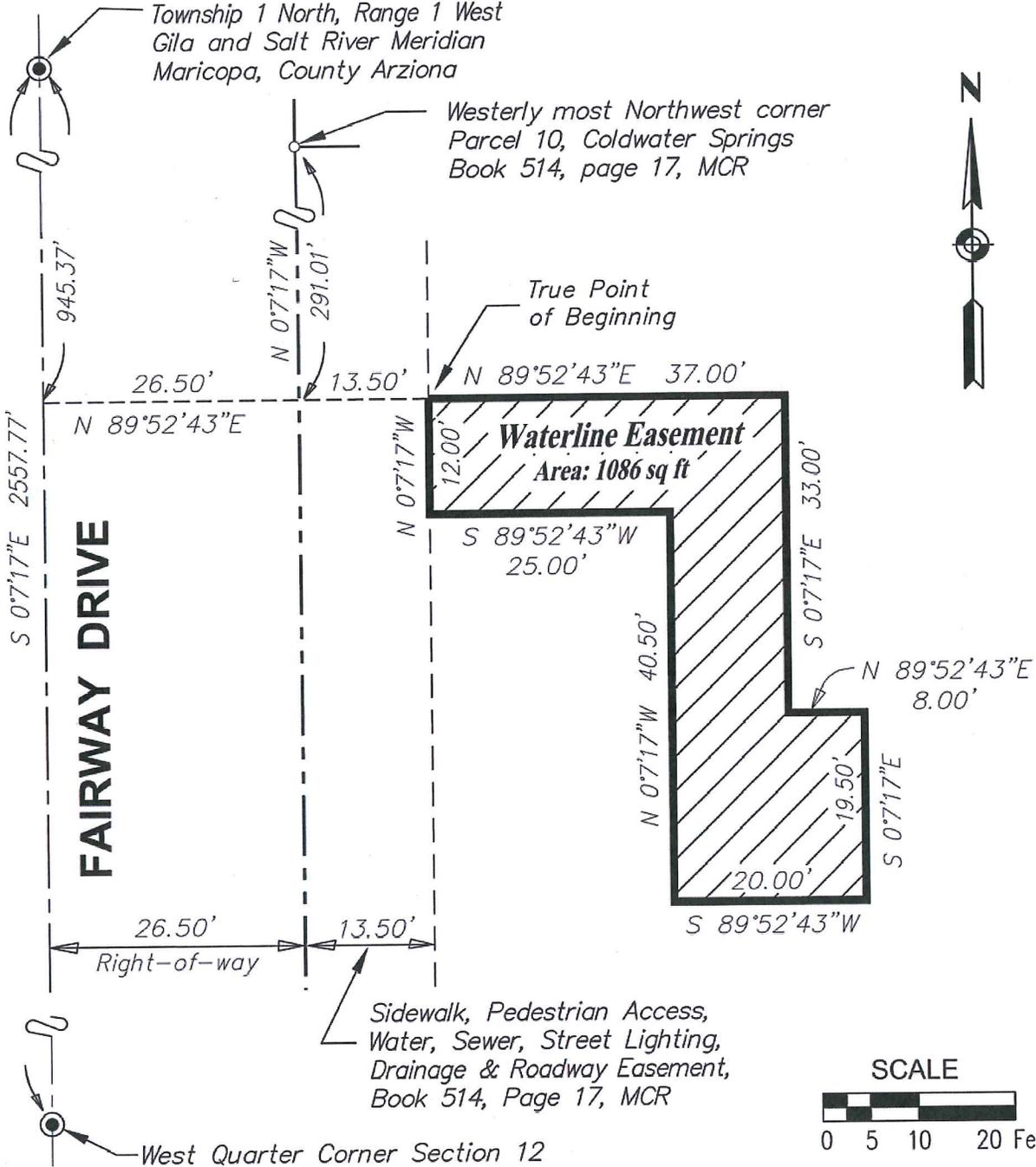
Said easement contains an area of 1086 square feet, more or less.



EXPIRES: June 30, 2013

Northwest corner Section 12
Township 1 North, Range 1 West
Gila and Salt River Meridian
Maricopa, County Arizona

Westerly most Northwest corner
Parcel 10, Coldwater Springs
Book 514, page 17, MCR



ENGINEERING
DEPARTMENT



EXPIRES: June 30, 2013

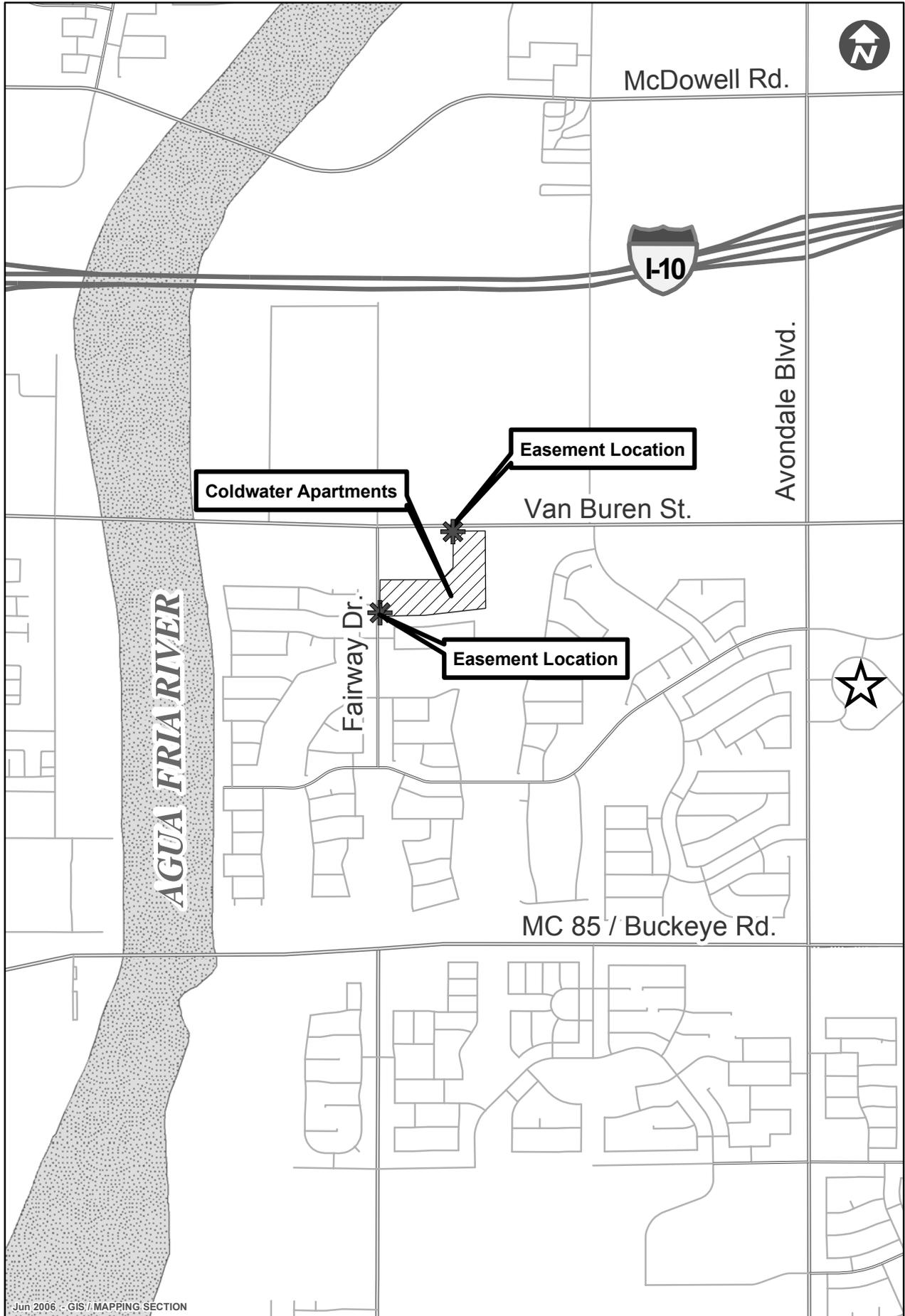
EXHIBIT MAP
WATERLINE EASEMENT
AT COLDWATER APARTMENTS
Part APN 500-29-17A
Parcel 10, Coldwater Springs,
Book 514 Page 17, MCR

DATE: 11-27-2012
DSN: _____
DRN: LS
CHK: CH

PROJECT NAME
Coldwater Apartments
waterline easement

PAGE: 2 of 2

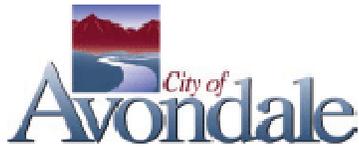
VICINITY MAP



Jun 2006 - GIS / MAPPING SECTION

CITY OF AVONDALE

Van Buren St. & Fairway Dr. Water Easement Location



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1508-113 - Granting an Easement to SRP along McDowell Road east of Avondale Boulevard to 107th Avenue

MEETING DATE:

January 7, 2013

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 granting a power transmission easement to Salt River Project (SRP) along McDowell Road east of Avondale Boulevard to 107th Avenue, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

DISCUSSION:

SRP moved their 69kV power pole line in 1997 to the north edge of the new right-of-way of McDowell Road. The original easement was not vacated nor was a new easement created when SRP moved the transmission line. The City will be installing fiber optic conduit in the location of the original power line easement on McDowell Road, from 99th Avenue to Avondale Boulevard. SRP has agreed to abandon the old easement when the City grants a new easement to them.

This ordinance will grant a power distribution easement to SRP for the 69kV power transmission line on the north side of McDowell Road. The new easement is a 10 foot wide strip from 847 feet east of Avondale Boulevard to 107th Avenue.

BUDGETARY IMPACT:

The granting of the power transmission easement to SRP along north side McDowell Road east of Avondale Boulevard to 107th Avenue will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends the City Council adopt an ordinance granting a power transmission easement to Salt River Project (SRP) along McDowell Road east of Avondale Boulevard to 107th Avenue, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:

Click to download

[Ordinance 1508-113](#)

[Vicinity Map](#)

ORDINANCE NO. 1508-113

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, GRANTING AN EASEMENT TO SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

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

SECTION 1. An easement is hereby granted to Salt River Project Agricultural Improvement and Power District substantially in the form attached hereto as Exhibit A and incorporated herein by reference, through, over, under and across certain real property, generally located along the north side of McDowell Road, east of Avondale Boulevard to 107th Avenue.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 7, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1508-113

[Power Transmission Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB360
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER TRANSMISSION EASEMENT

Maricopa County
S1/2 Sec 31, T 2 N, R 1 E

R/W # 452D Agt. MXW
Job # LJ51417 & XA3-3278

**CITY OF AVONDALE,
An Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees, and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith, and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use lands adjacent to said easement during temporary periods of construction and maintenance. Grantee is hereby authorized to permit other utility companies to use the Easement Parcel jointly with Grantee for their utility purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the South half of Section 31, Township 2 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

The North ten (10) feet of the South sixty-five (65) feet of the South half of above said Section 31, EXCEPT the Westerly eight hundred forty-seven (847) feet thereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes Section 40-360.41, et seq.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed, any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the limits of the Easement Parcel and its associated airspace; provided, however, that Grantor may, with the prior written consent and in the sole discretion of Grantee, use (or permit third party use of) the Easement Parcel for such purposes as landscaping, parks, golf courses, storm water retention basins, trail and bike paths, perpendicular road and driveway crossings, vehicle parking, underground pipeline perpendicular crossings, and perpendicular public utilities crossings. Any proposed or existing uses shall be submitted to Grantee for approval in each instance in Grantee's sole discretion. Any Grantee approval shall be documented in writing and shall be contingent upon such uses complying with Grantee's clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law (including OSHA), and all other applicable rules, codes or regulations. Unless agreed to in writing in each instance, the entirety of the Easement Parcel shall be drivable by Grantee's line maintenance vehicles. Any below-ground facilities located within the Easement Parcel must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. Under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences within the Easement Parcel. Grantor shall, at its expense, provide Grantee openings, at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Parcel. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the

convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a year subsequent to such abandonment.

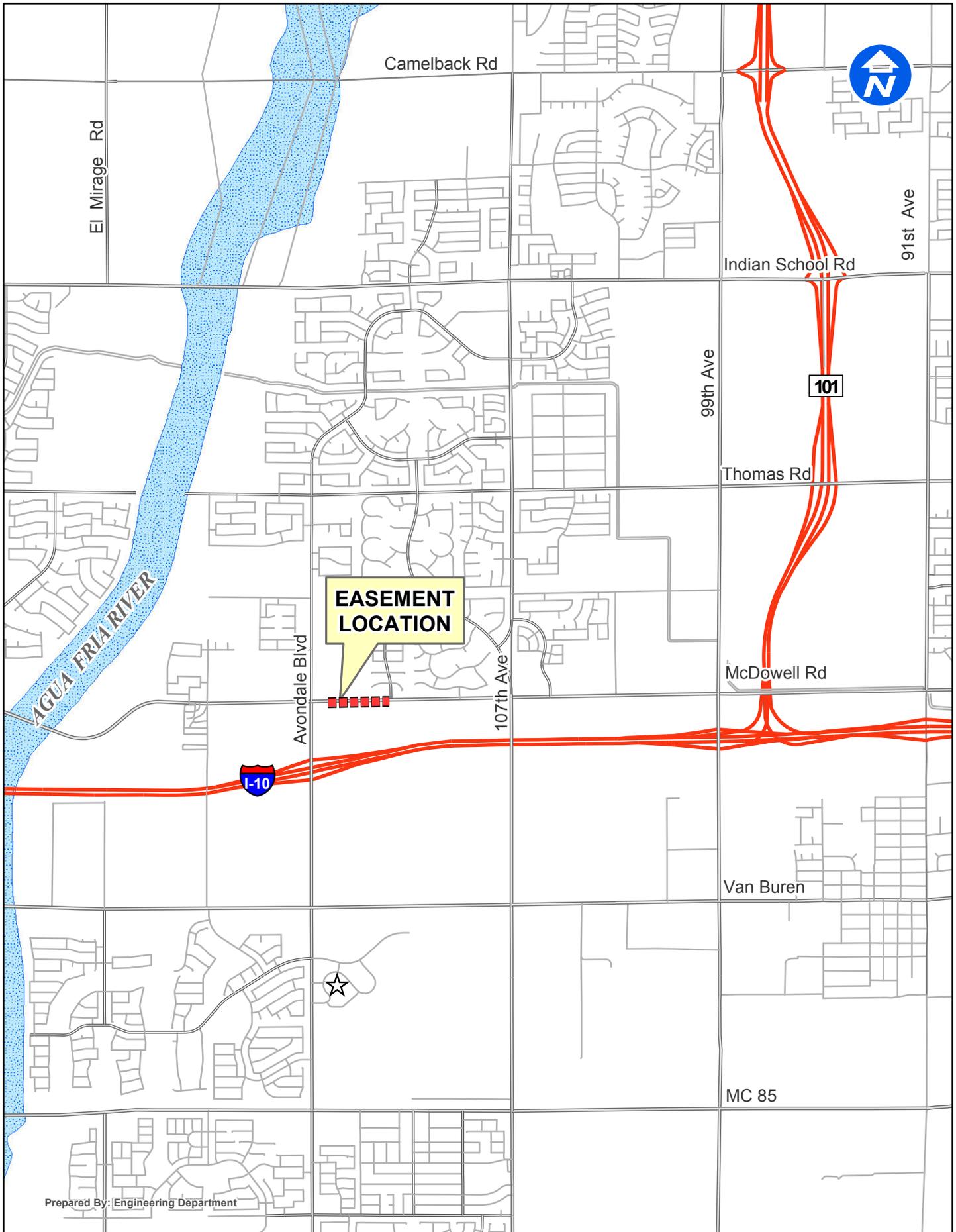
In the event Grantor requires relocation of electric facilities, Grantor shall provide a replacement easement and be responsible for all associated relocation costs and expenses. This easement is granted to replace the existing easements, which establishes the prior rights of the Grantee as recorded in Docket 15129, Page 536 and Docket 15397, Page 430, in the official records of Maricopa County, Arizona. This easement replaces and supersedes the existing described easements which will be abandoned following the recordation of this easement.

The covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of (and shall be binding on) the successors (including successors in ownership and estate), assigns, lessees, franchisees, permittees and licensees of Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

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VICINITY MAP



SRP 69kV Power Transmission Easement Location