CITY COUNCIL AGENDA

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

WORK SESSION
July 1, 2013
6:30 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 ARIZONA 51ST LEGISLATURE - 1ST REGULAR SESSION WRAP UP

Staff will provide a legislative wrap-up of key bills heard during the 2013 Arizona State Legislature 51st Legislature - First Regular Session and First Special Session. For information, discussion and direction only.

3 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 interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

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

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

CITY COUNCIL REPORT

SUBJECT:
Arizona 51st Legislature - 1st Regular Session Wrap Up

MEETING DATE:
July 1, 2013

TO: Mayor and Council

FROM: Shirley Gunther, Intergovernmental Affairs Manager 623-333-1612

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will provide a legislative wrap-up of key bills heard during the 2013 Arizona State Legislature 51st Legislature - First Regular Session and First Special Session.

BACKGROUND:

The 2013 - 51st Regular Session and First Special session recently adjourned sine die. The legislature was in session for 151 days. During that time, they introduced a total of 1,254 bills, resolutions and memorials; 282 bills passed; 232 have been signed by the Governor and 22 bills received a veto. An additional, 28 await action.

The bulk of the session was dedicated to the Governor's Medicaid expansion, the state budget and tax simplification. Staff will review key measures that passed the legislature and discuss their impact.

DISCUSSION:

This session, the Arizona Legislature was consumed by the expansion of the Medicaid, the state budget and tax simplification.

2014 Budget

The Joint Legislative Budget Committee forecasted FY 2014 General Fund revenues of $9.11 billion and spending of $8.81 billion, the Special Session budget proposal projected FY 2014 balance of $304 million. The FY 2014 General Fund budget of $8.81 billion is an increase of $329.5 million, or 3.8%, increase above FY 2013.

The state's Budget Stabilization Fund reserve balance remains at $450 million.

Medicaid

By expanding Medicaid, the state estimates that approximately 300,000 residents will be able to obtain or keep health care benefits. The measure allows the AHCCCS director to impose an assessment or "bed tax" of about $250 million a year on hospitals to pay for the state's share of expansion costs. Those funds will be used as matching funds for the federal dollars. The new provisions will extend benefits to individuals who make less than 133 percent of the federal poverty level, which is about $15,856 for a singer person and a family of three with an income up to $26,951.

Tax Simplification

Prior to the legislative session, the Governor convened a committee - the Tax Simplification Tax Force. The Task Force came up with recommendations to completely overhaul the state's sales tax collection system. Although cities and towns opposed measures in the recommendations, the Governor took those recommendations and included them in her legislative priorities for the 2013 session.

The Governor's proposal would have eliminated the contractor (construction) sales tax system in favor of one where contractors pay taxes on supplies at the location of where they buy their supplies and eliminated tax on labor. This would have resulted in significant tax cut for developers and over $30 million in revenue losses to the cities. After many months of negotiations between the Governor's staff and city officials the bill came to a halt in the House and then the Senate.

After months of negotiation between the cities and the Governor's office, HB 2111 was passed making statutory changes with the intent of simplifying administration of transaction privilege tax. This occurred on the evening of sine die, the Senate agreed to the amendments the cities and towns needed to make the new tax simplification process works. The measure passed with no opposition in the Senate and with three members voting no in the House.

RECOMMENDATION:

For information, discussion and direction only.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL AGENDA

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

REGULAR MEETING
July 1, 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 CITY MANAGER'S REPORT

a. New Employee Introduction - Paul Roy, Public Works Superintendent

3 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. United Way Recognition

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. Special Meeting of June 10, 2013
2. Work Session of June 17, 2013
3. Regular Meeting of June 17, 2013
4. Special Meeting of June 17, 2013

b. LIQUOR LICENSE SERIES 10 (BEER AND WINE STORE) - QUIK FOOD MART
City Council will consider a request from Ms. Lauren Kay Merrett for approval of an application for a Series 10 Beer and Wine Store liquor license at Quik Food Mart located at 921 W Main Street in Avondale. The Council will take appropriate action.

c. CONTRIBUTIONS ASSISTANCE PROGRAM - FUNDING RECOMMENDATIONS
City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed $80,000 Contributions Assistance Program fund. The Council will take appropriate action.

d. CONTRACT AWARD- FRIEDMAN RECYCLING COMPANIES
City Council will consider a request to award a contract to Friedman Recycling Companies for recycling materials processing services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **CONTRACT AWARD - HARRINGTON INDUSTRIAL PLASTICS**
City Council will consider a request to award a contract to Harrington Industrial Plastics for the purchase of two chemical tanks for the Charles M. Wolf Water Resource Center for the amount of $70,042, allow the transfer of the necessary funding from the Wastewater Operating Contingency fund, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **MEMORANDUM OF UNDERSTANDING - CHILDHELP INC.**
City Council will consider a request to approve a Memorandum of Understanding with Childhelp Inc. d/b/a/ Childhelp Children's Center of Arizona to assign therapists to the SWFAC for a twelve month period effective July 1, 2013, and terminating on June 30, 2014, with up to four one year renewal terms, at no direct cost to the City of Avondale, and to authorize the Mayor or the City Manager and the City Clerk to execute the appropriate documents. Council will take appropriate action.

g. **COOPERATIVE PURCHASING AGREEMENT - BUSINESS INTERIORS BY STAPLES**
City Council will consider a request to approve a Cooperative Purchasing Agreement with Business Interiors by Staples to provide office furnishings for city of Avondale facilities on an as required basis in the amount not to exceed $120,000 over a contract term of 3 years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **COOPERATIVE PURCHASHING AGREEMENT - SUN DEVIL FIRE EQUIPMENT, INC.**
City Council will consider a request to approve a Cooperative Purchasing Agreement with Sun Devil Fire Inc. to provide annual fire suppression system inspection and maintenance for City of Avondale facilities on an as required basis in the amount not to exceed $60,000 over a contract term of 3 years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **CONTRACT AMENDMENT - S&L CONSTRUCTION FOR THE CITY DATA CENTER PROJECT**
City Council will consider a request to approve an amendment to the contract with S&L Construction to provide additional construction services for a refit of the City Data Center for a new total of not more than $127,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **PROFESSIONAL SERVICE AGREEMENT – STANLEY CONSULTANTS, INC. – CITY CENTER PHASE 3**
City Council will consider a request to approve a Professional Services Agreement with Stanley Consultants, Inc. to provide construction inspection services for the City Center Phase 3 and Transit Center in the amount of $75,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. **RESOLUTION 3119-713 - INTERGOVERNMENTAL AGREEMENT - MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOR FIRE TRAINING FACILITY**
City Council will consider a Resolution approving an Intergovernmental Agreement with the Maricopa County Community College District for use of the 4th Street fire training facility and authorize the Mayor or City Manager and City Clerk to execute all the necessary documents. The Council will take appropriate action.

l. **RESOLUTION 3123-713 - FIRST AMENDMENT TO THE GRANTEE AGREEMENT WITH FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL**
City Council will consider a resolution approving the first amendment to the grantee agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive $175,000 for services to be provided to families with young children, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 **RESOLUTION 3124-713 - PRE-ANNEXATION AGREEMENT WITH THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF PHOENIX**

City Council will consider a resolution approving a Pre-Annexation Agreement with the Roman Catholic Church of the Diocese of Phoenix to establish the immediate and future responsibilities of the City and Developer in regards to annexation and development of property located at the southwest corner of Illini Street and 125th Avenue and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

7 **AUTHORIZATION TO PROCEED - ST. JOHN BOSCO CENTER ANNEXATION**

City Council will consider a request for authorization to proceed with the annexation of APN 500-64-002P owned by the Roman Catholic Church Diocese of Phoenix and located at 12443 W Illini Street in Avondale. The Council will take appropriate action.

8 **RESOLUTION 3122-713 - SETTING THE PROPERTY TAX LEVY FOR FISCAL YEAR 2013-2014**

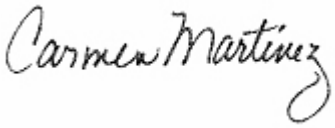
City Council will consider a resolution setting the property tax levy for fiscal year 2013-2014 in the amount of $5,662,080. The Council will take appropriate action.

9 **EXECUTIVE SESSION**

a. The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the City Manager's evaluation.

10 **ADJOURNMENT**

Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
Liquor License Series 10 (Beer and Wine Store) - Quik Food Mart

MEETING DATE:
July 1, 2013

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending approval of an application submitted by Ms. Lauren Kay Merrett for a Series 10 Beer and Wine Store liquor license at Quik Food Mart located at 921 W Main Street in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Ms. Lauren Kay Merrett for a Series 10 Beer and Wine Store liquor license at Quik Food Mart located at 921 W Main Street in Avondale. The required fees in the amount of $950.00 have been paid.

The establishment has been licensed since 1990 as Avondale Quik Stop with a Series 9 Liquor License to sell all spirituous liquors. This license has been placed on inactive status by the Liquor Department and the owner is planning to transfer it to another location in the near future.

As required by state law and city ordinance, the application was posted for the required period of time starting June 10, 2013 and a notice was published in the West Valley View on June 21 and June 25, 2013. No comments were received.

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

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

RECOMMENDATION:

Staff is recommending approval of an application submitted by Ms. Lauren Kay Merrett for a Series 10 Beer and Wine Store liquor license at Quik Food Mart located at 921 W Main Street in Avondale.

ATTACHMENTS:

Click to download

- ☐ Application
- ☐ Review by Departments
- ☐ 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

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): 10076404

1. Type of License(s): sereies 10

2. Total fees attached: $ 122.00 (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./Ms. Merrett (Last) Lauren (First) Kay (Middle)
(Insert one name ONLY to appear on license)

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

3. Business Name: Quik Food Mart
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 921 W Main St (Do not use PO Box Number) Avondale (City) Maricopa (County) 85323 (Zip)

5. Business Phone: 623-932-9033 Daytime Phone: _____ Email: not available

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

7. Mailing Address: 921 W Main St (City) Avondale (State) AZ (Zip) 85323

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

DEPARTMENT USE ONLY

Fees: 100.00 Application | _____ Interim Permit | _____ Site Inspection | 22.00 Finger Prints | $ 122.00 TOTAL OF ALL FEES

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

Accepted by: JB Date: 05-23-13 Lic. # 10076404

1/7/2013 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

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._____

4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use?_____

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

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)

MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X_____
(Signature)

My commission expires on: _____

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(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
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

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#

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.***

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

2. Date Incorporated/Organized: 5/15/2013 State where Incorporated/Organized: AZ

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

4. AZ L.L.C. File No: L-1846933-3 Date authorized to do business in AZ: 05/15/2013

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
Nagji	Akbarali	Hassanali	mbr		

(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
Nagji	Akbarali	Hassanali	100		

(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 transfered: License Type: _____ License Number: _____

7. Current Mailing Address: Street _____
(Other than business)
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
(print full name)
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
(print full name)
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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

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

2. New Business: (Physical Street Location) Name _____
   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) horizonal 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: 5800 ft. Name of school Avondale Middle School
   Address 45 S 3rd Ave Avondale AZ 85323
   City, State, Zip

2. Distance to nearest church: 1400 ft. Name of church Grace Walk Church
   Address 2608 S Litchfield 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 _____
   Address _____
   City, State, Zip

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

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

5. What is the total **business** indebtedness for this license/location excluding the lease? $_____
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

☐ YES ☒ NO If yes, attach explanation.

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

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

License # 09070236 (exactly as it appears on license) Name Ramnik Ganatra

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SECTION 14 Restaurant or hotel/motel license applicants:

1. 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

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. 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.

_____
applicants initials

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

1. Check **ALL** boxes that apply to your business:

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
   ☐ Service windows ☒ Drive-in windows ☐ Non Contiguous

2. 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

3. 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.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. 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.

_____
applicants initials

SECTION 15 **Diagram of Premises**

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.

See attached

SECTION 16 **Signature Block**

I, Laurel Kay Merrett, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Laurel Kay Merrett
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

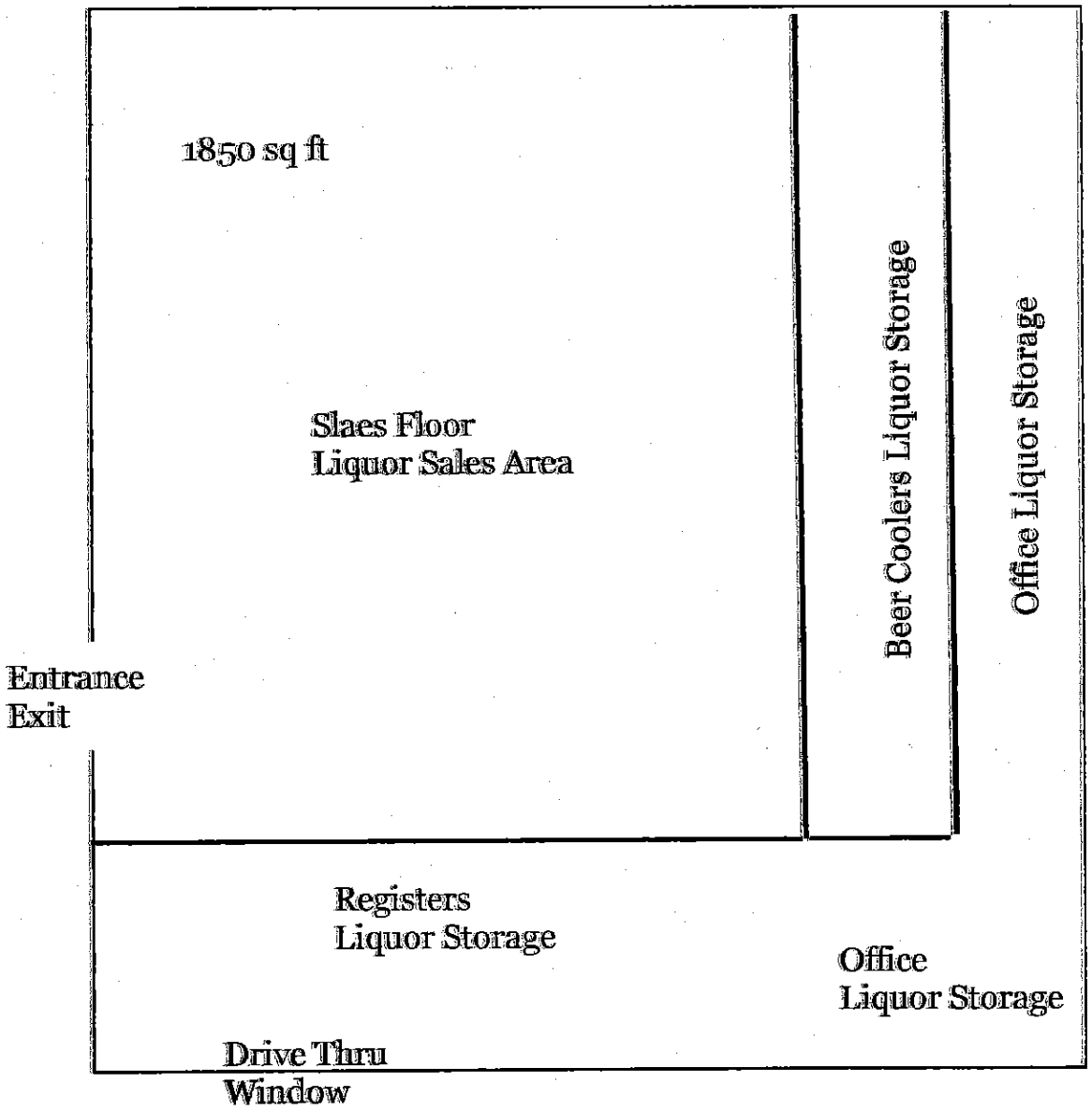
OFFICIAL SEAL
LEILANI M. PACHECO
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 6, 2013

The foregoing instrument was acknowledged before me this

2 of April, 2013
Day Month Year

Leilani M. Pacheco
signature of NOTARY PUBLIC

My commission expires on : _____
Day Month Year



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RECEIVED

MAY 15 2013

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

FILE # L-1846933

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

ARTICLES OF ORGANIZATION

Read the Instructions L010i

1. ENTITY TYPE – check only one to indicate the type of entity being formed:

☒ LIMITED LIABILITY COMPANY ☐ PROFESSIONAL LIMITED LIABILITY COMPANY

2. ENTITY NAME – see Instructions L010i for naming requirements – give the exact name of the LLC:

QUIK FOOD MART, LLC

3. PROFESSIONAL LIMITED LIABILITY COMPANY SERVICES – if professional LLC is checked in number 1 above, describe the professional services that the professional LLC will provide ((*examples*: law firm, accounting, medical)):

4. STATUTORY AGENT – *see Instructions L010i*:

4.1 *REQUIRED* – give the **name** ((can be an individual or an entity) ***and physical or street address*** ((not a P.O. Box) in Arizona of the statutory agent:	**4.2** *OPTIONAL* – mailing address in Arizona of Statutory Agent ((can be a P.O. Box)):
AKBARALI H. NAGJI Statutory Agent Name	
Attention (optional)	Attention (optional)
Address 1 921 W. MAIN ST.	Address 1
Address 2 (optional) City AVONDALE State AZ Zip 85323	Address 2 (optional) City State Zip

4.3 *REQUIRED* – the Statutory Agent Acceptance form M002 must be submitted along with these Articles of Organization.

5. ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:

5.1 Is the Arizona known place of business address the same as the **street address** of the statutory agent? ☒ Yes – go to number 6 and continue

☐ No – go to number 5.2 and continue

5.2 If you answered "**No**" to number 5.1, give the **physical or street address** (not a P.O. Box) of the known place of business of the LLC in Arizona:

Attention (optional)		
Address 1		
Address 2 (optional)		
City Country	State or Province	Zip

6. DURATION – the duration or life period of the LLC is **presumed to be perpetual** ***unless*** one of the boxes is checked below *and* the corresponding blank is filled in:

☐ The LLC's life period will end on this **date:** _____ (enter a date)

☐ The LLC's life period will end upon the occurrence of this **event**

_____ (describe an event)

COMPLETE NUMBER 7 OR NUMBER 8 – NOT BOTH.

(7.) **MANAGER-MANAGED LLC** – *see Instructions L010i* – check this box ☒ if management of the LLC will be vested in a manager or managers, and complete and attach the Manager Structure Attachment form L040. *The filing will be rejected if it is submitted without the attachment .*

8. **MEMBER-MANAGED LLC** – *see Instructions L010i* – check this box ☐ if management of the LLC will be reserved to the members, and complete and attach the Member Structure Attachment form L041. *The filing will be rejected if it is submitted without the attachment.*

9. **ORGANIZERS** – list the **name and address**, and provide the **signature**, of each and every organizer – minimum of one is required. If more space is needed, check this box ☐ and complete and attach the Organizer Attachment form L042.

Name

Address 1

Address 2 (optional)

City | State | Zip

Country

SIGNATURE – *see Instructions L010i:*

By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

☒ I ACCEPT

Signature

AKBARALI NAGJI 5/15/13

Printed Name | Date

IF SIGNING FOR AN ENTITY, CHECK ONE, FILL IN BLANK:

☐ **Corporation as Organizer** - I am signing as an officer or authorized agent of a corporation and its name is:

☐ **LLC as Organizer** - I am signing as a member, manager, or authorized agent of a **limited liability company** , and its name is:

Name

Address 1

Address 2 (optional)

City | State | Zip

Country

SIGNATURE – *see Instructions L010i:*

By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

☐ I ACCEPT

Signature

Printed Name | Date

IF SIGNING FOR AN ENTITY, CHECK ONE, FILL IN BLANK:

☐ **Corporation as Organizer** – I am signing as an officer or authorized agent of a corporation and its name is:

☐ **LLC as Organizer** – I am signing as a member, manager, or authorized agent of a **limited liability company** , and its name is:

Filing Fee: $50.00 (regular processing) Expedited processing – add $35.00 to filing fee. All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

MANAGER STRUCTURE ATTACHMENT

1. **ENTITY NAME** – give the exact name of the LLC (foreign LLCs – give name in domicile state or country):
   QUIK FOOD MART, LLC

2. **A.C.C. FILE NUMBER** (if known): _____
   Find the A.C.C. file number on the upper corner of filed documents OR on our website at: http://www.azcc.gov/Divisions/Corporations

3. **Check one box only to indicate what document the Attachment goes with:**
   - [X] Articles of Organization
   - [ ] Articles of Amendment
   - [ ] Application for Registration
   - [ ] Articles of Amendment to Application for Registration

4. **MANAGERS / MEMBERS** – give the name and address of each and every **manager** *and* list all **members who own 20% or more** of the profits or capital of the LLC. Members who own less than 20% may also be listed, but it is not required. Check the appropriate box or boxes below each person listed – *do not check both member boxes*. If more space is needed, use another Manager Structure Attachment form.

AKBARALI H. NAGJI	
Name	Name
Address 1	Address 1
Address 2 (optional): 921 W. MAIN ST	Address 2 (optional):
City: AVONDALE; State or Province: AZ; Zip: 85323	City; State or Province; Zip
Country; [X] Manager; [X] 20% or more member; [ ] Less than 20% member	Country; [ ] Manager; [ ] 20% or more member; [ ] Less than 20% member
Name	Name
Address 1	Address 1
Address 2 (optional)	Address 2 (optional)
City; State or Province; Zip	City; State or Province; Zip
Country; [ ] Manager; [ ] 20% or more member; [ ] Less than 20% member	Country; [ ] Manager; [ ] 20% or more member; [ ] Less than 20% member
Name	Name
Address 1	Address 1
Address 2 (optional)	Address 2 (optional)
City; State or Province; Zip	City; State or Province; Zip
Country; [ ] Manager; [ ] 20% or more member; [ ] Less than 20% member	Country; [ ] Manager; [ ] 20% or more member; [ ] Less than 20% member

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATUTORY AGENT ACCEPTANCE

Please read Instructions M002I

1. **ENTITY NAME** – give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:

   QUIK FOOD MART, LLC

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ): _____
   Find the A.C.C. file number on the upper corner of filed documents OR on our website at: http://www.azcc.gov/Divisions/Corporations

3. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity):

   AKBARALI H. NAGJI

   3.1 **Check one box:** ☒ The statutory agent is an **Individual** (natural person).
   ☐ The statutory agent is an **Entity**.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

☒ I ACCEPT

Signature: [signature] Printed Name: AKBARALI H. NAGJI Date: 5-15-13

REQUIRED – check only one:

☒ **Individual as statutory agent:** I am signing on behalf of myself as the individual	☐ **Entity as statutory agent:** I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.

Filing Fee: none (regular processing) Expedited processing – **(available only if this form is submitted by itself)** add $35.00 to filing fee. All fees are nonrefundable – see Instructions.	Mail: Arizona Corporation Commission – Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or ((within Arizona only) 800-345-5819.

13 MAY 23 AM 10:41

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION COVER SHEET

USE A SEPARATE COVER SHEET FOR EACH DOCUMENT

ARE YOU FILING: ☐ New Entity ☐ Change to existing entity ☐ Re-submission/Correction

PLEASE COMPLETE ALL APPROPRIATE SECTIONS

Type in Corp/LLC Name: _____

FILING TYPE	REGULAR SERVICE FEE	EXPEDITED SERVICE FEE
☐ Articles of Domestication	☐ $100.00	☐ $135.00
☐ Articles of Incorporation (Profit)	☐ $ 60.00	☐ $ 95.00
☐ Articles of Incorporation (Non Profit)	☐ $ 40.00	☐ $ 75.00
☐ Articles of Organization (Limited Liability Company)	☒ $ 50.00	☒ $ 85.00
☐ Application For Authority (Business)	☐ $175.00	☐ $210.00
☐ Application to Conduct Affairs (Non Profit)	☐ $175.00	☐ $210.00
☐ Application for New Authority	☐ $175.00	☐ $210.00
☐ Application for Registration	☐ $150.00	☐ $185.00
☐ Articles of Amendment	☐ $ 25.00	☐ $ 60.00
☐ Articles of Amendment & Restatement	☐ $ 25.00	☐ $ 60.00
☐ Articles of Correction	☐ $ 25.00	☐ $ 60.00
☐ Articles of Merger/Share Exchange	☐ $100.00	☐ $135.00
☐ Articles of Merger (Limited Liability Company)	☐ $ 50.00	☐ $ 85.00
☐ Affidavit of Publication	☐ $ 0.00	☐ $ 35.00
☐ CORPORATIONS -Certified Copies* *If copies are for different entities the Expedite fee applies to each entity	☐ $5.00 Each (_____) (Enter Quantity)	☐ $40.00 (_____) (Enter Quantity)
☐ LLCs - Certified Copies* *If copies are for different entities the Expedite fee applies to each entity	☒ $10.00 Each (_____) (Enter Quantity)	☐ $45.00 (_____) (Enter Quantity)
☐ Good Standing Certificate* *If Good Standing Certificates are for different entities the Expedite fee applies to each entity	☐ $10.00 Each (_____) (Enter Quantity)	☐ $45.00 (_____) (Enter Quantity)
☐ Other: _____	☐ Regular Fee	☐ Expedite Fee

SELECT PAYMENT TYPE: DO NOT WRITE YOUR CREDIT CARD NUMBER ON THIS FORM!!

☐ Check — Check # _____ — Check Amount $ _____

☐ M.O.D. Account — MOD Acct # _____ — Mod Amount $ _____

☒ Cash — for in-person filings only (Do not send cash in the mail.) — Cash Amount $ _____

☐ Credit Card — for in-person filings only — CC Amount $ _____

☐ No fee required

SELECT ONE RETURN DELIVERY OPTION: ☐ Mail ☒ Pick Up ☐ Fax # (_____) _____

REQUIRED: Please list the person or company who will be picking up the completed documents.
DOCUMENTS WILL BE MAILED IF THEY ARE NOT PICKED UP IN A TIMELY MANNER (APPROXIMATELY TWO WEEKS).

Person or Company Name: AKBARALI H. NAGJI — Phone Number:

Address: 921 W. MAIN ST

City: AVONDALE — State: AZ — Zip: 85323

FOR ARIZONA CORPORATION COMMISSION USE ONLY

PICK-UP BY: _____ DATE: _____

View current process times at: www.azcc.gov/Divisions/Corporations

CFOVLR REV 03/13/2009

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP current 7-2011
P1036740 JB

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. FAXED PRINTS 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 # 10076404
(If the location is currently licensed)

1. Check appropriate box → ☐ Controlling Person ☒ Agent (Complete Questions 1-13) Controlling Person or Agent must complete #21 for a Manager | ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Merrett (Last) Lauren (First) Kay (Middle) Date of Birth: / / (NOT a Public Record)

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

4. Place of Birth: Phx (City) AZ (State) US (Country (not county)) Height: 5'8" Weight: 138 Eyes: Hz Hair: BR

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: Morrow (Last) James (First) Quincy (Middle) (Maiden) Date of Birth: / / (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ 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: QUIK FOOD MART Premises Phone: 623-932-9033

11. Physical Location of Licensed Premises Address: 921 W. MAIN ST. AVONDALE MARICOPA 853
(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)
1/1997	CURRENT	Pres/CEO Mereco Inc.	736 S Longmore St Chandler AZ 85224

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
5/2000	CURRENT	O				

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

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

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

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☒NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you 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? ☐YES ☒NO
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.

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

2013 MAY 28 Liq. Lic. 1 13

20. I, Lauren Kay Merrett, 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 Lauren Kay Merrett
(Signature of Applicant)

OFFICIAL SEAL
LEILANI M. PACHECO
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 6, 2013

My commission expires on: _____
Day Month Year

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Month Year
Leilani M Pacheco
(Signature of NOTARY PUBLIC)

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)

_____
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

#19

I am currently Licensee on several licenses in the state of Arizona. I am Licensee in an administrative capacity only, and do not have any interest in or authority for the day-to-day operations of this or any other liquor licensed business.

Lauren Merrett

Lauren Merrett M.Ed.

'13 MAY 23 LIQ. LIC. AM 1:13

802-983
P1026608 JB

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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 # 10076404
(If the location is currently licensed)

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

2. Name: Nagji (Last) Akbarali (First) HASSANALI (Middle) Date of Birth: / / (NOT a Public Record)

3. Social Security Number: [illegible] (NOT a public record) Drivers License #: State:

4. Place of Birth: Nsumbi (City) Tanzania (State) Country (not county) Height: 5'7" Weight: 162 Eyes: BR Hair: BK

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: Nagji (Last) Fatuma (First) Akbarali (Middle) Saju (Maiden) Date of Birth: (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ 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: Quik Food Mart Premises Phone: 623 932 9033

11. Physical Location of Licensed Premises Address: 921 W. Main St (Street Address) Avondale (City) Maricopa (County) 85323 (Zip) (Do not use PO Box #)

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)
11/96	CURRENT	Avondale Quik Stop	921 W. Main St. Avondale AZ 85323

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
12/99	CURRENT	O				

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

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

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

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☒NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you 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

'13 MAY 23 Liq. Lic. 041 13

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

(Signature of Applicant)

State of Az County of Maricopa

The foregoing instrument was acknowledged before me this 21 day of May, 2013
Month Year

(Signature of NOTARY PUBLIC)

My commission expires: LAUREN MERRETT Notary Public - State of Arizona MARICOPA COUNTY My Commission Expires Sept. 20, 2015
Month Day Year

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

(Signature of NOTARY PUBLIC)

Signature of Controlling Person or Agent (circle one)

Print Name

My commission expires on: ___
Day Month Year

17 & 19

I have ownership in license # 09070236 currently active at this location. In ~~1999~~ 1997 our store received a violation for sale to a minor. We have not had a violation since.

FINE PD. $625.00
4-241.A FAILURE TO REQUEST ID FOR UNDERAGE BUYER

Akbarali Nagji

'13 MAY 23 LIQ. LIC. AM 1:13

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIE 10: BEER AND WINE STORE

ROUTING:

☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: LAUREN KAY MERRETT

BUSINESS NAME: QUIK FOOD MART

BUSINESS ADDRESS: 921 W. MAIN ST.

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

DEPARTMENTAL COMMENTS:

■ APPROVED
☐ DENIED

SIGNATURE

06·11·13
DATE

ASSISTANT POLICE CHIEF
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 1, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2013

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIE 10: BEER AND WINE STORE

ROUTING:

☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: LAUREN KAY MERRETT

BUSINESS NAME: QUIK FOOD MART

BUSINESS ADDRESS: 921 W. MAIN ST.

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jesse L. Gomez
SIGNATURE

6/24/13
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 1, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2013

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIE 10: BEER AND WINE STORE

ROUTING:

☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: LAUREN KAY MERRETT

BUSINESS NAME: QUIK FOOD MART

BUSINESS ADDRESS: 921 W. MAIN ST.

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

6/11/13
DATE

SR. PLANS EXAMINER
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 1, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2013

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SERIE 10: BEER AND WINE STORE

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: LAUREN KAY MERRETT

BUSINESS NAME: QUIK FOOD MART

BUSINESS ADDRESS: 921 W. MAIN ST.

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jennifer Frost
SIGNATURE

6/17/13
DATE

Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 1, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2013

DEVELOPMENT SERVICES

MEMORANDUM

DATE: June 17, 2013

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 10 Liquor License for Quik Food Mart
921 W Main St

The site is located at the southeast corner of MC 85 and Litchfield Road. The building is existing.

State Statute requires all businesses holding Series 10 licenses to be separated a minimum of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

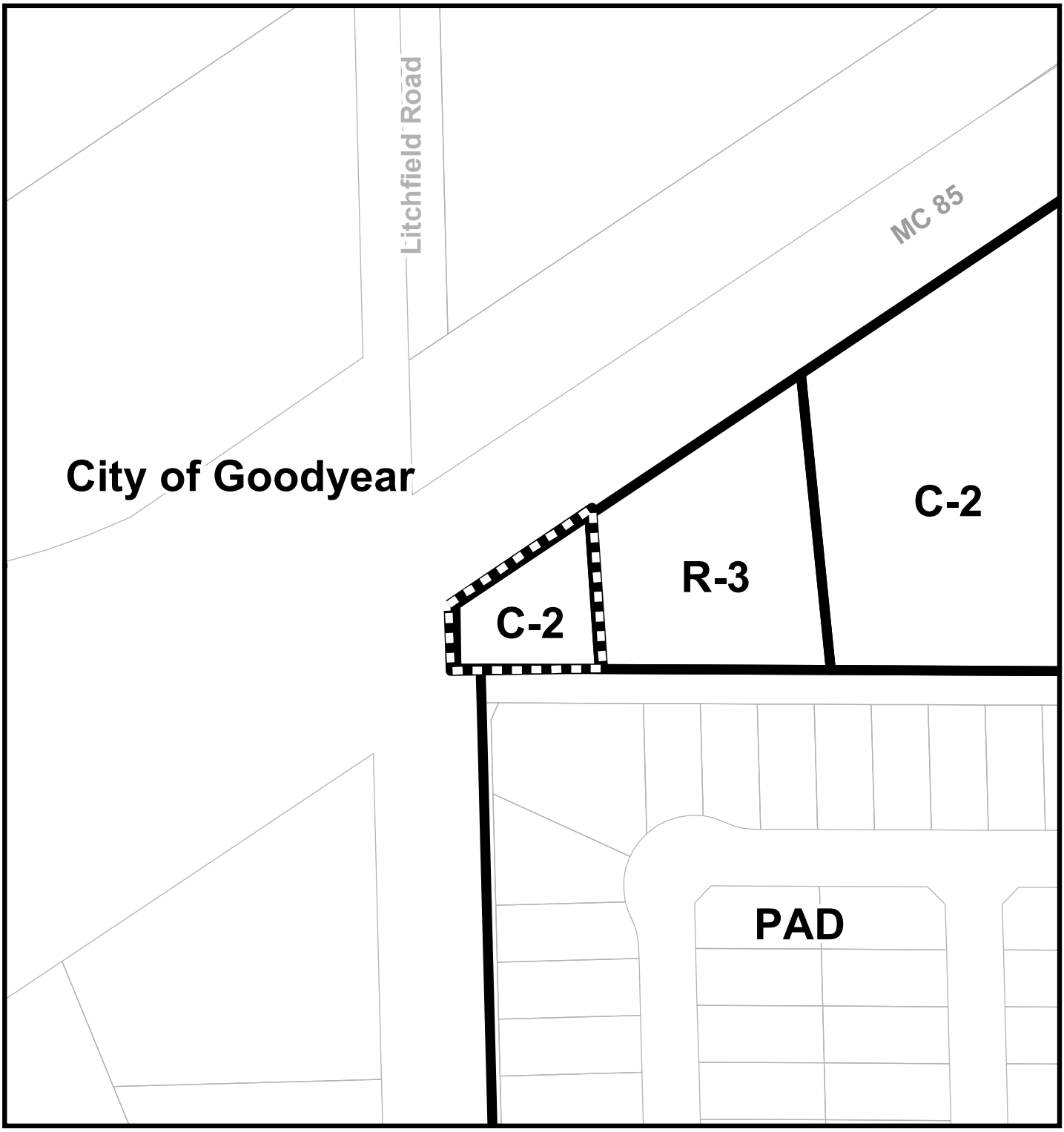
The General Plan designates the property as local commercial. The subject property is zoned Community Commercial District (C-2). A gas station with a convenience store is permitted with a Conditional Use permit. The use is legal nonconforming.

Attachment: Aerial Photography
Zoning Vicinity Map
300 Foot Separation

2013 AERIAL MAP

Avondale

Subject Property



Zoning Vicinity Map

Avondale

Subject Property

300 FOOT SEPARATION BUFFER

Avondale

Subject Property

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIE 10: BEER AND WINE STORE

ROUTING:

☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☒ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: LAUREN KAY MERRETT

BUSINESS NAME: QUIK FOOD MART

BUSINESS ADDRESS: 921 W. MAIN ST.

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

6/11/13
DATE

Tax And A Supervisor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 1, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2013

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: *JUNE 10, 2013*

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, JULY 1, 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:

Quik Food Mart
921 W. Main Street
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.

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

'13 MAY 23 PM 1:42

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): 10076404

1. Type of License(s): sereies 10
2. Total fees attached: $ 122.00 (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. / Ms. Merrett (Last) Lauren (First) Kay (Middle)
(must one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Quik Food Mart LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Quik Food Mart
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 921 W Main St (Do not use PO Box Number) Avondale (City) Maricopa (County) 85323 (Zip)
5. Business Phone: 623-932-9033 Daytime Phone: _____ Email: not available
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 921 W Main St (City) Avondale (State) AZ (Zip) 85323
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application; _____ Interim Permit; _____ Site Inspection; 22.00 Finger Prints; $ 122.00 TOTAL OF ALL FEES

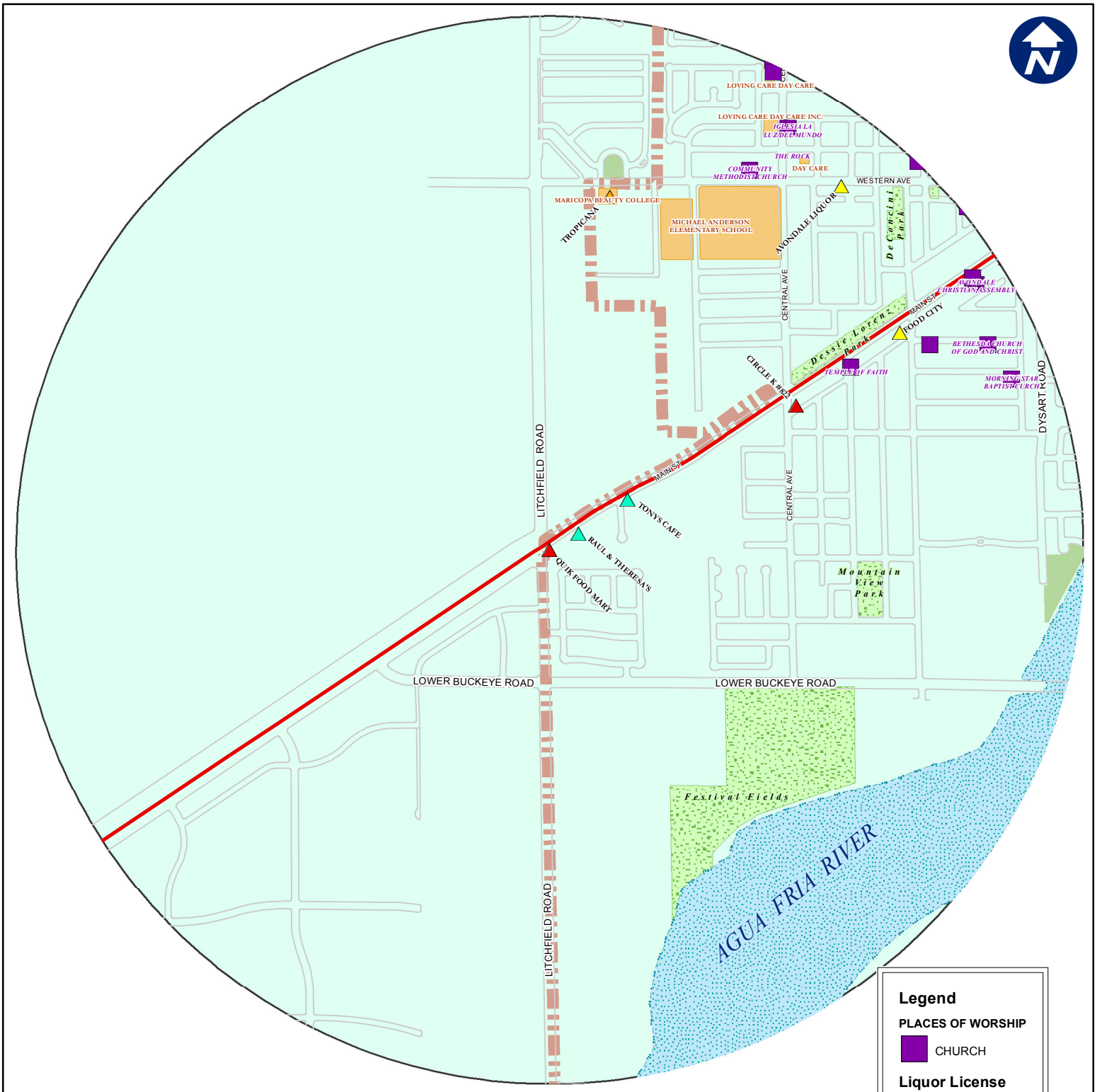
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: JB Date: 05-23-13 Lic. # 10076404

1/7/2013 *Disabled individuals requiring special accommodation, please call (602) 542-9827.

1

COLDEST BEER IN TOWN
LA CERVEZA MAS FRIA DEL PUEBLO
Avondale QUIK STOP COLD BEER
GROCERIES • SNACKS • KEGS • LIQUOR • LOTTERY • GAS
12 PACK $9.99
$5.49
$9.99



Legend

PLACES OF WORSHIP

- CHURCH

Liquor License

- SERIES 5
- SERIES 11
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 15
- SERIES 16
- SCHOOLS

QUIK FOOD MART LLC
921 W MAIN ST
1 Mile Buffer

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

CITY COUNCIL REPORT

SUBJECT:
Contributions Assistance Program - Funding Recommendations

MEETING DATE:
July 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed $80,000 Contributions Assistance Program fund.

BACKGROUND:

The adopted budget for fiscal year 2013-14 allocates $80,000 for the Contributions Assistance Program. City Council appointed a subcommittee consisting of Vice Mayor Frank Scott, Councilmember Ken Weise and Councilmember Jim McDonald to review this year's applications and make a recommendation. The program continues to be in demand from organizations serving Avondale residents. Applications were received from 20 non-profit organizations requesting a total of $145,818.

DISCUSSION:

The subcommittee reviewed applications on June 17, 2013 based on the following criteria:

- Provision of direct services which improve the health and welfare of Avondale residents;
- Current, timely and accurate reports from previous recipients;
- Ability to generate revenue from other sources;
- Services and initiatives that support and address City Council goals
- Services provided at the Care1st Avondale Resource and Housing Center.

The subcommittee made the following funding recommendations. An asterisk denotes an agency that did not receive funding through this program in the previous year.

- A New Leaf - $6,667
- Alzheimer's Association - $2,667
- Boys and Girls Club of Metropolitian Phoenix - $6,667
- Central Arizona Shelter Services, Inc. (CASS) - $5,333*
- Community Bridges (CBI) - $8,000
- Jobs for Arizona's Graduates - $5,333
- Kids at Hope - $4,000
- Mission of Mercy - $6,667*
- Mosaic Arts Center - $1,733*
- Homeless Youth Connection - $2,667*
- Neighborhood Housing Services of Phoenix - $4,000*
- New Life Center - $8,000
- The Southwest Communitiy Network, SCN - $2,667*

- Southwest Lending Closet - $2,933
- Southwest Valley Literacy Association - $4,000*
- St. Mary's Food Bank Alliance - $3,333
- Teen Lifeline, Inc.- $5,333

BUDGETARY IMPACT:

The budget for fiscal year 2013-14 allocates $80,000 for the Contributions Assistance Program.

RECOMMENDATION:

Staff recommends that City Council approve the funding recommendations made by the Council subcommittee for distribution of the Contributions Assistance Fund.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Contract Award- Friedman Recycling Companies

MEETING DATE:
July 1, 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 Mayor and City Council award a contract to Friedman Recycling Companies for recycling materials processing services.

BACKGROUND:

In July of 2012 Council awarded a one year contract to Friedman Recycling Companies for reycling materials processing services, which expired June 30, 2012. At the March 4, 2012 meeting, Council directed staff to utilize the Invitation For Bid (IFB) process to procure a new contract for these services.

DISCUSSION:

On an annual basis the City of Avondale collects an average of 5,000 tons of recyclable materials from City customers. Staff developed the IFB to ensure our recycling program would collect the greatest amount of revenue, continue to accept all materials currently recycled in our program, and cause as little disruption to operations as possible.

The bid announcement was advertised in the West Valley View on May 10, 2013 and May 14, 2013. It was also published in the Arizona Business Gazette on May 2, 2013 and May 9, 2013. A pre-bid conference was held on May 21, 2013. The bid opening was held on June 6, 2013. Friedman Recycling companies was the successful bidder.

The initial term of the contract is one year with the option of four one year renewals.

BUDGETARY IMPACT:

The agreement with Friedman Recycling Companies includes a base payment and a market share payment per ton of recyclables.

The base payment of $38.25 per ton is expected to generate $206,550 in revenue for the fiscal year.

The revenue share payment will vary month to month depending on market prices. Due to the volatility in the commodities market, it is difficult to project with any confidence the amount of additional revenue that would be generated from the revenue share. Based on historical data staff estimates an additional $65,000 in revenue from the market share.

RECOMMENDATION:

Staff recommends that the Mayor and City Council award a contract to Friedman Recycling Companies for recycling materials processing services.

ATTACHMENTS:

Click to download

- [ ] Bid Tabulation

City of Avondale
IFB PW 13-033 Recycling Materials Processing Services
Opening Date: June 6, 2013

Submittal Requirements		FRIEDMAN				GLENDALE		RE-Community		Waste Management	
Offer Sheet		Yes				Yes		Yes		Yes	
Complete IFB		Yes				Yes		Yes		Yes	
Licenses		Yes				Yes		Yes		Yes	
References Complete		Yes				Yes		No		Yes	
Disclosure of Responsibility Statement		Yes				Yes		Yes		Yes	
Diagram of Acceptance Facility		Yes				Yes		Yes		Yes	
Emergency Plan		Yes				Yes		Yes		Yes	
Addendum 1 & Acknowledgement		Yes				Yes		Yes		No	
Sustainability Commitment Form		Yes				Yes		Yes		Yes	
		Option #1	Option #2			Option #1	Option #2				
Bid Item Description		Base Share Price	Base Share Price	Revenue Share Price	Combined Pricing	Base Share Price	< 15% Contamination Base Share Price	Base Share Price	Revenue Share Price	Base Share Price	Revenue Share Price
Jan-13	Tonnage										
	450	$ 44.25	$ 38.25	$ 11.50	$ 49.75	$ 45.00	$ 50.00				
		Base Share Price	Base Share Price	Revenue Share Price	Combined Pricing	Base Share Price	< 15% Contamination Base Share Price	Base Share Price	Revenue Share Price	Base Share Price	Revenue Share Price
Annually											
June-12	450	$ 19,912.50	$ 17,212.50	$ 9,000.00	$ 26,212.50	$ 20,250.00	$ 22,500.00	Non Responsive		Non Responsive	
July-12	450	$ 19,912.50	$ 17,212.50	$ 7,987.50	$ 25,200.00	$ 20,250.00	$ 22,500.00				
August-12	450	$ 19,912.50	$ 17,212.50	$ 4,500.00	$ 21,712.50	$ 20,250.00	$ 22,500.00				
September-12	450	$ 19,912.50	$ 17,212.50	$ 1,125.00	$ 18,337.50	$ 20,250.00	$ 22,500.00				
October-12	450	$ 19,912.50	$ 17,212.50	$ 4,050.00	$ 21,262.50	$ 20,250.00	$ 22,500.00				
November-12	450	$ 19,912.50	$ 17,212.50	$ 6,637.50	$ 23,850.00	$ 20,250.00	$ 22,500.00				
December-12	450	$ 19,912.50	$ 17,212.50	$ 5,175.00	$ 22,387.50	$ 20,250.00	$ 22,500.00				
January-13	450	$ 19,912.50	$ 17,212.50	$ 5,175.00	$ 22,387.50	$ 20,250.00	$ 22,500.00				
February-13	450	$ 19,912.50	$ 17,212.50	$ 5,850.00	$ 23,062.50	$ 20,250.00	$ 22,500.00				
March-13	450	$ 19,912.50	$ 17,212.50	$ 6,862.50	$ 24,075.00	$ 20,250.00	$ 22,500.00				
April-13	450	$ 19,912.50	$ 17,212.50	$ 6,862.50	$ 24,075.00	$ 20,250.00	$ 22,500.00				
May-13	450	$ 19,912.50	$ 17,212.50	$ 5,062.50	$ 22,275.00	$ 20,250.00	$ 22,500.00				
TOTALS	5400	**$ 238,950.00**	$ 206,550.00	$ 68,287.50	**$ 274,837.50**	**$ 243,000.00**	**$ 270,000.00**				
Base Share Price						**$ 4,050.00**	**$ 31,050.00**				
Base Share + Revenue						**$ (31,837.50)**	**$ (4,837.50)**				

L Browning

CITY COUNCIL REPORT

SUBJECT:
Contract Award - Harrington Industrial Plastics

MEETING DATE:
July 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council award a contract to Harrington Industrial Plastics for the purchase of two chemical tanks for the Charles M. Wolf Water Resource Center for the amount of $70,042, approve the transfer of the necessary funding from the Wastewater Operating Contingency fund, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Sodium hypochlorite (NaClO) is an essential chemical used to chlorinate and disinfect the effluent water of the Charles M. Wolf Water Resource Center. The process of disinfection is required under regulatory requirements set by the Arizona Department of Environmental Quality, and the addition of NaClO at the end of the treatment process kills and inactivates the harmful pathogens commonly found in wastewater.

Two 12,500-gallon chemical tanks are used to store the 12.5% NaClO used in this process. The tanks were installed in 2008 and, within a three month period earlier this year, both tanks began leaking through cracks in the outlet stems/fittings. These tanks are subject to full and direct sunlight and typically have a life expectancy of 10 years. An inspection of the fittings showed that improper installation had placed unnecessary pressure on the stems at the outlet fittings leading to the cracks and subsequent leakage. Pricing of repair, rehabilitation, or replacement of the stems/fittings proved to be nearly as costly as complete tank replacement. As a result, staff pursued complete replacement of both tanks.

DISCUSSION:

To purchase the replacement tanks the City issued an Invitation for Bids (IFB PW 13-044) on May 21, 2013, and advertised in the Arizona Business Gazette on May 16 and 30, 2013, and the West Valley View on May 17 and 24, 2013. The bid opening was held on June 6, 2013. Two contractors responded to the IFB but only Harrington Industrial Plastics submitted a qualified bid. Pricing of $35,021 per tank, for a total of $70,042, includes a one-year warranty and UV protection coating.

BUDGETARY IMPACT:

Staff is requesting authorization to use Wastewater Operating Contingency funds to purchase these replacement tanks. Contingency funds in the amount of $1,000,000 are currently available in line item 503-9210-00-9900. The proposed budget adjustment will transfer $70,042 from Wastewater Operating Contingency funds to the Water Reclamation Facility Operating Budget (line item 503-9230-00-6770).

RECOMMENDATION:

Staff is recommending that City Council award a contract to Harrington Industrial Plastics for the purchase of two chemical tanks for the Charles M. Wolf Water Resource Center for the amount of

$70,042, approve the transfer of the necessary funding from the Wastewater Operating Contingency fund, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Bid Tabulation

City of Avondale
IFB PW 13-044 Water Reclamation Facility Replacement Chemical Tanks
Opening Date: June 6, 2013

		Harrington Industrial Plastics		Core-Rosion Products	
Submittal Requirements					
Offer Sheet		Yes		Yes	
Complete IFB		Yes		No	
Licenses		Yes		Yes	
References		Yes		Yes	
Bid Item Description	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
Chemical Tank (as specified)	2	$ 24,791.00	$ 49,582.00	Non-Responsive	
Optional Item: One Yr. Extended Warranty	2	$ 2,649.00	$ 5,298.00		
Optional Item: Tank Base Pad	2	$ -	$ -		
Optional Item: UV Protection Coating	2	$ 5,150.00	$ 10,300.00		
Additional Costs	2	N/A	N/A		
Subtotal		$ 32,590.00	$ 65,180.00		
Tax		$ 2,430.67	$ 4,861.00		
Total		$ 35,020.67	$ 70,041.00		

LBrown

CITY COUNCIL REPORT

SUBJECT:
Memorandum of Understanding - Childhelp Inc.

MEETING DATE:
July 1, 2013

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police 623-333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests the City Council approve a Memorandum of Understanding with Childhelp Inc. d/b/a/ Childhelp Children's Center of Arizona to assign therapists to the SWFAC for a twelve month period effective July 1, 2013, and terminating on June 30, 2014, with up to four one year renewal terms, at no direct cost to the City of Avondale, and to authorize the Mayor or the City Manager and the City Clerk to execute the appropriate documents.

BACKGROUND:

Childhelp Inc. d/b/a/ Childhelp Children's Center of Arizona is a non-profit organization committed to being a primary source and leading provider of prevention and mental health services in the areas of child abuse and neglect. Since 2009, "Childhelp" has been providing short-term counseling services to child abuse victims at the SWFAC. Services include victim advocacy, prevention education, counseling services, case management and case investigation.

Staff is requesting that the City Council approve the Memorandum of Understanding which updates roles and responsibilities and includes the addition of the Maricopa County Sheriff's Office partnership with the Southwest Family Advocacy Center. Under this revised agreement, Childhelp will provide counseling services weekly to victims served at the SWFAC effective July 1, 2013, and terminating on June 30, 2014, with the option for up to four one-year renewal terms.

DISCUSSION:

Staff has determined that it is necessary for the SWFAC to maintain the availability of therapy services for the children who are abused, neglected or otherwise at-risk. Staff desires that such services shall include, without limitation, advocacy, prevention, intervention and treatment related programs, case management, immediate crisis intervention, therapy by a designated behavioral health professional and community information services (the "Therapy Services").

The SWFAC and Chldhelp wish to enter into this MOU to utilize Childhelp's expertise and resources to provide the therapy services to SWFAC clients (up to 18 years of age) who are victims or secondary victims of child abuse or neglect or who are otherwise at-risk.

BUDGETARY IMPACT:

Funding for the two (2) full-time Masters Level therapists will be provided by Childhelp Inc. d/b/a/ Childhelp Children's Center of Arizona through their contract with the Arizona Regional Behavioral Health Authority (RBHA) and there are no financial obligations to the City of Avondale.

RECOMMENDATION:

Staff recommends that the City Council approve a Memorandum of Understanding with Childhelp Inc. d/b/a/ Childhelp Children's Center of Arizona to assign therapists to the SWFAC for a twelve

month period effective July 1, 2013, and terminating on June 30, 2014, with up to four one year renewal terms, at no direct cost to the City of Avondale, and to authorize the Mayor or the City Manager and the City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

- MOU - Childhelp Inc.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AVONDALE
AND
CHILDHELP INC. d/b/a CHILDHELP CHILDREN'S CENTER OF ARIZONA

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is made as of July 1, 2013 between the City of Avondale, an Arizona municipal corporation (the "City"), by and through the Southwest Family Advocacy Center (the "SWFAC") and Childhelp Inc. d/b/a Childhelp Children's Center of Arizona, a California non-profit corporation ("Childhelp") (hereinafter referred to individually as "party" or collectively as "parties").

RECITALS

A. Childhelp is a non-profit corporation committed to being a primary source and leading provider of prevention and rehabilitation services in the areas of child abuse and neglect. Services include victim advocacy, prevention education, counseling services, case management and case investigation.

B. The SWFAC is a multidisciplinary facility developed and funded through the law enforcement agencies of the City, the Town of Buckeye, the City of Goodyear and the Maricopa County Sheriff's Office to provide counseling and other related crime advocacy services to child and adult victims and witnesses in the southwest valley.

C. The City has determined that it is necessary to maintain the availability of individualized, short term counseling and other related crime victim advocacy services for SWFAC victims of crimes.

D. The City and Childhelp wish to enter into this Agreement to utilize Childhelp's expertise and resources to provide the therapy services to SWFAC clients who are victims or secondary victims of child abuse or neglect or who are otherwise at-risk (the "SWFAC Clients").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing description of parties and services, 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 Childhelp hereby agree as follows:

1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2014 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end

of the then-current term of this Agreement, Childhelp requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. Childhelp's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of Childhelp, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Services. Childhelp shall provide individualized, short-term counseling and other related crime victim advocacy services, including, without limitation, case management, immediate crisis intervention, individualized short-term counseling by a designated behavioral health professional or behavioral health technician, prevention and education related programs, as well as community information and referral services (the "Services"). Childhlep shall provide the Services to SWFAC Clients.

2.1 Childhelp Roles and Responsibilities.

A. Therapist. Childhelp shall place two Masters Level therapists (the "Therapists") at the SWFAC to provide Services to SWFAC Clients who are between 0 and 18 years of age. The Therapists must meet all requirements of ARIZ. ADMIN. CODE § R9-20-204 and any other applicable federal, state or local law. Childhelp shall, upon request, provide documentation to the City that the Therapists meet the essential components of the National Children's Alliance Mental Health Standard for accreditation.

B. Duration of Services. Childhelp shall provide Services on a full-time basis for the duration of this Agreement. The Therapists shall conduct all Services at the SWFAC at no cost to the clients/victims. Services and treatment are separate from the forensic interview process.

C. Required Meetings. Childhep shall ensure that its assigned Therapists attend Childhelp meetings, training, supervision and in-service days as required by Childhelp and any applicable federal, state or local law. Assigned Therapists must attend all SWFAC staff meetings, multi-disciplinary meetings and case reviews and provide insight and information relevant to the multi-disciplinary case review while protecting client confidentiality.

D. Supervision. Childhelp shall require weekly clinical supervision meetings for each Therapist assigned to the SWFAC. The supervision meeting shall be conducted by a Childhelp clinical supervisor (the "Clinical Supervisor") in order to ensure ongoing clinical support and training for each assigned Therapist. Any Clinical Supervisor assigned by Childhelp to supervise any Therapist placed at the SWFAC shall meet all requirements of ARIZ. ADMIN. CODE §§ R9-20-204, R9-20-205 and any other applicable federal, state or local law. The Therapists will demonstrate and provide

documentation to the SWFAC Director of ongoing education in the field of child abuse consisting of a minimum of 8 contact hours per year.

E. Diagnosis Review. In order to protect the best interests of the SWFAC Clients, if a Therapist is not independently licensed, the Therapist shall review all DSM-IV R diagnostic assessments with the Childhelp Clinical Supervisor. Every effort shall be made to avoid diagnoses that do not serve the best short-term and long-term interests of the SWFAC Clients without compromising adherence to Behavioral Health Licensure requirements and professional ethics and standards.

F. Specialized Mental Health Services. Childhelp will ensure that the Therapists' client focus will be specialized trauma-focused mental health services designed to meet the unique needs of the children who are victims of abuse and/or neglect and non-offending family members. Specialized trauma-focused mental health services for the child client include, without limitation thereto:

(1) Crisis intervention services.
(2) Trauma-specific assessment including full trauma history.
(3) Use of standardized measurers (assessment tools) initially and periodically.
(4) Family/caregiver engagement.
(5) Individualized treatment plan that is periodically re-assessed.
(6) Individualized evident-informed treatment appropriate for the children and family seen.
(7) Referral to other community services as needed.
(8) Clinical supervision.

G. Materials. Childhelp shall provide a computer, printer, office supplies and counseling resources for the Therapists to perform their duties while at the SWFAC. Childhelp will provide all necessary information technology services related to the Therapists' internet and network access. Installation of any network infrastructure at the SWFAC must be approved by the City's Information Technology Department.

H. Case Management. Childhelp shall provide SWFAC Clients with access to appropriate mental health evaluation and treatment based on the Therapists' assessment. Case management treatment plans shall be provided for SWFAC Clients between 0 and 18 years of age. Therapists may provide crisis intervention during the first advocacy center appointment, as needed and appropriate. Cases shall be reviewed at the weekly clinical supervision meetings as required by subsection C above, or more frequently as needed.

I. Location. Services shall be provided in a designated Childhelp office at the SWFAC located in Goodyear, Arizona. Childhelp shall provide all SWFAC Clients with a copy of the applicable "client's rights" and grievance process as required by Ariz. Admin. Code § R9-20-203.

J. Licenses. Childhelp shall, at its sole cost and expense, obtain and maintain all licenses required by the Arizona Department of Health Services' Office of Behavioral Health Licensing ("ADHS OBHL") regulations and any other applicable federal, state or local law for the provision of the Services under this Agreement.

K. Review. The SWFAC Director and Childhelp's Clinical Supervisor shall meet semi-annually, or more frequently as needed, to review this Agreement and the Services being provided by the Therapists at the SWFAC.

L. Program Data. The Therapists, while maintaining confidentiality, will provide SWFAC with data related to the (1) number of clients served, (2) number of counseling sessions, (3) number and types of prevention education classes and groups provided and (4) general client demographical information on a semi-annual basis.

2.2 SWFAC Roles and Responsibilities

A. Office Space and Materials. SWFAC shall provide Childhelp with office space at its office location for use by the Therapists. The Therapists shall use the office space to conduct all counseling sessions and to complete the necessary clinical documentation and case management of the SWFAC Clients. The office space shall include a telephone landline with voicemail capabilities and a lockable file cabinet for use by Therapists in storing client files. The office space and the file cabinet shall remain locked when not in use by the Therapists.

B. Equipment Usage. SWFAC shall provide copier access to the Therapists. Copier usage by the Therapists shall be for the administration of the Services provided under this Agreement.

C. Review. SWFAC shall ensure that the Director of the SWFAC meets with the Clinical Supervisor or Program Manager on a quarterly basis, or more frequently as needed, to review the Services being provided by the Therapists.

2.3 Client Roles and Responsibilities.

A. Eligibility. SWFAC Clients who receive Services must be primary or secondary victims of child abuse or neglect.

B. Appointments. SWFAC Clients will be required to make contact with a Therapist to schedule an appointment at a mutually suitable time.

3. Compensation. Childhelp shall provide the Services at no cost to the City or SWFAC Clients. The Services shall be funded through Childhelp's operating budget and contracts with other funding agencies.

4. Indemnification. To the fullest extent permitted by law, Childhelp shall indemnify, defend and hold harmless the City and each council member, officer, employee or

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

5. Insurance.

5.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Childhelp, Childhelp shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

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

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

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Childhelp will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Childhelp's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of Childhelp's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Childhelp's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally,

certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate reference to this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

(2) Childhelp's insurance shall be primary insurance with respect to performance of this Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

5.2 Required Insurance Coverage.

A. Commercial General Liability. Childhelp shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Childhelp, products-completed operations, personal injury and advertising injury. The policy shall be endorsed to include coverage for sexual abuse and molestation. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20

10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if Childhelp engages in any professional services or work adjunct or residual to performing the work under this Agreement, Childhelp shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by Childhelp, or anyone employed by Childhelp, or anyone for whose negligent acts, mistakes, errors and omissions Childhelp is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and Childhelp shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above. Confidential information such as the policy premium or proprietary information may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement.

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

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

6. Termination; Cancellation.

6.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Childhelp of written notice by the City.

6.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement, and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days.

6.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Childhelp in the event that the Services are permanently abandoned.

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

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

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

Agreement shall terminate at the end of then-current fiscal year and the City and Childhelp shall be relieved of any subsequent obligation under this Agreement.

7. Miscellaneous.

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

7.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

7.3 Laws and Regulations. Childhelp shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom Childhelp is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

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

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

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

7.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements

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

7.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned by Childhelp without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Childhelp in violation of this provision shall be a breach of this Agreement by Childhelp.

7.9 Subcontracts. No subcontract shall be entered into by Childhelp with any other party to furnish any of the material or services specified herein without the prior written approval of the City. Childhelp is responsible for performance under this Agreement whether or not sub-consultants are used. Failure to pay sub -consultants in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Childhelp.

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

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

7.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles P. McClendon, City Manager

With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.
With copy to:	Southwest Family Advocacy Center 140 North Litchfield Road Goodyear, Arizona 85338 Attn: Debra Olson, Director
If to Childhelp:	Childhelp Inc. 15757 North 78th Street Scottsdale, Arizona 85260 Attn: Maureen Basenberg, Director

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.13 Confidentiality of Records. Childhelp shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers or employees, except as required to perform Childhelp's duties under this Agreement. Persons requesting such information should be referred to the City. Childhelp also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Childhelp as needed for the performance of duties under this Agreement. All data or communications, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted in connection with this Agreement or the performance of the Services is confidential and privileged information (the "Client Records"). Each Party shall retain such Client Records as it may receive or obtain during this Agreement in accordance with ARIZ. REV. STAT. §§ 8-409, 13-4430, ARIZ. ADMIN. CODE § R9-20-302 and any other applicable federal, state or local record retention law. In addition, each party shall maintain the Client Records in accordance with its own internal record retention policy and procedure to the extent such policy and procedure does not conflict with any applicable federal, state or local law. Personal identifying information, financial account information, or restricted Childhelp or SWFAC information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, both Parties must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or

removable storage devices. In the event that a Party discovers, believes or has reason to believe that the confidentiality of Client Records obtained by it in connection with this Agreement or performance of the Services has been compromised; such Party shall notify the other Party and any affected clients.

7.14 Records and Audit Rights. To ensure that Childhelp and its sub-consultants are complying with the warranty under subsection 7.15 below, Childhelp's and its sub-consultants' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Childhelp and its sub-consultants' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Childhelp's and its sub-consultants' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of Childhelp's and its sub-consultants' compliance with the Arizona employer sanctions laws referenced in subsection 7.15 below. To the extent necessary for the City to audit Records as set forth in this subsection, Childhelp and its sub-consultants hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its sub-consultants' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Childhelp pursuant to this Agreement. Childhelp and its sub-consultants shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Childhelp or its sub-consultants reasonable advance notice of intended audits. Childhelp shall require its sub-consultants to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

7.16 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, Childhelp certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that Childhelp submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 6.2 above.

7.17 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

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

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
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)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Childhelp**"

CHILDHELP, INC.,
d/b/a CHILDHELP CHILDREN'S CENTER
OF ARIZONA, a California
non-profit corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2013, by _____, as _____ of CHILDHELP, INC., d/b/a CHILDHELP CHILDREN'S CENTER OF ARIZONA, a California non-profit corporation, on behalf of the corporation.

_____
Notary Public in and for the State of

(affix notary seal here)

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Business Interiors by Staples

MEETING DATE:
July 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Business Interiors by Staples to provide office furnishings for city of Avondale facilities on an as required basis in the amount not to exceed $120,000 over a contract term of 3 years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The city of Avondale wishes to enter into a Cooperative Purchasing Agreement with Business Interiors by Staples to perform necessary furnishings services for city facilities. The contracted services will include design, delivery, installation and re-configurations of new and existing office furnishings on an as required basis.

DISCUSSION:

Staff evaluated the Maricopa County Community College District (MCCCD) contract number 3036-2 for furnishings and related services and determined that this contract fully meets City of Avondale's requirements for such services. The term of the agreement shall be a one year initial term with the ability to renew for 2 successive one year terms.

The City shall pay Contractor an annual amount not to exceed $40,000.00 for the Materials and Services at the unit rates as set forth in the MCCCD Contract. The maximum aggregate amount for this Agreement shall not exceed $120,000.00.

BUDGETARY IMPACT:

The City shall pay the Contractor for the furnishings services on a project by project basis. The total cumulative rate for any work throughout the year will not exceed $40,000.

Funds for the contract purchases has been included in the Parks, Recreation, and Libraries budget line item:

101-5420-00-6320: Contractual Maintenance/Building & Grounds

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Business Interiors by Staples to provide office furnishings for city of Avondale facilities on an as required basis in the amount not to exceed $120,000 over a contract term of 3 years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- CPA - Staples - link

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/32595

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchashing Agreement - Sun Devil Fire Equipment, Inc.

MEETING DATE:
July 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Sun Devil Fire Inc. to provide annual fire suppression system inspection and maintenance for city of Avondale facilities on an as required basis in the amount not to exceed $60,000 over a contract term of 3 years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The city of Avondale wishes to enter into a Cooperative Purchasing Agreement with Sun Devil Fire Inc. to perform necessary fire suppression system testing, inspection and maintenance for city facilities. The contracted services will include annual inspection of fire extinguishers, annual fire suppression system inspection and testing as required by fire code, repair of suppression system components, and general maintenance of existing fire suppression systems in all city facilities.

DISCUSSION:

Staff evaluated the Mohave Educational Services Cooperative contract number 12H-SDFE-0604 for fire extinguisher, suppression system and backflow services and determined that this contract fully meets City of Avondale's requirements for such services. The term of the agreement shall be a one year initial term with the ability to renew for 2 successive one year terms.

The City shall pay Contractor an annual amount not to exceed $20,000.00 for the services required as set forth in the Mohave Contract. The maximum aggregate amount for this Agreement shall not exceed $60,000.00.

BUDGETARY IMPACT:

The City shall pay the Contractor for the services on an as required basis. The total cumulative rate for any work throughout the year will not exceed $20,000.

Funds for the contract servcices has been included in the Parks, Recreation, and Libraries budget line item: 101-5420-00-6320: Contractual Maintenance/Building & Grounds

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Sun Devil Fire Inc. to provide annual fire suppression system inspection and maintenance for city of Avondale facilities on an as required basis in the amount not to exceed $60,000 over a contract term of 3 years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [ ] Cooperative Purchasing Agreement - Sun Devil Fire Equipment Inc.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/32596

CITY COUNCIL REPORT

SUBJECT:
Contract Amendment - S&L Construction for the City Data Center Project

MEETING DATE:
July 1, 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 an amendment to the existing contract with S&L Construction to provide construction services for a refit of the City Data Center for a new total of not more than $127,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In Fiscal Years 2011 and 2012, the City executed three projects to modernize the City's technology infrastructure at the City Data Center. Based on the results of the initiatives, the City positioned itself to refit the City Data Center to meet a number of defined safety and green IT goals. The Information Technology Department (IT) submitted a carryover request for Fiscal Year 2013 to fund these enhancements. The request was approved by City Council and included as part of the IT budget in the City's Annual Budget and Financial Plan for 2013.

The City issued Invitation for Bids IT 13-023 in March 2013 seeking proposals from contractors to renovate the City Data Center at City Hall. S&L Construction was the successful responder to the IFB and was awarded the contract. The City and S&L Construction entered into Contract No. 13712 on May 20, 2013.

DISCUSSION:

The Facilities Division requested that S&L Construction also install the new carpeting required by the City Data Center Project. In addition, there was unplanned work stemming from a condensation line and an electrical box that were missing in the building plans.

These items were discovered during demolition and fall outside of the bid requirements. They must be resolved to meet code requirements and complete the project. The City also requests to add a small additional contingency amount for any final items discovered

BUDGETARY IMPACT:

Construction services for this amendment will increase the project by approximately $17,500, bringing the total for this contract to $127,000. The Information Technology Department has identified the additional funding within its existing budget, under programs 101-5120 and 101-5121.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve an amendment to the existing contract with S&L Construction to provide construction services for a refit of the City Data Center for a new total of not more than $127,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [ ] Contract Amendment

FIRST AMENDMENT
TO
CONTRACT NO. 13712
BETWEEN
THE CITY OF AVONDALE
AND
S & L CONSTRUCTION, LLC,
d/b/a S & L DEVELOPMENTS

THIS FIRST AMENDMENT TO CONTRACT NO. 13712 (this "First Amendment") is made as of July 1, 2013, between the City of Avondale, an Arizona municipal corporation (the "City") and S & L Construction, LLC, an Arizona limited liability company, d/b/a S & L Developments (the "Contractor").

RECITALS

A. The City issued Invitation for Bids IT 13-023 (the "IFB") seeking bids from contractors to renovate the IT Data Center at City Hall (the "Materials and Services"). The Contractor responded to the IFB and the City and Contractor entered into Contract No. 13712, dated May 20, 2013, for the provision of the Materials and 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 it is necessary for the Contractor to complete or cause to be completed certain additional floor covering, HVAC and electrical work relating to the IT Data Center renovation (the "Additional Materials and Services").

C. The City and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Materials and Services and (iii) increase the compensation to the Contractor for the Additional Materials and Services.

AGREEMENT

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

1. Term. The term of the Contract is hereby extended through July 24, 2013.

2. Scope of Work. Contractor shall provide the Additional Materials and Services as set forth in the Change Orders, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Contractor's total compensation under the Contract shall be increased by no more than $17,157.36, from $109,842.64 to an aggregate amount not to exceed $127,000.00 (of which $1,935.12 is an owner's contingency which shall be utilized at the City's sole discretion) for the Additional Materials and Services as set forth in the Change Orders, attached hereto as Exhibit A.

4. 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.

5. 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.

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

[SIGNATURES ON FOLLOWING PAGES]

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 _____, 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]

"**Contractor**"

S & L CONSTRUCTION, LLC,
d/b/a S & L DEVELOPMENTS

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2013, by _____ as _____ of S & L CONSTRUCTION, LLC, an Arizona limited liability company, d/b/a S & L DEVELOPMENTS, on behalf of the limited liability company.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
FIRST AMENDMENT
TO
CONTRACT NO. 13477C
BETWEEN
THE CITY OF AVONDALE
AND
S & L CONSTRUCTION, LLC,
d/b/a S & L DEVELOPMENTS

[Change Orders]

See following pages.

S&L developments
S&L CONSTRUCTION LLC

1324 N. Farrell Ct Ste 117
Gilbert, AZ 85233-1946
Ph : 480-398-2103

Change Request

To: Mark Neerings
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323
Ph: (623) 333-5020

Number: 1
Date: 5/20/13
Job: 13-12001 Avondale IT Room Upgrade
Phone:

Description: Furnish & Install Carpet Tile

We are pleased to offer the following specifications and pricing to make the following changes:

1. Furnish and install Bigelow Bending Earth Carpet Tile and 4" Rubber Base throughout IT Data Center Remodeled office space.
2. Demo existing carpet to remain for new carpet tile installation.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Carpet Tile & Base				$4,357.00		$4,357.00
					Subtotal:	$4,357.00
		General Conditions		$4,357.00	6.00%	$261.42
		Profit & Overhead		$4,618.42	10.00%	$461.84
			Sales Tax	$5,080.26	5.30%	$269.25
					Total:	**$5,349.51**

The schedule will be Unchanged.

If you have any questions, please contact me at (480)398-2103.

Submitted by: Sean Murphy
S & L Construction

Cc:

Approved by: _____
Date: _____

wholesalefloorsllc

8855 N. Black Canyon Highway
Phoenix, AZ 85021-4107

license # K-08 ROC245663
K-48 ROC245662
602.248.7878 phone
602.248.7075 fax

May 17, 2013

SL Construction
Sean Murphy
0
0

RE: **Avondale IT Room Change Order 1**

Listed below you will find the breakdown for the above referenced project.

Credit	Carpet	71	SY	x	-$18.00	=	-$1,278.00
Furnish and Install Bigelow Bending Earth		193	SY	x	$27.00	=	$5,211.00
Furnish and Install 4" Rubber Base		120	LF	x	$1.50	=	$180.00
Demo Exisitng Carpet at New Carpet Tile		122	SY	x	$2.00	=	$244.00

Total **$4,357.00**

EXCLUDED FROM THE ABOVE PRICING UNLESS NOTED OTHERWISE:

1. Applicable tax, overtime labor, demo of existing floor covering and adhesives, furniture moving or lifting of modular systems, abnormal floor pre grinding, shot blasting/removing curing compounds on concrete, leveling, floating, concrete moisture sealing), wood base, waxing or sealing of resil or tile floors, vacuuming carpet, floor protection, providing temporary heat or electricity, and asbestos removal.
2. Standard floor preparation is included to fill level expansion joints and hairline cracks up to 1/8th inch wide only. All other floor prep is considere abnormal and is excluded.
3. All concrete slabs and other cementitious substrates to receive new floor coverings will be tested for moisture content. Floor coverings described i our proposals will only be installed on substrates that meet the manufacturer's accepted requirements. If sealing of concrete is required due to test results, additional costs will be provided.
4. Ceramic Tile Exclusions: Supply of water and power, remove or replace appliances or fixtures, wall prep, slab work, waterproofing other than sh stalls (if any), crack bridging membrane, exterior tile work, cementious or other type of tile backerboard, internal coved corners, epoxy setting or epo grout, metal lath and sealing of tile/grout.

Please call if you have any questions.

Thank you,

Sergio Bakalos

Sergio Bakalos
Account Manager

APPROVED BY:_____

DATE:_____

P.O. / CHECK #:_____

"Commited Through The Whole Sale Since 1979"

S&L developments
S&L CONSTRUCTION LLC

1324 N. Farrell Ct Ste 117
Gilbert, AZ 85233-1946
Ph : 480-398-2103

Change Request

To: Mark Neerings
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323
Ph: (623) 333-5020

Number: 2
Date: 5/29/13
Job: 13-12001 Avondale IT Room Upgrade
Phone:

Description: Relocation of HVAC & Electirical Lines in Existing Walls

Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:

Relocation of unforseen HVAC lines and Electrical Conduits concealed in existing walls to be demolished. Lines ran through existing walls and into slab penetrations for feeding equipment on the 1st floor of the building.

Description	Labor	Material	Equipment	Subcontract	Other	Price
HVAC				$3,410.00		$3,410.00
Electrical				$3,271.00		$3,271.00
					Subtotal:	$6,681.00
		General Conditions		$6,681.00	6.00%	$400.86
		Profit & Overhead		$7,081.86	10.00%	$708.19
			Sales Tax	$7,790.05	5.30%	$412.87
					Total:	**$8,202.92**

If you have any questions, please contact me at (480)398-2103.

Submitted by: Sean Murphy
S & L Construction

Approved by: _____
Date: _____

Cc:

CFM Mechanical LLC
2849 E. Chambers Street
Phoenix, Arizona 85040
(602) 490-3900 Fax (602) 490-3901

Change Order Request

Date: 5/23/2013

Change Order #: 1

To: S&L Developments
1336 S Loback Lane
Gilbert, AZ 85296

Project #: 13-12001

CFM Job: 12-0380

Project Manager: Sean Murphy

Project: Avondale Data Center Upgrades

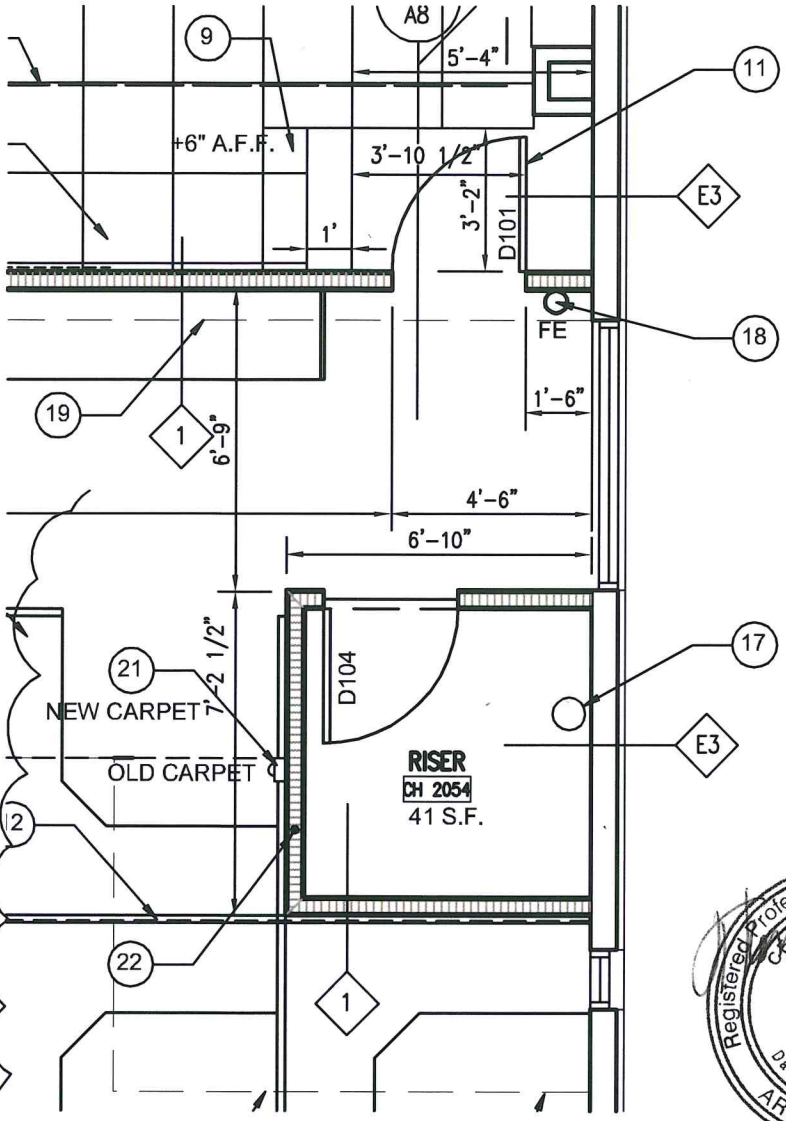
Change Order Description: Relocate 1st Floor IT Room refrigerant line to new wall location. All work during normal business hours
Add: $435.00 for Saturday work

CFM Mechanical must receive signed proposal before any work relating to this change order will commence

Total Labor		$1,685.00	
Materials		$445.00	
A/C Equipment / Service Parts		$0.00	
Equipment Rental		$535.00	
	Subtotal		$2,665.00
Warranty		$0.00	
	Subtotal		$0.00
Subcontractors		$300.00	
	Subtotal		$300.00
Trip Charge		$0.00	
Overhead @ 10%		$296.50	
Profit @ 5%		$148.25	
	Subtotal		$444.75
			$3,409.75
	Total		**$3,410.00**

Acceptance of Proposal: **/ Date:**

Change Order Price is valid for 30 days.
This change order includes only time and direct costs of the changed work and does not include any allowances for resultant delay or increased costs in performing the unchanged portions of the work - claim for which is expressly reserved.



Floor Plan

SCALE: 1/4" = 1'-0"

0 1 2 4 8 16

Key notes

21. Relocated fire alarm horn strobe.
22. Relocated HVAC Refrigerant line to level below.

CITY OF AVONDALE - DATA CENTER UPGRADES

11465 WEST CIVIC CENTER DRIVE
AVONDALE, AZ 85323

FLOOR PLAN

Sheet Number

A6

June 13,2013

ACCEPTANCE

We hereby reviewed the proposal and accept the terms and conditions, for the total base sum of: **$3,271.00**

S & L DEVELOPMENTS
Att: SEAN MURPHY

CITY OF AVONDALE IT ROOM UPGRADE

Re: **COR # 1 RELOCATION OF UNFORSEEN CONDUITS IN WALL FOR HVAC UNITS. THE CONDUITS HAD TO BE RELOCATED AND NEW WIRE PULLED TO UNITS.**

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Proposal Submitted by and accepted by: *WES MARSH*

Wes Marsh
Project Manager/ Estimator
REYNOLDS ELECTRIC
Office: 623-780-2008
Mobile: 623-341-1658
Fax: 623-780-2018

JOB #1010: ID 000013
JOB NAME WES SMALL JOBS 13
EST. #01: ID 000013
ESTIMATE WES SMALL JOBS 13
DATE/TIME 5/29/2013 10:45:31 AM
DATA SET #4: RSQ ELEC.10-10-08

id: #26 - COR # 1 AVONDALE IT ROOM UPGRADI

R Squared Electric
20801 N. 19th Ave. Suite1
Phoenix AZ 85027, AZ 85027
623-780-2008
(fax #)
wesm@rsquaredelectric.net

Index	Description	Reference T...	Reference	Ref Amount	Operation	Rate	Amount	Ref Only
1	MATERIAL TOTAL:	Material	Total	1,260.53	*	1.00	1,260.53	☐
2	SUBTOTAL						1,260.53	☐
3	**********						0.00	☐
4	FIXTURE QUOTES:						0.00	☐
5	SWITCHGEAR QUOTES:						0.00	☐
6	MISC. QUOTES						0.00	☐
7	SUBTOTAL						0.00	☐
8	**********						0.00	☐
9	*DIRECT LABOR:						0.00	☐
10	AVERAGE RATE	Labor	Total	30.00	*	45.00	1,350.00	☐
11	FOREMEN RATE						0.00	☐
12	JOURNEYMEN RATE						0.00	☐
13	APPRENT. RATE						0.00	☐
14	SUBTOTAL						1,350.00	☐
15	**********						0.00	☐
16	*INDIRECT LABOR:						0.00	☐
17	PROJECT MANAGER TIME	Calculated		0.50	*	55.00	27.50	☐
18	SUBTOTAL						27.50	☐
19	**********						0.00	☐
20	*NON-PROD. LABOR:						0.00	☐
21	G.F OR SUPER HRS	Labor	Total	30.00	%	10.00	3.00	☑
22	G.F. OR SUPER RATE	Component	21	3.00	*	50.00	150.00	☐
23	OVERTIME	Calculated		0.00	*		0.00	☐
24	SUBTOTAL						150.00	☐
25	**********						0.00	☐
26	*DIRECT JOB EXP:						0.00	☐
27	EQUIPMENT RENTAL						0.00	☐
28	TOOLS EXPENDABLE	Material	Total	1,260.53	%	3.50	44.12	☐
29	MISC. JOB EXPENSE						0.00	☐
30	SUBTOTAL						44.12	☐
31	**********						0.00	☐
32	*SUB CONTRACTS:						0.00	☐
33	TRENCHING						0.00	☐
34	RIGGING						0.00	☐
35	TESTING						0.00	☐
36	CONCRETE						0.00	☐
37	SUBTOTAL						0.00	☐
38	**********						0.00	☐
39	JOB SUBTOTAL						2,832.15	☐
40	**********						0.00	☐
41	*MARKUPS/OVERHEAD:						0.00	☐
42	FLAT MARKUP %	Component	39	2,832.15	%	10.00	283.22	☐
43	JOB TOTAL						3,115.37	☐
44	**********						0.00	☐
45	PROFIT	Component	43	3,115.37	%	5.00	155.77	☑
46	JOB TOTAL + PROFIT	Component	45	155.77	*	1.00	3,271.14	☐
47	**********						0.00	☐
48	BID TOTAL						3,271.14	☐

JOB #1010: ID 000013
JOB NAME WES SMALL JOBS 13
EST. #01: ID 000013
ESTIMATE WES SMALL JOBS 13
PRINTED 5/29/2013 10:43:46 AM
DATA SET #4: RSQ ELEC.10-10-08

NOTES

COR # 1 AVAONDALE IT ROOM UPGRADE

R Squared Electric
20801 N. 19th Ave. Suite1
Phoenix AZ 85027, AZ 85027
623-780-2008
(fax #)
wesm@rsquaredelectric.net

MATERIAL Discounted Pricing
LABOR Primary Labor

Item				Material		Labor	
Size	Item Desc	Qty	UOM	Mat Unit	Mat Ext	Labor	Lbr Ext
	3/4" FLEX TO EMT COUPLING	4.00		1.61	6.45		0.0000
	XXXXXXXXXXXXXXXXXXXXXXXXXXX...	1.00		Skip	0.00	Skip	0.0000
	LABOR DANIEL	1.00		Skip	0.00	15.0000	15.0000
	LABOR DONALD	1.00		Skip	0.00	15.0000	15.0000
3/4"	EMT	60.00	FEET	0.42	24.96		0.0000
3/4"	EMT DC SS CONN	2.00	EACH	0.85	1.69		0.0000
3/4"	EMT DC SS COUP	6.00	EACH	0.65	3.90		0.0000
	#12 GRD PIGTAIL	4.00	EACH	0.44	1.77		0.0000
	CADDY 350 BOX SUPT	4.00	EACH	0.45	1.82		0.0000
3/4"	FLEX CONDUIT	100.00	FEET	0.69	68.90		0.0000
3/4"	FLEX STR. CONN	6.00	EACH	4.60	27.61		0.0000
4-11/16 SQ B...	2-1/8D 1/2 & 3/4 KO	4.00	EACH	3.33	13.31		0.0000
4-11/16	4 11/16 BLANK COVER	4.00	EACH	0.79	3.17		0.0000
10	THHN STR CU	5,000.00	FEET	0.22	1,105.00		0.0000
	SCOTCHLOCKS-RED	25.00	EACH	0.08	1.95		0.0000
Grand Totals					1,260.53		30.0000

Reynolds Electric

Commercial - Industrial - Design Build Electrical Contractors

10801 N. 24th Ave., Suite 113, Phoenix, Arizona 85029
Office: (623) 780-2008 • Fax: (623) 780-2018
ROC K-11 250396 • www.reynoldselectricaz.com

BILL TO: J & L Construction

PHONE	DATE OF ORDER 5-23-13
ORDER TAKEN BY Donald A.	JOB NO. 05 13 14
☐ CONTRACT ☐ WARRANTY ☒ T&M	
JOB NAME Avondale it upgrade	CUSTOMER'S ORDER NUMBER
JOB LOCATION	
JOB PHONE	STARTING DATE 5-23-13

DESCRIPTION OF WORK

Relocat two Existing 3/4in conduits in it room # 20416 From west wall to new location in it room # 20416. wich Fed Existing AC units From LPS Panels LPSB & RPSB on the first floor.

MATERIAL

QTY	MATERIAL	UNIT	COST
60'	3/4 EMT		
6	3/4 EMT SS conn		
6	3/4 EMT SS coupln		
100'	3/4 Alum Flex		
6	3/4 Alum Flex conn		
4	3/4 EMT To Flex Coupling		
4	4 11/16 Boxes		
4	4 11/16 Blanks		
4	# 10 ground pig tails		
25	red wire Nuts		
4	3/4 conduit Box supports		
500'	# 10 THHN Brow		
500'	# 10 THHN Orange		
500'	# 10 THHN Yellow		
500'	# 10 THHN Grey		
500'	# 10 THHN Green		
500'	# 10 THHN Black		
500'	# 10 THHN red		
500'	# 10 THHN Blue		
500'	# 10 THHN white		
500'	# 10 THHN green		

LABOR

NAME	HOURS	RATE	COST
Daniel O.	15		
Donald A.	15		
	30 hrs		
TOTAL LABOR			

SUMMARY

MATERIAL		
LABOR		
OTHER		
TAX		
TOTAL		

WORK AUTHORIZED BY: (signature) _____
WORK MUST HAVE SIGNATURE FOR TIME AND MATERIALS ON WORK OR CHANGE ORDERS

WORK IS ☐ NOT ☒ COMPLETE

WHITE COPY - OFFICE YELLOW COPY - CUSTOMER

1324 N. Farrell Ct Ste 117
Gilbert, AZ 85233-1946
Ph : 480-398-2103

Change Request

To: Mark Neerings
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323
Ph: (623) 333-5020

Number: 4
Date: 6/17/13
Job: 13-12001 Avondale IT Room Upgrade
Phone:

Description: Recess panel, conduit, and device boxes for FM-200 system

Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:

Provide all labor, material, and equipment to Cut & Patch Drywall and install Panel, Conduit, and Device Boxes recessed into existing walls in the Server room in lieu of surface-mounted installation.

Description	Labor	Material	Equipment	Subcontract	Other	Price
FM-200 System				$1,360.00		$1,360.00
					Subtotal:	$1,360.00
		General Conditions		$1,360.00	6.00%	$81.60
		Profit & Overhead		$1,441.60	10.00%	$144.16
			Sales Tax	$1,585.76	5.30%	$84.05
					Total:	**$1,669.81**

If you have any questions, please contact me at (480)398-2103.

Submitted by: Sean Murphy
S & L Construction

Approved by: _____
Date: _____

Cc: Ken Pratt (Sun Engineering, LLC)

Sean Murphy

From: Blake Brommer [blakeb@Aidantfire.com]
Sent: Friday, June 14, 2013 11:41 AM
To: Sean Murphy (SL)
Subject: City of Avondale FM-200

Sean, Mark asked me to send you pricing for us to recess the equipment for the City of Avondale FM-200 system.

The total change order would be $1,360.00

Thank you,

Blake Brommer
Aidant Fire Protection
Office: 480-607-4600
Cell: 602-930-2190
Blakeb@aidantfire.com

Sent from my iPhone

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement – Stanley Consultants, Inc. – City Center Phase 3

MEETING DATE:
July 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Service Agreement with Stanley Consultants, Inc. to provide construction inspection services for the City Center Phase 3 and Transit Center in the amount of $75,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On June 17, 2013, City Council approved a construction contract with Combs Construction for the City Center Phase 3, Transit Center and Off-Site Improvements Project. The project is anticipated to start during the first part of July and continue until the first part of December 2013.

DISCUSSION:

Currently, the Development and Engineering Services Department does not have any Engineering Construction Inspectors to conduct construction inspection services. Due to the size, scope of the improvements and length of contract time, a full time inspector is required for approximately five months during the duration of the Combs construction contract.

Stanley Consultants, Inc. (Stanley) will be performing construction inspection services as needed and required to ensure that all civil related construction performed by Combs Construction for the City Center Phase 3, Transit Center and Off-Site Improvements Project is completed per the City approved plans and specifications and in accordance with all applicable Federal, State, County and City laws, codes, ordinances, and regulations.

Stanley will be paid an amount up to and not to exceed $75,000 for the construction services set forth in the scope of work and at the rates set forth in the Stanley fee proposal. Stanley will report directly to Engineering staff as required or needed. Engineering staff will continue to provide construction administration and management for the project.

Through the City's Procurement Policy; where qualified, competent professional consultants are chosen for an on-call selection list, a staff committee selected Stanley Consultants Inc. for this Project.

Schedule:

The construction inspection services will basically follow and parallel the Combs Construction contract for the City Center Phase 3, Transit Center and Off-Site Improvements Project estimated to be from July 1 to December 1, 2013.

BUDGETARY IMPACT:

Funding for this Project is available in FY13-14 CIP Street Fund 304-1261, Transit Fund 333-1276, City Center Transit Center, Sewer Fund 513-1047 and Water Fund 514-1057.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Stanley Consultants, Inc. to provide construction inspection services for the City Center Phase 3 and Transit Center in the amount of $75,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA - Stanley - link

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/32594

CITY COUNCIL REPORT

SUBJECT:
Resolution 3119-713 - Intergovernmental Agreement - Maricopa County Community College District for Fire Training Facility

MEETING DATE:
July 1, 2013

TO: Mayor and Council

FROM: Paul Adams, Fire Chief 623-333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and Council adopt a Resolution approving an Intergovernmental Agreement with the Maricopa County Community College District (MCCD) for use of the 4th street fire training facility.

BACKGROUND:

Avondale Fire-Rescue has had a long standing cooperative relationship with Estrella Mountain Community College (EMCC) supporting fire service training and education. For a number of years Avondale Fire-Rescue has been working with EMCC to create a Firefighter I & II training program as part of the college offerings. After a great deal of work by a number of parties the program was created and a pilot class was offered during the fall semester in 2012. The program follows the national standards for initial firefighter training and meets all state requirements for firefighter certification. The initial pilot course was very successful and based on that success the course will be offered again this fall.

DISCUSSION:

In order to ensure the continued success of the Firefighter I & II program an appropriate skills training area is necessary. For the pilot program EMCC worked with the Avondale Fire-Rescue training staff to coordinate the college use of the Avondale/Goodyear fire training site located at 4th Street and Lower Buckeye Road in Avondale. The college wishes to formalize their ability to continue to utilize that facility to support the program going forward through approval of an Intergovernmental Agreement (IGA).

Approval of the IGA would allow EMCC to utilize the Avondale/Goodyear fire training site to support the Firefighter I & II program on an as needed basis following coordination with the Avondale Fire-Rescue training staff. Through the agreement EMCC will be authorized to utilize the site and equipment and will be responsible for any maintenance necessary due to their use of the facility.

EMCC use will comply with existing policies governing use of the facility and approval from the city must be obtained by the college prior to any facility use. The college will be allowed to place a storage container on the site and must provide all disposable materials required to support their program.

The initial term of the agreement expires May 31, 2014 and may be renewed for successive one-year terms upon the approval of the MCCD and Avondale City Manager. EMCC will be required to maintain appropriate levels of insurance to cover use of the facility and the agreement may be canceled upon 60-days notice by either party.

The IGA will further strengthen the cooperative relationship between Avondale and EMCC and the FIrefighter I & II program will provide a pool of certified firefighter candidates that will be available for future hiring processes, which has the potential of reducing future recruit training costs.

BUDGETARY IMPACT:

There is no budgetary impact associated with this IGA

RECOMMENDATION:

Staff recommends that the Mayor and Council adopt a Resolution approving an Intergovernmental Agreement with Maricopa Community College District for use of the 4th street fire training facility.

ATTACHMENTS:

Click to download

- Resolution 3119-713

RESOLUTION NO. 3119-713

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT RELATING TO FIRE TRAINING FACILITY USAGE.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County Community College District relating to use of the Avondale Fire Training Facility (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, July 1, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3119-613

(Agreement)

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
FOR
FIRE TRAINING FACILITY USAGE

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of May 4, 2013, between the City of Avondale, an Arizona municipal corporation ("Avondale" or the "City") and Maricopa County Community College District, an Arizona community college district ("MCCCD"). Avondale and MCCCD are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Avondale owns and operates the Avondale Fire Training Facility located at 395 East Lower Buckeye Road (the "Facility"). Avondale utilizes the Facility for fire personnel training.

B. MCCCD desires to utilize the Facility to provide practical fire science training to students in the Estrella Mountain Community College Fire Academy Program (the "Program").

B. Avondale and MCCCD are authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952.

C. Avondale and MCCCD desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to MCCCD's usage of the Facility.

AGREEMENT

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

1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 31, 2014 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for successive one-year terms (each, a "Renewal Term") if (i) MCCCD deems the Agreement to be in the best interests of MCCCD, (ii) at least 30 days prior to the end of the then-current term of the Agreement, MCCCD requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing as evidenced by the signature thereon of the City Manager, whose approval may be withheld for any reason. MCCCD's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this

Agreement; provided, however, that the City may, with the agreement of MCCCD, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. MCCCD Authorized Use. MCCCD may:

2.1 Usage. Use the Facility to provide practical fire science training to students in the Program. MCCCD shall provide a list of predetermined dates and times for the Program's use of the Facility not later than May 1 of each year of the Term, which list shall be subject to review and approval by the City. Once approved by the City, MCCCD shall be permitted to use the Facility on the scheduled days until a replacement schedule is submitted and approved. In addition to the scheduled use, MCCCD may use the Facility for Program-related uses at other times, subject to prior approval of the City. During such additional use times, MCCCD's use of the Facility shall not interfere with Avondale's use of the Facility by the City of any other City-authorized user.

2.2 Equipment. Utilize all Avondale training equipment located at the Facility during Program activities.

2.3 Storage. Place one 30 foot storage container at the Facility for the purpose of storing Program equipment. Avondale shall determine the appropriate location at the Facility to store the container. Avondale shall not be liable for damage to or theft of any MCCCD property stored at the Facility.

3. Maintenance. MCCCD shall take precautions to keep the Facility and all City equipment located at the Facility in good condition. MCCCD shall restore the Facility to its previous condition, normal wear and tear excepted, by the end of the work day following the Program activity, whether scheduled or unscheduled. The City shall provide general maintenance to the Facility to maintain the Facility in good condition for MCCCD use.

4. Policies and Procedures. MCCCD shall abide by the written policies and procedures of the Facility. Avondale shall provide MCCCD with a copy of the Facility policies and procedures.

5. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

6. Materials. Avondale has no obligation to provide equipment or materials to the Program, except as otherwise specifically set forth in this Agreement.

7. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

8. Termination; Cancellation.

8.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 60 days' written notice to the other Party.

8.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

9. Miscellaneous.

9.1 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9.2 Laws and Regulations. Both Parties shall keep fully informed and shall at all times during the performance of their duties under this Agreement ensure that they and any person for whom the Parties are responsible for abide by, and remain in compliance with, all rules, regulations, ordinances, statutes or laws, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration standards.

9.3 Amendments. This Agreement may be modified only by a written amendment approved by the Parties' respective governing bodies and signed by persons duly authorized to enter into contracts on behalf of the Parties. Any attempt at oral modification of this Agreement shall be void and of no effect.

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

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

9.6 Assignment; Delegation. No right or interest in this Agreement shall be

assigned by MCCCD without prior, written permission of Avondale, signed by the City Manager, or authorized designee. Any attempted assignment or delegation by MCCCD in violation of this provision shall be a breach of this Agreement by MCCCD.

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

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

9.9 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Avondale:	City of Avondale 11465 West Civic Center Drive, Suite 220 Avondale, Arizona 85323 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.
If to MCCCD:	Maricopa County Community College District Office of the General Counsel 2411 West 14th Street Tempe, Arizona 85281 Attn: Margaret E, McConnell, General Counsel

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being

given to a recognized overnight delivery service, with the Party giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

9.11 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

9.12 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

10. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

11. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If either Party determines that the other Party submitted a false certification, the Party making such determination may impose remedies as provided by law including terminating this Agreement.

12. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party and each council/board member, officer, employee or agent thereof (the Party being indemnified and any such person referred to herein as an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities,

costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions in connection with use of the Facility by the other Party, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage secured by the indemnifying Party will in no way be construed as limiting the scope of the indemnity in this Section.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signature set forth below.

"**Avondale**"	"MCCCD"
CITY OF AVONDALE, an Arizona municipal corporation	MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT, an Arizona community college district
_____	_____
Charles McClendon, City Manager	
ATTEST:	ATTEST:
_____	_____
Carmen Martinez, City Clerk	

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Andrew J. McGuire Avondale City Attorney	Margaret E. McConnell General Counsel

CITY COUNCIL REPORT

SUBJECT:
Resolution 3123-713 - First Amendment to the Grantee Agreement with First Things First Southwest Maricopa Regional Partnership Council

MEETING DATE:
July 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council adopt a resolution authorizing the first amendment to the grantee agreement with First Things First Southwest Maricopa Regional Partnership Council to receive funding for the provision of services to families with children under five years of age and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Arizona Early Childhood Development and Health Board, known as First Things First, is a State agency established by voter initiative to support a voluntary system of early care and education. The objective is to provide an array of education and health programs for families with children from birth to age five. The Southwest Maricopa Regional Partnership Council (Regional Council) represents Avondale and surrounding communities and is charged with making strategy and funding recommendations to the First Things First Board.

DISCUSSION:

The scope of work for the grant addresses the priority areas of the Regional Council and enhances the services provided out of the Care1st Avondale Resource and Housing Center. The Center connects families to services that suppport parents, early childhood care and education, housing and health services. Avondale staff provide information and referrals for families and also conduct outreach efforts to educate the public and organizations that serve families at the Center. Other agencies serving families are invited to use the community training room and to locate a satellite office in the Center whenever possible. In addition, health insurance enrollment services are offered at the Center through a subgrant with a community-based organization.

The grant agreement provides an award of up to $175,000. A subgrant of approximately $45,000 will be provided to extend the contract with a non-profit organization to conduct on-site health insurance enrollment. In addition, approximately $36,000 will be utilized for contracted services in the areas of early childhood development, performance indicators and program evaluation. The remaining funds will be used to support staff costs and supplement operational revenues.

BUDGETARY IMPACT:

No matching funds are required to receive this grant, and the General Fund will not be impacted.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution authorizing first amendment to the grantee agreement with First Things First Southwest Regional Partnership Council.

ATTACHMENTS:

Click to download

- Resolution 3123-713

RESOLUTION NO. 3123-713

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE GRANTEE AGREEMENT WITH THE FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

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

SECTION 1. The First Amendment to the Grantee Agreement with the First Things First Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board relating to services at the City of Avondale Family Resource Center (the "First Amendment") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, July 1, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3123-713

[First Amendment]

FIRST THINGS FIRST *Ready for School. Set for Life.*	**Grant Renewal Amendment Notification**		Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5000 (602) 265-0009 fax
	Grant Renewal/2014 Grant Award **#** GRA-RC007-13-0496-01-Y2 Southwest Maricopa Regional Partnership Council Family Resource Centers	Page 1 of 1	

CONTRACTOR:

City of Avondale

PURPOSE OF AMENDMENT:

1. Pursuant to the Special Terms and Conditions, Contract Renewal, for the above referenced grant award, the State of Arizona hereby exercises its sole option to renew the grant award number referenced above. The renewal award period is July 1, 2013 through June 30, 2014.

2. Total award amount for the grant period is $175,000.00.

3. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.

4. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents, and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment	The above referenced amendment is hereby executed effective July 1, 2013 once signed and dated below:
Signature	Josh Allen CFO/COO
Name	Date
Title	
Date	

CITY COUNCIL REPORT

SUBJECT:
Resolution 3124-713 - Pre-Annexation Agreement with the Roman Catholic Church of the Diocese of Phoenix

MEETING DATE:
July 1, 2013

TO: Mayor and Council

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

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

PURPOSE:

Staff is requesting that the City Council adopt a Resolution approving a Pre-Annexation Agreement with Thomas J. Olmstead, Bishop of the Roman Catholic Church of the Diocese of Phoenix, a Corporation Sole, and authorize the Mayor or City Manager and City Clerk to execute the agreement.

BACKGROUND:

The Diocese of Phoenix owns approximately 10.1 acres of property located at the southwest corner of Illini Street and 125th Avenue (Exhibit A). Major cross streets for this site are Broadway Road and El Mirage Road. This property, currently under the jurisdiction of Maricopa County, is the subject of an application for annexation into the municipal limits of the City. Upon annexation, the property will be zoned RR-43 (Rural Residential), a comparable zoning district to the property's existing RU-43 (Rural 43) Maricopa County zoning.

The property owner has pursued development of the subject property with Maricopa County and has been given approval of building and grading plans by the County that allow for the placement of a modular building on the site. The building is to be used as an after-school recreational youth center. However, the developer desires to connect the new modular building into the City's water and sewer systems. The City's policy is to only provide for new water and sewer connections if a property is located within the corporate limits of Avondale. As such, the property owner is pursuing annexation in order to obtain City water and sewer service for the new modular building.

Staff has determined that encouraging the development of the property pursuant to this Agreement will result in public purpose benefits to the City and its residents by, among other things (i) the dedication of right-of-way to allow for the future completion of 125th Avenue, and (ii) ensuring all future development on the site will conform to the City's standards for design and safety.

DISCUSSION:

The proposed agreement imposes specific requirements on both the City and the property owner, as follows:

Annexation Process:

- The Developer shall annex into the City to obtain water and sewer service to the modular facility.
- The City shall develop the legal description and ordinance for the annexation of the project into the City.

Completion of 125th Avenue

- The Developer shall provide the results of the survey and legal descriptions to dedicate a 30' wide strip of land along their eastern property boundary for the use of public right-of-way for the future widening of 125th Avenue.
- The City will develop the legal documentation to dedicate the 30' wide strip of right-of-way for 125th Avenue.

Acceptance of Substandard Plans and City Indemnification

- The plans approved by the County for this project do not meet City requirements for grading and drainage, building, zoning, architectural design, or paving. As part of this agreement, the City will not require the building plans, elevations, site plan, grading and drainage, nor the on-site paving plans to meet City standards for this phase of development as the development is not annexed into the City at this time.
- The Developer will indemnify the City from all liability pertaining to the County permitting of the building, grading and drainage, and on-site paving plans.

Water and Sewer Service

- The Developer shall submit water and sewer plans for this development meet the City of Avondale requirements.
- The City will issue a construction permit for the water and sewer improvements, without delay as soon as the plans meet the City's engineering requirements.

Future Planning and Development

- The Property Owner will be required to submit an application to the City for a General Plan Amendment, changing the land use designation from Open Space to Low Density Residential, a category that allows for churches and schools.
- The property owner will be required to submit an application to the City for a Conditional Use Permit, which is required for churches/private schools located at the intersection of two collector streets in the RR-43 (Rural Residential) Zoning District.
- The City will require that all future improvement plans meet the City of Avondale requirements, including but not limited to, requirements for grading, drainage, architecture, zoning, and paving.

Staff believes this agreement is fair and equitable to both parties. The developer is provided assurances of the City's intent to provide City water and sewer service for the facility that has already been approved by Maricopa County. The City is provided with the additional right-of-way required to complete 125th Avenue and assurances that future development of the site, not to include the immediate phase, will meet all City requirements that produce higher quality development than the Maricopa County standards the property is currently subject to.

BUDGETARY IMPACT:

The budgetary impact of this agreement is minimal to include the acquisition 125th Avenue right-of-way at no cost through dedication by the developer, saving money from any potential future condemnation.

The City should see an increase in revenue from water service to the property as the building area on the site is increased.

RECOMMENDATION:

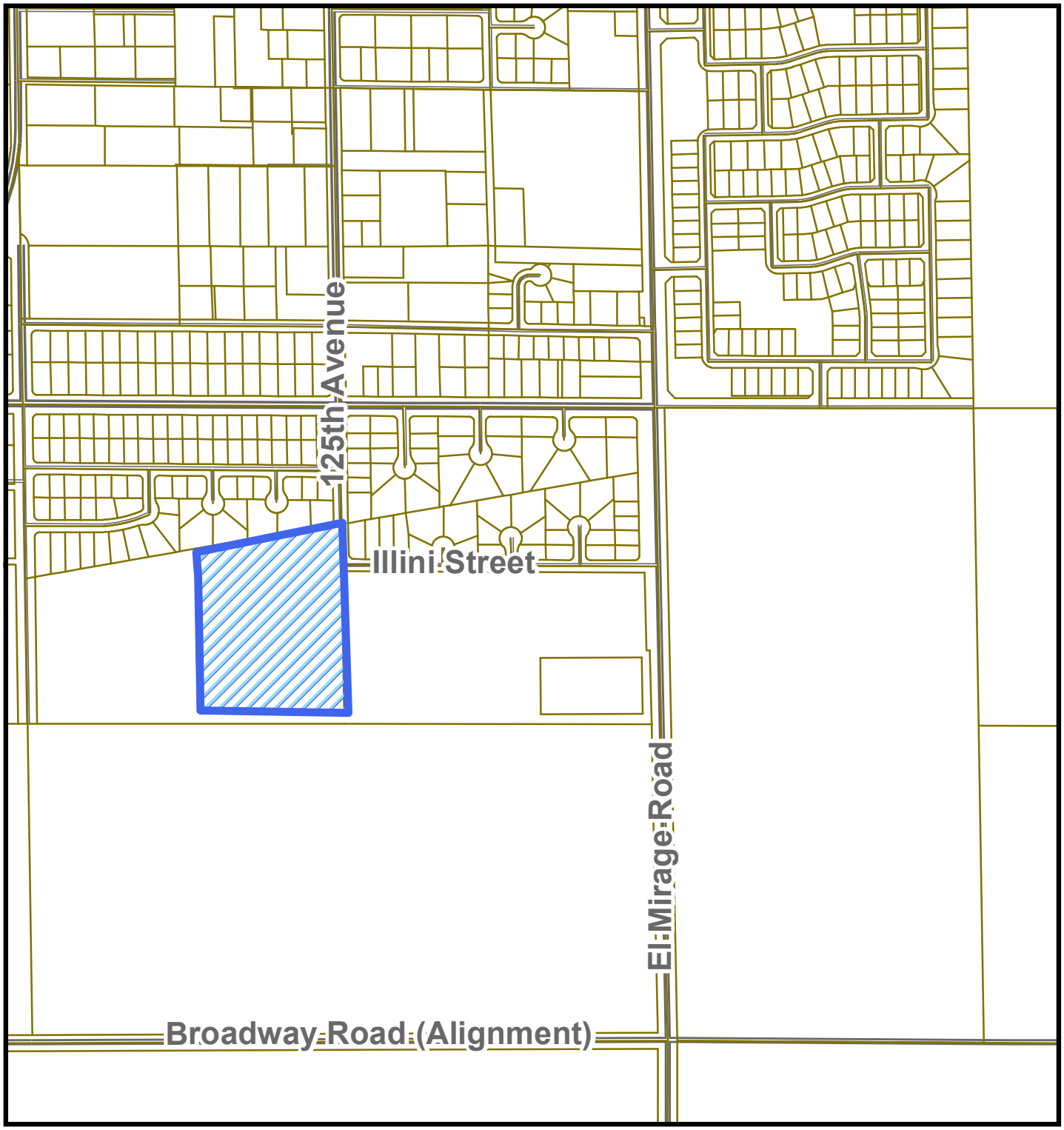
Staff recommends that the Mayor and City Council adopt a Resolution approving a Pre-Annexation Agreement with Thomas J. Olmstead, Bishop of the Roman Catholic Church of the Diocese of Phoenix, a Corporation Sole, and authorize the Mayor or the City Manager and City Clerk to execute the agreement.

ATTACHMENTS:

Click to download

- Exhibit A - Vicinity Map
- Resolution 3124-713

Exhibit A



Vicinity Map

Avondale

Subject Property

RESOLUTION NO. 3124-713

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF PHOENIX.

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

SECTION 1. The Pre-Annexation Development Agreement with the Roman Catholic Church of the Diocese of Phoenix (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, July 1, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3124-713

[Pre-Annexation Development Agreement]

See following pages.

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (this "Agreement") is entered into _____, 2013 (the "Effective Date"), by and between the **City of Avondale**, an Arizona municipal corporation (the "City") acting by and through the Mayor and City Council (the "Council") and **St. John Vianney Roman Catholic Parish Goodyear**, an Arizona corporation (the "Owner"). The City and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the annexation and development of such property.

B. The Owner owns approximately ±10.07 gross acres of real property located adjacent to the corporate limits of the City in unincorporated Maricopa County, Arizona, legally described in Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein by reference (the "Property"). The Owner acquired title to the Property by virtue of that certain Special Warranty Deed recorded on November 16, 2012 in the Official Records of Maricopa County, Arizona as Document No. 2012-1046913, which Special Warranty Deed is attached hereto as Exhibit E and incorporated herein by reference. The Owner has received approval from Maricopa County for building, grading and drainage plans for new facilities on the Property (the "New Facilities"). The Owner desires to receive municipal water and sewer services from the City for its New Facilities.

C. The City requires that, in order to provide municipal services to the Property, the Property must be annexed into the corporate limits of the City.

D. Pursuant to A.R.S. § 9-471(L) the City is required, upon annexation, to adopt a zoning classification for the Property that permits density and uses no greater than those permitted by Maricopa County immediately before the annexation.

E. The Property is currently zoned RU-43 (Rural Zoning District – One Acre Per Dwelling Unit) in Maricopa County. The City's equivalent zoning category is RR-43 (Rural Residential).

F. The Property is designated as Open Space and Parks in the City's General Plan 2030, which would require an amendment in order to accommodate the City's RR-43 Zoning.

G. In addition to the necessary General Plan Amendment, the Property would require issuance of a conditional use permit by the Council to permit its use as a place of worship.

H. The Owner desires to have the Property annexed by the City (the "Annexation") and to receive Council approval of (i) the necessary change to General Plan 2030 (the "General Amendment") and (ii) a conditional use permit (the "CUP").

I. The City desires to annex the Property into the corporate limits of the City, to be developed as an integral part of the City, to provide for the orderly, controlled, and quality growth in the area, to improve and enhance the economic welfare of the residents of the City and to ensure that the Property is developed to City standards.

J. The City has determined that encouraging the development of the Property pursuant to this Agreement will result in significant planning, economic, and other public purpose benefits to the City and its residents by, among other things (i) dedication of land for future construction of certain public improvements and (ii) the development of the Property in a manner consistent with the City's General Plan.

K. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05, to facilitate the Annexation and development of the Property by providing for, among other things, conditions, terms, restrictions, and requirements for the annexation of the Property by the City and other matters related to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Term. This Agreement shall commence upon the Effective Date and shall remain in full force and effect for a period of 15 years from the Effective Date, after which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the Parties (the "Term").

2. Annexation.

2.1 Annexation Process. In accordance with A.R.S. § 9-471, the Owner shall submit a petition for annexation to the City not later than the Effective Date, and thereafter the Owner shall take all steps necessary to ensure that the annexation requirements are met sufficiently to allow Council consideration of the annexation request not later than 180 days following the Effective Date. Upon receipt of the necessary materials from the Owner, the City staff shall submit the final annexation ordinance for the Property (the "Annexation Ordinance") to the Council for its consideration.

2.2 Initial Zoning. As part of the approval of the final Annexation Ordinance annexing the Property into the corporate limits of the City, the Parties agree that the City is mandated to designate the Property as RR-43 under the City's zoning ordinance.

2.3 Concurrent Approvals. Not later than 180 days following the Effective Date, the Owner shall take all steps necessary and shall submit all documentation and information necessary for the City to process the General Plan Amendment and the CUP. The City shall use its best efforts to process the General Plan Amendment and the CUP at the same meeting as the Annexation Ordinance is considered by the Council.

3. Rights Run with the Land. The rights established under this Agreement are attached to and run with the Property. The Owner and its successors are entitled to exercise the rights granted pursuant to this Agreement, the General Plan Amendment, and the CUP. Within ten days after any assignment hereunder, Owner shall provide written notice of the assignment to the City, which notice shall include the name and address of the assignee. Upon the Owner obtaining and delivering to the City its successor's written acknowledgment and acceptance of this Agreement and agreement to comply with the obligations contained in this Agreement, the Owner shall be relieved of its obligations hereunder and the City shall look only to the Owner's successor for performance of the Owner's duties herein. The Owner shall only be liable for performance of the Owner's obligations under this Agreement during the period the Owner owns a portion of the Property.

4. Owner Responsibilities. In addition to the Owner's responsibilities to diligently complete all necessary steps related to the Annexation, General Plan Amendment and CUP as set forth in Section 2 above, Owner shall be responsible for the following:

4.1 Roadway Dedication and Improvements.

A. Dedication Upon Completion of Improvements. Not later than 180 days after the Effective Date, the Owner shall provide results of survey and legal descriptions and shall execute all documents necessary to dedicate to the City a 30' wide strip of land along the eastern boundary of the Property, which is generally depicted on Exhibit C, attached hereto and incorporated herein by reference (the "Roadway Dedication Parcel"), to be used for the future widening of and improvements to 125th Avenue.

B. Environmental Assessment. Prior to commencing the Roadway Improvements pursuant to Subsection 4-1(C) below, the Owner shall cause to be completed such environmental assessments of the Roadway Dedication Parcel as are necessary to ensure the City that the Roadway Dedication Parcel is free from environmental contamination. The Owner shall provide the City with the results of the environmental assessment not less than 15 days prior to commencing construction of the Roadway Improvements (as defined in Subsection 4.1(C) below). In the event that the initial environmental assessment (commonly referred to as a Phase I Assessment) indicates the need for (1) further assessment (commonly referred to as a Phase II Assessment) or (2) remediation of an environmental hazard discovered within the Roadway Dedication Parcel, the Owner shall delay commencement of construction of the Roadway Improvements until such additional environmental assessment is concluded and

Owner has completed any necessary remediation prior to construction of the Roadway Improvements.

C. Roadway Improvements. Prior to dedication of the Roadway Dedication Parcel, the Owner shall complete the improvements to 125th Avenue (the "Roadway Improvements") as set forth in the plan set prepared by Site Consultants, Inc., date stamped January 20, 2012 (the "County Plans"), attached hereto as Exhibit D and incorporated herein by reference. Thereafter, the Owner shall complete the remaining roadway improvements for the entire length of 125th Avenue adjacent to the Property upon the earlier to occur of (1) the City completing improvements to 125th Avenue to the north of the Property or (2) Owner applying for a permit from the City to construct any further improvements on the Property.

D. Water/Sewer Improvements. The Owner shall timely submit for review professionally engineered plans for the water & sewer improvements necessary for the New Facilities on the Property in accordance with all applicable City codes, regulations and standards (the "Water/Sewer Plans"). After approval of the Water/Sewer Plans by the City, the Owner shall construct the necessary improvements benefitting the Property according to the Water/Sewer Plans and in conformity with all applicable City codes, regulations and standards.

4.2 Hold Harmless. The Owner will hold harmless and indemnify the City from all liability pertaining to Maricopa County permitting of the building, grading and drainage, and on-site paving plans according to the County Plans.

4.3 Construction Standards. The Owner shall ensure that all building, grading and drainage and on-site paving improvements are completed in accordance with the approved County Plans and that the water and sewer improvements are completed to the City's standards.

5. City Responsibilities.

5.1 Annexation Documentations. The City will develop the legal description and ordinance for the annexation of the Property into the City. Once prepared, the legal description shall be transmitted to the Owner for use with the annexation petition.

5.2 Roadway Dedication Documents. After receipt of the results of survey and legal description from the Owner as required in Subsection 4.1(A) above, the City will develop the legal documentation to dedicate the 30' wide strip of right-of-way for 125th Avenue.

5.3 Water and Sewer Permits; Connection to System. The City will review the Water/Sewer Plans for the Property to ensure that they meet the City of Avondale requirements. The City will issue a construction permit for the water and sewer improvements, prior to annexation, as soon as the Water/Sewer Plans meet the City's Engineering requirements. After completion of the water and sewer improvements according to the approved Water/Sewer Plans and the Roadway Improvements according to the County Plans, the City shall provide water and sewer service to the Property; provided, however, that the Owner expressly agrees and understands that the City's agreement to provide water and sewer service prior to completion of annexation is expressly conditioned upon the Owner complying with its obligations as set forth in this Agreement and, if Owner fails to meet its obligations herein, the City may discontinue

water and other municipal services to the Property until such time as (A) the Owner completes its obligations as set forth in Subsection 2.1 above and (B) the Annexation Ordinance has become effective after approval by the Council.

5.4 Waiver of Building Permits. The City will not require the building, grading and drainage, or on-site paving plans for the New Facilities to meet City standards for the presently-permitted phase of development. However, the City will require that all future improvement plans for any construction on the Property shall meet the then-existing City of Avondale requirements.

5.5 Development Fees. The City shall be responsible for payment of any applicable development impact fees related to construction of the New Facilities. However, the Owner shall be responsible for any applicable development impact fees related to future improvements on or to the Property.

6. City Representations. The City represents and warrants to the Owner that:

6.1 Authority. The City has the full right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and the City's execution, delivery and performance of this Agreement have been agreed to and duly authorized.

6.2 Approvals. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

6.3 Further Documents. The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

6.4 Counsel Assistance. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

7. Owner Representations. The Owner represents and warrants to the City that:

7.1 Authority. The Owner has the full right, power, and authorization to enter into and perform this Agreement and each of Owner's obligations and undertakings under this Agreement, and the Owner's execution, delivery, and performance of this Agreement have been agreed to and duly authorized.

7.2 Approvals. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.

7.3 Further Documents. The Owner will execute and acknowledge, when appropriate, all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

7.4 No Litigation. As of the date of this Agreement, to the actual knowledge of the Owner, without investigation, there is no litigation, proceeding, or investigation pending or threatened against or affecting the Owner, which (A) could have a material adverse effect on the Owner's performance under this Agreement and (B) has not been disclosed in writing to the City.

7.5 Binding Effect. This Agreement (and each undertaking of the Owner contained herein) constitutes a valid, binding, and enforceable obligation of the Owner, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Owner will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names the Owner as a party or which challenges the authority of the Owner to enter into or perform any of its obligations hereunder. The severability and reformation provisions below shall apply in the event of any successful challenge to this Agreement.

7.6 No Conflicts. The execution, delivery, and performance of this Agreement by the Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the Owner is a party or to which the Owner is otherwise subject.

7.7 Counsel Assistance. The Owner has been assisted by counsel in connection with the preparation and execution of this Agreement.

8. Default. Failure or unreasonable delay by the Owner or City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 45 days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 45 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within said 45-day period and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall exceed 90 days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (i) specifically enforce any term or provision of this Agreement, (ii) terminate this Agreement or (iii) institute an action for damages.

9. No Personal Liability.

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

9.2 Owner to City. No member, official, employee, or agent of the Owner shall be personally liable to the City (A) in the event of any default or breach by the Owner,

(B) for any amount that may become due to the City or (C) pursuant to any obligation of the Owner under the terms of this Agreement.

10. General Provisions.

10.1 Cooperation. The City and the Owner hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

10.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

10.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

10.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Attn: Andrew J. McGuire, Esq.
If to Owner:	St. John Vianney Roman Catholic Parish Goodyear 539 La Pasada Blvd. Goodyear, Arizona 85338-1332 Attn: Rev. Tom Eckert, C.S.C.
With a copy to:	The Roman Catholic Diocese of Phoenix 400 E. Monroe Phoenix, Arizona 85004-2336 Attn: General Counsel

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

10.5 Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

10.6 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

10.7 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

10.8 Limited Severability. The City and the Owner each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

10.9 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

10.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

10.11 Recordation of Agreement. This Agreement shall be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by the City.

10.12 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Owner and the City. No term or provision of this Agreement is intended

to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

10.13 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

10.14 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

10.15 City Services. City shall provide all City services to the Property to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

10.16 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, extreme changes in market conditions, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

10.17 Fair Interpretation. All Parties have been represented by counsel in the negotiation and drafting of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

10.18 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day that is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

10.19 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Parties hereto. Within ten days after any amendment to this Agreement, such amendment shall be recorded in the Maricopa County Recorder's Office.

[SIGNATURES ON FOLLOWING PAGES]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me _____, 2013, by Charles P. McClendon, City Manager of the CITY OF AVONDALE, who acknowledged that she signed the foregoing instrument on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My commission expires:

_____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Owner"

ST. JOHN VIANNEY ROMAN CATHOLIC PARISH GOODYEAR, an Arizona corporation

By: Rev. Thomas J Eckert
Name: Rev. Thomas J Eckert, csc
Title: President / CEO

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me Martha Garcia, 2013, by Rev. Thomas Eckert, who acknowledged that he signed the foregoing instrument as President/CEO on behalf of **ST. JOHN VIANNEY ROMAN CATHOLIC PARISH GOODYEAR**, an Arizona corporation, on behalf of the corporation.

Martha Garcia
Notary Public

My commission expires:
2/25/2014

MARTHA GARCIA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 25, 2014

EXHIBIT A
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Property Legal Description]

See following pages.

EXHIBIT `A`
LEGAL DESCRIPTION
ST. JOHN BOSCO PROPERTY

That part of the East half of the Northwest quarter of Southeast quarter of Section 23, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

Commencing at the southeast corner of said East half of the Northwest quarter of the Southeast quarter of said Section 23 marked by a City of Avondale brass cap from which the northeast corner of said East half of the Northwest quarter of the Southeast quarter of said Section 23 marked by a City of Avondale brass cap located at the intersection of Elwood Street and 125th Avenue bears North 00 degrees 13 minutes 21 seconds West (Basis of Bearing);

THENCE North 00 degrees 13 minutes 21 seconds West along said East line of the East half of Northwest quarter of the Southeast quarter of Section 23, a distance of 50.01 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 89 degrees 09 minutes 08 seconds West, parallel to and 50.00 feet north of the South line of said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 603.84 feet;

THENCE North 00 degrees 08 minutes 29 seconds West, parallel to and 50.00 feet east of the West line of said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 673.64 feet to a point on the South line of Lucy T. Homesites Two, a subdivision recorded in Book 142 of Maps, Page 26, records of Maricopa County, Arizona;

THENCE North 80 degrees 44 minutes 12 seconds East (North 80 degrees 44 minutes 54 seconds East record per plat) along the South line of said Lucy T. Homesites Two, a distance of 610.37 feet to a point on the East line of said East half of the Northwest quarter of the Southeast quarter of Section 23, said line also being the centerline of 125th Avenue as shown on the plat of said Lucy T. Homesites Two;

THENCE South 00 degrees 13 minutes 21 seconds East along the East line of said East half of the Northwest quarter of the Southeast quarter of Section 23, and along the centerline of 125th Avenue and the southerly extension thereof, a distance of 780.83 feet to the **TRUE POINT OF BEGINNING**.

Containing 438,693 square feet or 10.0710 Acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17516
GARY E.
STOCKER
DATE SIGNED 5-3-2013
ARIZONA, U.S.A.

EXPIRES 6-30-2013

Prepared by:

Site Consultants, Inc.
113 South Rockford Drive
Tempe, Arizona 85281
(480) 894-2820

EXHIBIT B
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Map of Property]

See following pages.

SCHEDULE 'B' SURVEY ITEMS
SURVEYOR NOTES ADDED IN ITALICS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
2. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS. PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
3. ANY RIGHTS, INTERESTS OR CLAIMS, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
4. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER MATTERS WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
6. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN IN THE PUBLIC RECORDS.
7. PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE YEAR 2008.
8. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE RECORDED PLAT OF SAID SUBDIVISION.
9. THE RIGHT OF ENTRY TO PROSPECT FOR, MINE AND REMOVE THE MINERALS EXCEPTED FROM THE DESCRIPTION OF SAID LAND IN SCHEDULE A. AS RESERVED IN DOCKET 2072, PAGE 324 (PARCEL 3)

   DOES NOT AFFECT THE SUBJECT PROPERTY
10. COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT

    RECORDING NO.: DOCKET 2630, PAGE 207 AND IN DOCKET 2884, PAGE 549, AND IN DOCKET 2990, PAGE 147 (PARCEL 2)

    DOES NOT AFFECT THE SUBJECT PROPERTY
11. COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT

    RECORDING NO.: DOCKET 2200, PAGE 86 AND AMENDED IN DOCKET 2262, PAGE 431 (PARCEL 3)

    DOES NOT AFFECT THE SUBJECT PROPERTY
12. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT

    ENTITLED: RESOLUTION NO. FCD 86-19, AUTHORIZATION TO ACQUIRE FLOODWAY PROPERTY IN THE AGUA FRIA RIVER FROM THE CONFLUENCE OF NEW RIVER TO THE GILA RIVER
    DATED: 08/ 18/ 1986
    EXECUTED BY: FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
    RECORDING DATE: DECEMBER 11, 1986
    RECORDING NO: 1986-685876

    YOU ARE HEREBY REFERRED TO SAID DOCUMENT AS IT CONTAINS TERMS AND/OR PROVISIONS THAT ARE EITHER TOO LENGTHY OR TOO AMBIGUOUS TO REPORT HERE.
13. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

    PURPOSE: UNDERGROUND ELECTRIC LINES AND FACILITIES RECORDING
    DATE: FEBRUARY 13, 1990 RECORDING NO: 1990-063819 (PARCEL 1)

    DOES NOT AFFECT THE SUBJECT PROPERTY
14. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

    PURPOSE: UNDERGROUND ELECTRIC LINES AND FACILITIES RECORDING
    DATE: AUGUST 18, 1997 RECORDING NO: 1997-0661541 (PARCEL1)

    DOES NOT AFFECT THE SUBJECT PROPERTY
15. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

    PURPOSE: PARKER -DAVIS PROJECT RECORDING DATE: JULY 10, 1943
    RECORDING NO: BOOK 68 OF MISCELLANEOUS RECORDS, PAGE 206 (PARCEL 4)

    AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON
16. RECITALS AS SHOWN ON THAT CERTAIN MAP/PLAT

    RECORDING DATE: OCTOBER 18,1971
    RECORDING NO: BOOK 142 OF MAPS, PAGE 28 WHICH AMONG OTHER THINGS RECITES 100 FOOT PARKER-DAVIS PROJECT EASEMENT (PARCEL 4).

    REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

    AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON
17. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT

    ENTITLED: CERTIFICATE OF GRANDFATHERED GROUNDWATER RIGHT
    DATED: 12/26/1984
    EXECUTED BY: ARIZONA DEPARTMENT OF WATER RESOURCES
    RECORDING DATE: FEBRUARY 7, 1992
    RECORDING NO: 1992-0068128 (PARCEL 4)

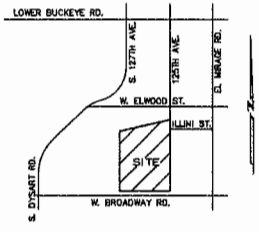
    REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

    EFFECTS THE THE SUBJECT PROPERTY, NO PLOTTABLE LOCATION

ST. JOHN BOSCO

ALTA/ACSM LAND TITLE SURVEY

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

PARCEL 4

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23;

THENCE NORTH 00 DEGREES 12 MINUTES 27 SECONDS WEST (MEASURED), NORTH 00 DEGREES 13 MINUTES 21 SECONDS WEST (RECORD), ALONG THE EAST LINE OF THE SAID EAST HALF OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, A DISTANCE OF 50.01 FEET OF THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 08 MINUTES 22 SECONDS WEST (MEASURED), NORTH 89 DEGREES 06 MINUTES 54 SECONDS WEST (RECORD), PARALLEL TO AND 50.00 FEET NORTH OF THE SOUTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, A DISTANCE OF 603.83 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 39 SECONDS WEST, PARALLEL TO AND 50.00 FEET EAST OF THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, A DISTANCE OF 673.60 FEET TO A POINT ON THE SOUTH LINE OF LUCY T. HOMESITES UNIT TWO, A SUBDIVISION RECORDED IN BOOK 142 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 80 DEGREES 46 MINUTES 04 SECONDS EAST (MEASURED), NORTH 80 DEGREES 44 MINUTES 54 SECONDS EAST (RECORD), ALONG THE SOUTH LINE OF SAID LUCY T. HOMSITES UNIT TWO, SUBDIVISION, A DISTANCE OF 610.37 FEET TO A POINT ON THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23;

THENCE SOUTH 00 DEGREES 12 MINUTES 27 SECONDS EAST (MEASURED), SOUTH 00 DEGREES 13 MINUTES 21 SECONDS EAST (RECORD), ALONG THE EAST LINE OF THE SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, A DISTANCE OF 780.78 FEET TO THE POINT OF BEGINNING, SAID POINT BEING NORTH 00 DEGREES 12 MINUTES 27 SECONDS WEST, A DISTANCE 50.01 FEET FROM THE SAID SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23.

ITEMS 16, 17, & 18 TABLE "A":

16. THERE IS NO OBSERVABLE EVIDENCE OF EARTHMOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

17. THERE ARE PROPOSED CHANGES TO THE STREET RIGHT-OF-WAY. A 30 FOOT WIDE RIGHT OF WAY WILL BE DEDICATED TO THE CITY OF AVONDALE ALONG 125TH AVE. FROM THE NORTHEAST CORNER OF THE PROPERTY TO A POINT 25 FEET SOUTH OF THE ILLINI STREET CENTERLINE. THIS RIGHT OF WILL BE DEDICATED BY A SEPARATE DOCUMENT TO BE RECORDED WITH MARICOPA COUNTY RECORDERS OFFICE IN CONNECTION WITH THE ANNEXATION OF THE SUBJECT PROPERTY INTO THE CITY OF AVONDALE.

18. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

REFERENCED DOCUMENTS

(R) - LEGAL DESCRIPTION AS SHOW IN THE TITLE REPORT, REFERENCED HEREIN.

(R1) - FINAL PLAT FOR LUCY T HOMESITE 2, RECORDED IN BOOK 142, PAGE 28, M.C.R.

BASIS OF BEARING

THE EAST LINE OF N. 1/2 OF NW 1/4 OF S.E. 1/4 OF SECTION 23, T. 1N., R. 1W., (ALSO BEING THE CENTERLINE OF 125TH AVE.) SAID EAST LINE BEARING NORTH 00°13'21" WEST AS SHOWN ON THE FINAL PLAT OF LUCY T HOMESITES 2, RECORDED IN BOOK 142 OF MAPS, PAGE 28, M.C.R.

SITE AREA

GROSS AREA: 10.0704 ACRES OR 438,687 sq.ft. MORE OR LESS

ZONING

CITY ZONED CODE: RU-43 RURAL ZONING - ONE ACRE PER DWELLING UNIT

ASSESSORS PARCEL NUMBER

A.P.N. 500-84-002P

SITE ADDRESS

(PER MARICOPA COUNTY ASSESSORS OFFICE)

12443 WEST ILLINI STREET
AVONDALE, AZ. 85323

FLOOD PLAIN

THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE SHADED X (OTHER FLOOD AREAS) DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD" AS SHOWN ON FIRM MAP NO. 04013C2090H, WITH A REVISED DATE OF SEPTEMBER 30, 2005.

TITLE NOTE

THE RECORD DOCUMENTS NOTED ON THIS PLAT OF SURVEY ARE THOSE DOCUMENTS, AND ONLY THOSE DOCUMENTS, DETERMINED BY CHICAGO TITLE AGENCY AND SET FORTH IN TITLE NO. CTO8014113, WITH AN EFFECTIVE DATE OF MARCH 24, 2011, AS AFFECTING THE PROPERTY DEPICTED ON THIS LAND TITLE SURVEY. BY NOTING SAID DOCUMENTS ON THIS PLAT OF SURVEY, THE UNDERSIGNED SURVEYOR MAKES NO REPRESENTATION AS TO THE EXISTENCE OF ANY OTHER RECORD DOCUMENTS THAT MAY AFFECT THE SURVEYED PROPERTY. ALL DIMENSIONS SHOWN HEREON ARE FROM THE PROPERTY DESCRIPTION INCLUDED IN SAID TITLE COMMITMENT, UNLESS OTHERWISE NOTED. THIS SURVEY COVERS ONLY PARCEL 4 OF THE ABOVE REFERENCED TITLE REPORT.

CERTIFICATION

TO: ST. JOHN WANNEY ROMAN CATHOLIC PARISH GOODYEAR, AN ARIZONA NON-PROFIT CORPORATION AND CHICAGO TITLE.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 10, 11(A), 13, 16, 17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 27, 2013.

DATE OF PLAT OR MAP: MAY 3, 2013

NAME: GARY E. STOCKER R.L.S. #17516

SHEET INDEX

COVER SHEET 1

ALTA / ACSM LAND TITLE SURVEY 2

OWNER

ST. JOHN WANNEY ROMAN CATHOLIC PARISH
GOODYEAR, AN ARIZONA NON-PROFIT CORPORATION, C/O ROMAN CATHOLIC CHURCH DIOCESE OF PHOENIX
400 EAST MONROE ST.
PHOENIX, ARIZONA 85004
CONTACT: ALLYSON KNAPPENBERGER
TEL: (602) 257-0030

SURVEYOR

SITE CONSULTANTS, INC.
113 SOUTH ROCKFORD DRIVE
TEMPE, ARIZONA 85281
TELE: 480-894-2820
CONTACT: GARY E. STOCKER R.L.S.

LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- HIGH WATER LINE
- 1180 CONTOUR LINE
- 12"-GP-W UNDERGROUND UTILITY
- EDGE OF PAVEMENT
- E.M. ELECTRIC METER
- P.P. POWER POLE
- S.C.O. SEWER CLEAN-OUT
- S SEWER MANHOLE
- W.M. WATER METER
- W.S. WATER SERVICE
- W.V. WATER VALVE
- F.H. FIRE HYDRANT
- H.B. HOSE BIB
- C.O.A. CITY OF AVONDALE
- PG. PAGE
- (M) MEASURED
- (R) RECORD
- (C) CALCULATED
- FND. FOUND
- R.O.W. RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDER
- A.P.N. ASSESSOR PARCEL NUMBER

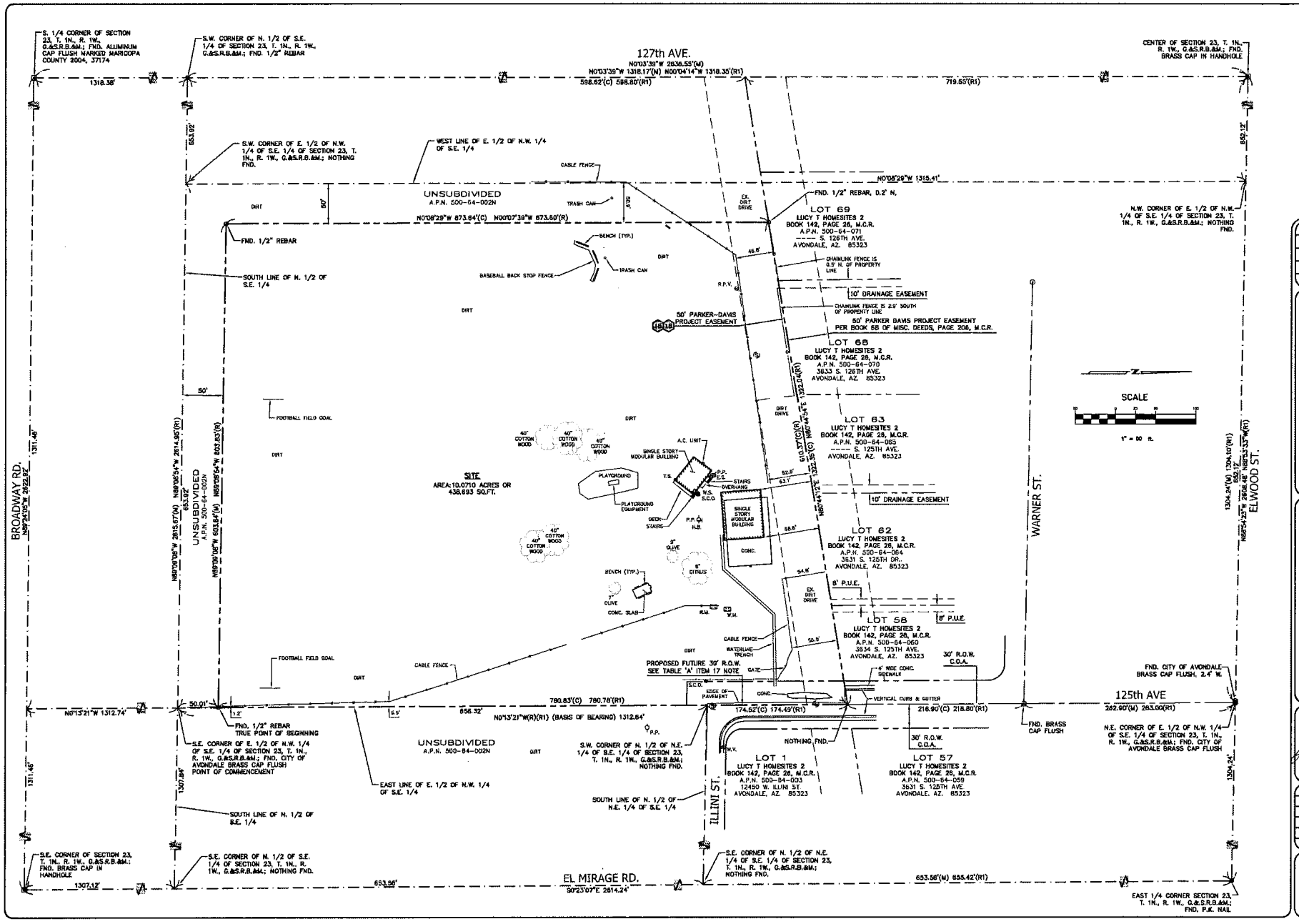
REV.
REV.
REV.
REV.
REV.

Site Consultants, Inc.
ENGINEERS · SURVEYORS · CONSULTANTS
113 SOUTH ROCKFORD DRIVE, TEMPE, ARIZONA 85281
TEL: (480) 894-2820, FAX: (480) 894-2847

ALTA / ACSM LAND TITLE SURVEY
ST. JOHN BOSCO
12443 WEST ILLINI STREET
MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR CERTIFICATE NO. 17516 GARY E. STOCKER ARIZONA U.S.A.
EXPIRES 6-30-2013

PROJECT NO:	1442
SCALE:	AS NOTED
DRAWN BY:	MGO
CHECKED BY:	GES
DATE:	6-3-2013
DWG:	1442-V-ALTA



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ALTA / ACSM LAND TITLE SURVEY
ST. JOHN BOSCO
12443 WEST ILLINI STREET
MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
17518
GARY E. STRIDER
ARIZONA
EXPIRES 6-30-2013

PROJECT NO:	1442
SCALE:	1" = 50'
DRAWN BY:	MGO
CHECKED BY:	GES
DATE:	8-3-2013
DWG:	1442-V-ALTA

2 OF 2

EXHIBIT C
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Depiction of Roadway Dedication]

See following pages.

EXHIBIT `C`
LEGAL DESCRIPTION
125TH AVENUE RIGHT-OF-WAY DEDICATION
ST. JOHN BOSCO PROPERTY

That part of the East half of the Northwest quarter of Southeast quarter of Section 23, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

Commencing at the southeast corner of said East half of the Northwest quarter of the Southeast quarter of Section 23 marked by a City of Avondale brass cap from which the northeast corner of said East half of the Northwest quarter of the Southeast quarter of Section 23 marked by a City of Avondale brass cap located at the intersection of Elwood Street and 125th Avenue bears North 00 degrees 13 minutes 21 seconds West (Basis of Bearing);

THENCE North 00 degrees 13 minutes 21 seconds West along the East line of said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 631.32 feet to a point lying 25.00 feet south of the South line of the North half of the Northeast quarter of the Southeast quarter of Section 23 and the **TRUE POINT OF BEGINNING**;

THENCE North 89 degrees 01 minutes 47 seconds West, parallel to and 25.00 feet south of the westerly extension of the South line of said North half of the Northeast quarter of the Southeast quarter of Section 23, a distance of 30.01 feet;

THENCE North 00 degrees 13 minutes 21 seconds West, parallel to and 30.00 feet west of the East line of said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 194.13 feet to a point on the South line of Lucy T. Homesites Two, a subdivision recorded in Book 142 of Maps, Page 26, records of Maricopa County, Arizona, said point being the Southeast corner of Lot 58 thereof;

THENCE North 80 degrees 44 minutes 12 seconds East (North 80 degrees 44 minutes 54 seconds East record per plat) along the South line of said Lucy T. Homesites Two, a distance of 30.38 feet to a point on the East line of said East half of the Northwest quarter of the Southeast quarter of Section 23, said line also being the centerline of 125th Avenue as shown on the plat of said Lucy T. Homesites Two;

THENCE South 00 degrees 13 minutes 21 seconds East along the East line of said East half of the Northwest quarter of the Southeast quarter of Section 23 and along the centerline of 125th Avenue, a distance of 199.53 feet to the **TRUE POINT OF BEGINNING.**

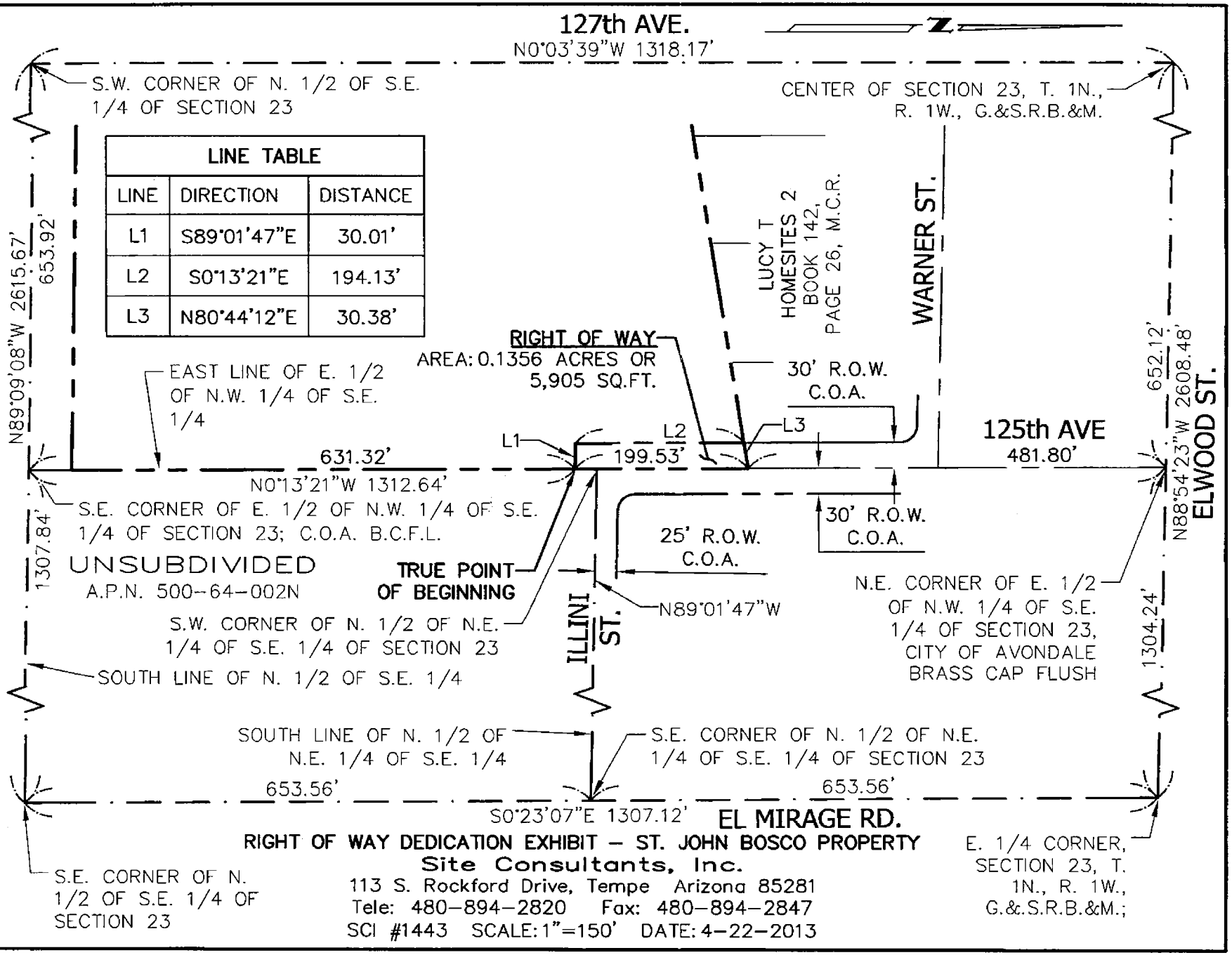
Containing 5,905 square feet or 0.1356 Acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17516
GARY E.
STOCKER
DATE SIGNED 5-3-2013
ARIZONA, U.S.A.

EXPIRES 6-30-2013

Prepared by:

Site Consultants, Inc.
113 South Rockford Drive
Tempe, Arizona 85281
(480) 894-2820



RIGHT OF WAY DEDICATION EXHIBIT – ST. JOHN BOSCO PROPERTY

Site Consultants, Inc.
113 S. Rockford Drive, Tempe Arizona 85281
Tele: 480-894-2820 Fax: 480-894-2847

SCI #1443 SCALE: 1"=150' DATE: 4-22-2013

EXHIBIT D
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[County Plans]

See following pages.

CIVIL SITE IMPROVEMENTS

ST. JOHN BOSCO CENTER

12443 WEST ILLINI STREET

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

ENGINEER NOTES

1. A STAMPED APPROVED SET OF PLANS SHALL REMAIN ONSITE AT ALL TIMES. ANY DEVIATIONS FROM THE PLANS OR SPECIFICATIONS MUST BE APPROVED BY THE ENGINEER AND THE OWNER PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY SITE CONSULTANTS, INC. OF ANY DISCREPANCIES BETWEEN THE CIVIL PLANS AND SITE CONDITIONS, A MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION IN THE AFFECTED AREA. FAILURE TO DO SO SHALL RESULT IN ANY DISCREPANCIES BEING THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS AND UTILITIES IN THE WORK AREA AND ON ADJACENT PROPERTIES WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF AND AT NO ADDITIONAL EXPENSE TO THE UTILITY COMPANY AND OWNER.
4. CONTRACTOR TO MINIMIZE DISTURBANCE OF EXISTING GROUND AND VEGETATION ADJACENT TO WORK AREAS AND SHALL RESTORE ALL GRADED AND DISTURBED AREAS TO MATCH ADJACENT NATURAL CONDITIONS.
5. THE CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE THE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT OR TESTING ANY PORTION THE WORK.
6. THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE ENGINEER. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
7. EXISTING UNDERGROUND UTILITIES SHOWN ARE PER UTILITY COMPANY RECORDS. CONTRACTOR TO FIELD VERIFY LOCATION/ELEVATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CALL BLUE STAKE (263-1100) TWO FULL WORKING DAYS PRIOR TO EXCAVATION.
8. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION PERMITS.
9. DURING CONSTRUCTION, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE CONTROL OF EARTH SPILLAGE, RUNOFF AND CONSTRUCTION WATER AND SHALL PROTECT ADJACENT PROPERTY AND EXISTING STRUCTURES FROM SUCH.
10. CLEARING AND GRUBBING SHALL INCLUDE THE REMOVAL AND LEGAL DISPOSAL OFFSITE OF ALL VEGETATION, RUBBLE AND DEBRIS FROM THE SITE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, HAULING AND APPLICATION OF WATER REQUIRED FOR COMPACTION AND DUST CONTROL.
12. NO JOB SHALL BE CONSIDERED COMPLETE UNTIL ALL CURBS, PAVEMENTS AND SIDEWALKS HAVE BEEN SWEPT CLEAN OF ALL DIRT AND DEBRIS.
13. ESTIMATED QUANTITIES SHOWN ARE FOR BONDING & PERMIT PURPOSES ONLY. CONTRACTOR TO MAKE HIS OWN DETERMINATION OF QUANTITIES. THE
14. OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR REGISTERING THE DRYWELLS SHOWN ON THIS PLAN WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY. FOR INFORMATION ABOUT SPECIFIC REQUIREMENTS, CONTACT WATER PERMITS UNIT AT (602) 257-2270. A COPY OF THE DRYWELL REGISTRATION MUST BE PROVIDED TO RICHARD HARRIS WITH MARICOPA COUNTY FLOODPLAIN MANAGEMENT DIVISION, PHONE NUMBER (602) 506-1501 PRIOR TO ISSUANCE OF A 'FINAL DRAINAGE CLEARANCE'.
15. AT THE TIME OF INSTALLATION, EACH DRYWELL MUST BE CERTIFIED BY A REGISTERED CIVIL ENGINEER, TESTING LAB, OR DRILLER TO BE 10' INTO PERMEABLE SOIL. A PERCOLATION TEST MUST BE PERFORMED AT THE TIME OF INSTALLATION ON EACH DRYWELL, TO INSURE DRAINAGE WITHIN A 36 HOUR LIMIT. A COPY OF THE TEST RESULTS MUST BE PROVIDED TO RICHARD HARRIS WITH MARICOPA COUNTY FLOODPLAIN MANAGEMENT DIVISION, PHONE NUMBER (602) 506-1501 PRIOR TO ISSUANCE OF A 'FINAL DRAINAGE CLEARANCE'.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (M.C.D.O.T.) ROADWAY DESIGN MANUAL AND M.A.G. SPECIFICATIONS AND MARICOPA COUNTY SPECIAL PROVISIONS FOR CONSTRUCTION OF STREET IMPROVEMENTS, ADOPTED 11/03/93.
2. CONTRACTOR TO OBTAIN NECESSARY M.C.D.O.T. PERMITS PRIOR TO CONSTRUCTION WITHIN COUNTY RIGHT-OF-WAY.
3. CONTRACTOR SHALL NOTIFY THE M.C.D.O.T. AT LEAST 24 HOURS IN ADVANCE OF ANY CONSTRUCTION.
4. CONTRACTOR PERFORMING EXCAVATING OPERATIONS IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND UTILITIES.
5. ALL COMPACTION AND BACKFILL WITHIN COUNTY RIGHT-OF-WAY SHALL CONFORM TO THE SPECIAL PROVISIONS FOR CONSTRUCTION OF STREET IMPROVEMENTS AND INSTALLATION OF UNDERGROUND UTILITIES, ADOPTED 11/03/93.
6. ALL STRUCTURES, SUCH AS MANHOLES, VALVE BOX & COVERS, AND MONITORING WELLS MUST BE MARKED WITH AT LEAST TWO REFLECTORIZED YELLOW FLEX POST WHEN STRUCTURES ARE LOCATED OUTSIDE THE TRAVELED WAY AND WITHIN THE RIGHT-OF-WAY. ("APPLIES ONLY WHEN THERE IS NO CURB.")
7. ALL EXISTING PAVEMENT MARKING, TRAFFIC SIGNS AND SIGNAL EQUIPMENT THAT NEED TO BE REMOVED, REPLACED, RELOCATED OR REPAIRED BECAUSE OF CONTRACTOR'S WORK, WILL BE DONE BY THE CONTRACTOR AT HIS EXPENSE. ALL TRAFFIC SIGNS THAT ARE REMOVED SHALL BE STOCKPILED ON THE PROJECT SITE AND THE CONTRACTOR IS TO NOTIFY THE INSPECTOR WHEN ALL SIGNS HAVE BEEN REMOVED. ALL COUNTY SIGNS WILL BE INSTALLED BY M.C.D.O.T. CREWS. ALL NEW STREET NAME SIGNS SHALL BE PROVIDED AND INSTALLED BY PERMITTEE.
8. PAVEMENT MARKING, SIGNING AND SIGNAL WORK WILL BE INSPECTED AND WILL HAVE TO MEET COUNTY STANDARDS BEFORE RELEASE OF BOND.
9. ASPHALT MIX DESIGN SHALL BE SUBMITTED TO MCDOT PRIOR TO PLACING ANY ASPHALT COURSES. ("APPLIES TO SUBDIVISION DEVELOPMENTS ONLY.")
10. PRIOR TO CONDUCTING EXCAVATION OPERATIONS, THE CONTRACTOR SHALL OBTAIN FROM THE ARIZONA STATE MUSEUM, AT (520) 621-4011, RECOMMENDATIONS REGARDING THE NEED FOR CULTURAL RESOURCES (ARCHAEOLOGICAL) CLEARANCE. ALL DISCOVERIES OF HUMAN REMAINS, CULTURAL ARTIFACTS, OR PALEONTOLOGY REMAINS SHALL BE REPORTED TO THE ARIZONA STATE MUSEUM AND M.C.D.O.T.; UPON DISCOVERY, CONTRACTOR SHALL CEASE OPERATIONS IN THE VICINITY OF THE FIND AND PROTECT THE DISCOVERY AREA FROM FURTHER DISTURBANCE UNTIL THE FIND CAN BE PROFESSIONALLY INVESTIGATED BY THE ARIZONA STATE MUSEUM AND M.C.D.O.T..
11. PRIOR TO MOVING OR DESTROYING PROTECTED NATIVE PLANT SPECIES, THE CONTRACTOR SHALL FILE A FORMAL NOTICE OF INTENT WITH THE ARIZONA DEPARTMENT OF AGRICULTURE.

BENCHMARK

MARICOPA COUNTY DATUM: EAST QUARTER CORNER SECTION 23, T. 1N., R. 1W. OF THE G.&S.R.B.&M., BRASS CAP IN HANDHOLE LOCATED AT THE INTERSECTION OF EL MIRAGE RD. AND ELWOOD ST.; ELEVATION = 952.49 NAVD88.

PROJECT DATUM: EAST QUARTER CORNER SECTION 23, T. 1N., R. 1W. OF THE G.&S.R.B.&M., BRASS CAP IN HANDHOLE LOCATED AT THE INTERSECTION OF EL MIRAGE RD. AND ELWOOD ST.; ELEVATION = 1094.03 ASSUMED

PROJECT T.B.M.: NORTHEAST CORNER CONCRETE BASKETBALL COURT: ELEVATION = 1099.44

DATUM EQUATION = MARICOPA COUNTY DATUM + 141.54 FEET = PROJECT DATUM.

SITE AREA

GROSS AREA: 10.0704 ACRES OR 438,667 sq.ft. MORE OR LESS

ZONING

CITY ZONED CODE: RU-43 RURAL ZONING – ONE ACRE PER DWELLING UNIT

ASSESSORS PARCEL NUMBER

A.P.N. 500-64-002P

SITE DATA

SEE SHEET C-3 OF 6 FOR PARKING CALCULATIONS, BUILDING TYPE'S AND BUILDING AREAS

GRADING & DRAINAGE QUANTITIES

VERTICAL CURB AND GUTTER PER M.A.G. DETAIL 220-1 TYPE 'A'.	42 L.F.
SINGLE CURB PER M.A.G. DETAIL 222 TYPE 'A'.	360 L.F.
CURB TERMINATION PER M.A.G. DETAIL 222.	2 EA.
PRECAST SAFETY CURB PER M.A.G. DETAIL 150.	2 EA.
CONCRETE SIDEWALK PER M.A.G. DETAIL 230; SEE ARCH PLAN FOR SCORING AND SURFACE TREATMENT	288 S.Y.
CONCRETE VALLEY GUTTER PER DETAIL SHEET C-6	330 S.F.
ASPHALT PAVEMENT SECTION: 2" A.C. ON 4" A.B.C.	748 S.Y.
PAVEMENT SECTION TERMINATION PER M.A.G. DETAIL 201 TYPE 'B'.	29 L.F.
2' WIDE CURB OPENING PER DETAIL THIS PLAN SHEET C-6	1 EA.
RIP-RAP SECTION PER DETAIL THIS PLAN SHEET C-6	14 S.Y.
2'x6' DETECTABLE WARNING STRIP.	12 S.F.
ADJUST WATER SERVICE BOX TO FINISH GRADE	1 EA.
ADJUST SEWER CLEAN-OUT TO FINISH GRADE	2 EA.
12" H.D.P.E. STORM DRAIN PIPE	18 L.F.
MODULAR ACCESSIBLE RAMP PER BUILDING SUPPLIER	2 EA.
DRAINAGE DITCH PER DETAIL SHEET C-6	315 L.F.
EARTHEN BERM	180 C.Y.
DRYWELL PER DETAIL SHEET C-6	1 EA.

PRIVATE WATERLINE QUANTITIES

2" COPPER WATERLINE (TYPE 'K' HARD).	35 L.F.

PRIVATE SEWERLINE QUANTITIES

4" SEWER CLEAN-OUT PER M.A.G. DETAIL 441	1 EA.
4" SEWER BUILDING CONNECTION PER M.A.G. DETAIL 440-2, TYPE 'B'	1 EA.

PRIVATE FIRELINE QUANTITIES

4"x8" TAPING SLEEVE AND VALVE PER M.A.G. DETAIL 340 WITH VALVE BOX AND COVER PER M.A.G. DETAIL 270.	1 EA.
4" C-900, CLASS 200 P.V.C. PRESSURE WATERLINE WITH RESTRAINED JOINTS PER M.A.G. DETAIL 302.	230 L.F.
4" 45° BEND WITH MECHANICAL RESTRAINTS PER M.A.G. DETAIL 303-1 AND 303-2.	2 EA.
4" 90° BEND WITH MECHANICAL RESTRAINTS PER M.A.G. DETAIL 303-1 AND 302-2.	1 EA.
SAWCUT, REMOVE AND REPLACE IN LIKE KIND, CONCRETE PAVEMENT	7 S.Y.

SHEET INDEX

COVER SHEET	C-1
OVERALL SITE PLAN	C-2
DETAILED SITE PLAN	C-3
CIVIL SITE IMPROVEMENT PLAN	C-4
CIVIL SITE IMPROVEMENT PLAN	C-5
DETAILS & SECTIONS	C-6

LEGAL DESCRIPTION

That part of the East half of the Northwest quarter of the Southeast quarter of Section 23, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said east half of the Northwest quarter of the Southeast quarter of Section 23;

thence North 00 degrees 12 minutes 27 seconds West (measured), North 00 degrees 13 minutes 21 seconds West (record), along the East line of the said East half of Northwest quarter of the Southeast quarter of Section 23, a distance of 50.01 feet of the TRUE POINT OF BEGINNING;

thence North 89 degrees 06 minutes 22 seconds West (measured), North 89 degrees 08 minutes 54 seconds West (record), parallel to and 50.00 feet North of the South line of said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 603.83 feet;

thence North 00 degrees 07 minutes 39 seconds West, parallel to and 50.00 feet East of the west line of said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 673.60 feet to a point on the South line of LUCY T. HOMESITES UNIT TWO, a subdivision recorded in Book 142 of Maps, page 26, records of Maricopa County, Arizona;

thence North 80 degrees 46 minutes 04 seconds East (measured), North 80 degrees 44 minutes 54 seconds East (record), along the South line of said LUCY T. HOMSITES UNIT TWO, subdivision, a distance of 610.37 feet to a point on the East line of said East half of the Northwest quarter of the Southeast quarter of Section 23;

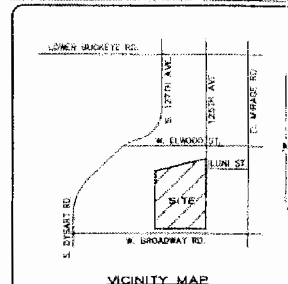
thence South 00 degrees 12 minutes 27 seconds East (measured), South 00 degrees 13 minutes 21 seconds East (record), along the East line of the said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 780.78 feet to the POINT OF BEGINNING, said point being North 00 degrees 12 minutes 27 seconds West, a distance 50.01 feet from the said Southeast corner of the East half of the Northwest quarter of the Southeast quarter of Section 23.

LEGEND

	PROPERTY LINE		SEWER MANHOLE
	RIGHT OF WAY LINE		UNDERGROUND WATER
	SECTION LINE		WATER METER
	CENTER LINE		WATER SERVICE
	EASEMENT LINE		WATER VALVE
	HIGH WATER LINE		FIRE HYDRANT
1180	CONTOUR LINE		HOSE BIB
	UNDERGROUND UTILITY	C.O.A.	CITY OF AVONDALE
	EDGE OF PAVEMENT	PG	PAGE
B.B.P.	BASKETBALL POLE	(M)	MEASURED
E.M.	ELECTRIC METER	FND.	FOUND
OHE	OVERHEAD ELECTRIC	R.O.W.	RIGHT OF WAY
D.G.	DOWN GUY	M.C.R.	MARICOPA COUNTY RECORDER
P.P.	POWER POLE	A.P.N.	ASSESSOR PARCEL NUMBER
S	UNDERGROUND SEWER	TC	TOP CURB ELEVATION
S.O.C.	SEWER CLEAN-OUT	G	GUTTER ELEVATION
		P	PAVEMENT ELEVATION
		C	CONCRETE ELEVATION
		INV	INVERT

FLOOD ZONE

COMMUNITY NUMBER	PANEL # PANEL DATE	SUFFIX	DATE OF FIRM (INDEX DATE)	FIRM ZONE	BASE FLOOD ELEVATION (IN AO ZONE, USE DEPTH)
04013C	2090H 9-30-2005	E	9-30-2005	X	N/A



VICINITY MAP
N.T.S.

OWNER

CATHOLIC DIOCESE OF PHOENIX
400 EAST MONROE ST.
PHOENIX, ARIZONA 85004
CONTACT: JOE GALANO
TELE: (602) 257-0030

ENGINEER

SITE CONSULTANTS, INC.
113 SOUTH ROCKFORD DRIVE
TEMPE, ARIZONA 85281
TELE: 480-894-2820
CONTACT: MICHAEL J. CAYLOR P.E.

ARCHITECT

LOCKER & CAPPELLO ARCHITECTS, INC
2070 EAST SOUTHERN AVE.
TEMPE, ARIZONA 85282
CONTACT: AL CAPPELLO
TELE: 480-966-6571

ESTIMATED EARTHWORKS

CUT 293 C.Y.

FILL 189 C.Y.

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "AS-BUILT" FOR THE ABOVE REFERENCED COMMERCIAL PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED GRADING & DRAINAGE AND/OR IMPROVEMENT PLANS, THAT IT WILL FUNCTION AS DESIGNED, THAT ALL LIVABLE BUILDING FINISHED FLOORS ARE FREE FROM INUNDATION DURING A 100-YEAR PEAK RUN-OFF EVENT, THAT ALL RETENTION BASINS PROVIDE THE CORRECT VOLUMES, AND THAT ALL RETENTION BASINS WILL DRAIN WITHIN 36 HOURS.

REGISTERED ENGINEER ______ DATE ______

REGISTRATION NUMBER ______

ENGINEERS CERTIFICATION

I HEREBY CERTIFY THE PROPOSED FINISH FLOOR ELEVATIONS ARE FREE FROM INUNDATION DURING A 100-YEAR PEAK RUNOFF EVENT IF CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS

BY: [signature] DATE 1-20-2012

OWNERS COPY

B201006740
REVISED 02/01/2012

ZONING CLEARANCE
APPROVED
DATE

REV.
REV.
REV.
REV.
REV.

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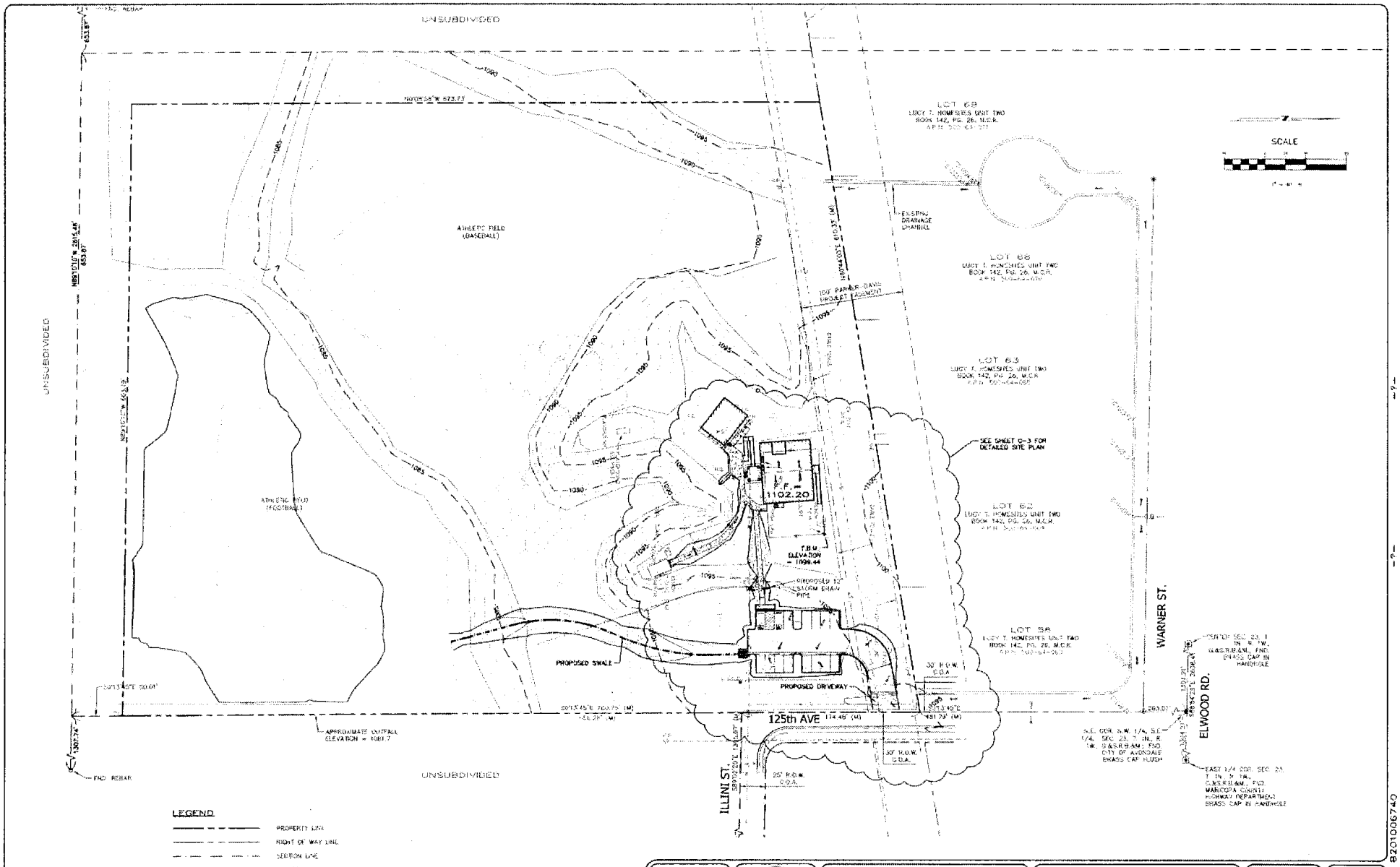
TEL: (480) 894-2820, FAX: (480) 894-2847

CIVIL SITE IMPROVEMENTS
ST. JOHN BOSCO CENTER
12443 WEST ILLINI STREET
MARICOPA COUNTY, AZ 85323

PROJECT NO.: 1443
SCALE: AS NOTED
DRAWN BY: MGG
CHECKED BY: GEF
DATE: 8-24-2011

C-1 of 6



LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- CONTOUR LINE
- SETBACK LINE

REV.
REV.
REV.
REV.
REV.

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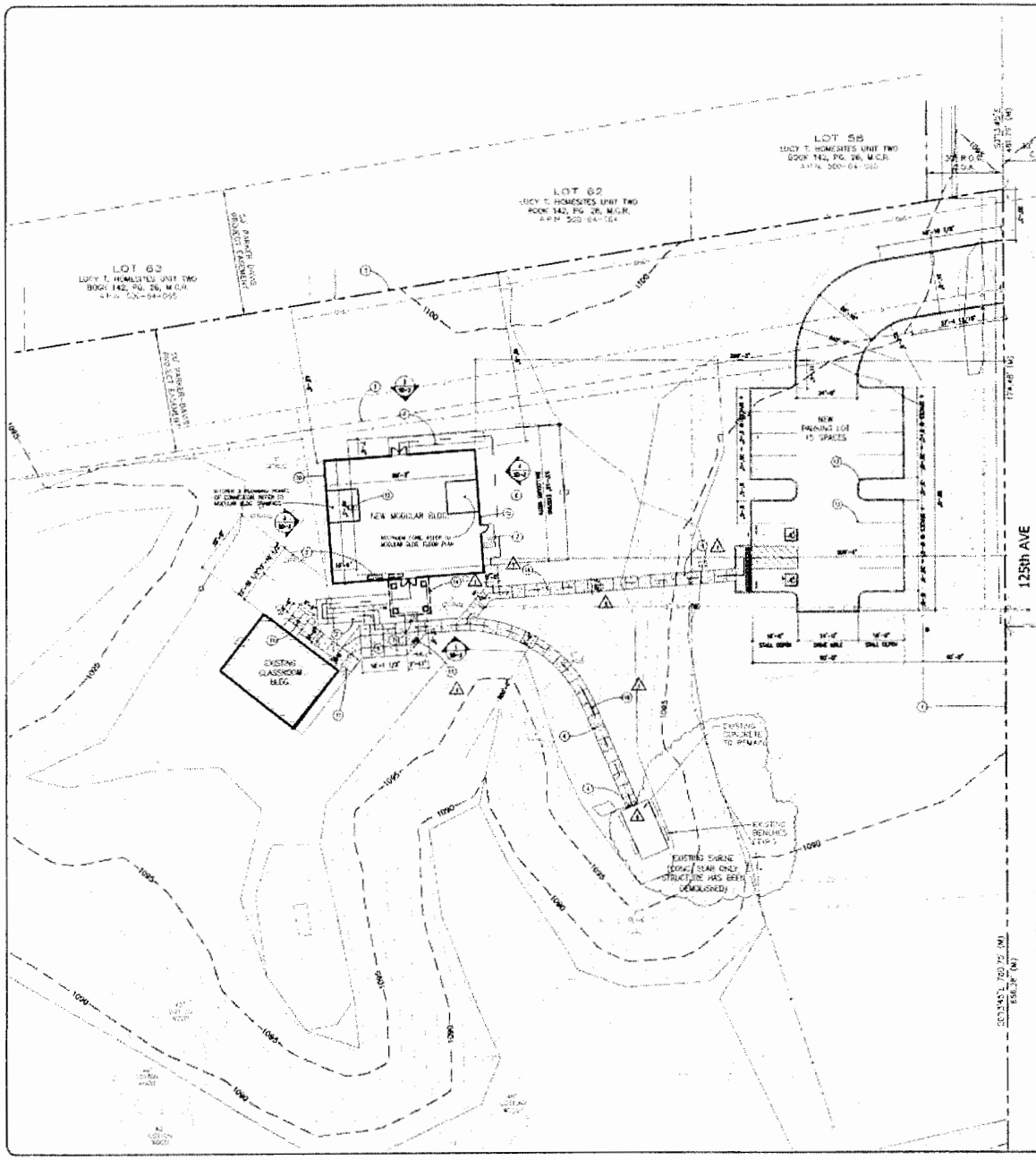
OVERALL SITE PLAN
ST. JOHN BOSCO CENTER
12443 WEST ILLINI STREET
MARICOPA COUNTY, AZ 85323

PROJECT NO. 1442
SCALE: 1" = 40'
DRAWN BY: MAC
CHECKED BY: JES
DATE: 4-24-2017
FILE: 1442-C-2.DWG

C-2
OF
6

B2010067740



SITE DATA:

SITE:

12443 W ILLINI ST.
AVONDALE, MARICOPA COUNTY, AZ 85323

SITE DATA:

ASSESSOR'S PARCEL NO: 500-54-007
ZONING: R1-6
OVERALL SITE AREA: 438,324 S.F. / 10.06 ACRES
PROPOSED SITE AREA: 438,324 S.F. / 10.06 ACRES

BUILDING AREAS:

CONSTRUCTION TYPE & OCCUPANCY:
EXISTING CLASSROOM: TYPE V-B (UNSPRINKLED) — E OCCUPANCY
NEW CLASSROOM BUILDING: TYPE V-B — E OCCUPANCY

EXISTING CLASSROOM BUILDING: 1,674 S.F.
NEW MODULAR BUILDING: 2,565 S.F.
CONVERTED RECO TO MODULAR BUILDING: 240 S.F.
TOTAL: 4,231 S.F.

LOT COVERAGE: 4,231 / 438,324 = 0.96%
ENVIRONMENTAL CONSIDERATIONS:

PARKING REQUIRED:
CLASSROOM USE (SPACE FOR EVERY 400 SF)
EXISTING CLASSROOMS: 9 SPACES
1,842 S.F. / 400 = 5 SPACES
TOTAL: 14 SPACES

PARKING PROVIDED:
STANDARD PARKING: 13 SPACES
VAN ACCESSIBLE PARKING: 1 SPACE
CAR ACCESSIBLE PARKING: 1 SPACE
TOTAL PARKING PROVIDED: 15 SPACES

KEYNOTES

1. PROPERTY LINE
2. DEDICATED EASEMENT FOR OVERHEAD ELECTRICAL LINES
3. ADT USED
4. CONFORM NEW WALKWAY ELEVATION TO EXISTING, TYPICAL
5. ACCESSIBLE CONCRETE WALKWAY; REFER TO ENLARGED PLAN 4/S2-1.0
6. CONCRETE WALKWAY; REFER TO SHEET C-4 FOR MORE INFORMATION
7. ACCESSIBLE RAMP & STAIRS TO BUILDING ENTRANCE TO BE PROVIDED BY MODULAR BUILDING SUPPLIER; REFER TO STANDARD DETAILS AND ENLARGED PLANS 7, 8 & 9/S1 ON ARCHITECT'S SHEET S2-1.2
8. EXISTING BASKET BALL COURT PAVING
9. REMOVE AND RELOCATE EXISTING BENCHES PER OWNER'S INSTRUCTIONS
10. REFER TO STRUCTURAL FOR INFORMATION REGARDING SUPPORT OF MODULAR BUILDINGS
11. CONFORM NEW CONCRETE WALKWAY TO ELEVATION OF EXISTING CONCRETE PAD SUPPORTING EXISTING STAIRS
12. PARKING STRIPING 3" WIDE, WHITE DELINEATED TRAFFIC COATING
13. CONCRETE CURB AT PARKING LOT; REFER SHEET C-4
14. NEW COVERED PORCH WITH POST; REFER TO ENLARGED PLAN ARCHITECT'S SHEET A/S2-1.0
15. REMOVE EXISTING EXPOSED SIDEWALKS AND FILL; PATCH CONCRETE SLAB AS REQUIRED
16. ACCESSIBLE PATH OF TRAVEL
17. REFER TO ARCHITECT SHEET A/S2-1.0 FOR ENLARGED ACCESSIBLE PARKING PLAN
18. NEW HI-LO DRINKING FOUNTAIN, MODEL 2150 OR APPROVED EQUAL; REFER TO ENGINEERS DRAWINGS FOR MORE INFO

SCALE

1" = 20' (H)

REV.	DATE	COMMENTS
REV. 1	2-8-11	FOR CITY COMMENTS
REV. 2	2-8-11	COUNTY COMMENTS
REV. 3	2-10-11	COUNTY COMMENTS
REV. 4	2-15-11	SERVICE COMMENTS
REV. 5	2-15-11	CITY COMMENTS

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DETAILED SITE PLAN

ST. JOHN BOSCO CENTER
12443 WEST ILLINI STREET
MARICOPA COUNTY, AZ 85323

EXPIRES 6-30-2013

PROJECT NO.	1442
SCALE	AS NOTED
DRAWN BY	DCS
CHECKED BY	GEL
DATE	9-24-2010
DWG.	1442-C-03

C-3
OF
6

B201006740

CONSTRUCTION NOTES

1. CLEAR SITE; REMOVE DEBRIS AND EXISTING IMPROVEMENTS WITHIN LIMITS OF NEW CONSTRUCTION. CONTRACTOR TO COORDINATE ALL DEMOLITION WITH ARCHITECT'S PLANS.
2. CONSTRUCT VERTICAL CURB AND GUTTER PER M.A.G. DETAIL 220-1 TYPE "A".
3. CONSTRUCT SINGLE CURB PER M.A.G. DETAIL 222 TYPE "A".
4. CONSTRUCT CURB TERMINATION PER M.A.G. DETAIL 222.
5. INSTALL PRECAST SAFETY CURB PER M.A.G. DETAIL 160.
6. CONSTRUCT CONCRETE SIDEWALK PER M.A.G. DETAIL 230; SEE ARCH PLAN FOR SCORING AND SURFACE TREATMENT.
7. CONSTRUCT CONCRETE VALLEY GUTTER PER DETAIL SHEET C-6.
8. CONSTRUCT ASPHALT PAVEMENT SECTION; 2" A.C. ON 4" A.B.C.
9. CONSTRUCT PAVEMENT SECTION TERMINATION PER M.A.G. DETAIL 201 TYPE "B".
10. CONSTRUCT 2' WIDE CURB OPENING PER DETAIL THIS PLAN SHEET C-6.
11. CONSTRUCT RIP-RAP SECTION PER DETAIL THIS PLAN SHEET C-6.
12. INSTALL 24"x17' DETECTABLE WARNING STRIP.

CONSTRUCTION NOTES

13. ADJUST WATER SERVICE BOX TO FINISH GRADE.
14. ADJUST SEWER CLEAN-OUT TO FINISH GRADE.
15. INSTALL 12" N.D.P.E. STORM DRAIN PIPE.
16. MODULAR ACCESSIBLE RAMP PER BUILDING SUPPLIER.
17. CONSTRUCT DRAINAGE DITCH PER DETAIL SHEET C-6.
S. SAWCUT A NEAT EDGE AND MATCH EXISTING.
M. MATCH EXISTING.

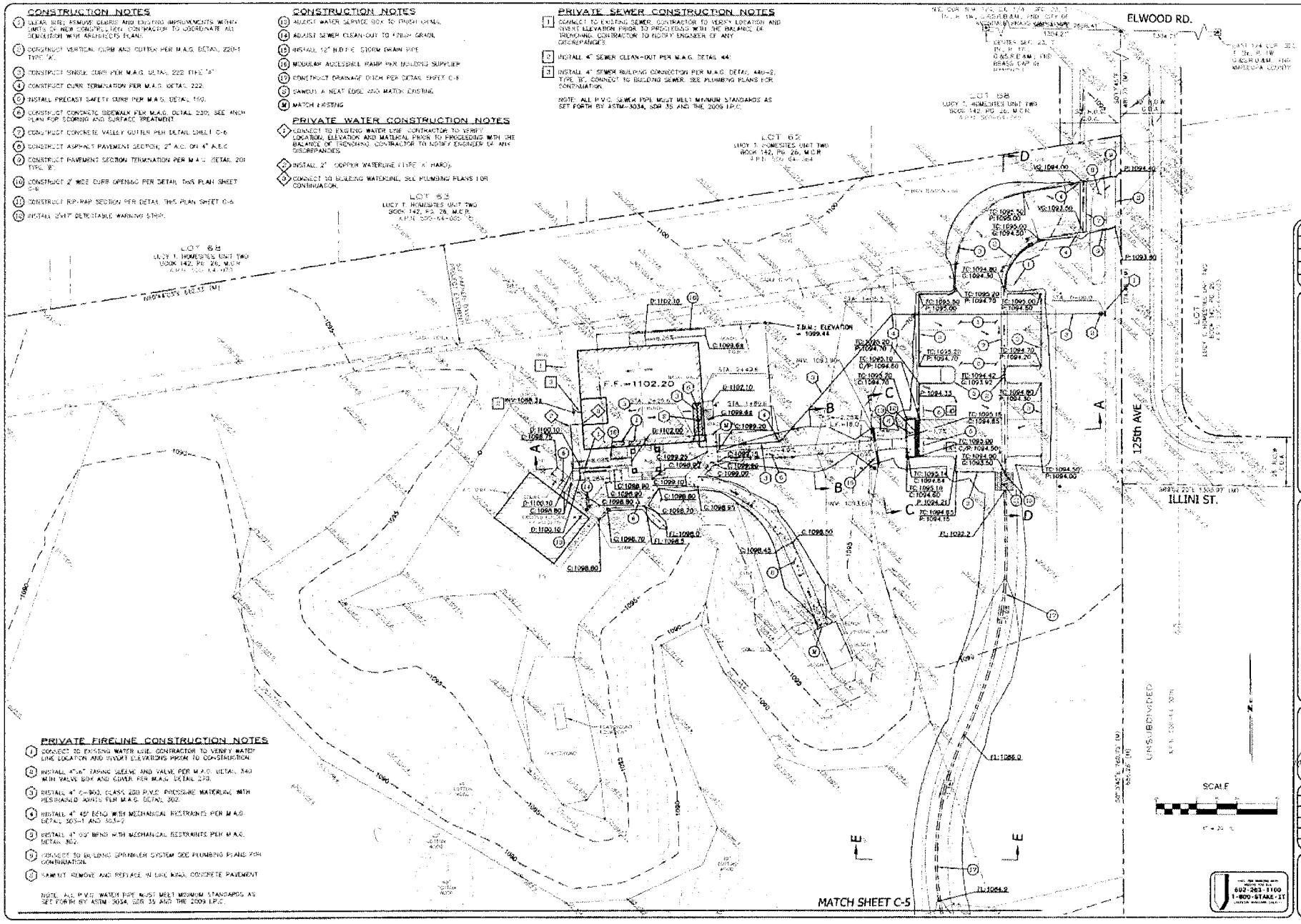
PRIVATE WATER CONSTRUCTION NOTES

1. CONNECT TO EXISTING WATER LINE. CONTRACTOR TO VERIFY LOCATION, ELEVATION AND MATERIAL PRIOR TO PROCEEDING WITH THE BALANCE OF TRENCHING. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
2. INSTALL 2" COPPER WATERLINE (TYPE "K" HARD).
3. CONNECT TO BUILDING WATERLINE. SEE PLUMBING PLANS FOR CONTINUATION.

PRIVATE SEWER CONSTRUCTION NOTES

1. CONNECT TO EXISTING SEWER. CONTRACTOR TO VERIFY LOCATION AND INVERT ELEVATION PRIOR TO PROCEEDING WITH THE BALANCE OF TRENCHING. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
2. INSTALL 4" SEWER CLEAN-OUT PER M.A.G. DETAIL 424.
3. INSTALL 4" SEWER BUILDING CONNECTION PER M.A.G. DETAIL 440-2, TYPE "B". CONNECT TO BUILDING SEWER. SEE PLUMBING PLANS FOR CONTINUATION.

NOTE: ALL P.V.C. SEWER PIPE MUST MEET MINIMUM STANDARDS AS SET FORTH BY ASTM-3034, SDR 35 AND THE 2009 I.P.C.



PRIVATE FIRELINE CONSTRUCTION NOTES

1. CONNECT TO EXISTING WATER LINE. CONTRACTOR TO VERIFY WATER LINE LOCATION AND INVERT ELEVATIONS PRIOR TO CONSTRUCTION.
2. INSTALL 4"x6" TAPPING SLEEVE AND VALVE PER M.A.G. DETAIL 340 WITH VALVE BOX AND COVER PER M.A.G. DETAIL 270.
3. INSTALL 4" C-900, CLASS 200 P.V.C. PRESSURE WATERLINE WITH RESTRAINED JOINTS PER M.A.G. DETAIL 302.
4. INSTALL 4" 45° BEND WITH MECHANICAL RESTRAINTS PER M.A.G. DETAIL 303-1 AND 303-2.
5. INSTALL 4" 90° BEND WITH MECHANICAL RESTRAINTS PER M.A.G. DETAIL 302.
6. CONNECT TO BUILDING SPRINKLER SYSTEM. SEE PLUMBING PLANS FOR CONTINUATION.
S. SAWCUT, REMOVE AND REPLACE IN-LINE REAR CONCRETE PAVEMENT.

NOTE: ALL P.V.C. WATER PIPE MUST MEET MINIMUM STANDARDS AS SET FORTH BY ASTM 3034, SDR 35 AND THE 2009 I.P.C.

REV.
REV.
REV.
REV.
REV.

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113 SOUTH ROCKFORD DRIVE, TEMPE, ARIZONA 85281
TEL. (480) 894-2820, FAX (480) 894-2847

CIVIL SITE IMPROVEMENT PLAN
ST. JOHN BOSCO CENTER
12443 WEST ILLINI STREET
MARICOPA COUNTY, ARIZONA

PROJECT NO.	1842
SCALE	1" = 20'
DRAWN BY	KSO
CHECKED BY	GL
DATE	4-24-2011
DWG.	1842-C-01

C-4
of
6

B2010005740

602-263-1100
1-800-STAKE-IT

MATCH SHEET C-4

CONSTRUCTION NOTES

(18) CONSTRUCT EARTHEN BERM, 8' WIDE TOP, 4:1 SIDE SLOPES MAX., HEIGHT PER PLAN VIEW

(M) MATCH EXISTING

SCALE

1" = 20' ft

FL: 1081.0

1085

1080

DA-1
H.W. = 1081.2
BOTTOM = 1081.04
VOL. PROVIDED= 8,991 cu.ft.

LIMITS OF PONDING

FG: 1081.2

FG: 1081.2

F

F

(18)

(M)

N89°10'19"W 603.70'

UNSUBDIVIDED

S01°34'57" 50.21'

853.87'
N89°10'19"W 2615.48'

602-263-1100
1-800-STAKE-IT

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113 SOUTH ROCKFORD DRIVE, TEMPE, ARIZONA 85281
TEL: (480) 894-2820 FAX: (480) 894-2847

REV.
REV.
REV.
REV.
REV.

CIVIL SITE IMPROVEMENT PLAN

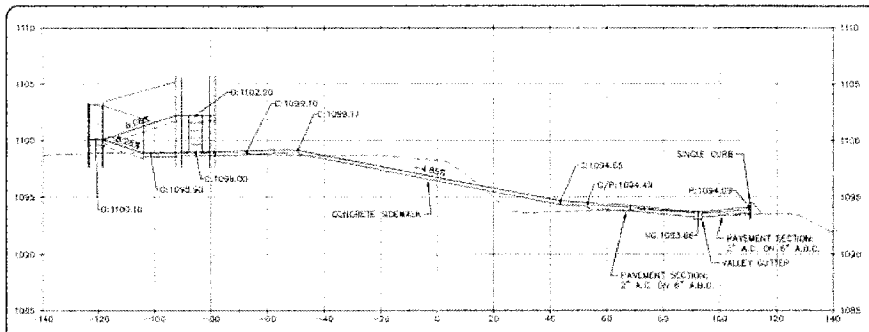
ST. JOHN BOSCO CENTER
12443 WEST ILLINI STREET
MARICOPA COUNTY, ARIZONA

EXPIRES 6-30-2011

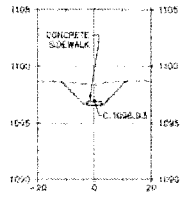
PROJECT NO. 1442
SCALE 1" = 20'
DRAWN BY MJS
CHECKED BY SJN
DATE 6-24-2011
FILE 1442-C-5.DWG

C-5
of
6

B2010067440



SECTION A



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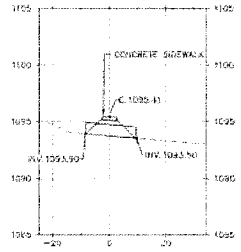

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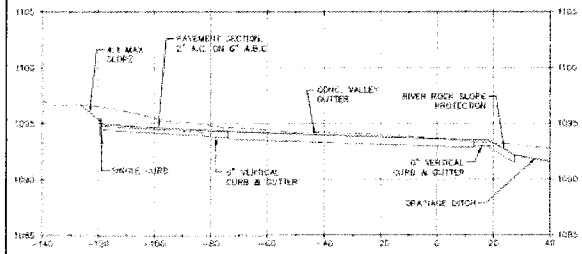

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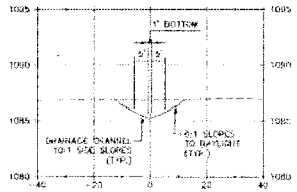
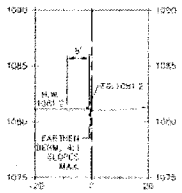


SECTION E



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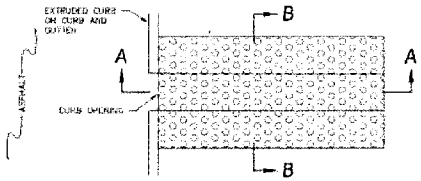
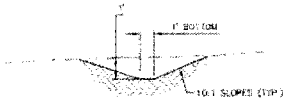
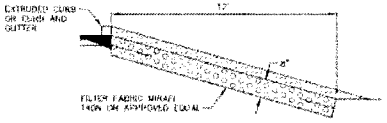


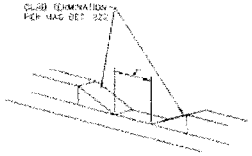
PLAN VIEW



DRAINAGE DITCH
N.T.S.

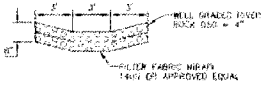


SECTION A-A



CURB OPENING DETAIL
N.T.S.

CONCRETE VALLEY GUTTER
N.T.S.



SECTION B-B

RIVER ROCK SLOPE PROTECTION DETAIL
N.T.S.

Site Consultants, Inc.
ENGINEERS - SURVEYORS - CONSULTANTS
113 SOUTH ROOSEVELT DRIVE, TEMPE, ARIZONA 85281
TEL: (480) 894-2820, FAX: (480) 894-2847

DETAILS & SECTIONS

ST. JOHN BOSCO CENTER
12443 WEST ILLINI STREET
MARICOPA COUNTY, ARIZONA

C-6
of
6

B201006740

EXHIBIT E
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Special Warranty Deed]

See following pages.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20121046913 11/16/2012 04:38
ELECTRONIC RECORDING

Recorded at the request of:
Chicago Title Agency, Inc.

When recorded, mail to:
ROMAN CATHOLIC CHURCH OF PHOENIX
400 EAST MONROE
PHOENIX, AZ 85004

CT801413A-3-1-1--
TomutaC

Escrow No.: CT0801413-CTA2903

Space above this line for Recorder's Use

COURTESY RECORDING
NO TITLE LIABILITY

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

Thomas James Olmsted, Bishop of The Roman Catholic Church of the Diocese of Phoenix, a corporation sole

does hereby convey to

ST. JOHN VIANNEY ROMAN CATHOLIC PARISH GOODYEAR, an Arizona corporation

the following real property situated in Maricopa County, Arizona:

Parcel 1:

Tract D, Goodyear Estates Unit two, according to Book 72 of Maps, Page 35, records of Maricopa County, Arizona

EXCEPTING all mines, minerals, oil, gas and coal in, on or under the surface of the said premises, as reserved in Deed recorded January 9, 1957 in Docket 2072, page 324.

Parcel 2:

Lots 16 and 17, Goodyear Meadows, according to Book 82 of Maps, Page 34, records of Maricopa County, Arizona.

Parcel 3:

Lot 213, Goodyear Estates Unit Three, according to Book 73 of Maps, page 48, records of Maricopa County, Arizona.

EXCEPTING all mines, minerals, oil, gas and coal in, on or under the surface of the said premises, as reserved in Deed recorded January 9, 1957 in Docket 2072, page 324.

Parcel 4:

That part of the East half of the Northwest quarter of the Southeast quarter of Section 23, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said East half of the Northwest quarter of the Southeast quarter of Section 23;

thence North 00 degrees 12 minutes 27 seconds West (measured), North 00 degrees 13 minutes 21 seconds West (record), along the East line of the said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 50.01

feet of the TRUE POINT OF BEGINNING;

thence North 89 degrees 08 minutes 22 seconds West (measured), North 89 degrees 08 minutes 54 seconds West (record), parallel to and 50.00 feet North of the South line of said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 603.83 feet;

thence North 00 degrees 07 minutes 39 seconds West, parallel to and 50.00 feet East of the West line of said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 673.60 feet to a point on the South line of LUCY T. HOMESITES UNIT TWO, a subdivision recorded in Book 142 of Maps, page 26, records of Maricopa County, Arizona;

thence North 80 degrees 45 minutes 04 seconds East (measured), North 80 degrees 44 minutes 54 seconds East (record), along the South line of said LUCY T. HOMSITES UNIT TWO, subdivision, a distance of 610.37 feet to a point on the East line of said East half of the Northwest quarter of the Southeast quarter of Section 23;

thence South 00 degrees 12 minutes 27 seconds East (measured), South 00 degrees 13 minutes 21 seconds East (record), along the East line of the said East half of the Northwest quarter of the Southeast quarter of Section 23, a distance of 780.78 feet to the POINT OF BEGINNING, said point being North 00 degrees 12 minutes 27 seconds West, a distance of 50.01 feet from the said Southeast corner of the East half of the Northwest quarter of the Southeast quarter of Section 23.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record.

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

Dated: September 26, 2012

Thomas James Olmsted, Bishop of The Roman Catholic Church of the Diocese of Phoenix, a corporation sole

BY: Thomas J. Olmsted Date 12/25/12
Thomas James Olmsted, Bishop

Exempt (A.R.S. 11-1134, B7)

NOTARY ACKNOWLEDGMENT(S) TO SPECIAL WARRANTY DEED

20121046913

NOTARY ACKNOWLEDGEMENT(S) TO SPECIAL WARRANTY DEED

State of Arizona

County of Maricopa

The foregoing document was acknowledged before me this 26th day of October, 2012

By Thomas James Olmsted, the Bishop of

The Roman Catholic Church of the Diocese of Phoenix,

a Corporation Sole, on behalf of the Corporation Sole.

(Seal)

LORETTA GARCIA
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
July 8, 2015

Notary Public

CITY COUNCIL REPORT

SUBJECT:
Authorization to Proceed - St. John Bosco Center Annexation

MEETING DATE:
July 1, 2013

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting authorization to proceed with the annexation of APN 500-64-002P owned by the Roman Catholic Church Diocese of Phoenix and located at 12443 W Illini Street in Avondale.

BACKGROUND:

Earlier tonight, the City Council considered a Resolution approving a Pre-Annexation Agreement with Thomas J. Olmstead, Bishop of the Roman Catholic Church of the Diocese of Phoenix for the property located at 12443 W Illini Street in Avondale.

DISCUSSION:

The subject property is within the jurisdiction of Maricopa County and is currently being improved by placing a modular building to be used as an after-school recreational youth center. The developer wishes to connect the new modular building into the city's water and sewer systems. In order to be able to do so, it is necessary for the property to be annexed into the City of Avondale.

Upon Council approval to proceed with the annexation and receipt of utility information from the Department of Revenue, staff will initiate the annexation process which will include the filing of a blank annexation petition at the county recorder's office, scheduling, posting and holding a public hearing within 30 days of filing the blank petition, filing the completed annexation petition at the county recorder's office, and adoption by the City Council of the annexation ordinance.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Clerk to proceed with the annexation of APN 500-64-002P.

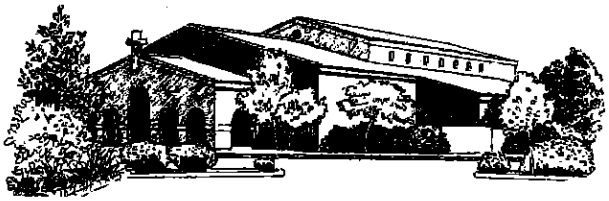
ATTACHMENTS:

Click to download

- Annexation Request
- Map and Legal Description

St. John Vianney Catholic Church

539 La Pasada Boulevard • Goodyear, Arizona 85338
Parish (623) 932-3313 • School (623) 932-2434 • Fax (623) 932-1896



September 4, 2012

Mayor Marie Lopez Rogers
11465 West Civic Center Drive
Avondale, AZ 85323

Mayor Lopez Rogers;

Please be advised that it is the intention of St John Vianney Roman Catholic Parish-Goodyear to annex the property located at 125th Ave & Illini (Lakin Park), hereby known as St. John Bosco Outreach Center, to the City of Avondale.

If you have any questions, please do not hesitate to contact the Parish Business Manager directly at (623)932-3313 or via email at aknappenberger@sjvaz.net.

I look forward to our renewed relationship in servicing the people of Avondale.

In the Service of Christ,

Rev. Thomas J. Eckert, C.S.C
Pastor
St. John Vianney
539 La Pasada Blvd.
Goodyear, AZ 85338

ANNEXATION
St. John Bosco Center
MCA 500-64-002P

LEGAL DESCRIPTION

That part of the East half of the Northwest quarter of the Southeast quarter of Section 23, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 23, a MCHD brass disk in handhole, from which the Southeast corner thereof, a MCHD brass disk in handhole, bears South 01 degrees, 10 minutes 37 seconds East, 2614.24 feet distant, as a basis of bearing;

Thence North 89 degrees 41 minutes 41 seconds West a distance of 1304.24 feet to a point on the East line of the East half of the Northeast quarter of the Southeast quarter of said Section 23,

Thence South 01 degrees 00 minutes 53 seconds West along said East line a distance of 481.97 feet to a point on the Southerly line of LUCY T. HOMESITES UNIT TWO, a subdivision recorded in Book 142 of Maps, page 26, official records of Maricopa County, Arizona, said point also being the True Point of Beginning;

Thence South 01 degrees 00 minutes 53 seconds West continuing along said East line for a distance of 780.78 feet to a point on a line parallel with and 50.00 feet North of the South line of the East half of the Northwest quarter of the Southeast Quarter of said Section 23;

Thence North 89 degrees, 56 minutes 48 seconds West along said South line for distance of 603.83 feet to a point on a line parallel with and 50.00 feet East of the West line of the East half of the Northwest quarter of the Southeast Quarter of said Section 23;

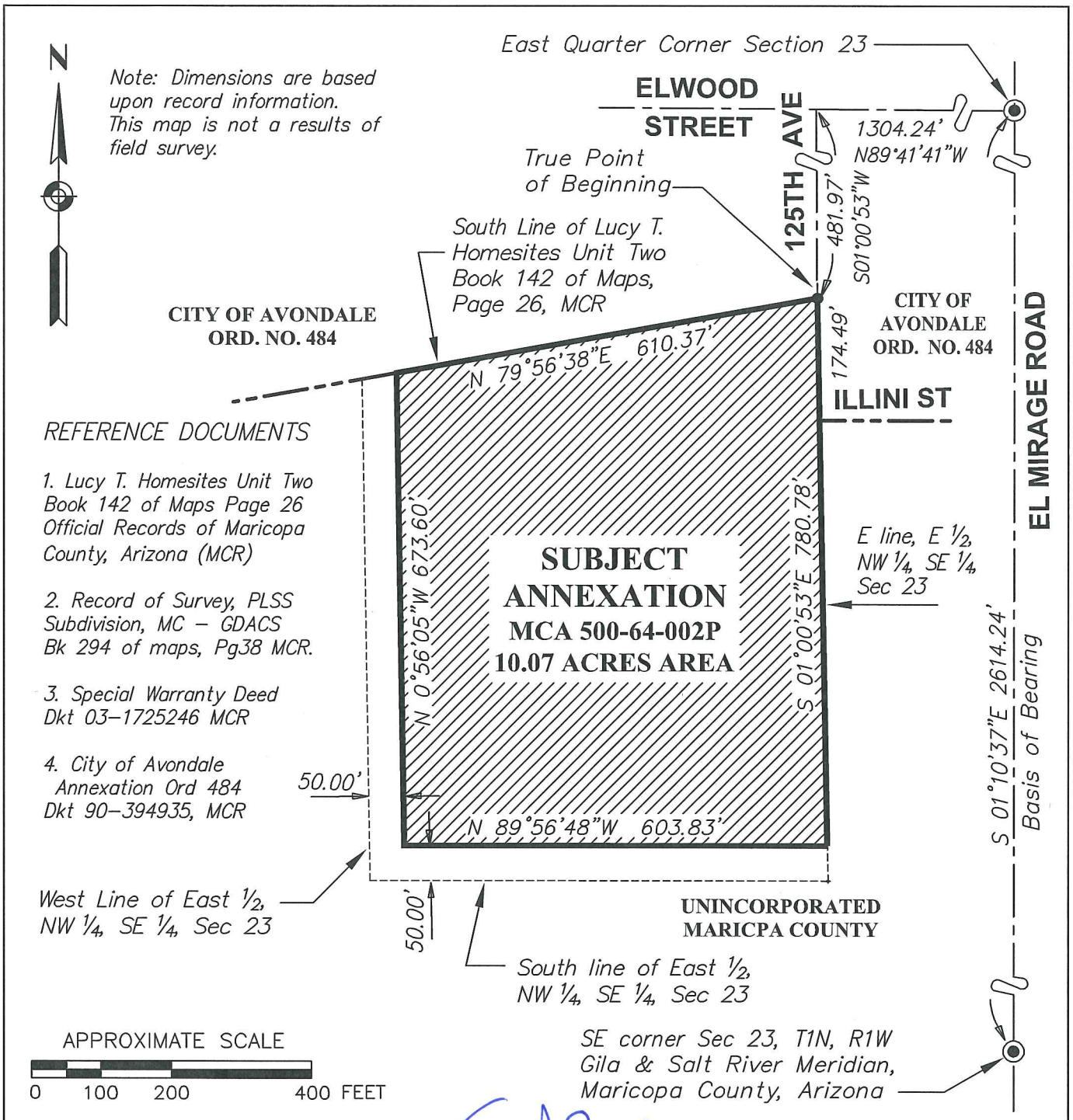
Thence North 0 degrees 56 minutes 05 seconds West along said West line a distance of 673.60 feet to a point on the Southerly line of said LUCY T. HOMESITES UNIT TWO;

Thence North 79 degrees 56 minutes 38 seconds East feet along said Southerly line for a distance of 610.37 feet to the True Point of Beginning;

Said parcel contains 10.07 Acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
13572
LARI DON
SPIRE
Date Signed 7-31-12
ARIZONA, U.S.A.

EXPIRES: June 30, 2013



City of Avondale

ENGINEERING DEPARTMENT

REGISTERED LAND SURVEYOR CERTIFICATE NO. 13572 LARI DON SPIRE Date Signed 7-31-12 ARIZONA, U.S.A.

Expires: 6-30-13

ANNEXATION EXHIBIT MAP

ST JOHN BOSCO CENTER

12443 W. Illini Street, Avondale, Arizona

Part of E. ½, NW 1/4, SE ¼, Sec 23, T1N, R1W, G&SRM, Maricopa County, Arizona

DATE: 7-30-2012	PROJECT NAME ANNEXATION MCA 500-64-002P
DSN:	
DRN. LS	
CHK:	PAGE: 1 of 1

CITY COUNCIL REPORT

SUBJECT:
Resolution 3122-713 - Setting the Property Tax Levy for fiscal year 2013-2014

MEETING DATE:
July 1, 2013

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director 623-333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council adopt a resolution setting the property tax levy for fiscal year 2013-2014, in the amount of $5,662,080

DISCUSSION:

As required by City Charter, Article VI, Section 6 and A.R.S. §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 17, 2013 to solicit public input on the final budget and proposed tax levy. The City has also complied with all Truth in Taxation requirements of A.R.S. §42-17107 by publishing the Truth in Taxation notice in the West Valley View on June 4th and June 11th. In addition, the notice of tax and fee increases for the FY 2013-14 budget was posted prominently on the City's website sixty days prior the public hearing as required by A.R.S. § 9-499-15.

Based on the amounts presented in the final adopted budget, the City will levy the maximum allowable primary property tax levy for the 2013-2014 fiscal year. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is $2,456,898. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is $0.7884 per $100 of assessed valuation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at $3,205,190. The secondary property tax rate is $1.0176 per $100 of assessed valuation.

The total estimated tax rate for fiscal year 2013-2014 is $1.806 per one-hundred dollars of assessed valuation, which is $0.475 higher than the FY 2012-2013 rate of $1.3310. The total tax levy is $5,662,080.

RECOMMENDATION:

Staff recommends that Council adopt a resolution setting the primary and secondary property tax levies for fiscal year 2013-2014, in the amount of $5,662,080.

ATTACHMENTS:

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- [Resolution 3122-713]

RESOLUTION NO. 3122-712

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2014.

WHEREAS, the Council of the City of Avondale (the "City Council") is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each one hundred dollars ($100.00) of valuation of property within the corporate limits of the City of Avondale (the "City"); and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2013-2014 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, the required hearing was held and the City's annual budget was adopted by Resolution No. 3121-613 at a meeting of the City Council held on June 17, 2013, at least 14 days prior to adoption of this Resolution No. 3122-713; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

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. There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate of $0.7884 (or such other amount as deemed necessary by the Maricopa County Treasurer), which is sufficient to raise the sum of $2,456,890, the maximum levy allowed by law for the fiscal year ending on June 30, 2014.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each one hundred dollars ($100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate of $1.0176 (or such other amount as deemed necessary by the Maricopa County Treasurer), which is sufficient to raise the sum of $3,205,190 for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2014.

SECTION 4. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Treasurer and the Maricopa Board of Supervisors.

SECTION 6. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, July 1, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
July 1, 2013

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the City Manager's evaluation.

ATTACHMENTS:

Click to download

No Attachments Available