



CITY COUNCIL AGENDA

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

WORK SESSION
August 4, 2014
6:30 PM

CALL TO ORDER BY MAYOR

- 1 ROLL CALL BY THE CITY CLERK**
- 2. UPDATE ON THE VOLUNTEERS IN SERVICE TO AMERICA (VISTA) PROGRAM**

City Council will receive an update on the implementation of the VISTA program which provides capacity-building support for the City of Avondale's priorities in education, volunteer engagement and crime prevention. For information and discussion only.

- 3 ADJOURNMENT**

Respectfully submitted,

Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles 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 politica 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 estos 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 ninos no sten presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT:

Update on the Volunteers in Service to America (VISTA) Program

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Stephanie Small, Neighborhood & Family Services Director (623) 333-2711**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

The purpose of this item is to provide an update on the implementation of the VISTA program which provides capacity-building support for the City of Avondale's priorities in education, volunteer engagement and crime prevention.

BACKGROUND:

AmeriCorps VISTA is the national service program of the Corporation for National and Community Service, designed specifically to fight poverty. Founded in 1965 as Volunteers in Service to America, the program became part of the AmeriCorps network of programs in 1993. VISTA supports efforts to alleviate poverty by engaging individuals in a year of full-time service with a sponsoring organization to create or expand programs designed to bring individuals and communities out of poverty. VISTA members do not provide direct services to low-income individuals, but rather work to increase the capacity of organizations to fight poverty.

The Neighborhood & Family Services, Parks, Recreation & Libraries and Police Departments collaborated on an application for five VISTA members to assist in building our programs in the areas of education, community outreach and crime prevention. VISTA members will recruit volunteers who will be engaged in the schools, libraries, resource centers and in the community. Their work will support services that contribute to the economic well-being of low-income residents and support improved educational outcomes in Avondale schools. This resource would support the Avondale Educational and Community Engagement Initiative (AECE), the City's effort to improve the educational outcomes and economic well-being of Avondale's low-income residents. These strategies under AECE will include:

- Harnessing volunteers to improve the housing of low-income residents
- Encouraging parents to engage in their children's education
- Connecting residents to technology and educational resources through the libraries
- Funneling volunteers to support the schools
- Supporting the volunteer needs of non-profit organizations
- Educating residents on consumer scams, predatory lending and crime prevention

The City of Avondale's application was approved in February 2014. The City provides matching funds that cover the stipends of two members for a total of \$22,704 per year, is charged on a monthly basis beginning in July, 2014. In addition, the City provides a housing stipend of \$150 per month (\$9,000 annually) for eligible members. These stipends make our positions more

competitive to national and local candidate pools. This City of Avondale highlighted this milestone during the National Day of Service in April 2014.

DISCUSSION:

The City of Avondale began the implementation of its VISTA program in March 2014. The first phase of the implementation process includes the training of supervisors and program managers, the recruitment and selection of qualified candidates, the training and orientation of VISTA members to the community and the program objectives. In April 2014, staff completed national Supervisors Orientation (SO), two members completed national Pre-Service Orientation (PSO) and we welcomed our first two VISTA members. One member was assigned to the Police Department and one to Neighborhood and Family Services.

The Neighborhood & Family Services, Parks, Recreation & Libraries, Police and Human Resource Departments collaborated to develop a comprehensive On-Site Orientation. The first two members completed orientation on May 1, 2014. Members received detailed information regarding the AECE Initiative and performance measures, completed tours of Avondale, City facilities and areas of concentration in an effort to acclimate them to their service area. Each new member will complete the On-Site training as a requirement for AECE.

In August 2014, two new VISTA members will complete the PSO and will begin service on August 18, 2014. One member will be assigned to Park, Recreation and Libraries and one to Neighborhood and Family Services. To date, VISTA members have been instrumental in researching best practices, harnessing volunteers and gleaning donations for various projects within the departments. Staff, with the assistance of VISTA members will begin the planning phase for the collective impact strategy with the school districts in September 2014.

BUDGET IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

This item is for information and discussion only.



CITY COUNCIL AGENDA

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

REGULAR MEETING

August 4, 2014

7:00 PM

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 SCHEDULED PUBLIC APPEARANCES

a. SOUTHWEST VALLEY CHAMBER OF COMMERCE

John Safin, President of the Southwest Valley Chamber of Commerce has requested the opportunity to update the Council regarding the Chamber's activities.

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Work Session of July 21, 2014
2. Regular Meeting of July 21, 2014

b. LIQUOR LICENSE - SERIES 12 (RESTAURANT) - HACIENDA MEXICAN FOOD

City Council will consider a request to approve an application submitted by Mr. Jose Albert Salas for a Series 12 Restaurant License to sell all spirituous liquors at Hacienda Mexican food located at 1109 N Dysart Road in Avondale. The Council will take appropriate action.

c. EMPLOYMENT AGREEMENT - CITY MANAGER - DAVID FITZHUGH

City Council will consider a request to approve the Employment Agreement with David Fitzhugh for the position of City Manager and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

d. PROFESSIONAL SERVICES AGREEMENT - DIBBLE CM LLC

City Council will consider a request to approve a Professional Service Agreement with Dibble CM LLC to provide Construction Management for Northside Booster Pump Station improvements in the amount of \$139,475 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **PROFESSIONAL SERVICES AGREEMENT - DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC. - SEWER INSPECTION**

City Council will consider a request to approve a Professional Services Agreement with Dibble and Associates Consulting Engineers, Inc. to complete a sewer inspection of the City's large diameter sewerlines for \$129,843.50, and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The City Council will take appropriate action.

f. **COOPERATIVE PURCHASING AGREEMENT - GLOBAL DATA SERVICES, INC.**

City Council will consider a request to approve a Cooperative Purchasing Agreement with Global Data Services for communications cabling materials and services as City projects arise in an annual amount not to exceed \$25,000 for an aggregate amount of \$75,000 over the term of the contract and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.. The Council will take appropriate action.

g. **COOPERATIVE PURCHASING AGREEMENT - CORPORATE TECHNOLOGY SOLUTIONS LLC**

City Council will consider a request to approve a Cooperative Purchasing Agreement with Corporate Technology Solutions LLC for communications cabling materials and services in an amount not to exceed \$40,000 annually for a total aggregate amount of \$120,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

h. **FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT - NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC.**

City Council will consider a request to approve the First Amendment to the Subrecipient Agreement with Neighborhood Housing Services of Phoenix, Inc. to extend the term of the contract to March 10, 2015 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **FOURTH AMENDMENT TO CONSTRUCTION AGREEMENT - PRO-LOW JOINT VENTURE**

City Council will consider a request to approve the fourth amendment to the construction agreement with ProLow Joint Venture for the construction of the Legacy Avondale homes to extend the contract to September 4, 2014 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **DONATION AGREEMENT CCM PARCAP ROOSEVELT, LLC 107TH AVENUE AND VAN BUREN STREET**

City Council will consider a request to approve a Donation Agreement for right-of-way for a portion of the Northwest corner of Van Buren Street and 107th Avenue and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

k. **ORDINANCE 1553-814 - ACQUISITION OF REAL PROPERTY FOR DYSART ROAD IMPROVEMENT PROJECT**

City Council will consider an ordinance authorizing the dedication, purchase or condemnation of real property for the Dysart Road Improvement Project, located on the west side of Dysart Road between Western Avenue and Hill Drive and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

I. ORDINANCE 1554-814 - ACCEPTANCE OF DEDICATION OF WATERLINE EASEMENT

City Council will consider an ordinance accepting the dedication of a waterline easement from Mr. Garcia in the former Rigby Water Service Area and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 LIQUOR LICENSE - PERSON TRANSFER SERIES 6 BAR LICENSE - AGUILA'S HIDEAWAY

City Council will consider a request for approval of an application submitted by Javier Jimenez Aguilar for a Person Transfer of a Series 6 - Bar Liquor License to serve all spirituous liquors to be used at Aguila's Hideaway located a 1235 N 8th Street in Avondale. The Council will take appropriate action.

6 PUBLIC HEARING AND ORDINANCE 1555-814 AVONDALE BUSINESS CENTER PAD AMENDMENT (PL-14-0036)

City Council will hold a public hearing and consider a request by Mr. Stephen C. Earl, Earl, Curley, and Lagarde P.C., to amend the Avondale Business Center Planned Area Development (PAD), located at the southeast corner of McDowell Road and 113th Avenue to enlarge the boundaries of the PAD from 9.6 acres to 16.1 acres by incorporating approximately 6.5 acres of land currently zoned A-1 (General Industrial) located west of the existing development, and revise the PAD's list of permitted uses by adding a series of retail, service, hospitality, and office land uses. The Council will take appropriate action.

7 CONSTRUCTION CONTRACT - BLUCOR CONTRACTING

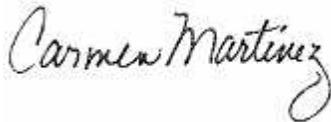
City Council will consider a request approve a Construction Contract with Blucor Contracting to provide construction services for the Garden Lakes Water Service Replacements and Asphalt Overlays Project in the amount of \$2,713,174.00, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

8 STREET TREE MASTER PLAN

City Council will review the proposed Draft Street Tree Master Plan and offer suggestions to staff on how the Plan can best achieve the goals for increased shade coverage, beautification of the community, and sustainable development. For information and discussion only.

9 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL AGENDA

SUBJECT:

Liquor License - Series 12 (Restaurant) -
Hacienda Mexican Food

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Carmen Martinez, City Clerk (623) 333-1214**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is recommending approval of an application submitted by Mr. Jose Albert Salas for a Series 12 Restaurant License to sell all spirituous liquors at Hacienda Mexican food located at 1109 N Dysart Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Jose Albert Salas for a Series 12 Restaurant license to sell all spirituous liquors at Hacienda Mexican Food located at 1109 N Dysart Road in Avondale, Arizona. The fees in the amount of \$1,350 have been paid.

As required by state law and city ordinance, the application was posted for the required period of time starting July 14, 2014. A notice was published in the West Valley View on July 25 and 29, 2014. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Development Services, Finance, Police and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of an application submitted by Mr. Jose Albert Salas for a Series 12 Restaurant License to sell all spirituous liquors at Hacienda Mexican food located at 1109 N Dysart Road in Avondale.

ATTACHMENTS:**Description**

[Application](#)

[Departmental Review](#)

[Posting photos](#)

[Vicinity Map](#)

ENTERED
14 JUN 16 10:47 AM '14

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): 12

1. Type of License(s): Restaurant

2. Total fees attached: \$ 172.00

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. Salas Jose Albert
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Hacienda Mexican Food, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Hacienda Mexican Food
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 1109 N Dysart Rd Avondale Maricopa 85323
623 5334252 (Do not use PO Box Number) County Zip
5. Business Phone: Pending Daytime Phone: _____ Email: _____
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: _____
8. Price paid for license only bar, beer and wine, or liquor store: Type 12 \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY				
Fees:	<u>100.00</u>	<u>50.00</u>	<u>22.00</u>	\$ <u>172.00</u>
	Application	Interim Permit	Site Inspection	Finger Prints
TOTAL OF ALL FEES				
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
Accepted by:	<u>Jb</u>	Date:	<u>06-16-14</u>	Lic. # <u>12079937</u>

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.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ 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
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

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

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

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

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.: Hacienda Mexican Food LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 05/07/2014 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: L1925958-4 Date authorized to do business in AZ: 05-19-2014
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
Salas	Jose	Albert	member	[REDACTED]	[REDACTED]
Mendez	Nancy	Carina	member	[REDACTED]	[REDACTED]

(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
Salas	Jose	Albert	100%	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: 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

(Signature of NOTARY PUBLIC)

My commission expires on: _____



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

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

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

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

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

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

- 1. Distance to nearest school: _____ ft. Name of school _____
Address _____
City, State, Zip _____
- 2. Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip _____

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

4. If the premises is leased give lessors: Name Ronald D. Roberts
Address _____
City, State, Zip _____

4a. Monthly rental/lease rate \$ 5,000.00 What is the remaining length of the lease 1 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? \$ 0 or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
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)? restaurant

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 # _____ (exactly as it appears on license) Name _____

14 JUN 15 11:49 AM Dept of Liquor

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.

Jose A. Sales
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.

JAS
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? July, 04, 2014
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 spirituous 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.

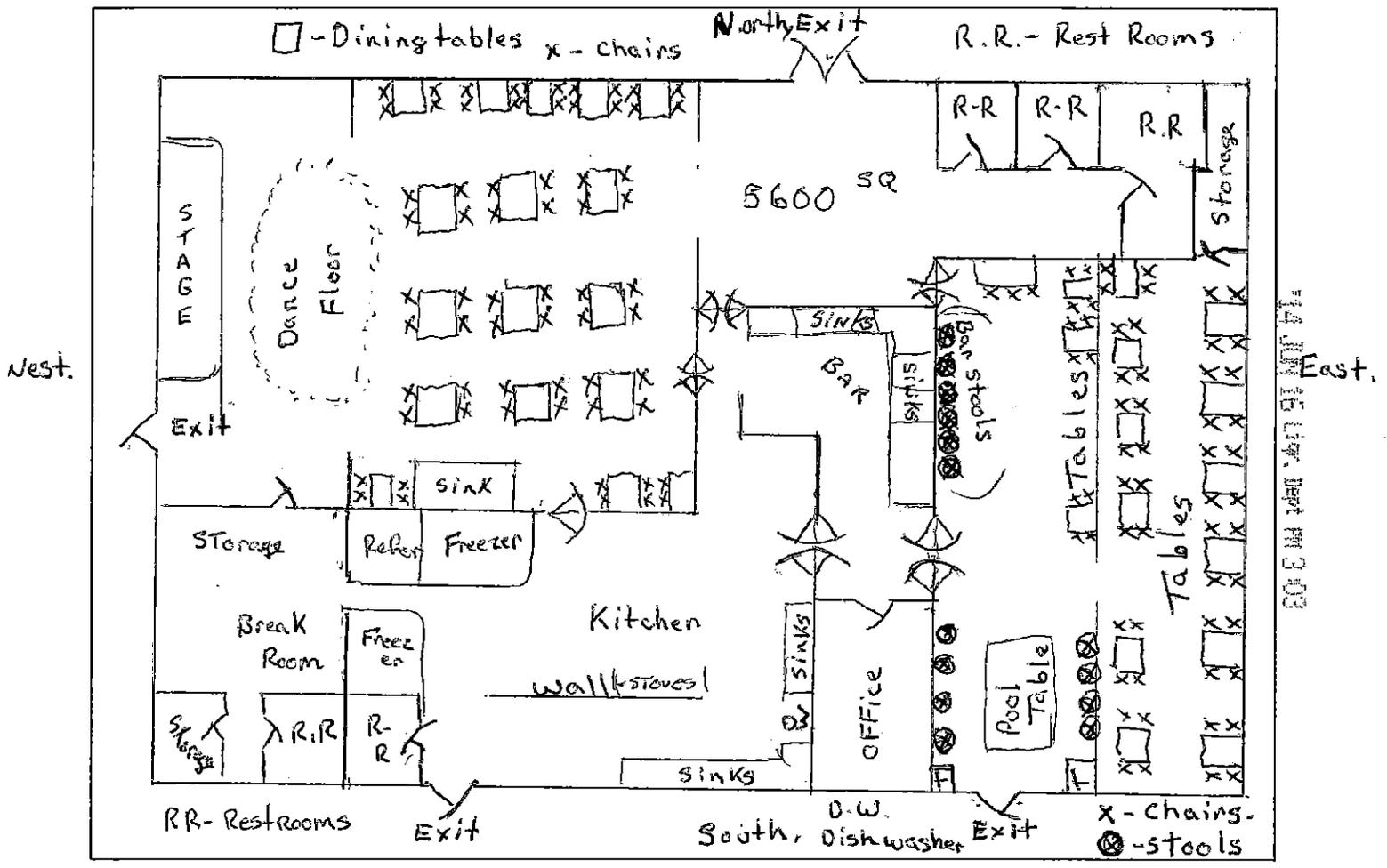
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

JAS
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.



SECTION 16 Signature Block

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

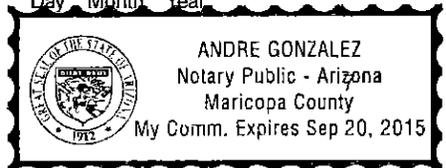
X Jose A. Salas
 (Signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16th of June, 2014
 Day Month Year

My commission expires on: 09/20/2015
 Day Month Year

[Signature]
 signature of NOTARY PUBLIC





ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RESTAURANT OPERATION PLAN

LICENSE # 12079937

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

Grill	Wolf, model # C36-S-2B-24G-N, 135,000, Natural Gas
Oven	Wolf, model # NKGDL, 44,000, Singledeck gas convection oven
Freezer	Heatcraft Bohn, 8X10 X 7"6" H., 77
Refrigerator	Heatcraft Bohn, 8X8X7"6" H., 62
Sink	Allstrong, GSW SE10143D 3-compartment.
Dish Washing Facilities	Eidahl Jackson ES 4000 Chemical Sanitation
Food Preparation Counter (Dimensions)	Beverage Air SPE60-12 60"
Other	Wolf counter top range model # VCRH24

2. Print the name of your restaurant: Hacienda Mexican Food.

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

4. List the seating capacity for:

- a. Restaurant area of your premises (do not include patio seating) [120]
- b. Bar area of your premises [+ 90]
- c. Total area of your premises [222]

5. What type of dinnerware and utensils are utilized within your restaurant?

- Reusable Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). Yes 43 % No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 57 %

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

ENTERED

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

Televisions 0 32' LG
Television 1 53' LG

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

Thursdays Karaoke 5:00 pm - 9:00 pm
Fridays Banda 4:00 pm - 10:00 pm
Saturday - Sunday Mariachi 12:00 pm - 4:00 pm

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

- 2 cooks responsible for cooking food.
- 1 Hostess responsible to greet customers
- 4 waitress responsible for taking orders and bringing food out to customers.
- 2 Dishwashers responsible for washing dishes

14 JUN 16 09:18 AM '14

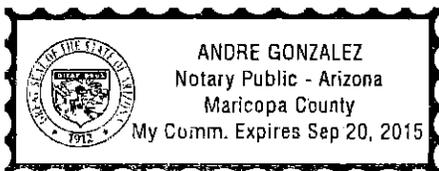
I, Jose Albert Salas, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X Jose A. Salas
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 16th day of June, 2014.
Day of Month Month Year

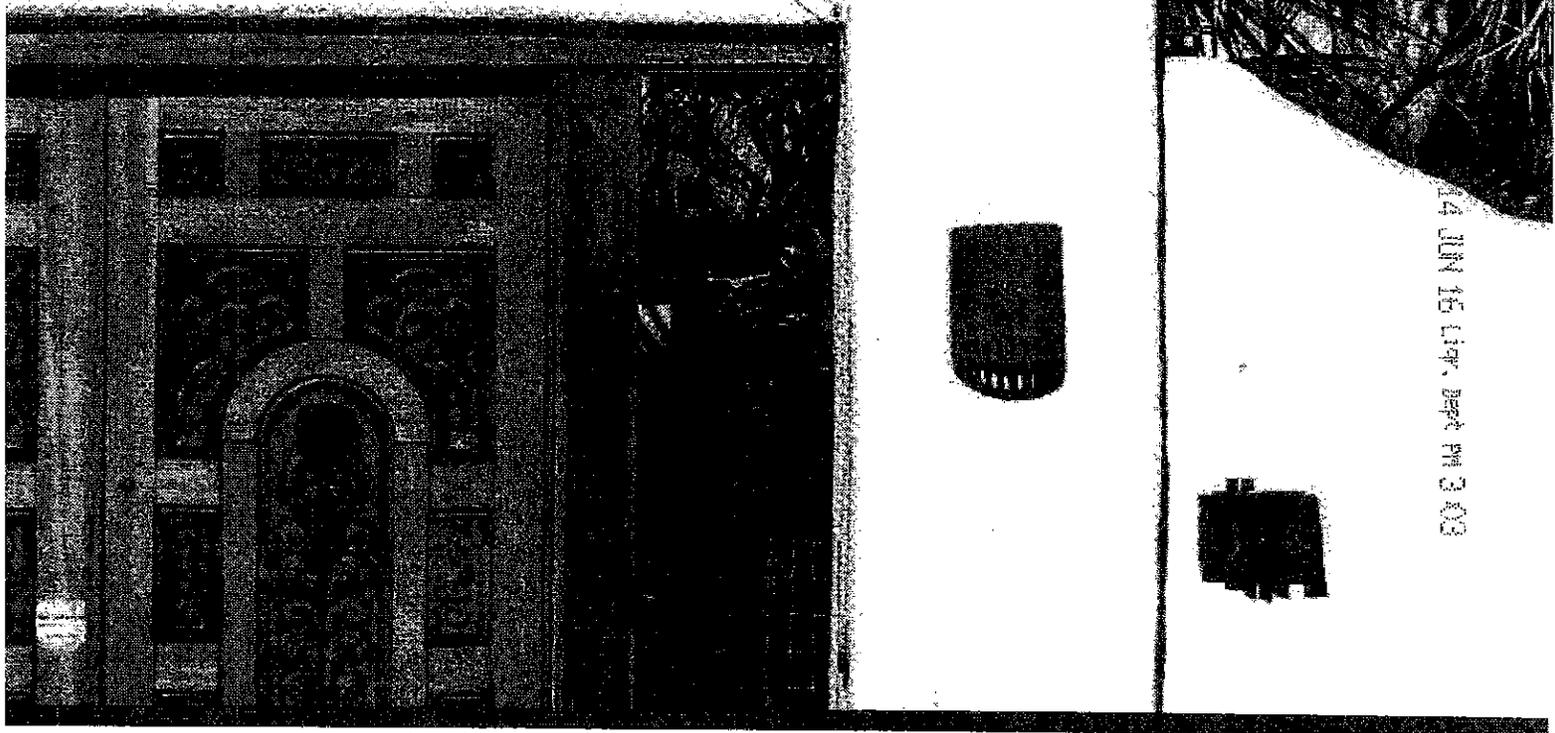
My commission expires on: 09/20/2015

[Signature]
(Signature of NOTARY PUBLIC)

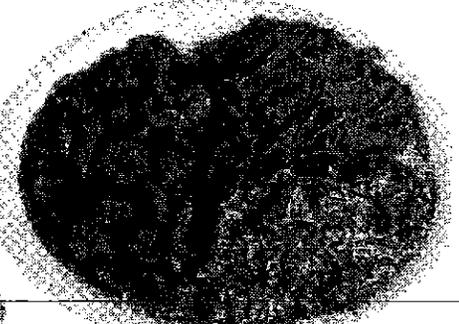


Hacienda

AUTHENTIC MEXICAN FOOD



14 JUN 15 11:41 AM '03



www.haciendamexico.com
1005 D



Mariscos

Augua Chiles Verde o Rojo	15.00
Coctel de Camaron Small	8.75
Coctel de Camaron Large	10.50
Camaron al Mojo de Ajo	12.75
Pescado al Mojo de Ajo	12.75
Camaron ala Diabla	12.75
Fajitas de Camaron	13.00
Empanizados	11.25
Momias	11.75

Tacos

Pollo ~ Chicken	1.50
Carne Asada ~ Grilled Beef	2.00
Pescado ~ Fish	2.50
Camaron ~ Shrimp	2.75
Lengua ~ Tongue	2.50
Barbacoa	2.50

Burritos

Pollo ~ Chicken	6.75
Carne Asada ~ Grilled Beef	7.00
Carne Desebrada ~ Shredded Beef	6.75

Fajitas ~

Beef	6.50
Chicken	6.00

Tostadas

Carne Asada ~ Grilled Beef	3.25
Pollo ~ Chicken	2.00
Frijoles ~ Beans	1.25
Ceviche Camaron ~ Shrimp Ceviche	4.25

Enchiladas

Queso ~ Cheese	1.25
Pollo ~ Chicken	1.50
Carne Desebrada ~ Shredded Beef	1.75

14 JUN 16 1974 Dept PM 3 03



Combinations ~ Served with Rice & Beans

1. Hacienda Plate: 1 Chile Relleno, 1 Taco, & 1 Enchilada de Queso	10.00
2. 2 Enchiladas & 1 Chile Relleno	9.50
3. 2 Enchiladas ~ Beef, Chicken or Queso	9.00
4. Carne Asada Burrito	10.00
5. Carne de Cerdo ~ Pork Chop.	10.00 (2)
6. Steak Ranchero	10.50
7. Chicharon con Chile Verde.	8.00
8. Burrito Enchilada Style	10.00
9. Carne Asada	8.50
10. Chile Verde	8.00
11. Chile Rojo	8.00
12. Chimichanga	9.25
13. Barbaco estilo Mexico	10.50
14. Quesadilla Beef or Chicken	9.00
15. 3 Tacos Dorados	7.50

14 JUN 15 11:47 AM Dept PW 303

Hacienda Special - Mon, Tue, Wed.

*Mole: Rice & Beans	?
*Gorditas: Carne con Chile rojo o verde	?
*Costillas de Puerco con Chile Verde	?
*Espinazo de Res	?

Saturday & Sunday Only

*Menudo ~ Rojo o Blanco	?
*Barbaco al Estilo Mexico	?
*Served with Homemade Tortillas	

Ninos/Kids ~ Served with Rice & Beans or Fries

Chicken Nuggets	4.50
Hamburger	4.75
Mini Quesadilla	4.25
Burrito de Frigor	4.00

Fountain Drinks ~ 2.00 (Free Refills)

Pepsi, Diet Pepsi, Sierra Mist, Crush Orange, Dr. Pepper, Lipton Brisk Unsweetened, Lipton Brisk Raspberry, Tropicana Pink Lemonade

Aguas Frescas 2.25 (Horchata, Jamaica, Limonada, Piña Colada)

ENTERED
/

14 JUN 16 11:49 AM DEPT # 3 03

Appetizers

Nachos	5.25
Onion Rings	5.00
Taco Salad	5.50
Chicken Wings	6.50 (10 wings)
	8.00 (20 wings)

Caldos ~ Soups

Albondigas	6.25
Caldo de Res	6.50
Caldo de Pollo	6.50
Sopa de Tortilla	5.75

Side Orders

Rice or Beans	1.75
French Fries	2.25
Tamale	2.50
Guacamole Dip	2.50
Fried Jalapenos ~ Chile Toreado	0.25
Calavosas Mexicanas	2.50

Desayunos ~ Breakfast

Huevos Rancheros ~ verde o rojo	7.00
Huevos con Chorizo	7.00
Chilaquiles ~ verde o rojo	7.00
Omelette	7.00
Huevos ala Mexicana	7.00
Burrito Papas con chorizo	5.00
Burrito California	5.75
Nopalitos con Huevo	5.50

Sopes

Beef	3.50
Chicken	3.25
Lengua	3.50
Barbacoa	3.75
Carne Desebrada	3.75

ENTERED

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, Arizona 85007-2934
www.azliquor.gov
(602)542-5141

RECORDS REQUIRED FOR AUDIT

Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

In the event that your business is audited by the Department of Liquor, you will be asked to provide documentation of compliance with A.R.S. §4-205.02(H). Other documents that may be required for audit include and are not limited to:

14 JAN 16 11:47 AM '03

- 1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
- 2. A list of *all* food and liquor vendors.
- 3. The restaurant menu reflecting prices during the audit period.
- 4. A price list for alcoholic beverages on menu during the audit period.
- 5. Mark-up figures on food and alcoholic products during the audit period.
- 6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
- 7. Monthly Inventory Figures - beginning and ending figures for food and liquor.
- 8. Chart of accounts (copy).
- 9. Financial Statements (Income Statements, Balance Sheets, etc).
- 10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily Sales Reports (to include the name of wait staff, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks

- 11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns

- 12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign-in and -out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

-
- 13. Off-Site Catering records (must be complete and separate from restaurant records)
 - A. All documents which support the income derived from the sale of food to be consumed off of the licensed premises
 - B. All documents which support purchases made for food to be consumed off of the licensed premises
 - C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment-to-establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)(7) AND A.R.S. §4-205.02(H)

A.R.S. §4-210(A)(7)

The Licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02 (H)

1. "Gross Revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

2. "Restaurant" means an establishment which derives at least forty per cent of its gross revenue from the sale of food, including sales of food for consumption off the licensed premises if the amount of these sales included in the calculation of gross revenue from the sale of food does not exceed fifteen percent of all gross revenue of the restaurant.

I, Jose Albert Salas have read and fully understand all aspects of this statement.

Print Full Name (first, middle, last)

Jose A. Salas
Signature of Licensee

Notary

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

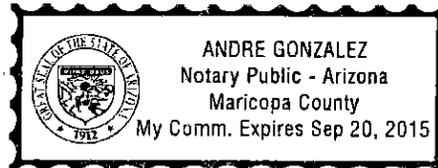
16th day of JUNE, 2014

Day Month Year

My Commission Expires on: 09/20/2015

Day Month Year

[Signature]
Signature of Notary



14 JUN 16 11:47 AM Dept PH 3 04

MAKE A COPY OF THE DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE



04682543

AZ CORPORATION COMMISSION
FILED

AZ CORPORATION COMMISSION
FILED

MAY 28 2014

MAY 14 2014



FILE NO. L-1925958-4

FILE NO. L-19259584

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR A/C 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
(entity name must contain the words "Limited Liability Company" or "LLC")

PROFESSIONAL LIMITED LIABILITY COMPANY
(entity name must contain the words "Professional Limited Liability Company" or "PLLC")

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

Hacienda Mexican Food LLC

3. PROFESSIONAL LIMITED LIABILITY COMPANY SERVICES - If and only 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 for service of process - see Instructions L010i

4.1 REQUIRED - give the name (can be an Arizona resident or an Arizona-registered 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):	
Jose Salas Statutory Agent Name			
1109 N Dysart Address 1			
Avondale City		AZ State	
85323 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)		AZ
City	State or Province	Zip
Country	U.S.A.	

14 JUN 16 11:49 AM 2014



6. **DURATION** - if the duration or life period of the LLC is perpetual (forever), then skip this section and continue to number 7 or number 8. Otherwise, check only one box below *and fill in* the corresponding blank:

- 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 (meaning one or more managers will run the company) and complete and attach **ONLY** the Manager Structure Attachment form L040. (Both members and managers will be listed on the Manager Structure Attachment.) *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 (meaning all members will run the company together if there is no operating agreement stating otherwise), and complete and attach **ONLY** the Member Structure Attachment form L041. (All members will be listed on the Member Structure Attachment.) *The filing will be rejected if it is submitted without the attachment.*

9. **ORGANIZERS and SIGNATURE** - the individual or pre-existing entity submitting this document is the Organizer - list the name of the Organizer below. If the Organizer is an individual, that individual must sign below. If the Organizer is a pre-existing entity, provide the signature of the individual acting for that entity, then print the individual's name.

The person signing below declares and certifies under penalty of perjury that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.

Organizer: JOSE SALAS

Signature:  Date: 5/27/14

Printed Name (if different from Organizer) _____

14 JUN 16 11:49 AM Dept PH 3-03

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.



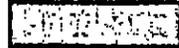
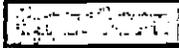
DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

MEMBER STRUCTURE ATTACHMENT

- ENTITY NAME** - give the exact name of the LLC (foreign LLCs - give name in domicile state or country):
HACIENDA MEXICAN FOOD LLC.
- A.C.C. FILE NUMBER** (if known): 1-1925958-4
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>
- MEMBERS** - give the name and address of all Members. If more space is needed, use another Member Structure Attachment form.

14 JUN 16 11:09 AM 2014 PM 3:03

1. JOSE SALAS				2. NANCY MENDER			
Name				Name			
Address 1 <u>1109 N Dysart</u>				Address 1 <u>1109 N Dysart Rd.</u>			
Address 2 (optional)				Address 2 (optional)			
City <u>Avondale, vs</u>		State or Province <u>AZ</u>	Zip <u>85323</u>	City <u>Avondale</u>		State or Province <u>AZ</u>	Zip <u>85323</u>
Country <input checked="" type="checkbox"/> US				Country <input checked="" type="checkbox"/> US			
3.				4.			
Name				Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country <input type="checkbox"/>				Country <input type="checkbox"/>			
5.				6.			
Name				Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country <input type="checkbox"/>				Country <input type="checkbox"/>			
7.				8.			
Name				Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country <input type="checkbox"/>				Country <input type="checkbox"/>			



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

STATUTORY AGENT ACCEPTANCE

Please read Instructions M0021

- 1. **ENTITY NAME** - give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent (this must match exactly the name as listed on the document appointing the statutory agent, e.g., Articles of Organization or Article of Incorporation):

HACIENDA MEXICAN FOOD LLC.

- 2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ): L-1925958-4
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>

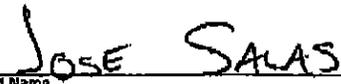
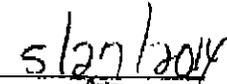
- 3. **STATUTORY AGENT NAME** - give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be either an individual or an entity). **NOTE** - the name must match exactly the statutory agent name as listed in the document that appoints the statutory agent (e.g. Articles of Incorporation or Articles of Organization), including any middle initial or suffix:

JOSE SALAS

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 appointing entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

The person signing below declares and certifies under penalty of perjury that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.

REQUIRED - check only one:

<input checked="" type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual	<input type="checkbox"/> 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) 800-345-5818.

14 JUN 16 11:47 AM 2014

Operating Agreement



I,

Jose Albert Salas and Nancy Carina Mendez will be the members of Hacienda Mexican Food LLC we will be responsible for employee payroll, employee verification, inventory ordering, deposits for restaurant, helping our employees in anything they will need help with. We will be managing the ins and outs in the restaurant. I Jose Albert Salas will be sole 100% of the business.

Jose A. Salas

Jose A. Salas | member | 100%

Nancy C. Mendez

Nancy C. Mendez | member

JUN 16 11:49 AM '03



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

804-047
P1071770 JB

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.

Liquor License #

12079937

(If the location is currently licensed)

1. Check appropriate box →	<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19)	<input checked="" type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21)	<input type="checkbox"/> Manager (Only) (Complete All Questions except # 14, 14a & 21)
	Controlling Person or Agent must complete #21 for a Manager		Controlling Person or Agent must complete # 21

2. Name: Salas Jose Albert Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

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

4. Place of Birth: Phoenix AZ USA Height: 5-04 Weight: 160 Eyes: BRN Hair: BLK
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

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

7. You are a bona fide resident of what state? NO If Arizona, date of residency: _____

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

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: Hacienda Mexican Food Premises Phone: Pending 602-533-4252

11. Physical Location of Licensed Premises Address: 1109 N Dusart Rd. Avondale Maricopa 85323
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
05-2013	CURRENT	Landscaping	Reliable landscaping: 10929 W 2nd St. Cashion AZ 85329
12-2000	05-2013	Equipment operator	City of Avondale: 399 E. Lower Buckeye Rd. 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
10-1994	CURRENT	OWN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SEE AMENDMENT

14 JUL 22 Lic. Lic. # 1910

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 Applicant Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks. This information must be blocked to be unreadable prior to posting for public review.

Read carefully. This instrument is a legal 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 loss or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT OR MANAGER. UPON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT 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 #
12079937

(if the location is currently licensed)

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

2. Name: Salas Jose Albert Last First Middle Date of Birth: (NOT a Public Record)

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

4. Place of Birth: City State Country (not county) Height: Weight: Eyes: Hair:

5. Marital Status Single Married Divorced Widowed

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

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

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: Premises #:

11. Physical Location of Licensed Premises Address: 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 first.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Includes a 'CURRENT' row.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

Table with 6 columns: 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. Includes a 'CURRENT' row.

April 16, 2012

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

AMENDMENT

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 12, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

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

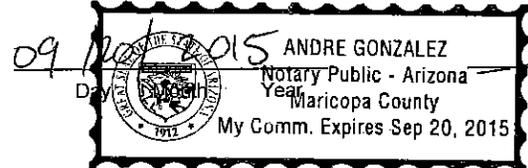
20. I, Jose Albert Salas, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X Jose A. Salas
(Signature of Applicant)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this
16th day of June, 2014
Month Year

My commission expires on:



[Signature]
(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

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

_____ day of _____, _____
Month Year

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

714 JUN 15 4:49 PM '14

Certificate # ON-LINE

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

<input type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

jose salas

Full Name (please print)

[Signature]
Signature

07/16/2014

Training Completion Date

07/16/2017

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF – All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

Jared Repinski

Instructor Name (please print)

I, Jared Repinski certify that the above named individual did successfully complete

Title 4 BASIC Training in accordance with A.R.S. 54-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature]

Instructor Signature

16 / 07 / 2014

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
| In state Microbrewery (series 3) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | Beer & Wine Store (series 10) |

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

14 JUL 22 11:41 AM '14

Certificate # ON-LINE

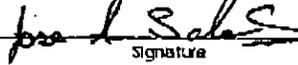
**Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training**

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.
A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

jose salas

Full Name (please print)



Signature

07/16/2014

07/16/2017

Training Completion Date

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF - All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

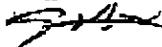
Mailing Address

(480) 664-0389

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete Title 4 MANAGEMENT training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Name (please print)



Instructor Signature

16 / 07 / 2014
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operation of a liquor-licensed business of a type listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a type listed below

- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
| In-state Microbrewery (series 3) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | Beer & Wine Store (series 10) |

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

14 JUL 22 11:41 AM '14

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

ENTERED
06-16-14
AFFIDAVIT
P1071771 JTB

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 #

12179937

(If the location is currently licensed)

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

2. Name: Mendez Nancy Carina Date of Birth: [Redacted]
Last First Middle (NOT a Public Record)

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

4. Place of Birth: Phoenix AZ USA Height: 5-02 Weight: 110 Eyes: GRN Hair: BR
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

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

7. You are a bona fide resident of what state? NO If Arizona, date of residency: [Redacted]

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

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: Hacienda Mexican Food Premises Phone: Pending 623-533-4252

11. Physical Location of Licensed Premises Address: 1109 N Dussart Rd. Avondale Maricopa 85323
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
04-2014	CURRENT	Assistant manager	Hacienda Mexican Food: 1109 N. Dussart Rd. Avondale AZ 85323
06-2008	04-2014	CNA - Secretary	Banner Estrella: 9201 W Thomas Rd. PHX, AZ 85033

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
10-1987	CURRENT	Rent	[Redacted]	[Redacted]	[Redacted]	[Redacted]
			SEE AMENDMENT			

14 JUL 22 Liq. Lic. AM 9:10

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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Read carefully. This instrument is a change of information. 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. UPON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT 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. § 44-6952 will be charged for all dishonored checks.

Liquor License #

12079937

(If the location is currently licensed)

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

2. Name: Mendez Nancy Carina Last First Middle Date of Birth: / / (NOT a Public Record)

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

4. Place of Birth: City State Country (not county) Height: Weight: Eyes: Hair: _____

5. Marital Status Single Married Divorced Widowed

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

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

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: _____ Premises # _____

11. Physical Location of Licensed Premises Address: _____ Street Address (Do not use PO Box #) City County Zip

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Includes a 'CURRENT' row.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

Table with 4 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENTIAL Street Address. Includes a 'CURRENT' row.

April 16, 2012

Disabled individuals requiring special accommodations, please call the Department (602) 542-9277

AMENDMENT

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 12, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

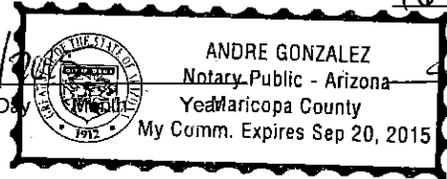
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Nancy Carina Mendez, 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 Nancy C. Mendez
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 16th day of June, 2014
Month Year

My commission expires on: 09/20/2015



[Signature]
(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 Arizona County of Maricopa

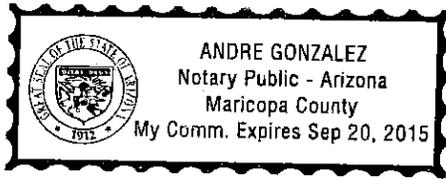
x [Signature]
Signature of Controlling Person or Agent (circle one)

The foregoing instrument was acknowledged before me this 16th day of June, 2014
Month Year

Jose Albert Satas
Print Name

[Signature]
(Signature of NOTARY PUBLIC)

My commission expires on: 09/20/2015
Day Month Year



*14 JUN 16 11:49 AM Dept PW 304



STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES AND CONTROL

JANICE K. BREWER
GOVERNOR

ALAN EVERETT
DIRECTOR

14 JUN 16 11:49 AM '14

June 16, 2014

Nancy Mendez
10929 W 2nd St
Cashion, AZ 85329

Re: Illegible Fingerprints N/A
Liquor License #12079937

Dear Applicant:

The Federal Bureau of Investigations cannot complete your background investigation based on the fact that the fingerprint cards you submitted are not classifiable. The inability to classify fingerprints is usually due to circumstances beyond your control. Therefore, you must complete the affidavit below within two weeks, in lieu of submitting another fingerprint card, in order to complete the processing of your application.

Applicant's Affidavit

State of Arizona County of Maricopa

I, Nancy Carina Mendez, hereby attest, under oath, that I have not been detained, cited, arrested, indicted or summoned into court for violation of ANY law, or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years: (If none, insert "NONE")

Offense Explanation Date Police Agency

None

Nancy C. Mendez
(Applicant's Signature)
16 day of JUNE
Jennifer Benson
(Notary Public)

SUBSCRIBED AND ACKNOWLEDGED before me this

, 201 4.

My commission expires



Certificate # ON-LINE

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

<input type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Nancy Mendez

Full Name (please print)

Nancy C. Mendez

Signature

07/16/2014

Training Completion Date

07/16/2017

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF - All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

Jared Repinski

Instructor Name (please print)

I, _____, certify that the above named individual did successfully complete

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Jared Repinski

Instructor Signature

16 / 07 / 2014

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

14 JUL 22 11:38 AM '14

Certificate # ON-LINE

**Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training**

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.
A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Nancy Mendez

Full Name (please print)

Nancy C. Mendez

Signature

07/16/2014

Training Completion Date

07/16/2017

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF - All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

I, Jared Replinski, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Jared Replinski

Instructor Signature

16 / 07 / 2014

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 6)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 4)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

14 JUL 22 11:38 AM '14



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12: RESTAURANT

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: JOSE ALBERT SALAS

BUSINESS NAME: HACIENDA MEXICAN FOOD

BUSINESS ADDRESS: 1109 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

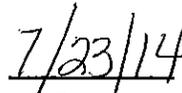
DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE


TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 14, 2013



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12: RESTAURANT

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: JOSE ALBERT SALAS

BUSINESS NAME: HACIENDA MEXICAN FOOD

BUSINESS ADDRESS: 1109 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

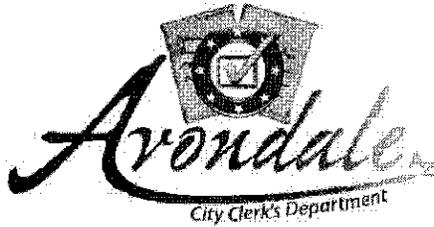
DENIED

Jose G. Gomez
SIGNATURE

Fire Inspector
TITLE

7/22/14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 14, 2013



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12: RESTAURANT

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: JOSE ALBERT SALAS

BUSINESS NAME: HACIENDA MEXICAN FOOD

BUSINESS ADDRESS: 1109 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



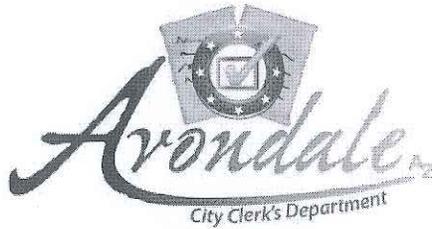
SIGNATURE
Chief Building Officer

TITLE

7/8/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 14, 2013



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12: RESTAURANT

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: JOSE ALBERT SALAS

BUSINESS NAME: HACIENDA MEXICAN FOOD

BUSINESS ADDRESS: 1109 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



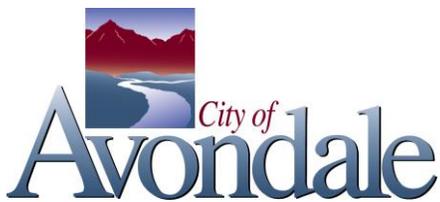
SIGNATURE
Zoning Specialist

TITLE

7/15/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 14, 2013



DEVELOPMENT SERVICES

MEMORANDUM

DATE: July 9, 2014

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 12 Restaurant Liquor License
Hacienda Mexican Restaurant
1109 N Dysart Rd

The site is located on the northeast corner of Dysart Road and Madison Street. The building is existing.

A Series 12 liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Local Commercial and the current zoning is Community Commercial (C-2). A dine-in restaurant is a permitted use.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map

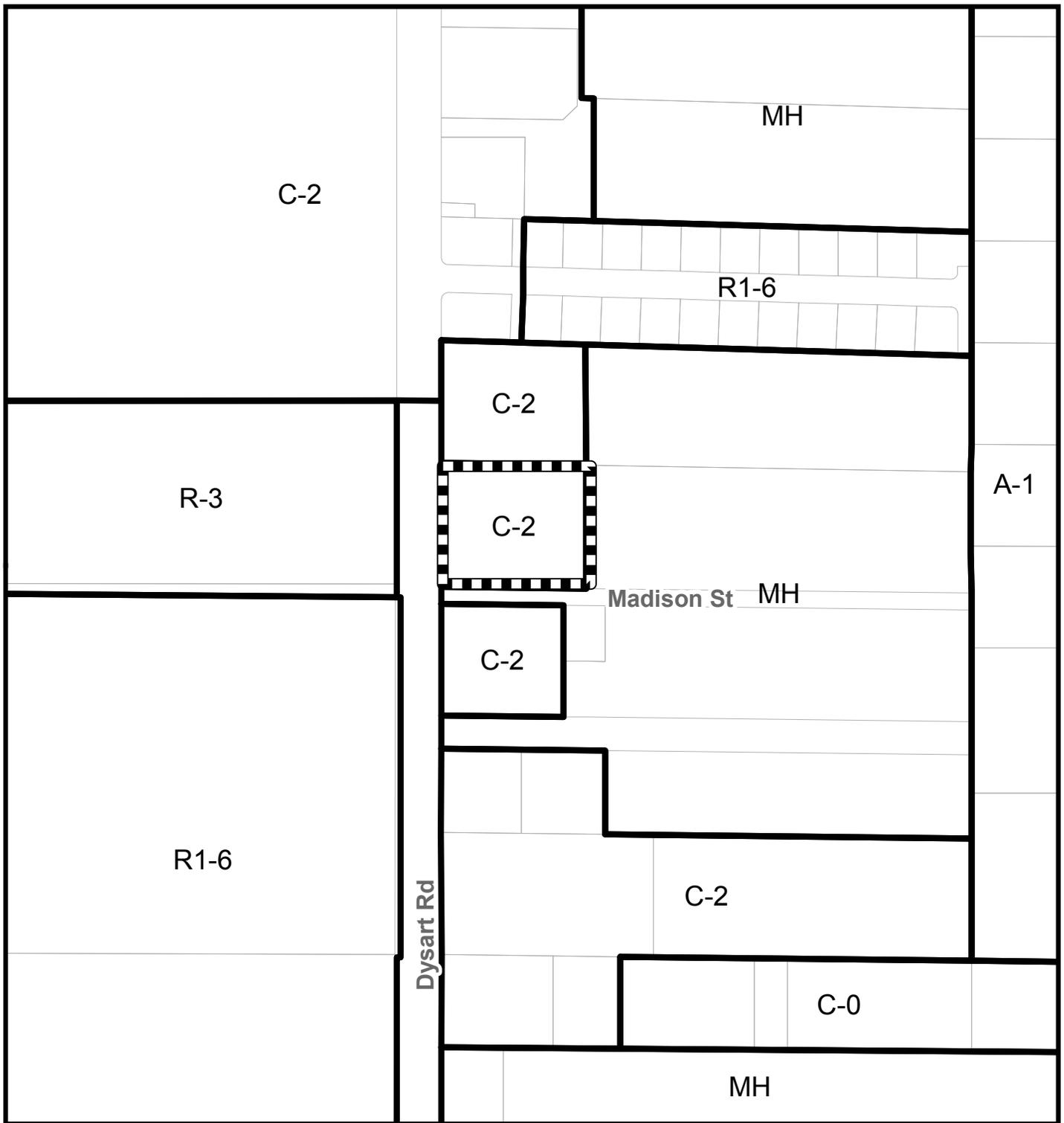


2014 Aerial Photograph

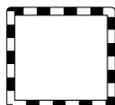


Hacienda Mexican Restaurant





Zoning Vicinity Map



Hacienda Mexican Restaurant





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12: RESTAURANT

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: JOSE ALBERT SALAS

BUSINESS NAME: HACIENDA MEXICAN FOOD

BUSINESS ADDRESS: 1109 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED


SIGNATURE

Tax Audit Supervisor
TITLE

7-9-14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 14, 2013

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JULY 14, 2014

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, AUGUST 4, 2014
AT 7:00 PM.

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

SERIES 12: RESTAURANT LIQUOR LICENSE

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:

HACIENDA MEXICAN FOOD
1109 N. DYSART ROAD
Avondale, AZ. 85323

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

2014.07.14 10:50

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 June 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers who've registered in the last 12 months of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 8 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, 9, 12, 14, 15, 16
 PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 9, 12, 15, 16
 LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 9, 12, 15, 16
 PROVISIONAL ASSIGNMENT/REVOCATION DECREE
Complete Sections 2, 3, 4, 9, 12, 16 (Not required)
 GOVERNMENT Complete Sections 2, 3, 4, 9, 12, 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 8
 OTHER (Specify)

SECTION 3 Type of license and fees LICENSE # 12 1219823
1. Type of License: Restaurant 2. Total fees attached: \$ 300
APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
The fee shown under A.R.S. 46-602 will be charged for all dishonored checks.

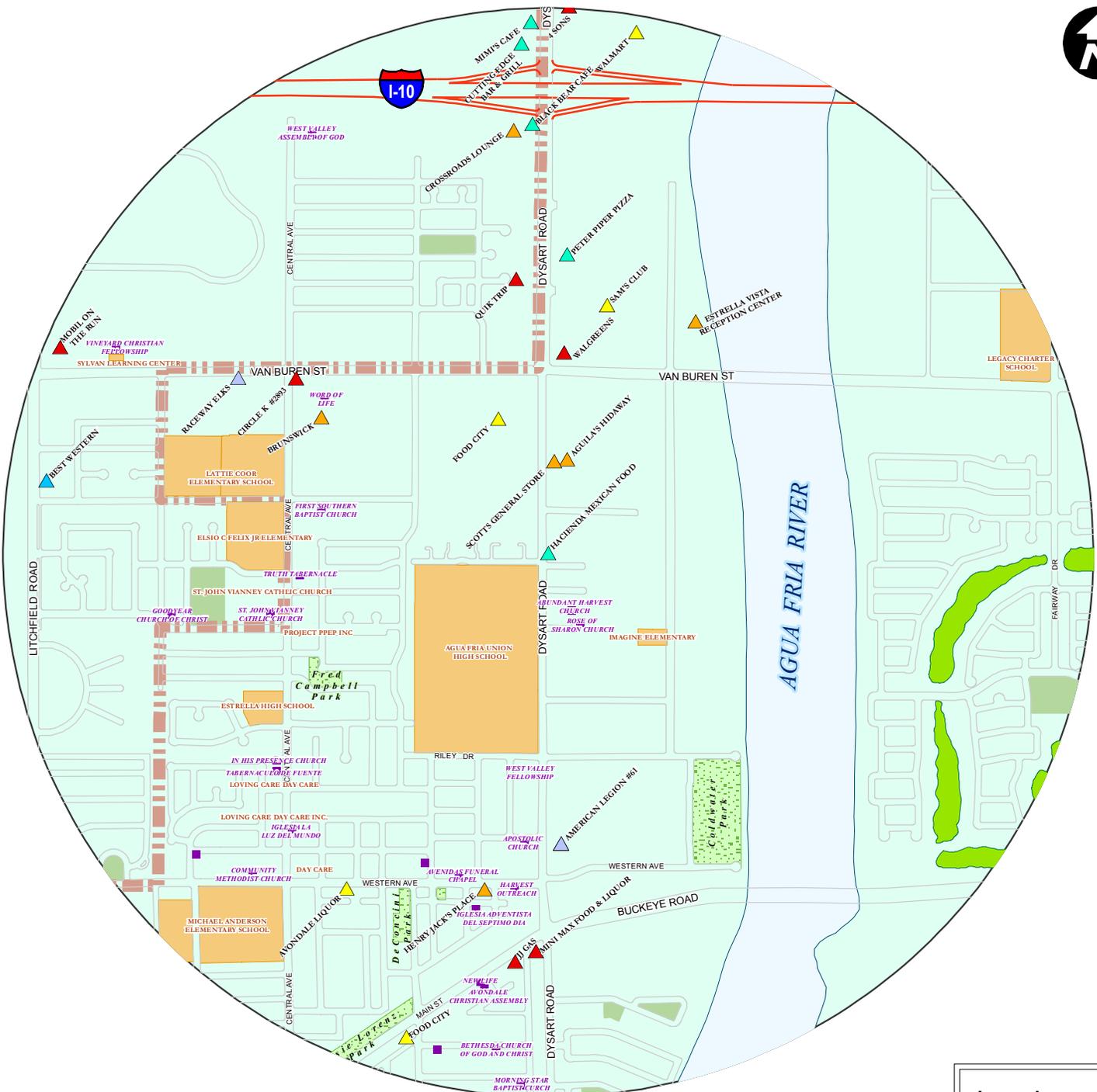
SECTION 4 Applicant:
1. Owner/Agent's Name: Salas Jose Albert
(print one name ONLY to register in format) Last First Middle
2. Corp./Partnership/L.L.C.: Hacienda Mexican Food LLC
(check if it applies in format of Inc. or Articles of Org.)
3. Business Name: Hacienda Mexican Food
(check if it applies in format of permit)
4. Principal Street Location: 1109 N. Dysart Rd Avondale 85523
(check if not on I-17 or the Maricopa) City State Zip
623-5154228 ext. 200 (for use only) Daytime Phone: [redacted] Email: [redacted]
5. Business Phone: Pending Daytime Phone: [redacted] Email: [redacted]
6. Is the business located within the incorporation limits of the above city or town? YES NO
7. Mailing Address: [redacted] City State Zip
8. Price paid for license only bar, beer and wine, or liquor store. Type 12 \$ 22.00 172.00

DEPARTMENT USE ONLY
Fees: Application 100.00 Interim Permit 50.00 Site Inspection 22.00 Finger Prints 172.00
TOTAL OF ALL FEES 344.00

Check for State Benefits complete? YES NO



2014.07.14 10:52



HACIENDA MEXICAN FOOD
1109 N DYSART RD
1 Mile Buffer

Legend

Liquor License

- SERIES 5
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 9S
- SERIES 10
- SERIES 11
- SERIES 12
- SERIES 14
- SERIES 15
- SERIES 16





CITY COUNCIL AGENDA

SUBJECT:

Employment Agreement - City Manager - David Fitzhugh

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Andrew McGuire, City Attorney (602) 257-7664**THROUGH:** David Fitzhugh, City Manager**DISCUSSION:**

The Purpose of this agenda item is to request Council approval of the Employment Agreement for the City Manager, David Fitzhugh (the "Agreement"), in accordance with the discussion by the Council in executive session on July 14, 2014. The Agreement is what I believe to be the embodiment of the comments received during the executive session, subject to modifications resulting from negotiations, as discussed in my July 16, 2014, confidential correspondence to Council. As no consensus may be reached in executive session, the Agreement is presented for your approval as part of the public agenda.

RECOMMENDATION:

Approval of the Agreement and authorization for the Mayor and the City Clerk to execute the document.

ATTACHMENTS:

Description

[Employment Agreement](#)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into August 4, 2014, by and between the City of Avondale, an Arizona municipal corporation (the “City”) and David W. Fitzhugh (“Fitzhugh”).

RECITALS

A. The City desires to employ Fitzhugh as City Manager of the City, as provided by the Avondale City Charter (the “Charter”).

B. It is the desire of the Council of the City of Avondale (the “City Council”) to provide certain benefits, to establish certain conditions of employment and to set working conditions for Fitzhugh.

C. Fitzhugh desires to accept employment as City Manager of the City.

D. The parties acknowledge that Fitzhugh is a member of the International City/County Management Association (“ICMA”) and that Fitzhugh is subject to the ICMA Code of Ethics.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and are deemed an integral part of this Agreement, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the City and Fitzhugh hereby agree as follows:

1. Duties. Fitzhugh shall perform the functions and duties specified for the City Manager in the Charter and shall perform other legally permissible and proper duties and functions as the City Council shall from time to time assign. Fitzhugh shall not be reassigned from the position of City Manager to another position without his express, written consent.

2. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until terminated by either the City or Fitzhugh as set forth below. During the term of this Agreement, Fitzhugh shall be in the exclusive employ of the City and shall not accept other employment or carry out any other business except that of the position of the City Manager. The term “employment” shall not be construed to include occasional teaching, serving as an adjunct faculty member at a college or university, writing, consulting, presenting at professional seminars, conferences or other meetings, and related activities for compensation performed outside his normal work hours and without the use of City resources.

3. Termination. The City may terminate this Agreement by an affirmative vote of the majority of the City Council with or without cause at any time, subject only to the severance provisions set forth in Subsection 3.1 below. Fitzhugh may terminate this Agreement at any time, with or without cause, upon not less than 30 calendar days’ notice to the City Council.

3.1 Severance With Cause. If the City Council terminates this Agreement with cause, no severance pay will be paid to Fitzhugh. For the purposes of this Agreement, “with cause” shall mean that the City Council, at a duly posted public meeting, has determined that Fitzhugh has (A) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of his employment when specifically directed to do so by a majority of the City Council at a duly posted public meeting, (B) been incarcerated and charged with a felony as defined in Arizona Revised Statutes (the City Council may choose to suspend Fitzhugh with pay during the pendency of any such prosecution), (C) either in his personal or professional capacity, severely damaged the reputation of the City or the City Council or otherwise substantially impaired the City’s ability to maintain or attract businesses, (D) materially failed to perform a significant portion of his duties as the City Manager as set forth in this Agreement or (E) caused or allowed any practice, activity, decision or organizational circumstance which is either illegal, immoral, imprudent or in violation of the ICMA Code of Ethics.

3.2 Severance Without Cause. In the event Fitzhugh is terminated by the City Council without cause and during such time as Fitzhugh is willing and able to fulfill the duties of the office under this Agreement, the City agrees to pay Fitzhugh a lump sum payment (or, at Fitzhugh’s option, in installments) in cash equal to six months’ aggregate salary and emoluments, including, without limitation, full payment for health insurance, life insurance, sick leave, vacation leave, short and long term disability insurance and retirement benefits. Beginning after Fitzhugh’s fifth year of consecutive employment with the City, such severance amount shall be increased by one month for each completed year of service to the City, up to a maximum of twelve months. Payment of any such severance shall be contingent upon (A) Fitzhugh providing the City with a release agreement relating to his employment and (B) Fitzhugh making himself reasonably available as needed by the City for consulting purposes for a period of time equal to the number of months of severance paid.

3.3 Voluntary Resignation. In the event Fitzhugh voluntarily terminates this Agreement in accordance with this Section 3, he shall not be entitled to severance pay.

3.4 Reductions in Pay or Benefits. In the event the City, at any time during the term of this Agreement, reduces Fitzhugh’s salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event the City refuses, following written notice and opportunity to cure, to comply with any provision herein or to provide any benefit to Fitzhugh required hereunder, Fitzhugh may, at his option, be deemed “terminated” (within the meaning of the severance provisions) at expiration of the applicable Cure Period (as defined in Section 15 below). Fitzhugh’s entitlement to the severance provisions of this Agreement shall only arise if, in fact, Fitzhugh’s employment terminates.

3.5 Forced Resignation. In the event of a suggestion, either formal or informal, by one or more members of the City Council, including the Mayor, that he resign, Fitzhugh may require that the Mayor, City Council and Fitzhugh meet and discuss the matter in an effort to resolve any disagreement or misunderstanding that led to the suggestion of resignation, subject to compliance with the Open Meeting Law and other applicable laws. If Fitzhugh resigns following an offer to accept resignation by a majority of the City Council, whether formal or informal, then he may declare a termination as of the date of the acceptance.

4. Suspension. If the City Council has made a determination that “for cause” termination is appropriate as set forth in Section 3 above, the City Council may, in its sole discretion, as an alternative to termination, suspend Fitzhugh with or without pay for a period of up to 30 days.

5. Disability. If Fitzhugh is permanently disabled or is otherwise unable to fulfill his duties hereunder due to sickness, accident, injury, health or mental incapacity for a period of four consecutive weeks beyond any accrued sick leave, or a minimum of 12 weeks as defined under the Family Medical Leave Act of 1993 (FMLA) should said accrued sick leave be less than twelve weeks, the City shall have the option to terminate this Agreement; provided, the City shall pay the full amount of severance pay set forth in Section 3 above. Fitzhugh shall, during such disability event, continue to accrue vacation leave and sick leave and receive holiday compensation benefits. A termination due to disability shall not be exercised unreasonably.

6. Compensation.

6.1 Salary. The City agrees to pay Fitzhugh a base salary of \$184,000.00 for fiscal year 2014-15 for his services rendered pursuant to this Agreement, payable in installments at the same time as other management employees of the City are paid. In the event Fitzhugh has met or exceeded the City Council’s expectations during any fiscal year under this Agreement, as determined according to the performance evaluation criteria set forth in Section 7 below, Fitzhugh’s base salary shall be increased in each fiscal year (beginning FY 2015-2016) by the same percentage amount approved by the City Council for other Avondale employees as a merit, market adjustment and/or cost of living increase, if any, as part of the City’s annual budget. The City shall adjust Fitzhugh’s other benefits, except for the deferred compensation contribution set forth in Section 6.3 below, in such amounts as are generally provided other City employees.

6.2 Disability, Health and Life Insurance. The City agrees to provide life, accident, sickness, short and long term disability income benefits, major medical, hospitalization, surgical and comprehensive medical insurance, workers compensation and FMLA benefits in the same manner and at the same benefit level as is generally provided to all the City employees. Except as otherwise provided in this Agreement, Fitzhugh shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees of the City as provided by the City’s policies, Charter, ordinances, personnel rules and regulations or other practices.

6.3 Retirement and Deferred Compensation.

A. Arizona State Retirement System (ASRS). Fitzhugh is presently enrolled in the Arizona State Retirement system and shall continue to receive the same benefits and make the same contributions as other enrolled members.

B. Deferred Compensation. In addition to any amounts contributed by Fitzhugh, the City shall contribute an amount equal to the maximum annual amount that Fitzhugh may be entitled to contribute into his existing ICMA-RC 457 plan account (any catch-up amounts permitted by the plan shall be made separately by Fitzhugh).

Such contributions shall be in 26 equal bi-monthly installments. The City further agrees to transfer ownership of Fitzhugh's ICMA-RC 457 plan to any succeeding employer in the event of Fitzhugh's termination from the City, for any reason.

6.4 Cellular Telephone Stipend. The City shall pay Fitzhugh a monthly cell phone stipend consistent with other management employees of the City and according to the current City of Avondale Policy and Procedure Manual and/or Administrative Policies.

6.5 Automobile Stipend. The City shall pay Fitzhugh \$600.00 per month as an automobile stipend.

6.6 Vacation, Sick and Military Leave. Fitzhugh shall carry over all accrued and unused vacation and sick leave earned during his tenure as Assistant City Manager for the City. Fitzhugh shall accrue vacation and sick leave in accordance with the City of Avondale's Policy and Procedure Manual as applicable to department-director-level and above employees. Fitzhugh shall also receive a holiday bank of hours in accordance with the City of Avondale's Policy and Procedures Manual. Fitzhugh shall be compensated for unused vacation and sick leave upon termination according the provisions of the City of Avondale's Policy and Procedure Manual relating thereto, unless otherwise specified this Agreement.

7. Performance Evaluation. The City Council shall annually review and evaluate Fitzhugh's performance as far in advance of the adoption of the annual operating budget as practicable, but not later than April 30. Fitzhugh's review and evaluation shall be based upon the following: (i) success at fulfilling the reasonably achievable goals and performance objectives set forth by the City Council in its annual goal-setting retreat; (ii) personnel management, including overall management style and ability to lead and direct staff and ability to supervise department heads, but specifically excluding any evaluation of Fitzhugh's hiring and firing decisions with respect to individual staff members; (iii) obtainment of additional, reasonably achievable policy objectives and goals as set forth by a majority of the City Council at a public meeting; provided, however, that such goals and objectives are generally obtainable within the time allowed and within the limitations of the annual budget; and (iv) professionalism, including manner of addressing the City Council, preparation of Council agendas and supporting material and preparation and management of the annual budget.

8. Hours of Work. The City Council recognizes that Fitzhugh is a salaried employee and must devote a great deal of time beyond the normal office hours to business of the City and, to that end, Fitzhugh will be allowed to take reasonable time off as he shall deem appropriate during said normal office hours.

9. Dues and Subscriptions. The City agrees to budget for and to pay for Fitzhugh's professional dues and subscriptions necessary for his continuation and full participation in national, regional, state and local professional associations and organizations, and chapters thereof, of which he is currently a member or expected to be a member because of his position as City Manager, and for other suitable and desirable expenses for his continued professional participation, growth, and advancement, and for the good of the City, as the City Council deems appropriate. This benefit shall not be included as a portion of the Severance Pay under Section 3 above.

10. Professional Development.

10.1 Professional Associations. The City agrees to budget and pay Fitzhugh's travel, conference registration and subsistence expenses for professional and official travel, meetings, and related occasions adequate to continue his professional development, maintenance of Credentialed City Manager status, and pursuit of necessary official and other functions on behalf of the City, including but not limited to the annual conferences of the International and Arizona City/County Management Associations, the Arizona League of Cities and Towns, Chamber of Commerce, Urban Land Institute, American Society of Civil Engineers, and such other national, regional, state and local government groups and committees thereof for which Fitzhugh serves as a member. This benefit shall not be included as a portion of the Severance Pay under Section 3 of this Agreement.

10.2 Continuing Education. The City also agrees to budget and pay Fitzhugh's reasonable travel, registration and subsistence expense for short courses, institutes and seminars necessary for Fitzhugh's professional development and continuing education requirements, and events that promote and benefit the City. This benefit shall not be included as a portion of the Severance Pay under Section 3 of this Agreement.

11. Expenses.

11.1 General Expenses. The City (A) recognizes that certain expenses of a non-personal and generally job-affiliated nature are periodically incurred by Fitzhugh, (B) agrees to reimburse or to pay said general expenses and (C) authorizes the Finance and Budget Director, or authorized designee, to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

11.2 Moving Expenses. Fitzhugh agrees to establish residence within the corporate boundaries of the City within six months of the date of this Agreement, and thereafter to maintain residence within the corporate boundaries of the City at all times during the term of this Agreement. The City shall reimburse Fitzhugh for his expenses of moving his family and personal property from his apartment located at [REDACTED] Phoenix, Arizona and from his storage facility located at [REDACTED] Avondale, Arizona, to his place of residence within the Avondale city limits. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges and will not exceed \$2,500.00. Fitzhugh shall provide evidence of actual moving expenses through submittal of paid invoices from the moving company.

12. Civic Club Membership. The City recognizes the desirability of representation in and before local civic and other organizations, and Fitzhugh is authorized to become a member of such civic clubs or organizations the City Council deems necessary and for which the City shall pay all expenses. Fitzhugh shall report to the City on each membership that he has taken out at the City's expense.

13. Indemnification. In addition to that required under state and local law, the City shall defend, save harmless, and indemnify Fitzhugh from and against any tort, professional

liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Fitzhugh's duties as prescribed by the Charter or separate directions of the City Council.

14. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Fitzhugh under any law or ordinance.

15. Default; Cure. Failure or unreasonable delay by Fitzhugh or the 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 30 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 30 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 15 days after written notice 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.

16. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) 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, Suite 220
Avondale, Arizona 85323-6809
Attn: Mayor

With copy to: GUST ROSENFELD, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Fitzhugh: David W. Fitzhugh
[REDACTED]
Phoenix, Arizona 85004

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

required charges and instructing the delivery service to deliver on the following business day. 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.

17. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Fitzhugh of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

18. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

19. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

20. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

21. Time of the Essence. Time is of the essence in this Agreement.

22. Assignment. This Agreement may not be assigned, in whole or in part.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

24. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the City unless and until it has been approved by the City Council and has become effective or (ii) on Fitzhugh unless and until it has been executed by Fitzhugh or his authorized representative.

25. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

26. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is

invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

27. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained. The City and its City Council shall not unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

“Fitzhugh”

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

David W. Fitzhugh

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk



CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement - Dibble CM
LLC

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Professional Service Agreement with Dibble CM to provide Construction Management for Northside Booster Pump Station improvements in the amount of \$139,475 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On January 21, 2014 City Council approved a construction contract to make improvements to and recoat the Northside Booster Station reservoirs in preparation for the booster station improvements that would follow. This work is now complete. The booster station design was completed and the booster station improvements are out for bid. The construction contract will be presented to Council at a future meeting.

DISCUSSION:

Dibble CM will be responsible for coordinating and administering the construction of the pump station. They will be responsible to ensure that the construction matches the plans and specifications, approve pay applications, and as-built all facilities that are constructed. It is important that the construction remain on schedule so that the booster station will be operational to meet summer water demands.

BUDGET IMPACT:

Funding for this project is available in line item 514-1342-00-8520 Upgrade to Northside Pumping Station.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Service Agreement with Dibble CM to provide Construction Management for Northside Booster Pump Station improvements in the amount of \$139,475 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

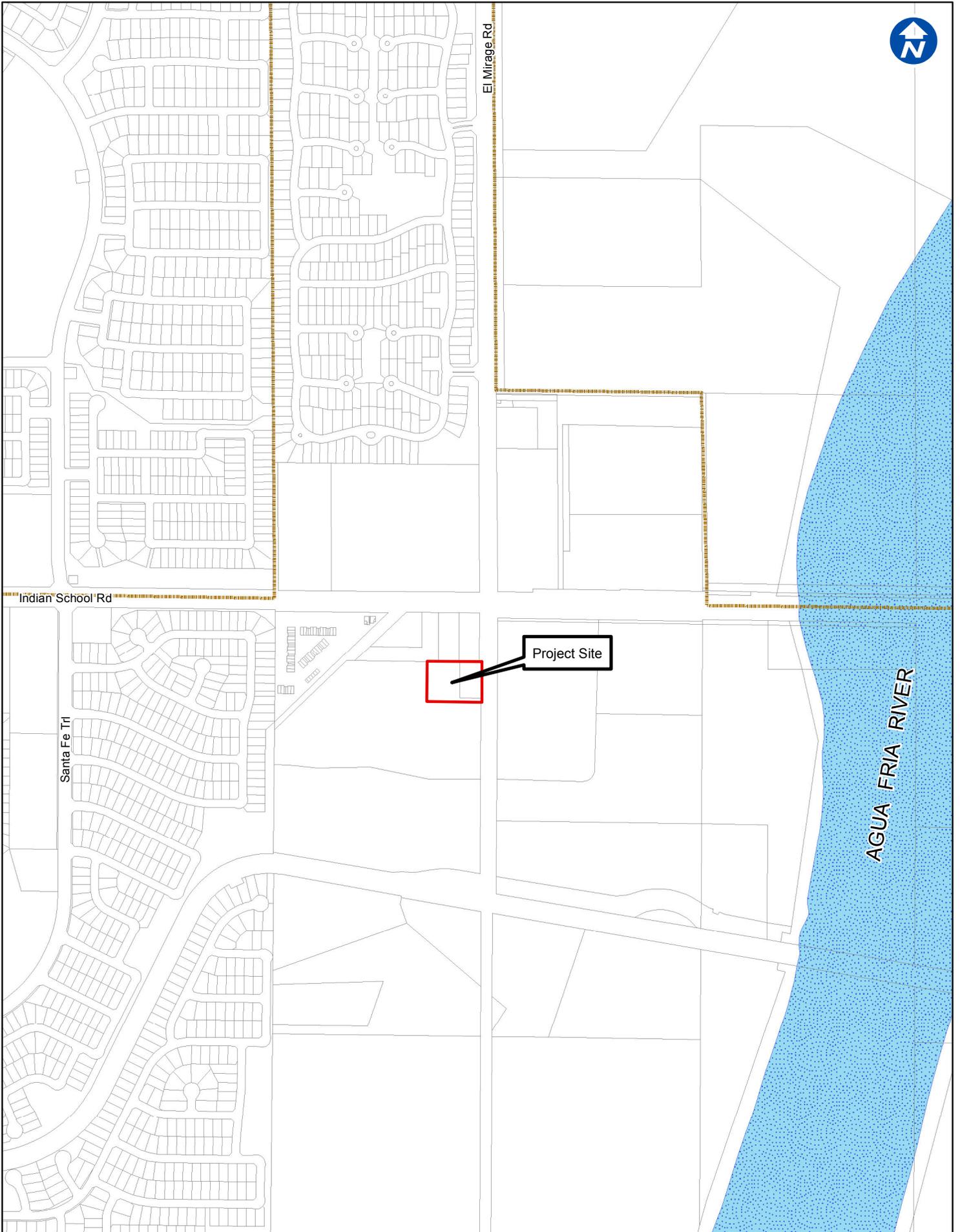
ATTACHMENTS:

Description

[Vicinity Map](#)

[PSA - Dibble CM LLC](#)

VICINITY MAP



PSA – DIBBLE CM LLC

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/34851>



CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement - Dibble and Associates Consulting Engineers, Inc. - Sewer Inspection

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Interim Public Works Director, (623) 333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council enter into a Professional Services Agreement with Dibble and Associates to complete a Sewer Inspection of the City's large diameter sewerlines for \$129,843.50, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

BACKGROUND:

Staff has the ability to clean and video City sewerlines up to and including 12 inches in diameter. More specialized equipment is required to perform this task in sewerlines greater than 12 inches in diameter. The regular inspection of larger diameter sewerlines is important due to their larger flows, and the importance of ensuring that these lines remain functional as the primary carriers of sewer flows to the Wastewater Plant. The City system has approximately 39 miles of sewerline that is greater than 12 inches in diameter. Of this quantity, approximately 13 miles include pipe with a plastic lining. The sewer industry has seen problems with this type of lining in the past, and periodic inspection is recommended.

DISCUSSION:

In 2009, the City completed a Sanitary Sewer Evaluation and Rehabilitation evaluation in conjunction with a Capacity Management, Operations & Management program (CMOM). The goal of this program is to help prevent Sanitary Sewer Overflows (SSOs) which may pollute "Waters of the United States." Many of the sewerlines in the city were examined at that time. There were not any locations which required immediate attention, but there were some locations that could develop into problems and should be reinspected.

Staff released a Request for Qualifications to select the best consultant for this effort. Four (4) submittals were received. Dibble and Associates received the highest score. Dibble and Associates will select a contractor to video the sewerlines. They will then review the videos and prepare a report summarizing the results of this effort. The report will include identification of any locations that might require immediate attention, as well as flag locations that need to be observed more closely in the future. Construction estimates will be prepared for any remediation that will be required for the purpose of future budgeting. The effort will be prioritized in the following order; lines that cross under I-10, older plastic lined pipes that run to the plant, older pipes that run North of I-10, then any remaining plastic lined pipes in the City. It is not anticipated that all the lines will be able to be inspected with the current budget.

BUDGET IMPACT:

Funds for this project are in Sewer System Improvements, Line Item 503-9200-00-8620.

RECOMMENDATION:

Staff recommends that the City Council enter into a Professional Services Agreement with Dibble and Associates to complete a Sewer Inspection of the City's large diameter sewerlines for \$129,843.50, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:**Description**

[PSA - Dibble and Associates](#)

PSA – DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

FOR SEWER INSPECTION

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/34848>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Global Data Services, Inc.

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Rob Lloyd, CIO/IT Director (623) 333-5011**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff requests that the City Council approve a Cooperative Purchasing Agreement with Global Data Services to obtain communications cabling materials and services in an annual amount not to exceed \$25,000 for an aggregate amount of \$75,000 over the term of the contract and to authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

BACKGROUND:

After a competitive procurement process, the State of Arizona awarded Contract No. ADSPO14-062830 to Global Data Services on January 10, 2014. The contract permits Global Data Services to provide communications cabling materials and services to the State and its political subdivisions.

Pursuant to Section 25-24 of the City Code, the Information Technology Department (IT) requests a Purchasing Agreement to obtain authorized materials and services under the State Contract at the advantageous rates obtained from the formal procurement. IT coordinates and authorizes purchases for the City's telecommunications wiring, installations, and projects. Use of services would occur as City projects and needs arise.

DISCUSSION:

The Information Technology Department traditionally orders wiring and installations when facilities are built or reconfigured at the request of City departments and when the work falls beyond what internal staff can effectively accomplish. Use of contracts awarded by the State of Arizona allows the City to access services that are formally procured at advantageous rates and terms.

The proposed Purchasing Agreement includes a first year term until October 2015, with two one-year renewals at the State and City's discretion. Services from the Contractor would be used on an as-needed basis, when projects require supplemental communications cabling services. Funding for these initiatives comes from existing department budgets and/or contingency requests approved by City Council. Additionally, this Purchasing Agreement requires Global Data Services to maintain its State contract to remain in effect.

BUDGET IMPACT:

Under the proposed Purchasing Agreement, up to \$25,000 in annual expenditures are authorized across all City departments. The total aggregate of the contract is not to exceed \$75,000 if all renewals are authorized, for a total potential duration until October 19th, 2017. Expenditures depend on sufficient allocations in the budgets of departments requesting work.

RECOMMENDATION:

Staff recommends that City Council approve a Cooperative Purchasing Agreement with Global Data Services to obtain communications cabling materials and services in an annual amount not to exceed \$25,000 for an aggregate amount of \$75,000 over the term of the contract and to authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

ATTACHMENTS:

Description

[CPA - Global Data Services](#)

CPA – GLOBAL DATA SERVICES, INC.

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<http://www.avondale.org/DocumentCenter/View/34849>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Corporate
Technology Solutions LLC

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Rob Lloyd, CIO/IT Director (623) 333-5011**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff requests that the City Council approve a Cooperative Purchasing Agreement with Corporate Technology Solutions for communications cabling materials and services in an amount not to exceed \$40,000 annually for a total aggregate amount of \$120,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

After a competitive procurement process, the State of Arizona awarded Contract No. ADSPO12-033466 to Corporate Technology Solutions on January 10, 2014. The contract permits CTS to provide communications cabling materials and services to the State and its political subdivisions.

Pursuant to Section 25-24 of the City Code, the Information Technology Department (IT) requests a Purchasing Agreement to obtain authorized materials and services under the State Contract at the advantageous rates obtained from the formal procurement. IT coordinates and authorizes purchases for the City's telecommunications wiring, installations, and projects. Use of services would occur as City projects and needs arise.

DISCUSSION:

The Information Technology Department traditionally orders wiring and installations when facilities are built or reconfigured at the request of City departments and when the work falls beyond what internal staff can effectively accomplish. Use of contracts awarded by the State of Arizona allows the City to access services that are formally procured at advantageous rates and terms.

The proposed Purchase Agreement includes a first year term until October 2015, with two one-year renewals at the State's and City's discretion. Services from the Contractor would be used on an as-needed basis, when projects require supplemental communications cabling services. Funding for these initiatives comes from existing department budgets and/or contingency requests approved by City Council. Additionally, this Purchase Agreement requires Corporate Technology Solutions to maintain its State contract to remain in effect.

BUDGET IMPACT:

Under the proposed Purchase agreement, up to \$40,000 in annual expenditures are authorized across all City departments. The total aggregate of the contract is not to exceed \$120,000 if all renewals are authorized, for a total potential duration until October 19th, 2017. Expenditures depend on sufficient allocations in the budgets of departments requesting work.

RECOMMENDATION:

Staff recommends that City Council approve a Cooperative Purchasing Agreement with Corporate Technology Solutions for communications cabling materials and services in an amount not to exceed \$40,000 annually for a total aggregate amount of \$120,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:**Description**

[CPA - Corporate Technology Solutions LLC](#)

CPA – CORPORATE TECHNOLOGY SOLUTIONS LLC

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/34850>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Subrecipient Agreement -
Neighborhood Housing Services of Phoenix, Inc.

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Stephanie Small, Neighborhood and Family Services Director, 623-333-2711**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve the First Amendment to the Subrecipient Agreement with Neighborhood Housing Services of Phoenix, Inc. (NHS Phoenix) to extend the term of the Agreement to March 10, 2015 and to authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

The third round of Neighborhood Stabilization Program funding (NSP3) was made available under section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 and appropriated \$1,224,903 to the City of Avondale for the purpose of assisting in the redevelopment of foreclosed homes. City Council approved Avondale's planned use of NSP funds on February 22, 2011.

To comply with NSP3 requirements, the City identified and allocated funding to a number of specific activities, including first-time homebuyer assistance to low-moderate and middle income households. In order to implement this activity, the City procured a non-profit, and entered into a Subrecipient Agreement with Neighborhood Housing Services of Phoenix (NHS) on December 5, 2011. The scope of work included pre-purchase services of household eligibility determination, homebuyer education and counseling to facilitate the purchase of foreclosed homes. To date, NHS has provided these services to eight households with a total cost of \$287,413, which includes the downpayment assistance and closing costs in addition to the pre-purchase services.

In addition to assistance to first-time homebuyers, the City also allocated funds for redevelopment activities for the construction of the Legacy Avondale homes on East Hill Drive. Three blighted structures were acquired and demolished, and replaced with four new single-family homes to be sold to income-eligible households. Eligible buyers will receive downpayment and closing cost assistance, which will be provided through a reduction of the sale proceeds at each property. Resulting sale proceeds will be combined with recaptured NSP1 funds to construct two additional single-family units at the site for resale to income-eligible homebuyers. NHS will continue to provide pre-purchase services for these buyers.

DISCUSSION:

The Neighborhood and Family Services Department is working diligently with NHS to qualify interested buyers for the initial four units, and assist in the sale of the units. There are currently five

interested parties working with NHS to determine their eligibility, as well as to complete the requisite education and homebuyer counseling.

This First Amendment will extend the term of the existing Subrecipient Agreement to June 30, 2015, and allow NHS to continue providing NSP3-required services as the City completes the sale of the Legacy Avondale homes. There are no proposed changes to the Scope of Work or other provisions as currently stipulated in the Subrecipient Agreement.

BUDGET IMPACT:

All NSP3 funds have been expended. As the City is the owner and seller of the Legacy Avondale properties, direct homebuyer assistance will be provided through the reduction of the sale proceeds of each property. Therefore, no direct outlay of funds from the City will be required at close of escrow. The City will compensate NHS for these services with recaptured NSP1 funds already appropriated. No City matching funds are required, and no change to the existing compensation terms is requested.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Subrecipient Agreement with Neighborhood Housing Services of Phoenix, Inc. (NHS Phoenix) to extend the current term to June 30, 2015 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Description

[First Amendment - Subrecipient Agreement](#)

**FIRST AMENDMENT
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC.**

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT (this “First Amendment”) is entered into as of August 4, 2014, between the City of Avondale, an Arizona municipal corporation (the “City”), and Neighborhood Housing Services of Phoenix, Inc., an Arizona non-profit corporation (the “Subrecipient”).

RECITALS

A. The City and the Subrecipient entered into a Subrecipient Agreement dated December 5, 2011, for the Subrecipient to provide services for a homebuyer assistance program for homebuyer assistance activities as funded by the federal Neighborhood Stabilization Program (the “NSP”) and in accordance with the U.S. Department of Housing and Urban Development regulations issued on October 19, 2010 (the “Agreement”).

B. The City and the Subrecipient desire to enter into this First Amendment to extend the term of the Agreement for the NSP-funded homebuyer assistance program 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 Subrecipient hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until March 10, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

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

3. Non-Default. By executing this First Amendment, the Subrecipient 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 Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.



CITY COUNCIL AGENDA

SUBJECT:

Fourth Amendment to Construction Agreement -
Pro-Low Joint Venture

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Stephanie Small, Neighborhood and Family Services Director, 623-333-2711**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve Amendment No. 4 to the agreement with ProLow Joint Venture for the construction of the Legacy Avondale homes to extend the contract to September 4, 2014 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On December 12, 2012, City Council approved a construction agreement with ProLow Joint Venture for \$741,827 for the development of homes on the 300 E. Hill Drive block which was named the Legacy Avondale project.

On January 18, 2013, City Council approved Amendment No. 2 of the agreement which was to clarify the nature of construction services. The initial agreement was executed with 60% complete construction plans due to the compressed construction schedule. The compressed schedule was a result of an approaching Neighborhood Stabilization 3 Program expenditure deadline, which was the primary funding source. Amendment No. 2 included complete construction plans and specifications in the contract.

Amendment No. 3 increased the contract amount by \$173,142 and extended the agreement to June 30, 2014. The additional amount was for the cost of multiple utilities and underground engineering design changes as a result of unforeseen underground conditions.

Amendment No. 4 will extend the term of the contract to September 4, 2014 in order to provide payment for completed punch list items and retainage for completion of the project.

DISCUSSION:

The City is nearing completion of the project and requires a contract extension in order to complete punch list items and remit payment for retainage held by the City.

BUDGET IMPACT:

The requested Amendment does not change the value of the contract, and does not have a budgetary impact.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 4 to the agreement with ProLow Joint Venture for the construction of the Legacy Avondale homes to extend the contract to September 4, 2014.

ATTACHMENTS:

Description

[Construction Agreement - Pro-Low Joint Venture](#)

**FOURTH AMENDMENT
TO
CONSTRUCTION AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PRO-LOW JOINT VENTURE**

THIS FOURTH AMENDMENT TO CONSTRUCTION AGREEMENT (this “Fourth Amendment”) is entered into as of August 4, 2014, between the City of Avondale, an Arizona municipal corporation (the “City”) and Pro-Low Joint Venture, a joint venture of Pro Enterprises-SRPMIC, L.L.C., an Arizona limited liability company (“Pro Enterprises”) and Low Mountain Construction, Inc., an Arizona corporation (“Low Mountain”) (Pro-Low Joint Venture, the joint venture entity, Pro Enterprises and Low Mountain are collectively referred to herein as the “Contractor”).

RECITALS

A. The City and the Contractor entered into Construction Agreement No. 13651C dated December 12, 2012 (the “Initial Agreement”), for Contractor to redevelop City-owned sites in the 300 block of Hill Drive, in Avondale, Arizona (the “Services”).

B. The Initial Agreement was amended once on January 18, 2013 to clarify the nature of the construction services to be performed pursuant to the Initial Agreement (the “First Amendment”), amended again on June 6, 2013 to extend the term of the Initial Agreement (the “Second Amendment”), and amended again on March 3, 2014 to extend the term of the Initial Agreement, modify the scope of work to add additional services and increase the compensation to the Contractor (the “Third Amendment”). The Initial Agreement, the First Amendment, the Second Amendment and the Third Amendment are collectively referred to herein as the “Agreement.”

C. The City has determined that it is necessary to extend the term of the Agreement for the Contractor to continue providing the Services.

D. The City and the Contractor desire to enter into this Fourth Amendment to extend the term of the Agreement.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until September 4, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of this Fourth Amendment or the Agreement.

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

3. Non-Default. By executing this Fourth 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 Fourth Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fourth Amendment are forever waived.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

PRO-LOW JOINT VENTURE, a joint venture of:

PRO ENTERPRISES-SRPMIC, L.L.C., an
Arizona limited liability company

AND

LOW MOUNTAIN CONSTRUCTION, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared _____
_____, the _____ of PRO-LOW JOINT VENTURE, a joint venture
of Pro Enterprises-SRPMIC, L.L.C., an Arizona limited liability company, and Low Mountain
Construction, Inc., an Arizona corporation, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document, on behalf of the joint venture.

Notary Public

(affix notary seal here)



CITY COUNCIL AGENDA

SUBJECT:

Donation Agreement CCM Parcap Roosevelt,
LLC 107th Avenue and Van Buren Street

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Charles Andrews, P.E., City Engineer, 623-333-4216**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Donation Agreement for right-of-way for a portion of the Northwest corner of Van Buren Street and 107th Avenue and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On November 4, 2013, City Council approved the Municipal Aesthetics Program Funding Agreement with SRP for relocating SRP power and irrigation facilities. The project on 107th Avenue from Roosevelt Street to Van Buren Street was identified as a priority project in that Agreement. Right-of-way dedication for improvements within this project area is also a stipulation in the Pre-Annexation Development Agreement for the Roosevelt Park Development, through Resolution No. 2254-01 and approved by Council on July 16, 2001. Portions of this right-of-way are requested to be dedicated in advance of development to allow for design and the construction of the undergrounding of the open irrigation lateral located along the west side of 107th Avenue north of Van Buren Street and the relocation of the existing overhead 69Kv transmission line.

On February 18, 2014, City Council approved Ordinance 1534-214 authorizing the acquisition of right-of-way for 107th Avenue, Van Buren Street and Roosevelt Street.

DISCUSSION:

Council will consider a request to approve the donation of an approximate 1.75 acre area of right-of-way and potentially underlying fee owned by CCM Parcap Roosevelt, LLC needed for the 107th Avenue Improvement Project along with planned improvements on Van Buren Street. The right-of-way and potentially underlying fee consists of the north 65 feet of Van Buren Street to 931 feet west of 107th Avenue which includes a 20-foot wide strip for the Van Buren Multi-Use Corridor; portions of the west half of 107th Avenue from Van Buren Street to 282 feet north right-of-way that is needed for proposed transportation facilities.

BUDGET IMPACT:

The donation of the right-of-way will have no immediate budgetary impact. Funding for all expenses associated with closing and legal fees for the acquisition of the property is available in CIP Street Fund Line Item No 304-1330-00-8420, 107th Avenue, Roosevelt to Van Buren Street.

Approximately \$1,315,800 of SRP Aesthetics Funds will be used by SRP for the design and construction of the proposed project and an additional \$500,000 in CIP Street Fund Line Item No 304-1330-00-8420, 107th Avenue, Roosevelt to Van Buren Street has been held in reserve to cover items that do not qualify for SRP Aesthetic Funding such as existing piped sections and existing irrigation boxes and irrigation structures.

RECOMMENDATION:

Staff recommends that the City Council approve a Donation Agreement for right-of-way for a portion of the Northwest corner of Van Buren Street and 107th Avenue and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:

Description

[Donation Agreement](#)

[Vicinity Map](#)

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered by and between the CITY OF AVONDALE, an Arizona municipal corporation (the "City") and CCM PARCAP ROOSEVELT, L.L.C., a Delaware limited liability company (the "Donor") (the City and the Donor are sometimes collectively referred herein as the "Parties"). The "Effective Date" of this Agreement is the date on which this Agreement is fully executed by all Parties hereto, as indicated by the latest date on the signature pages of this Agreement.

RECITALS

A. Donor owns that certain land located in Avondale, Arizona, situated in Maricopa County, Arizona and as more particularly described under the label reading "Parcel No. 1 (new right of way)" ("Parcel No. 1") in Exhibit A, attached hereto and incorporated herein by this reference.

B. Donor owns that certain land located in Avondale, Arizona, situated in Maricopa County, Arizona and as more particularly described under the label reading "Parcel No. 2 (any potential underlying fee interest)" ("Parcel No. 2") in Exhibit A, attached hereto and incorporated herein by this reference. Parcel No. 1 and Parcel No. 2 are collectively referred to herein as the "Property."

C. The Property is subject to that certain Pre-Annexation Development Agreement, dated July, 16, 2001, recorded at the Maricopa County Recorder's at Reception Number 2001-0926396 (the "Development Agreement").

D. The City desires to acquire the Property and Donor desires to donate the Property to the City, all subject to the terms and conditions of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, the City and Donor, intending to be legally bound, state, confirm and agree as follows:

1. Incorporation of Recitals. The Recitals stated above are true and correct and are incorporated herein by this reference.

2. Donation. Donor hereby agrees to donate and convey to the City, and the City hereby agrees to accept title to, the Property. The Property shall be conveyed to the City by a Special Warranty Gift Deed (the "Deed") substantially in the form attached as Exhibit B hereto and incorporated herein by this reference.

3. Intentionally Omitted.

4. Escrow Dates; Right of Access. Escrow shall be deemed open on the date (the "Opening Date") when one fully executed original of this Agreement has been delivered to

Escrow Agent, as defined below. Escrow Agent shall advise City and Donor in writing of the Opening Date. The date of recordation of the Deed with the Maricopa County Recorder's office shall be referred to hereinafter as the "**Closing**." The Closing shall occur at a place and time mutually agreed upon by the Parties, within thirty (30) days after the end of the Feasibility Period (defined in Section 8 below), which date shall be referred to as the "**Closing Date**." Donor shall pay all real property taxes and assessments levied and accrued against the Property through the date of Closing. The City shall pay all other costs and expenses associated with the Closing, including without limitation, escrow fees, recording fees, title report, document handling, and any policy of title insurance required by the City. The City and its employees, agents, and contractors are hereby granted access to the Property during the escrow to investigate and test the Property and conduct other due diligence activities.

5. "AS IS" Donation/Disclaimer of Warranties. City acknowledges that, except to the extent specifically set forth in this Agreement and in other documents related to this Agreement and the transaction described herein executed and delivered by Donor at Closing, it and its representatives have fully inspected the Property, or have been or will be provided with an adequate opportunity to do so prior to Closing, are or will be fully familiar with the physical condition thereof, and the feasibility of this transaction, including, without limitation, all environmental conditions whether on-site or off-site, patent or latent, pertaining to the surface or subsurface soil, air, surface water or ground water on-site or off-site; and that the Property to be donated to the City in an "**as is**" and "**where is**" condition and with all existing faults and defects as a result of such inspections and investigations and not in reliance on any agreement, understanding, condition, warranty (including, without limitation, warranties of habitability, merchantability or fitness for a particular purpose) or representation made by Donor or any agent, employee or principal of Donor or any other party (except as otherwise expressly elsewhere provided in this Agreement) as to the physical condition of the Property or the areas surrounding the Property, or as to any other matter whatsoever, including, without limitation, as to any permitted use thereof, the zoning classification thereof or compliance thereof with federal, state or local laws.

6. Representations and Warranties.

(a) Representations and Warranties of the City. The City covenants, represents and warrants to Donor that:

(i) The City has full right, power, ability and authority to enter into and carry out this Agreement and the transactions contemplated hereby.

(ii) The person signing below on behalf of the City is duly authorized to execute this Agreement and to bind the City hereto.

(iii) This Agreement is binding and enforceable against the City in accordance with its terms.

(b) Representations and Warranties of Donor. Donor covenants, represents and warrants to the City that:

(i) Donor has full right, power, ability and authority to enter into and carry out this Agreement and the transactions contemplated hereby. Donor is not prohibited from consummating the transactions contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(ii) The person signing below on behalf of Donor is duly authorized to execute this Agreement and to bind the Donor hereto.

(iii) This Agreement is binding and enforceable against the Donor in accordance with its terms.

Donor's representations and warranties in Section 6(b) shall survive Closing for six months after Closing. All suits or actions for breach of any such representations or warranties herein, and any action for indemnity against liabilities resulting from any such breach, must be brought within such period.

7. Conditions to Closing.

(a) Donor's Conditions. Donor's obligation to consummate this transaction is expressly contingent upon satisfaction of the following conditions precedent:

(i) The representations and warranties of City in this Agreement shall be true in all material respects on and as of the Closing.

(ii) All material covenants required to be performed by City at or prior to Closing shall have been performed pursuant to the terms of this Agreement.

(iii) Donor shall have obtained a release of the Property from any other tenancies, rights to possession of the Property, monetary liens and encumbrances resulting from deeds of trust, mortgages, financing liens, judgment liens, mechanic's liens, and other similar liens that encumber the Property and reasonably requested by City.

If the conditions listed above are not satisfied as of the Closing, then Donor may either (i) waive the condition, and Closing shall occur in accordance with the terms of this Agreement, or (ii) terminate this Agreement. Notwithstanding the foregoing, if the condition set forth in either clause (i) or clause (ii) of this Section 7(a) is not satisfied because of a default by either party, the non-defaulting party shall be entitled to exercise its remedies described in Section 9. Upon a termination under this Section, the Parties shall have no further obligations to each other under this Agreement except as otherwise specifically set forth in this Agreement.

(b) City's Conditions. City's obligation to consummate this transaction is expressly contingent upon satisfaction of the following conditions precedent:

(i) The representations and warranties of Donor in this Agreement shall be true in all material respects on and as of the Closing.

(ii) All material covenants required to be performed by Donor at or prior to Closing shall have been performed pursuant to the terms of this Agreement.

(iii) Donor shall have obtained a release of the Property from any other tenancies, rights to possession of the Property, monetary liens and encumbrances resulting from deeds of trust, mortgages, financing liens, judgment liens, mechanic's liens, and other similar liens that encumber the Property and reasonably requested by City.

If any of the conditions listed above are not satisfied as of the Closing, then City may either (i) waive the condition, and Closing shall occur in accordance with the terms of this Agreement, or (ii) terminate this Agreement. Notwithstanding the foregoing, if the condition set forth in either clause (i) or clause (ii) of this Section 7(b) is not satisfied because of a default by either party, the non-defaulting party shall be entitled to exercise its remedies described in Section 9. Upon such termination, the Parties shall have no further obligations to each other under this Agreement except as otherwise specifically set forth in this Agreement.

8. Feasibility Period. City shall have forty-five (45) days after the Effective Date (the "**Feasibility Period**") to determine the feasibility of the City's planned development of the Property. At any time prior to the end of the Feasibility Period, the City may, for any reason in its sole and absolute discretion, cancel this Agreement. If the City does not cancel this Agreement by providing written notice to the Donor and Escrow Agent prior to the expiration of the Feasibility Period, the City shall be deemed to have disapproved the feasibility of the City's planned development of the Property, in which event this Agreement shall be terminated.

9. Remedies.

(a) Notice and Cure. If either party hereto shall default in its obligations hereunder, the non-defaulting party shall be entitled to exercise its remedies hereunder only if the non-defaulting party has given written notice to the defaulting party in accordance with this Agreement of the existence of such default and the defaulting party fails to fully cure the same within ten (10) days thereafter.

(b) Donor's Remedies. If City fails to perform when due any other act required by this Agreement, then Donor's sole and exclusive remedy shall be to cancel this Agreement. Such cancellation shall be effective immediately upon Donor giving written notice of cancellation to City and Escrow Agent. The provisions of this Section shall not prevent Donor from enforcing City's obligations and liabilities that survive termination of this Agreement.

(c) City's Remedies. If Donor fails to perform when due any act required by this Agreement to be performed, then City's sole and exclusive remedies shall be to (i) cancel this Agreement and the escrow, without further liability hereunder, such cancellation to be effective immediately upon City giving written notice of cancellation to Donor and Escrow Agent, or (ii) enforce this Agreement through a suit for specific performance. The provisions of this Section shall not prevent City from enforcing Donor's obligations and liabilities that survive termination of this Agreement.

(d) Post-Closing Remedies. The limitations on remedies contained in this Section 9(b) and 9(c) shall apply only to any defaults under this Agreement arising prior to the Closing. The remedies of the Parties hereto for the breach of any agreements, covenants or warranties which this Agreement specifically provides are to survive the Closing shall not be so limited and with respect to such defaults after the date of the Closing the Parties shall have the full right to pursue any remedies available at law or in equity.

10. Notices. 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:

To Donor:	CCM Parcap Roosevelt, L.L.C. Attn: Gil Tenzer 411 West Putnam Avenue, Suite 425 Greenwich, CT 06830
With a copy to:	Bryan Cave, LLP Attn: Lars Lagerman Two North Central Avenue, Suite 2200 Phoenix, AZ 85004
To the City:	City of Avondale Attn: David W. Fitzhugh, Acting City Manager 11465 W. Civic Center Dr., Suite 280 Avondale, AZ 85323
With a copy to:	Gust Rosenfeld PLC Attn: Andrew McGuire One East Washington, Suite 1600 Phoenix, AZ 85004
To Escrow Agent:	Intravest Title Attn: Nikki Leonard 20045 North 19 th Avenue, Building 10, Suite 3 Phoenix, AZ 85027

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.

11. General.

(a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Donor of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.

(b) 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.

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.

(d) Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

(e) Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the City and Donor and its successors-in-ownership and assigns.

(f) No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Donor and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

(g) Entire Agreement; Interpretation; Parol Evidence. This Agreement contains the entire agreement between the Parties hereto pertaining to the subject matter hereof. Except for the Development Agreement, all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, 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

(h) Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Donor.

(i) Governing Law; Venue. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

(j) Conflicts of Interest. The Parties acknowledge that this Agreement is subject to cancellation by the City pursuant to Ariz. Rev. Stat. § 38-511 or any successor statute.

(k) 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.

(l) Headings. The headings of the Sections of this Agreement are inserted for convenience only and shall not define, limit, extend, control or affect the meaning or construction of any provision in this Agreement.

(m) Prohibited Persons. Neither City nor Donor, nor any of their respective council members, officers, directors, shareholders, partners, members or affiliates (including direct holders of equity interests in Donor) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“**EO13224**”), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control (“**OFAC**”) most current list of “**Specifically Designated National and Blocked Persons**” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>) (iii) who commits, threatens to commit or supports “**terrorism**”, as that term is defined in EO3224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) – (v) above are herein referred to as a “**Prohibited Person**”). City covenants and agrees that neither City nor any of its respective council members, officers or administrators shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. Donor covenants and agrees that neither Donor nor any of its officers, directors, shareholders, partners, members

or affiliates (including without limitation direct holders of equity interests in Donor) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive Closing or termination of this Agreement.

(n) Disclosure. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be disclosed to any council member, board, official, officer, party or person as the City or its counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.

(o) Public Funds Law. Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be construed or enforced in a manner that violates applicable Arizona law regarding public funds.

(p) Acknowledgement. As of the Effective Date, the Parties acknowledge that the Property is planned to be utilized by the City and Salt River Project Agricultural Improvement and Power District (“SRP”) to (i) underground the existing irrigation ditch and re-pipe and construct new irrigation structures and (ii) relocate existing 69kv power poles located along the west side of 107th Avenue, as depicted and described on the SRP Preliminary Plans, attached hereto as **Exhibit C** and incorporated herein by reference. Donor acknowledges that the information provided in **Exhibit C** is provided (i) on the express condition that Donor make an independent verification of the accuracy of such information and (ii) without any representations or warranties. Donor shall rely on such information at its sole risk.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed as of the Effective Date.

CITY:

CITY OF AVONDALE, an Arizona municipal corporation

Date _____

David W. Fitzhugh, Acting City Manager

Attest:

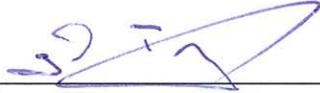
Carmen Martinez, City Clerk

DONOR:

CCM PARCAP ROOSEVELT, L.L.C., a Delaware limited liability company

By: Contrarian Capital Management, L.L.C., a Delaware limited liability company, Manager

Date _____

By: 

Gil Tenzer

ESCROW AGENT: The terms of this Agreement are hereby accepted and entered into escrow this ____ day of _____, 2014.

INTRAVEST TITLE

By: _____

Name: _____

Its: _____

EXHIBIT A

Legal Description and Map of the Property

**LEGAL DESCRIPTION
RIGHT OF WAY DEDICATIONS
(CCM PARCAP ROOSEVELT, LLC)**

The following described Parcels located in the southeast quarter (SE1/4) of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona:

PARCEL NO. 1 (new right of way)

Commencing at the southeast corner of said Section 6, being marked by a City of Avondale brass cap in hand hole, from which for a bearing reference the south quarter corner of said Section 6, being marked by a Maricopa County Highway Department brass cap in handhole per point 54231-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43, bears South 89° 05' 04" West, 2613.68 feet (combined grid to ground scale factor 1.000126616); and from which for a second bearing reference the east quarter corner of said Section 6, being marked by a City of Avondale brass cap in handhole, bears North 00° 02' 16" East, 2636.74 feet (combined grid to ground scale factor 1.000126616);

Thence along the south line of said Section 6, South 89° 05' 04" West, 931.02 feet;

Thence leaving said south line, North 00° 54' 56" West, 33.00 feet to the north line of the south 33.00 feet of said Section 6, also potentially being the north line of the "Road Declared" as recorded in Maricopa County Recorders Office Instrument no. 1983-0390976, and the POINT OF BEGINNING;

Thence leaving said north line, continuing North 00° 54' 56" West, 32.00 feet to the north line of the south 65.00 feet of said Section 6, being an angle point of the parcel described in Maricopa County Recorders Office instrument no. 2006-0457064;

Thence along the north line of said parcel described in instrument no. 2006-0457064, also being the last said north line of the south 65.00 feet of Section 6, North 89° 05' 04" East, 837.08 feet to a point on the west line of the east 95.00 feet of said Section 6;

Thence leaving last said north line of the south 65.00 feet, along the northwesterly line of said parcel described in instrument no. 2006-0457064, North 44° 34' 09" East, 57.04 feet to a point of intersection on the north line of the south 105.00 feet of said Section 6 and the west line of the east 55.00 feet of said Section 6, said west line also being a west line of said parcel described in instrument no. 2006-0457064;

Thence leaving said northwesterly line, along said west line of the east 55.00 feet of Section 6, also being a said west line of the parcel described in instrument no. 2006-0457064; North 00° 02' 16" East, 230.00 feet to the east-most north line of said parcel described in instrument no. 2006-0457064;

Thence leaving said west line, along last said north line, South 89° 57' 44" East, 22.00 feet to the west line of the east 33.00 feet of said Section 6, also potentially being the west line of the "Road Declared" as recorded in Maricopa County Recorders Office Instrument no. 1985-0131462;

Thence leaving last said north line, along last said west line, South 00° 02' 16" West, 281.63 feet to a point on the north line of the south 53.00 feet of said Section 6 per roadway easement recorded in Maricopa County Recorders Office instrument no. 1985-0223266;

Thence leaving last said west line, along the northwesterly line of said roadway easement instrument no. 1985-0223266, South 44° 33' 40" West, 28.52 feet to the intersection of the west line of the east 53.00 feet of said Section 6 with the said north line of the south 33.00 feet of Section 6, said intersection per said roadway easement instrument no. 1985-0223266;

Thence leaving said northwesterly roadway easement line, along said north line of the south 33.00 feet of Section 6, also being said potential north line of the "Road Declared" as recorded in Maricopa County Recorders Office Instrument no. 1983-0390976, South 89° 05' 04" West, 878.56 feet to the POINT OF BEGINNING;

Parcel no. 1 contains 35,298 square feet or 0.810 acres, more or less.

Exhibit Map, pages 1 and 2 attached and made a part hereon.

PARCEL NO. 2 (any potential underlying fee interest)

The east 931.00 feet of the south 33.00 feet AND the south 334.00 feet of the east 33.00 feet of said southeast quarter (SE1/4) of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, said south 33.00 feet potentially being the width of the "Road Declared" as recorded in Maricopa County Recorders Office Instrument no. 1983-0390976, and the east 33.00 feet potentially being the width of the "Road Declared" as recorded in Maricopa County Recorders Office Instrument no. 1985-0131462;

AND

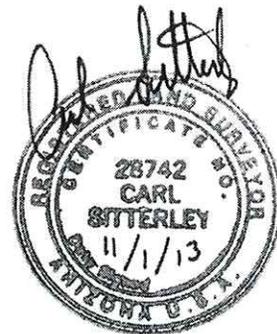
Per the roadway easement recorded in Maricopa County Recorders Office instrument no. 1985-0223266, transcribed as follows:

That portion of the Southeast one-quarter (SE1/4) of Section Six (6), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as:

Beginning at the Point of Intersection of the North line of the South Thirty-three (33) feet and the West line of the East Thirty-three (33) feet of said Southeast one-quarter (SE1/4) of Section Six (6); THENCE Westerly, Twenty (20) feet along said North line of the South Thirty-three (33) feet to a point; THENCE in a Northeasterly direction to a point on said West line of the East Thirty-three (33) feet that is Twenty (20) feet Northerly from said Point of Intersection; THENCE Southerly to the Point of Intersection.

Parcel no. 2 contains 40,874 square feet or 0.938 acres, more or less.

Exhibit Map, pages 1 and 2 attached and made a part hereon.



EXPIRES 03/31/2016

EXHIBIT MAP

PAGE 1 OF 2

EAST QUARTER
CORNER SECTION 6

EAST-WEST
MID-SECTION LINE

ROOSEVELT STREET

ASSESSOR PARCEL
NO. 102-56-005Q

SCALE
1"=400'

ASSESSOR PARCEL
NO. 102-56-005N
PARCEL - TREND HOMES
(PART OF APN -
102-56-005P)

LINE TABLE
SEE SHEET 2 OF 2

EAST LINE OF
MCR NO.
2006-0457064

ASSESSOR PARCEL
NO. 102-56-005P

ASSESSOR PARCEL
NO. 102-56-005G

DETAIL
SEE SHEET 2 OF 2

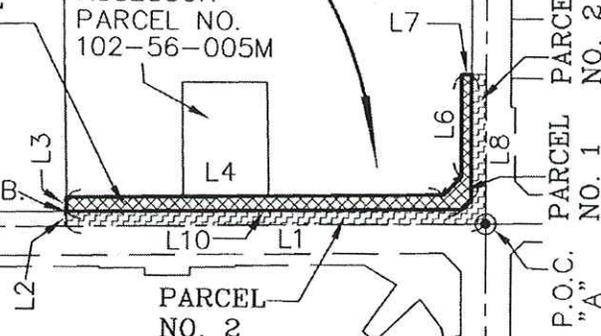
NORTH-SOUTH
MID-SECTION LINE

MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HANDHOLE
SOUTH QUARTER CORNER
SECTION 6

PARCEL
NO. 1

ASSESSOR
PARCEL NO.
102-56-005M

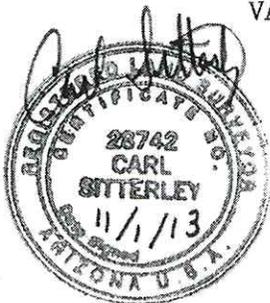
P.O.B.



107TH AVENUE

111TH AVENUE

VAN BUREN STREET



EXPIRES 03/31/2016

- PROPOSED RIGHT OF WAY
- POTENTIAL UNDERLYING FEE

"A" = CITY OF AVONDALE
BRASS CAP IN HANDHOLE
MCR = MARICOPA COUNTY
RECORDERS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING

CRS

CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382

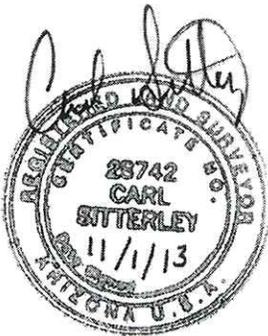
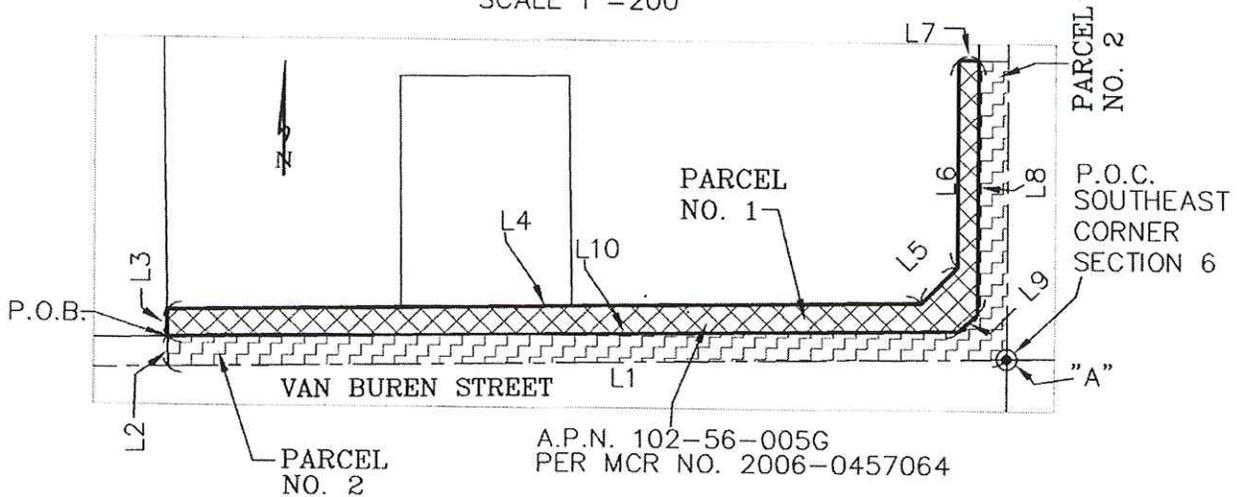
EXHIBIT MAP

PAGE 2 OF 2

LINE TABLE		
LINE	LENGTH	BEARING
L1	931.02	S89°05'04"W
L2	33.00	N00°54'56"W
L3	32.00	N00°54'56"W
L4	837.08	N89°05'04"E
L5	57.04	N44°34'09"E
L6	230.00	N00°02'16"E
L7	22.00	S89°57'44"E
L8	281.63	S00°02'16"W
L9	28.52	S44°33'40"W
L10	878.56	S89°05'04"W

DETAIL

SCALE 1"=200'



EXPIRES 03/31/2016

- PROPOSED RIGHT OF WAY
- POTENTIAL UNDERLYING FEE
- "A"= CITY OF AVONDALE
BRASS CAP IN HANDHOLE
- MCR=MARICOPA COUNTY
RECORDERS
- P.O.B.= POINT OF BEGINNING
- P.O.C.= POINT OF COMMENCING

CRS

CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382

EXHIBIT B

DEED

When recorded mail to:

City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

Exempt from Affidavit of Property Value Pursuant to Ariz. Rev. Stat. §11-1134(A)(7)

SPECIAL WARRANTY GIFT DEED

CCM PARCAP ROOSEVELT, L.L.C., a Delaware limited liability company (the “**Donor**”) hereby grants and convey to **CITY OF AVONDALE**, an Arizona municipal corporation (“**City**”), as a gift and without the receipt of consideration, the following-described property situated in Maricopa County, Arizona (the “**Property**”):

See Exhibit A attached hereto.

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

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

[SIGNATURES ON FOLLOWING PAGE]

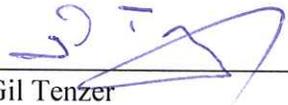
IN WITNESS WHEREOF, Donor has executed this Special Warranty Gift Deed as of the _____ day of _____, 20__.

DONOR:

CCM PARCAP ROOSEVELT, L.L.C., a
Delaware limited liability company

By: Contrarian Capital Management, L.L.C., a
Delaware limited liability company, Manager

Date June 19, 2014

By: 
Gil Tenzer

CT
STATE OF ~~ARIZONA~~)
Fairfield ss.
County of ~~Maricopa~~)

The foregoing instrument was acknowledged before this 19th day of June, 2014, by Gil Tenzer of Contrarian Capital Management, L.L.C., a Delaware limited liability company, Manager of CCM PARCAP ROOSEVELT, L.L.C., a Delaware limited liability company, on behalf of the company.

(Seal and Expiration Date)

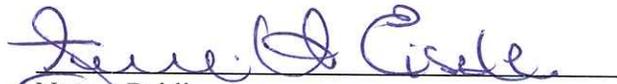

Notary Public

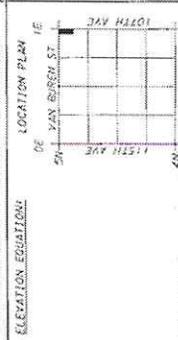


EXHIBIT A
Property

EXHIBIT C
SRP Preliminary Plans

CONSTRUCTION NOTES

- 1 THE GENERAL NOTES ON THE COVER SHEET INCLUDE ADDITIONAL REQUIREMENTS RELATING TO THIS WORK.
- 2 VERIFY THE EXISTING CONDITIONS RELATING TO THE DESIGN CONDITIONS FROM THE UTILITIES LOCATION FACILITIES, AND CLEARANCE AS REQUIRED FOR CONSTRUCTION.
- 3 REMOVE ALL STRUCTURES AND PIPE EXPOSURE TO BE CONSTRUCTED BY THIS WORK.
- 4 PRIVATE PROTECTION SYSTEM CONNECTION TO BE INSTALLED BY THE CONTRACTOR.
- 5 CUSTOMER SHALL ORDER AND DELIVER ALL MATERIALS TO THE PROJECT SITE. DELIVERY SHALL BE AT THE PROJECT SITE. CUSTOMER SHALL ORDER AND DELIVER ALL MATERIALS TO THE PROJECT SITE. DELIVERY SHALL BE AT THE PROJECT SITE.
- 6 CUSTOMER SHALL ORDER AND DELIVER ALL MATERIALS TO THE PROJECT SITE. DELIVERY SHALL BE AT THE PROJECT SITE.
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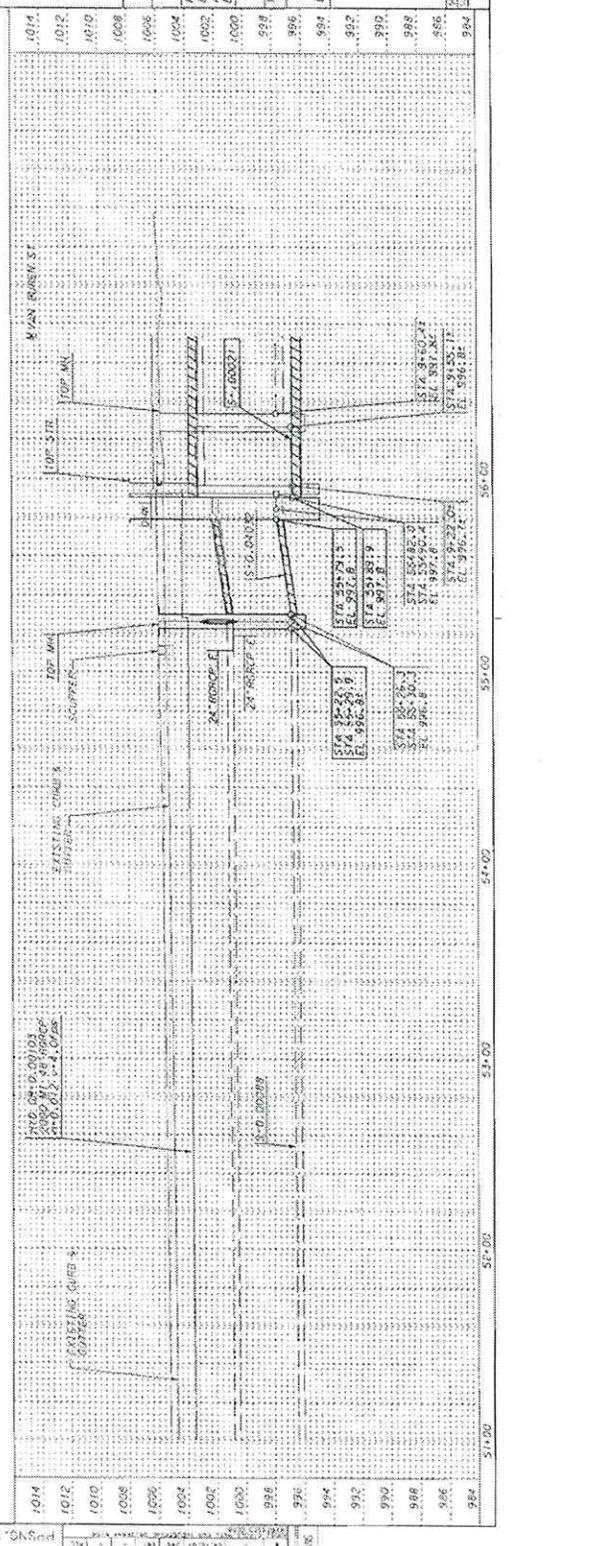
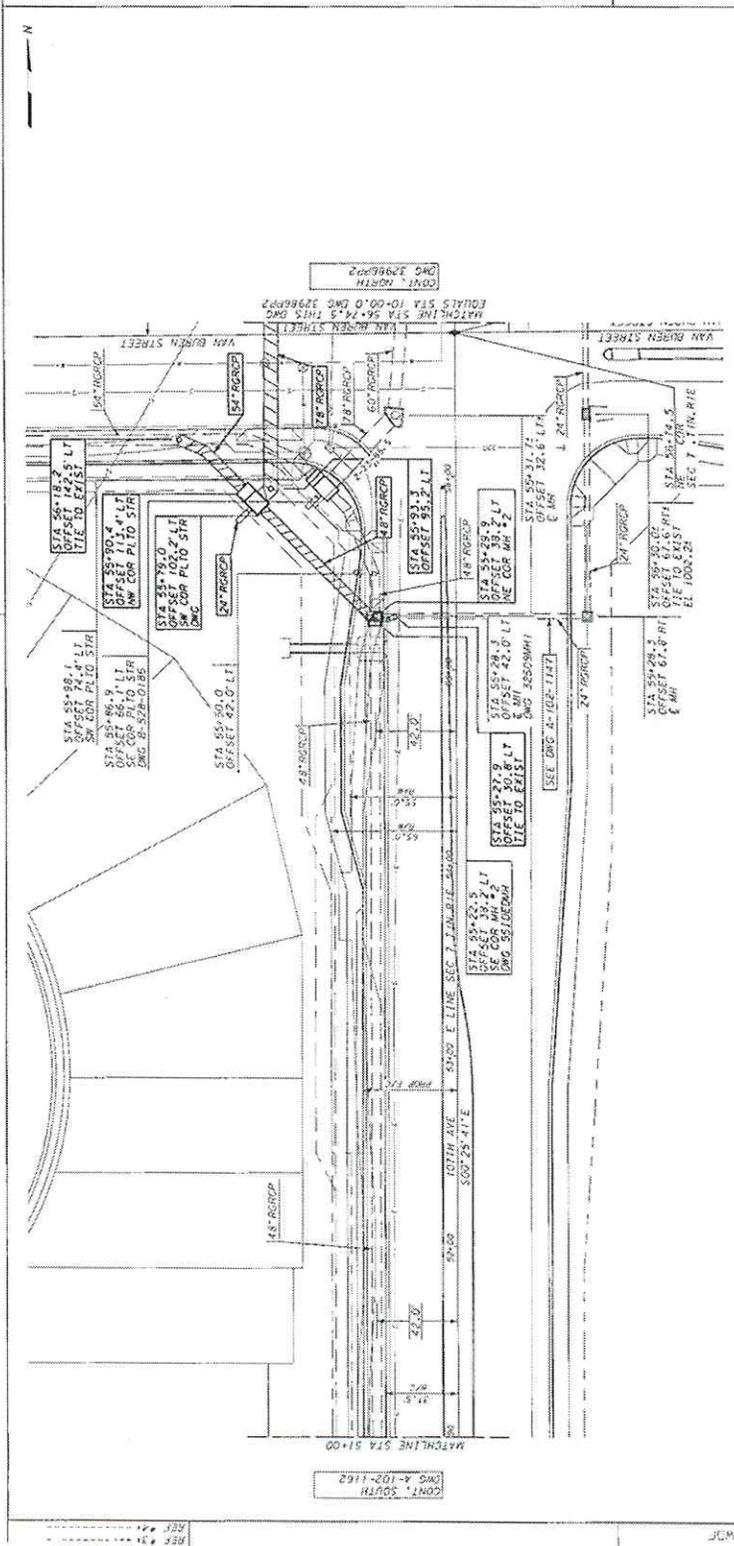


ELEVATION EQUATION

DEPRESSION EQUATION

NO.	REV.	DATE	BY	CHKD.	APP'D.
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20					

SALT RIVER PROJECT
 WATER DIVISION
 GRAND CANAL
 LATERAL 23.0
 SEC 7 T1N R1E
 700' N/O 16/8 COR
 TO NE COR



REF # 1 238888.DGN
 REF # 2 238888.DGN
 REF # 3 238888.DGN

DATE: 10/12/00
 TIME: 10:00 AM

PROJECT: GRAND CANAL LATERAL 23.0
 SHEET: 329886PP1

SCALE: AS SHOWN
 DRAWN BY: JCM

CHECKED BY: JCM
 APPROVED BY: JCM

DATE: 10/12/00
 TIME: 10:00 AM

PROJECT: GRAND CANAL LATERAL 23.0
 SHEET: 329886PP1

SCALE: AS SHOWN
 DRAWN BY: JCM

CHECKED BY: JCM
 APPROVED BY: JCM

CONSTRUCTION NOTES

- 1 THE GENERAL NOTES ON THE COVER SHEET INCLUDE ADDITIONAL REQUIREMENTS RELATING TO THIS WORK.
- 2 UTILITY CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND RIGHTS-OF-WAY FROM THE CITY OF AVONDALE FOR 16TH AVENUE AND VAN BUREN STREET.
- 3 REMOVE AS REQUIRED FOR CONSTRUCTION.
- 4 ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF AVONDALE SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- 5 ALL MATERIALS SHALL BE APPROVED BY THE CITY ENGINEER AND COMPLETED BY CONTRACTOR.
- 6 EXISTING UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO AVOID INTERFERENCE WITH THE NEW CONSTRUCTION.
- 7 ALL EXISTING UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW THE FINISHED GRADE OF THE ROADWAY.
- 8 ALL EXISTING UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO AVOID INTERFERENCE WITH THE NEW CONSTRUCTION.
- 9 ALL EXISTING UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO AVOID INTERFERENCE WITH THE NEW CONSTRUCTION.
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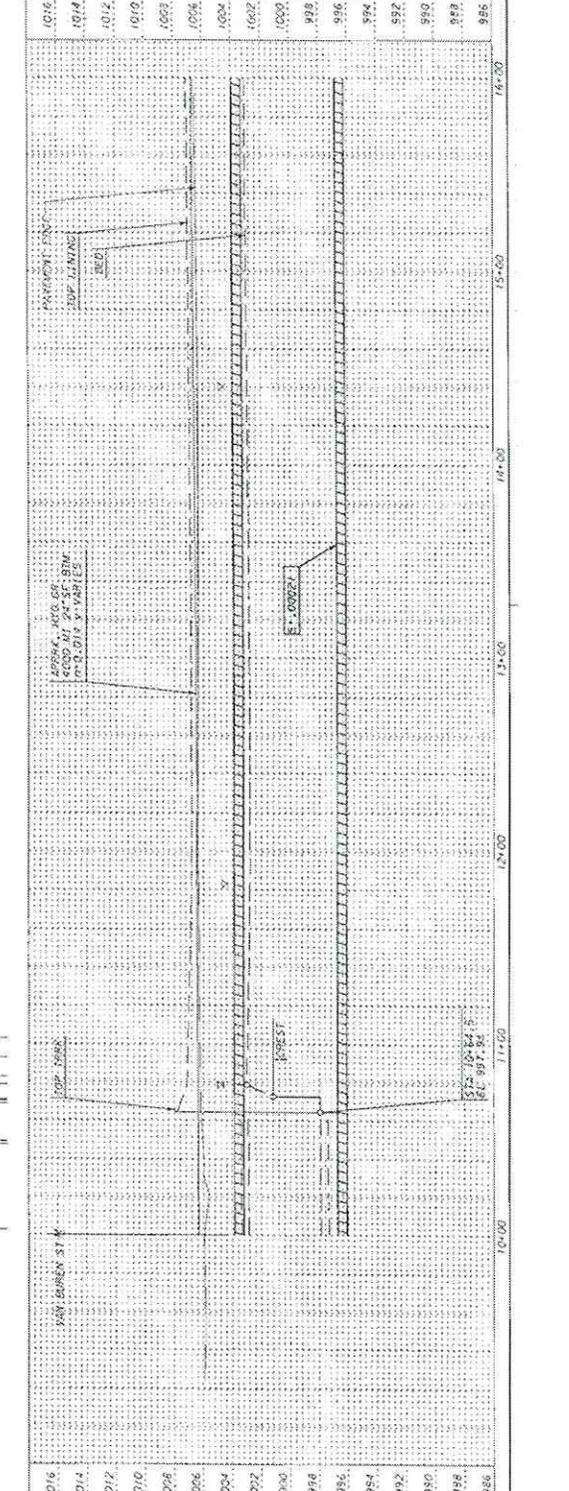
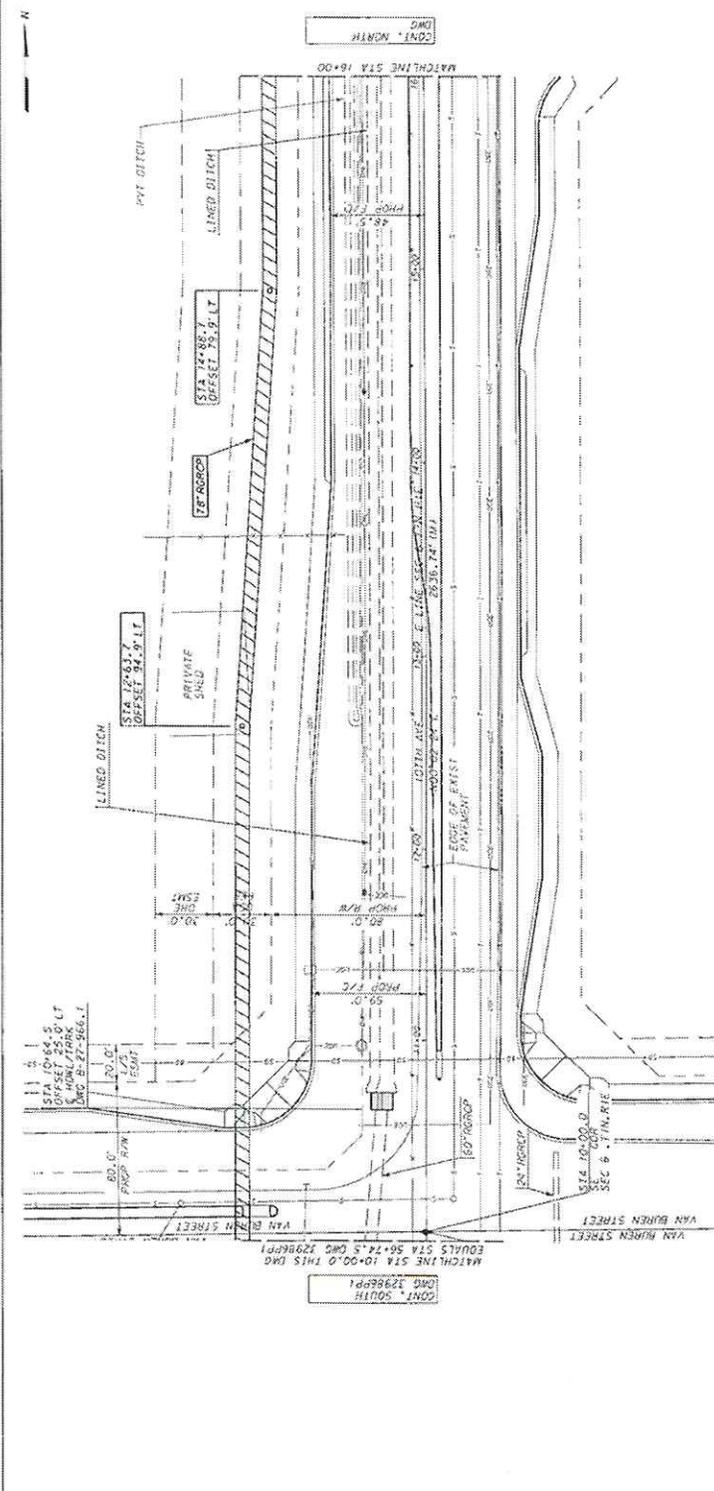
ELEVATION EDITION: 10/16



BENCHMARKS

NO.	DESCRIPTION	DATE
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6	100-12000	
7	100-12000	
8	100-12000	
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10	100-12000	

DESIGN FROM STA 10+00 TO STA 10+00



REF # 11 2298601.DGN

REF # 21 2298601.DGN

REF # 31 2298601.DGN

REF # 41 2298601.DGN

REF # 51 2298601.DGN

REF # 61 2298601.DGN

REF # 71 2298601.DGN

REF # 81 2298601.DGN

REF # 91 2298601.DGN

REF # 101 2298601.DGN

REF # 111 2298601.DGN

REF # 121 2298601.DGN

REF # 131 2298601.DGN

REF # 141 2298601.DGN

REF # 151 2298601.DGN

REF # 161 2298601.DGN

REF # 171 2298601.DGN

REF # 181 2298601.DGN

REF # 191 2298601.DGN

REF # 201 2298601.DGN

REF # 211 2298601.DGN

REF # 221 2298601.DGN

REF # 231 2298601.DGN

REF # 241 2298601.DGN

REF # 251 2298601.DGN

REF # 261 2298601.DGN

REF # 271 2298601.DGN

REF # 281 2298601.DGN

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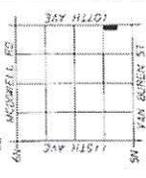
REF # 391 2298601.DGN

REF # 401 2298601.DGN

CONSTRUCTION NOTES

- 1 THE GENERAL NOTES ON THE COVER SHEET APPLY TO THIS WORK.
- 2 ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 3 ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE APPROVED BY THE ENGINEER BEFORE USE.
- 4 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS FOR CONSTRUCTION.
- 5 ALL TRENCHES AND PIPE CULVERTS TO BE INSTALLED SHALL BE PROTECTED BY 4" X 4" BRACKETS SPACED AT 4' ON CENTER.
- 6 ALL STRUCTURES SHALL BE CONSTRUCTED TO BE PROTECTED BY 4" X 4" BRACKETS SPACED AT 4' ON CENTER.
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- 20 ALL STRUCTURES SHALL BE CONSTRUCTED TO BE PROTECTED BY 4" X 4" BRACKETS SPACED AT 4' ON CENTER.

ELEVATION EQUATION:
 SEE MICHIGAN DEPT. OF HIGHWAY TRANSPORTATION, DETROIT, MI.
 WITH APPROVED CURVE DATA SHEET, TABLE 100.



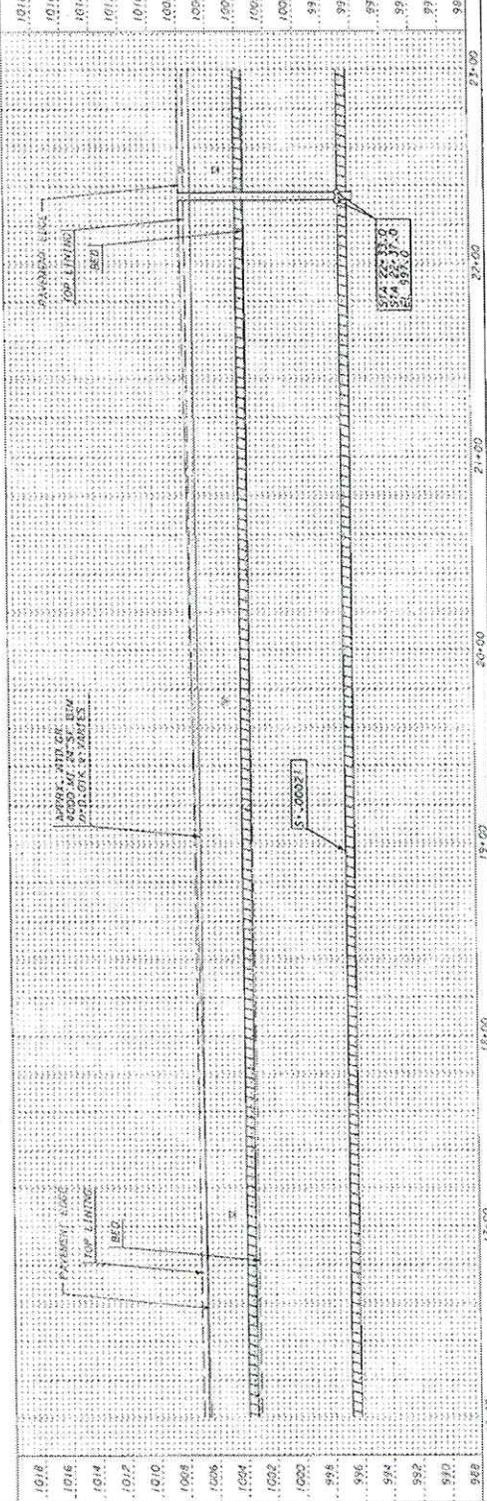
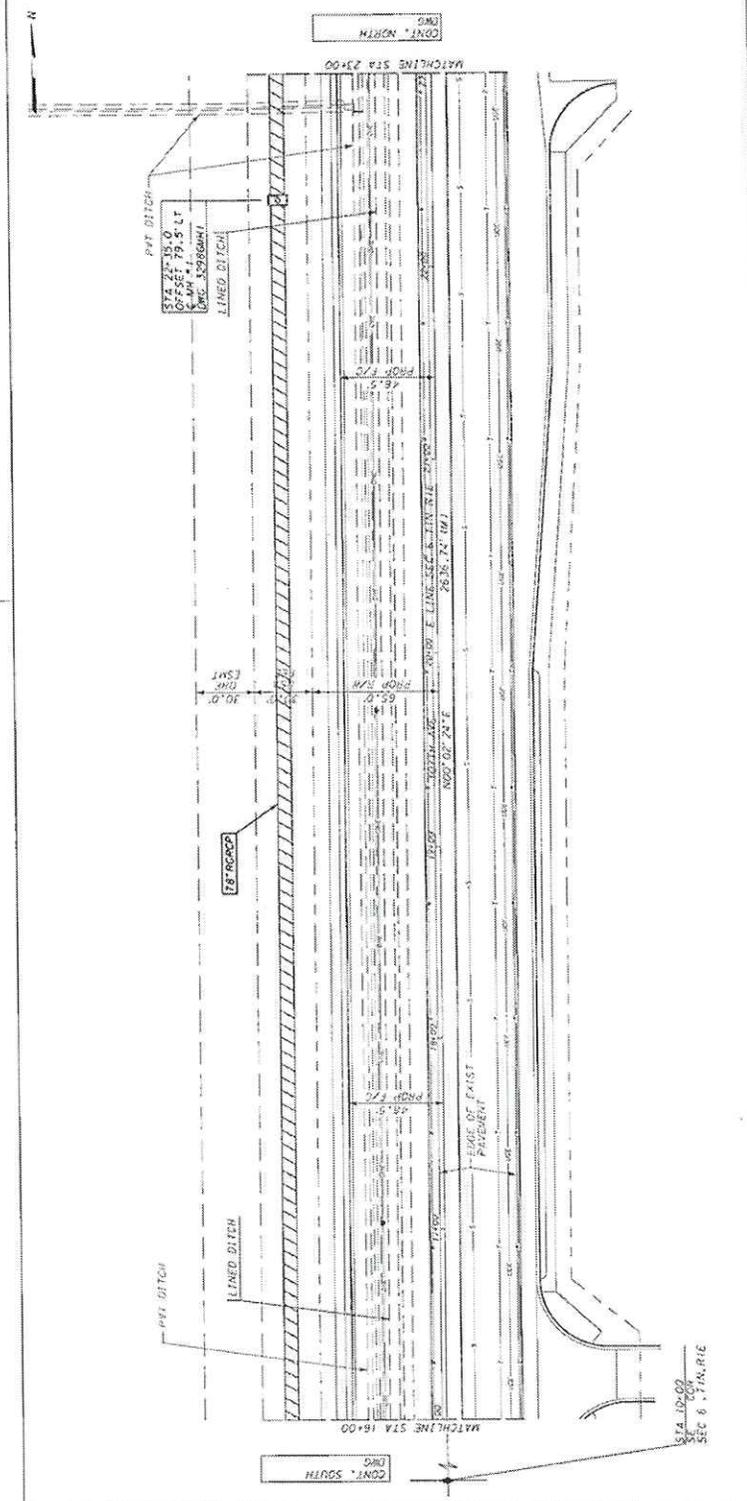
SEVENMETERS

NO.	DATE	BY	CHKD.	DESCRIPTION
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2	10/16/18	JL	MS	DESIGN
3	10/14/18	JL	MS	DESIGN
4	10/12/18	JL	MS	DESIGN
5	10/10/18	JL	MS	DESIGN
6	10/08/18	JL	MS	DESIGN
7	10/06/18	JL	MS	DESIGN
8	10/04/18	JL	MS	DESIGN
9	10/02/18	JL	MS	DESIGN
10	09/30/18	JL	MS	DESIGN
11	09/28/18	JL	MS	DESIGN
12	09/26/18	JL	MS	DESIGN
13	09/24/18	JL	MS	DESIGN
14	09/22/18	JL	MS	DESIGN
15	09/20/18	JL	MS	DESIGN
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18	09/14/18	JL	MS	DESIGN
19	09/12/18	JL	MS	DESIGN
20	09/10/18	JL	MS	DESIGN

**GRAND CANAL
 LATERAL 23.0
 SEC 6 T1N R1E
 600' N70 SE COR
 TO 167' COR**

WATER ENGINEERING
 P.O. BOX 1000
 MICHIGAN, MICHIGAN

PROJECT NO. 15986PP3
 SHEET NO. 4



REF #11 15986PP3.DGN
 REF #12 15986PP3.DGN
 REF #13 15986PP3.DGN

FP SING. WDF
 DATE: 10/18/18
 TIME: 10:00 AM

MANHOLE CONSTRUCTION DATA

MANHOLE NUMBER	STATION	REFERENCE DRAWING	SEE NOTE 4		SEE NOTE 6		PIPE 1		PIPE 2		PIPE 3		PIPE 4		MANHOLE DIMENSIONS	SEE NOTE 9	MANHOLE LOCATION	REINFORCING STEEL
			TOP EL.	BOT. EL.	TYPE	INS. EL.	TYPE	INS. EL.	TYPE	INS. EL.	TYPE	INS. EL.	TYPE	INS. EL.				
1	27+55.0	32986MH	1008.0	996.0	-	76" RCPCP	997.0	-	76" RCPCP	997.0	-	76" RCPCP	997.0	-	104"	135'	Roadway	4 # 12' E.W. OR 1.11 SWS OR 0.65 #12 SWS @ 5" W.C.
															104"			4 # 12' E.W. OR 1.11 SWS OR 0.65 #12 SWS @ 5" W.C.
															104"			4 # 12' E.W. OR 1.11 SWS OR 0.65 #12 SWS @ 5" W.C.

MINIMUM REQUIREMENTS

WALL LENGTH	PIPE DIAMETER	OR	REINFORCING STEEL
48"	36" OR LESS		4 # 12' E.W. OR 1.11 SWS OR 0.65 #12 SWS @ 5" W.C.
68"	48"		4 # 12' E.W. OR 1.11 SWS OR 0.65 #12 SWS @ 5" W.C.
80"	54" OR 60"		4 # 12' E.W. OR 1.11 SWS OR 0.65 #12 SWS @ 5" W.C.
92"	66" OR 72"		4 # 12' E.W. OR 1.11 SWS OR 0.65 #12 SWS @ 5" W.C.
104"	78" OR 84"		4 # 12' E.W. OR 1.11 SWS OR 0.65 #12 SWS @ 5" W.C.

DESIGN CRITERIA

M50 HIGHWAY LOADING, 12 FEET ON ROAD SIDE (18 KILOPAWELL) WHEEL SPACING OF 10 FEET. ALL REINFORCING SHALL BE ON MANHOLE, OTHER WHEEL ADJACENT TO MANHOLE.

NOTES

- STRUCTURAL CONCRETE SHALL BE 4000 PSI @ 28 DAYS (MAG 4) PER SSP 03300.
- REINFORCING STEEL SHALL COMPLY WITH REQUIREMENTS OF SSP 03310. BARS SHALL BE A570 A615 GRADE 60 AND WELDED WIRE FABRIC SHALL CONFORM TO ASTM A655.
- CONCRETE PLACEMENT SHALL BE PER GE 03105. STANDARD FORMS SHALL BE USED FOR CORRECT ORIENTATION OF MANHOLE.
- STANDARD 300 30" CAST IRON MANHOLE FRAME AND COVER (STOCK CODE NO. 004-0424) CENTERED IN TOP OF MANHOLE. CONTACT SSP INVESTMENT RECOVERY DEPARTMENT AT (802) 595-5000, TO PURCHASE SSP MANHOLE FRAME AND COVER.
- NOT TO BE USED FOR STATIONS. EXACT TOP ELEVATION TO BE SET BY CUSTOMER'S ENGINEER BASED ON CUSTOMER'S PAVING & GRADE PLANS.
- FIELD CUT BEHIND AT MANHOLE.
- CONCRETE SHALL BE PLACED WITH NO COLD JOINTS. ALL CONCRETE SHALL BE VIBRATED DURING PLACEMENT.
- DIMENSIONS (A) AND (B) SHALL NOT EXCEED 104".
- FOR PRESSURE MANHOLES, MAXIMUM HEAD SHALL NOT EXCEED 80' ABOVE TOP ELEVATION.
- PROVIDE ASPHALT SURFACE AS REQUIRED.

REFERENCES

REINFORCING SPECIFICATION..... SSP 03310
 CONCRETE SPECIFICATION..... SSP 03300
 CONCRETE PLACEMENT SPECIFICATION..... GE 03105

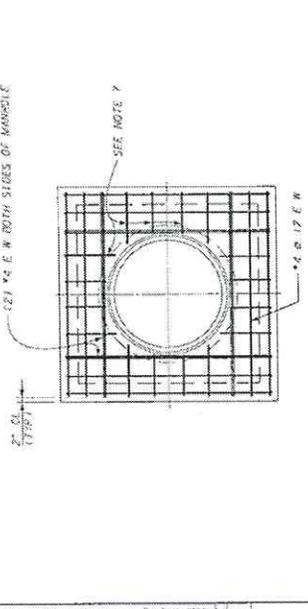
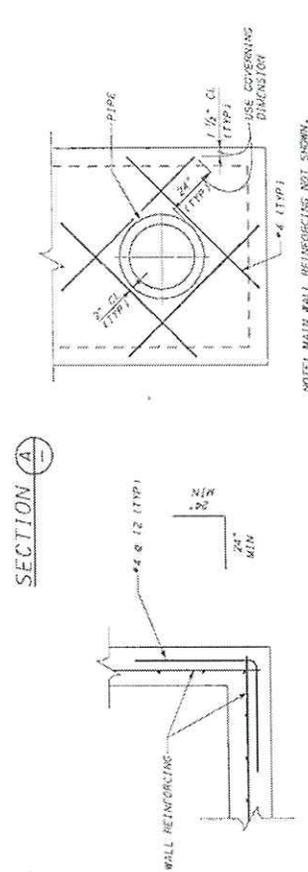
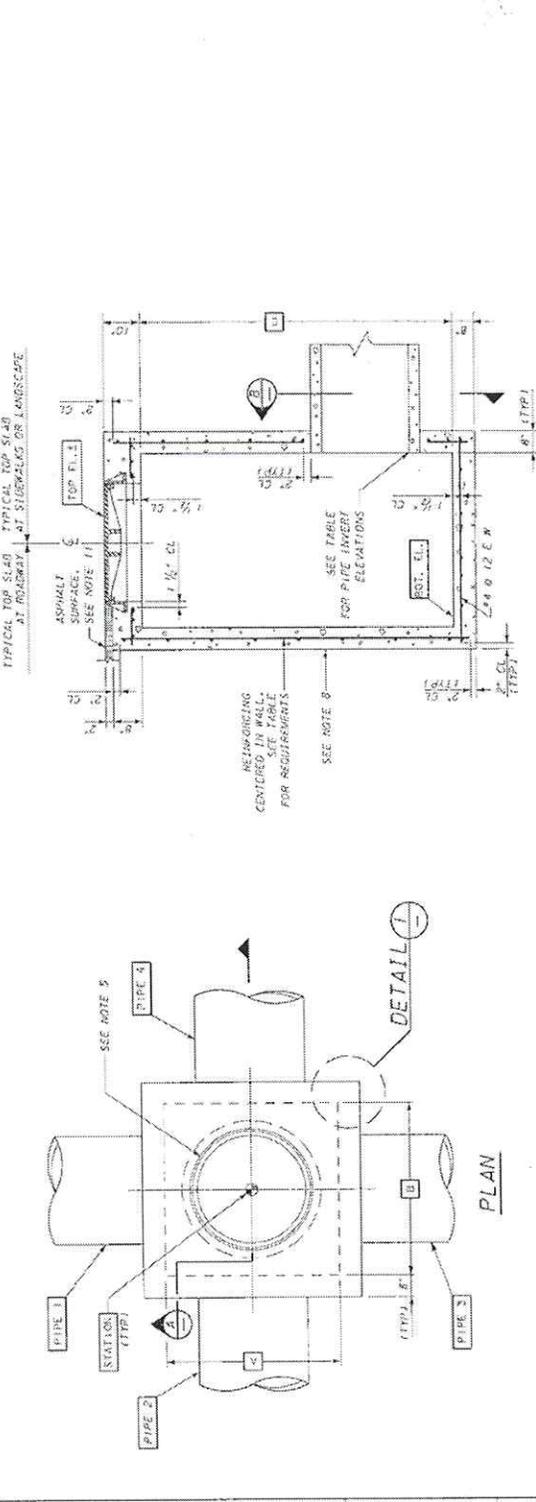
DESIGN FOR CONSTRUCTION

NO.	REV.	DATE	BY	CHKD.	APP'D.
0	ND-32986	BAJ	YL	AND	AND
		DATE	DATE	DATE	DATE

SALT RIVER PROJECT
 WATER ENGINEERING • WINKLE, ARIZONA

**MANHOLE
 PLANS, SECTIONS
 AND DETAILS**

DATE	NO.	REV.	DATE	BY	CHKD.	APP'D.
01/11/07	182	183	01/11/07	AND	AND	AND
01/11/07	182	183	01/11/07	AND	AND	AND



SECTION A-A

SECTION B-B

DETAIL 1

DETAIL 2

TOP SLAB REINFORCING PLAN

MANHOLE #10

32986MH

MANHOLE CONSTRUCTION DATA

MANHOLE NUMBER	STATION	REFERENCE DRAWING	MANHOLE DIMENSIONS										PIPE 3	PIPE 2	PIPE 1
			TOP EL.	INT. EL.	TYPE	INX. EL.	TYPE	INX. EL.	TYPE	INX. EL.	TYPE	INX. EL.			
2	55+22.5	32996PPI	1006.0	996.8	48" RGRCP	996.8	68"	68"	21 7/8"	3 1/2"	3 5/8"	112 1/2"	X		

DESIGN CRITERIA

HSD HIGHWAY LOADING, 32 KIPS ON RIGOR AXLE (16 KIPS/WHEEL), WHEEL SPACING 6' - 50% IMPACT. ONE WHEEL CENTERED ON WHEELS, OTHER WHEEL ADJACENT TO MANHOLE.

NOTES

- STRUCTURAL CONCRETE SHALL BE 2000 PSI AT 28 DAYS (MAG 4) PER SEP 03300.
- REINFORCING STEEL SHALL COMPLY WITH REQUIREMENTS OF SEP 03210. BARS SHALL BE ASTM A615 GRADE 60 AND WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
- CONCRETE PLACEMENT SHALL BE PER DC 03300.
- SEE PLAN AND PROFILE DRAWING FOR CORRECT ORIENTATION OF MANHOLE.
- STANDARD SEP NOT CAST IRON MANHOLE FRAMING AND COVER (STOCK CODE NO. 604-0741) CENTERED IN TOP OF MANHOLE. CONTACT SPP INVESTMENT RECOVERY DEPARTMENT AT (602) 246-2948, TO PURCHASE SPP MANHOLE FRAME AND COVER.
- NOT TO BE USED FOR STAKING. EXACT TOP ELEVATION TO BE SET BY CUSTOMER'S ENGINEER BASED ON CUSTOMER'S PAVING & GRADING PLANS.
- FIELD CUT REBAR AT MANHOLE.
- CONCRETE SHALL BE PLACED WITH NO COLD JOINTS. ALL CONCRETE SHALL BE VIBRATED DURING PLACEMENT.
- DIMENSIONS \square & \square SHALL NOT EXCEED 104".
- FOR PRESSURE MANHOLES, MAXIMUM HEAD SHALL NOT EXCEED 60' ABOVE TOP ELEVATION.
- PROVIDE ASPHALT SURFACE AS REQUIRED.

- REFERENCES
- REINFORCING SPECIFICATION SEP 03210
 - CONCRETE SPECIFICATION SEP 03300
 - CONCRETE PLACEMENT SPECIFICATION CE 03305

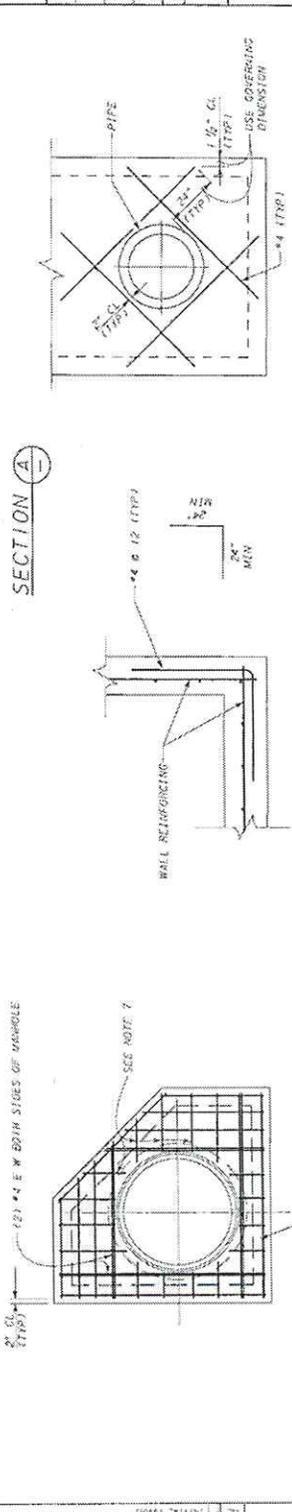
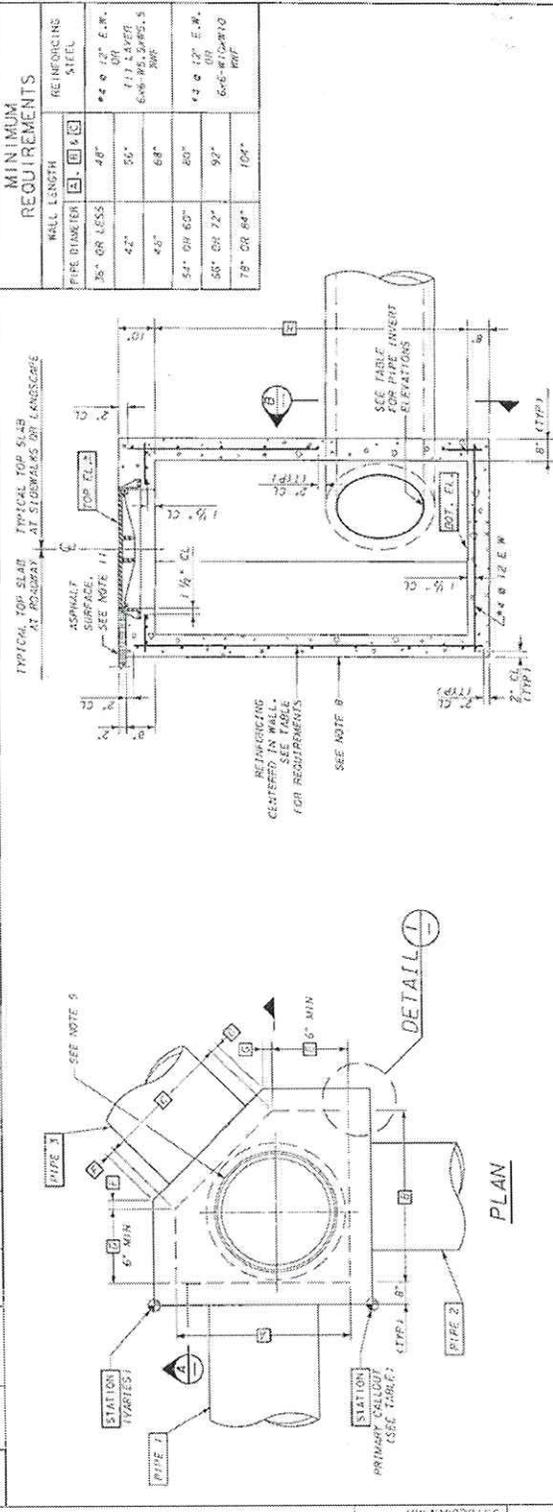
DESIGN FOR CONSTRUCTION

NO.	REV.	DATE	BY	CHK	APP	DATE
0	WD-12286		BLJ	VL	SDP	/ /
			DTM	DSM	INCH	DATE

SALT RIVER PROJECT
WATER ENGINEERING PHOENIX, ARIZONA

FIVE-SIDED MANHOLE PLANS, SECTIONS AND DETAILS

DATE	12/21/51	SCALE	AS SHOWN
NO.	15	PROJECT	SSSIDEMH
SHEET NO.	1	TOTAL SHEETS	1



NOTE: MAIN WALL REINFORCING NOT SHOWN.

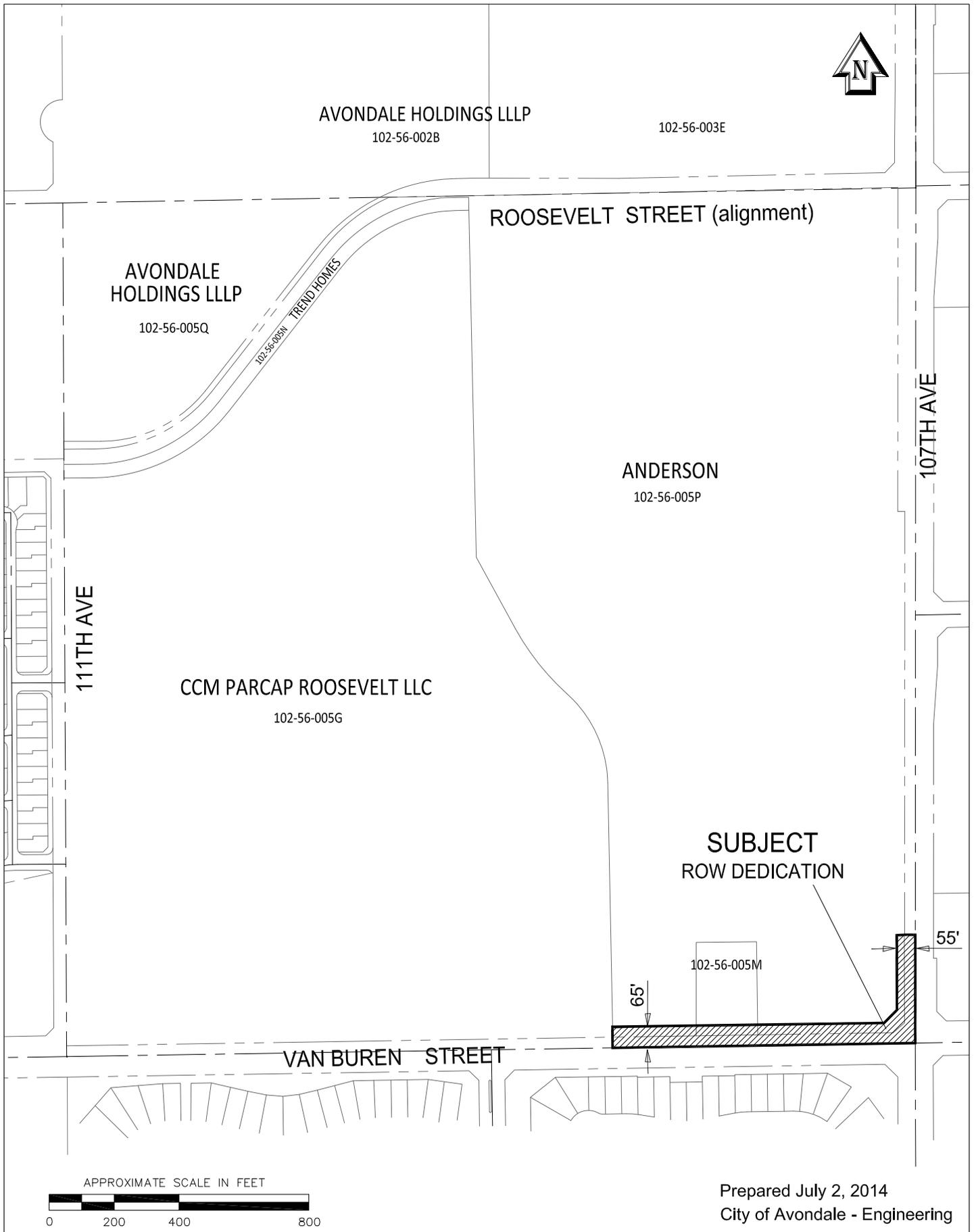
SECTION A-A

DETAIL 1

TOP SLAB REINFORCING PLAN

55102CNR.MPT

NO.	REV.	DATE	BY	CHK	APP	DATE
0	WD-12286		BLJ	VL	SDP	/ /



Right-of-way Dedication at Van Buren and 107th Ave
LOCATION MAP



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1553-814 - Acquisition of Real
Property for Dysart Road Improvement Project

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Charles Andrews, P.E., City Engineer, 623-333-4216**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance authorizing the dedication, purchase or condemnation of real property for the Dysart Road Improvement Project, located on the west side of Dysart Road between Western Avenue and Hill Drive and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On May 19, 2014, City Council approved Resolution 3185-514 authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the advertisement, bidding, and administration of the construction of the Dysart Road Pedestrian and Bicycle Improvements Project on Dysart Road between Van Buren Street and MC85. Staff has completed the due diligence necessary to acquire two pieces of rights-of-way needed for the project.

DISCUSSION:

The first piece of required right-of-way is located at the northwest corner of Dysart Road and Western Avenue and consists of parts of two underlying assessor's parcels, APN 500-20-144H and APN 500-20-144Q. This area is roughly a 17 foot wide, 283 foot long rectangular strip with a 60x60 foot triangle at the corner. This area is also intended for constructing the north foundation of the new Western Avenue "Arch" feature and associated landscaping.

The second piece of required right-of-way is located at the southwest corner of Hill Drive and Western Avenue. This is a narrow, approximately 122 foot by 3 foot sliver with a 20x20 foot additional corner triangle corner. This right-of-way also crosses parts of two assessor's parcels, APN 500-20-060C and APN 500-20-060A. Also included in the fee acquisition is the adjacent 4 to 7 foot wide, 122 foot long strip of existing right-of-way easement.

BUDGET IMPACT:

Funding for the dedication, purchase or condemnation and associated legal fees for the acquisition of real property is available in CIP Street Fund Line Item No. 304-1345-00-8420, Dysart Road Bike and Pedestrian Facilities, Van Buren Street to MC85.

RECOMMENDATION:

Staff recommends that City Council adopt an ordinance authorizing the dedication, purchase or condemnation of real property for the Dysart Road Improvement Project, located on the west side of Dysart Road between Western Avenue and Hill Drive and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Ordinance 1553-814](#)

[Vicinity Maps](#)

ORDINANCE NO. 1553-814

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

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

WHEREAS, the City Council desires to authorize the acquisition of certain real property generally located on Dysart Road from Western Avenue to Hill Drive for the Dysart Road power undergrounding and road beautification project.

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

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

SECTION 2. The acquisition, by purchase or dedication of parts of two parcels of real property totaling \pm 0.0085 acres, Maricopa County Assessor’s parcel numbers: 500-20-060A and 500-20-060C, generally located west of Dysart Road and south of Hill Drive, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Noyes Parcels”), is hereby authorized.

SECTION 3. The acquisition, by purchase or dedication of parts of two parcels of real property totaling \pm 0.1395 acres, Maricopa County Assessor’s parcel numbers: 500-20-144H and 500-20-144Q, generally located west of Dysart Road and north of Western Avenue, as more particularly described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Riefkohl Parcels”), is hereby authorized.

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

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

PASSED AND ADOPTED by the Council of the City of Avondale, August 4, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1553-814

[Legal Description and Map of Noyes Parcels]

See following pages.

LEGAL DESCRIPTION
ROAD RIGHT OF WAY
SOUTHWEST CORNER HILL DRIVE & DYSART ROAD
(PART OF APN 500-20-060A and 500-20-060C)

That portion of Lot 1, of Block 3 of Irving Place, a subdivision recorded in Maricopa County Records (MCR), Book 28, Page 24, said Lot 1 referenced in MCR instrument no. 1988-0401061 and 1991-0451770, being located in the southeast quarter (SE1/4) of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the southeast corner of said Section 10, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in Maricopa County Recorders Office Book 1181, page 12, from which for a bearing reference the east quarter corner of said Section 10, being marked by a City of Avondale brass cap in hand hole per said MCR Book 1181, page 12, bears North 00° 01' 11" East, 2644.67 feet.

Thence along the east line of said Section 10, North 00° 01' 11" East, approximately 330.58 feet to the northeast corner of the south half of the southeast quarter of the southeast quarter of the southeast quarter (S1/2,SE1/4,SE1/4,SE1/4) of said Section 10, also being the (east-most) southeast corner of said Irving Place Plat;

Thence, leaving said east section line, along the north line of said south half of the southeast quarter of the southeast quarter of the southeast quarter (S1/2,SE1/4,SE1/4,SE1/4), also being the south line of said Irving Place Plat, North 89° 45' 03" West, 33.00 feet to the southeast corner of said Lot 1 and the southeast corner of the 1961 Road Right of Way Easement recorded in MCR Docket 3583, Page 597, said southeast corner(s) being the POINT OF BEGINNING, from which, for a reference, the southwest corner of the said 1961 Road Right of way Easement bears North 89° 45' 03" West, 04.18 feet;

Thence continuing along said north and south lines, being the south line of said Lot 1, North 89° 45' 03" West, 07.00 feet to the west line of the east 40.00 feet of said Section 10;

Thence leaving said south line of Lot 1, along said west line, North 00° 01' 11" East, 101.68 feet to a point on the south line of the north 20.00 feet of said Lot 1;

Thence leaving said west line and said south line, North 44° 53' 11" West, 28.33 feet to the north line of said Lot 1, being a point 20.00 feet westerly of the northwest corner of the 1961 Road Right of Way Easement recorded in MCR Docket 3542, Page 366, also being 27.00 feet westerly of the northeast corner of said Lot 1;

(continued next page)

Thence along said north line of Lot 1, South 89° 47' 34" East, 27.00 feet to said northeast corner of Lot 1, also being the northeast corner of said 1961 Road Right of Way Easement recorded in MCR Docket 3542, Page 366;

Thence along the east line of said Lot 1, also being the east line of last said 1961 Road Right of Way Easement, South 00° 01' 11" West, 63.68 feet to the north line of the south 58.00 feet of said Lot 1, also being the southeast corner of the last said 1961 Road Right of Way Easement, and also being the northeast corner of said 1961 Road Right of Way Easement recorded in MCR Docket 3583, Page 597, from which, for a reference, the common corners for each of the above said 1961 Road Right of way Easements bears North 89° 45' 03" West, 05.52 feet;

Thence, leaving said north line of said south 58.00 feet, continuing along the east line of said Lot 1, also being along the east line of the said 1961 Road Right of Way Easement recorded in MCR Docket 3583, Page 597, South 00° 01' 11" West, 58.00 feet to the POINT OF BEGINNING;

Above Parcel description contains a GROSS Road Right of way of 1,052 square feet or 0.0242 acres more or less, of which, 680 square feet or 0.0156 acres more or less is existing road right of way easement per said 1961 Road Easements recorded in MCR Docket 3583, Page 597 (281 square feet); and in MCR Docket 3542, Page 366 (399 square feet). The New NET Road Right of way contains 372 square feet or 0.0085 acres more or less.

Exhibit Map Attached and made a part hereon.



Expires 03/31/2016

EXHIBIT MAP

ROAD RIGHT OF WAY

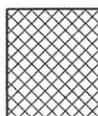
A PORTION OF DEEDS
MCR 1988-0401061 FOR
APN 500-20-060A &
MCR 1991-0451770 FOR
APN 500-20-060C

EAST QUARTER CORNER SECTION 10
BRASS CAP IN HANDHOLE PER
MCR BOOK 1181, PAGE 12

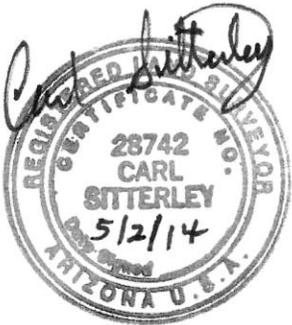
APN=ASSESSOR PARCEL
NUMBER
MCR=MARICOPA COUNTY
RECORDERS
P.U.E.=PUBLIC UTILITY
EASEMENT

NOTE**=REFERENCE BOOK 63
OF MISCELLANEOUS
PAGE 479 & DOCKET
711, PAGE 139

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.00	N89°45'03"W
L2	101.68	N00°01'11"E
L3	28.33	N44°53'11"W
L4	27.00	S89°47'34"E
L5	63.70	S01°18'42"E
L6	58.02	S01°18'13"E

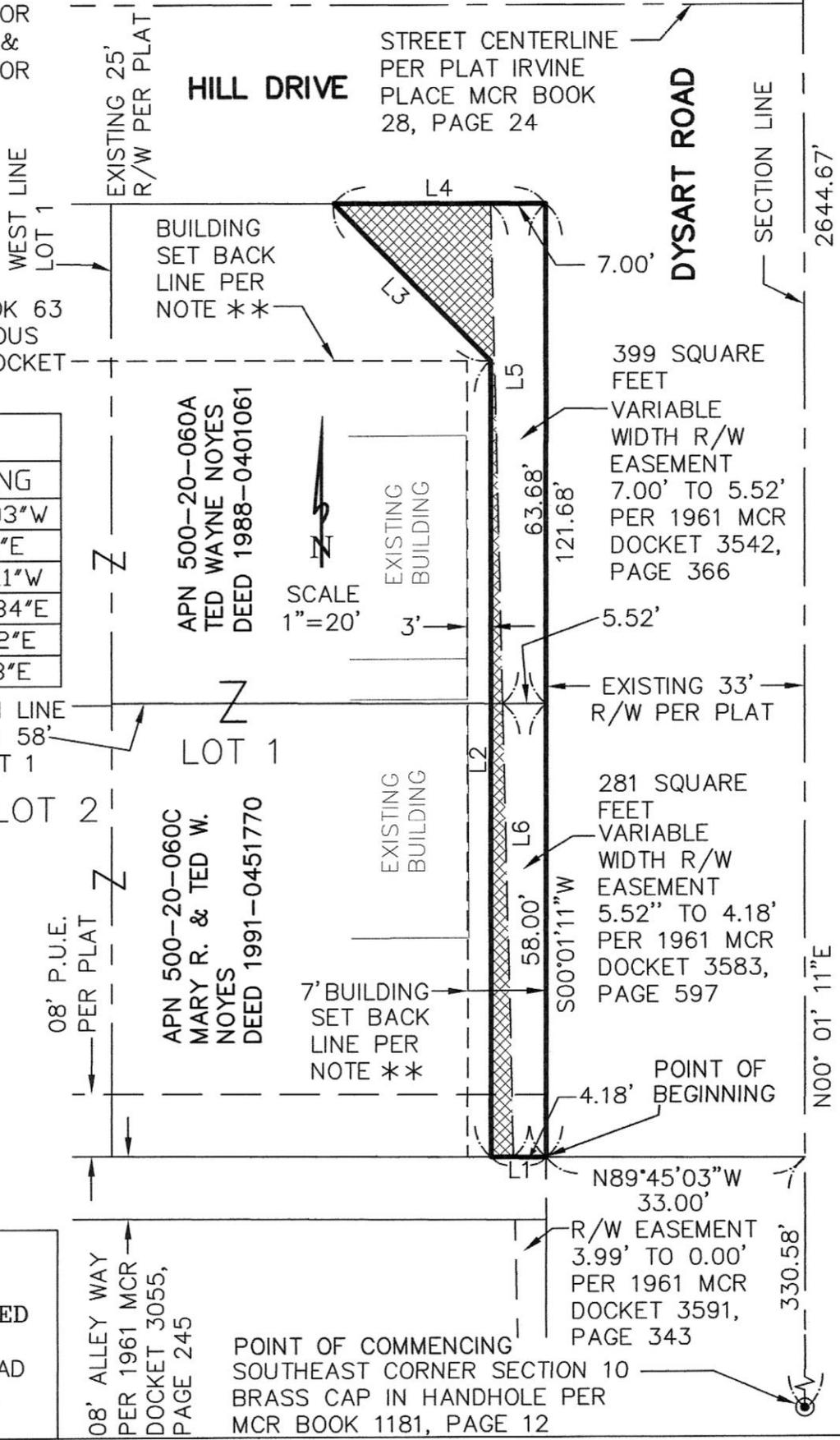
 NEW ROAD
RIGHT OF WAY
372 SQUARE FEET

**TOTAL GROSS ROAD
RIGHT OF WAY
1,052 SQUARE FEET**



EXPIRES 03/31/2016

CRS
CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382



08' ALLEY WAY
PER 1961 MCR
DOCKET 3055,
PAGE 245

POINT OF COMMENCING
SOUTHEAST CORNER SECTION 10
BRASS CAP IN HANDHOLE PER
MCR BOOK 1181, PAGE 12

R/W EASEMENT
3.99' TO 0.00'
PER 1961 MCR
DOCKET 3591,
PAGE 343

330.58'

N00° 01' 11"E

2644.67'

EXHIBIT B
TO
ORDINANCE NO. 1553-814

[Legal Description and Map of Riefkohl Parcels]

See following pages.

LEGAL DESCRIPTION
ROAD RIGHT OF WAY
NORTHWEST CORNER WESTERN AVENUE & DYSART ROAD
(PART OF APN 500-20-144H and 500-20-144Q)

That portion of Parcels no. 1 and no. 2, as referenced in MCR instrument no. 2014-0075512, being located in the south half of the southeast quarter of the southeast quarter of the southeast quarter (S1/2, SE1/4, SE1/4, SE1/4) of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the southeast corner of said Section 10, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in Maricopa County Recorders Office (MCR) Book 1181, page 12, from which for a bearing reference the east quarter corner of said Section 10, being marked by a City of Avondale brass cap in hand hole per said MCR Book 1181, page 12, bears North 00° 01' 11" East, 2644.67 feet; and for a second bearing reference the south quarter corner of said Section 10, being marked by a Maricopa County Highway Department brass cap in hand hole, per said MCR Book 1181, page 12, bears North 89° 44' 13" West, 2633.81 feet;

Thence along the south line of said Section 10, North 89° 44' 13" West, 33.00 feet to the west line of the east 33.00 feet of said Section 10;

Thence leaving said south line, along said west line, North 00° 01' 11" East, 40.00 feet to the north line of the south 40.00 feet of said Section 10, also being the south line of said Parcels no. 1 and no. 2, and the POINT OF BEGINNING;

Thence leaving said west line, along said north line and said south Parcel lines, North 89° 44' 13" West, 73.34 feet;

Thence leaving said north and south lines, North 44° 46' 05" East, 84.12 feet;

Thence North 00° 41' 44" West, approximately 222.61 feet to the south line of the north 8.00 feet of the said south half of the southeast quarter of the southeast quarter of the southeast quarter (S1/2, SE1/4, SE1/4, SE1/4) of said Section 10, also being the south line of the 8.00 feet wide alley way per 1961 MCR Docket 3055, page 245, and also being the north line of the above said Parcel no. 2 described in MCR instrument no. 2014-0075512;

Thence along last said south lines, being said north Parcel no. 2 line, South 89° 45' 03" East, 16.90 feet back to the said west line of the east 33.00 feet of Section 10;

Thence along last said west line, South 00° 01' 11" West, approximately 282.58 feet to the POINT OF BEGINNING;

Parcel contains 6,076 square feet or 0.1395 acres more or less. Of which said area contains and includes a 345 square feet or 0.0079 acre more or less, triangle shaped existing road right of way easement located at the north and east portion of the above described parcel and is described in the 1961 MCR Docket 3591, Page 343.

Exhibit Map attached and made a part hereon.



Expires 03/31/2016

EXHIBIT MAP ROAD RIGHT OF WAY

A PORTION OF DEED
MCR 2014-0075512 FOR
APN 500-20-144H &
APN 500-20-144Q

APN=ASSESSOR PARCEL
NUMBER

MCR=MARICOPA COUNTY
RECORDERS

P.U.E.=PUBLIC UTILITY
EASEMENT

MONUMENT "A"=

EAST QUARTER CORNER
SECTION 10, BRASS CAP
IN HANDHOLE PER
MCR BOOK 1181, PAGE 12

R/W EASEMENT "A"=

R/W EASEMENT VARIES
3.99' TO 0.00' PER 1961
MCR DOCKET 3591, PAGE 343

LINE TABLE

LINE	LENGTH	BEARING
L1	73.34	N89°44'13"W
L2	84.12	N44°46'05"E
L3	222.61	N00°41'44"W
L4	16.90	S89°45'03"E
L5	282.58	S00°01'11"W

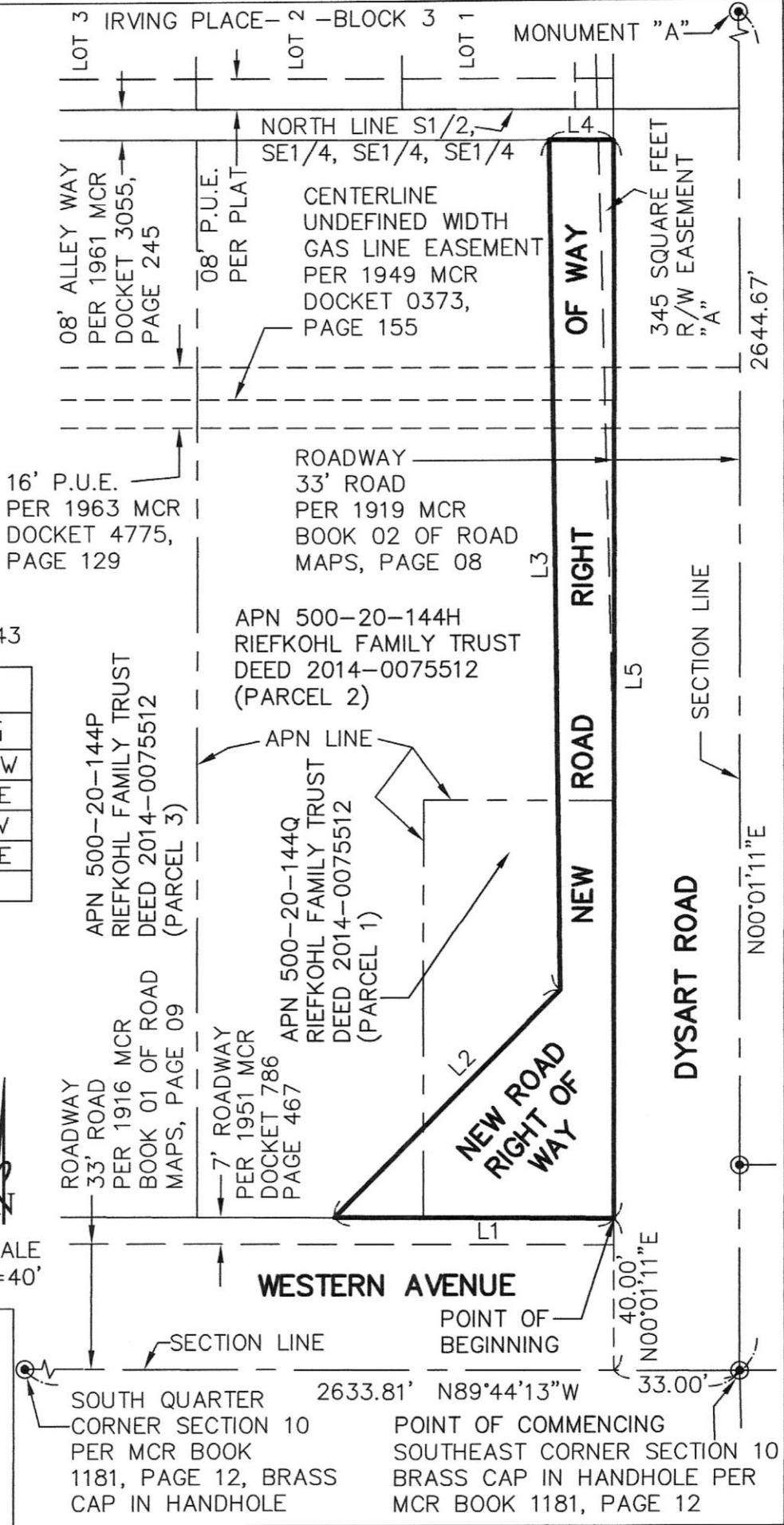
**TOTAL GROSS ROAD R/W
6,076 SQUARE FEET**



EXPIRES 03/31/2016

CRS

CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382



SUBJECT PROPERTY
PROPOSED RIGHT-OF-WAY
APPROX AREA 6076 SQ.FT.

APN 500-20-144L

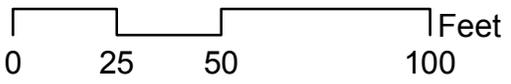
APN 500-20-144H

APN 500-20-144Q

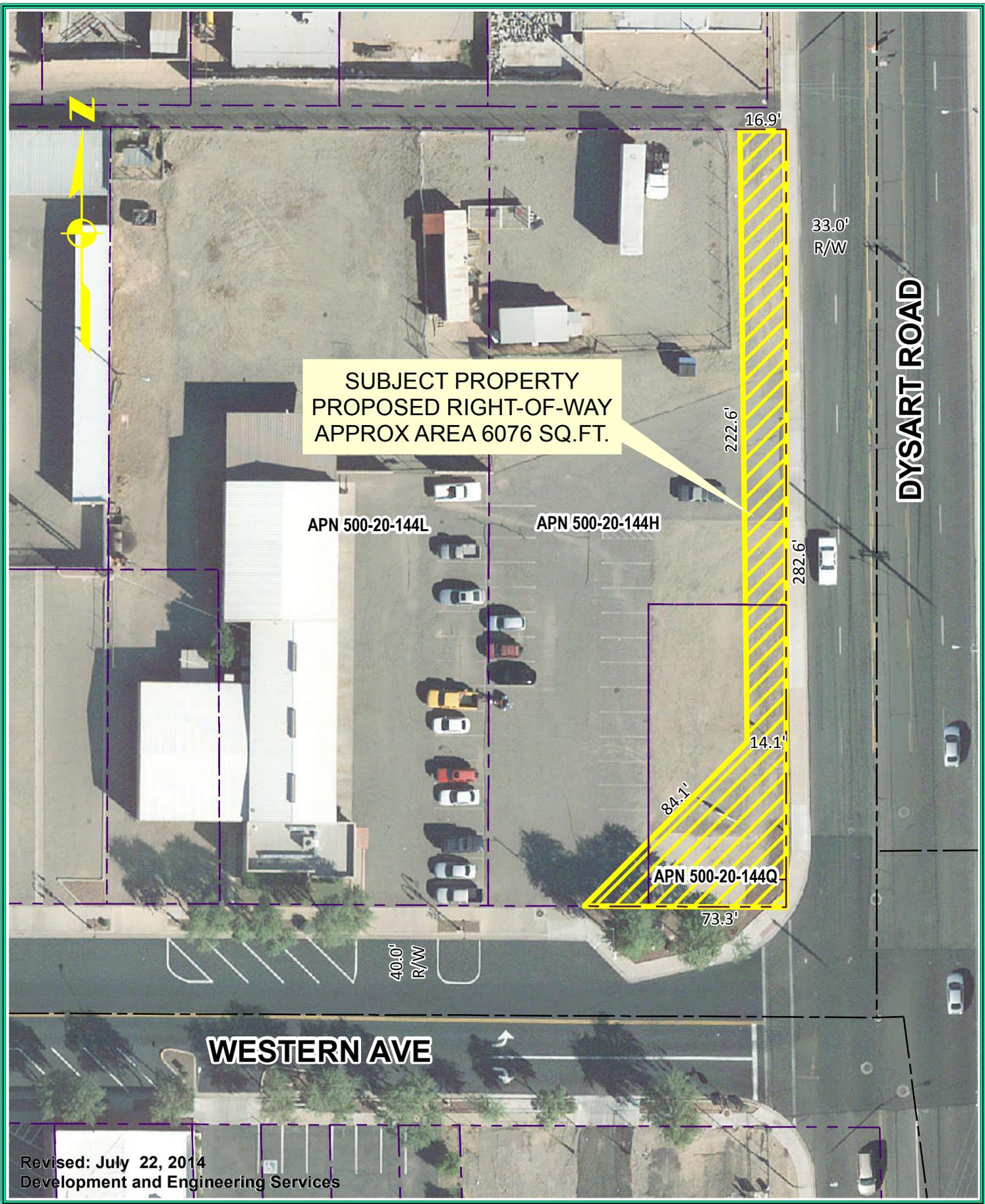
DYSART ROAD

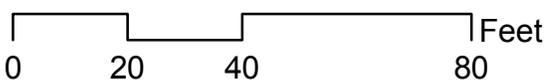
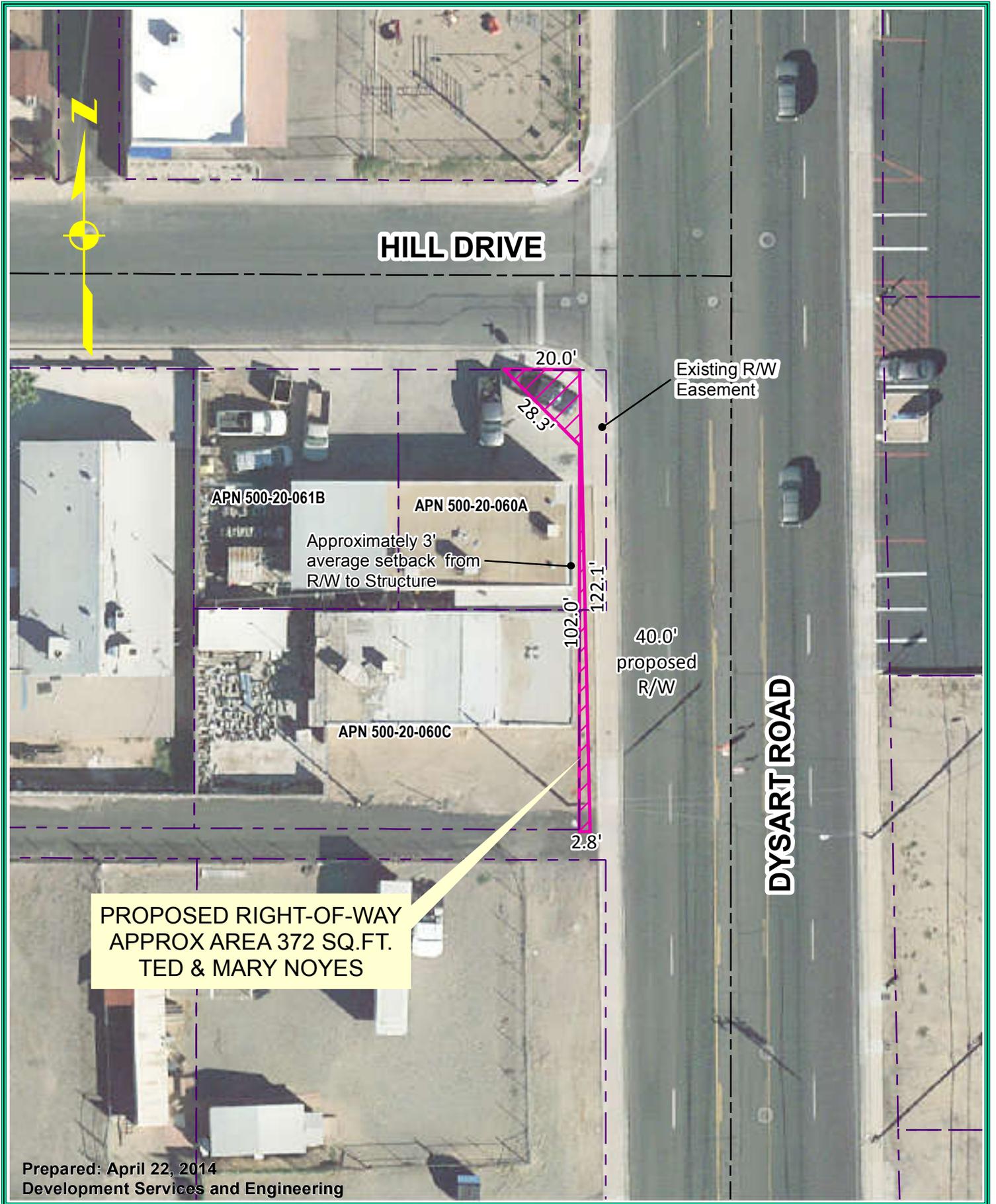
WESTERN AVE

Revised: July 22, 2014
Development and Engineering Services



DYSART ROAD BEAUTIFICATION
PROPOSED RIGHT-OF-WAY DEDICATION
NW CORNER DYSART AND WESTERN





**DYSART ROAD BEAUTIFICATION
PROPOSED RIGHT-OF-WAY DEDICATION
SW CORNER DYSART RD AND HILL DR**



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1554-814 - Acceptance of Dedication
of Waterline Easement

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance accepting the dedication of a waterline easement from Mr. Garcia in the former Rigby Water Service area and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

DISCUSSION:

The easement will allow the City to replace a waterline which currently runs through the middle of an adjacent lot to serve lots to the south. Mr. Garcia is granting the easement in an area which will be more accessible to City staff, and less encumbering than the present location. City staff will construct the new line and reconnect the existing services, including a new service connection for Mr. Garcia.

BUDGET IMPACT:

There will be no budgetary impact to the City from this action.

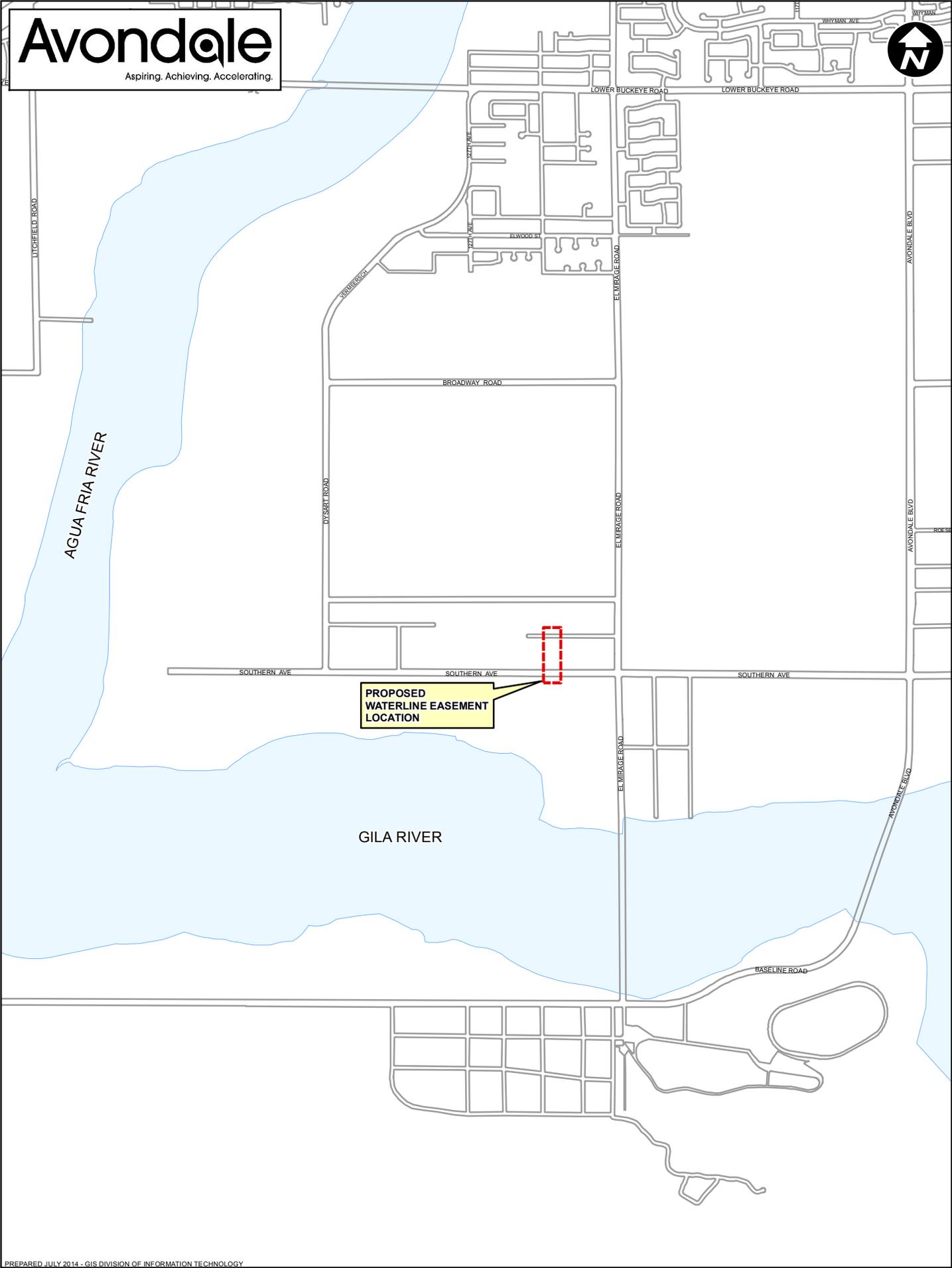
RECOMMENDATION:

Staff recommends that City Council adopt an ordinance accepting the dedication of a waterline easement from Mr. Garcia in the former Rigby Water Service area and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[Ordinance 1554-814](#)



**PROPOSED
WATERLINE EASEMENT
LOCATION**

Rigby Proposed Water Easement

ORDINANCE NO. 1554-814

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF A WATERLINE EASEMENT.

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

SECTION 1. An easement over \pm 0.0725 acres of real property, generally located south of Hidalgo Avenue, west of El Mirage Road in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 500-73-001-Z, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Carlos N. Garcia and Susan J. Garcia, husband and wife, for water purposes.

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

PASSED AND ADOPTED by the Council of the City of Avondale, August 4, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1554-814

[Legal Description and Map]

See following pages.

Waterline Easement
Part APN 500-73-001-Z

LEGAL DESCRIPTION

The East 10 feet of the following described property:
The West 660 feet of the East 1650 feet of the South half of the Southeast quarter of Section
26, Township 1 North, Range 1 West of the Gila and Salt River Meridian.
Except the North 660 feet and except the South 330 feet thereof.



EXPIRES: JUNE 30, 2016



East quarter corner
Section 26

S89°51'22"E
10.00'

HIDALGO AVENUE

990.00'

N89°51'22"W

10.00'

N0°07'06"E 315.70'
S0°07'06"W 315.72'

EL MIREAGE ROAD

647.62'

2615.24'

N0°07'06"E Basis of Bearing

500-73-001-Z

**WATERLINE
EASEMENT**
3157 SQ. FT. AREA

E. line of the
W. 660' of the
E. 1650' of the
S. 1/2 of the SE
1/4 Section 26

10.00'
N89°44'46"W

Southeast corner Section 26
Township 1 North, Range 1 West
Gila & Salt River Meridian,
Maricopa County, Arizona



REFERENCES:

Deed Docket 2010030699
Official Records of
Maricopa County, Arizona

Record of Survey, PLSS
Maricopa County GDACS
Book 694, Page 38, MCR

Note:
This map is based on
record information only
it is not a field Survey.

Avondale

DEVELOPMENT
SERVICES AND
ENGINEERING
DEPARTMENT



EXPIRES: JUNE 30, 2016

EXHIBIT MAP
TO LEGAL DESCRIPTION
FOR WATERLINE EASEMENT
APN 500-73-001-Z

DATE: 5-19-2014
DSN: _____
DRN: LS
CHK: _____

PROJECT NAME
HIDALGO WATERLINE

PAGE: 1 of 1



CITY COUNCIL AGENDA

SUBJECT:

Liquor License - Person Transfer Series 6 Bar
License - Aguila's Hideaway

MEETING DATE:

8/4/2014

TO: Mayor and Council**FROM:** Carmen Martinez, City Clerk (623) 333-1214**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is recommending approval of an application submitted by Javier Jimenez Aguilar for a Person Transfer of a Series 6 - Bar Liquor License to serve all spirituous liquors to be used at Aguila's Hideaway located a 1235 N 8th Street in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Javier Jimenez Aguila for a Person to Person Transfer of a Series 6 - Bar License to serve all spirituous liquor at Aguila's Hideaway located at 1235 N 8th Street in Avondale. The fees in the amount of \$1,350.00 have been paid. As required by state law and city ordinance, the application was posted from July 14, 2014 to present. Notices were published in the West Valley View on July 25 and 29, 2014. No comments have been received. The Arizona Department of Liquor Licenses and Control has accepted the submitted application as complete. The Development Services, Finance, Fire and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of an application submitted by Javier Jimenez Aguilar for a Person Transfer of a Series 6 - Bar Liquor License to serve all spirituous liquors to be used at Aguila's Hideaway located a 1235 N 8th Street in Avondale.

ATTACHMENTS:**Description**

[Application](#)

[Departmental Review](#)

[Posting photos](#)

[Vicinity Map](#)

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

14 JUN 30 14 PM 1:03

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): 06070562

1. Type of License(s): Bar Series 6
2. Total fees attached: \$ 222.00 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. Aguila JAVIER Jimenez
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Honey do this and more LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Aguila's Hideaway
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 1235 N 8th St Avondale AZ 85323 Maricopa
(Do not use PO Box Number) City County Zip
5. Business Phone: Pending Daytime Phone: [REDACTED] Email: [REDACTED]
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: [REDACTED]
8. Price paid for license only bar, beer and wine, or liquor store: Type 6 \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY				
Fees:	<u>100.00</u>	<u>100.00</u>	<u>22.00</u>	<u>222.00</u>
	Application	Interim Permit	Site Inspection	Finger Prints
				\$ TOTAL OF ALL FEES
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
Accepted by:	<u>JR</u>	Date:	<u>06-30-14</u>	Lic. # <u>06070562</u>

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. 06070562
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, Linda M. Jack, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

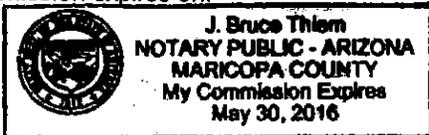
Linda M. Jack
(Signature)

State of AZ County of MARICOPA

The foregoing instrument was acknowledged before me this

19 day of JUNE, 2014
Day Month Year

My commission expires on:



J. Bruce Thiem
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

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

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

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

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.: Honey do this and more LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 04/09/12 State where Incorporated/Organized: Arizona

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

4. AZ L.L.C. File No: L-17514647 Date authorized to do business in AZ: 05/08/12

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
Aguila	Javier	Jimenez	Manager owner	[REDACTED]	[REDACTED]
			Member <i>h</i>		

(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
Aguila	Javier	Jimenez	100%	[REDACTED]	[REDACTED]

(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)

14 JUN 30 09:10 AM '12

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

14 JUN 30 11:47 AM 105

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: JACK LINDA M Entity: AGENT
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: BCW SERVICES LLC
(Exactly as it appears on license)
3. Current Business Name: LINDA M. JACK Wendy Jack's Hideaway
(Exactly as it appears on license) N 8th Street Ste A.
4. Physical Street Location of Business: Street 1235 N. DONATE RD
City, State, Zip AVONDALE AZ 85323
5. License Type: 06 License Number: 06070562
6. If more than one license to be transferred: 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, LINDA M. JACK, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

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

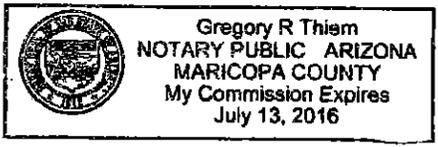
Linda M. Jack
(Signature of CURRENT LICENSEE)

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

13 April 2014
Day Month Year

[Signature]
(Signature of NOTARY PUBLIC)

My commission expires on: July 13, 2016



STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06070562

Issue Date: 6/12/2006

Bar

Expiration Date: 1/31/2015

Issued To:
LINDA M JACK, Agent
BCW SERVICES LLC, Owner

Location:
WENDY JACK'S HIDEAWAY
1235 N 8TH ST. A
AVONDALE, AZ 85323

Mailing Address:
LINDA M JACK
BCW SERVICES LLC
WENDY JACK'S HIDEAWAY
P O BOX 1742
AVONDALE, AZ 85323



POST THIS LICENSE IN A CONSPICUOUS PLACE

EXP 1/31/2015

Bill of Sale

IN CONSIDERATION OF THE SUM OF:

*** Seventy Thousand Seven Hundred Fifty Dollars And No Cents ***lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

Harry Frank Scott, a married man dealing with his sole and separate property

hereby grants, bargains, sells and transfers unto the BUYER:

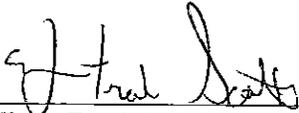
Honey Do This And More, L.L.C., an Arizona Limited Liability Company

and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License #06070562

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: June 24, 2014



Harry Frank Scott

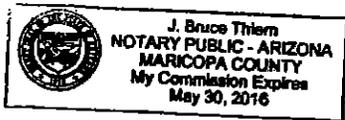
State of ARIZONA } ss:
County of Maricopa

On June 24, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harry Frank Scott, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

Escrow No.: 00143517



14 JUN 30 11:47 AM '14

Bill of Sale

IN CONSIDERATION OF THE SUM OF:

Ten Dollars And No Centslawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged. the SELLER:

BCW Services, LLC, an Arizona Limited Liability Company

hereby grants, bargains, sells and transfers unto the BUYER:

Harry Frank Scott, a married man as his sole and separate property

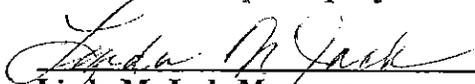
and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License #06070562

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: June 23, 2014

**BCW Services, LLC, an Arizona
Limited Liability Company**

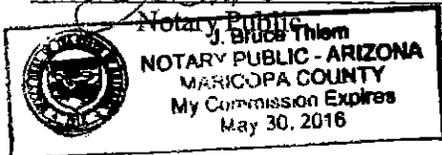


Linda M. Jack, Manager

State of **ARIZONA** } ss:
County of **Maricopa**

On June 23, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Linda M. Jack, Manager, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.





14 JUN 30 11:47 AM '14

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

14 JUL 22 11:47 Lic. #19:35

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

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

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

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

AMENDMENT

- 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: _____ ft. Name of school _____
Address _____
City, State, Zip _____
- 2. Distance to nearest church: 1860 ft. Name of church First Southern Baptist Church of Avondale
Address 1001 N. Central Avenue, 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)? _____

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 # 060705 b2 (exactly as it appears on license) Name Linda M JACK

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.

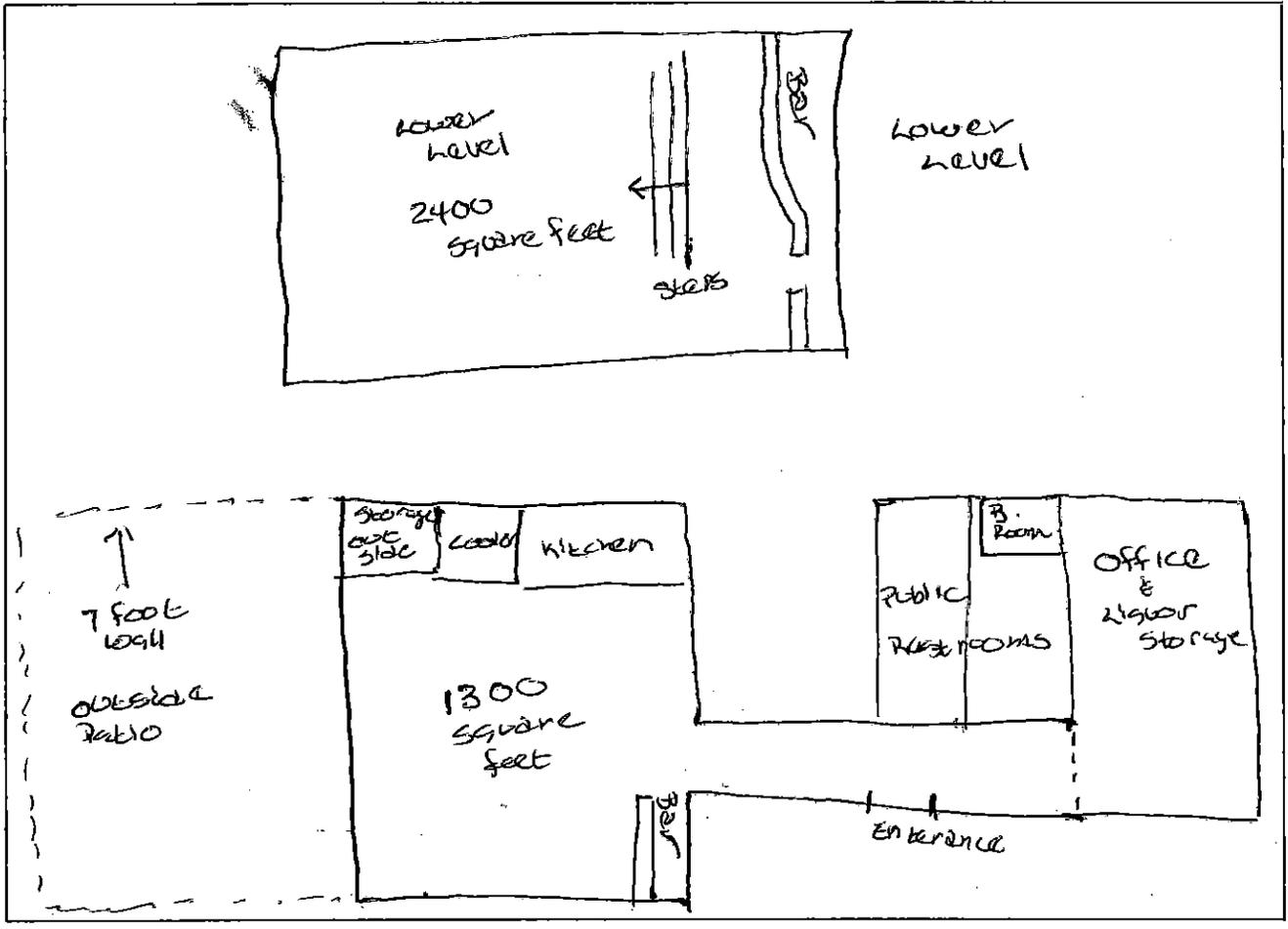
applicants initials

14 JUN 30 11:47 AM '06

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.



14 JUN 30 4:49 PM 1 06

SECTION 16 Signature Block

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

X [Signature]
(signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

30 of JUNE 2014
Day Month Year

[Signature]
Signature of NOTARY PUBLIC



My commission expires on

DO NOT FILL IN THIS SECTION
4. Only required for professional limited liability company.
The professional services that the company is organized to perform must be described. Professional services is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. Check only one box. If a professional service is selected, it should include the name, board and professional license number of the provider.

6. Check A or B to indicate which management structure will be applicable to your company. Provide names, titles and addresses for each person.

6A. If reserved to the members, check the Member box and provide the name and address of all members. NOTE: A statement in the members' form period list any manager.

6B. If vested in one or more managers, check the Manager box and provide the name and address of each manager and of each member who owns a twenty percent (20%) or greater interest in the limited liability company of the LLC/PLLC.

7. Signature. The person signing this document must not be a manager or member of the company.

4. Professional LLCs only – Professional Services - the Professional Limited Liability Company will provide the following professional services:

5. Life Period of the Limited Liability Company: check one:

The LLC will dissolve on ___/___/___ (Please enter month, day and four digit year)
 The Limited Liability Company life period is Perpetual.

6. Management Structure: (check one box only) (A.R.S. §20-632.5)

A. RESERVED TO THE MEMBERS
IF RESERVED TO THE MEMBERS, DON'T CHECK ANY MANAGER BOXES.

B. VESTED IN ONE OR MORE MANAGERS
IF VESTED IN THE MANAGERS, AT LEAST ONE NAME BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name: <u>Javier Aguirre</u>	Name: _____
<input type="checkbox"/> Member <input checked="" type="checkbox"/> Manager (only if "B" is selected above)	<input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Name: _____	Name: _____
<input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)	<input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____

IF YOU NEED MORE SPACE FOR LISTING MEMBERS/MANAGERS PLEASE ATTACH AN ADDITIONAL PAGE TO THE ARTICLE OF ORGANIZATION.

7. SIGNATURE

Signed on this date: 01/03/2012 (mm/dd/yyyy)

Signature: [Signature] Print Name: Javier Aguirre

If signing on behalf of a company, please print the company name here.

Phone Number: _____ Fax Number: _____

14 JUN 30 11:47 Dept RM 1-36

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

804-053
P1071884 JB

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 for 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 #

06070562

(If the location is currently licensed)

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

2. Name: Aguila Javier Jimenez Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

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

4. Place of Birth: Nogales Arizona USA Height: 61 Weight: 190 Eyes: BR Hair: Brown
City State Country (not county)

5. Marital Status: Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: Garlant Gina Date of Birth: [REDACTED]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

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

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

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: Aguilas Hideaway Premises Phone: pending
Wendy Jock's Hideaway Pa.

11. Physical Location of Licensed Premises Address: 1235 N 8th St. Phoenix AZ 85323 MARICOPA
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)
01/01/08	CURRENT	manager <u>Relax</u>	<u>ROSS</u> <u>Dress for less - 2020 N 75th AVE Phoenix AZ 85037</u>

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
06/97	CURRENT	own	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

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

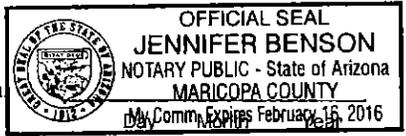
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Javier Aguilera, 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.

Javier Aguilera
(Signature of Applicant)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this
30 day of JUNE 2014
Month Year
Jennifer Benson
(Signature of NOTARY PUBLIC)



My commission expires on: _____

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

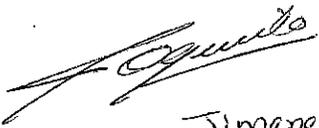
My commission expires on: _____
Day Month Year

14 JUN 30 11:41 AM '14

15-

Arrested on 5/2009 in the City of Glendale, Arizona for driving under the influence of alcohol. Pled guilty & Paid the penalty

Arrested on Jan/2004 (date may be incorrect) for domestic violence - Pled innocent - City of Phoenix. Case dismissed



Javier Jimenez Aguilera

14 JUN 30 11:47 AM '06

14 JUL 10 Liqu. Lic. #1238

Certificate # ON-LINE

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

<input type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Javier Aguila

Full Name (please print)


Signature

07/09/2014

Training Completion Date

07/09/2017

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF -- All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).


Instructor Signature

09 / 07 / 2014
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

14 JUL 10 11:45 AM 1282

Certificate # ONLINE

**Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training**

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.
A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Javier Aguila

Full Name (Please print)


Signature

07/09/2014

07/09/2017

Training Completion Date

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF - All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

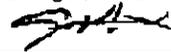
Mailing Address

(480) 664-0389

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. 54-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).



Instructor Signature

09 / 07 / 2014
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensee, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
| In-state Microbrewery (series 3) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | Beer & Wine Store (series 10) |

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

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July 11, 2013



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 06: BAR LICENSE-PERSON TRANSFER

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: JAVIER JIMENEZ AGUILA

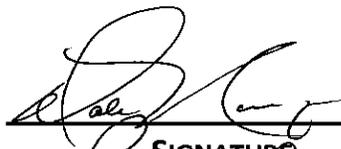
BUSINESS NAME: AGUILA'S HIDAWAY

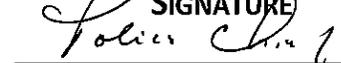
BUSINESS ADDRESS: 1235 N. 8TH. STREET

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

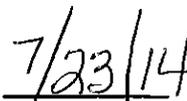
DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE


TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 14, 2013



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 06: BAR LICENSE –PERSON TRANSFER

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: JAVIER JIMENEZ AGUILA

BUSINESS NAME: AGUILA'S HIDAWAY

BUSINESS ADDRESS: 1235 N. 8TH. STREET

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Jene Y. Gomez
SIGNATURE
Fire Inspector
TITLE

7/22/14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 14, 2013



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 06: BAR LICENSE-(PERSON TRANSFER)

ROUTING:

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

APPLICANT'S NAME: JAVIER JIMENEZ AGUILA

BUSINESS NAME: AGUILA'S HIDAWAY

BUSINESS ADDRESS: 1235 N. 8TH. STREET

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



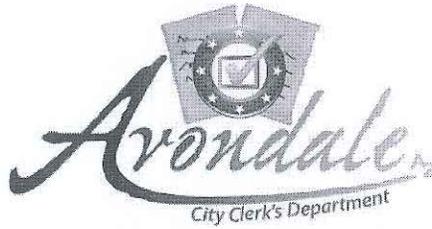
SIGNATURE
Chief Building Official

TITLE

7/8/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 14, 2013



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 06: BAR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: JAVIER JIMENEZ AGUILA

BUSINESS NAME: AGUILA'S HIDAWAY

BUSINESS ADDRESS: 1235 N. 8TH. STREET

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



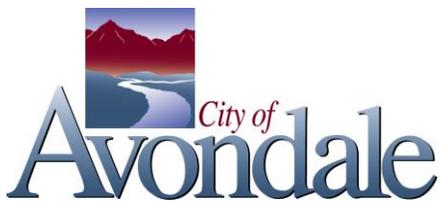
SIGNATURE
Zoning Specialist

TITLE

7/9/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 14, 2013



DEVELOPMENT SERVICES

MEMORANDUM

DATE: July 9, 2014

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Transfer of a Series 6 Bar Liquor License
Aguila's Hidaway – 1235 N Dysart Rd

The site is generally located south of the southeast corner of Dysart Road and Van Buren Street. The building is existing.

State Statute requires a minimum separation of 300 feet from school or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. This requirement does not apply to a transfer of a Series 6 liquor license.

The General Plan designates the property as Local Commercial and the current zoning is Community Commercial (C-2). The current use of a bar is legal nonconforming.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map



Dysart Rd

2014 Aerial Photograph



Aguila's Hidaway



City of Goodyear

C-2

Van Buren St

C-2

C-2

R-4

MH

A-1

R1-6

Dysart Rd

C-2

MH

R-3

C-2

Zoning Vicinity Map



Aguila's Hidaway





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 06: BAR LICENSE-(PERSON TRANSFER)

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: JAVIER JIMENEZ AGUILA

BUSINESS NAME: AGUILA'S HIDAWAY

① **BUSINESS ADDRESS: 1235 N. 8TH. STREET**

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

[Handwritten Signature]

SIGNATURE

7/9/14

DATE

Tax Audit Supervisor

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 4, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 14, 2013

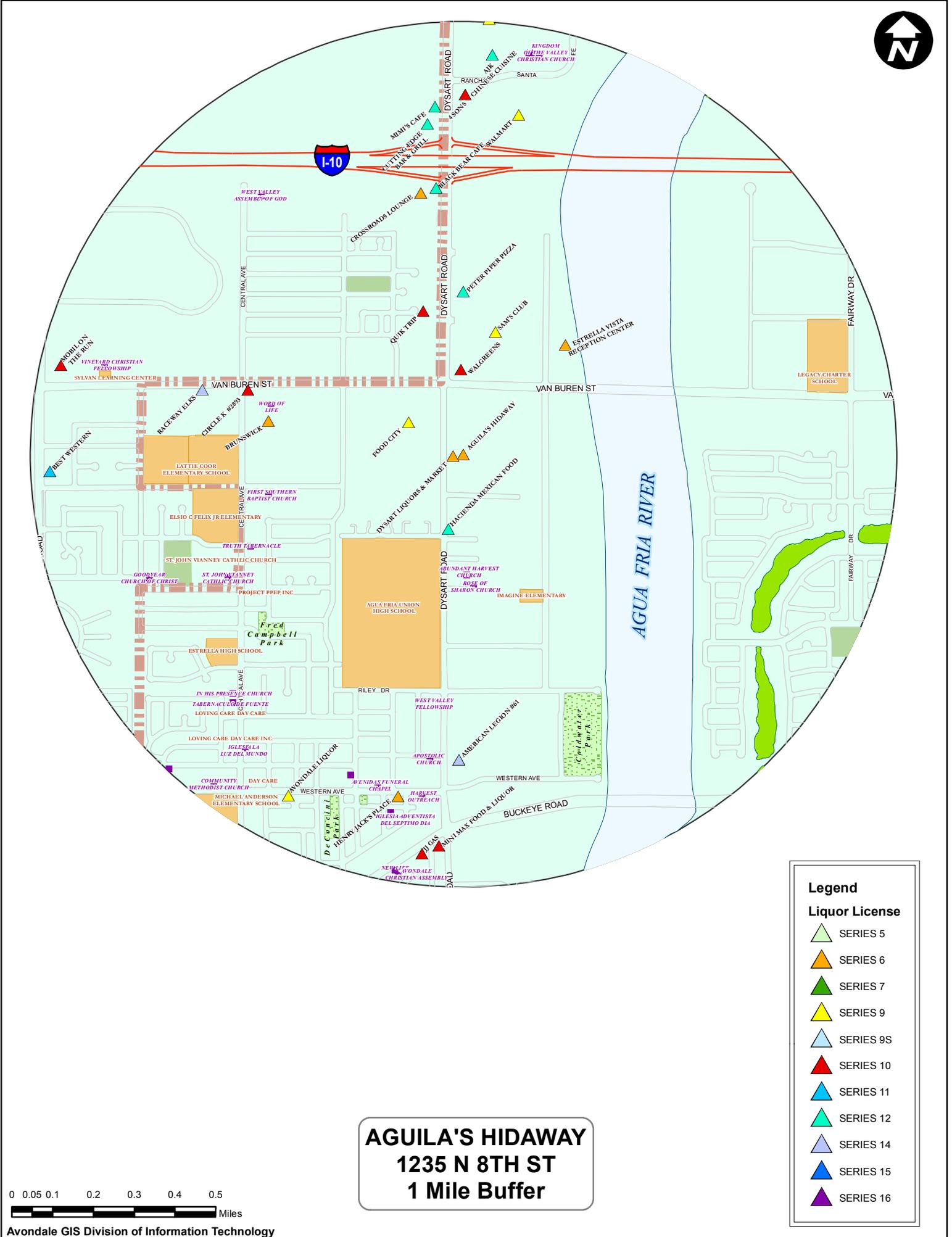
① *Tax License show Business Address of
H. Dysant — T/P Needs to Change Address on Tax
Licenses.*

HIDAWAY

We Ain't Hidin' No More!



2014.07.14 11:13



AGUILA'S HIDAWAY
1235 N 8TH ST
1 Mile Buffer

- Legend**
- Liquor License**
-  SERIES 5
 -  SERIES 6
 -  SERIES 7
 -  SERIES 9
 -  SERIES 9S
 -  SERIES 10
 -  SERIES 11
 -  SERIES 12
 -  SERIES 14
 -  SERIES 15
 -  SERIES 16

0 0.05 0.1 0.2 0.3 0.4 0.5
Miles



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing and Ordinance 1555-814
Avondale Business Center PAD Amendment
(PL-14-0036)

MEETING DATE:

8/4/2014

TO:

Mayor and Council

FROM:

Tracy Stevens, Development & Engineering Services Director (623) 333-4012

THROUGH:

David Fitzhugh, City Manager (623) 333-1014

REQUEST:

1) Enlarge the boundaries of the PAD from 9.6 acres to 16.1 acres by rezoning 6.5 acres of land currently zoned A-1 (General Industrial), 2) Revise the PAD's list of permitted uses by adding a series of retail, service, hospitality, and office land uses, and 3) Create development standards for future development.

PARCEL SIZE:

Approximately 16.1 gross acres

LOCATION:

Southeast corner of McDowell Road and 113th Avenue (Exhibits A and B)

APPLICANT:

Mr. Stephen C. Earl, Earl, Curley, and Lagarde P.C. (602) 265-0094

OWNER:

Mr. Tom Tait Jr., TR West LTD Partnership/T3T Holdings LLC (602) 279-3999

BACKGROUND:

The property was annexed into the City of Avondale on February 27, 1985 and was rezoned from R-1 (One Family Residence) to A-1 (General Industrial) on May 20, 1985. In conformance with the A-1 Zoning in place at the time, a site plan for four multi-tenant flex commercial/industrial buildings totaling approximately 94,500 square feet in floor area was approved on November 21, 2003 and amended on December 19, 2005. The buildings were issued Certificates of Occupancy in March of 2006.

In the Spring of 2008, the lack of tenant interest in this development, particularly from prospective industrial tenants, led the property owner to request Planned Area Development (PAD) zoning to widen the list of permitted uses to incorporate a limited set of commercial uses, while at the same time eliminating some of the more intense industrial uses allowed by the A-1 District. On October 20, 2008, rezoning of the eastern 9.6 acres of the property from A-1 (General Industrial) to PAD (Planned Area Development) was approved by the City Council (Exhibits D and E). Because the development was designed to be industrial in nature, with less parking than would be provided with development intended for commercial use, controls were stipulated to ensure the site would function appropriately given new, higher traffic/parking generating commercial users. With the PAD

in place for over 5 years, the occupancy rate of the development has increased; however, significant unoccupied spaces still remain, particularly in the southernmost two buildings closest to the I-10 freeway.

The subject parcel is designated by the General Plan Land Use Map as Freeway Commercial. The Freeway Commercial designation is intended to accommodate a broad range of non-residential uses, including, but not limited to, retail, medical/office, higher education, hospitality, entertainment, and service uses. Additionally, the property is located within the Freeway Corridor Specific Plan (FCSP) area. Because the subject property is not adjacent to the City's proposed transit corridor, no minimum floor area ratio (FAR) is assigned to the site. Required adherence to other FCSP standards, such as walkability requirements and architectural expectations, for example, will be required for new development or redevelopment occurring on the site (existing buildings are exempt).

The subject property is bordered by Interstate 10 to the south and by 113th Avenue to the west. The existing uses of the surrounding properties are as follows:

- **EAST:** An approximately 11 acre parcel zoned C-2 (Community Commercial), currently developed as Stotz Equipment, a John Deere equipment dealership.
- **SOUTH:** Interstate 10
- **WEST:** A combination of C-2 (Community Commercial) and A-1 (General Industrial) zoning. No development plans have been submitted to the City for review on those parcels.
- **NORTH:** Crystal Point PAD, a 291 unit single-family subdivision, fully developed.

SUMMARY OF REQUEST:

1. The applicant is requesting (Exhibit F) to amend the boundaries of the existing 9.6 gross acre Avondale Business Center PAD by incorporating an additional 6 acres immediately west of 113th Avenue. If approved, the PAD would cover approximately 16.1 gross acres.

If approved, a portion of the newly added area will be initially developed as additional parking to allow the center to complete its transition to a commercial development from its original industrial focus.

Additionally, Christ Church of the Valley (CCV) intends to occupy the two southernmost buildings on the already developed portion of the site. A portion of the newly added area will be developed as open space/recreational fields that will serve to support CCV. Places of worship are already permitted by the PAD.

2. In addition to expanding the boundaries of the PAD, the applicant is proposing an amendment to add additional commercial uses to the PAD's permitted use list to further enhance marketability of the development. The C-3 (Freeway Commercial) Zoning District, the district intended to guide development on parcels designated by the General Plan as "Freeway Commercial", has been used as the basis for the proposed amendment. Revised uses, as proposed, are:

- **General Retail Sales:** This use is currently allowed by the PAD in conjunction with another permitted use. Approval of this amendment would allow for retail sales without a secondary component (e.g. manufacturing).
- **Antique Stores, Art Galleries, Breweries (ancillary to restaurant), Consignment Shops, Sidewalk cafes:** These specialized retail/restaurant uses are not currently permitted but are proposed in this amendment request.
- **Art Studios, Equipment Sales/Rental, Nail Salons, Massage Therapy, Day Spas, Tanning Salons, Video Rental:** These specialized service uses are not currently permitted but are proposed in this amendment request.
- **Commercial, Technical, Trade, or Business School:** Due to current parking shortages on

the site, this use is currently allowed by the PAD only if primarily operated outside of normal working hours. Approval of this amendment would allow for this use to occur during business hours.

- **Hotel/Motel and Reception Centers:** Hospitality uses are not currently permitted but are proposed in this amendment request.

3. Since the PAD was approved after development of the site occurred, it only addressed permitted uses and did not address development standards. The proposal adds development standards that will govern development of the new portions of the PAD, as well as the existing portions should they ever be demolished and redeveloped. The proposed front and street side setbacks are 30', matching the required setbacks for the C-3 District. The proposed 10' side and rear setbacks are reduced from the 20' required in the C-3 District.

4. The current PAD includes a requirement that future freestanding signage comply with the City's Sign Ordinance. The proposed amendment includes a design for a multi-tenant monument sign that will allow tenants in the rear of the center to have some visibility from McDowell Road. The proposed design adheres to size limitations of the C-3 Zoning District.

PARTICIPATION:

The applicant conducted a neighborhood meeting to discuss the proposed PAD Amendment on Monday, June 23rd at 6:00 P.M. at Avondale City Hall. The meeting was advertised in the June 3, 2014 edition of the West Valley View. A notification sign was erected on the subject property on June 4, 2014. Additionally, 38 property owners within 500 feet of the subject property were notified of the meeting by letters sent by the applicant on June 4, 2014. No members of the public attended the neighborhood meeting.

The Planning Commission heard this request at their meeting on July 17, 2014. Letters notifying nearby property owners of the Planning Commission meeting were mailed on July 1, 2014. Additionally, the sign was updated to include the time and date of the meeting and a notice of the Planning Commission hearing was published in the West Valley View on July 1, 2014. No interested parties spoke on the item at the Planning Commission meeting.

A notice of this August 4, 2014, City Council public hearing was published in the West Valley View on July 15, 2014. On July 14, 2014, letters were mailed to the 38 property owners whose parcels were located within 500 feet of the subject property. Lastly, the notice sign was updated with the date and time of the City Council meeting on July 10, 2014. No additional comments on this proposal have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on July 17, 2014 (exhibit G), and voted 3-1 (Commissioners Smith and Carrillo excused; Commissioner Scibienski absent) to recommend approval of this request subject to the following stipulations:

1. Use and development of the site shall conform to the amended Avondale Business Center PAD Development Plan Narrative date stamped June 24, 2014, except as modified by these stipulations.
2. Outdoor storage shall be prohibited.
3. Unless otherwise specified within the PAD, new development occurring within the PADs shall be required to adhere to the requirements of the Avondale Zoning Ordinance, Freeway Corridor Specific Plan, and Design Manual for Commercial, Industrial, and Multi-Family Development. The existing four buildings and surrounding site improvements on the 9.6 acre original development site shall be considered exempt and will not require modifications until if/when the site is redeveloped.

Vice Chairman Demlong opposed the request, opining that the proposed decrease in property zoned A-1 (General Industrial) would reduce employment opportunities in the City. Staff reiterated that the property was designated by the General Plan as “Freeway Commercial”, and both the General Plan and Freeway Corridor Specific Plan speak to reducing heavy industrial uses (e.g. A-1 type uses) in the Freeway Corridor, instead locating those uses in less visible locations.

ANALYSIS:

Conformance with the General Plan and Freeway Corridor Specific Plan

- The property is designated as Freeway Commercial by the General Plan 2030. The Freeway Commercial designation is intended to accommodate a broad range of non-residential uses, including, but not limited to, retail, medical/office, higher education, hospitality, entertainment, and service uses. The property’s current zoning of A-1 (General Industrial) is not consistent with the adopted General Plan; the proposed amendment to incorporate additional commercial uses and the parking required to support those uses will help to continue the center’s transition from an industrial development to a commercial development in accordance with the intent of the Freeway Commercial designation.
- The property is located within the boundaries of the Freeway Corridor Specific Plan (FCSP). The FCSP includes an objective aimed at limiting heavy industrial uses adjacent to I-10. Although light industrial uses that were approved with the original PAD will still be allowed if this proposal is approved, no new industrial uses of any kind are proposed. Furthermore, outdoor storage of any kind is prohibited by recommended stipulation. The proposed uses are in line with the vision of the Freeway Corridor Specific Plan.
- The FCSP identifies a maximum height of ten stories on the subject property. The PAD proposed a maximum building height of 10 stories, in accordance with the FCSP.
- The FCSP does not identify a minimum floor-area-ratio for the subject property, as it is not adjacent to the City’s planned high-capacity transit corridor. As such, the PAD does not require any minimum intensity for future development on the subject site.
- The FCSP places a premium on ensuring walkability within the Freeway Corridor. Development on the new portions of the PAD, as well as any future redevelopment of the remainder of the site, will be required to be pedestrian/bicyclist friendly and help contribute to a walkable community. For example, provision of a shaded connection between the proposed parking/recreational field area and buildings on the existing site will be a significant focus as the project moves forward.

Conformance with the Avondale Zoning Ordinance

- The uses that are proposed to be added/modified as part of this application are consistent with the uses allowed in the C-3 (Freeway Commercial) Zoning District, the model zoning for properties designated by the General Plan as Freeway Commercial.
- With the incorporation of additional land west of 113th Avenue and construction of a new parking area on that land, the development will be able to meet minimum parking requirements for the commercial uses proposed.
- The front and street side setbacks are proposed to be 30’, matching the setbacks required for the C-3 District. These front and street side setbacks, complete with full landscaping treatment, are of the highest importance, as those are the portions of the site most visible to the general public.
- The side and rear setbacks are proposed to be 10’, less than the 20’ required in the C-3 District. A 10’ setback is still sufficient width to allow for healthy tree planting to buffer and aesthetically enhance the development from the perspective of adjacent developments.
- New development on the site, as well as the eventual redevelopment of existing portions of the site, will be required to adhere to Zoning Ordinance requirements for Landscaping, Signage, etc. No modifications to those requirements are proposed by this amendment.

- Any new development on the site will be required to adhere to the design requirements of the Freeway Corridor Specific Plan and Design Manual for Commercial, Industrial, and Multi-Family Development.
- The existing four buildings and surrounding site improvements on the 9.6 acre original development are exempt and will not require modifications until if/when the site is redeveloped.

Streets, Utilities, and Other Infrastructure

- Vehicular access to the site will continue to be provided at its current location from 113th Avenue. A traffic management plan to ensure McDowell Road remains fully functional while allowing for efficient access to and from the site during Saturday evening and Sunday church services will be reviewed and approved by the City Engineer or designee.
- Adequate water and waste water infrastructure exists to serve the expanded portion of the PAD.

Stipulations

- Staff has recommended stipulations as necessary to ensure the future review of the site will comply with standard procedural requirements and the resultant development will meet or exceed the expectations of the City.

Conclusion:

Based upon staff's review and analysis of the proposed rezoning, staff recommends approval of this request subject to conditions.

FINDINGS:

1. The proposed PAD amendment is in conformance with the property's General Plan Land Use designation of "Freeway Commercial".
2. The proposed PAD amendment is in conformance with the Freeway Corridor Specific Plan.
3. The development standards and uses proposed by the PAD amendment request are largely consistent with the Avondale Zoning Ordinance's C-3 (Freeway Commercial) Zoning District, appropriate for use on a property designated by the General Plan as "Freeway Commercial".
4. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

RECOMMENDATION:

The City Council should conduct a public hearing and adopt the Ordinance approving Application PL-14-0036, a request to approve the amended 16.1 acre Avondale Business Center Planned Area Development (PAD), subject to three conditions of approval, as recommended by the Planning Commission:

1. Use and development of the site shall conform to the amended Avondale Business Center PAD Development Plan Narrative date stamped June 24, 2014, except as modified by these stipulations.
2. Outdoor storage shall be prohibited.
3. Unless otherwise specified within the PAD, new development occurring within the PADs shall be required to adhere to the requirements of the Avondale Zoning Ordinance, Freeway Corridor Specific Plan, and Design Manual for Commercial, Industrial, and Multi-Family Development. The existing four buildings and surrounding site improvements on the 9.6 acre original development site shall be considered exempt and will not require modifications until if/when the site is redeveloped.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the Ordinance approving Application PL-14-0036, a request to approve the amended 16.1 acre Avondale Business Center Planned Area Development (PAD), subject to three conditions of approval, as recommended by the Planning Commission.

ATTACHMENTS:

Description

[Exhibit A - Zoning Vicinity Map](#)

[Exhibit B - Aerial Photograph](#)

[Exhibit C - Summary of Related Facts](#)

[Exhibit D - Existing Avondale Business Center PAD](#)

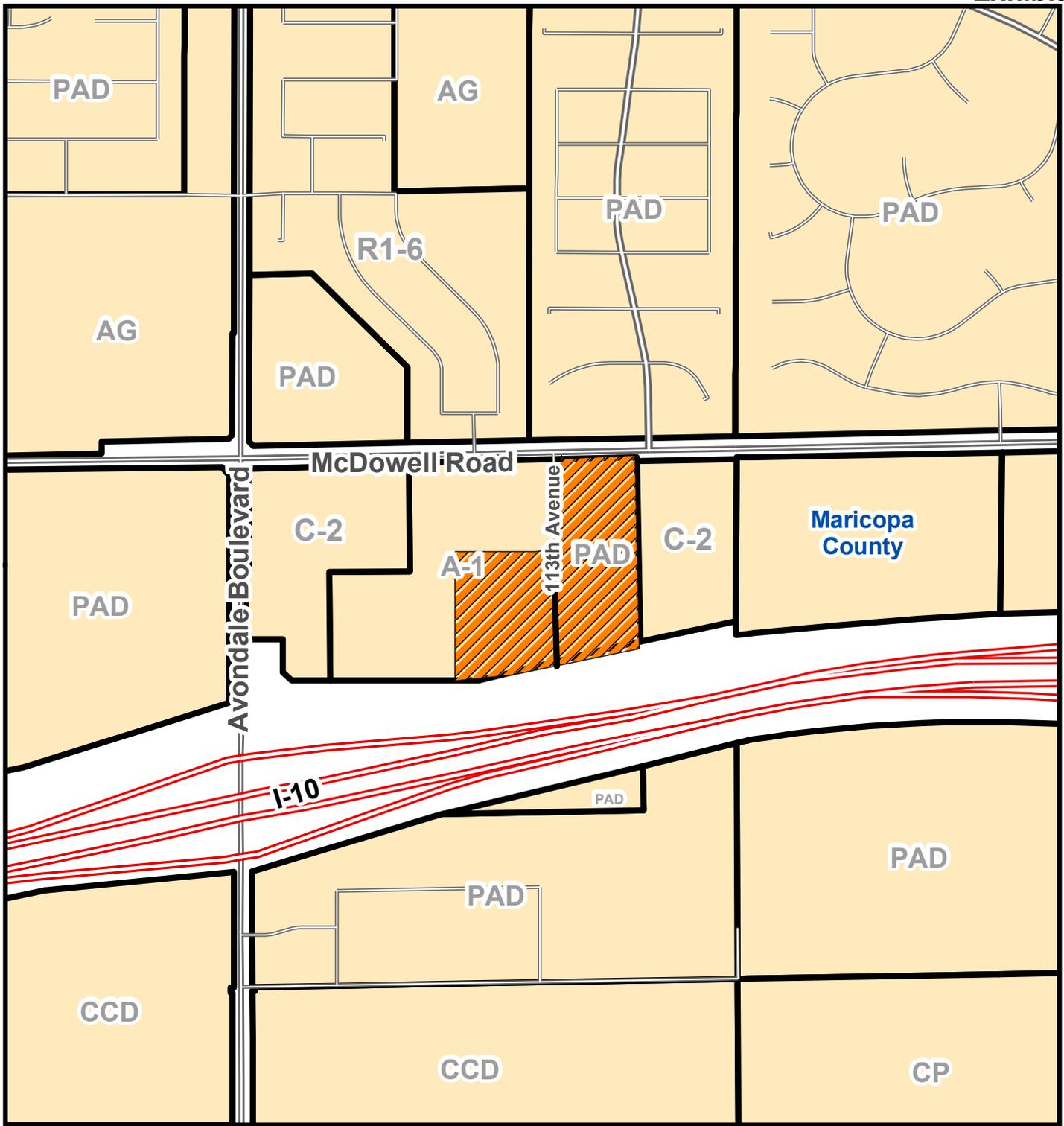
[Exhibit E - Ordinance 1331-1008, approving the Avondale Business Center PAD on October 20, 2008](#)

[Exhibit F - Proposed Major Amendment to the Avondale Business Center PAD](#)

[Ordinance 1555-814](#)

PROJECT MANAGER

Ken Galica, Senior Planner (623) 333-4019



Zoning Vicinity Map



Subject Property





Aerial Photograph

Subject Property



EXHIBIT C

*SUMMARY OF RELATED FACTS
APPLICATION PL-14-0036*

<i>THE PROPERTY</i>	
PARCEL SIZE	16.1 Gross Acres
LOCATION	Southeast Corner of McDowell Road and 113 th Avenue
PHYSICAL CHARACTERISTICS	Flat, L-Shaped parcel
EXISTING LAND USE	The site is developed with four flex-office buildings totaling approximately 94,500 square feet in floor area. The project was completed in 2006. The significant percentage of tenant space, particularly in the two southernmost buildings, remains vacant.
EXISTING ZONING	PAD (Planned Area Development)
ZONING HISTORY	The property was annexed on February 27, 1985. It was rezoned from R-1 (One Family Residence) to A-1 (General Industrial) by Ordinance on May 20, 1985. The eastern 9.6 acres of the site were rezoned to PAD on October 20, 2008. The current PAD allows for a range of commerce park and limited commercial uses.
DEVELOPMENT AGREEMENT	There is currently no development agreement for the property.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Across McDowell Road: Crystal Point PAD (Planned Area Development), a 281 home single-family subdivision
EAST	C-2 (Community Commercial), developed with Stotz Equipment, a John Deere equipment dealership
SOUTH	Interstate 10
WEST	A-1 (General Industrial) - Undeveloped

<i>GENERAL PLAN</i>	
Designated by General Plan land use map as Freeway Commercial; the subject parcel also falls within the boundaries of the Freeway Corridor Specific Plan but does not contain a minimum floor-area-ratio (FAR).	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District, Tolleson Union High School District

ELEMENTARY SCHOOL	Littleton Elementary School
HIGH SCHOOL	Tolleson Union High School

ADJACENT STREETS	
McDowell Road	
Classification	Arterial
Existing half street ROW	65 Feet
Standard half street ROW	65 Feet
Existing half street improvements	3 traffic lanes, ½ turn lane, curb and gutter, detached sidewalk, street lights and landscaping.
Standard half street improvements	3 traffic lanes, median, bike lane, curb and gutter, detached sidewalk, street lights and landscaping.
113th Avenue	
Classification	Local Street
Existing half street ROW	25 Feet
Standard half street ROW	25 Feet
Existing half street improvements	One traffic lanes, ½ turn lane, curb and gutter, sidewalk, landscaping, streetlights
Standard half street improvements	One traffic lanes, ½ turn lane, curb and gutter, sidewalk, landscaping, streetlights

<i>Utilities</i>
The buildings are already connected to existing water and sewer lines in McDowell Road and 113 th Avenue.

Exhibit D – Existing Avondale Business Center PAD

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/34993>

ORDINANCE NO. 1331-1008

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 8.6 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF 113TH AVENUE AND MCDOWELL ROAD, AS SHOWN IN FILENAME Z-07-8, REZONING SUCH PROPERTY FROM GENERAL INDUSTRIAL (A-1) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”) pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on September 18, 2008, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on October 20, 2008.

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

SECTION 1. That ± 8.6 acres of real property generally located at the southeast corner of 113th Avenue and McDowell Road, as shown in filename Z-07-8 (the “Property”), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from General Industrial (A-1) to Planned Area Development (PAD), subject to the following conditions:

1. The use of the existing buildings shall conform to the Avondale Business Center PAD Development Plan Narrative date stamped July 3, 2008, except as modified by these stipulations.
2. The property owner or property manager shall maintain separate master parking plans for each of the four existing buildings rather than one master parking plan for the entire development. The intent of this stipulation is to ensure adequate parking be provided within a reasonable proximity of each user.
3. The applicant shall provide signage alerting site users to the presence of parking in the rear of the buildings. The applicant shall work with staff to amend the existing sign program for this development to show the location, material, and design of these signs.
4. Approval of this PAD is tied to the development on the subject property as shown in the approved site plan (DR-05-38), approved on December 8, 2005. Any new development or redevelopment on this site shall require City Council approval of a new PAD General Development Plan or other rezoning application.
5. Outdoor storage shall be prohibited.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 20, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

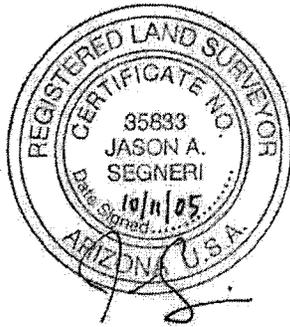
APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1331-1008

[Legal Description and Map of the Property]

See following pages.



DATE: OCTOBER 11, 2005
JOB# 02101

**LEGAL DESCRIPTION
113TH AVENUE BUSINESS PARK
EAST PARCEL**

A PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, FROM WHICH THE NORTH QUARTER CORNER BEARS NORTH 88 DEGREES 38 MINUTES 59 SECONDS EAST, A DISTANCE OF 2459.00 FEET;

THENCE NORTH 88 DEGREES 38 MINUTES 59 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1506.18 FEET;

THENCE SOUTH 01 DEGREES 21 MINUTES 01 SECONDS EAST, A DISTANCE OF 67.00 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY OF MCDOWELL ROAD AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 87 DEGREES 25 MINUTES 04 SECONDS EAST, ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY OF MCDOWELL ROAD, A DISTANCE OF 93.02 FEET;

THENCE NORTH 88 DEGREES 38 MINUTES 59 SECONDS EAST, CONTINUING ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY OF MCDOWELL ROAD, A DISTANCE OF 340.65 FEET;

THENCE SOUTH 01 DEGREES 33 MINUTES 40 SECONDS EAST, LEAVING SAID PROPOSED SOUTHERLY RIGHT OF WAY, A DISTANCE OF 969.20 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE EHRENBERG-PHOENIX HIGHWAY;

THENCE SOUTH 77 DEGREES 55 MINUTES 39 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY OF THE EHRENBERG-PHOENIX HIGHWAY, A DISTANCE OF 425.71 FEET;

THENCE NORTH 12 DEGREES 04 MINUTES 21 SECONDS WEST, LEAVING SAID NORTHERLY RIGHT OF WAY OF THE EHRENBERG-PHOENIX HIGHWAY, A DISTANCE OF 125.56 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 112.50 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39 DEGREES 17 MINUTES 41 SECONDS, A DISTANCE OF 77.16 FEET;

THENCE NORTH 27 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 34.51 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 84.50 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28 DEGREES 36 MINUTES 27 SECONDS, A DISTANCE OF 42.19 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT OF WAY OF 113TH AVENUE, SAID POINT ALSO BEING A POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT, OF

WHICH THE RADIUS POINT BEARS NORTH 14 DEGREES 59 MINUTES 34 SECONDS EAST, A RADIAL DISTANCE OF 60.00 FEET;

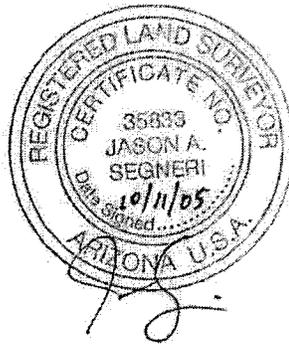
THENCE NORTHERLY ALONG SAID PROPOSED WESTERLY RIGHT OF WAY OF 113TH AVENUE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 130 DEGREES 50 MINUTES 21 SECONDS, A DISTANCE OF 137.02 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS NORTH 32 DEGREES 52 MINUTES 38 SECONDS WEST, A RADIAL DISTANCE OF 14.72 FEET;

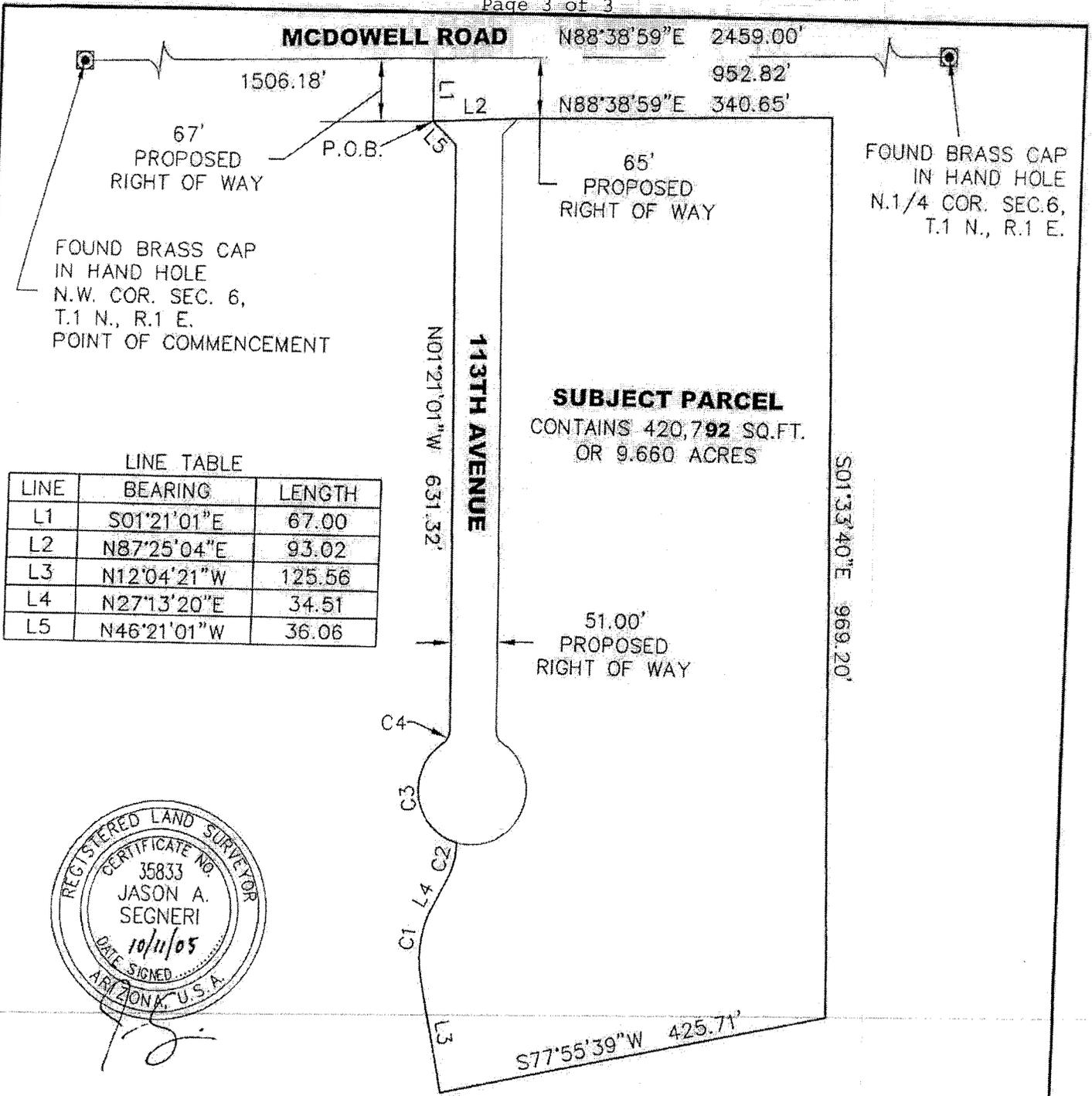
THENCE NORTHEASTERLY CONTINUING ALONG THE PROPOSED WESTERLY RIGHT OF WAY OF 113TH AVENUE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59 DEGREES 04 MINUTES 28 SECONDS, A DISTANCE OF 15.17 FEET;

THENCE NORTH 01 DEGREES 21 MINUTES 01 SECONDS WEST, CONTINUING ALONG THE PROPOSED WESTERLY RIGHT OF WAY OF 113TH AVENUE, A DISTANCE OF 631.32 FEET;

THENCE NORTH 46 DEGREES 21 MINUTES 01 SECONDS WEST, A DISTANCE OF 36.06 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY OF MCDOWELL ROAD AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

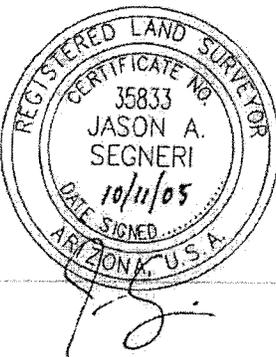
SAID PARCEL CONTAINS 420,792 SQUARE FEET OR 9.660 ACRES.





LINE TABLE

LINE	BEARING	LENGTH
L1	S01°21'01"E	67.00
L2	N87°25'04"E	93.02
L3	N12°04'21"W	125.56
L4	N27°13'20"E	34.51
L5	N46°21'01"W	36.06



CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD
C1	39°17'41"	112.50	77.16	N07°34'30"E 75.65
C2	28°36'27"	84.50	42.19	N12°55'07"E 41.75
C3	130°50'21"	60.00	137.02	N09°35'15"W 109.13
C4	59°04'28"	14.72	15.17	N27°35'08"E 14.51

SIG
SURVEY INNOVATION
GROUP, INC

**113TH AVE. BUSINESS PARK
EAST PARCEL EXHIBIT
AVONDALE, ARIZONA**

Ph (480) 922 0780 Land Surveying Services Fx (480) 922 0781
8340 E. RAIN TREE DR., STE C-1A, SCOTTSDALE, AZ 85260

JOB # 02101	DWG: EAST-PARCEL-EXHIBIT	DATE: 10/10/05
SCALE: N.T.S.	DRAWN: RMH	CHK: JAS
		SHEET 1 OF 1

TAIT DEVELOPMENT, INC.



AVONDALE BUSINESS CENTER

*A Planned Area Development-Amendment
General Development Plan and Program
AMENDMENT #1*

Southeast corner of 113th Avenue and McDowell Road
Application No.: PL-14-0036

Prepared for :
TAIT Development, Inc.
3131 E. Camelback Road
Suite 310
Phoenix, AZ 85016

Prepared by:
Earl, Curley & Lagarde P.C.
3101 N. Central Avenue
Suite 1000
Phoenix, AZ 85012

Prepared : February 20, 2014
Revised: April 14, 2014
Revised: June 20, 2014

Development Team

Owner/Developer:

T3T Holdings, L.L.C.

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TABLE OF CONTENTS

	<u>Page</u>
A. Executive Summary	1
B. Request.....	2
C. Land Use Development Plan.....	3
D. Conformance with Plans	4
E. Land Uses	5
F. Development Standards	8
G. Architectural Design Criteria.....	9
H. Site Design Criteria	9
I. Landscaping	9
J. Signs.....	10
K. Infrastructure	10
L. Ownership and Maintenance	10
M. Master Site Plan and Site Plan Review	11

LIST OF EXHIBITS

	<u>Exhibit</u>
Aerial.....	A
Existing Zoning Map.....	B
Conceptual Development Plan.....	C
Development Photos	D
General Plan Land Use Map.....	E

Avondale Business Center

A. Executive Summary

The Avondale Business Center (“Center”) site is located at the southeast corner of 113th Avenue and McDowell Road and on the north side of Interstate-10 (see Aerial, Exhibit A). The existing gross site area is approximately 9.6 acres of which approximately one acre is adjacent half street right-of-way. The existing net area of the site is 8.6 acres. The existing site consists of four buildings, approximately 94,000 square feet in total area, designed and utilized for single or multi-tenant users with a mix of retail, office and industrial uses.

The Center is currently zoned PAD (“Planned Area Development”). This project was originally built under A-1 zoning, but after several years of extremely low tenant occupancy rates, the project was rezoned to PAD to expand the allowable uses to include not only employment/industrial, office/medical uses, but also a variety of retail and service uses, as well as entertainment/recreation and assembly uses. This PAD zoning for the property was approved by the City Council on October 20, 2008.

This proposed PAD Amendment is a simple request to expand the boundary of the Center's PAD to the west by 6-acres to add supplementary/accessory parking and open space/recreation/sport fields to enhance the attractiveness of this parcel for new development as well as to expand the scope of permitted uses to be more in line with the City’s recently approved Freeway Corridor Specific Plan. A list of the PAD allowed uses is provided in **Section E** of the document. A high-class, quality project has already been established through the buildings and landscaping developed on the site.

One of the permitted uses in the existing PAD is places of worship. As part of the PAD Amendment request, the expanded boundary will provide accessory parking and recreational fields to better accommodate a place of worship use that has leased the southern two buildings. Since this supplement parking (to the west of the existing Center) will be primarily used by a place of worship and its patrons, it provides an opportunity to free up internal parking spaces which would normally be used by the tenants of the southern two building. These freed up internal parking spaces could be used by other nearby tenants, if supplementary parking were to become a need for these tenants. However, it should be noted that this Center has never experienced a parking problem and the weekend and evening use character of the Church tenant will allow the opportunity for shared parking.

The site is located in the middle of a rapidly developing employment/commercial area within the City of Avondale. The surrounding properties have the following land uses and zoning (see Existing Zoning Map, Exhibit B):

North: PAD – Crystal Point Subdivision
East: C-2 - John Deere Dealership
South: Freeway - Interstate-10

West: A-1 – Vacant General Industrial

This PAD will allow various uses as described in this PAD that meet Avondale's expectations for upscale needs to serve its growing community.

B. Request

This proposed PAD Amendment is a simple request to expand the permitted uses to be more in line with the City's recently approved Freeway Corridor Specific Plan and to expand the boundary of the Center's PAD to the west in order to enhance the attractiveness of this parcel for new development. The expanded boundary will allow new development that complements the existing Avondale Business Center project.

Despite extraordinary measures by the owners to aggressively market the Avondale Business Center over the past 8 years, it still remains only approximately 25% occupied. While the main focus of this PAD Amendment is not solely for the purpose of accommodating the parking and open space amenities for a place of worship use, we are providing details of this use as a part of this request so the City understands how the use will function. As mentioned above, places of worship are already permitted uses within this Avondale Business Center PAD. The property owners will now have a Place of Worship use as a tenant in the southern two buildings. As part of the church's use, they want supplementary parking (in excess of code requirements) and recreational open space.

Christ's Church of the Valley ("CCV") will be the tenant for the southern two buildings. CCV's main church campus is located at 67th Avenue and Happy Valley Road. This site will be a satellite location to address the needs of members in this area. The church's use characteristics and related operational functions are primarily Sundays and Saturday evening with minor office administrative functions during the week. The largest demand for parking by the church is on Sunday for worship services, when virtually all other businesses in this Center are closed. One of the 2 buildings will be used for religious Christian study on Saturdays and Sundays and on occasions on weekday evenings by church patrons. And to clarify, this building will not be used as a public, private or charter school which would operate Monday-Friday during the weekdays. The religious educational building will be used only by church patrons to further their Christian beliefs. The Church will be the primary user of the supplementary parking for church services (primarily on Sundays). This supplementary/accessory parking field also frees up internal parking spaces, which can be used by tenants of the northern 2 buildings, if overflow parking were ever to become necessary during normal business hours Monday through Friday. In this way, the Church tenant provides an excellent shared parking opportunity to balance the center.

The trend in Arizona and around the country has been to allow places of worship to locate in commerce, business or light industrial parks on an interim basis. The reason is that such church facilities are compatible with business park users, because (as noted

above) the church functions occur primarily on weekends or evenings, when most of the businesses within the commerce/business parks are closed. This allows an abundance of available parking for places of worship and conversely, an abundance of parking spaces for business and retail tenants during normal weekday business hours.

In our view, the minor additions of permitted uses, additional supplemental parking and recreational/sports fields is fully consistent with the list of permitted uses in the PAD, Avondale Code and those identified in the recently adopted Freeway Corridor Specific Plan. Furthermore, the increase in acreage enhances the opportunity for new development and employment which is desired by the City along the freeway corridor. We believe these minor amendments will also further enhance the existing Center and expand the market for new complimentary tenants.

C. Land Use Development Plan

With the exception of the new proposed supplemental parking, recreational/sport fields on the adjacent 6-acres, and the minor revisions between Buildings 3 and 4, the site has already been developed (see Aerial and Conceptual Development Plan, Exhibits A and C). The buildings have been constructed to provide flexibility for potential users, which can accommodate the list of uses provided in **Section E** of the document.

Direct access to the site is provided by way of one direct access driveway on McDowell Road, east of 113th Avenue, and by way of multiple driveways located along the east side of 113th Avenue/west boundary of the site which, in turn, provides a second point of access via 113th Avenue onto McDowell Road. Both the traffic impact analysis (TIA) previously approved for this development in 2003, and the updated TIA Amendment accompanying the approval in 2008 prepared by Kimley-Horn & Associates, Inc. (KHA) (see Traffic and Parking Study, Exhibit F), indicate that driveway access, parking supply, and on-site circulation elements (drive aisles and walkways) were adequate for the PAD allowable uses. Access to the supplemental parking and recreational/sport field will be via 113th Avenue. A Traffic Management Plan to address traffic circulation for Saturday evening and Sunday services with the “place of worship” use will be provided to the City’s Development and Engineering Services Department for review and approval. This Traffic Management Plan for worship service will be kept on file at the City and amended as needed for changing circumstances.

The Conceptual Development Plan (see Exhibit C) shows supplemental parking and a recreational/sport field within the expansion acreage. While the owners have a long-term lease with a place of worship, the trend in Arizona and around the country has been that places of worship tend to locate in commerce, business or light industrial parks on an interim basis. One reason such churches create satellite facilities is to establish a following/congregation that can support a new place of worship and then they ultimately develop their own campus.

Given that this place of worship could potentially be an interim use, the supplemental parking area and recreational/sport field area do not involve any permanent structures. Parking and open space can easily support other future uses consistent with the PAD, if the place of worship is no longer a tenant. Moreover, the recreational field and parking lot can easily be redeveloped for another allowed use, such as office, employment or hotel uses. The costs to redevelop the proposed supplemental parking and recreational/sport field will clearly be manageable, since these accessory uses do not involve permanent buildings.

D. Conformance with Plans

The General Plan Land Use Map designates the site as Freeway Commercial, which calls for Regional Retail, Light Industrial and Office uses (see General Plan Land Use Map, Exhibit E). The General Plan places importance on the Interstate-10 Freeway Corridor for employment and commercial uses. The Plan states, "...This [land use] category allows for a broad range of non-residential uses and development flexibility by promoting community-wide and regional retail, medical, office, higher education complexes, hospitality, sport and family entertainment, commercial complexes, and service destinations to a larger trade area."

With the exception of the new site acreage being added to the existing PAD property, the site is already developed as a self-contained business/commerce park of 4-buildings, perimeter and internal landscaping and sufficient parking to accommodate a broad mix of uses ranging from retail, light industrial to office uses. As part of this PAD Amendment, the owners seek to expand the permitted use list to be more consistent with the intent of the General Plan's Freeway Commercial uses. This expansion of the permitted uses enhances the attractiveness of this parcel for new development and helps implement the goals and policies of the General Plan as the site develops.

Given that this site is not along the City's future transit corridor, this site needs to be in a position to accommodate a variety of business and retail users and their parking demands. The expansion area enhances the opportunity to fill the existing Avondale Business Center with tenants-now and into the future. It will also foster new development in line with the City's objective to accommodate more intense users along the freeway corridor. And should the specific need for accessory/ancillary parking and recreational fields change, the surface level only improvements can be easily redeveloped into an office, retail, hotel or other allowed use.

The site is also located within the Freeway Corridor Specific Plan area, which also designates the site as Freeway Commercial. The proposed PAD Amendment expands the permitted uses lists to be more in-line with the freeway commercial designation and one that complements the overall character along the I-10 Freeway corridor.

The expansion of allowed uses is well supported by both the General Plan and Freeway Corridor Specific Plan thus justifying the PAD Amendment request. The PAD

Amendment does not request an increase in land use intensity, because the site has already been developed with four buildings (with associated parking and landscaping) to current zoning standards. The only change is to expand the list of allowed uses for the development. However, given the additional acreage that will be devoted initially to supplemental tenant parking and open space, the overall attractiveness of this project for new development will be enhanced.

E. Land Uses

The proposed land uses for the PAD are listed below. The uses are primarily derived from the C-2 (General Commercial) and CP (Commerce Park) zoning districts in contrast to the A-1 type uses previously permitted.

By the very nature of a multi-tenant development, market conditions will change the make-up of tenants over time, along with required parking to facilitate that spectrum of uses. In as much as the various uses requested have different parking ratios, a base line percentage of the various broad categories of uses is contained below. An additional traffic study has been prepared and has been submitted as part of this amendment (see Traffic Impact Analysis, Exhibit F). The basic mixture of general uses is provided below to evidence the Development can meet parking demands of even the most intense application of allowable tenant mixture. This baseline mixture of use categories is set forth below:

Land Use Component (see note, below)	Floor Area Allocation (gfa)	Floor Area Allocation (percent)	Code Based Parking Rate (gfa = gross floor area) (pfa = public floor area)	Code Based Parking Requirement
Retail	39,000 sf	43%	1 space /300 sf gfa	130 spaces
Office	32,471 sf	36%	1 space /200-250 sf	130-163
Warehouse	15,000 sf	17%	1 space/500 sf gfa	30 spaces
Restaurant	3,500 sf	4%	1 space/50 sf pfa (assumes 65% of gfa)	46 spaces
Total	89,971 sf	100%		336-369

Although the list of permitted uses in the PAD is considerably broader than these listed categories, all of these permitted uses fit within one of the parking ratios ascribed to these basic categories. For perspective, approved parking would allow 100% office use within the Development. As it is unrealistic to apply set parameters for the unknown mixture of tenants and their parking demands at this time, the available parking for any specific tenant shall be evidenced to staff (at the time of approval for the tenant improvement plan) that the required parking is being provided to accommodate the use in the project. If any new use requires a substantial increase in parking, the property

owner shall provide a Master Parking Plan to the Planning Department to assure sufficient parking and compliance with required parking. This will allow a viable, market driven development which responds to the community's needs now and in the future.

To ensure the Development meets both market conditions and maintains parking requirements, uses within the Development shall be limited by available parking allotments that meet ordinance requirements. However, as mentioned, this proposed location will serve as a satellite location to the main CCV campus for this part of the Valley. The church characteristics and related operational functions are primarily Sundays and Saturday evening with minor office administrative functions during the week. The largest demand for parking by the church is on Sunday for worship services when most of the other businesses in this center are closed. The new supplemental parking will primarily accommodate parking for the church and its patrons. The characteristics of the proposed use make this site an ideal one for quiet, low impact place of worship use that will be a good neighbor and occupy only a small administrative office space during the week. Shared parking for nearby tenants may therefore be part of the required parking analysis. See Traffic Impact Analysis, Exhibit F.

The below table summarizes the land use scenarios from the previously assumed land use scenario to the proposed PAD zoning expansion scenario.

Land Use Scenario	Daily Total	AM Peak Hour	PM Peak Hour
Business Park (Previously Assumed)	882	99	89
Office (w/PAD Assumed)	698	99	94

These calculations conclude the assumed future office land use will generate 184 fewer daily trips and that there is not anticipated to be any significant increase in trips by a land use change under the current A-1 zoning to the proposed PAD zoning.

This property is under single ownership. All of the buildings are owned and operated for lease. No portion of the development is subdivided. There are no parking restrictions where tenants, customers, or guests may park, except in various tenant loading dock wells. Tenants, customers and guests have the right to parking anywhere they choose, unless specifically reserved parking spaces are assigned by the property owners as part of a lease agreement. Currently, no parking spaces are reserved.

Also important to note is that the requested uses, when compared to existing uses in the vicinity of **Avondale Business Center**, does not create any incompatibles. In the context of the already existing uses in the area, which can be fairly characterized as an eclectic mix of uses, the proposed amendment will add to and promote opportunities to generate increased business opportunities for existing uses in the area, when church patrons are coming and going from church services. In as much as the **Avondale**

Business Center has access onto McDowell Road via 113th Avenue, a high-volume arterial street, and any impacts to the surrounding area due to church vehicular traffic will be minimized.

Permitted Uses

- 1) Ambulance Dispatch Facility.
- 2) Antique Store.
- 3) Appliance Sales, Service and Repair.
- 4) Art Gallery.
- 5) Art Studio.
- 6) Automobile, Boat, Recreational Vehicle, or Motorcycle, Sales and/or Leasing.
- 7) Bakery or Catering.
- 8) Bank and Financial Institutions without drive-thru.
- 9) Barber Shop and Beauty Salon.
- 10) Brewery, ancillary to a Bar or Restaurant.
- 11) Business Support Services – Photocopy Centers, Office Supply Stores, and Package Delivery Services.
- 12) Catering.
- 13) Clinic for Dental and Medical.
- 14) Clothing Alteration, Custom Dressmaking, Tailor Shop, or Embroidery.
- 15) Commercial, Technical, Trade, Vocational or Business School.
- 16) Consignment Shops.
- 17) Dancing, Theatrical, Music and Martial Arts Studio.
- 18) Data and Call Centers.
- 19) Design Center.
- 20) Distribution and or warehousing of goods, material and products (excluding dead vehicle storage, trucking companies, and moving storage companies).
- 21) Dry Cleaning and Laundry Establishment.
- 22) Electronics Repair.
- 23) Emergency Medical Care Facility.
- 24) Employment Agencies excluding day labor centers.
- 25) Equipment Sales and Rental.
- 26) General Office uses including but not limited to offices for Professional, Business, Administrative, Clerical, Sales Services, Bank and Financial.
- 27) General Retail Sales, Wholesale Sales, and Business Support Uses.
- 28) Health and Athletic Club.
- 29) Hotel or motel.
- 30) Indoor Commercial – Recreation/Entertainment Uses, including but not limited to, Bowling Alley, Family Recreational facilities, Roller Rink (Indoor), Video Arcade or Game Room.
- 31) Laboratories for Product Development, Testing, Experimenting and Investigating – Bio-Science, Medical, Dental, Pharmaceutical, Electronic and Similar Uses.
- 32) Manufacturing and or Assembly of finished products or sub-assemblies so long as the primary use of the property is not the basic processing and compounding of raw materials or food products.

-
- 33) Massage Therapy (Medical).
 - 34) Massage or Day Spa.
 - 35) Medical, Dental or Health Care Office, Clinics, Laboratories, imaging and similar facilities.
 - 36) Nail Salon.
 - 37) Pharmaceuticals
 - 38) Pharmacy.
 - 39) Photography Studio.
 - 40) Places of Worship.
 - 41) Postal, Copying, Printing Services or Companies.
 - 42) Real Estate Office.
 - 43) Reception Centers.
 - 44) Research Laboratories and Product Development Laboratories.
 - 45) Restaurants without drive through.
 - 46) Retail Sales of New Merchandise within enclosed buildings.
 - 47) Sales and Service of home and office supplies, goods, materials, furniture, fixtures, and products.
 - 48) Sidewalk Café.
 - 49) Specialty Retail, Indoor.
 - 50) Specialty Services.
 - 51) Tanning Salon.
 - 52) Ticket and Travel Agency.
 - 53) Urgent Medical Care Facility.
 - 54) Veterinary Hospital, Office and Clinics.
 - 55) Video Rental.

Any uses similar to and not more detrimental than the uses permitted herein shall be subject to staff interpretive approval or administrative approval via the Minor PAD Amendment process. Administrative decisions may be appealed to the City Council through the City's established public hearing process.

Accessory Uses

- 1) Accessory uses customarily accessory or incidental to a permitted use.
- 2) Parking Lots.
- 3) Recreational/Sport field.

F. Development Standards

The existing site was developed under the A-1 (General Industrial) zoning district standards. There are no significant changes proposed to the existing development. New Development within the expansion acreage or substantial re-development of the

existing site shall conform to the following City established minimum development standards below.

Maximum Height:	Up to 10-stories in accordance with the City of Avondale Freeway Corridor Specific Plan adopted September 16, 2013
Maximum Building Coverage:	-
Minimum Front Yard Setback:	30
Minimum Side Yard Setback:	10
Minimum Rear Yard Setback:	10
Minimum Street Side Setback:	30

G. Architectural Design Criteria

The project architecture enhances the area utilizing painted concrete panels with various score lines, recessed glass, storefront entries, roofline variation and a variety of southwestern/earth-tone colors (see Development Photos, Exhibit D). All roof-mounted equipment is screened from view by parapet walls, and the roof drainage was internalized. The development provides a high quality project to enhance the Interstate-10 Freeway corridor and complement future area development.

H. Site Design Criteria

Again, the existing site was developed under the previous A-1 (General Industrial) zoning district standards. There are no significant changes proposed to the existing development, except for the new proposed supplemental parking, recreational/sport fields, and the minor site modifications between Buildings 3 and 4. The existing parking is adequate and, as with any new tenant, the parking will be evaluated with each proposed use. Parking lot screen walls have been installed utilizing founders block and single score masonry block, which are colored to complement the development. Several parking shade structures have been installed between the rears of the buildings.

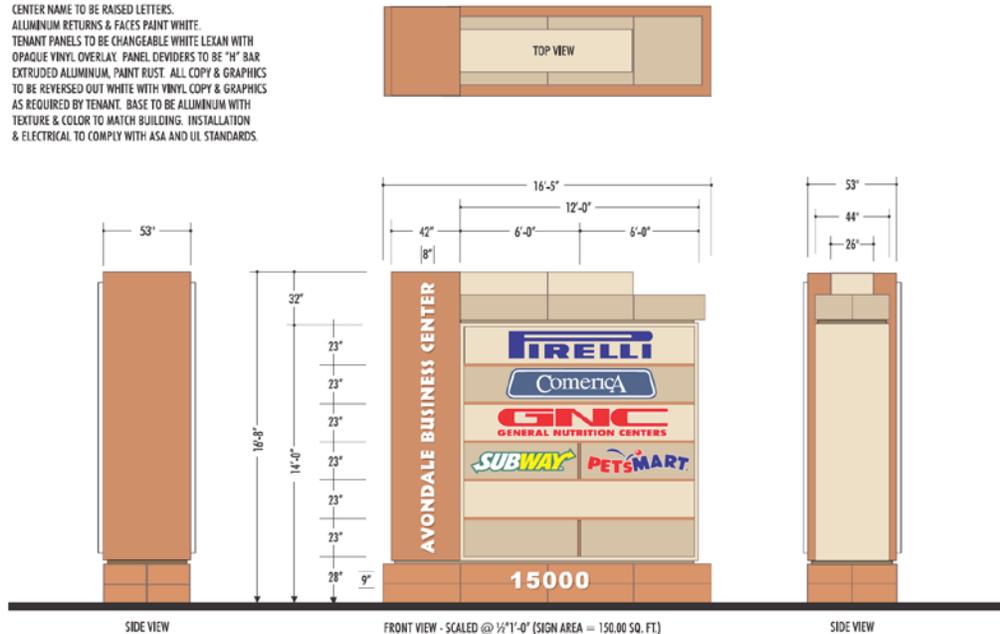
I. Landscaping

The existing perimeter and internal landscaping establish the character and signature of the development (see Development Photos, Exhibit D). Accent palm trees have been used at the fronts of each of the buildings. Turf has also been utilized as an accent for the existing project. Newly developed portions of the PAD (the expansion area of the PAD) and any substantial redevelopment of the existing PAD shall be required to adhere to the requirements of the City's Zoning Ordinance Sections 12, Landscaping, Walls and Fences.

J. Signs

Existing signage complies with the Zoning Ordinance Sign Code. Future freestanding signage shall comply with the proposed new monument sign inset below. Modification to the proposed new monument sign may be administratively approved by the Planning Director. All tenant wall signage will also comply with the City Sign Code.

SPECIFICATIONS:
 FABRICATE & INSTALL (1) ONE NEW TENANT PANEL MONUMENT SIGN. ALL STANDARD ALUMINUM CONSTRUCTION. SIDE COLUMN TO BE ALUMINUM CONSTRUCTION WITH TEXTURE & COLOR TO MATCH BUILDING. SIGN CABINET TO BE INTERNALLY ILLUMINATED WITH FLUORESCENT LAMPS.
 CENTER NAME TO BE RAISED LETTERS.
 ALUMINUM RETURNS & FACES PAINT WHITE.
 TENANT PANELS TO BE CHANGEABLE WHITE LEXAN WITH OPAQUE VINYL OVERLAY. PANEL DIVIDERS TO BE "H" BAR EXTRUDED ALUMINUM, PAINT RUST. ALL COPY & GRAPHICS TO BE REVERSED OUT WHITE WITH VINYL COPY & GRAPHICS AS REQUIRED BY TENANT. BASE TO BE ALUMINUM WITH TEXTURE & COLOR TO MATCH BUILDING. INSTALLATION & ELECTRICAL TO COMPLY WITH ASA AND UL STANDARDS.



CHRISTY SIGNS

88
Years of Experience

1875 S. Black Canyon Highway
Phoenix, Arizona 85009
402-247-4488
602-277-9433 Fax

PROJECT
TAT - AVONDALE BUSINESS CENTER
115th AVE. & McDOWELL
AVONDALE, AZ

PREPARED FOR
T. TAIT

SALES ASSOCIATE
DANE CHRISTENSEN

NEW PYLON SIGN

OPTION A

PROJECT: AVONDALE BUSINESS PK 13487
DATE: 11/05/13
SCALE: NOTED
DRAWN BY: .JTC
QUOTE: 13487

Revisions		
No.	Description	Date
01	Details	11/05/13
02	Details	11/05/13
03	Re-Size Sign	04/17/14
04		
05		
06		

THIS IS AN ORIGINAL UNPUBLISHED DRAWING SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION BY CHRISTY SIGNS.
 COMPUTER PRINTED. COLOR GRAPHICS MAY VARY FROM ACTUAL. COLOR SELECTING COLOR GRAPHICS AND/OR PHOTO ILLUSTRATIONS ARE FOR CONCEPT ONLY AND MAY NOT REPRESENT ACTUAL INSTALLATION.

EXHIBIT A

K. Infrastructure

All required right-of-way has been dedicated, and the adjacent half streets (full street along 113th Avenue) have been fully improved. The adjacent streets include McDowell Road and 113th Avenue. Water and sewer are provided to the development. All other necessary utilities are provided to the project. Half street drainage and site drainage are accommodated within the site retention basins. No additional infrastructure improvements regarding this site are anticipated.

L. Ownership and Maintenance

The owner intends to retain single ownership and maintain the development. If at such time the project is split for multiple ownership, Conditions, Covenants and Restrictions

(CC&Rs) will be created to ensure common maintenance and appearance of the development.

M. Master Site Plan and Site Plan Review

The existing site is already developed as illustrated on the Aerial (See Exhibit A-Aerial). The Conceptual Development Plan provided in this document will serve as a conceptual plan for development of the combined site of existing buildings and new supplementary parking and recreation fields. All new development shall be subject to the City of Avondale site plan review and approval.

Nothing in this amendment shall cause modifications to the existing buildings or development standards of the existing site.

O:\INDEX\TAIT\Avondale-113th Ave & McDowell\PAD AMENDMENT Narrative_FINAL (CLEAN FORMAT)_6.20.2014 (3rd Submittal).doc

EXHIBIT A – AERIAL



Avondale Business Center
SEC 113th Avenue and McDowell Road
PAD Amendment

EXHIBIT B – ZONING MAP

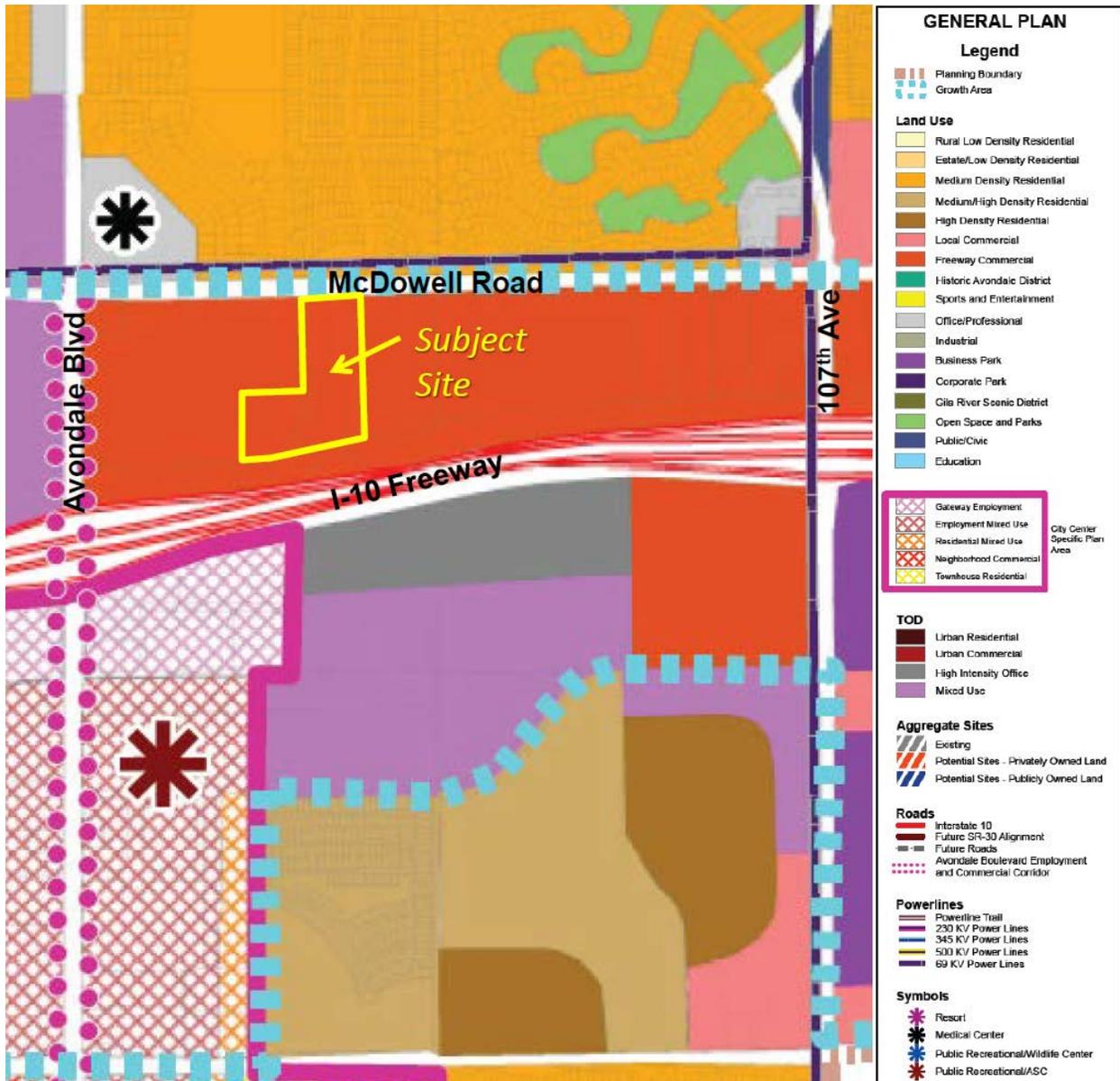


EXHIBIT D – DEVELOPMENT PHOTOS





EXHIBIT E – GENERAL PLAN LAND USE MAP (excerpt)



ORDINANCE 1555-814

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, MODIFYING THE PREVIOUSLY APPROVED PLANNED AREA DEVELOPMENT FOR REAL PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 113TH AVENUE AND MCDOWELL ROAD AND AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 6.8 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF 113TH AVENUE AND INTERSTATE 10, AS SHOWN IN APPLICATION PL-14-0036, REZONING SUCH PROPERTY FROM GENERAL INDUSTRIAL (A-1) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, on October 20, 2008, the Council of the City of Avondale (the “City Council”) amended the City of Avondale Zoning Atlas (the “Zoning Atlas”) by rezoning approximately 9.6 acres of land located at the southeast corner of 113th Avenue and McDowell Road (the “Original Property”) to a planned area development known as the Avondale Business Center PAD (the “Original PAD”); and

WHEREAS, the City Council now desires to (i) modify the conditions of use and development of the Original PAD by adopting a new development plan narrative and (ii) amend the Zoning Atlas, pursuant to ARIZ. REV. STAT. § 9-462.04, by changing the zoning description for an additional \pm 6.8 acre, adjacent parcel of real property (the “Additional Property”) from General Industrial (A-1) to Avondale Business Center PAD (the “Zoning Atlas Amendment”), to create a larger, approximately 16.44 acre planned area development (the “Expanded PAD”), which is more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, all due and proper notice of the public hearings on the modifications to the Original PAD and the Zoning Atlas Amendment held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, July 17, 2014, on the Zoning Atlas Amendment, after which the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on August 4, 2014.

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

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

SECTION 2. The Additional Property, which is generally located at the northwest corner of 113th Avenue and Interstate 10, as shown in Application PL-14-0036 and which is included as part of the Expanded PAD area, as more particularly described and depicted on Exhibit A, is hereby rezoned from General Industrial (A-1) to Avondale Business Center PAD. Use and development of the site shall conform to the amended Avondale Business Center PAD Development Plan Narrative dated June 24, 2014 (the "Revised Narrative"), except as modified by the conditions in Section 3 below.

SECTION 3. The Original PAD is hereby amended by replacing the Avondale Business Center PAD Development Plan Narrative dated July 3, 2008, with the Revised Narrative, subject to the following conditions:

1. Outdoor storage shall be prohibited.
2. Unless otherwise specified within the Revised Narrative, new development occurring within the Expanded PAD shall be required to adhere to the requirements of the Avondale Zoning Ordinance, Freeway Corridor Specific Plan and Design Manual for Commercial, Industrial, and Multi-Family Development.
3. The development standards applicable to existing four buildings and surrounding site improvements on the 9.6 acre Original Property shall not be required to be modified to conform to any changes necessitated by the Revised Narrative until such time as any of the existing buildings or site improvements are redeveloped.

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, August 4, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1555-814

[Legal Description and Map]

See following pages.

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised April 15, 2014
Revised January 30, 2014
January 23, 2014
WP #134090.01
Page 1 of 4
See Exhibit "A"

PARCEL DESCRIPTION
Avondale Business Center
PAD-Amendment

A portion of 113th Avenue Business Park, as shown on Map of Dedication (M.O.D.) recorded in Book 806, page 4, Maricopa County Records (M.C.R.) lying within Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northwest corner of said Section 6, a brass cap in hand hole, as shown on said M.O.D., from which the north quarter corner of said section, a brass cap in hand hole, as shown on said M.O.D., bears North 88°38'59" East (basis of bearing) a distance of 2459.00 feet;
THENCE along the north line of said section, North 88°38'59" East, a distance of 1557.18 feet, to the centerline of 113th Avenue as shown on said M.O.D. and the **POINT OF BEGINNING**;
THENCE continuing, North 88°38'59" East, a distance of 382.42 feet, to the northeast corner of said M.O.D.;
THENCE leaving said north line, along the easterly line of said M.O.D., South 01°33'40" East, a distance of 1034.20 feet, to the southeast corner of said M.O.D.;
THENCE leaving said easterly line, along the southerly line of said M.O.D., South 77°55'39" West, a distance of 680.47 feet;
THENCE South 85°46'37" West, a distance of 223.46 feet;
THENCE leaving said southerly line, North 01°21'03" West, a distance of 620.70 feet;
THENCE North 88°38'57" East, a distance of 330.35 feet;
THENCE North 76°01'25" East, a distance of 79.36 feet, to a point of intersection with a non-tangent curve;
THENCE easterly along said curve, having a radius of 158.72 feet, concave southerly, whose radius bears South 13°24'33" East, through a central angle of 11°29'28", a distance of 31.83 feet, to the curve's end;
THENCE North 88°04'55" East, a distance of 40.69 feet, to the westerly right-of-way line of said 113th Avenue;
THENCE leaving said right-of-way line, North 88°38'59" East, a distance of 25.50 feet, to said centerline of 113th Avenue;

**Parcel Description
Avondale Business Center
PAD-Amendment**

Revised April 15, 2014
Revised January 30, 2014
January 23, 2014
WP #134090.01
Page 2 of 4
See Exhibit "A"

THENCE along said centerline, North 01°21'01" West, a distance of 530.05 feet, to the **POINT OF BEGINNING**.

Containing 16.4397 acres, or 716,111 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description was prepared without the benefit of survey fieldwork and is based on client provided site plan, and Map of Dedication for 113th Avenue Business Park, recorded in Book 806, page 4 M.C.R., and Document 1987-0469578, M.C.R. Any monumentation noted in this parcel description is based on said Map of Dedication.

Y:\WP\Parcel Descriptions\2013 Parcel Descriptions\134090.01 Avondale Business Center PAD-Amendment L03R02 04-15-14.doc



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N76°01'25"E	79.36'
L2	N88°04'55"E	40.69'
L3	N88°38'59"E	25.50'
L4	N01°21'01"W	530.05'

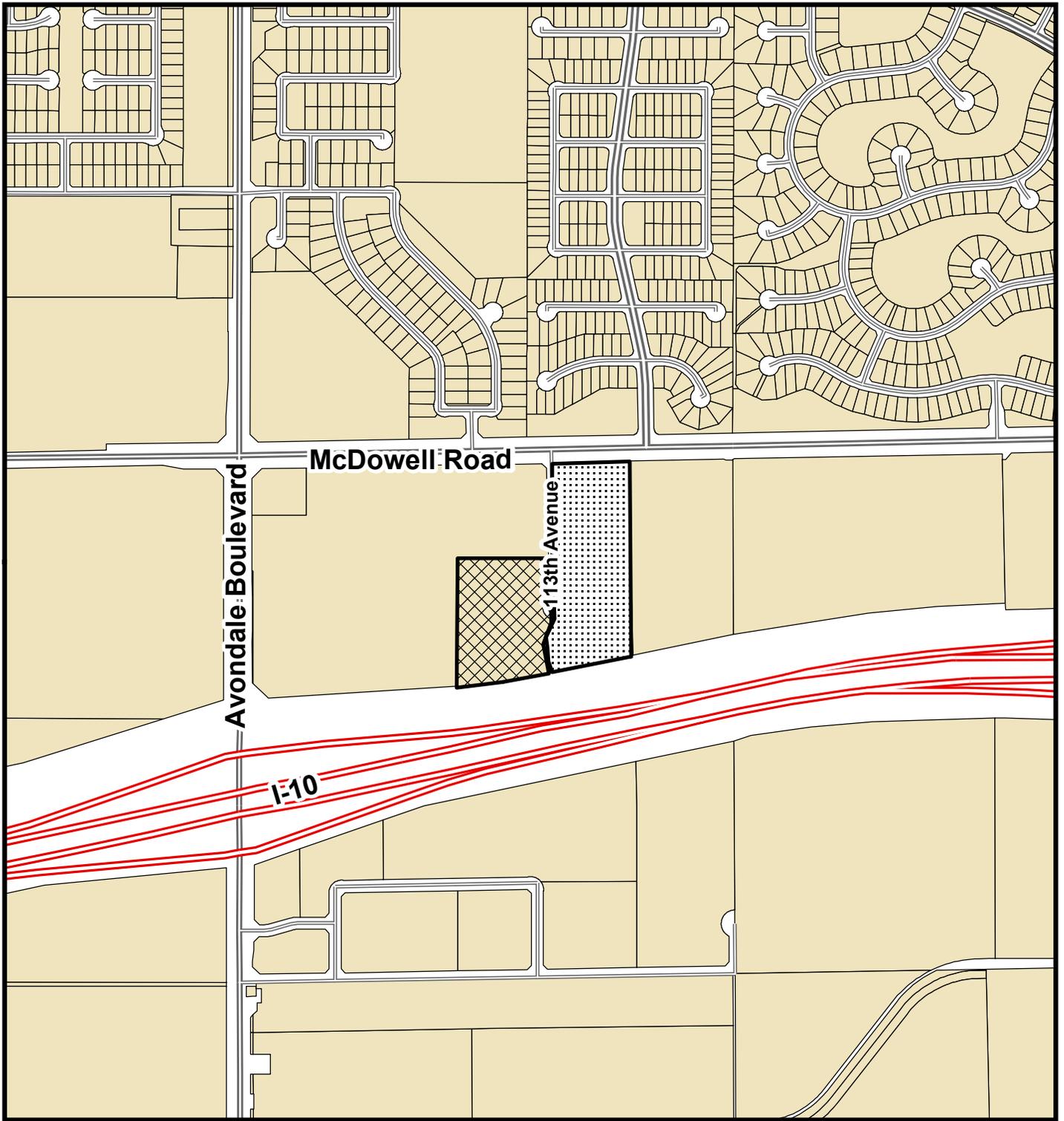
CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	11°29'28"	158.72'	31.83'

WOOD/PATEL
 2051 West Northern
 Phoenix, AZ 85021
 Phone: (602) 335-8500
 Fax: (602) 335-8580
 PHOENIX • MESA • TUCSON



EXHIBIT "A"

AVONDALE BUSINESS CENTER
 PAD-AMENDMENT
 REVISED 04/15/14
 134090.01
 PAGE 4 OF 4
 NOT TO SCALE
 N\2013\134090\SURVEY\LEGAL\
 4090L03R2.DWG



Application PL-14-0036



Existing PAD  Proposed Expansion 



CITY COUNCIL AGENDA

SUBJECT:

Construction Contract - Blucor Contracting

MEETING DATE:

8/4/2014

TO: Mayor and Council

FROM: Tracy Stevens, Engineering and Development Services Director (623) 333-4216

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that City Council approve a Construction Contract with Blucor Contracting to provide construction services for the Garden Lakes Water Service Replacements and Asphalt Overlays Project in the amount of \$2,713,174.00, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City's current Capital Improvement Program includes a line item for funding street overlay projects that is non-specific and can accumulate multiple year contributions to enable a single, sizeable project to be funded and constructed, as is the case with the current Garden Lakes Project. This Capital Improvement line item funding is separate from the Citywide Preservative Street Maintenance fund which is specifically targeted to fund treatments that prevent premature aging and help maximize the overall life cycle of existing pavements.

As part of the City's Pavement Management Program, staff performs several analysis factors to select a street maintenance project: 1) evaluate various statistical, historical and maintenance data records; 2) determine the present street conditions and stress severity; 3) estimate the critical remaining life cycle and maintenance timing; 3) obtain additional geotechnical test data if needed; and 4) prioritize based on available funding or other needs. Streets selected for an overlay have already had various multiple preservation treatments throughout their life cycle starting with emulsified asphalt oil seal coats and then later mineral aggregate slurry or micro-seals to seal and re-surface the existing pavement surfaces.

A pavement overlay is the final step in the "system" of the most economical full utilization of a street's life. An asphalt overlay adds additional pavement thickness and strengthens the streets structure. Overlays provide a new street surface and then the preservation cycle begins again.

This preservation and overlay "system" process is substantially less costly (4-10 times less) than waiting until the street structure completely fails requiring a total re-construction and in addition, provides a much better service delivery over the life of the streets.

DISCUSSION:

This Project is located within the Garden Lakes Master Planned Community in the northeast area of the City. The Project work area specifically includes six of the oldest Garden Lakes subdivisions: Garden Lakes Parcel 9, Garden Lakes Estates Parcel 11, Garden Lakes Estates Unit 4 Parcel 14, Garden Lakes Las Vistas Parcel 25, Garden Lakes Estates III Parcels 17 & 18, and Garden Lakes

Hamilton Parcel 27.

While the asphalt pavement overlay is the most visible and major portion of the project scope, the other large scope component is replacement of all the old existing water service lines. Unique to older subdivisions and continuing with a similar scope as with past projects, the existing water services will be replaced prior to beginning the street overlay work. These earliest Garden Lakes subdivisions should be the last of the subdivisions in the area where the majority of the existing water services utilized poly-butylene, PVC, or galvanized pipe for the water service lines. The Public Works Department has been replacing an increasing number of these lines throughout the City as leaks occur. Staff has determined that it is prudent to include the replacement of all non-copper service lines within the project limits to minimize the probability of having to cut and patch new pavement. The new service lines will be copper.

An important non-construction component of the project will be Community Relations. A separate bid item is dedicated to notifying, updating and communicating the various phases of construction to all the affected residents including a 24 hour hot-line number. Newsletters and specific door hanger flyers will be utilized to notify residents of temporary water outages and street restrictions that will be necessary during the project construction. The contractor will also coordinate the work with the Public Works Department to maintain sanitation and bulk trash services.

SCOPE OF WORK:

The scope of work for this project will include:

- Replace 710 existing 3/4 inch water service lines from the water mains to the meters
- Replace all existing water meter boxes
- Install several new water quality sampling stations
- Replace and upgrade existing sidewalk ramps to current ADA standards
- Replace miscellaneous concrete including: 7 scuppers, damaged or failed concrete curb, gutter and sidewalk
- Edge mill, minor asphalt replacement, crack seal and install paving interlayer fabric
- Place new two-inch asphalt concrete overlay course on the entire street section
- Adjust to grade the existing manhole covers and water valve box lids

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on June 24 and July 1, 2014 and the Arizona Business Gazette on June 26, 2014. The Development and Engineering Services Department held a mandatory pre-bid meeting on July 1, 2014. On July 17, 2014, seven (7) bids were received and opened. Each bid package was reviewed and all but one bidder met the bidding requirements. The following is a list of the responsive bidders and bid amounts received:

BIDDER	BID AMOUNT	DBE
Blucor Contracting	\$2,713,174.00	No
Standard Construction, Co.	\$4,083,799.00	No
Banicki Construction	\$3,386,579.00	No
Nesbitt Contracting Co.	\$2,971,082.50	No
Markham Contracting	\$3,272,106.00	No
Carson Construction Co.	\$2,964,478.50	No

See the attached bid tabulation sheet for a detailed, bid item breakdown of each submitted bid.

Blucor Contracting with a bid of \$2,713,174.00 was determined to have submitted the lowest,

responsible and qualified bid. Staff contacted references and believes Blucor Contracting to be competent and qualified for this project. Blucor Contracting has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this Contractor.

The contract is on file with the City Clerk.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	08/05/14
Pre-Construction Conference	08/18/14
Issue Notice-to-Proceed	08/25/14
Begin Construction	08/25/14
Completion	03/13/15

BUDGET IMPACT:

Funding for the streets portion of this project in the amount of \$1,800,000.00 is available in the CIP Street Fund Line Item No. 304-1009-00-8420, Citywide Street Overlay and \$167,188.00 in CIP Street Fund Line Item No. 304-1020-00-8420, Citywide Preventative Street Maintenance. Funding in the amount of \$745,986.00 for the water portion of this project is available in CIP Water Fund Line Item No. 514-1343-00-8520, Water System Lines Replacements and Expansion.

RECOMMENDATION:

Staff recommends that City Council approve a construction contract with Blucor Contracting to provide construction services for the Garden Lakes Water Service Replacements and Asphalt Overlays Project in the amount of \$2,713,174.00, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Bid Tab](#)

[Vicinity Map](#)



CITY OF AVONDALE
 BID TABULATION SHEET
 EN14-036 Garden Lakes Water Service Replacements and
 Asphalt Overlays (ST1009)
 BID DATE: July 17, 2014

Item No.	Description of Materials and/or Services	Qty	Unit	Blucor		Standard Construction		Banicki		Nesbitt		Markham		Carson Construction		SDB
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
105.30010	As-Built Documentation	1	LS	\$1,600.00	\$1,600.00	\$6,500.00	\$6,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,529.00	\$3,529.00	
105.80010	Construction Staking, Survey & Layout	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$7,800.00	\$7,800.00	\$28,000.00	\$28,000.00	\$9,500.00	\$9,500.00	\$4,458.00	\$4,458.00	
107.02000	NPDES/AZPDES; SWPPP	1	LS	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00	\$10,020.00	\$10,020.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$18,461.00	\$18,461.00	
109.10010	Mobilization/Demobilization	1	LS	\$20,000.00	\$20,000.00	\$140,000.00	\$140,000.00	\$222,000.00	\$222,000.00	\$284,300.00	\$284,300.00	\$75,000.00	\$75,000.00	\$11,641.00	\$11,641.00	
308.02000	Paving Fabric (Petromat 4598 or approved equal)	20,000	SY	\$1.50	\$30,000.00	\$4.30	\$86,000.00	\$2.50	\$50,000.00	\$1.65	\$33,000.00	\$3.04	\$60,800.00	\$2.38	\$47,600.00	
310.03230	Re-grade and Re-compact Existing ABC	3,200	SY	\$4.25	\$13,600.00	\$5.00	\$16,000.00	\$6.00	\$19,200.00	\$8.00	\$25,600.00	\$2.39	\$7,648.00	\$6.80	\$21,760.00	
317.02000	Edge Mill; Residential Streets (8ft wide; 1-1/2" to 0")	54,000	SY	\$1.75	\$94,500.00	\$2.50	\$135,000.00	\$2.50	\$135,000.00	\$0.90	\$48,600.00	\$1.82	\$98,280.00	\$1.60	\$86,400.00	
321.00201	Asphaltic Concrete Surface Course; 12.5 mm Marshall Mix LV (2.0 inches, 1 lift)	12,870	TON	\$80.10	\$1,030,887.00	\$79.00	\$1,016,730.00	\$76.00	\$978,120.00	\$63.00	\$810,810.00	\$82.00	\$1,055,340.00	\$78.00	\$1,003,860.00	
329.01000	Emulsified Bituminous Tack Coat	52	TON	\$980.00	\$50,960.00	\$1,200.00	\$62,400.00	\$100.00	\$5,200.00	\$415.00	\$21,580.00	\$835.00	\$43,420.00	\$669.00	\$34,788.00	
336.01100	Permanent Pavement Replacement (Miscell. Patching)	3,200	SY	\$15.75	\$50,400.00	\$45.00	\$144,000.00	\$10.50	\$33,600.00	\$23.00	\$73,600.00	\$17.28	\$55,296.00	\$27.00	\$86,400.00	
337.41000	Asphalt Pavement Crack Sealing (Crafco – PolyFlex Type 3 or Approved Equal)	12,000	LF	\$1.35	\$16,200.00	\$2.00	\$24,000.00	\$1.00	\$12,000.00	\$0.80	\$9,600.00	\$3.75	\$45,000.00	\$1.10	\$13,200.00	
340.01108	4" Vertical Curb and Gutter, MAG Detail 220-1, Type "A" (H=4")	350	LF	\$24.00	\$8,400.00	\$16.00	\$5,600.00	\$20.50	\$7,175.00	\$22.00	\$7,700.00	\$20.00	\$7,000.00	\$25.80	\$9,030.00	
340.01110	6" Vertical Curb and Gutter, MAG Detail 220-1, Type "A"	210	LF	\$24.00	\$5,040.00	\$16.00	\$3,360.00	\$19.00	\$3,990.00	\$20.00	\$4,200.00	\$21.00	\$4,410.00	\$22.60	\$4,746.00	
340.01130	4" Roll Curb and Gutter, MAG Detail 220-1, Type "C"	400	LF	\$19.75	\$7,900.00	\$16.00	\$6,400.00	\$19.00	\$7,600.00	\$19.00	\$7,600.00	\$17.00	\$6,800.00	\$22.30	\$8,920.00	
340.01210	Concrete Sidewalk, MAG Std. Dtl. 230 (4" thick)	5,590	SF	\$4.50	\$25,155.00	\$4.50	\$25,155.00	\$5.00	\$27,950.00	\$3.75	\$20,962.50	\$3.80	\$21,242.00	\$4.70	\$26,273.00	
340.01300	Sidewalk Ramp; MAG Std. Dtl. 235-2, Modified, Det. 1, Sheet 4	8	EA	\$1,775.00	\$14,200.00	\$1,600.00	\$12,800.00	\$2,325.00	\$18,600.00	\$1,100.00	\$8,800.00	\$1,450.00	\$11,600.00	\$2,721.00	\$21,768.00	
340.01301	Sidewalk Ramp; MAG Std. Dtl. 235-3, Det. 4, Sheet 4	80	EA	\$1,630.00	\$130,400.00	\$1,500.00	\$120,000.00	\$1,840.00	\$147,200.00	\$900.00	\$72,000.00	\$1,330.00	\$106,400.00	\$2,306.00	\$184,480.00	
340.01330	Sidewalk Ramp; MAG Std. Dtl. 235-1, Modified, Det. 2, Sheet 4	6	EA	\$1,900.00	\$11,400.00	\$1,300.00	\$7,800.00	\$1,870.00	\$11,220.00	\$1,300.00	\$7,800.00	\$1,580.00	\$9,480.00	\$2,222.00	\$13,332.00	
340.01331	Sidewalk Ramp; MAG Std. Dtl. 235-3, Modified, Det. 3, Sheet 4	3	EA	\$1,385.00	\$4,155.00	\$1,300.00	\$3,900.00	\$1,870.00	\$5,610.00	\$1,100.00	\$3,300.00	\$1,125.00	\$3,375.00	\$2,345.00	\$7,035.00	
340.01337	Sidewalk Ramp; COA Std. Dtl. A1237-1	2	EA	\$2,500.00	\$5,000.00	\$1,350.00	\$2,700.00	\$2,550.00	\$5,100.00	\$1,100.00	\$2,200.00	\$2,080.00	\$4,160.00	\$3,196.00	\$6,392.00	
340.01415	Replace Residential Concrete Driveway in Kind (Widened Area Only)	1,780	SF	\$8.50	\$15,130.00	\$8.50	\$15,130.00	\$8.00	\$14,240.00	\$4.00	\$7,120.00	\$7.00	\$12,460.00	\$7.95	\$14,151.00	
340.01600	Concrete Valley Gutter and Apron	13,480	SF	\$10.00	\$134,800.00	\$8.50	\$114,580.00	\$8.00	\$107,840.00	\$5.00	\$67,400.00	\$8.25	\$111,210.00	\$6.80	\$91,664.00	
345.01100	Adjust Sewer Manhole Frame and Cover to Grade	116	EA	\$410.00	\$47,560.00	\$400.00	\$46,400.00	\$500.00	\$58,000.00	\$300.00	\$34,800.00	\$460.00	\$53,360.00	\$456.00	\$52,896.00	
345.01120	Adjust Sewer Clean-out to Grade	15	EA	\$255.00	\$3,825.00	\$400.00	\$6,000.00	\$475.00	\$7,125.00	\$200.00	\$3,000.00	\$300.00	\$4,500.00	\$203.00	\$3,045.00	
345.01410	Adjust Water Valve Box and Cover to Grade	140	EA	\$315.00	\$44,100.00	\$350.00	\$49,000.00	\$475.00	\$66,500.00	\$265.00	\$37,100.00	\$300.00	\$42,000.00	\$160.00	\$22,400.00	
350.01315	Miscellaneous Asphalt Concrete Pavement Removal	3,200	SY	\$2.85	\$9,120.00	\$20.00	\$64,000.00	\$5.50	\$17,600.00	\$8.00	\$25,600.00	\$5.66	\$18,112.00	\$4.36	\$13,952.00	
350.01800	Remove Existing Concrete Curb and Gutter	1,070	LF	\$3.95	\$4,226.50	\$9.00	\$9,630.00	\$4.00	\$4,280.00	\$6.00	\$6,420.00	\$5.00	\$5,350.00	\$3.70	\$3,959.00	
350.01810	Remove Existing Concrete Valley Gutter and Apron	18,340	SF	\$2.25	\$41,265.00	\$3.50	\$64,190.00	\$2.00	\$36,680.00	\$3.00	\$55,020.00	\$2.50	\$45,850.00	\$1.40	\$25,676.00	



CITY OF AVONDALE
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 EN14-036 Garden Lakes Water Service Replacements and
 Asphalt Overlays (ST1009)
 BID DATE: July 17, 2014

Item No.	Description of Materials and/or Services	Qty	Unit	Blucor		Standard Construction		Banicki		Nesbitt		Markham		Carson Construction		SDB
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
350.01900	Remove Existing Concrete Sidewalk, Ramp, Driveway and Slab	23,300	SF	\$1.65	\$38,445.00	\$2.50	\$58,250.00	\$2.00	\$46,600.00	\$2.00	\$46,600.00	\$1.00	\$23,300.00	\$0.52	\$12,116.00	
350.50500	Remove Existing Concrete Scupper	7	EA	\$875.00	\$6,125.00	\$525.00	\$3,675.00	\$280.00	\$1,960.00	\$750.00	\$5,250.00	\$720.00	\$5,040.00	\$600.00	\$4,200.00	
351.50010	Remove and Replace Concrete Spillway in Kind	810	SF	\$5.00	\$4,050.00	\$10.00	\$8,100.00	\$10.00	\$8,100.00	\$9.00	\$7,290.00	\$10.50	\$8,505.00	\$8.20	\$6,642.00	
351.50020	Remove and Replace Driveway Pavers or Stamped Concrete in Kind	60	SF	\$17.00	\$1,020.00	\$70.00	\$4,200.00	\$26.00	\$1,560.00	\$3.00	\$180.00	\$21.00	\$1,260.00	\$23.40	\$1,404.00	
401.01000	Traffic Control	1	LS	\$22,000.00	\$22,000.00	\$65,000.00	\$65,000.00	\$35,000.00	\$35,000.00	\$75,000.00	\$75,000.00	\$52,750.00	\$52,750.00	\$30,897.00	\$30,897.00	
430.00001	Restore Landscape and Irrigation	1	LS	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$46,000.00	\$46,000.00	\$40,000.00	\$40,000.00	\$24,000.00	\$24,000.00	\$9,450.00	\$9,450.00	
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	97	EA	\$14.50	\$1,406.50	\$19.00	\$1,843.00	\$23.00	\$2,231.00	\$25.00	\$2,425.00	\$25.00	\$2,425.00	\$55.00	\$5,335.00	
505.07404	Concrete Scupper; COA Std. Dtl. A1510, Curb Opening = 4'	2	EA	\$4,050.00	\$8,100.00	\$2,500.00	\$5,000.00	\$5,050.00	\$10,100.00	\$3,400.00	\$6,800.00	\$3,403.00	\$6,806.00	\$5,780.00	\$11,560.00	
505.07408	Concrete Scupper; COA Std. Dtl. A1510, Curb Opening = 8'	3	EA	\$4,540.00	\$13,620.00	\$2,500.00	\$7,500.00	\$6,700.00	\$20,100.00	\$3,500.00	\$10,500.00	\$3,830.00	\$11,490.00	\$7,606.00	\$22,818.00	
505.07412	Concrete Scupper; COA Std. Dtl. A1510, Curb Opening = 12'	2	EA	\$4,900.00	\$9,800.00	\$3,200.00	\$6,400.00	\$9,300.00	\$18,600.00	\$3,600.00	\$7,200.00	\$4,130.00	\$8,260.00	\$10,511.00	\$21,022.00	
520.01035	Safety Rail (H=3'-6"); MAG Std. Dtl. 145	126	LF	\$48.00	\$6,048.00	\$56.00	\$7,056.00	\$48.00	\$6,048.00	\$80.00	\$10,080.00	\$54.50	\$6,867.00	\$52.00	\$6,552.00	
630.30106	Replace 6 inch Water Valve	2	EA	\$1,850.00	\$3,700.00	\$2,500.00	\$5,000.00	\$5,160.00	\$10,320.00	\$2,500.00	\$5,000.00	\$2,300.00	\$4,600.00	\$2,268.00	\$4,536.00	
630.30108	Replace 8 inch Water Valve	3	EA	\$2,285.00	\$6,855.00	\$2,900.00	\$8,700.00	\$6,000.00	\$18,000.00	\$3,000.00	\$9,000.00	\$2,750.00	\$8,250.00	\$2,906.00	\$8,718.00	
630.31106	Replace 6 inch Water Valve; New Location	1	EA	\$2,025.00	\$2,025.00	\$4,300.00	\$4,300.00	\$5,150.00	\$5,150.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,145.00	\$2,145.00	
630.31108	Replace 8 inch Water Valve; New Location	2	EA	\$2,360.00	\$4,720.00	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00	\$3,000.00	\$6,000.00	\$3,350.00	\$6,700.00	\$2,696.00	\$5,392.00	
631.35540	New ¾" Copper Water Service (For Water Quality Sampling Sta.)	3	EA	\$875.00	\$2,625.00	\$4,200.00	\$12,600.00	\$1,550.00	\$4,650.00	\$1,300.00	\$3,900.00	\$1,575.00	\$4,725.00	\$2,060.00	\$6,180.00	
631.35572	#2 Water Meter Box and Lid Replacement (Polymer Concrete, Non-Traffic)	620	EA	\$177.00	\$109,740.00	\$600.00	\$372,000.00	\$220.00	\$136,400.00	\$200.00	\$124,000.00	\$170.00	\$105,400.00	\$132.00	\$81,840.00	
631.35574	#4 Water Meter Box and Lid Replacement (Polymer Concrete, Non-Traffic)	2	EA	\$305.00	\$610.00	\$700.00	\$1,400.00	\$440.00	\$880.00	\$300.00	\$600.00	\$310.00	\$620.00	\$270.00	\$540.00	
631.35582	#2 Water Meter Box and Lid Replacement (Polymer Concrete, Traffic Rated)	90	EA	\$190.00	\$17,100.00	\$600.00	\$54,000.00	\$220.00	\$19,800.00	\$175.00	\$15,750.00	\$170.00	\$15,300.00	\$120.00	\$10,800.00	
631.35584	#4 Water Meter Box and Lid Replacement (Polymer Concrete, Traffic Rated)	1	EA	\$300.00	\$300.00	\$700.00	\$700.00	\$440.00	\$440.00	\$345.00	\$345.00	\$310.00	\$310.00	\$303.00	\$303.00	
631.35610	Replace Existing Service Saddle (Fitting Replace Only)	40	EA	\$575.00	\$23,000.00	\$700.00	\$28,000.00	\$550.00	\$22,000.00	\$230.00	\$9,200.00	\$580.00	\$23,200.00	\$452.00	\$18,080.00	
631.35615	Replace Existing ¾" Service Corp Stop Valve (Fitting Replace Only)	40	EA	\$48.50	\$1,940.00	\$300.00	\$12,000.00	\$178.00	\$7,120.00	\$155.00	\$6,200.00	\$65.00	\$2,600.00	\$2,128.00	\$85,120.00	
631.35750	Replace Existing ¾ inch Water Service (Water Main in Street)	338	EA	\$707.00	\$238,966.00	\$1,250.00	\$422,500.00	\$1,350.00	\$456,300.00	\$1,450.00	\$490,100.00	\$1,230.00	\$415,740.00	\$884.00	\$298,792.00	
631.35751	Replace Existing ¾ inch Water Service (Cross Street Bore; Long)	187	EA	\$565.00	\$105,655.00	\$1,850.00	\$345,950.00	\$940.00	\$175,780.00	\$800.00	\$149,600.00	\$1,970.00	\$368,390.00	\$1,378.00	\$257,686.00	
631.35752	Replace Existing ¾ inch Water Service (No Street Bore; Short)	185	EA	\$190.00	\$35,150.00	\$1,200.00	\$222,000.00	\$865.00	\$160,025.00	\$450.00	\$83,250.00	\$465.00	\$86,025.00	\$303.50	\$56,147.50	
631.35770	Replace Existing 2 inch Water Service (Water Main in Street)	1	EA	\$1,465.00	\$1,465.00	\$2,500.00	\$2,500.00	\$4,125.00	\$4,125.00	\$2,200.00	\$2,200.00	\$3,500.00	\$3,500.00	\$2,952.00	\$2,952.00	

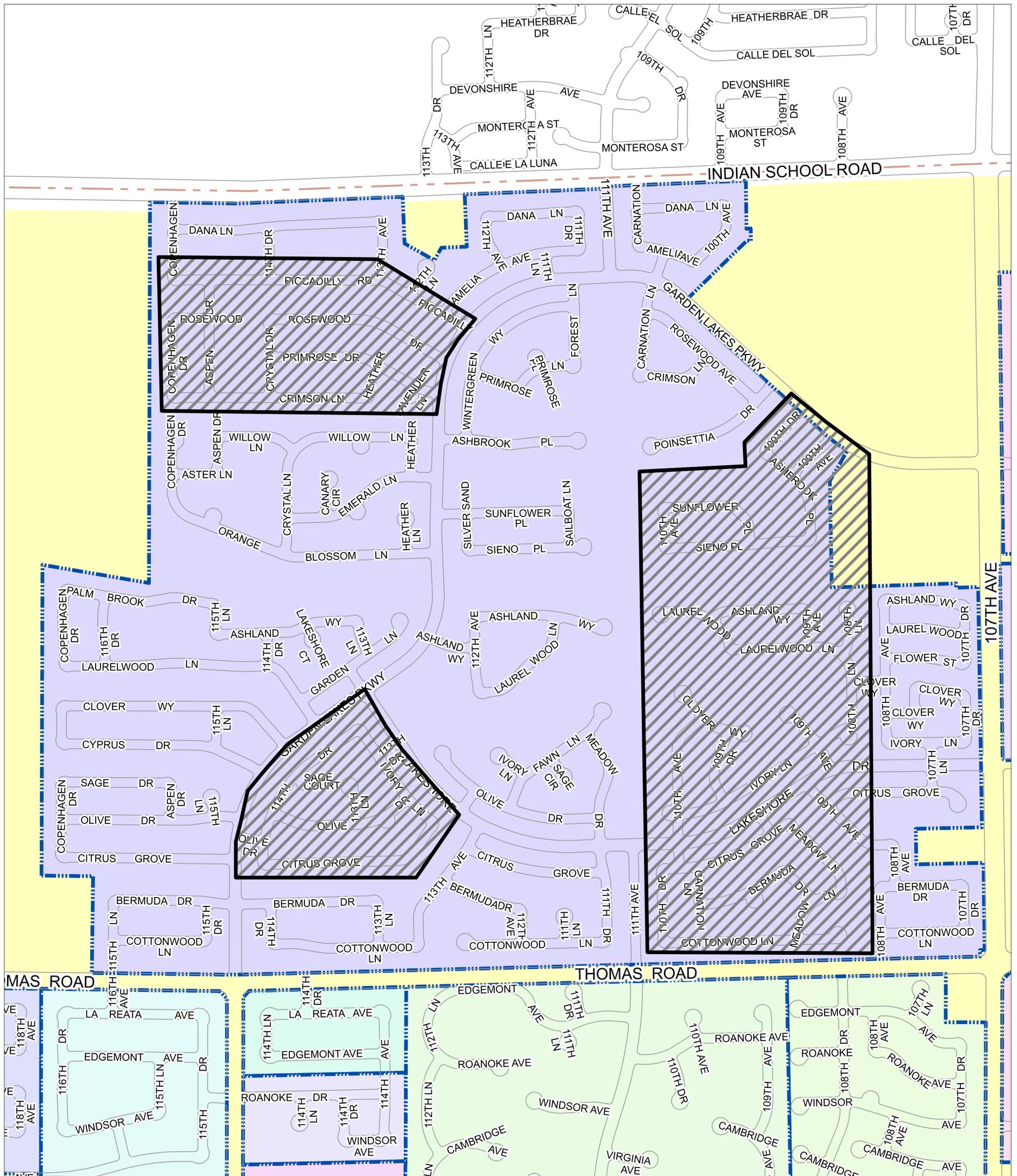


CITY OF AVONDALE
 BID TABULATION SHEET
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 Asphalt Overlays (ST1009)
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				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
631.35771	Replace Existing 2 inch Water Service (Cross Street Bore; Long)	1	EA	\$1,215.00	\$1,215.00	\$2,900.00	\$2,900.00	\$4,125.00	\$4,125.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,940.00	\$2,940.00	
631.35772	Replace Existing 2 inch Water Service (No Street Bore; Short)	1	EA	\$1,070.00	\$1,070.00	\$1,950.00	\$1,950.00	\$2,865.00	\$2,865.00	\$900.00	\$900.00	\$2,600.00	\$2,600.00	\$755.00	\$755.00	
631.90000	Install New Water Quality Sampling Station	3	EA	\$1,200.00	\$3,600.00	\$3,000.00	\$9,000.00	\$1,550.00	\$4,650.00	\$1,200.00	\$3,600.00	\$1,950.00	\$5,850.00	\$7,580.00	\$22,740.00	
SUBTOTAL					\$2,588,174.00		\$3,958,799.00		\$3,261,579.00		\$2,846,082.50		\$3,147,106.00		\$2,839,478.50	
107.15000	Community Relations (Allowance)	1	ALLOW	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
109.50010	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	
TOTAL BASED ON UNIT PRICES					\$2,713,174.00		\$4,083,799.00		\$3,386,579.00		\$2,971,082.50		\$3,272,106.00		\$2,964,478.50	
TOTAL SUBMITTED BY BIDDER					\$2,713,174.00				\$3,386,559.00							
<i>Calculation or Extension Error</i>									\$20.00							
SUBMITTAL REQUIREMENTS																
Bid Offer Signed					Yes		Yes		Yes		Yes		Yes		Yes	Yes
IFB Packet Complete					Yes		Yes		Yes		Yes		Yes		Yes	Yes
Licenses Provide					Yes		Yes		Yes		Yes		Yes		Yes	Yes
Bid Bond					Yes		Yes		Yes		Yes		Yes		Yes	Yes
References Complete					Yes		Yes		Yes		Yes		Yes		Yes	No
Required Attachments Included?					Yes		Yes		Yes		Yes		Yes		Yes	Yes

*All bids are presumed to include all applicable taxes.

Avondale



**Garden Lakes
Water service replacements and asphalt
overlays
City Project No. ST1009**



CITY COUNCIL AGENDA

SUBJECT:

Street Tree Master Plan

MEETING DATE:

8/4/2014

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director 623-333-4012

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff will provide an update to the City Council on the Draft Street Tree Master Plan. Staff will present the plan and request feedback from the Council prior to presenting the plan for formal action.

BACKGROUND:

Creating a unique sense of place for any community involves many factors. From the first impressions entering the City or at a physical location, both play an important role in the perceptions people emit while in any space. An important factor is the level of connection people have with the community, and the overall image of the community to visitors, businesses, and its residents.

As Avondale strives to create the natural and aesthetically pleasing backdrop for its residents and visitors, it is also important to ensure day to day social interactions, health and exercise are also a part of the plan. By creating a unified street tree program this will shape the overall image of the community, increase the shade canopy, and promote walking and biking.

The intentional and functional design of assembled row plantings with uniformly spaced trees provides an organized structure in the landscape. The design provides a sense of comfort, safety, and aesthetics within the street networks.

Staff presented the draft plan to the Parks and Recreation Board on June 11, 2014, and the Neighborhood and Family Services Commission on June 25, 2014. Both the Parks and Recreation Board and the Neighborhood and Family Services Commission stressed the need to keep the Date Palms as a gateway tree similar to what has been installed at 99th Avenue and McDowell Road. This intersection provides both an aesthetic and dramatic entrance into the City. The Neighborhood and Family Services Commission also requested that tree lighting be considered at each gateway.

The draft plan has been uploaded to the planning website, and sent out to the public through the interested parties list. The Arizona Nursery Association has also been provided a copy for comments. Staff also presented the draft plan to the Planning Commission on July 17, 2014, and to the Energy, Environmental, and Natural Resources Commission on July 23, 2014. The public meeting was held on July 28, 2014, 6:00 pm, at City Hall. To date the attached comment letter has been received from Arid Zone Trees.

DISCUSSION:

Street trees are one element that can transform a City's streets by providing numerous environmental, social, and economic benefits. Examples of environmental benefits include cleansing of air and stormwater, production of oxygen, moderation of air temperatures, wind control, and stormwater erosion reduction. Street trees also support multi-modal transportation and healthy lifestyles, increase property values, calming traffic speeds, and absorption of traffic noise. The proposed Street Tree Master Plan supports the Municipal Sustainability Plan to provide a healthy ecosystem of trees to provide shade, beauty, pollution filtration, cooling, erosion mitigation, shelter, and recreational opportunities. Street trees identified in the plan serve as a unifying thread that weaves through the urban fabric, forming and shaping the image of the community.

Key objectives of the Street Tree Master Plan include:

- Unify the community and create a sense of arrival and place;
- Establish a tree species palette best suited to the environmental conditions of Avondale;
- Enhance the character areas of the City using distinct street tree planting;
- Increase the number of trees, species and canopy coverage in Avondale's streets, creating pedestrian friendly and walkable environments;
- Guide the maintenance and management of existing and new street trees to ensure trees survive and thrive;
- Seek additional funding to further develop the City's urban forest; and
- Add color, variety, and vibrancy along the City streets and increase the tree coverage to 25% by the year 2030.

A complete analysis of the existing conditions of Avondale's street trees was completed this spring to understand existing conditions and determine the character profiles. Through this analysis, six character areas were defined within the City to include: North Avondale, Freeway Corridor, Historic Avondale, City Center, Central Core, and South Avondale. Each character area is unique based on the environment, existing development, and street network. Primary and secondary trees are identified for specific streets to provide a visually compatible street tree configuration based on repetition, sequence, balance, and scale. Within each of the six character areas, street tree function, tree palette matrix, tree character profiles, and street vignettes were provided to define the type, size, and placement of trees along our streets. Composing the primary and secondary street trees with the planting principles, the selected species will create continuity throughout the City of Avondale by uniting the surrounding neighborhoods and six Character Areas, creating a visually pleasing environment. The complimentary tree palette will accentuate the character of the existing landscape, creating a unified appearance. The result is an aesthetic street scene offering a shaded and connected environment which embraces walkability and the pedestrian experience.

Maintenance guidelines are provided within the document to define proper pruning, watering, and fertilization techniques to ensure healthy tree maintenance procedures. All trees proposed in the plan are identified on the Arizona Department of Water Resources Low Water Plant List.

BUDGET IMPACT:

There is not anticipated to be an impact on the existing budget for landscape maintenance or in future construction. The proposed Street Tree Master Plan is consistent with the existing Zoning Ordinance in the spacing/number of trees required. Therefore, the installation costs will be consistent with current practice. In addition, the maintenance recommendations include pruning and standard watering schedules which are revenue neutral.

Landscape within the roadway medians is maintained by the City's landscape contractor, line item 201-6600-00-6712. The City will also be responsible to maintain the landscaped area within the right of way for new development which will be required irrespective of the proposed plan.

RECOMMENDATION:

This item is presented for information, discussion, and City Council direction.

ATTACHMENTS:**Description**

[AridZoneTreescomments](#)

[Planning Commission July 17, 2014 Meeting Minutes](#)

[Street Tree Master Plan](#)

From: Ed Mulrean [<mailto:edmulrean@cox.net>]

Sent: Wednesday, July 09, 2014 8:42 PM

To: Stephanie Long

Cc: kevin@aridzonetrees.com; 'Cliff Douglas'; cgoar@azna.org; Kenneth Weise; Frank Scott; Jim McDonald; Bryan Kilgore; Charles Vierhout; diwanski@avaondale.org

Subject: City of Avondale Street Tree Master Plan

Stephanie Long,

We appreciate the work and research that went into the development of the City of Avondale Street Tree Master Plan. Any plan of this size and scope, for a growing community like Avondale, has to take into account any existing, established population of urban trees like Elms. That said, we feel the master plan misses an excellent opportunity for Avondale to more fully embrace a desert landscape tree palette that complements our surrounding Sonoran desert and take advantage of their lower water requirements and more cost effective establishment-to-maturity.

It's clear that the document is trying to be more descriptive rather than prescriptive and gives architects maximal latitude in their designs. Some expansion of Mesquites and Palo Verdes listed could prove useful. Along with the Thornless Hybrid Mesquite (listed) there are also *Prosopis glandulosa*, 'AZT' Thornless Honey Mesquite and *Prosopis* hybrid, 'AZT' Seedless Mesquite. Similarly, there are now a large selection of "Palo Verde spp" including 'Desert Museum,' Sonoran Palo Verde and an array of Palo Verde Hybrids like *Cercidium* Hybrid 'AZT' and *Cercidium praecox* 'AZT'. These varieties are all grown from cuttings and not grafted to insure high uniformity and improved durability.

We question a couple of the trees included in the list. We know of an HOA that has begun removing *Dalbergia sissoo* from their community as the roots have proven to be highly invasive and damaging to infrastructure (mostly sidewalks). *Quercus virginiana* is offered as a shade tree, in the master plan, with a mature height of 60'. The growth rate of this tree is exceptionally slow. Literature suggests that even given a "moderate" growth rate, which sounds generous under Arizona conditions, these trees would take 30 to 60 years to reach maturity <http://www.arborday.org/treeguide/treeDetail.cfm?ID=124>.

Lastly, we hope this will be a dynamic document that is open to regular revision to allow for innovations and new introductions to our desert landscape palette. We were flattered to find some of the photos from our web site included in the 'Tree Master Plan.' We hope www.aridzonetree.com has proven to be a useful resource. Please let us know if we can be of assistance to you or your colleagues with the refinement of this plan and/or future revisions. Again, we appreciate and applaud the work your City staff and Anderson-Barron put into developing this document.

Follow AZT on Twitter at <https://twitter.com/AZTJustin> or @AZTJustin

Ed Mulrean, Ph.D.

Marketing Director, Arid Zone Trees



Arid Zone Trees

PO Box 167, Queen Creek, Arizona 85242

www.aridzonetrees.com

480-318-9425

The best time to plant a tree was 20 years ago. The next best time is now. ~Chinese Proverb



**AGENDA
PLANNING COMMISSION
WORK SESSION**

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

**Thursday, July 17, 2014
6:00 P.M.**

I. CALL TO ORDER

Chair Kugler called the Work Session to order at approximately 6:00 p.m.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT

Kevin Kugler, Chair
Lisa Amos, Vice Chair
Michael Long, Commissioner
Michael Demlong, Commissioner

COMMISSIONERS ABSENT

Grace Carrillo, Commissioner - excused
Sean Scibienski, Commissioner - unexcused
Gary Smith, Commissioner - excused

CITY STAFF PRESENT

Robert Gubser, Planning Manager
Chris Schmaltz, Legal Counsel
Ken Galica, Senior Planner
Christine Fanchi, Transportation Planner
Linda Herring, Development Services Representative

III. OPENING STATEMENT

Chair Kugler read the Opening Statement.

IV. APPROVAL OF MINUTES

- **June 19, 2014 Regular Meeting**

Chair Kugler invited a motion to approve the minutes. Commissioner Demlong moved to accept the minutes from the June 19, 2014 Work Session meeting as presented. Vice Chair Amos seconded the motion. The motion passed unanimously.

V. DISCUSSION ITEMS

Staff will present an overview of the proposed draft Street Tree Master Plan. This item is for information, discussion, and direction only.

Christine Fanchi, Transportation Planner, explained that the Street Tree Master Plan (STMP) came about as an implementation tool in support of General Plan 2030, and is designed to improve the quality of life for residents by beautifying Avondale and improving walkability. The STMP is mentioned four times in the City's proposed Sustainability Plan. It contains five goals:

- Create a unified tree program
- Create a consistent tree canopy
- Define gateway entrances to the City
- Designate the right trees for the right places that best suit Avondale's environment and the constraints of individuals spaces
- Provide maintenance guidelines to ensure that trees can thrive for generations

Ms. Fanchi stated that trees offer many benefits. Environmental benefits include clean air, oxygen, and reducing stormwater erosion and heat island effects. Trees also provide social and psychological benefits, such as improving aesthetics and color along streets, calming traffic speeds, supporting multi-modal transportation, absorbing traffic noise, and buffering unpleasant objects. The economic benefits of trees include increased property values and increased customer traffic to businesses. A City of Phoenix study recently estimated that every dollar invested in trees yields \$2.23 dollars in return.

Ms. Fanchi said the STMP started with an inventory, which allows for a better understanding of the existing character of Avondale. The City was divided into six character areas: North Avondale, Freeway Corridor, City Center, Historic Avondale, Central Core and South Avondale. Sixteen intersections were identified as key gateways into the City. Each character area lists every arterial and major collector streets and proposed primary and secondary trees that grow there. Eighteen tree types were selected to provide a good mix of sizes, density, and character. The plan also includes diagrams for each character area to illustrate the tree spacing and layout for streets. The plan would be implemented with each new project and for CIP projects. The tree maintenance guidelines will help ensure maximum beautification, shade and tree health.

Ms. Fanchi explained that the STMP was presented to the Parks and Recreation Board, the Neighborhood and Family Services Commission, and was opened to public comment. The Energy, Environment & Natural Resources Commission (EENRC) will review the plan on July 23, and a public meeting will be held on July 28. City Council will have an opportunity to adopt the plan in September or October.

Commissioner Long requested an explanation for the return on investment calculation. Ms. Fanchi responded that City of Phoenix measured the benefits of clean air, erosion protection, and commercial impacts. Commissioner Long noted the cost of purchasing, maintaining, and replacing trees and expressed doubt that a dollar figure could be calculated for the return on investment. Robert Gubser, Planning Manager, will provide a web link to Phoenix's website that offers an explanation of the analytical methods used in the study.

Vice Chair Amos inquired about the implementation of the plan. Ms. Fanchi explained that the plan will guide the types of trees that complement character areas. The intent is not to remove trees that are healthy and thriving.

Commissioner Demlong noted that the plan establishes a goal of 25% tree canopy coverage by 2030, and inquired about the economic impact of maintaining the new trees. Ms. Fanchi noted that the current 7% coverage takes into account areas that have not been developed. The new trees would be sustainable and suitable to the environment. Trees beyond the City right-of-way are maintained by private owners, HOAs and commercial property owners. Newly developed areas with the City right of way will also be maintained by the City. A recent study conducted by the City of Phoenix explained how 25% tree canopy coverage can reduce ambient urban temperatures by three degrees. Commissioner Demlong said the City should carefully consider the long-term economic impacts of the plan on maintenance budgets in future years.

Commissioner Demlong noted that water-permeable sidewalks and streets would be necessary in places where big trees are planted. He inquired whether Section 12 of the Zoning Ordinance also addressed tree maintenance. Ken Galica, Senior Planner, explained that the Zoning Ordinance applies to private development, while this document would apply to the public right-of-way. Commissioner Demlong suggested that the STMP reference the Zoning Ordinance and extract any applicable information.

Commissioner Demlong expressed disappointment in the color palette and diversity of trees being offered. He felt the Historic District should encourage artistic landscaping that supports the character of the neighborhood, or include more vintage species. Eucalyptus trees drop much litter. Commissioner Demlong said the identified gateway intersections should be integrated with existing efforts to improve the City's entry points. He felt the gateways at 99th Avenue and McDowell Road, Van Buren Street and Main Street, Litchfield Road, and Lower Buckeye Road were redundant. Commissioner Amos disagreed that 99th Avenue and McDowell Road was redundant. The City has already put much money into

what has become an effective entrance. She agreed that the use of permeable materials should be encouraged.

Commissioner Long said the City of Phoenix should not dictate what the City of Avondale does. He cautioned against Avondale taking on a challenge that will place the City in a financial bind. Those decisions have to be carefully assessed before they are implemented. Ms. Fanchi clarified that the information in Phoenix's study only served as a model for Avondale's plan since it met the needs for Avondale's sustainability goals without requiring a new study.

Chair Kugler queried the omission of the Thomas Road intersection on the boundary with Phoenix from the list of identified gateways. Thomas Durant, Anderson Baron, 50 N McClintock Drive, Ste 1, Chandler, AZ 85226, 480.699.7956, explained that the list has changed over time and could be modified again based on the Commission's comments. Chair Kugler said any major outlet from the freeway should be considered a gateway into the community.

Chair Kugler questioned whether the plan would create an additional layer of complication for projects to be coordinated with the County. Ms. Fanchi responded that the plan could be implemented with any roadway project, and the City may partner with the County to ensure that their projects within Avondale conform to the community's desired aesthetic. Chair Kugler expressed concern that developers would have the ability to pick corner trees, which are in the most visible areas. Ms. Fanchi explained that the intent is to ensure that the corner trees complement the trees on the adjacent roadways, while providing property owners with opportunities to define their developments.

VI. ADJOURNMENT

Chair Kugler adjourned the work session. With no further business, the meeting concluded at approximately 6:33 P.M.

FOR SPECIAL ACCOMMODATIONS

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 meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, 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.

Staff Signature

Approved on _____

STREET TREE MASTER PLAN

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