

**WORK SESSION
April 6, 2015
6:00 PM**

CALL TO ORDER BY MAYOR**1 ROLL CALL BY THE CITY CLERK****2. A FOR AVONDALE EDUCATION PROPOSAL**

City Council will review and discuss a proposal raised by Councilmember Sierra at the City Council retreat held January 10, 2015. The A is for Avondale proposed plan would create a citizens committee to work in concert with the school districts to support all Avondale schools becoming A-rated. This item is for information, discussion and possible direction to staff only. No action is required.

3. PERIODIC INVESTMENT UPDATE

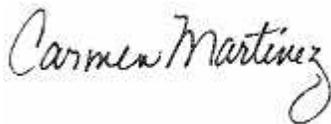
City Council will be informed on the City's investment strategy, rate of return received compared with the State Treasurer's Local Government Investment Pool and to discuss investment strategies moving forward. This item is for information, discussion and possible direction to staff. No action is required.

4. FINANCIAL TRANSPARENCY INITIATIVE-OPENBOOKS

City Council will receive an update regarding the City's financial transparency efforts and use of the State of Arizona's OpenBooks website. For information, discussion and direction only. No action is required.

5 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.

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Notice is hereby given that pursuant to A.R.S. 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to

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

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



CITY COUNCIL AGENDA

SUBJECT:

A for Avondale Education Proposal

MEETING DATE:

4/6/2015

TO: Mayor and Council

FROM: Gina Montes, Assistant City Manager (623) 333-1012

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Council will consider a proposal raised by Councilmember Sierra to work in concert with the school districts to support all Avondale schools becoming A-rated. This item is for information, discussion and possible direction to staff only. No action is required.

BACKGROUND:

At the January 10, 2015 City Council retreat, Councilmember Sierra discussed his proposal to improve public schools within Avondale boundaries. The goal of the proposed plan is for all public schools in Avondale to be A-rated by the end of the decade. Once implemented, the proposal is meant to make Avondale a community of choice that will attract families, and thereby strengthen economic development efforts.

The City through the efforts of the Council and staff continue to foster positive working relationships with the six school districts within Avondale's borders. To date, Avondale's initiatives in support of education have both supported the schools and aligned with City services. Should the Council direct staff to pursue this proposal, it will be an attempt to take a more active and direct role in the schools.

Currently, the City lacks the staff capacity and expertise to take on the initiative without adding a position. Grant funding will be required to hire staff to facilitate the process and to guide implementation. Prior to pursuing funding, City Council feedback and support is required to pursue this policy direction.

DISCUSSION:

As proposed by Councilmember Sierra, the A for Avondale Strategic Plan (attached) consists of four phases:

Phase 1: Assess Avondale's educational landscape

Phase 2: Begin making tangible steps toward a goal

Phase 3: Put into place activities that help Avondale schools improve

Phase 4: All schools are making measurable, positive progress that is sustainable

Implementing the plan would include the creation of a Council appointed citizen-led commission that would guide the effort. The first phase of the plan would be an assessment to include identifying existing resources that affect educational outcomes. The second phase would involve the creation of a how-to guide of best practices from existing A-rated schools. The guide would be

used to coach aspiring schools on how to become A-rated. Throughout the process stakeholder support would be sought to support the success of the initiative. In addition, partnerships with foundations and other entities that would provide funding would be key to the successful implementation.

Currently, the City does not have the staff to implement the initiative, and a minimum of one full-time staff person is necessary to provide support to a new citizen committee, work with the school districts, conduct research and complete other required tasks. There may also be a need for additional consultants to complete the assessment, depending on the scope recommended by the citizens commission.

BUDGET IMPACT:

Grant funding will be required for this initiative to proceed. The estimated cost of salary and benefits for a full-time professional staff member at a sufficient skill level is approximately \$100,000. Meeting expense, mileage and cell phone allowance costs are estimated at \$6,700.

RECOMMENDATION:

This item is for discussion and direction.

ATTACHMENTS:

Description

[Proposal and presentation](#)

A FOR AVONDALE – STRATEGIC PLAN

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

Strategic Plan Proposal - <http://www.avondale.org/DocumentCenter/View/36008>

CM Sierra's Presentation - <http://www.avondale.org/DocumentCenter/View/36007>



CITY COUNCIL AGENDA

SUBJECT:
Periodic Investment Update

MEETING DATE:
4/6/2015

TO: Mayor and Council
FROM: Abbe Yacoben, Finance and Budget Director (623) 333-2011
THROUGH: David Fitzhugh, City Manager

PURPOSE:
The purpose of this work session item is to discuss the City's investment strategy, rate of return received compared with the State Treasurer's Local Government Investment Pool and to discuss investment strategies moving forward. This item is for information, discussion and possible direction to staff. No action is required.

BACKGROUND:
In 2009, Council authorized staff to reallocate some of the City's investments, in an effort to increase dividend income. On February 18, 2010, the City transferred \$30 million from the State Treasurers Local Government Investment Pool to the City's brokerage account.

Currently staff is managing over \$50 million of investments in U.S. Government Agencies and Treasuries, outside of the State Treasurers pool (see attachment A for a listing of the investments). Through December of 2014, the additional investment income realized, has been \$1.676 million more than it would have been if the funds had been invested in the LGIP.

During this past six month period, the return on investment has been 0.43%, or 43 basis points (86 basis points annually). If the City had invested in the LGIP, the average return would have been three basis points, or 0.03% (6 basis points annually).

DISCUSSION:
Staff has been actively investing now for almost five years, and this has allowed the City to earn almost \$1.7 million in additional investment income that would not have been possible in the LGIP Pool #7. Please see the table below for details on the account's performance for each fiscal year.

It is notable that as of June 30, 2014, the City's financial statements recorded an unrealized loss of \$152,251 which is not shown here as it was not realized. One of the inherent risks of investing over a longer duration (in this case three years) is that if the City sold the investment and interest rates were rising (and therefore prices were falling), the City could lose investment principal. The safeguard in this situation is the staff closely watches the City's cash flow needs, and typically, the City holds investments to maturity, to avoid realizing market losses.

**City of Avondale
Investment Income as of December 31st, 2014**

	Accrued Interest	Amortization of premium	Gain/loss on Sale	Total	LGIP Income	Excess Investment Income
FY 09-10	245,611	22,854	-	222,758	12,000	210,758
FY 10-11	589,633	107,197	(28,233)	454,204	32,250	421,954
FY 11-12	383,706	13,269	7,947	378,384	22,250	356,134
FY 12-13	291,978	78,237	121,097	334,838	32,500	302,338
FY 13-14	343,599	89,186	-	254,413	15,750	238,663
FY 14-15	185,761	29,896	1,430	157,295	11,250	146,045
FY 15-16						
	2,040,288	340,638	102,241	1,801,891	126,000	1,675,891

BUDGET IMPACT:
The income has a positive impact on the budget, as it is revenue that the City would not normally earn.

RECOMMENDATION:
Staff recommends to the Council that the City continue the conservative method of investing in United States Treasuries and agency notes and bills averaging three years in duration and in conformance with the City's cash flow needs and Investment Policy.

ATTACHMENTS:
Description
[List of Investments as of 1/31/2015](#)

City of Avondale
List of Investments Held as of 1/31/2015

<u>Investment Type</u>	<u>CUSIP</u>	<u>Purchase</u>	<u>FMV</u>	<u>Maturity</u>	<u><1 Year</u>	<u>>=1 Year</u>
		<u>Date</u>		<u>Date</u>		
Federal Farm Credit Banks Funding Corporation	3133EA5V6	11/1/2012	1,495,155	10/24/16	-	1,495,155
Federal Farm Credit Banks Funding Corporation	3133EA5A2	10/12/2012	1,995,100	10/18/17	-	1,995,100
Federal Farm Credit Banks Funding Corporation	3133EAVZ8	8/19/2014	325,020	06/27/18	-	325,020
			<u>3,815,275</u>		-	<u>3,815,275</u>
Federal Home Loan Bank	313381RE7	4/23/2013	3,993,320	01/30/18	-	3,993,320
Federal Home Loan Bank	3130A0F54	5/30/2014	501,730	12/18/17	-	501,730
Federal Home Loan Bank	313383QM6	6/3/2014	1,006,730	07/24/18	-	1,006,730
Federal Home Loan Bank	3130A3MJ0	12/18/2014	628,506	12/29/17	-	628,506
Federal Home Loan Bank	3130A3DR2	10/22/2014	1,500,840	05/13/20	-	1,500,840
			<u>7,631,126</u>		-	<u>7,631,126</u>
Federal Home Loan Mortgage Corp	3134G3M31	3/5/2013	4,024,000	09/27/17	-	4,024,000
			<u>4,024,000</u>		-	<u>4,024,000</u>
Federal National Mortgage Association	3136G0W80	10/12/2012	2,002,000	10/25/16	-	2,002,000
Federal National Mortgage Association	3136G04R9	11/1/2012	2,750,853	02/21/17	-	2,750,853
Federal National Mortgage Association	3135G0NH2	7/31/2012	3,988,040	08/23/17	-	3,988,040
Federal National Mortgage Association	3136G0Z61	10/18/2012	1,992,800	11/14/17	-	1,992,800
Federal National Mortgage Association	3135G0SW4	1/24/2013	3,092,715	12/27/17	-	3,092,715
Federal National Mortgage Association	3136G1FW4	4/18/2013	1,000,970	03/19/18	-	1,000,970
Federal National Mortgage Association	3136G13Q0	8/19/2014	300,234	12/26/17	-	300,234
			<u>15,127,612</u>		-	<u>15,127,612</u>
US Treasury Note	912828WP1	6/13/2014	35,241	06/15/17	-	35,241
US Treasury Note	912828VG2	10/7/2014	4,012,812	06/15/16	-	4,012,812
US Treasury Note	912828RX0	10/7/2014	3,022,734	12/31/16	-	3,022,734
US Treasury Note	912828SS0	12/3/2014	5,032,810	04/30/17	-	5,032,810
US Treasury Note	912828UU2	10/7/2014	2,984,766	03/31/18	-	2,984,766
US Treasury Note	912828UU2	12/3/2014	4,974,609	03/31/18	-	4,974,609
			<u>20,062,972</u>		-	<u>20,062,972</u>
			<u>50,660,984</u>		-	<u>50,660,984</u>



CITY COUNCIL AGENDA

SUBJECT:

Financial Transparency Initiative-OpenBooks

MEETING DATE:

4/6/2015

TO: Mayor and Council

FROM: Abbe Yacoben, Finance & Budget Director (623) 333-2011

THROUGH: David Fitzhugh, City Manager

PURPOSE:

The purpose of this item is to provide City Council with an update on the City's effort to increase transparency in government through use of the State of Arizona's hosted financial transparency website services, called OpenBooks.

BACKGROUND:

Arizona Revised Statute §41-725 requires that Arizona governments provide a searchable comprehensive database of revenues and expenditures that is accessible online by the public. The statute currently allows local governments to post a comprehensive annual financial report (CAFR) in lieu of the database if the report has been awarded a certificate of achievement for excellence in financial reporting from the Government Finance Officers Association. The City of Avondale has received this award for the past thirteen years and has posted its CAFR online since 2003.

The City of Avondale Finance and Budget Department (Finance) and Information Technology Department (IT) included a goal to provide a financial transparency website service as part of the Information Technology Strategic Work Plan for Fiscal Year 2015. The objectives defined were to support online public review of the City's financial expenditure data using a simple online tool; to keep costs and overhead of the service reasonable; and to periodically update the service throughout the year to form a historical set of annual expenditure data over time. Heading forward, the expenditure transparency efforts would feed into efforts for the City to also offer budget transparency and comparative trending online.

In October of 2014, the City entered into an interagency services agreement with the State of Arizona, Department of Administration to upload the City's expenditure and revenue transactions to the State of Arizona OpenBooks the State's official transparency website.

DISCUSSION:

Staff has tested and successfully uploaded revenue and expenditure data for fiscal year 2013-2014 and fiscal 2014-2015 year to date transactions. The City of Avondale's financial transactions are now available and searchable alongside data from the State of Arizona, a number of Arizona cities and towns as well as the largest counties in the State; Maricopa and Pima.

A link to the State's website is available from the City of Avondale website through the Open Government page as well as the City's Finance Department webpage. The site address is www.openbooks.az.gov

RECOMMENDATION:

This report is for information only.



CITY COUNCIL AGENDA

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

REGULAR MEETING

April 6, 2015

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 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Work Session of March 16, 2015
2. Regular Meeting of March 16, 2015

b. LIQUOR LICENSE TEMPORARY EXTENSION OF PREMISES - HILTON GARDEN INN

City Council will consider a request from Mr. Scott Biggar for a temporary extension of premises of a Series 11 Hotel/Motel Liquor License at the Hilton Garden Inn located 11460 W. Hilton Way in Avondale to be used in conjunction with the City's Out and About event on Friday, May 1st from 6 to 9 pm. Council will take appropriate action.

c. LIQUOR LICENSE - SERIES 12 RESTAURANT - 99 PUB & GRILL

City Council will consider a request by Douglas Witthus for approval of a Series 12 Restaurant License to sell all spirituous liquors at 99 Pub & Grill located at 965 E Van Buren St, Suites 124 and 125 in Avondale. Council will take appropriate action.

d. FINAL PLAT PARK 10 - APPLICATION PL-15-0036

City Council will consider a request by Mr. Tom Nord, Hunter Engineering, on behalf of Gunbo, LLC, for approval of a Final Plat concerning 21.43 net acres of property located at the southwest corner of 103rd Avenue and McDowell Road to divide the property into five lots, dedicate public rights-of-way for construction of infrastructure improvements to McDowell Road and 103rd Avenue, dedicate public utility easements to accommodate future utility improvements, dedicate a road right-of-way easement to accommodate construction of a bus pad and shelter, dedicate a vehicular non-access easement along the southern property line, and dedicate cross access, drainage and utility easements across the property for the benefit of future owners of each lot. The Council will take appropriate action.

e. MEMORANDUM OF UNDERSTANDING - CHILD TRAUMA COUNSELING SERVICES, LLC

City Council will consider a request to approve a Memorandum of Understanding with Child Trauma Counseling Services, LLC to provide trauma focused cognitive behavioral health counseling services in the West Valley for child victims between 0 and 18 years of age as well as their non-offending family members and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

f. COOPERATIVE PURCHASING AGREEMENT - CONNEY SAFETY PRODUCTS, LLC

City Council will consider a request to approve a Cooperative Purchasing Agreement with Conney Safety Products, LLC to provide safety products in an annual amount not to exceed \$22,000 with an option to renew for up to four (4) successive one-year terms and a maximum aggregate amount not to exceed \$110,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. COOPERATIVE PURCHASING AGREEMENT - NORTH AMERICAN LUBRICANTS COMPANY

City Council will consider a request to approve a Cooperative Purchasing Agreement with North American Lubricants Company to provide vehicle lubricants in an amount not to exceed \$8,000 for the initial term and an annual amount not to exceed \$30,000 with an option to renew for up to three (3) successive one-year terms and a maximum aggregate amount not to exceed \$98,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - DELL MARKETING LP

City Council will consider a request to approve the first amendment to the cooperative purchasing agreement with Dell Marketing LP for the purchase of replacement and specialized computers for departments not to exceed an aggregate total of \$790,880 through the end fiscal year 2016, and authorize the Mayor or City Manager and City Clerk to execute the agreement. The Council will take appropriate action.

i. FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - ARIZONA REFUSE SALES, LLC

City Council will consider a request to approve a First Amendment to the Cooperative Purchasing Agreement with Arizona Refuse Sales, LLC to extend the current contract for one year with an annual compensation of \$35,000 for an aggregate total of \$70,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The City Council will take the appropriate action.

j. PROFESSIONAL SERVICES AGREEMENT T.Y. LIN INTERNATIONAL, INC - 107TH AVE IMPROVEMENTS

City Council will consider a request to approve a Professional Services Agreement with T.Y. Lin International, Inc. to provide design services for the 107th Avenue - Roosevelt Street to Van Buren Street Project in the amount of \$149,669.63 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - LOGAN SIMPSON DESIGN, INC.

City Council will consider a request to approve the third amendment to the Professional Services Agreement with Logan Simpson Design, Inc. to provide preconstruction, construction administration and post-construction services for the Friendship Park renovation project in the amount not to exceed \$58,894 for the amended scope or \$368,048 for the entire renovation design project, and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 3243-415 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON FOR DETENTION SERVICES

City Council will consider a resolution authorizing an Intergovernmental Agreement with the City of Tolleson to provide detention services to the City of Tolleson for which the City of Tolleson will fund one full-time detention officer and pay a monthly stipend to the Avondale City Court for services provided and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. RESOLUTION 3244-415 - AUTHORIZING RENEWAL OF MEMBERSHIP IN THE ARIZONA METROPOLITAN TRUST

City Council will consider a request to adopt a resolution authorizing renewal of the City of Avondale's membership in the Arizona Metropolitan Trust to provide employee health insurance and other benefits. The Council will take the appropriate action.

n. RESOLUTION 3245-415 - ADOPTION OF COUNCIL GOALS FY 2015-16

City Council will consider a resolution establishing Council goals for fiscal year 2015-2016. The Council will take appropriate action.

o. ORDINANCE 1574-415 - ROW ACQUISITION AND PUE FOR INDIAN SPRINGS ROAD SOUTH OF THE GILA RIVER AT PIR

City Council will consider an ordinance accepting the acquisition of right-of-way and public utility easement on Indian Springs Road located south of the Gila River Bridge at Phoenix International Raceway, authorize the transfer of \$1,000 from CIP Water Fund Line Item 514-1057-00-8520 to CIP Water Fund Line Item 514-1139-00-8520, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents. The City Council will take appropriate action.

p. ORDINANCE 1575-415 - ACCEPTING VARIOUS WATER EASEMENTS

City Council will consider a request to adopt an ordinance accepting the dedication of various water easements at the Legacy Apartments and Newport Apartments to allow construction of new water metering facilities. City Council will take appropriate action.

q. ORDINANCE 1576-415 - ACCEPTING THE DEDICATION OF REAL PROPERTY FOR PUBLIC USE

City Council will consider an ordinance accepting the dedication of certain real property generally located along Pioneer Street at the southwest corner of 124th Avenue for use as public right-of-way and public utility easement, and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents. The Council will take appropriate action.

4 PUBLIC HEARING AND ORDINANCE 1577-415 - AMENDMENT TO ZONING ORDINANCE SECTION 6, PLANNED AREA DEVELOPMENT DISTRICT

City Council will hold a public hearing and consider an ordinance adopting a text amendment to the Avondale Zoning Ordinance Section 6, Planned Area Development District to increase the length of PAD extensions from 1 to 3 years, remove the limit on the number of extensions that may be granted by the City Council, and address the vesting requirements for PADs over 5 acres in size. The Council will take appropriate action.

5 2015-2019 CONSOLIDATED PLAN, 2015-2016 ANNUAL ACTION PLAN AND 2015 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

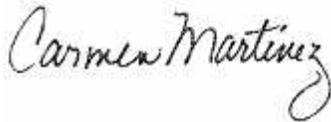
City Council will provide input regarding the 2015-2019 Consolidated Plan, the 2015-2016 Annual Action Plan, and the 2015-2019 Analysis of Impediments to Fair Housing Choice which together set goals for achieving housing and community development objectives over the next five years beginning with federal fiscal year 2015, recommended allocations for FY 2015-16 Community Development Block Grant and HOME funds and provide an evaluation of barriers to fair housing choice, to create a plan to affirmatively further fair housing. For information, discussion and direction.

6 EXECUTIVE SESSION

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

7 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.

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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:

Liquor License Temporary Extension of Premises
- Hilton Garden Inn

MEETING DATE:

4/6/2015

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

Staff is recommending approval of a request from Mr. Scott Biggar for a temporary extension of premises of a Series 11 Hotel/Motel Liquor License at the Hilton Garden Inn located 11460 W. Hilton Way in Avondale to be used in conjunction with the City's Out and About event on Friday, May 1st from 6 to 9 pm.

DISCUSSION:

Staff has received an application from Mr. Scott Biggar for a temporary extension of premises of the Series 11 Hotel/Motel liquor license at Hilton Garden Inn located at 11460 W Hilton Way in Avondale. The extension of premises will be used in conjunction with the City's Out and About event on Friday, May 1st from 6:00 to 9:00 pm.

This is a city sponsored event that will revolve around the theme of Cinco de Mayo. The event will feature live music and food vendors. Security will provided by private security and Avondale Police Department.

The Police, Fire, Planning and Finance Departments have reviewed the application and have recommended approval by the City Council.

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Scott Biggar for a temporary extension of premises of a Series 11 Hotel/Motel Liquor License at the Hilton Garden Inn located 11460 W. Hilton Way in Avondale to be used in conjunction with the City's Out and About event on Friday, May 1st from 6 to 9 pm.

ATTACHMENTS:

Description

[Application](#)

[Depar](#)

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

FOR DLLC USE ONLY

Date payment received:

____/____/____

CSR initials: _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

This application must be returned to the Department of Liquor
(Notice: Allow 30-45 days to process permanent change of premises)

Permanent change of area of service. **A NON-REFUNDABLE \$50 FEE WILL APPLY.** Specific purpose for change:

Temporary change for date(s) of: 05/01/15 through 05/01/15 List specific purpose for change:
Extension permit required for Cinco De Mayo celebration at existing facility.

1. Licensee's Name: BIGGAR SCOTT ROGER
Last First Middle

2. Mailing Address: _____
Street City State Zip

3. Business Name: Hilton Garden Inn License # 11073147

4. Business Address: 11460 W Hilton Way, Avondale AZ 85323
Street City State Zip

5. Contact phone: _____ Business phone: (623) 882-3351

6. Email: _____

7. Is extension of premises/patio complete?
 N/A Yes No if no, what is your estimated completion date? ____/____/____

8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No If yes, when does your Certificate expire? Date: 05/21/15

11. What security precautions will be taken to prevent liquor violations in the extended area?
City of Avondale will provide security, barriers, barrier restrictions, and staff to check identification

12. **IMPORTANT:** ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

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

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

➡ OBTAIN APPROVAL FROM LOCAL GOVERNING BODY BEFORE SUBMITTING TO THE DEPARTMENT ⬅

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

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

(Authorized Signature) (Title) (Agency) Date

I, Scott Roger Biggar, declare that I am the APPLICANT and, under penalty of perjury, making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X Scott Biggar GEN MGR 3/23/15 623-882-3351
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 3/23/15
Day Month Year

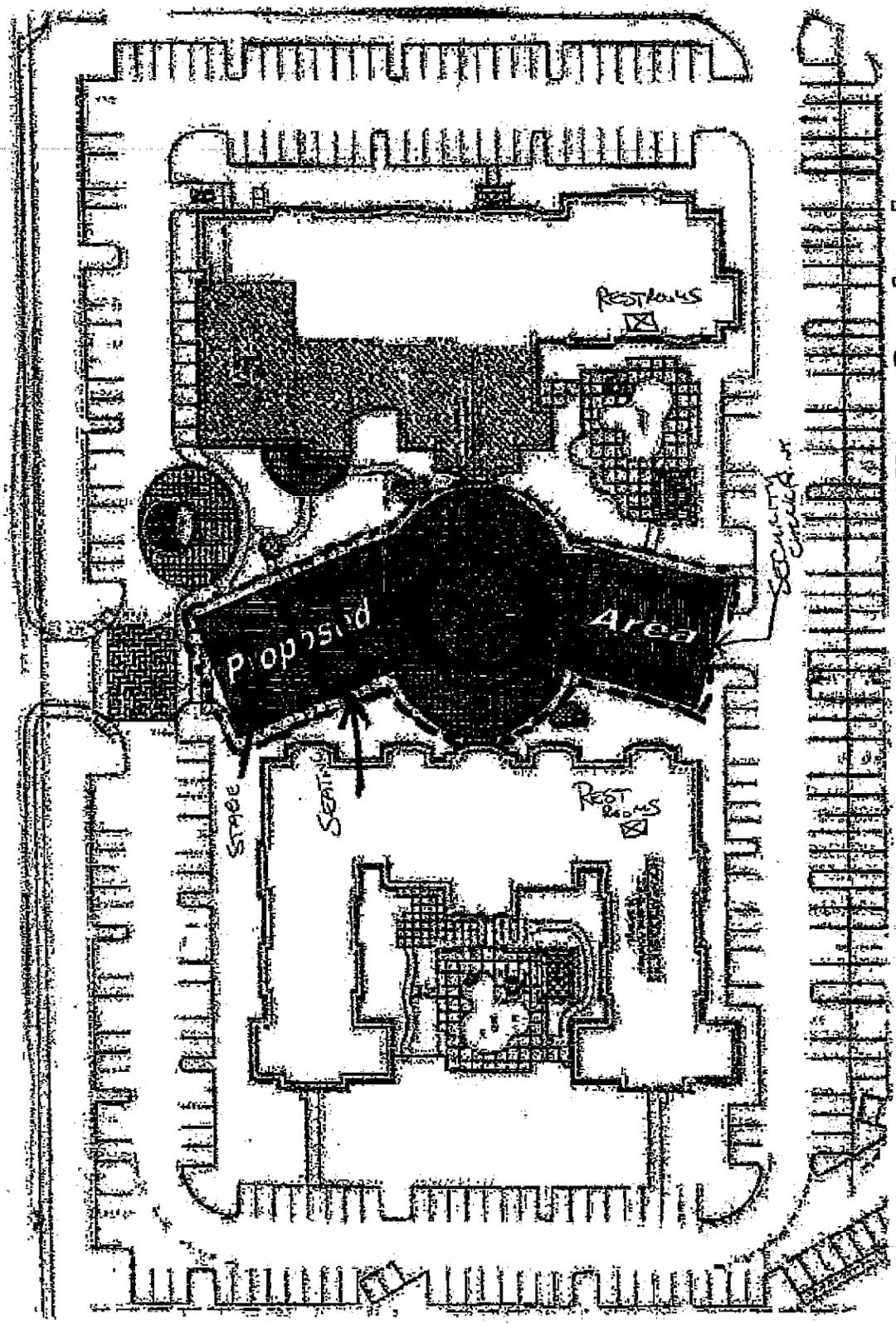
State Arizona County of Maricopa

My Commission Expires on: 3/9/16 Tracy Thompson
Date Signature of Notary Public

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

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





Hilton Garden Inn
 --- PRINCIPALS AND SECURITY

Homewood Suites

14 APR 14 11:47 AM 10:23

Arizona Department of Liquor Licenses and Control
800 West Washington 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
502-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate THIS Form
Certificates must be completed by a state-approved training course provider in black ink, on an original form.

Justin Gregory Hudson
Full Name (please print)

Justin Gregory Hudson
Signature

5-21-10
Training Completion Date

Type of Training Completed (check Yes or No)

- Yes No BASIC
- Yes No ON SALE
- Yes No MANAGEMENT
- Yes No OFF SALE
- Yes No BOTH
- Yes No OTHER

5-21-15
Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

If Trainee Is Employed By A Licensee

DH Ventures
Name of Licensee

Hill Country Inn
Business Name Great America Club

11073147
Liquor License #

Alcohol Training Program Provider Information

Discovery Detective Group and Academy

Company or Individual Name (please print)

6501 E Greenway Parkway #103-500

<u>Scottsdale</u>	<u>AZ</u>	<u>85254</u>	<u>(480)</u>	<u>951</u>	<u>6545</u>
City	State	Zip	Daytime Contact Phone #		

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

Jacque Bell

Name of Trainer (please print)

Jacque Bell
Trainer Signature

5-21-10
Date

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

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

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

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

14 PER 14 LTR. DEPT 111023



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: SCOTT ROGER BIGGAR

BUSINESS NAME: HILTON GARDEN INN,

EVENT ADDRESS: 11460 W. HILTON WAY

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

PURPOSE OF EVENT: CINCO DE MAYO CELEBRATION

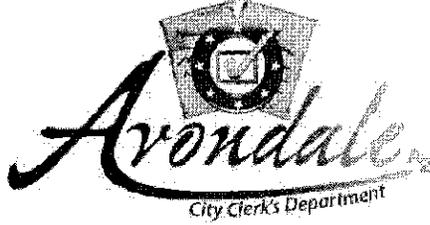
DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Jane J. Bantz
SIGNATURE
Fire Inspector
TITLE

3/24/2015
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **APRIL 6, 2015**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **MAR. 23, 2015**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: SCOTT ROGER BIGGAR

BUSINESS NAME: HILTON GARDEN INN

EVENT ADDRESS: 11460 W. HILTON WAY

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

PURPOSE OF EVENT: CINCO DE MAYO CELEBRATION

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



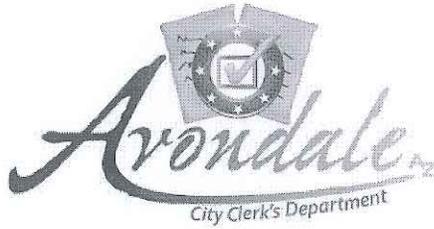
SIGNATURE
Chief Building Official

TITLE

3/23/15

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **APRIL 6, 2015**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **MAR. 23, 2015**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: SCOTT ROGER BIGGAR

BUSINESS NAME: HILTON GARDEN INN

EVENT ADDRESS: 11460 W. HILTON WAY

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

PURPOSE OF EVENT: CINCO DE MAYO CELEBRATION

DEPARTMENTAL COMMENTS:

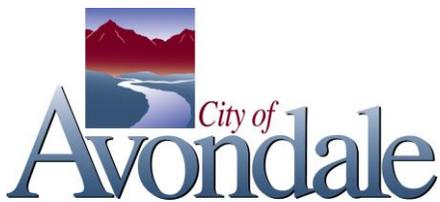
APPROVED

DENIED

Donna Foster
SIGNATURE
Zoning Specialist
TITLE

3/24/15
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 6, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAR. 23, 2015



DEVELOPMENT SERVICES

MEMORANDUM

DATE: March 24, 2015

TO: Carmen Martinez, City Clerk

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

SUBJECT: Extension of Premises Series – Cinco De Mayo Celebration
Hilton Garden Inn – 11460 W Hilton Way

The site is located on the southeast corner of Interstate 10 and Avondale Boulevard. The building is existing.

A temporary extension of premises is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Gateway Employment: Retail/Office/Hotel. The site is currently zoned Planned Area Development (PAD). A hotel is a permitted use within the PAD.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map

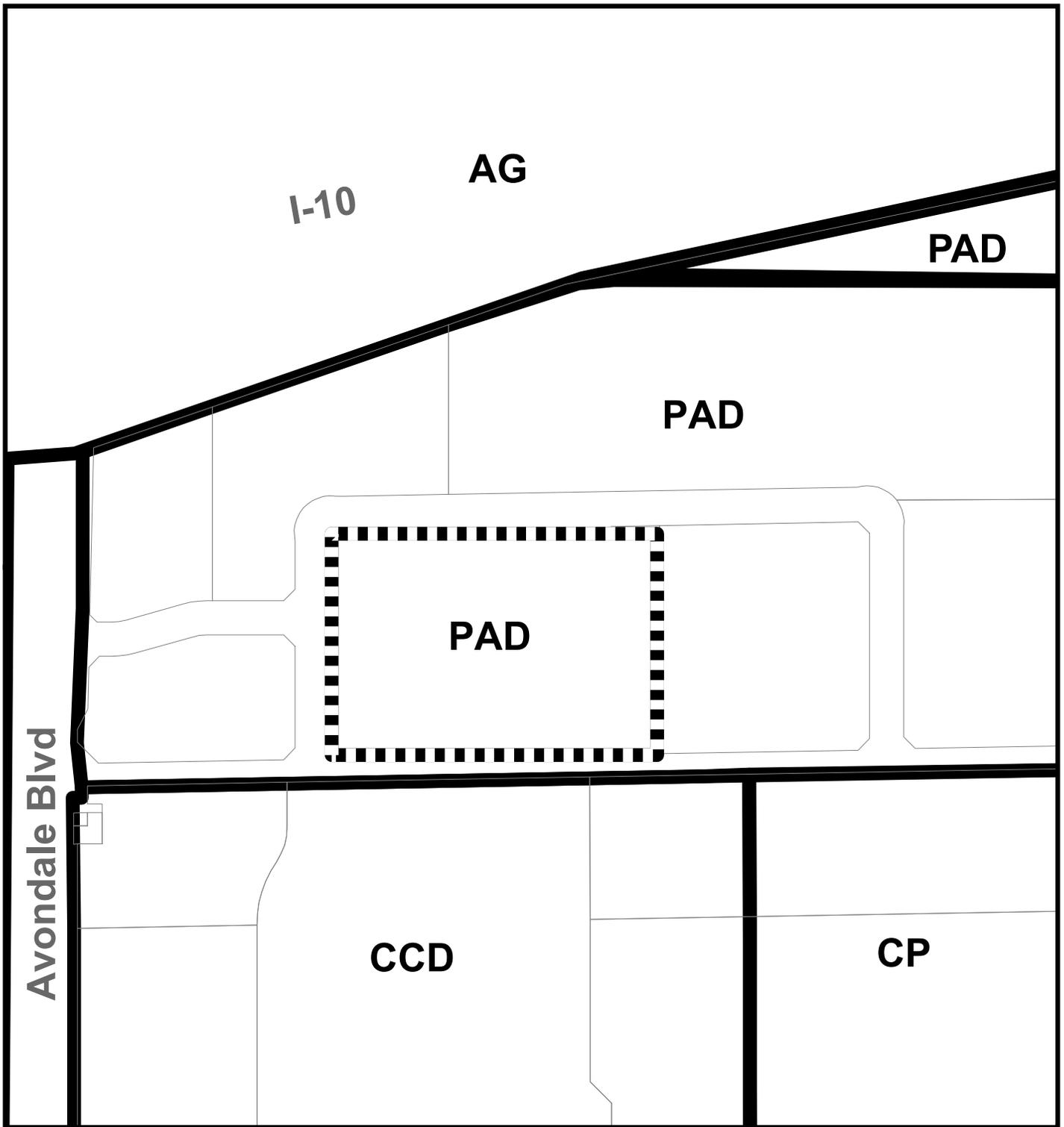


2014 Aerial Photograph



Subject Property





Zoning Vicinity Map



Avondale



Hilton Garden Inn





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: SCOTT ROGER BIGGAR

BUSINESS NAME: HILTON GARDEN INN

EVENT ADDRESS: 11460 W. HILTON WAY

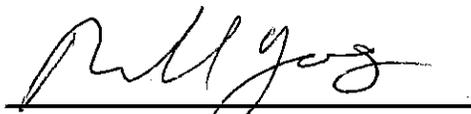
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: CINCO DE MAYO CELEBRATION

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

Tax Audit Supervisor

TITLE

3/23/15

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **APRIL 6, 2015**

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **MAR. 23, 2015**



CITY COUNCIL AGENDA

SUBJECT:

Liquor License - Series 12 Restaurant - 99 Pub & Grill

MEETING DATE:

4/6/2015

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 for a Series 12 Restaurant License to sell all spirituous liquors at 99 Pub & Grill located a 965 E Van Buren Street, Suites 124 and 125 in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for a Series 12 Restaurant license to sell all spirituous liquors from Mr. Douglas Witthus, 99 Pub & Grill, 965 East Van Buren Street, Suite 124 and 125, Avondale, Arizona. Mr. Wilthus is the new owner of this restaurant. The establishment has been previously licensed with the same license series under previous owners. This is a new license. The required fee of \$1,350.00 has been paid.

As required by state law and city ordinance, the application was posted for the required period of time starting March 17, 2015 and a notice was published in the West Valley View on March 27 and March 31, 2015. No comments were received. The Arizona Department of Liquor License and Control has accepted this application as submitted as complete.

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

RECOMMENDATION:

Staff is recommending approval of an application for a Series 12 Restaurant License to sell all spirituous liquors at 99 Pub & Grill located a 965 E Van Buren Street, Suites 124 and 125 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

15 APR 5 09 AM Dept #401

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):

1. Type of License(s): SERIES #12 1207A184
 2. Total fees attached: \$ Department Use Only
329⁰⁰

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. Witnus Douglas P1070743
(Insert one name ONLY to appear on license) Last First Middle A
- 2. Corp./Partnership/L.L.C.: DDV LLC B1054090
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: 99 Pub & Grill B1035603
(Exactly as it appears on the exterior of premises)
- 4. Principal Street Location: 965 E. Van Buren St. #124-125 Avondale, Maricopa
(Do not use PO Box Number) City County Zip 85323
- 5. Business Phone: 623-883-1222 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 _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY				
Fees:	<u>100⁰⁰</u> Application	<u>100⁰⁰</u> Interim Permit	<u>50⁰⁰</u> Site Inspection	<u>66⁰⁰ 713⁰⁰</u> Finger Prints \$
				<u>329⁰⁰</u> 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>CS</u>		Date: <u>3/6/13</u>		Lic. # <u>1207A184</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. 12077951
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, TRACY LEE CUSTAR (Print full name) 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.

State of Arizona County of Maricopa

X [Signature]
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: 7/31/2016



17 day of March 2015
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"/>								

) 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#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 12077951

Issue Date: 7/2/2009

Issued To:
TRACY LEE CUSTAR, Agent
TLC1966 LLC, Owner

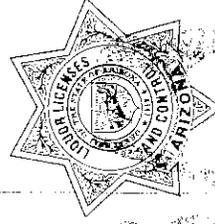
Location:
SCREWBALLS WINGS PIZZA & THINGS
965 E VAN BUREN ST #124-125
AVONDALE, AZ 85323

Restaurant

Mailing Address:

TRACY LEE CUSTAR
TLC1966 LLC
SCREWBALLS WINGS PIZZA & THINGS
965 E VAN BUREN ST #124-125
AVONDALE, AZ 85323

Expiration Date: 3/31/2015



POST THIS LICENSE IN A CONSPICUOUS PLACE

EXPIRES 3/31/2015

15 APR 6 11 48 AM '09

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.: DDV LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 2-26-2015 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: h-1987352-7 Date authorized to do business in AZ: 3/6/2015
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
Witthius	Douglas	A	MANAGE-MEMBER	[REDACTED]	[REDACTED]
Valles	Donna	M	Manage member	[REDACTED]	[REDACTED]
Valles	Vincent			[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
Witthius	Douglas	A	90%		
Valles	Donna	M	10%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

SECTION 11 Person to Person Transfer:

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

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

15 APR 6 11:49 AM 431

(Signature of CURRENT LICENSEE)

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

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

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

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

1. Current Business: 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? _____

15 MAR 6 11 AM Dept #11

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: 3800 ft. Name of school Aqua Fria Union High School
Address 530 E. Ritey Dr. Avondale, AZ 85323
City, State, Zip

2. Distance to nearest church: 4000 ft. Name of church First Southern Baptist Church
Address 1001 N. Central Ave, Avondale, AZ
City, State, Zip 85323

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

4. If the premises is leased give lessors: Name MPB Realty Services
Address 1450 E. Indian School Rd Ste 104, Phoenix, AZ
City, State, Zip 85014

4a. Monthly rental/lease rate \$ 4400 What is the remaining length of the lease 5 yrs. 4 mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Balance of Lease
(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)? Full Service 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 # 12077951 (exactly as it appears on license) Name Tracy Lee Custer

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:
Custer Tracy Lee and license #: 12077951
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.

Dawgla Withers
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.

DW
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 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.

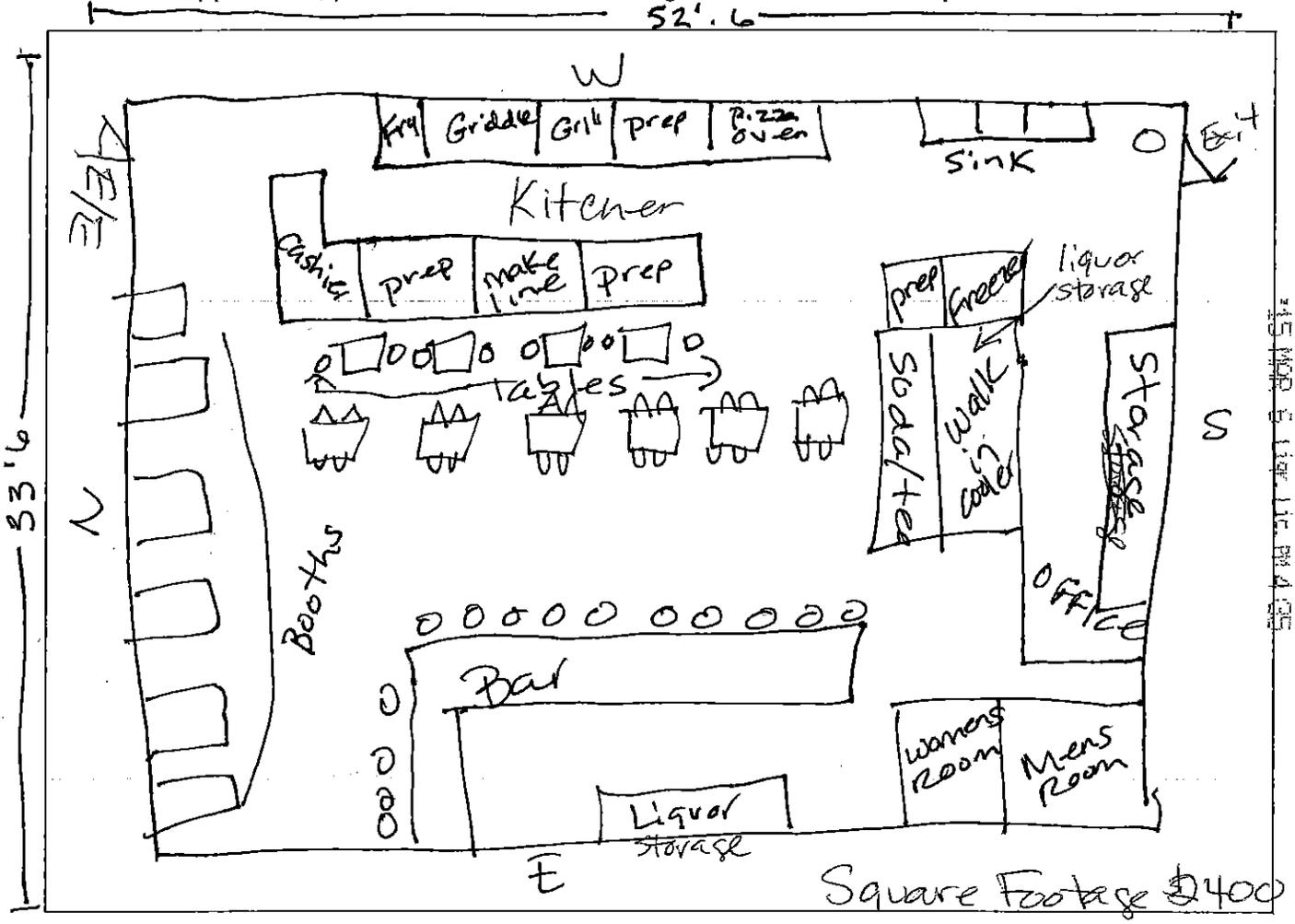
DAW
applicants initials

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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 ↑.

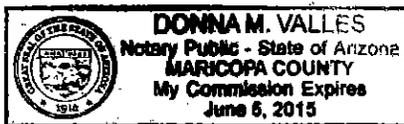
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, DOUGLAS WITTHUS, 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 Douglas Witthus
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 6th of March 2015

Donna M. Valles
signature of NOTARY PUBLIC

My commission expires on: 5 6 2015
Day Month Year

Made Here PIZZAS

SIZES	8"	14"	16"
Cheese	\$6.99	\$12.49	\$14.49
ADDITIONAL TOPPINGS FOR CHEESE PIZZAS -	\$1.09	\$1.89	\$2.19
<i>Bacon, Beef, Black Olives, Canadian Bacon, Cheddar Cheese, Extra Cheese, Green Peppers, Jalapenos, Mushrooms, Onions, Pineapple, Pepperoni, Sausage & Tomatos</i>			
Around the Horn - Canadian Bacon, Pineapple & Extra Cheese	\$8.99	\$15.99	\$17.99
Artificial Turf - Black Olives, Green Peppers, Mushrooms & Onions	\$8.99	\$15.99	\$17.99
Bases Loaded - Bacon, Beef, Canadian Bacon, Pepperoni & Sausage	\$9.99	\$16.99	\$18.99
Double Header - Double Pepperoni & Extra Cheese	\$8.99	\$15.99	\$17.99
Grand Slam - Bacon, Beef, Black Olives, Canadian Bacon, Extra Cheese, Green Peppers, Mushrooms, Pepperoni, Onions & Sausage	\$9.99	\$17.99	\$19.99
Switch Hitter - Green Peppers, Mushrooms, Onions, Pepperoni & Sausage	\$9.99	\$16.99	\$18.99
Triple Play - Bacon, Beef & Cheddar Cheese	\$8.99	\$15.99	\$17.99

SANDWICHES AND MORE (served with fries or dinner salad)

Chicken Cordon Bleu Sandwich - \$7.99
Fried Chicken breast with lettuce, Canadian Bacon, Mozzarella Cheese & our Honey Mustard sauce

Fish Sandwich - Deep fried Cod filet .. \$6.99
with Tartar

Hamburger - Tell us what you want on . \$5.99
it. Bacon/Cheese \$0.49 each. Extra patty \$1.99

10" Calzone - 3 toppings of your \$8.99
choice included (side not included)

Chicken Sandwich - Tell us what you ... \$6.99
want on it

Corn Dogs - Two deep fried State \$5.99
Fair brand Corn Dogs

Fish & Chips - Two pieces of deep \$8.99
fried Cod filets served with Tartar

Other available toppings (free) - Tomatos, Onions, Jalapenos, Lettuce, Tartar Sauce & Mayo. Bacon/Cheese \$0.49 each. Extra Cod/Corn Dog \$1.99 each

APPETIZERS SALADS SIDES

Buffalo Chicken Salad - Generous \$9.99
portion mixed with our fried chicken
breast covered in hot or mild buffalo
sauce. Choice of Ranch or Bleu
Cheese dressing

Breadsticks - Oven cooked and \$5.99
brushed with garlic butter spread.
Choice of Marinara or Ranch
dressing

Fresh cut fries - One pound of fresh \$4.29
cut fries

Mozzarella sticks - (6) Choice of \$5.99
Marinara or Ranch dressing

Zucchini bites - (12) Choice of \$5.99
Marinara or Ranch dressing

Chips and Salsa \$3.49

Nachos - Topped with cheese sauce, \$5.99
jalapeños, tomatos, and black olives

Pretzels - (2) Lightly salted 5 inch \$5.99
pretzels. Served with nacho cheese
sauce

Dinner Salad - Choice of Ranch or \$4.99
Bleu Cheese dressing

Caesar Salad - Generous portion \$7.99
mixed with Caesar dressing and
Parmesan cheese

Cheese bread - Our Breadsticks \$6.99
topped with Mozzarella and Cheddar
Cheese. Choice of Marinara or
Ranch dressing

Loaded fresh cut fries - One pound of .. \$6.49
our fresh cut fries topped with
Bacon, Nacho Cheese and Jalapenos

Pepper Jack Mac & cheese bites - \$5.99
(12) Choice of Marinara or Ranch
dressing

Extra Celery (8) \$0.99

Extra Ranch, Bleu Cheese or Caesar ... \$0.49
Dressing

OUR AMAZING CHICKEN WINGS

6 Bone in wings - BBQ, Honey BBQ, Spicy BBQ, Chipotle, Honey Chipotle, Mild, Hot, \$5.99
Honey Hot, Lemon Pepper, Garlic Parmesan, Spicy Garlic Parmesan & Honey Mustard.
Served with Ranch or Bleu Cheese Dressing & Celery. BONELESS AVAILABLE FOR NO
ADDITIONAL CHARGE

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 # 1207A184

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

Grill	Imperial 2 burner/flat top 24x36
Oven	Bofi x1+ - 3240 - TS
Freezer	Cold tech Reach in Freezer CFD-3E
Refrigerator	Amerikoder walk in cooler 9x9
Sink	2 4/3 bin sinks (1 kitchen) (1 bar)
Dish Washing Facilities	stainless 3 bin sink
Food Preparation Counter (Dimensions)	6-foot prep table 4 foot prep table
Other	4 basket fryer (tri-star)

2. Print the name of your restaurant: 99 PUB AND GRILL

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) [75]
- b. Bar area of your premises [+ 20]
- c. Total area of your premises [95]

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 15 % No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 75 %

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

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).

12 T.V-S. 2 pool tables, juke box

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

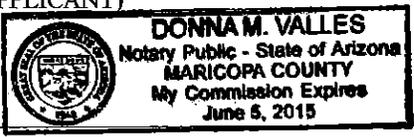
10. Use space below or attach a list of employee positions and their duties to fully staff your business.

manager - manage Restaurant
3 Bartenders
2 Servers
4 cooks

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I, Douglas Wittus, 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 Douglas Wittus State of AZ County of Maricopa
(Signature of APPLICANT) The foregoing instrument was acknowledged before me this



6th day of March, 2015.
Day of Month Month Year

My commission expires on::

Donna M Valles
(Signature of NOTARY PUBLIC)

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:

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

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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.

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I, DOUGLAS A WITTHUS have read and fully
Print Full Name (first, middle, last)
understand all aspects of this statement.

Douglas A. Witthus
Signature of Licensee

Notary

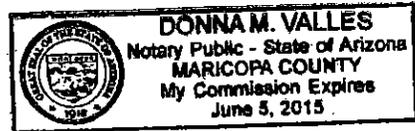
State of AZ County of Maricopa
State County

The foregoing instrument was acknowledged before me this

10th day of March, 2015
Day Month Year

My Commission Expires on: 5 6 2015
Day Month Year

Donna M. Valles
Signature of Notary



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

AZ CORPORATION COMMISSION
FILED

AZ CORPORATION COMMISSION
FILED

AZ Corp. Commission
04954666

FEB 16 2015

MAR 04 2015

FILE NO. L-1989352-7

FILE NO. L-1989352-7

ARTICLES OF ORGANIZATION

Read the Instructions *LLC101*

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 *LLC101* for full naming requirements - give the exact name of the LLC:
DDV, 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 (e.g., law firm, accounting, medical):

4. **STATUTORY AGENT for service of process** - see Instructions *LLC101*

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):	
<u>Donna Valles</u>			
Address 1:		Address 1:	
Address 2 (optional):		Address 2 (optional):	
City:		City:	
State:		State:	
Zip:		Zip:	
AZ		AZ	

4.3 **REQUIRED** - the Statutory Agent Acceptance form MMS2 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:

Address 1:		Address 1:	
<u>4165 E. Van Buren - Suite 123-124, 125</u>			
Address 2 (optional):		Address 2 (optional):	
City:		City:	
State:		State:	
AZ		AZ	
Zip:		Zip:	
85323		85323	

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License
Form 2014

Arizona Corporation Commission - Corporation Department
Form 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 1010 - 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 1040. (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 1010 - 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 1041. (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:

Donna Valles

Signature

2/26/15

Date

Donna Valles

Printed Name (if different from Organizer)

Filing Fee: \$50.00 (regular processing) Expedited processing - add \$25.00 to filing fee. All fees are non-refundable - see Instructions.	Mail: Arizona Corporation Commission Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-8100
--	--

Please be advised that A.C.C. fees apply only for additional services required by statute. You should seek advice from an attorney for those matters that may pertain to the technical aspects of your business. All documents filed with the Arizona Corporation Commission are public records and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-8100 or (outside Arizona only) 800-354-3834.

ARIZONA
Mar 2014

Arizona Corporation Commission - Corporate Filings
Page 2 of 2

15 MAR 6 10:14 AM 4 05

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

MANAGER STRUCTURE ATTACHMENT

1. **ENTITY NAME** – give the exact name of the LLC (foreign LLCs – give name in domestic state or country):

BDV, LLC

2. **A.C.C. FILE NUMBER** (if known):

Find the A.C.C. file number on the upper corner of the document OR in our website at: <http://images.azcc.gov/scripts/cgicomm.asp>

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

Name: <u>Douglas Withins</u>		Name: <u>Donna Valles</u>	
Address 1: [REDACTED]		Address 1: [REDACTED]	
City: [REDACTED]		City: [REDACTED]	
State: [REDACTED]		State: [REDACTED]	
Country: [REDACTED]		Country: [REDACTED]	
Role: <input checked="" type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member		Role: <input checked="" type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member	
Manager: <input checked="" type="checkbox"/>		Manager: <input checked="" type="checkbox"/>	
Address 2 (optional): [REDACTED]		Address 2 (optional): [REDACTED]	
City: [REDACTED]		City: [REDACTED]	
State: [REDACTED]		State: [REDACTED]	
Country: [REDACTED]		Country: [REDACTED]	
Role: <input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member		Role: <input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member	
Manager: <input type="checkbox"/>		Manager: <input type="checkbox"/>	
Address 3 (optional): [REDACTED]		Address 3 (optional): [REDACTED]	
City: [REDACTED]		City: [REDACTED]	
State: [REDACTED]		State: [REDACTED]	
Country: [REDACTED]		Country: [REDACTED]	
Role: <input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member		Role: <input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member	
Manager: <input type="checkbox"/>		Manager: <input type="checkbox"/>	

15 MAR 6 11P, LLC PM 4 06

ISSUE: Rev. 03/14

Arizona Corporation Commission – Organization Division Page 1 of 2

DO NOT WRITE ABOVE THIS LINE, SIGNING BELOW THE LINE.

STATUTORY AGENT ACCEPTANCE

Please read Instructions 100021

- 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):

DDV, LLC

- 2. 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** - this 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:

Donna Valles

- 3. STATUTORY AGENT SIGNATURE:**

By the signature appearing below, the individual or entity named in number 2 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.

Donna Valles Donna Valles 2/26/14

REQUIREMENTS - check only one:

<input checked="" type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual (natural person) named as statutory agent.	<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 - not applicable. All fees are non-refundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Phone: 602-542-4180
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Please be advised that A.C.C. fees reflect only the minimum provisions required by statute. You should seek private legal counsel for more complete fee filing parties by the individual needs of your business.
All documents filed with the Arizona Corporation Commission that publicly record and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-4180 or e-mail: arizona@azcc.gov or arizona@azcc.gov

AR000008
Form 10021

Arizona Corporation Commission - Department of Business
Page 2 of 4

15 MAR 6 10:41 AM '14

OPERATING AGREEMENT

I DOUGLAS A WITTHUS AM MANAGEMENT MEMBER
OF DDV, LLC CONTROLLING 90% Douglas A. Witthus
I, Donna Valles am management member of
DDV, LLC controlling 10%

Donna Valles Douglas A. Witthus

Manager member
3/6/15

MANAGER MEMBER
3/6/15

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

P1070743

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 #

1207A 184

(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. Controlling Person or Agent must complete #21

2. Name: WITTHUS DOUGLAS A Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

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

4. Place of Birth: WALTHAM MA USA Height: 6'3" Weight: 300 Eyes: BLU Hair: GREY
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: WITTHUS BEVERLY J. BAMFORD 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? AZ 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: 99 PUB AND GRILL Premises Phone: 623-882-1222

11. Physical Location of Licensed Premises Address: 965 E VAN BUREN ST #124-125 AVONDALE AZ 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)
12/10/13	CURRENT	OWNER RESTAURANT BAR	PUBLIC HOUSE GARAGE, 4855 E. WARNER RD. PHOENIX AZ
2/1975	12/10/13	RETIRED	[REDACTED]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (if rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
5/2007	CURRENT	OWN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5/2007	5/2007					

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? 8, 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

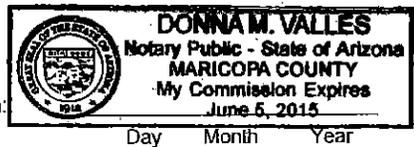
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, DOUGLAS WITTHUS, 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.

Douglas Withtus
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
6th day of March, 2015
Month Year



My commission expires on: _____
Day Month Year

Donna M. Valles
(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

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

15 MAR 6 6:41 PM '15

#19

I DOUGLAS WITTHUS HAVE BEEN OWNER MANAGER OF THE RESTAURANT BAR CALLED PUBLIC HOUSE GARAGE LOCATED AT 4855 E. WARNER RD. PHOENIX AZ, FOR THE LAST YEAR TO PRESENT, DEC 10, 2013 - PRESENT. LIQUOR LICENCE #12078648 PLEASE CANCEL THIS LICENCE.

THANK YOU

Douglas Witthus

#17
#18

IN NOV of 2014 LATE FEES FOR TAXES OWED WERE PAID IN FULL, LICENCE WAS NEVER REVOKED OR FINED.

Douglas A. Witthus
3/6/15

15 MAR 8 11AM LIC. PM 4 36

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

**Certificate of Completion
For
Title 4 BASIC 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.

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

DOUGLAS WITTHUS
Full Name (please print)

Douglas Witthus
Signature

12/16/13
Training Completion Date

12/19/16
Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC - Arizona Business Council for Alcohol Education

Company Name

77 East Columbus, Suite 102, Phoenix, Arizona 85012

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, Jesus Altamirano, Instructor Name (please print), 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).

Jesus Altamirano
Instructor Signature

12 / 18 / 13
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.

15 MAR 6 11:41 PM '14

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

DOUGLAS WILTS
Full Name (please print)

Douglas Wilts
Signature

12/18/13
Training Completion Date

12/18/16
Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education

Company Name

77 East Columbus, Suite 102, Phoenix, Arizona 85012

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, Jesus Altamirano, 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).

Jesus Altamirano
Instructor Signature

12-18-13
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.

15 MAR 6 10am, Lic. PM 4:07

15 MAR 6 11:47 AM 4 37

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

P1073392

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 #

1207A184

(If the location is currently licensed)

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

2. Name: Valles Donna Marie Date of Birth: [Redacted] (NOT a Public Record)

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

4. Place of Birth: Winchester MA USA Height: 5'4 Weight: 160 Eyes: Blue Hair: Blonde

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: Valles Vincent Date of Birth: [Redacted] (List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: [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: 965 E Van Buren St. Premises Phone: 623-882-1222

11. Physical Location of Licensed Premises Address: 965 E Van Buren St. #124-125 Avondale Maricopa Zip 85323

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)
6/10	CURRENT	unemployed	[Redacted]
			[Redacted]
			[Redacted]

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
2/10	CURRENT	Own	[Redacted]	[Redacted]	[Redacted]	[Redacted]
6/10	2/12	Rent	[Redacted]	[Redacted]	[Redacted]	[Redacted]
5/09	6/10	Rent	[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? 8, 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 convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/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? 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

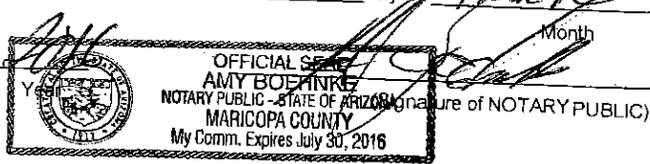
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Donna M. Valles, 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 Donna M. Valles
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
6 day of March, 2015
Month Year

My commission expires on: 30 7
Day Month



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

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

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

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

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

15 MAR 6 11:41 AM '15

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

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

Donna Valles

Full Name (please print)

Donna Valles

Signature

March 30, 2015

Training Completion Date

March 30, 2018

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com

Company Name

4554 East Camp Lowell Drive, Tucson, AZ 85712

Mailing Address

(520) 235-5684

Daytime Contact Phone Number

AMENDMENT

KEVIN A. KRAMER (ON-LINE)

Instructor Name (please print)

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 including 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

30 / 03 / 2015

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training:

- owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
- licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

State Microbrewery (series 3)
Beverage (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.

Agent 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.

15 MAR 31 09:15:00 AM '15

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

Donna Valles

Full Name (please print)

Donna Valles

Signature

March 30, 2015

Training Completion Date

March 30, 2018

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com

Company Name

4554 East Camp Lowell Drive, Tucson, AZ 85712

Mailing Address

(520) 235-5684

Daytime Contact Phone Number

AMENDMENT

KEVIN A. KRAMBER (ON LINE)

Instructor Name (please print)

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).

[Signature]

Instructor Signature

30 / 03 / 2015

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

State Microbrewery (series 3)
Inn/Innkeeper (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.

Agent questionnaires (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.

3/11/2013

Received Time Mar. 31, 2015 8:31AM No. 5350

15 MAR 31 11:41 AM '15

15 MAR 6 11:47 AM '07

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

P1073393

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 #

1207A184

(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

2. Name: VALLES VINCENT Date of Birth: [REDACTED] (NOT a Public Record)

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

4. Place of Birth: Los Angeles CA USA Height: 5'6 Weight: 180 Eyes: BRN Hair: BRN

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: VALLES DONNA MAE Date of Birth: [REDACTED] (List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ 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: ~~DDN LLC~~ 99 Pub & Grill Premises Phone: 603-882-1222

11. Physical Location of Licensed Premises Address: 965 E. Van Buren St. #124-125 Avondale Maricopa Zip 85323

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)
12/13	CURRENT	Gen Manager	Public House Garage Bar 4555 E Warner Phoenix, 85044
1-12	12/13	Garage Tech	Smokys Garage Door 15420 N. 67th Ave Glendale, AZ 85306
1/10	1/12	Reroof America	Reroof America 5205 W. Montebello Ave Glendale, AZ 85301

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	City	State	Zip
2/12	CURRENT	Own	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8/10	8/12	Rent	[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? _____, 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

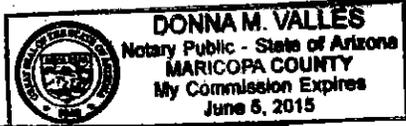
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

15 MAR 6 11:47 AM '15
Lic. # 437

20. I, Vincent Valles, 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 Vincent Valles
(Signature of Applicant)

State of AZ County of Maricopa



The foregoing instrument was acknowledged before me this
6th day of March, 2015
Month Year

Donna M. Valles
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

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

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

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this

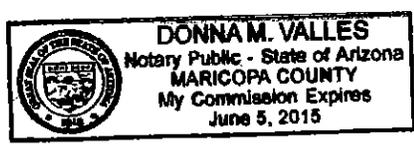
x Douglas A. Wittkus
Signature of Controlling Person or Agent (circle one)

6th day of March, 2015
Month Year

DOUGLAS A WITTHUS
Print Name

Donna M. Valles
(Signature of NOTARY PUBLIC)

My commission expires on: 5 6 2015
Day Month Year



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.

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

Student Information

VALENT VALLER
Full Name (Please print)

Valent Valler
Signature

12/18/13 * 1912 * 12/18/16
Training Completion Date Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education

Company Name
77 East Columbus, Suite 102, Phoenix, Arizona 85012
Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, Jesus Altamirano, 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).

Jesus Altamirano 12/18/13
Instructor Signature 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.

15 MAR 6 11:41 AM '16



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12-RESTAURANT

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: DOUGLAS A. WITTHUS

ORGANIZATIONS NAME: 99 PUB & GRILL

ADDRESS: 965 E. VAN BUREN STREET # 124-125

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

Police Chief

TITLE

3/17/15
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 6, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 23, 2015



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12-RESTAURANT

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: DOUGLAS A. WITTHUS

ORGANIZATIONS NAME: 99 PUB & GRILL

ADDRESS: 965 E. VAN BUREN STREET # 124-125

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Jane Y. Gomez

SIGNATURE

3/16/15

DATE

Fire Inspector

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 6, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 23, 2015



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12-RESTAURANT

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: DOUGLAS A. WITTHUS

ORGANIZATIONS NAME: 99 PUB & GRILL

ADDRESS: 965 E. VAN BUREN STREET # 124-125

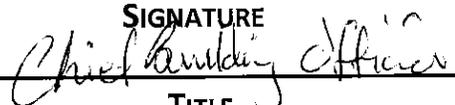
CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



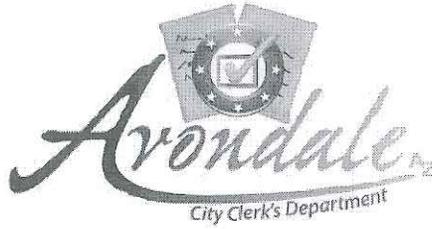
SIGNATURE


TITLE

3/16/15

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 6, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 23, 2015



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12-RESTAURANT

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: DOUGLAS A. WITTHUS

ORGANIZATIONS NAME: 99 PUB & GRILL

ADDRESS: 965 E. VAN BUREN STREET # 124-125

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Jonnie Foster 3/17/15
SIGNATURE DATE

Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 6, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 23, 2015



Development Services & Engineering Department

DATE: March 17, 2015

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Interim/New Series 12 Liquor License
99 Pub & Grill
965 E Van Buren St, Ste 124-125

The site is generally located at the southwest corner of Dysart Road and Eliseo C. Felix Jr Way. 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. The subject property is zoned Community Commercial District (C-2). A restaurant is a permitted use within the C-2 zoning district.

Attachment: Aerial Photography
Zoning Vicinity Map



Van Buren St

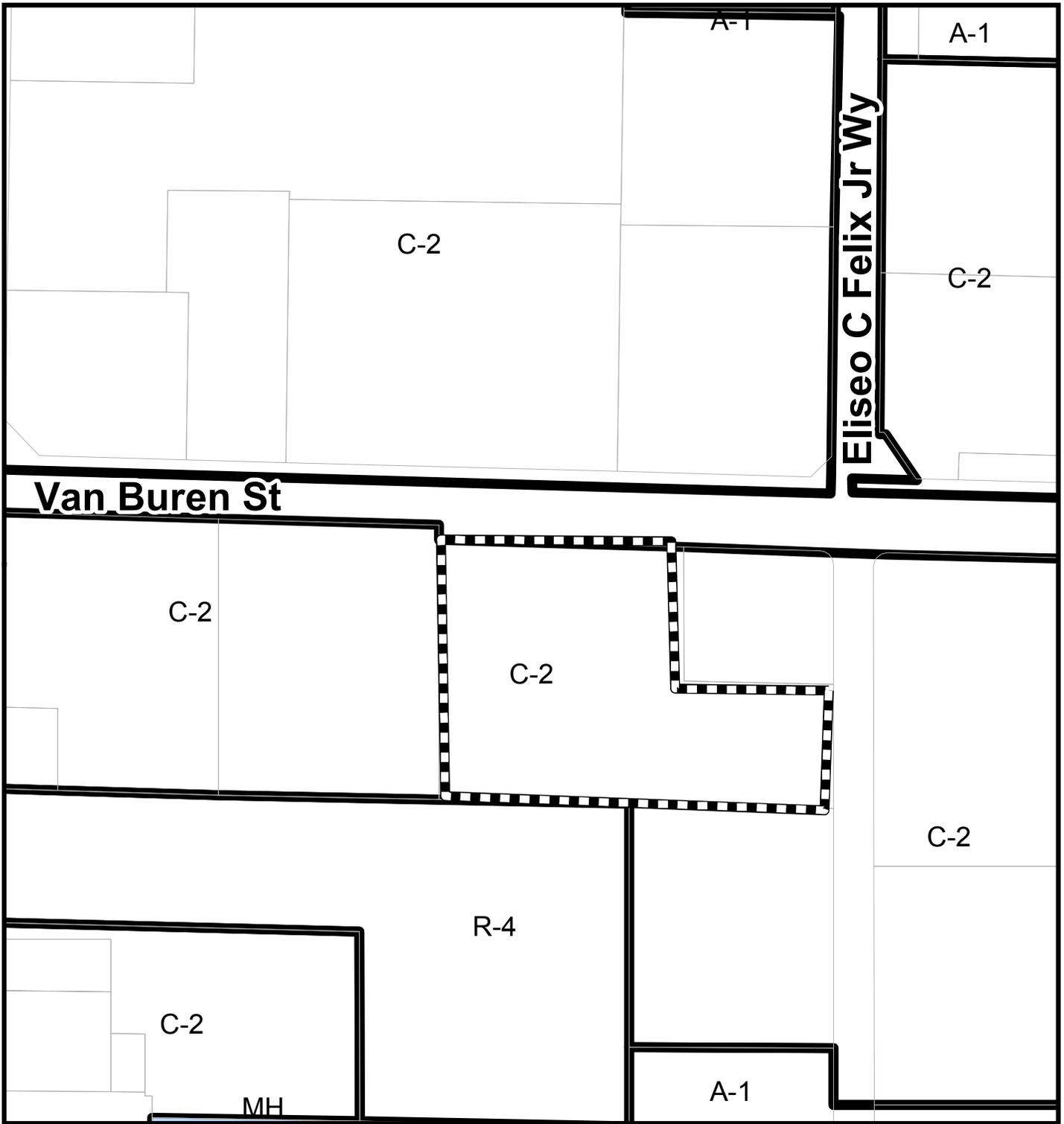
Eliseo C Felix Jr Wy

Aerial Photograph



99 Pub & Grill





Zoning Vicinity Map



99 Pub & Grill





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12-RESTAURANT

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: DOUGLAS A. WITTHUS

ORGANIZATIONS NAME: 99 PUB & GRILL

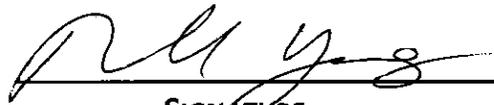
ADDRESS: 965 E. VAN BUREN STREET # 124-125

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

Tax Audit Supervisor

TITLE

3/16/15

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 6, 2015

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 23, 2015

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: MARCH 17, 2015

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, APRIL 6, 2015
AT 7:00 PM.

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

****SERIES 12: RESTAURANT
LICENSE TO SELL ALL SPIRITUOUS LIQUOR****

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:

**99 Pub & Grill
965 E. Van Buren St. #124-125
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.

17.03.2015 03:27

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

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Section 1. This application is for a:
 NEW LICENSE Complete Sections 2, 3, 4, 12, 14, 15, 16
 LICENSE TRANSFER Complete Sections 2, 3, 4, 12, 14, 15, 16
 PERSON TRANSFER (Share & Lease) (Form 208-1)
Complete Sections 2, 3, 4, 12, 14, 15, 16
 LOCATION TRANSFER (Share and Lease) (Form 208-1)
Complete Sections 2, 3, 4, 12, 14, 15, 16
 PROBATIONARY ASSIGNMENT (Form 208-1)
Complete Sections 2, 3, 4, 12, 14, 15, 16
 GOVERNMENT Complete Sections 2, 3, 4, 12, 14, 16

SECTION 2 Type of ownership:
 I.T.W.O.S. Complete Section 6
 PARTNERSHIP Complete Section 6
 PARTNERSHIP Complete Section 6
 LIMITED LIABILITY CO. Complete Section 7
 S.C.R.L. Complete Section 8
 GOVERNMENT Complete Section 9
 TRUST Complete Section 8
 OTHER (Specify)

SECTION 3 Type of license and fees. LICENSE No. 1267A184
1. Type of License RESTAURANT 2. Total fees attached 2079.23

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 45-682 will be charged for all disbursed checks.

SECTION 4 Applicant
1. Owner/Partner's Name William Douglas 1070743
2. Corp./Partnership, L.L.C. DDN LLC 8105498
3. Business Name 99 Pub & Grill 81054005
4. Principal Street Location 965 E. Van Buren St #124-125 Avondale Maricopa
5. Business Phone 623-888-1200 (Phone) 602-542-9789 (Fax)
6. Is the business located within the incorporated limits of the above city or town? YES (City) AVONDALE (Town)
7. Mailing Address _____
8. Price paid for license only (tax, base and fees, or liquor alone) Type _____ No. _____

DEPARTMENT USE ONLY
From Application 100 Fee Paid 50 State Inspection 150 Total 300
Finger Print 0 Fee Paid 0 State Inspection 150 Total 150

In Arizona Division of Licensing & Admin Status For State Benefits complete? NO YES NO NO
Approved by CS Date 3/16/15 No. 1267A184

***Should individuals requiring special accommodation, please call (602) 542-9327.

SCREWBALLS

PIZZA & SPIRITS

17.03.2015 03:27

PURE
Budweiser
LIFE IS
LIFE

Budweiser
KING OF BEERS

Budweiser
KING OF BEERS

Chicks

124

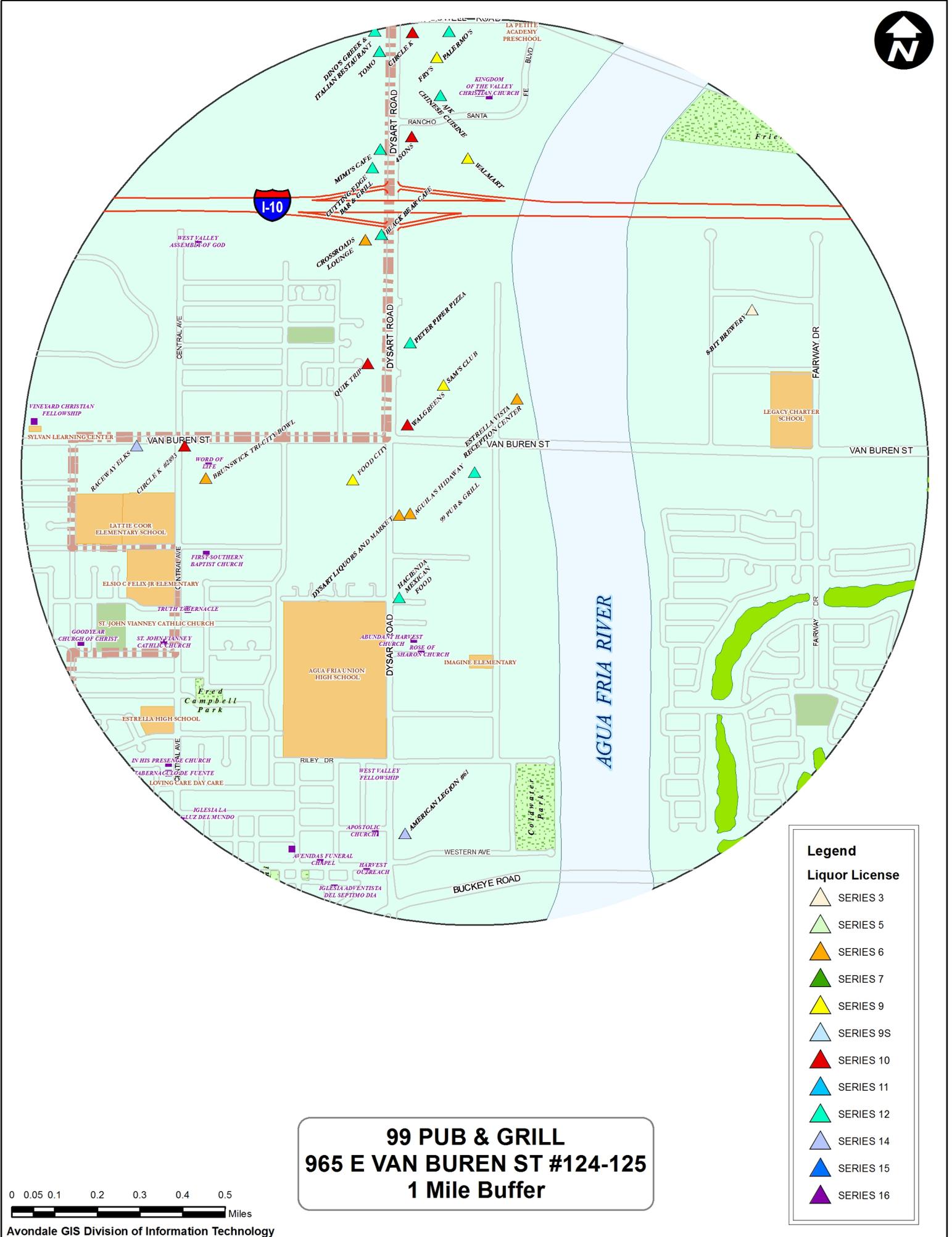
Screwballs

623-882-1222
OPEN DAILY AT 11 AM

NOTICE

official beer

BRING ON THE
CELEBRATION



99 PUB & GRILL
965 E VAN BUREN ST #124-125
1 Mile Buffer

- Legend**
- Liquor License**
- △ SERIES 3
 - △ 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: Final Plat Park 10 - Application PL-15-0036
MEETING DATE: 4/6/2015

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Department Director
(623) 333-4013

THROUGH: David Fitzhugh, City Manager (623) 333-1014

REQUEST: Approval of a Final Plat that divides property into five lots, dedicates public rights-of-way for construction of infrastructure improvements to McDowell Road and 103rd Avenue, dedicates public utility easements (PUEs) adjacent to both McDowell Road and 103rd Avenue to accommodate future utility improvements, dedicates a road right-of-way easement to accommodate construction of a bus pad and shelter adjacent to McDowell Road, dedicates a vehicular non-access easement (VNAE) along the southern property line, and dedicates cross access, drainage and utility easements across the property for the benefit of future owners of each lot.

PARCEL SIZE: Approximately 21.49 Net Acres

LOCATION: Southwest Corner of McDowell Road and 103rd Avenue (Exhibits A and B)

APPLICANT: Mr. Tom Nord, Hunter Engineering (480) 991-3985

OWNER: Ms. Su Moran, Gunbo, LLC (503) 998-1717

BACKGROUND:

The property was annexed into the City of Avondale on March 17, 1986 and zoned R-1 (One Family Residence). Upon adoption of the City's new zoning map in 1990, the property was zoned AG (Agricultural). It was rezoned to PAD (Planned Area Development) under the name WEST-10 on February 21, 2006. The subject property is part of the Mixed Use Commercial sub-area of the PAD. This sub-area encourages a mix of commercial, office, and hotel uses.

A Master Site Plan for the Mixed Use Commercial sub-area of the PAD was approved subject to conditions on March 12, 2015 (Exhibit D). The approved Site Plan, called Park 10, divides the property into two phases, as follows:

- **Phase I:** The first phase includes the easternmost portion of the subject property and is anchored by Main Event Entertainment, a 58,229 square foot family entertainment center that

will include entertainment components such as bowling, laser tag, video arcade, and restaurants/bars. Phase I also includes three future development pads ranging in size from 4,000 square feet to 7,000 square feet, anticipated to be developed with retail or restaurant uses that have not yet been identified. All private on-site improvements within the Phase I boundary will be completed in the initial phase, including paving, retention, landscaping, dustproofing, and site lighting. Except as noted in the Phase II description, below, all perimeter off-site improvements adjacent to both Phase I and Phase II, including provision of a new traffic signal at the McDowell Road main entrance, construction of 103rd Avenue, and construction of deceleration/turn lanes on McDowell Road, will be completed in the initial phase.

- **Phase II:** The second phase includes the western portion of the subject property. This future phase of development is planned to include a hotel, retail shops, and two future retail/restaurant pad sites, and all associated on-site improvements, such as parking, lighting, landscaping, etc. An extension of the landscaped median within McDowell Road and construction of an additional McDowell Road deceleration/turn lane will also be completed with Phase II.

Final construction documents and civil plans for Phase I are currently in review by the City. Approval of this Final Plat, dedicating needed rights-of-way and easements, is required before those final plans can be approved and the City can issue construction permits for the Park 10 Development.

A development agreement for Main Event Entertainment was approved by the City Council in 2014.

SUMMARY OF REQUEST:

The proposed Final Plat divides the property into 5 lots, in conformance with the approved Master Site Plan, as follows:

- **Lot 1:** An approximate 6.76 parcel to be developed with Main Event Entertainment and associated on-site improvements (e.g. parking, landscaping, and lighting, etc.) in Phase I.
- **Lot 2:** An approximate 0.59 acre parcel, to be prepped for future development (e.g. dust control, stubbed utilities) in Phase I.
- **Lot 3:** An approximate 1.56 acre parcel, to be prepped for future development in Phase I.
- **Lot 4:** An approximate 0.92 acre parcel to be prepped for future development in Phase I.
- **Lot 5:** An approximate 11.59 acre parcel, the majority of which is to be developed as Phase II of the Park 10 project. Those portions of Lot 5 that include access driveways, utility alignments, and retention basins that benefit Phase I will be developed in the initial phase. The proposed plat labels the portions of Lot 5 that will be constructed in Phase I as "Limits of Construction". The portions of Lot 5 that fall outside the "Limits of Construction" will not be disturbed until Phase II commences.

The proposed Final Plat also dedicates rights-of-way and easements, in conformance with the approved Master Site Plan, as follows:

- **McDowell Road Right-of-Way:** Standard arterial street right-of-way dedication and improvements have previously been completed adjacent to the subject property. However, because the approved Park 10 Master Site Plan includes a series of four deceleration/turn lanes to help traffic more easily access the site, additional right-of-way is required to accommodate those new lanes. The proposed Final Plat dedicates an additional 10' of right-of-way for McDowell Road to accommodate construction of the deceleration/turn lanes. The three easternmost turn lanes will be constructed in Phase I; the westernmost turn lane will be constructed in Phase II. As part of these improvements, the existing sidewalk and

landscaping will be replaced with a detached sidewalk that is shaded and buffered from McDowell Road by tree-lined landscape areas.

- **103rd Avenue Right-of-Way:** In line with the City's standards for a Minor Collector roadway classification, the Final Plat dedicates 40' of public right-of-way to accommodate construction of the west half of 103rd Avenue. The proposed dedication stretches from McDowell Road to the 103rd Avenue entrance into the Park 10 site and planned entrance into the "Gateway Village" site, directly east. Continuation of 103rd Avenue right-of-way south of the planned entrances to the Park 10 and Gateway Village developments is not needed, as the City's Transportation Plan does not call for a 103rd Avenue crossing of Interstate-10. Construction of improvements to the west half of 103rd Avenue including paving, detached sidewalk, landscaping, streetlights, etc. is required to be completed by the developer in the first phase of the Park 10 project.
- **Road Right-of-Way Easement:** The proposed Final Plat dedicates an approximate 8' deep by 37' wide road right-of-way easement which will allow the construction of a customized bus pad and shelter to encroach onto the Park 10 site. As the City begins moving away from standardized bus shelters to more complex, intricate, customized shelters that complement surrounding development, easements such as this one will be needed to allow the bus stops to meet minimum ADA clearances and accommodate Valley Metro's wheelchair lift technology.
- **Public Utility Easements:** Per City standard, the proposed Final Plat dedicates 8' deep public utility easements (PUEs) adjacent to McDowell Road and 103rd Avenue to accommodate future utility service enhancements in the area.
- **Vehicular Non-Access Easement:** The proposed Final Plat dedicates a 1' Vehicular Non-Access Easement (VNAE) across the south property line, preventing access to the adjacent Interstate-10 right-of-way from the Park 10 site.
- **Cross Access/Drainage/Utility Easement:** The proposed Final Plat dedicates a cross access, drainage, and utility easement across Lots 1 through 4 and the portion of Lot 5 within the Phase I boundary, as discussed above. This blanket easement allows all owners within the platted subdivision to utilize the on-site infrastructure, including retention basins, driveways, parking, and utilities.

PARTICIPATION:

Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat applications.

ANALYSIS:

- The proposed Final Plat has been reviewed by the City's Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
- The proposed Final Plat conforms to the approved Master Site Plan for the Park 10 dedicating rights-of-way and easements as necessary to serve that future development.
- Approval of the Final Plat is required before the City may issue permits for construction of the Park 10 project.

FINDINGS:

The request complies with all applicable City documents, including but not limited to the Avondale Subdivision Regulations, Avondale Zoning Ordinance, Avondale General Plan 2030, and the General Engineering Requirements Manual.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-15-0036 as part of the April 6, 2015 consent agenda.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-15-0036, a request for approval of a Final Plat for Park 10, located at the southwest corner of McDowell Road and 103rd Avenue.

ATTACHMENTS:**Description**

[Exhibit A - Zoning Vicinity Map](#)

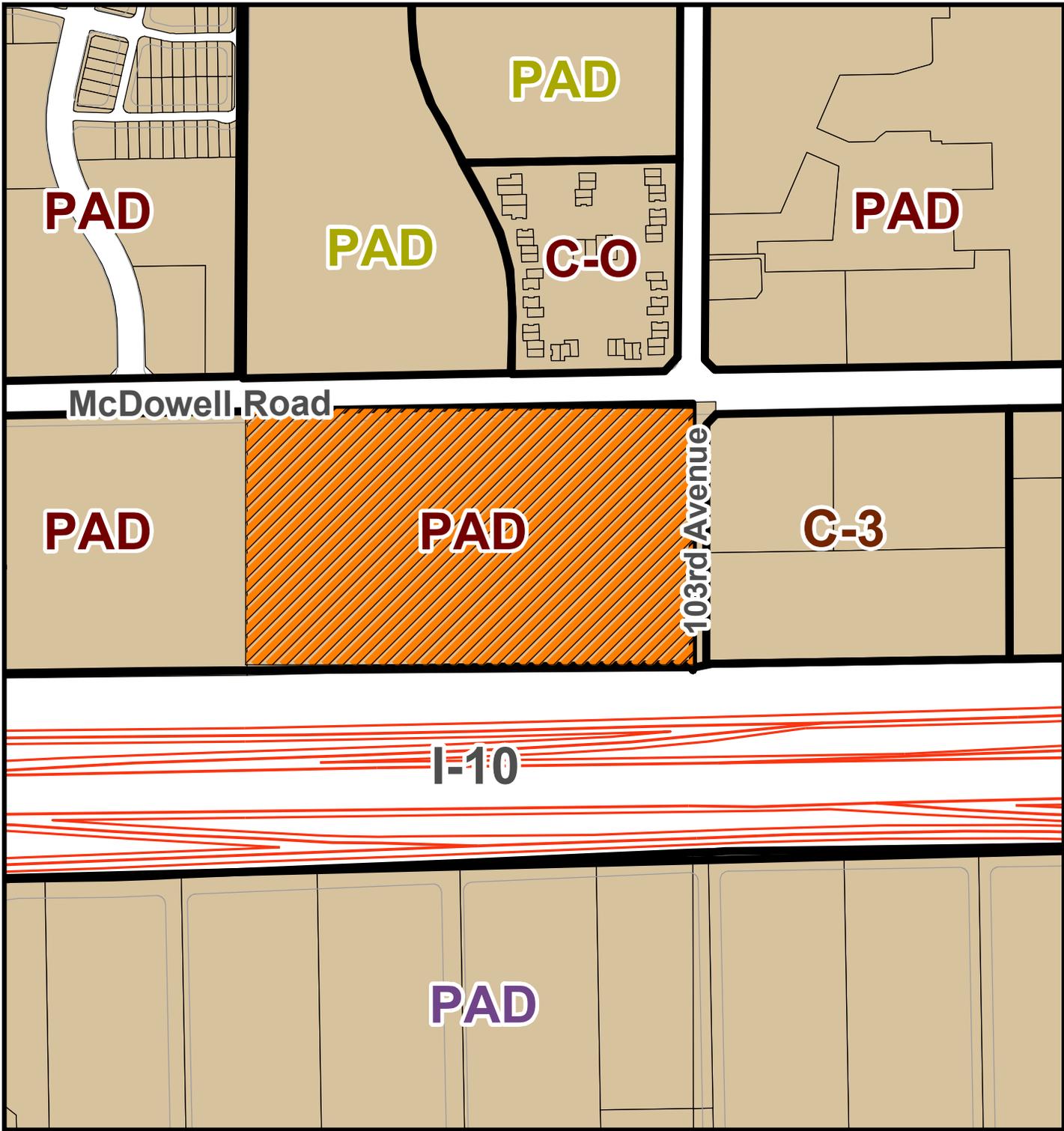
[Exhibit B - Aerial Photograph](#)

[Exhibit C - Final Plat](#)

[Exhibit D - Site Plan](#)

PROJECT MANAGER

Ken Galica, Senior Planner (623) 333-4019



Zoning Vicinity Map



Subject Property





Aerial Photograph



 Subject Property



Exhibit C

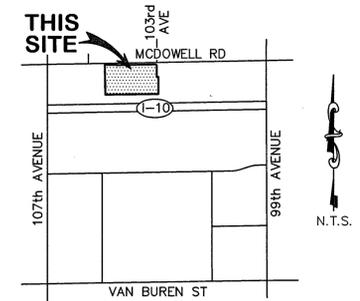
Proposed Final Plat

FINAL PLAT PARK 10, PHASE 1 SWC MCDOWELL ROAD & 103RD AVENUE AVONDALE, ARIZONA

GOVERNMENT LOT 3 EXCEPT THAT PORTION DESCRIBED IN DOCKET 16135, PAGE 766,
OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE
NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

OWNER
GUNBO, LLC
16083 S.W. UPPER BOONES FERRY RD., SUITE 120
TIGARD, OREGON 97244
PHONE: (503) 998-1717
E-MAIL: james@ncbdec.com
CONTACT: JAMES KYUNG

SURVEYOR
HUNTER ENGINEERING, INC.
10450 N. 74TH STREET, SUITE #200
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JERRY D. HEATH, JR., R.L.S.



VICINITY MAP:
SECTION 5
T.1 N., R.1 E.

NO.	DATE	BY	REVISION				
PURPOSE: FINAL PLAT							

DRAWN BY: PJE
CHECKED BY: JDH

DEDICATION:

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

KNOW ALL MEN BY THESE PRESENTS:

GUNBO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "PARK 10, PHASE 1" BEING A FINAL PLAT OF GOVERNMENT LOT 3 EXCEPT THAT PORTION DESCRIBED IN DOCKET 16135, PAGE 766, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISHES THIS FINAL PLAT MAP AS AND FOR SAID FINAL PLAT OF "PARK 10, PHASE 1" AND HEREBY DECLARES SAID PLAT SETS FOR THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING THE SAME, AND DECLARES THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID FINAL PLAT AND HEREBY DEDICATES IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH, THE STREET RIGHT OF WAYS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES."

IN WITNESS WHEREOF, GUNBO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER, THEREUNTO DULY AUTHORIZED

THIS ____ DAY OF _____, 2015.

GUNBO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____
TITLE OR POSITION

ACKNOWLEDGMENT:

STATE OF _____ }
COUNTY OF _____ }SS

ON THIS ____ DAY OF _____, 2015, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING
INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

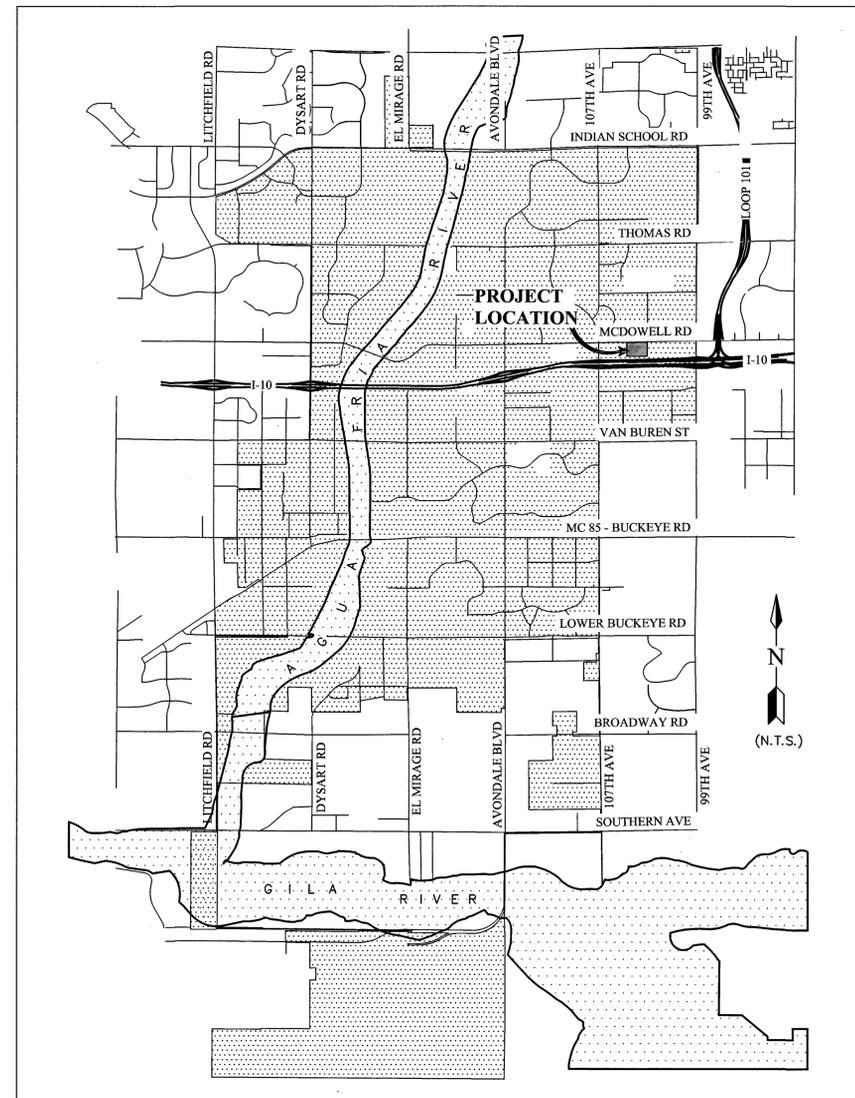
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

LEGEND:

- ☐ BRASS CAP IN HANDHOLE (R1) RECORDED DATA ACCORDING TO THE PLSS SUBDIVISION RECORD OF SURVEY "MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY AS RECORDED IN BK. 699, PG. 26, MARICOPA COUNTY RECORDS, ARIZONA.
- FOUND AS NOTED
- SET 1/2" REBAR & CAP "RLS 45835"
- _____ MONUMENT LINE
- _____ PROPERTY LINE (R2) RECORDED DATA ACCORDING TO THE GOVERNMENT LAND OFFICE (G.L.O.) MAP AS OFFICIALLY FILED ON DECEMBER 2, 1870 YAVAPAI COUNTY RECORDS, TERRITORY OF ARIZONA.
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- P.U.E. PUBLIC UTILITIES EASEMENT (R3) RECORDED DATA ACCORDING TO MINOR LAND DIVISION FOR McDOWELL 103 PARTNERS LLC AS RECORDED IN BK. 1022, PG. 2, MARICOPA COUNTY RECORDS, ARIZONA.
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- S.W.E. SIDE WALK EASEMENT
- R/W RIGHT OF WAY (M) MEASURED INFORMATION FROM FIELD DATA COLLECTION.
- C.A.E. CROSS ACCESS EASEMENT (C) CALCULATED INFORMATION FROM RECORDED DOCUMENTS AS NOTED.



KEY MAP:

LAND AREA TABLE:

NET AREA OF PROJECT	931,275 SQ.FT.±	/ 21.379 AC.±
DEDICATED RIGHT OF WAY	27,920 SQ.FT.±	/ 0.641 AC.±
LOT 1	294,472 SQ.FT.±	/ 6.760 AC.±
LOT 2	25,595 SQ.FT.±	/ 0.588 AC.±
LOT 3	67,163 SQ.FT.±	/ 1.542 AC.±
LOT 4	40,469 SQ.FT.±	/ 0.929 AC.±
LOT 5	503,576 SQ.FT.±	/ 11.560 AC.±

100 YEAR ASSURED WATER SUPPLY:

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SURVIVE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

NOTES:

1. ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE PROPERTY OWNERS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
8. LOT 5 IS NOT PART OF THE PHASE 1 DEVELOPMENT AREA EXCEPT AS SHOWN.
9. A BLANKET CROSS ACCESS, DRAINAGE, AND UTILITY EASEMENT IS HEREBY CREATED OVER LOTS 1 THROUGH 4 AND A PORTION OF LOT 5 INCLUDED WITHIN THE PHASE 1 BOUNDARY.

BENCHMARK:

THE BENCHMARK USED FOR THIS SURVEY IS BASED UPON THE CITY OF AVONDALE MCD 103 DATUM NAVD-88 HAVING AN ELEVATION OF 1019.68. LOCATED AT THE INTERSECTION OF 103RD AVENUE AND MCDOWELL.

BASIS OF BEARING:

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 88°58'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLSS SUBDIVISION RECORD OF SURVEY "MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY AS RECORDED IN BK. 699, PG. 26, MARICOPA COUNTY RECORDS, ARIZONA. (SHOWN AS (R1) DATA)

APPROVALS AND ACCEPTANCE OF DEDICATION:

PLAT APPROVED, DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS ____ DAY OF _____, 2015.

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER, 2014. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

REGISTERED LAND SURVEYOR _____ DATE 3-30-15



HUNTER ENGINEERING
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

**FINAL PLAT
PARK 10, PHASE 1**

GOVERNMENT LOT 3 EXCEPT THAT PORTION DESCRIBED IN DOCKET 16135, PAGE 766, OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 5
TOWNSHIP: 1N
RANGE: 1E

PLAN PREPARATION BLOCK

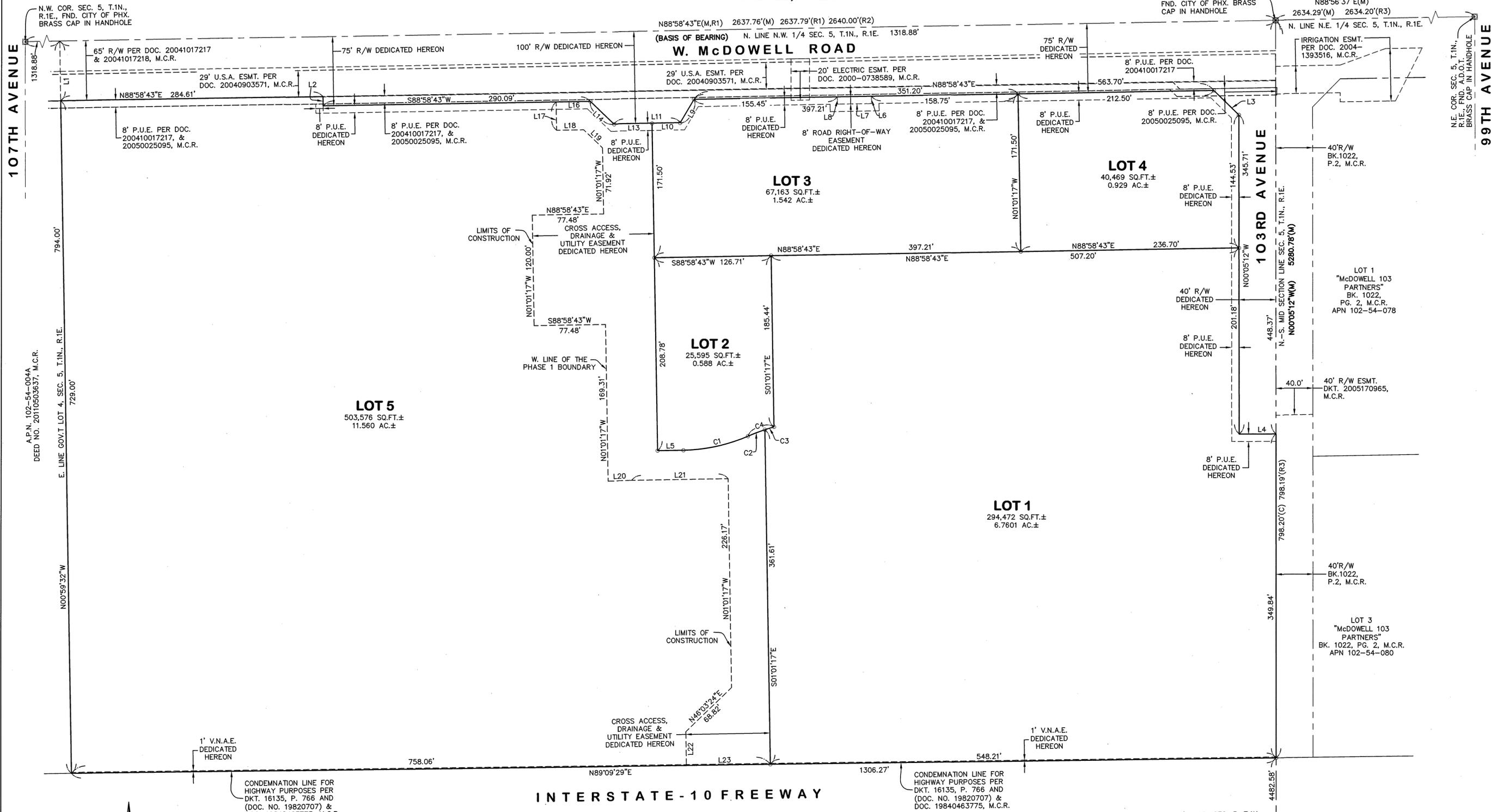
CASE # _____	PREPARATION DATE: _____
SUBMITTAL # _____	PREPARATION DATE: _____
SUBMITTAL # _____	PREPARATION DATE: _____
SUBMITTAL # _____	PREPARATION DATE: _____

JOB NO.:
MAIN002-SP

SCALE
1" = 50'

SHEET
1 OF 2

FINAL PLAT PARK 10, PHASE 1 SWC MCDOWELL ROAD & 103RD AVENUE AVONDALE, ARIZONA



N.W. COR. SEC. 5, T.1N., R.1E., FND. CITY OF PHX. BRASS CAP IN HANDHOLE

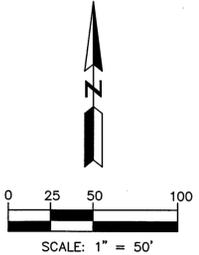
N.1/4 SEC. 5, T.1N., R.1E., FND. CITY OF PHX. BRASS CAP IN HANDHOLE

N.E. COR. SEC. 5, T.1N., R.1E., FND. A.D.O.T. BRASS CAP IN HANDHOLE

CONDEMNATION LINE FOR HIGHWAY PURPOSES PER DKT. 16135, P. 766 AND (DOC. NO. 19820707) & DOC. 19840463775, M.C.R.

CONDEMNATION LINE FOR HIGHWAY PURPOSES PER DKT. 16135, P. 766 AND (DOC. NO. 19820707) & DOC. 19840463775, M.C.R.

S. 1/4 COR. SEC. 5, T.1N., R.1E., FND. CITY OF AVONDALE BRASS CAP IN HANDHOLE



BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°59'32"W	65.00'
L2	S01°01'17"E	10.00'
L3	S45°33'17"E	37.87'
L4	N89°54'43"E	40.00'
L5	S88°58'43"W	28.04'
L9	N30°30'56"E	29.33'
L10	N88°58'43"E	30.68'
L11	N88°58'43"E	71.95'
L13	N88°58'43"E	41.28'
L14	S46°01'17"E	35.36'

BOUNDARY CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG. & LENGTH
C1	72.03'	184.50'	22°22'12"	N77°47'37"E 71.58'
C2	19.61'	215.50'	5°12'52"	S69°12'57"W 19.61'
C3	10.39'	215.50'	2°45'47"	S73°12'16"W 10.39'
C4	30.00'	215.50'	7°58'39"	S70°35'50"W 29.98'

ROAD R/W EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L6	S01°26'09"E	8.00'
L7	S88°57'43"W	37.06'
L8	N01°01'17"W	8.00'

CROSS ACCESS, DRAINAGE & UTILITY EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L16	N88°58'43"E	37.16'
L17	N01°01'17"W	30.78'
L18	S88°58'43"W	29.42'
L19	N46°01'17"W	28.28'
L20	S88°24'08"W	25.32'
L21	S88°58'43"W	104.67'
L22	N01°01'17"W	36.31'
L23	N89°09'29"E	91.13'

NO.	DATE	REVISION	BY

DRAWN BY: PJE
CHECKED BY: JDH

CIVIL AND SURVEY

HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
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**FINAL PLAT
PARK 10, PHASE 1**

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SECTION: 5
TOWNSHIP: 1N
RANGE: 1E

JOB NO.:
MAIN002-SP

SCALE:
1" = 50'

SHEET
2 OF 2

PLAN PREPARATION BLOCK	
CASE # _____	PREPARATION DATE: _____
SUBMITTAL # _____	PREPARATION DATE: _____
SUBMITTAL # _____	PREPARATION DATE: _____
SUBMITTAL # _____	PREPARATION DATE: _____

Exhibit D

Approved Site Plan and Building Elevations

<http://www.avondale.org/DocumentCenter/View/35978>



CITY COUNCIL AGENDA

SUBJECT:

Memorandum of Understanding - Child Trauma
Counseling Services, LLC

MEETING DATE:

4/6/2015

TO: Mayor and Council**FROM:** Dale Nannenga, Chief of Police (623) 333-7207**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Memorandum of Understanding (MOU) with Child Trauma Counseling Services, LLC (CTCS) to provide trauma focused cognitive behavioral health counseling services for a period of twelve months with four one year renewals and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Child Trauma Counseling Services (CTCS), LLC is committed to being the West Valley's primary source and leading provider of trauma focused cognitive behavioral health services in the area of child abuse and neglect. CTCS will provide short-term counseling services to child abuse victims at the SWFAC who have private insurance, qualify for Victims of Crime Act (VOCA) reimbursements or are private pay clients. Child Trauma Counseling Services will provide counseling services weekly to victims served at the SWFAC at no cost to the SWFAC. This agreement shall be effective as of the date approved by Council and terminates June 30, 2016, with the option for up to four one-year renewal terms.

DISCUSSION:

Staff has determined that it is necessary for the SWFAC to maintain the availability of therapy services for the children who are abused, neglected or otherwise at-risk. The services will address the needs of current SWFAC child abuse victims who because of the need to use private insurance, are private pay clients or qualify for VOCA reimbursements are not eligible to receive counseling services with the SWFAC's current mental health provider.

By entering into this MOU with Child Trauma Counseling Services, the SWFAC will be able to utilize CTCS's expertise and resources. SWFAC clients, who are victims or secondary victims of child abuse, will now have another option for counseling services.

BUDGET IMPACT:

Funding for the full-time Masters Level therapist will be provided by Child Trauma Counseling Service and there are no financial obligations to the City of Avondale.

RECOMMENDATION:

Staff recommends that the City Council approve a Memorandum of Understanding (MOU) with Child Trauma Counseling Services, LLC (CTCS) to provide trauma focused cognitive behavioral health counseling services for a period of twelve months with four one year renewals and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[MOU](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AVONDALE
AND
CHILD TRAUMA COUNSELING SERVICES, LLC**

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is made as of April 6, 2015, between the City of Avondale, an Arizona municipal corporation (the "City"), by and through the Southwest Family Advocacy Center, located at 2333 North Pebble Creek Parkway, Suite A-200, Goodyear, Arizona 85395 (the "SWFAC or Center") and Child Trauma Counseling Services, LLC, an Arizona limited liability company ("CTCS") (hereinafter referred to individually as "Party" or collectively as "Parties").

RECITALS

A. CTCS is an organization committed to being a primary source and leading provider of trauma focused counseling services in the West Valley. Services include crisis intervention, counseling and case management.

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

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

D. The City and CTCS wish to enter into this Agreement to utilize CTCS's expertise and resources to provide counseling services to children and non-offending family members who are victims or secondary victims of child abuse, neglect, domestic violence and sexual assault or who are otherwise at-risk (the "SWFAC Clients").

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 CTCS hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2016 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end

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

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

2.1 CTCS Roles and Responsibilities.

A. Therapist. CTCS shall place a minimum of one Masters Level therapists (the "Therapist") at the SWFAC to provide Services to SWFAC Clients a minimum of eight (8) hours per week. The Therapist must meet all requirements of ARIZ. ADMIN. CODE § R9-20-204 and any other applicable federal, state or local law. CTCS shall, upon request, provide documentation to the City that the Therapist meets the essential components of the National Children's Alliance Mental Health Standard for accreditation. The Therapist will provide Services to SWFAC Clients on a mutually agreed upon schedule created by the SWFAC Director and the Therapist.

B. Duration of Services. CTCS shall provide Services for the duration of this Agreement. The Therapist shall conduct all Services at the Center at no cost to the SWFAC. Services and treatment are separate from the forensic interview process.

C. Required Meetings. CTCS shall ensure that the assigned Therapist attends all SWFAC staff meetings, multi-disciplinary meetings and case reviews and provide insight and information relevant to the multi-disciplinary case review while protecting client confidentiality.

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

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

E. Diagnosis Review. In order to protect the best interests of SWFAC Clients, if a Therapist is not independently licensed, the Therapist shall review all DSM-5 diagnostic assessments with the Clinical Supervisor. Every effort shall be made to avoid diagnoses that do not serve the best short-term and long-term interests of SWFAC Clients without compromising adherence to Behavioral Health Licensure requirements and professional ethics and standards.

F. Specialized Mental Health Services. CTCS will ensure that the Therapist's client focus will be specialized trauma-focused mental health services designed to meet the unique needs of the SWFAC Clients who are victims of abuse. Specialized trauma-focused mental health services for the SWFAC Clients include, without limitation thereto:

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

G. Materials. CTCS shall provide a computer, printer, office supplies and counseling resources for the Therapist to perform their duties while at the Center.

H. Case Management. CTCS shall provide SWFAC Clients with access to appropriate mental health evaluation and treatment based on the Therapist's assessment. Case management treatment plans shall be provided for all SWFAC Clients. The Therapist may provide crisis intervention during the first advocacy center appointment, as needed and appropriate. Cases shall be reviewed at the weekly clinical supervision meetings as required by subsection D above, or more frequently as needed.

I. Location. Services shall be provided in a designated CTCS office at the Center. CTCS shall provide all SWFAC Clients with a copy of the applicable "client's rights" and grievance process as required by ARIZ. ADMIN. CODE § R9-20-203.

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

K. Review. The SWFAC Director and Samantha White, the Owner of CTCS shall meet semi-annually, or more frequently as needed, to review this Agreement and the Services being provided by the Therapist at the Center.

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

M. Compliance. The Therapist shall comply with all policies, procedures and directives of the SWFAC with respect to the use of the space and the Center. Activities of the Therapist pursuant to this Agreement shall not interfere with other activities at the Center.

N. Waiver. The Therapist shall obtain a waiver and release of liability in favor of SWFAC from each SWFAC Client, or guardian of a SWFAC Client prior to performing the Services.

O. Recordkeeping. The Therapist shall safeguard all private SWFAC Client files and store them separately from other CTCS client files and charts.

2.2 SWFAC Roles and Responsibilities

A. Office Space and Materials. SWFAC shall provide CTCS with office space at the Center for use by the Therapist. The Therapists shall use the office space to conduct all counseling sessions and to complete the necessary clinical documentation and case management for SWFAC Clients. The office space shall include a lockable file cabinet for use by the Therapist in storing SWFAC Client files.

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

C. Internet Access. SWFAC shall provide internet-access to the Therapist while the Therapist is at the Center performing the Services.

2.3 Client Roles and Responsibilities

A. Eligibility. SWFAC Clients who receive Services must be children and non-offending family members who are primary or secondary victims of child abuse, neglect, domestic violence and sexual assault or who are otherwise at-risk.

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

3. Compensation. Services will be provided to SWFAC Clients at no cost to SWFAC and payments shall be made through victim's compensation benefits, insurance benefits or private payments.

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

5. Insurance.

5.1 General.

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

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

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

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

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

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, CTCS will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by CTCS's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of

insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be CTCS's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate reference to this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

5.2 Required Insurance Coverage.

A. Commercial General Liability. CTCS shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability

arising from premises, operations, independent consultants, products-completed operations, personal injury and advertising injury. The policy shall be endorsed to include coverage for sexual abuse and molestation. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if CTCS engages in any professional services or work adjunct or residual to performing the work under this Agreement, CTCS shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by CTCS, or anyone employed by CTCS, or anyone for whose negligent acts, mistakes, errors and omissions CTCS is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

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

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

6. Termination; Cancellation.

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

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

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

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

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

6.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this

Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

7. Miscellaneous.

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

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

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

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

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

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

Attn: David W. Fitzhugh, City Manager

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

With copy to: Southwest Family Advocacy Center
2333 N. Pebble Creek Parkway, Suite A-200
Goodyear, Arizona 85395
Attn: Debra Olson, Director

If to CTCS: Child Trauma Counseling Services, LLC
2597 North 141st Lane
Goodyear, Arizona 85395
Attn: Samantha White, Owner

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

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

a minimum, both Parties must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. In the event that a Party discovers, believes or has reason to believe that the confidentiality of Client Records obtained by it in connection with this Agreement or performance of the Services has been compromised; such Party shall notify the other Party and any affected clients.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, 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 in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Conney Safety Products, LLC

MEETING DATE:

4/6/2015

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

Staff requests that the City Council consider a request to approve a Cooperative Purchasing Agreement with Conney Safety Products, LLC to provide safety products in an annual amount not to exceed \$22,000 with an option to renew for up to four (4) successive one-year terms and a maximum aggregate amount not to exceed \$110,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the City of Phoenix entered into contract #P-10365-20, dated January 29, 2015, with Conney Safety Products. The Phoenix contract permits cooperative use by other governmental agencies including the City of Avondale. The initial contract term is through January 28, 2016. After expiration of the initial term, this agreement may be renewed for up to four (4) successive one-year terms.

Conney Safety Products is a current vendor and has satisfactorily provided services to the City in the past.

DISCUSSION:

To ensure the safety of employees, it is necessary to provide personal protective equipment and supplies that allow for the safe conduct of daily work. The products provided by Conney Safety Products further assists the Department in maintaining a safe working environment.

BUDGET IMPACT:

Products purchased through this Agreement are typically charged to the following budget line items and are subject to annual budget authority:

Streets Safety Apparel/Equipment (201-6600-00-7230)

Solid Waste Safety Apparel/Equipment (520-8600-00-7230)

Uncontained Safety Apparel/Equipment (520-8620-00-7230)

Recycling Safety Apparel/Equipment (520-6830-7230)

Fleet Services Safety Apparel/Equipment (606-5200-00-7230)

Risk Management Safety Apparel/Equipment (605-5160-7230)

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Conney Safety Products, LLC to provide safety products in an annual amount not to exceed \$22,000 with an option to renew for up to four (4) successive one-year terms and a maximum aggregate amount not to exceed \$110,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA - Conney Safety Products](#)

CPA – CONNEY SAFETY PRODUCTS

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35938>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - North
American Lubricants Company

MEETING DATE:

4/6/2015

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

Staff requests that City Council will consider a request to approve a Cooperative Purchasing Agreement with North American Lubricants Company to provide vehicle lubricants in an amount not to exceed \$8,000 for the initial term and an annual amount not to exceed \$30,000 with an option to renew for up to three (3) successive one-year terms and a maximum aggregate amount not to exceed \$98,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, Mohave Educational Services Cooperative, Inc. (Mohave) entered into Contract No. 13I-NAL-0701 with North American Lubricants Company. The Mohave contract permits cooperative use by other governmental agencies including the City of Avondale. The initial contract term is through June 30, 2015. After expiration of the initial term, this agreement may be renewed for up to three (3) successive one-year terms.

DISCUSSION:

To properly maintain the City's vehicle fleet it is imperative to have ready supplies of oil and lubricants available. The products provided by North American Lubricants allows the Fleet staff to efficiently service the City's vehicles.

BUDGET IMPACT:

Products purchased through this Agreement are typically charged to Fleet Services Oils and Lubricants (606-5200-00-7425) and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with North American Lubricants Company to provide vehicle lubricants in an amount not to exceed \$8,000 for the initial term and an annual amount not to exceed \$30,000 with an option to renew for up to three (3) successive one-year terms and a maximum aggregate amount not to exceed \$98,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[CPA - North American Lubricants](#)

CPA – NORTH AMERICAN LUBRICANTS
DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35934>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Cooperative Purchasing Agreement - Dell Marketing LP

MEETING DATE:

4/6/2015

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

PURPOSE:

City Council will consider a request to approve the first amendment to the cooperative purchase agreement with Dell Marketing LP for the City of Avondale's computers and peripherals, under the City's Technology Equipment Replacement program. Total capacity of the amendment is up to \$790,880 for the remainder of Fiscal Year 2015 through Fiscal Year 2016.

BACKGROUND:

The City's consolidated Technology Equipment Replacements program funds replacement of computing equipment used by City staffs on defined lifecycles. Equipment rotations and funding are approved by Council as part of the City's budget process. Fiscal Year 2015 replacements are published on page 262 of the City's 2014-2015 Annual Budget and Financial Plan.

The requested agreement would allow the Finance and Budget and Information Technology departments to purchase scheduled replacement computers and equipment each fiscal year. The proposed cooperative purchase agreement uses the WSCA cooperative award (WSCA-B27160) and the State of Arizona's participating addendum. The cooperative nature of the contract provides the City of Avondale with access to discounts resulting from the aggregated purchasing power of 50 states, the District of Columbia, organized US territories, and all political subdivisions.

This agreement is a continuation of contract 13377c that was approved by the City Council in November 2011, based on extension of the contract by the Western States Contracting Alliance (WSCA) and the State of Arizona.

DISCUSSION:

This proposed amendment to the cooperative purchase agreement will be used to execute the Technology Equipment Replacements Schedule as approved by Mayor and City Council in the annual budget process and as permitted by the availability of funds. The agreement is written as an up-to contract, which allows for purchases not to exceed the stated maximum value and only as required by the City. No purchases are required under the contract. Further, continuation of the agreement in future year requires extension by the Western States Contracting Alliance (WSCA), State of Arizona, and City of Avondale. This contract is an extension of the existing WSCA agreement. WSCA and the State of Arizona are working to complete a new award and contract to carry through 2018.

Annual values are defined using the Technology Equipment Replacements Schedule from the City's budget process, plus \$25,000 per year of extra capacity to support special grant and project needs that arise. Note that some years carry significantly more computers to be replaced. This is a product of the Great Recession, during which the City skipped most replacements for budget reasons. The Information Technology Department has elected not to balance the number of PCs to be replaced each year because of promotional discounts the City can sometimes obtain with higher-volume orders.

The Finance and Information Technology departments work together to facilitate all computer purchases made by departments. Requests are held to the City's IT and procurement procedures for purchasing, asset tracking, and compatibility.

BUDGET IMPACT:

For Fiscal Year 2015 through Fiscal Year 2016, total expenditures of up to \$790,880. Actual Expenditures will depend on allocation of funds by the Mayor and City Council in the City's annual budget processes, departmental requirements, and on available revenues to make purchases.

The breakdown of planned replacements and extra fiscal year purchasing capacity is as follows:

FY2015 = Up to \$369,730 (\$344,730 + \$25,000)

FY2016 = Up to \$421,150 (\$396,150 + \$25,000)

Expenditures will primarily be made through accounts 603-5120-00-7085, 530-5120-00-7081, 531-5120-00-7081, and 532-5120-00-7081.

RECOMMENDATION:

Staff recommends that City Council approve the amendment to the multi-year purchase agreement with Dell Marketing LP for the purchase of replacement and specialized computers for departments not to exceed an aggregate total of \$790,880, and authorizing the Mayor or City Manager and City Clerk to execute the amendment.

ATTACHMENTS:

Description

[CPA - Dell Marketing](#)

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DELL MARKETING LIMITED PARTNERSHIP**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of April 6, 2015, between the City of Avondale, an Arizona municipal corporation (the “City”), and Dell Marketing Limited Partnership, a Texas limited partnership (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Minnesota, as lead agency for the Western States Contracting Alliance (“WSCA”), entered into Contract No. B27160 dated June 15, 2009, as amended, with the Vendor for the Vendor to provide computing system products and services (the “WSCA Contract”).

B. The State of Arizona (the “State”), through a Participating Addendum, entered into Contract No. ADSPO10-00000010, dated August 31, 2009, as amended, with the Vendor for the Vendor to provide computing systems products and services to the State, under the terms and conditions of the WSCA Contract (the “State Contract”). The WSCA Contract and the State Contract are collectively referred to herein as the “State Contract.”

B. The City and the Vendor entered into a Cooperative Purchasing Agreement, Contract No. 13377c, dated October 28, 2011, based upon the State Contract (the “Agreement”), for the Vendor to provide the City with computer system products and services on an “as-required basis” (the “Materials”) to replace outdated City computer equipment. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

C. The City has determined that additional Materials from the Vendor are necessary (the “Additional Materials”).

D. The City and the Vendor desire to enter into this First Amendment to (i) provide for the cost of and purchase the Additional Materials and (ii) 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 Vendor hereby agree as follows:

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2015, and shall automatically extend in accordance with the extension provisions of the State Contract, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. For Fiscal Year 2015, the City shall increase the compensation to Vendor by \$369,730.00 for the Additional Materials at the rates set forth in the State Contract and for Fiscal Year 2016, the City shall increase the compensation to Vendor by \$421,150.00 for the Additional Materials at the rates set forth in the State Contract, resulting in an increase of the total compensation, from \$910,000.00 to an aggregate amount not to exceed \$1,700,800.00.

3. 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.

4. Non-Default. By executing this First Amendment, the Vendor 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.

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year 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 _____, 2015, 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 in and for the State of Arizona

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Cooperative Purchasing Agreement - Arizona Refuse Sales, LLC

MEETING DATE:

4/6/2015

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

Staff is requesting that the City Council consider a request to approve a First Amendment to the Cooperative Purchasing Agreement with Arizona Refuse Sales, LLC to extend the current contract for one year with an annual compensation of \$35,000 for an aggregate total of \$70,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City entered into a cooperative purchasing contract #13926C with Arizona Refuse Sales, LLC on April 3, 2014 based on the City of Tucson contract #110115. The City of Tucson renewed its contract with Arizona Refuse Sales, LLC on January 6, 2015 for one additional year and the City would like to extend its current contract.

DISCUSSION:

A continued contract with Arizona Refuse Sales, LLC is requested to allow for the maintenance of Scorpion sideloaders in the sanitation fleet. Arizona Refuse Sales is located in west Phoenix and is the designated distributor and certified service and maintenance provider for the Scorpion sideloaders. The City sanitation fleet is comprised of eight (8) Scorpions currently with three (3) more on order for arrival by July 2015.

BUDGET IMPACT:

Parts and services purchased through this Agreement are typically charged to Fleet Services Parts (606-5200-00-7410) and are subject to annual budget authority:

RECOMMENDATION:

Staff recommends that the City Council consider a request to approve a First Amendment to the Cooperative Purchasing Agreement with Arizona Refuse Sales, LLC to extend the current contract for one year with an annual compensation of \$35,000 for an aggregate total of \$70,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[First Amendment](#)

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARIZONA REFUSE SALES, LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of April 6, 2015, between the City of Avondale, an Arizona municipal corporation (the “City”), and Arizona Refuse Sales, LLC, an Arizona limited liability company (the “Vendor”).

RECITALS

A. After a competitive procurement process, the City of Tucson, Arizona (“Tucson”) entered into Contract No. 110115 dated March 25, 2011, as amended on January 6, 2015 (the “January 6, 2015 Amendment”), for the Vendor to provide Scorpion body original equipment manufacturer parts and repairs (collectively, the “Tucson Contract”). A copy of the January 6, 2015 Amendment is attached hereto as Exhibit 1 and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City and the Vendor entered into a Cooperative Purchasing Agreement, No. 13926C, dated April 3, 2014, based upon the Tucson Contract (the “Agreement”), for the Vendor to provide the City with Scorpion body original equipment manufacturer parts and service to repair City vehicles on an “as-required basis” (the “Materials and Services”).

C. The City has determined that additional Materials and Services by the Vendor are necessary (the “Additional Materials and Services”).

D. The City and the Vendor desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) provide for the cost of and purchase the Additional Materials and Services.

AGREEMENT

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

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until March 31, 2016, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The City shall increase the compensation to Vendor by \$35,000.00 for the Additional Materials and Services at the rates set forth in the Tucson

Contract, resulting in an increase of the total compensation, from \$35,000.00 to an aggregate amount not to exceed \$70,000.00.

3. 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.

4. Non-Default. By executing this First Amendment, the Vendor 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.

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year 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 _____, 2015, 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]

EXHIBIT 1
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARIZONA REFUSE SALES, LLC

[January 6, 2015 Amendment]

See following page.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: NOVEMBER 18, 2014

CONTRACT NO.: 110115-01
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 1 of 1
CQ
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

SCORPION BODY ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS & REPAIRS

1. Pursuant to Contract No. 110115-01, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of April 1, 2015 through March 31, 2016.
2. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."

3. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[Signature] 12-17-14
Signature Date

Paul Campbell PRESIDENT
Typed Name and Title

ARIZONA REFUSE SALES
Company Name

1930 W. BROADWAY RD
Address

PCAMPBELL@DADECMFG.COM
Email Address

PHOENIX AZ 85041
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 6th DAY OF January, 2014, AT TUCSON, ARIZONA. 2015

Nathan Daon
As Director of Procurement and not personally



CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement T.Y. Lin
International, Inc - 107th Ave Improvements

MEETING DATE:

4/6/2015

TO: Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director, 623-333-4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Professional Services Agreement with T.Y. Lin International (TYLIN) to provide design services for the 107th Avenue – Roosevelt Street to Van Buren Street Project in the amount of \$149,669.63 and authorize the Mayor, or City Manager and City Clerk 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 located along the west side of 107th Avenue from Roosevelt Street to Van Buren Street. The City's Capital Improvement Plan (CIP) contains a project to address roadway widening on 107th Avenue from Roosevelt Street to Van Buren Street. Staff plans to construct the 107th Avenue roadway improvements in conjunction with the SRP irrigation and overhead power improvements.

DISCUSSION:

The purpose of the CIP project is to widen 107th Avenue from Roosevelt Street to Van Buren Street. This portion of 107th Avenue experiences a high volume of traffic in the PM peak hour. This project will help reduce the traffic congestion by adding additional travel lanes and installing a southbound right turn bay. In addition, the proposed improvements will address drainage and street lighting issues.

Through the Municipal Aesthetics Program, SRP will be undergrounding the existing open channel irrigation ditch and relocating/upgrading the 69 kV poles located along 107th Avenue from Roosevelt Street to Van Buren Street. By undergrounding the open channel irrigation ditch, there will be added width for the widened section/additional travel lanes. The City's 107th Avenue roadway improvements are proposed to be constructed in conjunction with the SRP irrigation and overhead power improvements.

Through the PSA, T.Y. Lin will provide design services for the roadway improvements. Construction is scheduled to begin in February 2016 following the SRP dry-up.

The scope of work for this project will include, but not be limited to:

- Geotechnical Investigation / Pavement Analysis
- Geometric Analysis and Design
- Drainage Design
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

In accordance with the City's Procurement Policy, staff requested proposals from three firms listed on the Professional Consultants Selection List. A committee was formed and proposals were evaluated. Upon review, it was determined that TYLIN was the best qualified firm to provide engineering design consulting services for this project. Staff contacted references and found that TYLIN is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from TYLIN for engineering services for the delivery of plans, specifications, and an engineer's estimate for roadway, streetlight and drainage improvements. Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of \$149,669.63.

SCHEDULE:

The tentative schedule for design and construction is:

Design:

30% Plans – June 2015

60% Plans – August 2015

Final Plans – November 2015

Construction:

Bid Award – January 2016

Begin Construction – February 2016

End Construction – June 2016

BUDGET IMPACT:

Funding for this project is available in CIP Street Fund Line Item No. 304-1330-00-8420, 107th Avenue – Roosevelt to Van Buren.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with T.Y. Lin International (TYLIN) to provide design services for the 107th Avenue – Roosevelt Street to Van Buren Street Project in the amount of \$149,669.63 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

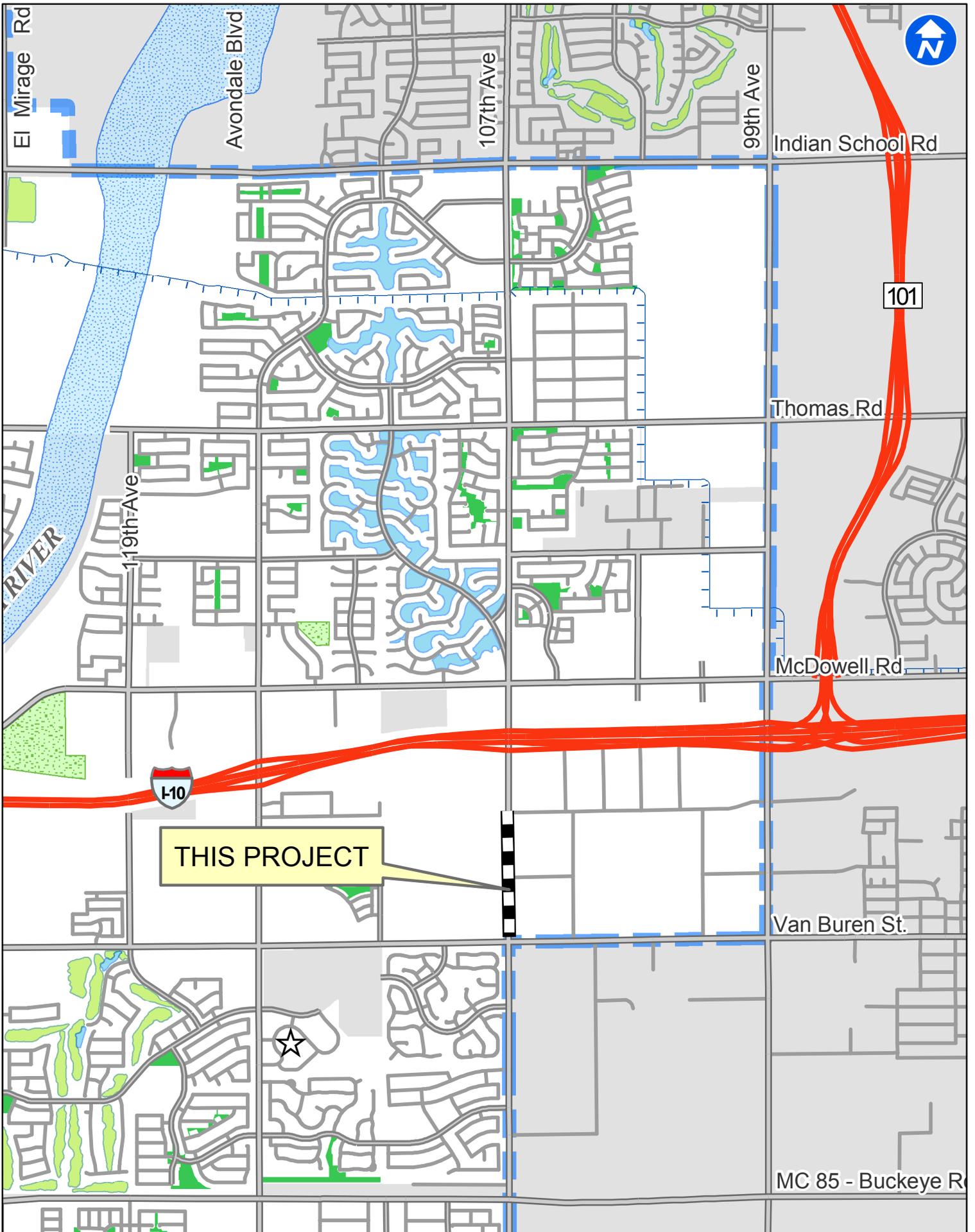
ATTACHMENTS:

Description

[Vicinity Map](#)

[PSA - T.Y. Lin International, Inc.](#)

City of Avondale



THIS PROJECT

Vicinity Map

107th Avenue - Van Buren St to Roosevelt St

PROFESSIONAL SERVICES AGREEMENT – T.Y. LIN INTERNATIONAL, INC.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35875>



CITY COUNCIL AGENDA

SUBJECT:

Third Amendment to Professional Services Agreement - Logan Simpson Design, Inc.

MEETING DATE:

4/6/2015

TO: Mayor and Council

FROM: Christopher Reams

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council approve the third amendment to the Professional Services Agreement with Logan Simpson Design, Inc. (Logan Simpson) to provide preconstruction, construction administration and post-construction services for the Friendship Park renovation project in the amount not to exceed \$58,894 for the amended scope or \$368,048 for the entire renovation design project; and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

On April 1, 2012, Logan Simpson was contracted to complete phase one of the project. Phase one included the development of a full concept plan for the project that included: fenced athletic fields, additional parking, expanded ramadas, enhanced concessions, and exercise stations around the park. This phase of the project was for the overall concept, subject to Council input and approval.

On October 21, 2013 Council approved the first amendment to the agreement which authorized Logan Simpson to develop the design documents and provide post design services for the Friendship Park renovation project. The amendment also extended the term of the contract between the City and Logan Simpson October 21, 2013 until December 13, 2014. The additional term length was required to coordinate the agreement with the proposed construction schedule.

On July 7, 2014 Council approved a second amendment to the agreement which authorized Logan Simpson to prepare design development and construction documents for the Friendship Park improvement project. This phase of the project included the revised plan with the splashpad and extended the term of the project to accommodate all of the project changes.

DISCUSSION:

Approval of this amendment will authorize Logan Simpson to perform additional services as required by the city and outlined below, extend the term of the agreement, and increase the compensation for Logan Simpson based on the enhanced scope of services. The amended term of the contract will be from June 15, 2014 until June 14, 2015.

In accordance with the amended scope of work, Logan Simpson and their sub consultants will provide preconstruction, construction administration, and post-construction services for the project. City staff does not have the required personnel to complete these services in-house. The services provided by Logan Simpson on behalf of the City include:

- Address all City comments during construction
- Attend pre-bid conference and provide potential contractors with a project presentation and overview
- Attend all pre-construction, construction, and post-construction meetings
- Review all contract submittals
- Prepare a project agenda and coordinate project task to ensure project completion as scheduled

The construction contract RFQ release date is scheduled for April 9, 2005 and the revised project schedule based approval of this agreement will be:

- Park Construction RFQ release date April 9, 2015
- Selection of Construction Contractor May 2015
- Project Construction Start June 2015
- Project Completion September 2015

BUDGET IMPACT:

The contract amount is \$58,894 for the amended scope. The original scope of services as amended was contracted for an amount not to exceed \$309,154 over the term of the contract. The new total amount of services provided by Logan Simpson will not exceed \$368,048. Funding for this agreement has been approved and allocated through the Parks, Recreation, and Libraries Capital Improvement Plan (CIP) budget; budget line item 310-1027-00-8210: PK1027 - Friendship Park

RECOMMENDATION:

Staff recommends that the City Council approve the third amendment to the Professional Services Agreement with Logan Simpson Design, Inc. (Logan Simpson) to provide preconstruction, construction administration and post-construction services for the Friendship Park renovation project in the amount not to exceed \$58,894 for the amended scope or \$368,048 for the entire renovation design project; and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[PSA LS Amendment 3](#)

PSA THIRD AMENDMENT – LOGAN SIMPSON DESIGN, INC.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/35989>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3243-415 - Intergovernmental
Agreement with the City of Tolleson for Detention 4/6/2015
Services

MEETING DATE:

TO: Mayor and Council**FROM:** Dale Nannanga, Chief of Police (623) 333-7207**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Tolleson and the City of Avondale allowing Avondale to provide detention services to the City of Tolleson. Tolleson in return will fund one full-time detention officer and pay a monthly stipend to the Avondale City Court for services provided.

BACKGROUND:

Beginning in January 1, 2011, the City of Avondale entered into an intergovernmental agreement which is scheduled to expire on June 30, 2015, for the purpose of providing detention services for the Tolleson Police Department. Since that time, when a Tolleson Officer makes an arrest he/she is no longer taken to the Maricopa County Jail located at 201 S. 4th Avenue in Phoenix by the arresting officer from Tolleson. Rather, the prisoners are transported to the Avondale Police Department's detention facility located at 519 E. Western Avenue, which is approximately ten miles closer to the City of Tolleson, thus saving initial transport and prisoner processing time for the Tolleson police officer. This process also aids the City of Tolleson by saving on booking costs, for misdemeanor prisoners into County Jail, and housing costs per day for those prisoners for the duration of their sentence. In return for these services, the City of Tolleson funds one full-time detention officer and pays a monthly stipend to the Avondale City Court for services provided. The addition of one detention officer benefits the City of Avondale by providing extra detention coverage which in turn allows for fast bookings allowing patrol officers to return to their duties on the street.

DISCUSSION:

Additionally, during this time the City of Tolleson has utilized the services of the Avondale City Court for initial appearances of Tolleson detainees at the Avondale City Jail. To compensate this time, the City Court recommended a charge to the City of Tolleson tied to the cost of Avondale pro tem judges who preside at weekend hearings, including Fridays. Pro tem judges are paid three hours per day at a rate of \$55.00 per hour, which this rate is less than the hourly rate for the City Judge, but greater than the hourly rate for a Clerk III. Accordingly, the City Court believes that the city is fairly compensated by charging the City of Tolleson a weekly rate of \$330.00 per week, which represents two days (6 hours) per week of weekend Pro tem coverage. This charge can be stated as a monthly cost of \$1,430.00 and an annual cost of \$17,160.00.

BUDGET IMPACT:

The Tolleson Police Department has committed financially to fund one full-time detention officer. The cost for one full-time detention officer to include administrative/court costs as described above, salary, overtime, ERE's and uniform allowance is \$100,127.00.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the City of Tolleson which allows for the Avondale Police Department's Detention Facility to provide prisoner bookings, transportation and misdemeanor sentence service. In exchange, the City of Tolleson will provide funds to pay for one full-time detention officer and a monthly stipend to the Avondale City Court.

ATTACHMENTS:**Description**

[Resoltuion 3243-415](#)

RESOLUTION NO. 3243-415

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON RELATING TO DETENTION SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Tolleson relating to the Avondale Police Department providing incarceration, court administration and transportation services for Tolleson prisoners (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, April 6, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3243-415

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF TOLLESON**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of April 6, 2015 between the City of Avondale, an Arizona municipal corporation, acting by and through the Avondale Police Department (“Avondale”), and the City of Tolleson, an Arizona municipal corporation, acting by and through the Tolleson Police Department (“Tolleson”). Avondale and Tolleson are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

A. Avondale owns, and the Avondale Police Department operates, a detention center, located at 519 East Western Avenue, Avondale, Arizona (the “Detention Facility”).

B. Tolleson Police Department desires to utilize the Detention Facility for the processing and the temporary incarceration of Tolleson prisoners (the “Incarceration Services”).

C. Tolleson Police Department desires to utilize the Avondale City Court Judge for the administration of initial court appearances for Tolleson prisoners charged with a misdemeanor offense (the “Administrative Services”).

D. Tolleson Police Department also desires to engage the Avondale Police Department to transport Tolleson prisoners charged with felony offenses (the “Transportation Services”) to the Maricopa County Jail located at 201 South 4th Avenue, Phoenix, Arizona (the “County Jail”).

E. Avondale and Tolleson are authorized to enter into this Agreement under the authority of ARIZ. REV. STAT. § 11-951 *et seq.*

F. The Parties desire to define the terms and conditions under which Avondale will perform the Incarceration Services, the Administrative Services and the Transportation Services (collectively, the “Services”) for Tolleson.

AGREEMENT

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

1. Services.

1.1 Incarceration Services. Except as provided in this Subsection 1.1, Avondale agrees to accept and process all Tolleson prisoners transported to the Detention Facility by Tolleson and to incarcerate such prisoners until such time as Avondale either (i) releases such prisoners on the order of the court or (ii) transports such prisoners to the County Jail. The Parties agree that the Incarceration Services will be administered for the Tolleson prisoners on the same basis that Avondale incarcerates Avondale prisoners.

A. Avondale shall not be required to accept, process or incarcerate any Tolleson prisoner where:

i. The Tolleson prisoner's medical condition would pose a threat to Avondale prisoners or to Detention Facility employees and/or the Tolleson prisoner's medical condition would create a need for medical care that cannot be provided at the Detention Facility; or

ii. The Tolleson prisoner's behavior or mental state demonstrates that the prisoner will pose a threat to Avondale prisoners or to Detention Facility employees; or

iii. Because of events outside of the control of Avondale, it will be unfeasible for the Avondale City Court Judge to administer the Administrative Services for the Tolleson prisoner prior to the next regularly scheduled Avondale initial court appearances.

B. Tolleson shall provide, as requested by Avondale, such administrative supplies as may be necessary for Avondale to accept and process Tolleson prisoners including, but not limited to, fingerprint compliance forms and prisoner DNA packets.

C. Subject to Section 4 below, Tolleson shall be responsible for paying all costs incurred by third parties providing medical care to Tolleson prisoners while such prisoners are in the custody of Avondale.

1.2 Administrative Services. Avondale agrees to make available the Avondale City Court Judge to administer the initial court appearances for each of the Tolleson prisoners charged with misdemeanor offenses. The Parties agree that the Administration Services will be administered for the Tolleson prisoners on the same basis that the Avondale City Court Judge administers initial court appearances for each of the Avondale prisoners charged with misdemeanor offenses.

1.3 Transportation Services. Avondale agrees to transport the Tolleson prisoners charged with felony offenses from the Detention Facility to the County Jail. The Parties agree that the Transportation Services will be administered for the Tolleson prisoners on the same basis that Avondale transports Avondale prisoners to the County Jail. The Parties

acknowledge that Avondale may, but is not required to, transport Tolleson prisoners to or from any locations other than the Detention Facility and the County Jail.

2. Compensation; Payments. For the Initial Term, Tolleson shall pay Avondale \$100,127.00 for the Services, which includes the administrative cost, salary, overtime, ERE's and uniform allowance for the Detention Facility officer. Thereafter, for each subsequent Renewal Term, if any, Tolleson agrees that slight salary and COLA adjustments will be made to the compensation amount as necessary. Tolleson shall pay Avondale the compensation amount agreed upon by the Parties 30 days prior to the beginning of any Renewal Term.

3. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2016 (the "Initial Term"), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (each, a "Renewal Term"), subject to termination as provided in Section 6 below. At least 30 days prior to the termination of either the Initial Term or a Renewal Term, either Party may provide written notification to the other Party of its intention not to renew this Agreement.

4. Indemnification. To the extent permitted by law each Party shall defend, indemnify and hold harmless the other Party and its council members, departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying Party or its council members, departments, officers, employees or agents.

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

6. Budget. Subject to Subsection 7.4 below, each Party shall provide for its own financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its City Council. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Termination.

7.1 For Convenience. This Agreement is for the convenience of the Parties and, as such, may be terminated without cause by either Party by providing the non-terminating Party 30 days' written notice of its intention to terminate.

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

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

7.4 Agreement Subject to Appropriation. Each Part is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such Party's then current fiscal year. Each Party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Party concerning budgeted purposes and appropriation of funds. Should either Party elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and such Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the Party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Parties shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either Party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Party. The Parties hereby waives any and all rights to bring any claim against the each other from or relating in any way to the either Party's termination of this Agreement pursuant to this section.

8. Miscellaneous.

8.1 Independent Contractor. Avondale and Tolleson acknowledge and agree that, in providing the services under this Agreement, Avondale shall be considered an independent contractor, not an employee or agent of Tolleson, except as provided in Section 8.12 below. Avondale and its employees are not entitled to worker's compensation benefits from Tolleson. Tolleson does not have the authority to supervise or control the actual work of Avondale or its employees. Avondale, and not Tolleson, shall determine the time of its performance of the Services provided under this Agreement so long as Avondale performs the Services as set forth in Section 1 above. Tolleson and Avondale do not intend to nor will they combine business operations under this Agreement.

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

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

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

If to Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: David W. Fitzhugh, City Manager

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

If to Tolleson: City of Tolleson
9555 West Van Buren
Tolleson, Arizona 85353
Attn: Reyes Medrano, Jr., City Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix Arizona 85004-2553
Attn: Scott W. Ruby, Esq.

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and

refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

8.5 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 this Agreement which may remain in effect without the invalid provision or application.

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

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

8.8 Laws and Regulations. The Parties agree to comply with the provisions of applicable state and federal regulations governing equal employment opportunity and non-discrimination and immigration. Each Party shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Party is responsible for abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the services, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration standards.

8.9 Disposition of Property upon Termination. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner. With respect to the compensation paid by Tolleson to Avondale pursuant to Section 2 above: (i) if Avondale terminates this Agreement because of a material breach of the Agreement by Tolleson, Avondale shall be entitled to retain the compensation paid by Tolleson; (ii) if Tolleson terminates this Agreement because of a material breach of the Agreement by Avondale or if either Party terminates this Agreement for convenience, Avondale shall return to Tolleson a prorated portion of the compensation paid by Tolleson pursuant to Section 2 above calculated as of the date Tolleson provides written notice to Avondale of the material breach.

8.10 Approvals. With respect to any provision of this Agreement requiring the consent or approval of either Party as to any matter, unless specifically provided to the contrary

in the particular provision requiring such consent or approval, that consent or approval shall not be unreasonably withheld, conditioned or delayed by the Party whose consent or approval is required.

8.11 Assignment; Delegation. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.

8.12 Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

8.13 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

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

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

8.16 E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty.

The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

IN WITNESS WHEREOF, Avondale and Tolleson have executed this Agreement as of the date of the last signature set forth below.

“Avondale”

“Tolleson”

CITY OF AVONDALE, an Arizona
municipal corporation

CITY OF TOLLESON, an Arizona
municipal corporation

Kenneth N. Weiss, Mayor

Adolfo F. Gámez, Mayor

Date

Date

ATTEST:

ATTEST:

Carmen Martinez, City Clerk

Chris Hagen, City Clerk

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

Andrew J. McGuire
Avondale City Attorney

Scott W. Ruby
Tolleson City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3244-415 - Authorizing Renewal of Membership in the Arizona Metropolitan Trust

MEETING DATE:

4/6/2015

TO: Mayor and Council**FROM:** David Fitzhugh, City Manager (623) 333-1014**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff requests the Mayor and City Council adopt a resolution authorizing renewal of the City of Avondale's membership in the Arizona Metropolitan Trust to provide employee health insurance and other benefits.

BACKGROUND:

The City Council adopted Resolution 3034-312 authorizing the City's participation in the Metropolitan Phoenix Municipal Employee Benefit Trust (aka Arizona Metropolitan Trust - AzMT) at their meeting of March 19, 2012. This trust was comprised of the cities of Apache Junction, Avondale, El Mirage, and Youngtown. Avondale's initial membership period expires on June 30, 2015 and must be renewed should Avondale decide to continue participating in the Trust.

DISCUSSION:

The City's main purpose of joining the Trust was to control premium costs, primarily through the management of administrative costs. This strategy has proven substantially successful as evidenced by this year's premiums remaining at current levels with the exception of a slight increase in the High Deductible Plan. This increase is to offset the elimination of the HDHP 1 plan and a reduction in the deductible amount from \$3,000/\$6,000 to \$2,600/\$5,200.

The Trust projects the City of Avondale will have approximately 431 employees and 1,080 dependents participating in the plans for Fiscal Year 2015-16. This past year two additional member agencies have been added, Pinal County and Buckeye Valley Fire District, substantially increasing the number of participating employees and dependents and further strengthening the Trust's financial position.

The Agreement and Declaration of Trust states the initial membership term as three (3) years terminating on June 30, 2015. On February 24, 2015, the Trust Board members voted to renew Avondale's membership for the next three year period beginning on July 1, 2015 and ending on June 30, 2018. The Trust requires entities wishing to accept the renewal offer do so by resolution.

Staff recommends adopting a resolution authorizing the renewal of Avondale's membership in AzMT for the next three (3) years.

BUDGET IMPACT:

Funds required to to pay Avondale's premium costs will be included in the proposed Fiscal Year 2015-2016 Operating Budget to be adopted by Council on June 18, 2015.

RECOMMENDATION:

Staff recommends the Mayor and City Council adopt a resolution approving the City of Avondale's membership in the Arizona Metropolitan Trust to provide employee health insurance and other benefits provided through the Trust.

ATTACHMENTS:

Description

[Resolution 3244-415](#)

RESOLUTION NO. 3244-415

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE RENEWAL OF THE CITY OF AVONDALE'S MEMBERSHIP IN THE ARIZONA METROPOLITAN TRUST.

WHEREAS, the Council of the City of Avondale (the "City Council") is empowered pursuant to ARIZ. REV. STAT. § 11-981(A) to procure health, accident, life or disability benefits for employees and officers of the City of Avondale (the "City") through either an insurer licensed by the State or a program of self-insurance; and

WHEREAS, ARIZ. REV. STAT. §§ 11-952 and 11-952.01 provide that two or more public agencies may join together to provide for health, accident, life or disability benefits for employees and officers of the City through either an insurer licensed by the State or a program of self-insurance; and

WHEREAS, on March 19, 2012, the City Council authorized the City's membership in the Arizona Metropolitan Trust f/k/a the Metropolitan Phoenix Municipal Employee Benefit Trust (the "Trust") to provide employee benefits of the type generally described under the provisions of ARIZ. REV. STAT. §§ 11-952 and 11-952.01; and

WHEREAS, the City's current term of membership as a Participating Entity expires on June 30, 2015; and

WHEREAS, the Trust's Board of Trustees has offered a three-year renewal membership to the City commencing on July 1, 2015, and terminating on June 30, 2018 (the "Renewal Period"); and

WHEREAS, the City Council (i) finds and determines that renewal of the City's membership in the Trust will serve the interests of the City and its employees and (ii) wishes to renew its participation in the Trust for the Renewal Period; and

WHEREAS, continuing participation in the Trust requires acceptance by the City through a resolution adopted by the City Council.

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

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

SECTION 2. The City Council hereby authorizes membership in the Trust for the Renewal Period.

SECTION 3. The Mayor, the City Manager or authorized designee, 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 Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, April 6, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3245-415 - Adoption of Council Goals
FY 2015-16

MEETING DATE:

4/6/2015

TO: Mayor and Council**FROM:** Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt a resolution establishing Council goals for fiscal year 2015-2016.

BACKGROUND:

The Avondale City Council held its Goal Setting session on Saturday, January 10, 2015 as part of a day-long visioning/goal setting session, and attended by the Mayor, City Council members, Executive Management and Department Directors.

In addition to formulating an overall Council Vision for the city, the Council reviewed the goals and accomplishments of the previous year, as well as the city's current financial condition; discussed the findings of the 2014 Citizen Satisfaction Survey, and then discussed its top priority goals for the upcoming year.

DISCUSSION:

The primary task for establishing these goals was to give the City Manager direction in preparing the budget and working with department directors on departmental work plans for the next fiscal year. As such, it is anticipated that the final budget presented to Council for fiscal year 2015-2016 will allocate resources necessary to accomplish these goals to the extent possible. The Mayor and Council's priorities have been developed under the umbrella of the following goals for the 2015-2016 fiscal year.

GOAL: COMMUNITY DEVELOPMENT/ECONOMIC DEVELOPMENT

- Make Avondale a "City of Choice" for investors and the development community
- Continue to focus economic development efforts in the areas of emphasis: medical/technology, youth & amateur sports, office/manufacturing, City Center development
- Strive towards an economic development "success story" on Avondale Boulevard
- Review the City's development impact fees and revise if necessary to ensure that the City is competitive

- Encourage development of a wide a range of residential housing mix, amenities and affordability
- Build flexibility into the City's processes

GOAL: COMMUNITY INVOLVEMENT

- Support Council's desire and efforts to recognize business owners, veterans and other individuals at city council meetings and invite groups and organizations to lead in the Pledge of Allegiance
- Build awareness and expand community outreach and engagement through social media and other means
- Coordinate and promote volunteerism in the community
- Support community programs and initiatives involving the Arts
- Continue to explore ways to encourage service on boards and commissions
- Continue to build upon partnership with Estrella Mountain Community College to provide workforce training opportunities for young people

GOAL: STAFF RETENTION

- Encourage "growth from within" practices and prepare staff where possible
- Provide a total salary increase package in the 3 to 4 % range
- Allow Department head discretion on distribution of increases for non-represented groups

GOAL: ENVIRONMENTAL LEADERSHIP

- Build awareness regarding the City's safe, reliable and adequate water supply (Drought does not equal shortage.)
- Address storm drain maintenance and capacity

GOAL: FINANCIAL STABILITY

- Ensure that the City is prepared to deal with future economic conditions due to the Legislature and other outside forces
- Continue to develop a long-range asset replacement plan for water and wastewater
- Continue to develop a long-range debt reduction plan for the city

GOAL: TRANSPORTATION MANAGEMENT

- Develop and implement funding plan to address aging infrastructure (streets and sidewalks) through the street maintenance and replacement plan
- Continue to address neighborhood traffic issues

GOAL: QUALITY OF LIFE

- Explore opportunities to expand the slate of community festivals such as Billy Moore Days and Movie Nights
- Explore options for supporting special events and additional partnerships with Phoenix International Raceway, Estrella Mountain Community College, HOAs and other entities.
- Explore opportunities for park or recreational amenities throughout the City
- Continue to support Avondale's schools by building upon the City's Education Initiative

GOAL: PUBLIC SAFETY

- Implement innovative strategies to address property crimes identified in the 2014 Resident Satisfaction Survey

BUDGET IMPACT:

It is anticipated that the final budget presented to Council for fiscal year 2015-2016 will allocate resources necessary to accomplish the above-mentioned goals to the extent possible.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution establishing Council goals for fiscal year 2015-2016.

ATTACHMENTS:

Description

[Resolution 3245-415](#)

RESOLUTION NO. 3245-415

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ESTABLISHING PRIORITY GOALS FOR FISCAL YEAR 2015-2016.

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

SECTION 1. The City Council's priority goals are hereby adopted for fiscal year 2015-2016 in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, April 6, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3245-415

[Council Goals]

See following pages.

CITY COUNCIL GOALS FOR FISCAL YEAR 2015-2016

GOAL: COMMUNITY DEVELOPMENT/ECONOMIC DEVELOPMENT

- Make Avondale a “City of Choice” for investors and the development community.
- Continue to focus economic development efforts in the areas of emphasis: medical/technology, youth & amateur sports, office/manufacturing and City Center development.
- Strive towards an economic development “success story” on Avondale Boulevard.
- Review the City’s development impact fees and revise if necessary to ensure that the City is competitive.
- Encourage development of a wide a range of residential housing mix, amenities and affordability.
- Build flexibility into the City’s processes.

GOAL: COMMUNITY INVOLVEMENT

- Support Council’s efforts to recognize business owners, veterans and other individuals at City Council meetings and invite groups and organizations to lead in the Pledge of Allegiance.
- Build awareness and expand community outreach and engagement through social media and other means.
- Coordinate and promote volunteerism in the community.
- Support community programs and initiatives involving the Arts.
- Continue to explore ways to encourage service on boards and commissions.
- Continue to build upon the partnership with Estrella Mountain Community College to provide workforce training opportunities for young people.

GOAL: STAFF RETENTION

- Encourage “growth from within” practices and prepare staff where possible.
- Provide a total salary increase package in the 3 to 4 % range.
- Allow Department head discretion on distribution of increases for non-represented groups.

GOAL: ENVIRONMENTAL LEADERSHIP

- Build awareness regarding the City’s safe, reliable and adequate water supply (drought does not equal shortage).
- Address storm drain maintenance and capacity.

GOAL: FINANCIAL STABILITY

- Ensure that the City is prepared to deal with future economic conditions due to the Legislature and other outside forces.
- Continue to develop a long-range asset replacement plan for water and wastewater.
- Continue to develop a long-range debt reduction plan for the City.

GOAL: TRANSPORTATION MANAGEMENT

- Develop and implement funding plan to address aging infrastructure (streets and sidewalks) through the street maintenance and replacement plan.
- Continue to address neighborhood traffic issues.

GOAL: QUALITY OF LIFE

- Explore opportunities to expand the slate of community festivals such as Billy Moore Days and Movie Nights.
- Explore options for supporting special events and additional partnerships with Phoenix International Raceway, Estrella Mountain Community College, HOAs and other entities.
- Explore opportunities for park or recreational amenities throughout the City.
- Continue to support Avondale's schools by building upon the City's Education Initiative.

GOAL: PUBLIC SAFETY

- Implement innovative strategies to address property crimes identified in the 2014 Resident Satisfaction Survey.



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1574-415 - ROW Acquisition and PUE
for Indian Springs Road South of the Gila River
at PIR

MEETING DATE:

4/6/2015

TO: Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director, 623-333-4012**THROUGH:** Dave Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance authorizing the acquisition of right-of-way (ROW) and public utility easement (PUE) on Indian Springs Road located south of the Gila River Bridge at Phoenix International Raceway (PIR), authorize the transfer of \$1,000 from CIP Water Fund Line Item 514-1057-00-8520 to CIP Water Fund Line Item 514-1139-00-8520, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On November 22, 2010, City Council approved the Development Agreement with PIR which included provisions for water and sewer infrastructure improvements. On September 9, 2012, City Council approved the construction of waterlines and a sewer force main in South Avondale. This work was completed on August 8, 2013. Portions of these pipelines were located within the Indian Springs Road ROW located in State Trust Land. Rental and right-of-entry (ROE) to allow construction to proceed were obtained from State Land through Application 16-115055.

DISCUSSION:

The approximate 5.78 acre curvilinear strip of property consists of the north half of Indian Springs Road and the old 115th Avenue alignment at the northeasterly frontage and entrance to PIR south of the Gila River. The cost of the ROW and PUE, including estimated advertising and administrative fees, totaled \$55,545. In order to obtain the ROE allowing construction to proceed, a check in this amount was issued and is on deposit with the Arizona State Land Department.

On February 19, 2015, the Arizona State Land Commissioner approved the sale of this ROW per Order No. 062-2014/2015. This is the remaining parcel of ROW and PUE needed to perfect the roadway and utility connections to PIR.

BUDGET IMPACT:

The estimated cost of the ROW and PUE, which has already been paid by the City and is currently on deposit with Arizona State Land Department, is \$55,545. However, because this property will need to go to auction, there may be additional advertising and administration fees. It is anticipated that these costs will not exceed \$1,000. Ordinance 1575-415 - Accepting Various Water Easements000. Funding in the amount of \$1,000 is available in CIP Water Fund Line Item 514-1057-00-8520, Citywide Water System Improvements, and is proposed to be transferred to CIP Water Fund Line Item 514-1139-00-8520, Waterline on 115th Ave, Lower Buckeye to Gila River.

RECOMMENDATION:

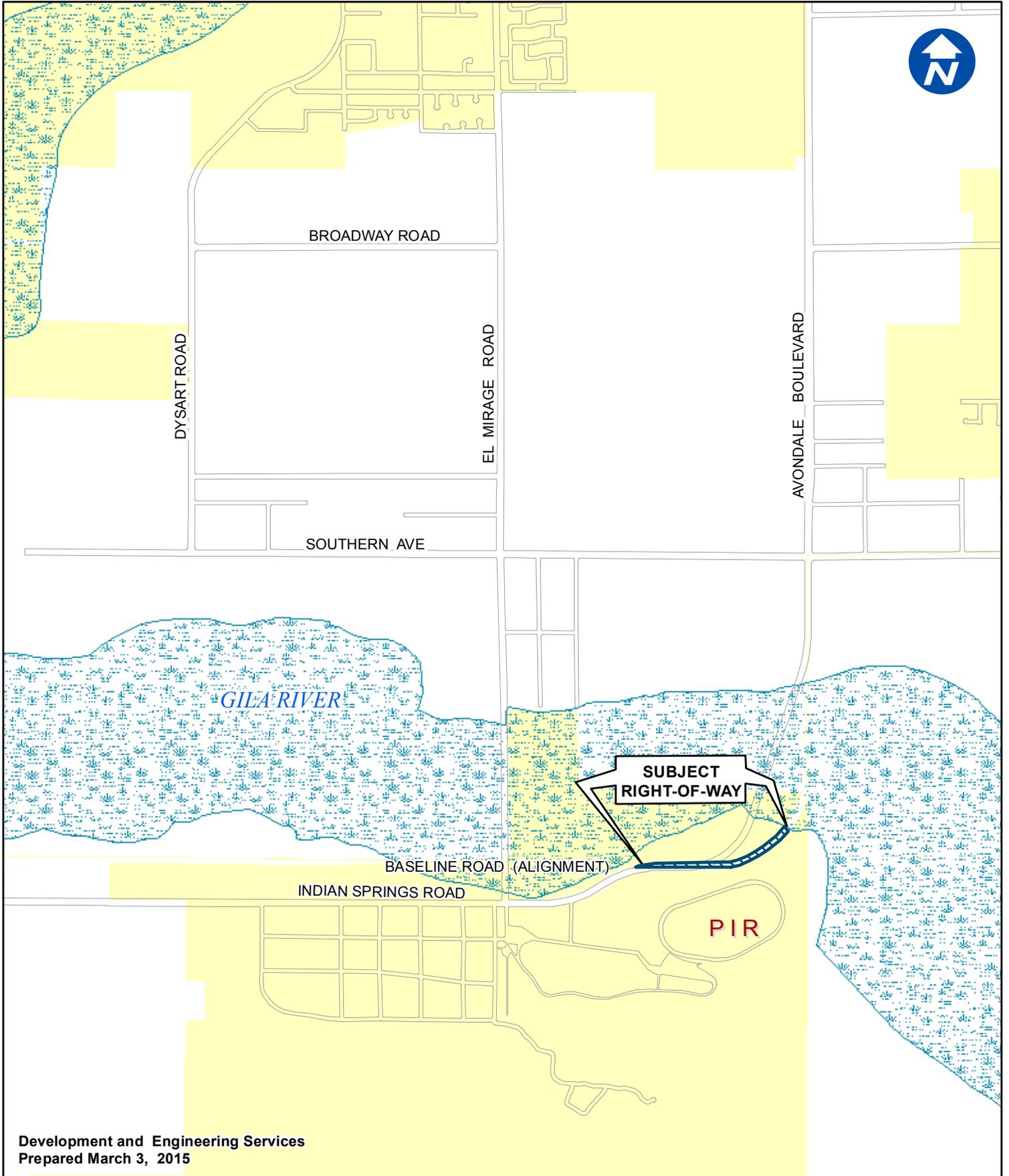
Staff recommends that the City Council adopt an ordinance authorizing the acquisition of right-of-way (ROW) and public utility easement (PUE) on Indian Springs Road located south of the Gila River Bridge at Phoenix International Raceway (PIR), authorize the transfer of \$1,000 from CIP Water Fund Line Item 514-1057-00-8520 to CIP Water Fund Line Item 514-1139-00-8520, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Location Map](#)

[Ordinance 1574-415](#)

VICINITY MAP



Development and Engineering Services
Prepared March 3, 2015

0 1,000 2,000 4,000 Feet

Indian Springs Road Right-of-Way and PUE

ORDINANCE NO. 1574-415

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, on September 9, 2012, the Council of the City of Avondale (the “City Council”) approved construction of the South Avondale water and sewer pipelines which were completed August 8, 2013. Portions of these pipelines were located in the State Trust Land right-of-way and public utility easement referred to as that certain curvilinear strip of real property totaling ± 5.78 acres, generally located along the north half of Indian Springs Road and the old 115th Avenue alignment at the northeasterly frontage and entrance to the Phoenix International Raceway south of the Gila River, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, rental and right-of-entry for the Property were obtained from the Arizona State Land Department (“ASLD”) per application 16-116055 to allow construction to proceed. The estimated cost of obtaining a permanent right-of-way and public utility easement (the “ROW/PUE”) over the Property, including estimated advertising, appraisal and administrative fees, is \$57,945, and is on deposit with ASLD; and

WHEREAS, on February 19, 2015, the State Land Commissioner approved the sale of the ROW/PUE per Order No. 062-2014/2015 (the “Sale”). The Sale was approved by the Board of Appeals on March 12, 2015, and is set for public auction on June 4, 2015. It is anticipated that the City will be the only bidder and the purchase price is expected to match the appraised value on deposit; and

WHEREAS, the City desires to acquire the ROW/PUE containing the water and sewer pipelines and for future expansion of City facilities; and

WHEREAS, the City Council desires to authorize the participation in the public auction relating to the Property and the acquisition of the ROW/PUE if the City is the successful bidder.

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 City Manager or his authorized designee is hereby authorized to participate in a public auction for the sale of the ROW/PUE, including any steps necessary to allow the City's full participation.

SECTION 3. Acquisition of the ROW/PUE, if the City is the successful bidder, 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 of portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager or his authorized designee, 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, April 6, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1574-415

[Legal description and map of Property]

See following pages.

RIGHT-OF-WAY

Indian Springs Road – at Baseline Alignment and 115th Avenue South of the Gila River
Overlaying portions of ASLD Right-of-way No. 9-3362, 16-83812 and 16-91242

Legal Description

That part of the South half of Section 36, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Beginning at a point on the south line of Said Section 36 from which the Southeast corner thereof bears South 89 Degrees 30 Minutes 52 seconds East, 1337.84 feet distant;

Thence North 89 Degrees 30 minutes 52 seconds West along said south line, a distance of 1721.16 feet;

Thence departing from said south line North 66 degrees 35 minutes 57 seconds East a distance of 144.75 feet;

Thence South 14 degrees 03 minutes 21 seconds East a distance of 3.72 feet to a point on a line parallel with and 55 feet North of the South line of said Section 36;

Thence South 89 degrees 30 minutes 52 seconds East a distance of 1144.16 feet to the beginning of a curve concave northwesterly having a radius of 1707.94 feet;

Thence departing from said parallel line, along said curve through a central angle of 39 degrees 00 minutes 01 seconds, an arc distance of 1707.94 feet;

Thence North 41 degrees 40 minutes 13 seconds East on a non-tangent line a distance of 289.24 feet to an angle point on the Easterly line of Arizona State Land Department Right-of-Way No. 16-100396;

Thence North 42 degrees 57 minutes 13 seconds East along said easterly line a distance of 192.26 feet to the most Easterly Northeast corner of said Right-of-Way No. 16-100396;

Thence departing from said Right-of-Way line, South 54 degrees 46 minutes 05 seconds East a distance of 119.98 feet;

Thence South 02 degrees 53 minutes 32 seconds East a distance of 120.00 feet;

Thence South 88 degrees 55 minutes 32 seconds West a distance of 100 feet to a point on the southeasterly line of Arizona State Land Department Right-of-Way No. 9-3362 and a point on a non-

RIGHT-OF-WAY

Legal Description, continued

tangent curve concave northwesterly, the radius of which bears North 49 degrees 55 minutes 03 seconds West, 1817.94 feet distant;

Thence along said curve also being the southeasterly line of said Right-of-Way No. 9-3362 through a central angle of 36 degrees 16 minutes 34 seconds for an arc distance of 1151.01 feet to the Point of Beginning.

Said property contains 5.78 acres area, more or less

SW corner Sec 36

R/W No.
9-3362



NOTE:
This Map is not a boundary survey. Right-of-way location data is based upon information obtained from Maricopa County and Arizona State Land Dept. records including: ASLD R/W No. 16-100396 and Plans for 116th Avenue Bridge at Gila River - MCDOT Project No 68832

INDIAN SPRINGS ROAD

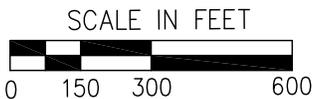
CURVE TABLE				
NO	RADIUS	LENGTH	DELTA	RADIAL
C-1	1707.94'	1162.57'	39°00'01"	N00°29'08"E
C-2	1817.94'	1151.01'	36°16'34"	N49°55'03"W

LINE TABLE		
NO	BEARING	DISTANCE
1	N66°35'57"E	144.75'
2	S14°03'21"E	3.72'
3	N41°40'13"E	289.24'
4	N42°57'13"E	192.26'
5	S54°46'05"E	119.98'
6	S02°53'32"E	120.00'
7	S88°55'32"W	100.00'

Point of Beginning

**SUBJECT
RIGHT-OF-WAY
AREA 5.78 ACRES**

Southeast corner Section 36
Township 1 North, Range 1 West
Gila & Salt River Meridian,
Maricopa County, Arizona



S89°30'52"E 1337.84'

R/W No.
16-100396

R/W No.
16-83812

South Line ASLD Pat.
No. 54-98972-01

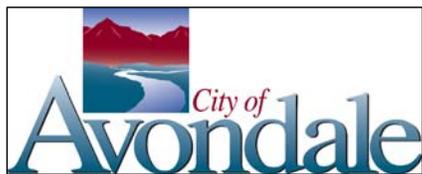
AVONDALE BOULEVARD
at Gila River Bridge

R/W No.
9-3362

East 1/4 corner
Section 36

R/W No.
16-91242

N00°07'04"W



ENGINEERING
DEPARTMENT

EXHIBIT MAP

Roadway Right-of-way over portions of
ASLD No. 9-3362, 16-83812, 16-91242

DATE: 8-9-2011
DSN: _____
DRN: LS
CHK: _____

PROJECT NAME
AVONDALE BLVD ROW
SOUTH OF GILA RIVER



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1575-415 - Accepting Various Water Easements

MEETING DATE:

4/6/2015

TO: Mayor and Council**FROM:** Cindy Blackmore, 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 various water easements at the Legacy Apartments and Newport Apartments to allow construction of new water metering facilities.

DISCUSSION:

The Public Works Department is continuing its process of bringing some of the existing older facilities in the City up to the new standards that are required for protecting the City water supply. This effort also provides access for staff to existing water meters and facilities that are currently on private property. This ordinance will enable the City to construct and maintain new metering facilities for both the Legacy and Newport Apartment complexes. (See attached vicinity map) Staff will be bringing City Council a construction contract in the near future that will construct these facilities.

BUDGET IMPACT:

There will be no financial impact to the City for the approval of this Ordinance.

RECOMMENDATION:

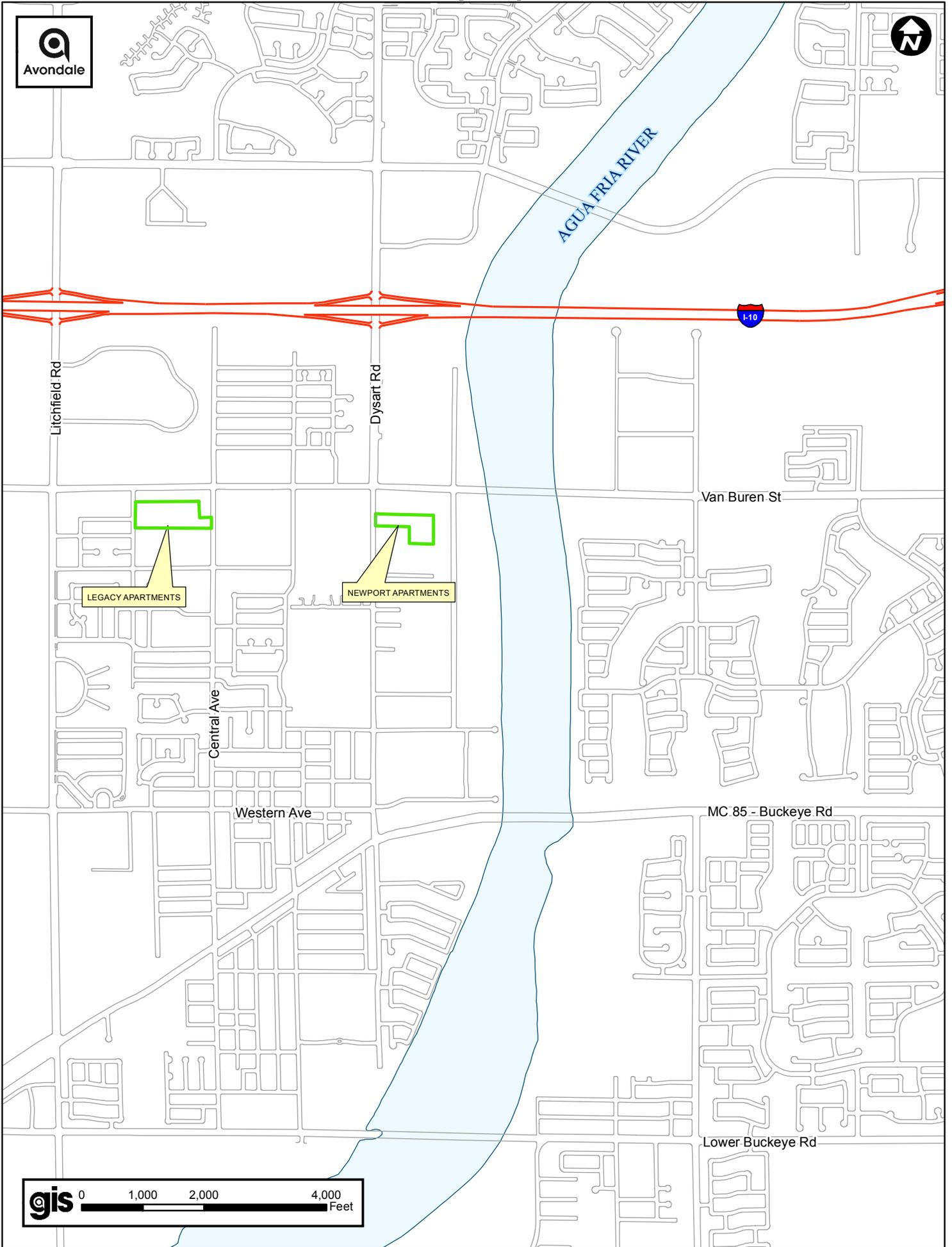
Staff recommends that the City Council adopt an ordinance accepting the dedication of various water easements at the Legacy Apartments and Newport Apartments to allow construction of new water metering facilities.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[Ordinance 1575-415](#)

Vicinity Map



ORDINANCE NO. 1575-415

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF TWO WATERLINE EASEMENTS FOR PUBLIC USE.

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

SECTION 1. A waterline easement over, across and under \pm 0.0172 acres of real property generally located south of Van Buren Street and west of Central Avenue in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 500-09-009, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale (the "City") from Legacy Las Casitas, LLC, an Arizona limited liability company, for public use.

SECTION 2. A waterline easement over, across and under \pm 0.0101 acres of real property generally located south of Van Buren Street and east of Dysart Road in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 500-24-012B, as more particularly described and depicted in Exhibit B, attached hereto and incorporated herein by reference, is hereby accepted by the City from CCW Newport, L.L.C., a Utah limited liability company, for public use.

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

PASSED AND ADOPTED by the Council of the City of Avondale, April 6, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1575-415

[Legacy Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION
WATER UTILITY EASEMENT
(PART OF APN 500-09-009)**

That portion of Parcel number 5 described in Maricopa County Recorders Office (MCR) instrument no. 2012-1161881, located in the Northwest quarter (NW1/4) of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner of the northeast quarter of the northwest quarter (north quarter 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 926, page 41, from which for a bearing reference the southeast corner of the northeast quarter of the northwest quarter of said Section 10, being marked by a City of Avondale brass cap in hand hole per said MCR Book 926, page 41, bears South 00° 15' 28" West, 1320.47 feet;

Thence along the east line of said northeast quarter of the northwest quarter of Section 10, South 00° 15' 28" West, 540.31 feet;

Thence leaving said east line, North 89° 44' 32" West, 40.00 feet to the east line of said Parcel number 5, and the POINT OF BEGINNING;

Thence leaving said east Parcel line, continuing North 89° 44' 32" West, 50.00 feet to the west line of the east 50.00 feet of said Parcel number 5;

Thence along said west line, South 00° 15' 28" West, 20.00 feet;

Thence South 89° 44' 32" East, 25.00 feet to the west line of the east 25.00 feet of said Parcel number 5;

Thence along last said west line, North 00° 15' 28" East, 10 feet;

Thence South 89° 44' 32" East, 25.00 feet back to said east line of Parcel number 5;

Thence along said east Parcel line, North 00° 15' 28" East, 10.00 feet back to the POINT OF BEGINNING;

Easement contains 750 square feet or 0.0172 acres more or less.

Exhibit Map Attached and made a part hereon.



Expires 03/31/2016

EXHIBIT MAP

WATER UTILITY EASEMENT

A PORTION OF DEED
MCR 2012-1161881
PARCEL NO. 5 OF DEED
AND DEPICTED ON RECORD
OF SURVEY MCR 926-41
APN 500-09-009
SECTION 10, T 1 N, R 1 W

POINT OF COMMENCING
NORTHEAST CORNER OF
THE NORTHEAST QUARTER,
OF THE NORTHWEST QUARTER
OF SECTION 10, PER MCR 926-41
CITY OF AVONDALE BRASS CAP IN
HANDHOLE, NO OTHER IDENTIFICATION
(NORTH QUARTER CORNER)

APN 500-09-009
PARCEL NO. 5 OF DEED
LEGACY LAS CASITAS, LLC

P.O.B.
L1
L2
L3
L4
L5
L6
WATER UTILITY EASEMENT

MONUMENT LINE

40'
R/W

40.00'
TIE BEARING
N89°44'32"W
S00°15'28"W
(BASIS OF BEARING)
CENTRAL AVENUE

40'
R/W

1320.47'

VAN BUREN STREET

LA CANADA BOULEVARD

SCALE
1"=60'

LEGEND

APN=ASSESSOR
PARCEL
NUMBER
MCR=MARICOPA
COUNTY
RECORDERS
P.O.B.=POINT
OF
BEGINNING
R/W = RIGHT OF
WAY

LINE TABLE

L1=	N89°44'32"W	50.00'
L2=	S00°15'28"W	20.00'
L3=	S89°44'32"E	25.00'
L4=	N00°15'28"E	10.00'
L5=	S89°44'32"E	25.00'
L6=	N00°15'28"E	10.00'

CRS

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

SOUTHEAST CORNER OF
THE NORTHEAST QUARTER,
OF THE NORTHWEST QUARTER
OF SECTION 10, PER MCR 926-41
CITY OF AVONDALE BRASS CAP IN
HANDHOLE, NO OTHER IDENTIFICATION



EXPIRES 03/31/2016

EXHIBIT B
TO
ORDINANCE NO. 1575-415

[Newport Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION
WATER UTILITY EASEMENT
(PART OF APN 500-24-012B)**

That portion of the parcel described in Maricopa County Recorders Office (MCR) instrument no. 2013-0975552, located in the Northwest quarter (NW1/4) of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 11, being marked by a City of Avondale brass cap in handhole per description on the Results of Survey recorded in Maricopa County Recorders Office (MCR) Book 1181, page 12, from which for a bearing reference the west quarter corner of said Section 11, being marked by a City of Avondale brass cap in hand hole per said MCR Book 1181, page 12, bears South 00° 00' 10" East, 2646.82 feet;

Thence along the west line of said Section 11, South 00° 00' 10" East, 490.13 feet;

Thence leaving said west line, North 89° 59' 50" East, 40.00 feet to the east line of the west 40.00 feet of said Section 11, being the west line of said Parcel MCR instrument no. 2013-0975552, the east line of road right of way per 1958 MCR Docket 2415, page 164, and the POINT OF BEGINNING;

Thence leaving said west Parcel line and said east road right of way line, continuing North 89° 59' 50" East, 9.00 feet to the east line of the west 49.00 feet of said Section 11;

Thence leaving last said east line, South 50° 00' 10" East, 20.00 feet;

Thence South 39° 59' 50" West, 15.00 feet;

Thence South 89° 59' 50" West, 14.68 feet back to said west Parcel line of MCR instrument no. 2013-0975552, also being said east road right of way line;

Thence along said west Parcel line and east road right of way line, North 00° 00' 10" West, 24.35 feet back to the POINT OF BEGINNING;

Easement contains 438 square feet or 0.0101 acres more or less.

Exhibit Map Attached and made a part hereon.



Expires 03/31/2016

EXHIBIT MAP

WATER UTILITY EASEMENT

A PORTION OF DEED
 MCR 2013-0975552
 APN 500-24-012B
 SECTION 11, T 1 N, R 1 W

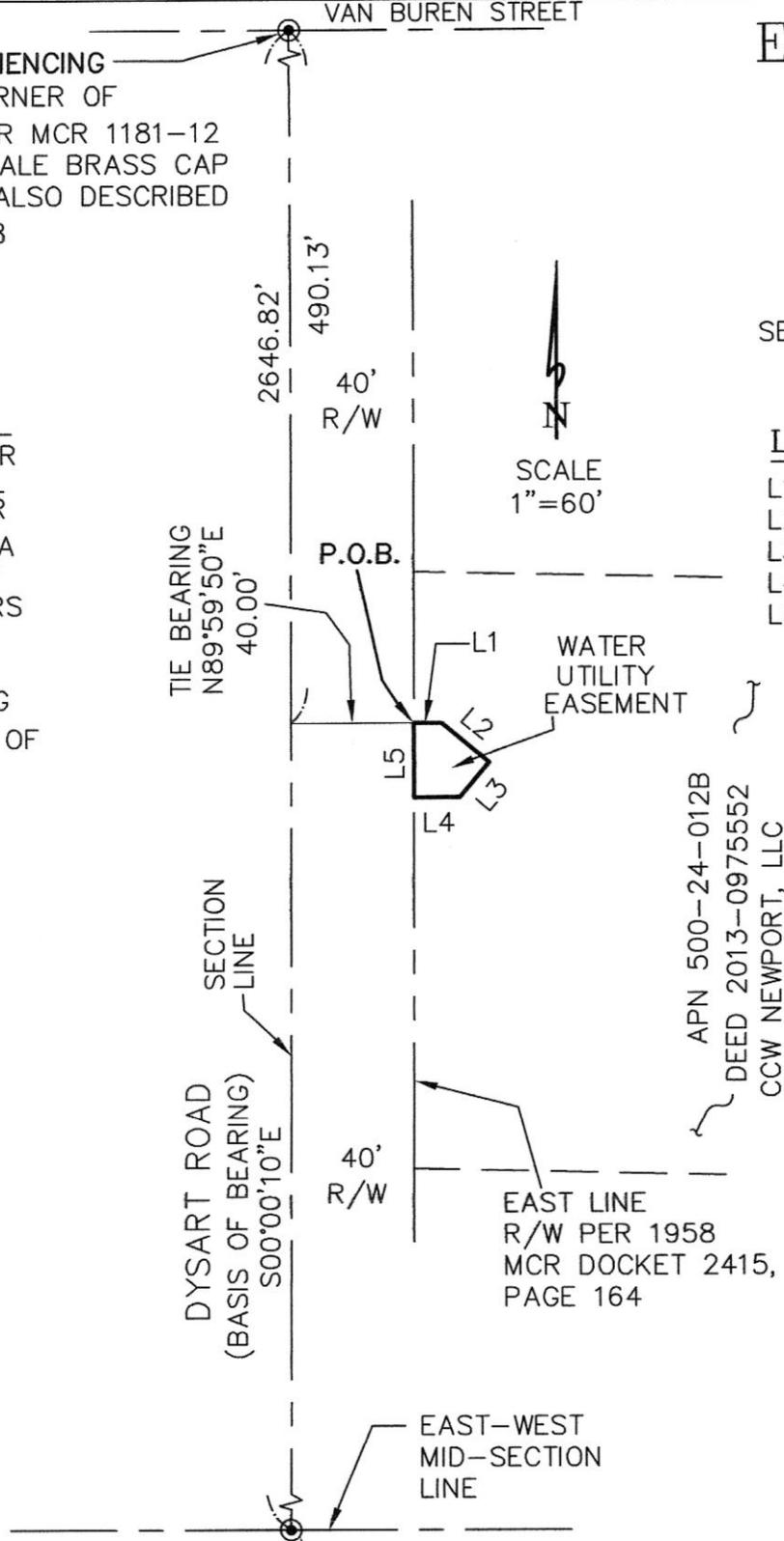
LINE TABLE

L1=	N89°59'50"E	09.00'
L2=	S50°00'10"E	20.00'
L3=	S39°59'50"W	15.00'
L4=	S89°59'50"W	14.68'
L5=	N00°00'10"W	24.35'

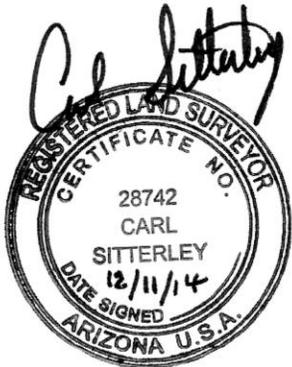
POINT OF COMMENCING
 NORTHWEST CORNER OF
 SECTION 11, PER MCR 1181-12
 CITY OF AVONDALE BRASS CAP
 IN HANDHOLE, ALSO DESCRIBED
 IN MCR 694-38

LEGEND

- APN=ASSESSOR
 PARCEL
 NUMBER
- MCR=MARICOPA
 COUNTY
 RECORDERS
- P.O.B.=POINT
 OF
 BEGINNING
- R/W = RIGHT OF
 WAY



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



EXPIRES 03/31/2016



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1576-415 - Accepting the Dedication of Real Property for Public Use

MEETING DATE:

4/6/2015

TO: Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director, 623-333-4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance accepting the dedication of certain real property generally located along Pioneer Street at the southwest corner of 124th Avenue for use as public right-of-way (ROW) and public utility easement (PUE), and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents.

BACKGROUND:

Mr. Ramon Lopez is building a new single family home located along Pioneer Street at the southwest corner of 124th Avenue (Parcel APN 500-65-003H) on an undeveloped piece of property. (See attached vicinity map) Mr. Ramon Lopez has agreed to dedicate the half street ROW (25') and an adjacent PUE (8') for Pioneer Street along his property frontage.

DISCUSSION:

Pioneer Street between 124th and 125th Avenue is planned to be a local street section (60' total ROW). The north half-street improvements (30' ROW) have been built out and consist of asphalt pavement, curb and gutter, and sidewalk. The south half street has yet to be built. The right-of-way strip dedicated by Mr. Ramon Lopez is necessary to build-out and finish the local street section for Pioneer Street between 124th and 125th Avenues.

BUDGET IMPACT:

Accepting the dedication of the right-of-way will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends that City Council adopt an ordinance accepting the dedication of certain real property generally located along Pioneer Street at the southwest corner of 124th Avenue for use as public right of way (ROW) and public utility easement (PUE), and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[Ordinance 1576-415](#)



S 125th Ave

W Miami Ave

S 124th Ave

W Bohne Cir

W Whyman Cir

W Pioneer St

500-65-003H

Avondale

Aspiring. Achieving. Accelerating.

ORDINANCE NO. 1576-415

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY AND A PUBLIC UTILITY EASEMENT FOR PUBLIC USE.

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

SECTION 1. The dedication of real property totaling \pm 0.215 acres, generally located west of 124th Avenue along Pioneer Street in Avondale, Arizona (the "Property"), as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the "Property"), is hereby accepted by the City of Avondale (the "City") from Ramon L. Lopez and Yolanda R. Lopez, husband and wife, for public use.

SECTION 2. A public utility easement, over, under and across \pm 0.0969 acres of real property, generally located west of 124th Avenue along Pioneer Street in Avondale, Arizona, as more particularly described and depicted on Exhibit B attached hereto and incorporated herein by reference (the "Easement"), is hereby accepted by the City from Ramon L. Lopez and Yolanda R. Lopez, husband and wife, for public use.

SECTION 3. 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, April 6, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1576-415

[Legal Description and Map of the Property]

See following pages.

FUTURE R/W DESCRIPTION FOR A.P.N. 500-65-003-H

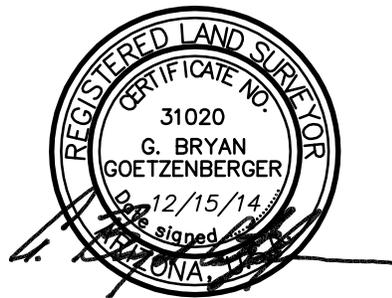
A portion of Parcel No. 1 & Parcel No. 2 of the MINOR LAND DIVISION MAP, recorded in Book 905 of Maps, Page 27, records of Maricopa County, Arizona, being located in a portion of the Northeast quarter of Section 23, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows;

*That portion of said Parcel No. 1 & Parcel No. 2 lying North of the following described line;
COMMENCING at the Northeast corner of said Parcel No 2;*

Thence along the East line of said Parcel No. 2, South 01 degrees 17 minutes 28 seconds East 50.01 feet to the POINT OF BEGINNING;

Thence North 45 degrees 27 minutes 47 seconds West 28.69 feet to a point on a line 30.00 feet South of and parallel with the North line of said Parcel No. 2;

Thence along said parallel line, North 89 degrees 38 minutes 05 seconds West 286.13 feet to a point on the West line of said Parcel No. 1, said point being the POINT OF TERMINUS.



EXPIRES 3/31/15

JOB NO.: 060604
SECTION: 23
TOWNSHIP: 1 NORTH
RANGE: 1 WEST
DATE: DECEMBER 15, 2014
SHEET 1 OF 1

REFERENCE DOCUMENTS
SURVEYS (R) M.C.R.
1. PLAT BK. 905 PG. 27



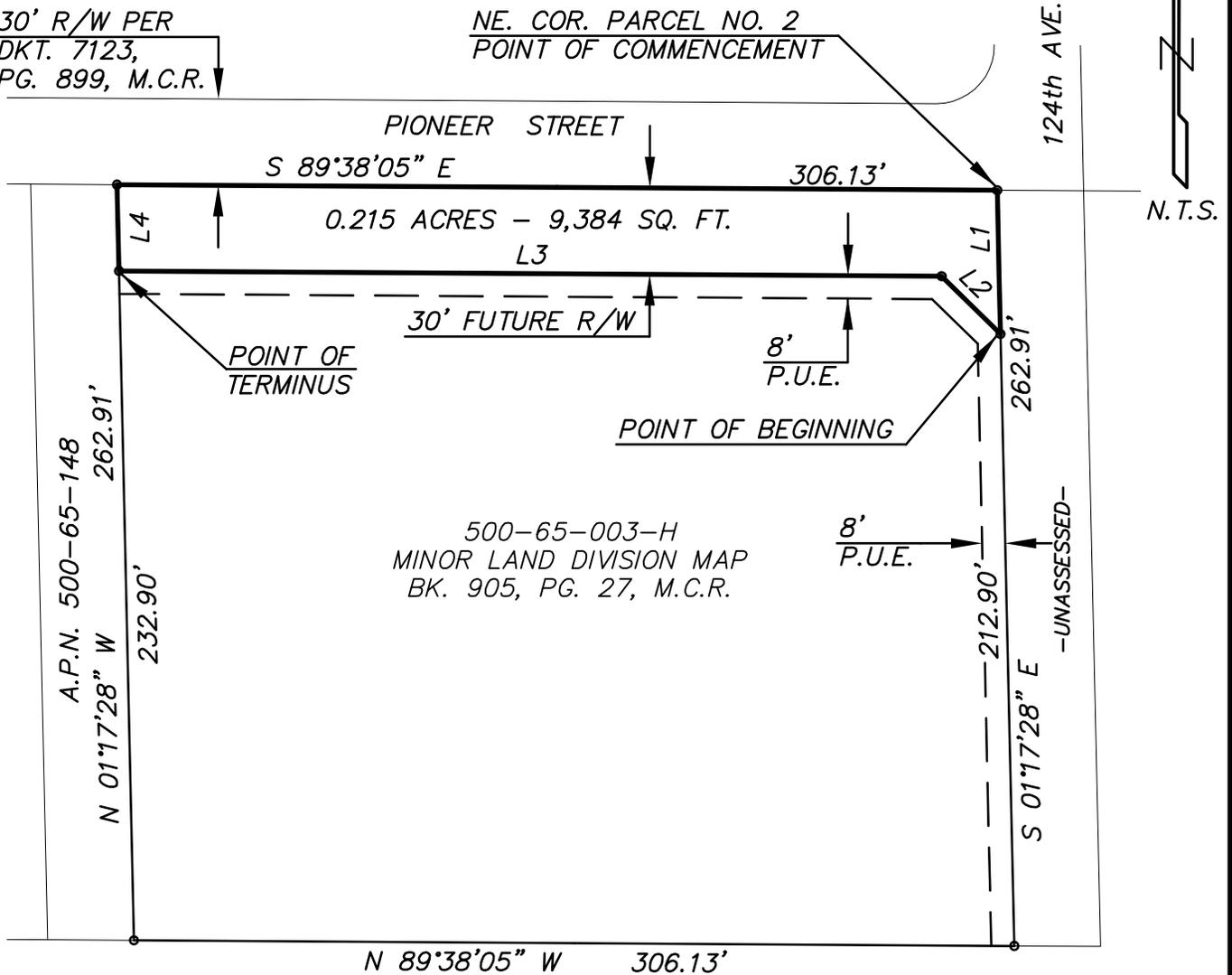
STATEWIDE SERVICE IN ARIZONA
www.allancelandsurveying.com

7900 N. 70th AVENUE TEL (623) 972-2200
SUITE 104 FAX (623) 972-1616
GLENDALE, AZ 85303

FUTURE R/W & P.U.E. EXHIBIT FOR A.P.N. 500-65-003-H

30' R/W PER
DKT. 7123,
PG. 899, M.C.R.

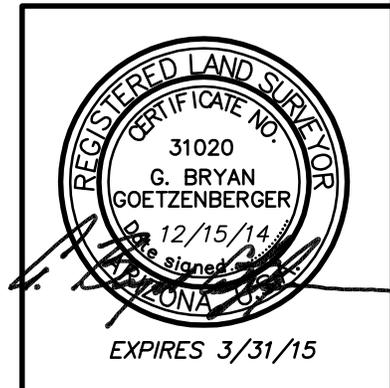
NE. COR. PARCEL NO. 2
POINT OF COMMENCEMENT



LINE	BEARING	DISTANCE
L1	S 01°17'28" E	50.01'
L2	N 45°27'47" W	28.69'
L3	N 89°38'05" W	286.13'
L4	N 01°17'28" W	30.01'

LEGEND

P.U.E. Public Utility Easement



JOB NO.: 060604
SECTION: 23
TOWNSHIP: 1 NORTH
RANGE: 1 WEST
DATE: DECEMBER 15, 2014
SHEET 1 OF 1

REFERENCE DOCUMENTS
SURVEYS (R) M.C.R.
1. PLAT BK. 905 PG. 27



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SUITE 104 FAX (623) 972-1616
GLENDALE, AZ 85303

EXHIBIT B
TO
ORDINANCE NO. 1576-415

[Legal Description and Map of the Easement]

See following pages.

P.U.E. DESCRIPTION FOR A.P.N. 500-65-003-H

A portion of Parcel No. 1 & Parcel No. 2 of the MINOR LAND DIVISION MAP, recorded in Book 905 of Maps, Page 27, records of Maricopa County, Arizona, being located in a portion of the Northeast quarter of Section 23, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

That portion of said Parcel No. 1 & Parcel No. 2 lying 8.00 feet South of and parallel with of the following described line;

COMMENCING at the Northeast corner of said Parcel No 2;

Thence along the East line of said Parcel No. 2, South 01 degrees 17 minutes 28 seconds East 50.01 feet to the POINT OF BEGINNING;

Thence North 45 degrees 27 minutes 47 seconds West 28.69 feet to a point on a line 30.00 feet South of and parallel with the North line of said Parcel No. 2;

Thence along said parallel line, North 89 degrees 38 minutes 05 seconds West 286.13 feet to a point on the West line of said Parcel No. 1, said point being the POINT OF TERMINUS.

TOGETHER WITH:

The East 8.00 feet said Parcel No. 2 lying South of the following described line;

COMMENCING at the Northeast corner of said Parcel No 2;

Thence along the East line of said Parcel No. 2, South 01 degrees 17 minutes 28 seconds East 50.01 feet to the POINT OF BEGINNING;

Thence North 45 degrees 27 minutes 47 seconds West 28.69 feet to a point on a line 30.00 feet South of and parallel with the North line of said Parcel No. 2;

Thence along said parallel line, North 89 degrees 38 minutes 05 seconds West 286.13 feet to a point on the West line of said Parcel No. 1, said point being the POINT OF TERMINUS.



JOB NO.: 060604
SECTION: 23
TOWNSHIP: 1 NORTH
RANGE: 1 WEST
DATE: DECEMBER 15, 2014
SHEET 1 OF 1

REFERENCE DOCUMENTS
SURVEYS (R) M.C.R.
1. PLAT BK. 905 PG. 27



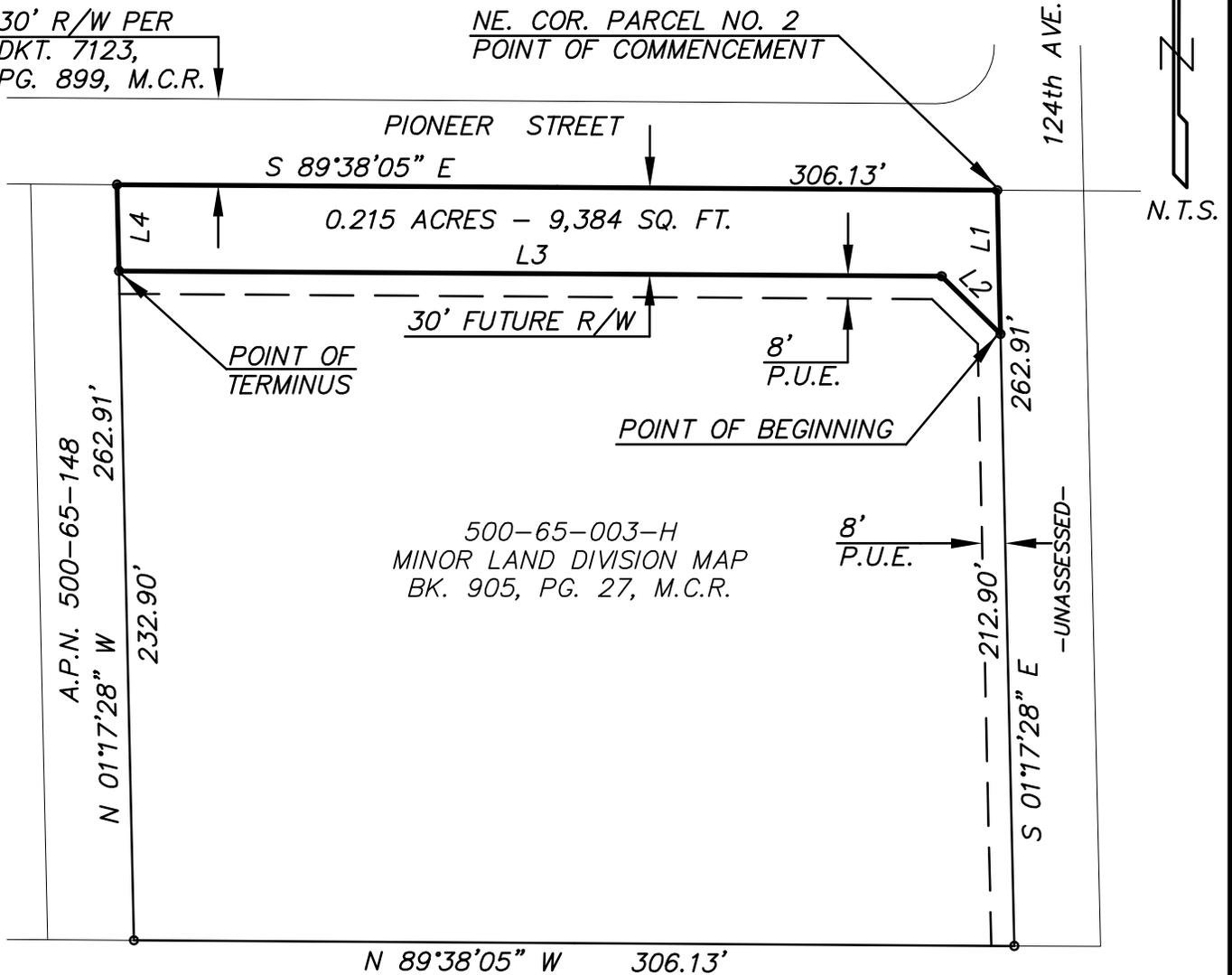
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SUITE 104 FAX (623) 972-1616
GLENDALE, AZ 85303

FUTURE R/W & P.U.E. EXHIBIT FOR A.P.N. 500-65-003-H

30' R/W PER
DKT. 7123,
PG. 899, M.C.R.

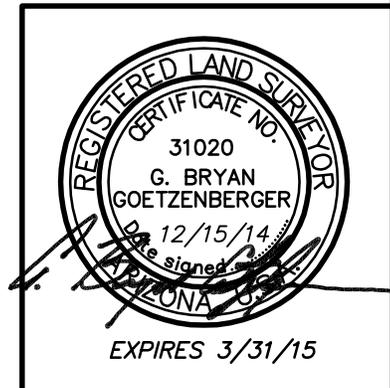
NE. COR. PARCEL NO. 2
POINT OF COMMENCEMENT



LINE	BEARING	DISTANCE
L1	S 01°17'28" E	50.01'
L2	N 45°27'47" W	28.69'
L3	N 89°38'05" W	286.13'
L4	N 01°17'28" W	30.01'

LEGEND

P.U.E. Public Utility Easement



JOB NO.: 060604
SECTION: 23
TOWNSHIP: 1 NORTH
RANGE: 1 WEST
DATE: DECEMBER 15, 2014
SHEET 1 OF 1

REFERENCE DOCUMENTS
SURVEYS (R) M.C.R.
1. PLAT BK. 905 PG. 27



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GLENDALE, AZ 85303



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing and Ordinance 1577-415 -
Amendment to Zoning Ordinance Section 6,
Planned Area Development District

MEETING DATE:

4/6/2015

TO:

Mayor and Council

FROM:

Tracy Stevens, Development and Engineering Services Director

THROUGH:

David Fitzhugh, City Manager

REQUEST:

A request to amend the City of Avondale Zoning Ordinance, Section 6, "Planned Area Development (PAD) District", to increase the length of PAD extensions from 1 to 3 years, remove the limit on the number of extensions that may be granted by the City Council, and address the vesting requirements for PADs over 5 acres in size.

LOCATION:

Citywide

APPLICANT:

Mr. Michael J. Curley, of Earl, Curley, & Lagarde P.C.

BACKGROUND:

Avondale Zoning Ordinance Section 6, Planned Area Development District, was amended and adopted by Ordinance of the City Council on March 2, 2009. The purpose of the Planned Area Development (PAD) District is to promote the development of mixed use developments and/or residential subdivisions that include residential, commercial, or business park development according to an overall plan. It is the intent of the PAD District to encourage creative and innovative planning principles by providing greater flexibility for large scale projects or master planned communities and allowing modifications to development standards and customized use listings.

The standard and use modifications remain valid until such time that either development within the PAD commences or the PAD expires, as established by Section 603.D, Expiration. If construction within a PAD has not commenced, the current Ordinance specifies that PADs remain valid for an initial period of three years, with a maximum of four one-year extensions permissible at the discretion of the City Council. At the conclusion of the fourth year, the City Council may revert the property back to its former zoning district.

At the time of the 2009 amendment, it was requested that undeveloped PADs undergo the periodic review, hence the one-year extensions, to ensure the development proposals continue to meet the goals and objectives of the City of Avondale.

In 2009, it was intended that Planned Area Development (PAD) zoning be used for larger master planned developments or special circumstances, to accommodate unique development projects. At that time the modifications were in response to several old (and unbuilt) PADs that were “null and void” under the text of the then-current zoning ordinance.

SUMMARY OF REQUEST:

The applicant, Mr. Michael J. Curley, of Earl, Curley, & Lagarde P.C., submitted the original request (Exhibits A and B) for a Zoning Ordinance text amendment specifically to Section 603.D, Expiration. The applicant’s proposal as outlined below:

1. Increase the length of PAD extensions granted by the City Council from one-year to three-years; and
2. Eliminate the cap on the maximum number of extensions that may be requested; and
3. Allow PADs larger than 5 acres in size to “vest” their approvals by beginning off-site infrastructure, removing the requirement that construction of on-site infrastructure is also commenced.

The applicant stated that adoption of the proposed text amendment will constitute an improvement to the City’s Zoning Ordinance by allowing property owners sufficient time to allow market conditions to warrant development per the approved PAD. The applicant also asserts that the expiration and reversion of PADs to their previous zoning classification restricts development in Avondale, by reducing the amount of land zoned properly to accommodate new development as it comes on line.

Staff originally recommended a modification to the requested language stating that after the initial three year extension, all subsequent extension requests would need to be granted by City Council on an annual basis. However, after further discussion and support from the applicant staff revised the recommendation and presented the following recommendation to the Planning Commission:

1. At the time of initial approval for the PAD a four (4) year time condition; and
2. If the first phase has not commenced within the initial four (4) years, the City Council, at their sole and absolute discretion, may grant two (2) three (3) year extensions. The City Council may include conditions of any extension as it deems appropriate in its sole and absolute discretion; and
3. Allow PADs larger than 5 acres in size to “vest” their approvals by beginning off-site infrastructure, removing the requirement that construction of on-site infrastructure is also commenced.

PARTICIPATION:

Neighborhood meetings are not required for Zoning Ordinance text amendments.

The applicant provided notice of this Planning Commission public hearing in the March 3, 2015 edition of the West Valley View. No comments or concerns have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on March 19, 2015.

The initial motion to approve as recommended by staff was defeated by a vote of 0-4.

Discussion ensued regarding the timing of the extensions and the stated position that a three (3) year extension was too long of a period of time. In addition, any extension request should be heard by the Planning Commission, with the Commission providing a final recommendation to Council.

A second motion was approved 4-0 with the following recommendation:

1. PAD's will have an initial effective period of four (4) years; and
2. City Council, at their sole and absolute discretion, may grant three (3) two (2) year extensions; and
3. Allow PADs larger than 5 acres in size to “vest” their approvals by beginning off-site infrastructure; and
4. The extension request shall be heard by the Planning Commission, with the Commission providing a recommendation to City Council.

Exhibit D contains an excerpt of the minutes from the March 19, 2015 Planning Commission.

ANALYSIS:

In line with recent City Council direction to build flexibility into the City’s development processes, the proposed text amendment will allow PAD property owners additional time to develop their sites, increasing the length of City Council approved extensions but keep the cap limiting the number of extensions that may be granted.

As recommended by the Planning Commission, the applicant will be required to submit the request to the Planning Commission first prior to consideration by the City Council. In the interest of time and in keeping with similar prior requests staff recommends keeping the original text in Section 6 allowing the City Council full discretion to review and approve all extension requests at which time, at their discretion, the Council may either choose to not extend any PAD that no longer aligns with the vision of the City or add additional stipulations to bring the PAD up to current City standards. This is also consistent with the process for Council approved stipulation modifications.

There are currently three outstanding PAD’s that stand to be reverted to their previous zoning district and one that has expired and could be reverted should the amendment not be approved. Three of the properties are within the Freeway Corridor.

Upon commencement of construction, PAD zoning is no longer subject to expiration. This condition is also referred to as being “vested”. The proposed amendment will revise what constitutes commencement of construction for PADs 5 acres in size or larger, removing the current requirement that “vesting” requires commencement of construction of both off-site and on-site infrastructure improvements, such as streets, sidewalks, water, and wastewater systems. Under the proposed amendment, the need to begin construction of on-site improvements (e.g. internal to the development site) as a condition of vesting will be removed. Off-site improvements – those improvements to streets, sidewalks, water, and wastewater on the perimeter of the development site, typically to arterial streets, will still be required as a condition of vesting. The costs associated with off-site improvements are typically significant and represent a strong financial commitment to the proposed PAD on the part of the property owner. This aspect of the proposal may result in off-site infrastructure adjacent to PADs progressing on a faster schedule, as it would be beneficial to property owners to complete those improvements to vest their zoning.

FINDINGS:

1. The amendment provides for greater flexibility in the development process by affording property owners additional time to market and develop their sites; and
2. The amendment will continue City Council oversight on approved PAD's; and
3. The amendment constitutes an overall improvement to the Zoning Ordinance.

RECOMMENDATION:

Recommend that the City Council **APPROVE** application PL-15-0051, a request to amend the City

of Avondale Zoning Ordinance Section 6, Planned Area Development Districts, as proposed by the Planning Commission, with the exception of keeping the requirement that extension requests be submitted only to the City Council for consideration.

PROPOSED MOTION:

I move that the City Council adopt the Ordinance ~~####-###~~ amending the City of Avondale Zoning Ordinance Section 6, Planned Area Development District, as recommended by the Planning Commission, with the exception of keeping the requirement that extension requests be submitted only to the City Council for consideration.

ATTACHMENTS:

Description

[Exhibit A - Applicant's Request](#)

[Exhibit B - Applicant's Proposed Language](#)

[Exhibit C - Staff Recommended Language](#)

[Exhibit D - Excerpt of Planning Commission Minutes](#)

[Ordinance 1577-415](#)

PROJECT MANAGER

Robert Gubser, AICP, Planning Manager (623) 333-4015

Exhibit A

Applicant's Zoning Ordinance Text Amendment Request

EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Telephone (602) 265-0094
Fax (602) 265-2195
www.ecllaw.com

3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

February 19, 2015

Tracy D. Stevens
Development & Engineering Services Director
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, AZ 85323

RE: Text Amendment
Section 6, 603D

Dear Tracy,

We are submitting a Text Amendment request to revise/modified Section 6, 603D of the City of Avondale Zoning Ordinance Amended and Restated November 18, 2013. This proposed Text Amendment is consistent with the majority of cities in the Valley and we believe it is appropriate in today's economic market. Along with this letter we are providing a legislative format of Section 603D of the Zoning Ordinance which identifies the proposed revisions.

Background

Section 603 of the Zoning Ordinance outlines that approval of any PAD zoning is conditioned on development commencing within 3 years of the effective date of the ordinance. Section 603D, states, "Approval of any PAD zoning is conditioned on development of the first phase of the project commencing within three (3) years of the effective date of the ordinance approving the PAD zoning on the property."

This section also allows the City Council the ability to grant time extensions in the event the project's first phase has not commenced within the three year time period. Section 603.D.5. reads: "The City Council may grant up to four (4) one (1) year extensions of the time condition."

Text Amendment

It is our belief that the above-referenced Section 603 negatively impacts both the property owner as well as the City of Avondale. The notion that desirable zoning can expire and consequently result in the property being unzoned creates a situation whereby property is removed from consideration by prospective developers and desirable tenants.

Most of the Valley's Economic Development Directors make three major points regarding the process of luring employers to the Valley. The first is that there are scores of companies looking to locate in the Valley. Secondly, sites with good access particularly those which are near freeway intersections are typically the most attractive sites. The last point is that unzoned properties are not even considered by major employers, corporate headquarters or company

relocates because of the uncertainty and time associated with the zoning process. As you know, the rezoning process has a degree of **uncertainty related** to the rezoning process; it **typically takes approximately six months**; and **there are several thousands of acres of already-zoned properties in nearby cities.**

Our office analyzed 14 jurisdictions, including Avondale, Buckeye, Chandler, Gilbert, Glendale, Goodyear, Maricopa County, Mesa, Peoria, Phoenix, Scottsdale, Surprise, Tempe, and Tolleson and 12 out of the 14 Valley jurisdictions do not require a commencement of development within a specified time frame after approval of PAD zoning. Our analysis found that the City of Avondale and City of Chandler are the only two jurisdictions that have a 3 year condition to commence development and found that the City of Avondale is the only jurisdiction that limits the amount of time extensions to 4. (The City of Chandler has no maximum number of extensions.)

The proposed Text Amendment does not remove the time limits to commence development – it merely allows for additional extensions. The proposed Text Amendment still continues to hold developers and/or property owners to time limits. It still allows for the City Council, in its sole discretion, to grant an extension of time or to hold a hearing to revert the zoning on the property to its former classification. In essence, the proposed Text Amendment merely increases the granting of the 1 year extensions from every 1 year to every 3 years, and removes the maximum allowable cap of 4 extensions. Attached is Section 603D with the proposed Text Amendment in a strike through and bold underline format to show the modifications.

Conclusion

The majority of the Valley jurisdictions do not have requirements to commence development. The proposed PAD Text Amendment does not change the overall intent of the Zoning Ordinance, it merely allows additional extensions. PADs require considerable investment to be made by the property owners on architects and engineers to plan out PAD projects. To not allow sufficient time to allow the market conditions to come to fruition is counter-productive for the City. We believe that by down-zoning PAD properties will result in these properties being taken out of the inventory pool of parcels that might be attractive and available to proposed users. In light of the above, we hope you agree that this Text Amendment is necessary and warranted in order for property owners and the City to benefit from potential new development. We believe this Text Amendment remains in line with the City Council objectives to create development.

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

Sincerely,

FOR Michael J. Curley

MJC/ROT

Attachment: Section 603D proposed Text Amendment (Strike through/bold underline format)

Exhibit B

Proposed Zoning Ordinance Text Amendment

Section 603: Establishment of a PAD District, Expiration

Proposed Text Amendment.

(Proposed text to be deleted is strike through and new/modified text is in bold underline.)

City of Avondale Zoning Ordinance – Section 6, Planned Area Development District

Section 6, 603 Establishment of PAD District

D. Expiration

Approval of any PAD zoning is conditioned on development of the first phase of the project commencing within three (3) years of the effective date of the ordinance approving the PAD zoning on the property.

1. Prior to the expiration of the three (3) year time condition, the property owner or authorized representative may submit an application for an extension to the City. A submittal of an application for extension of the three (3) year time condition does not toll the running of the time condition. Should the three (3) year time condition expire between the submittal of an application for a time extension and the public hearing on the requested extension, the PAD shall be subject to reversion as set forth in subsection 603(D)(3) below. Upon receipt of a request for extension, the Zoning Administrator shall submit the request to the City Council for consideration at a public hearing held pursuant to subsection 603(D)(2) below.
2. The City Council shall, after notices via certified mail to the property owner and authorized representative have been provided at least fifteen (15) days prior to the date of the scheduled hearing, hold a public hearing on the extension request. The City Council may, in its sole discretion, grant an extension of the time condition, subject to the limitation on the number of extensions set forth in subsection 603(D)(5) below. If the public hearing is held after expiration of the time condition, the City Council may also, at that public hearing, take action to revert the zoning on the property to its prior zoning classification.
3. In the event the project's first phase has not commenced within the three (3) year time period and no request for time extension has been received as provided in subsection 603(D)(1) above, the Zoning Administrator may submit the PAD to the City Council for consideration of reversion, pursuant to the hearing procedure set forth in subsection 603(D)(4) below.
4. The Zoning Administrator shall notify the property owner and authorized representative by certified mail of the City Council's intention to hold a hearing to determine compliance with the three (3) year time condition, and to revert the zoning on the property to its former classification if the condition is determined by the City Council to have not been met. All such notices shall be made at least fifteen (15) days prior to the date of the scheduled hearing. The City Council may, in its sole discretion, either grant an extension of the time condition, subject to the

limitation on the number of extensions set forth in subsection 603(D)(5) below, or revert the zoning on the property to its prior zoning classification.

5. The City Council may, **IN ITS SOLE DISCRETION**, grant ~~up to four (4) one (1) year~~ **THREE (3) YEAR EXTENSIONS OR OTHER TIME LIMIT** extensions of the time condition.
6. Following the commencement of the first phase of the project, the Zoning Administrator shall monitor the project to ensure compliance with the approved PAD phasing schedule. Upon the Zoning Administrator's initial determination that the phasing schedule is not being met, no further review or approval of any project site plan or plat shall occur until it is determined that good cause exists for delay in the construction of the project. Should the project fail to proceed as scheduled, a public hearing shall be held by the City Council to determine the cause of the delay. At the public hearing on the matter, if the City Council determines that there is not good cause for the delay, it may impose additional conditions on the PAD to ensure compliance with the phasing schedule. If such additional conditions and the phasing schedule are not met, the Zoning Administrator may set the matter for public hearing, according to the process set forth in subsection 603(D)(4) above, on a possible reversion of the PAD zoning. If the City Council determines that good cause exists, it may amend the PAD development phasing schedule.
7. For purposes of this Section, the terms "commence," "commencing" and "commencement" shall mean (a) for a PAD smaller than five (5) acres, physical vertical construction activity in accordance with a valid building permit issued by the City and (b) for a PAD five (5) acres and larger, beginning of construction of ~~on-site~~ and off-site infrastructure including streets, sidewalks, water and wastewater, so long as such infrastructure is completed prior to expiration of the City-issued development permit issued therefore.
8. The provisions of this subsection 603(D) shall apply to all PADs approved prior to April 2, 2009, except that such provisions shall not apply to any previously approved PAD for which the time condition thereon has expired prior to February 1, 2009.

Exhibit C

Proposed Zoning Ordinance Text Amendment

Section 603: Establishment of a PAD District, Expiration

City's Recommended Version

REVISED MARCH 19, 2015

Proposed text to be deleted is shown in strike-through format (Example: ~~DELETED~~)

Proposed text to be added/modified is shown in bold and underlined (Example: **ADDED**)

City of Avondale Zoning Ordinance Section 603

Establishment of a Planned Area Development District

D. Expiration

Approval of any PAD zoning is conditioned on the development of the first phase of the project commencing within **FOUR (4)** ~~three (3)~~ years of the effective date of the ordinance approving the PAD zoning on the property.

1. Prior to the expiration of the **FOUR (4)** ~~three (3)~~ year time condition, the property owner or authorized representative may submit an application for an extension to the City. A submittal of an application for extension of the ~~three (3)~~ **FOUR (4)** year time condition does not toll the running of the time condition. Should the **FOUR (4)** ~~three (3)~~-year time condition expire between the submittal of an application for a time extension and the public hearing on the requested extension, the PAD shall be subject to reversion as set forth in subsection 603(D)(3) below. Upon receipt of a request for extension, the Zoning Administrator shall submit the request to the City Council for consideration at a public hearing held pursuant to subsection 603(D)(2) below.
2. In the event the project's first phase has not commenced within the **FOUR (4)** ~~three (3)~~ year time period and no request for time extension has been received as provided in subsection 603(D)(1) above, the Zoning Administrator may submit the PAD to the City Council for consideration of reversion, pursuant to the hearing procedure set forth in subsection 603(D) (4) below.
3. The Zoning Administrator shall notify the property owner and authorized representative by certified mail of the City Council's intention to hold a hearing to determine compliance with the **FOUR (4)** ~~three (3)~~ year time condition, and to revert the zoning on the property to its former classification if the condition is determined by the City Council to not have been met. All such notices shall be made at least fifteen (15) days prior to the date of the scheduled hearing. The City Council may, in its sole discretion, either grant an extension of the time condition, subject to the limitation on the number of extensions set forth in subsection 603(D)(5) below, or revert the zoning on the property to its prior zoning classification.
4. The City Council may, **IN ITS SOLE AND ABSOLUTE DISCRETION**, grant up to ~~four (4)~~ **TWO (2)** ~~one (1)~~ **year** **THREE (3) YEAR** extensions of the time condition. **THE**

CITY COUNCIL MAY INCLUDE CONDITIONS ON ANY EXTENSION AS IT DEEMS APPROPRIATE IN ITS SOLE AND ABSOLUTE DISCRETION.

5. Following the commencement of the first phase of the project, the Zoning Administrator shall monitor the project to ensure compliance with the approved PAD phasing schedule. Upon the Zoning Administrator's initial determination that the phasing schedule is not being met, no further review or approval of any project site plan or plat shall occur until it is determined that good cause exists for delay in the construction of the project. Should the project fail to proceed as scheduled, a public hearing shall be held by the City Council to determine the cause of the delay. At the public hearing on the matter, if the City Council determines that there is not good cause for the delay, it may impose additional conditions on the PAD to ensure compliance with the phasing schedule. If such additional conditions and the phasing schedule are not met, the Zoning Administrator may set the matter for public hearing, according to the process set forth in subsection 603(D)(4) above, on a possible reversion of the PAD zoning. If the City Council determines that good cause exists, it may amend the PAD development phasing schedule.
6. For purposes of this Section, the terms "commence," "commencing" and "commencement" shall mean (a) for a PAD smaller than five (5) acres, physical vertical construction activity in accordance with a valid building permit issued by the City and (b) for a PAD five (5) acres and larger, beginning of construction of ~~on-site and~~ off-site infrastructure including streets, sidewalks, water and wastewater, so long as such infrastructure is completed prior to expiration of the City-issued development permit issued therefore.
7. The provisions of this subsection 603(D) shall apply to all PADs approved prior to April 2, 2009, except that such provisions shall not apply to any previously approved PAD for which the time condition thereon has expired prior to February 1, 2009.

Exhibit D

Excerpt of Draft Planning Commission Meeting Minutes

Meeting of March 19, 2015

Excerpt of the Minutes of the regular Planning Commission meeting held March 19, 2015 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Sean Scibienski, Chair
Grace Carrillo, Commissioner
Olivia Pineda, Commissioner
Gloria Solorio, Commissioner

COMMISSIONERS EXCUSED

Gary Smith, Vice-Chair
Kevin Kugler, Commissioner
Michael Long, Commissioner

CITY STAFF PRESENT

Robert Gubser, Planning Manager
Chris Schmaltz, Legal Counsel
Ken Galica, Senior Planner
Eric Morgan, Planner II

APPLICATION NO. PL-15-0051 Zoning Ordinance Text Amendment – Section 603.D

This is a public hearing before the Planning Commission to review and solicit public input on application PL-15-0051, a request by Mr. Michael J. Curley, Earl, Curley, and LaGarde, P.C., to amend the City of Avondale Zoning Ordinance Section 603.D, “Establishment of a Planned Area Development (PAD) District, Expiration”. The Zoning Ordinance requires development within a PAD commence within three years of zoning approval. If development has not commenced after three years, applicants may request City Council approve up to four one-year extensions. The proposed Zoning Ordinance amendment would: 1) Increase the length of PAD extensions granted by the City Council from one-year to three-years, and 2) Eliminate the cap on the maximum number of extensions that may be requested. Staff Contact: Ken Galica

Ken Galica, Senior Planner, stated that Section 6 of the Zoning Ordinance was adopted in 2009, replacing an earlier version of the PAD ordinance. The intent of that update was to allow for modification of Zoning Ordinance standards for development according to an overall plan. Subsection 603.D specifically deals with the expiration on Planned Area Developments. Michael J. Curley, Earl, Curley, and LaGarde, P.C., submitted a proposal to amend the Ordinance to maintain the initial three-year validity period, increase the extension length from one year to three years, remove the cap on the number of extension requests, and revise the vesting requirement. The City has since worked with the Applicant to amend the proposal to reduce City concerns.

Mr. Galica explained that the new amendment would 1) increase the initial validity period to four year, 2) allow for City Council to grant up to two, three-year extensions at its sole discretion, 3) maintain the cap on the number of extension requests, 4) and revise vesting requirement for PADs larger than five acres so as not to require on-site improvements. The document approving

the change to the Ordinance would contain a provision resetting the time conditions for all PADs in effect.

Mr. Galica said these changes are in line with City Council direction to provide greater flexibility and encourage development in the City. The proposal provides additional time for owners of PADs, but at the discretion of City Council. The proposal also reduces the frequency of applying for extensions, and reduce the administrative costs and burdens to both staff and the applicant. Staff believes the revision will help spur the construction of off-site improvements. Repeating reviews for extensions will ensure that PADs continue to meet City standards. Staff recommends approval of amended Exhibit C.

Chairman Scibienski said felt that 10 years was too long, especially considering the pace at which things change in Avondale. He inquired about the extension policies of other Valley cities. Mr. Galica responded that it varies. Some cities approve PADs with no expiration at all. Others stipulate an initial period and then leave it open for their council to decide on extensions. Every city's PAD's are different as well. Avondale's PAD's are very open and less specific than most and allowing lifelong approval would not be a great idea.

Chairman Scibienski said he likes the idea of eliminating interior improvement requirements because this would allow for more flexibility. He does not want to allow 10 years for the PAD with reviews three years apart. The proposal would also largely cut the Planning Commission out of the renewal process. The Commission is supposed to provide the Council with citizens' advice on how the City develops, but that would only come once a decade. Commissioner Pineda asked why it would take 10 years for a developer to decide what they are going to do with a lot? Mr. Galica said economic conditions can lead to delayed projects.

Mr. Curley provided some background on this issue. He said he is happy with the compromise and understands the City's concerns. The parcel in question is completely in line with the City's policies, the General Plan and the Freeway Specific Plan. It was zoned in 2006 right before the real estate crash. If City Council feels, at the end of the first four years, that the policies have changed, they could choose to end the PAD. They also have complete discretion on whether to grant extensions. It is in the City's best interest to avoid squandering economic opportunities by allowing development that does not conform to the long range vision.

Mr. Curley said major users typically want good access to the freeway system. There is so much zoned property available in the Valley that major users won't even look at unzoned properties or properties where zoning is about to expire. Avondale and Chandler are the only cities requiring that construction has to commence within a certain period (three years), and Avondale is the only city that places a cap on the number of extensions. One-year extensions are not very useful, because the construction process can take from 12 to 18 months, and nobody would invest money in a project where zoning could soon expire. Having a zoned piece of property that is in concert with the City's plans is worthwhile for both the developer and for economic development in the community.

Commissioner Pineda requested clarification on the policies of other cities. Mr. Galica stated that El Mirage has an initial approval length of one year. Extensions are not granted by right, but

may be granted at the request of City Council. It is the only city more restrictive than Avondale. Initial approval lengths can vary between cities, while some set limits by stipulation on a case by case basis. It is hard to compare PAD policies directly because each city uses them in different ways. Most of the cities that place no limit on PADs do so because they are very specifically defined, whereas Avondale has stricter time limits because of the flexibility built into their PADs.

Mr. Curley stated that he would have no problem adding an amendment to the proposal that would require extension requests to come before the Planning Commission. Commissioner Pineda said she wants Avondale to offer flexibility so that developers will want to come here. Mr. Curley said his client owns the property free and clear and they are willing to wait until the right project comes along.

Chairman Scibienski expressed doubts about allowing up to a decade for a PAD. A parcel that is tied up that long might push another user in another direction. Right now the PAD is probably the best use and the most marketable option that fits within the City's vision, but with the pace of change, a decade might be too much. Mr. Curley responded that the City could end the PAD after four years if it does not conform to their vision.

Chair Scibienski opened the public hearing.

Carolyn Oberholtzer, 4455 E. Camelback Road, Suite 201, Phoenix, Arizona, said she represents Diamond P, a residential project that was zoned in 2008, and for which the City granted four extensions. She expressed her support for the proposal, which would benefit residential projects that often take much longer to build because of platting and infrastructure requirements. The risk of approving this proposal is minimized because there are not many PADs in existence. The City would have the ability to decide on an extension after four years.

Chair Scibienski closed the public hearing.

Chair Scibienski invited a motion on the application. Commissioner Solorio **MOVED** to accept the findings and recommend approval of the proposed amendment to Zoning Ordinance Section 603.D, Expiration as Revised by City Staff and Detailed in the Amended Exhibit C dated March 19, 2015. Commissioner Carrillo **SECONDED** the motion.

Chair Scibienski said he understands the public comments and supports the four-year initial PAD, but not the other parts of the proposal. He would prefer to see three two-year extensions, which would keep the ten-year timeframe, but allow for more frequent review. Chris Schmaltz, Legal Counsel, advised dispensing with the current motion before entertaining a new one.

ROLL CALL VOTE

Sean Scibienski Chair	Nay
Gary Smith, Vice Chair	Excused
Michael Long, Commissioner	Excused
Kevin Kugler, Commissioner	Excused

Grace Carrillo, Commissioner	Nay
Olivia Pineda, Commissioner	Nay
Gloria Solorio, Commissioner	Nay

Motion failed 0-4

Chair Scibienski suggested an amendment to include the Planning Commission in the extension process. He understands that one-year extensions are a hassle, but three years seems too long. Mr. Schmaltz clarified that the revised proposal is for an initial PAD period of four years, with three two-year extensions that would be brought before the Planning Commission for public hearings. Mr. Curley indicated that he would support that compromise.

Chair Scibienski invited a motion to approve the application. Commissioner Pineda **MOVED** to accept the findings and recommend approval of the proposed amendment to Zoning Ordinance Section 603.D, Expiration as Revised by City Staff and Detailed in the Amended Exhibit C dated March 19, 2015, stipulating that the renewals can be no longer than two years, but that a maximum of three extensions may be granted. Each extension must come before the Planning Commission for action prior to moving on to the City Council. Commissioner Carrillo **SECONDED** the motion.

ROLL CALL VOTE

Sean Scibienski Chair	Aye
Gary Smith, Vice Chair	Excused
Michael Long, Commissioner	Excused
Kevin Kugler, Commissioner	Excused
Grace Carrillo, Commissioner	Aye
Olivia Pineda, Commissioner	Aye
Gloria Solorio, Commissioner	Aye

Motion passed 4-0

ORDINANCE NO. 1577-415

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, SECTION 6, PLANNED AREA DEVELOPMENT DISTRICT, RELATING TO TIME PERIODS FOR EXPIRATION AND CONDITIONS FOR COMMENCEMENT OF APPROVED PLANNED AREA DEVELOPMENTS.

WHEREAS, the City of Avondale Zoning Ordinance (the “Zoning Ordinance”) allows property to be designated “Planned Area Development” (“PAD”) by the Council of the City of Avondale (the “City Council”) to promote the development of mixed use developments and/or residential subdivisions that include residential, commercial or business park development according to an overall plan; and

WHEREAS, as a condition of rezoning to PAD, the Zoning Ordinance imposes certain conditions upon the time period during which the PAD zoning will be valid, which time period may be eliminated upon development “commencing” on the property; and

WHEREAS, owners with property currently zoned PAD requested the City Council consider an amendment to the Zoning Ordinance to (i) modify the time conditions in the Zoning Ordinance, (ii) apply the modified conditions to all property currently zoned PAD and (iii) modify the conditions for determining when development has “commenced” on commercial property within a PAD district; and

WHEREAS, all due and proper notices of public hearings on this Ordinance were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City of Avondale Planning and Zoning Commission (the “Commission”) held a public hearing regarding the subject matter of this Ordinance on March 19, 2015, after which the Commission recommended to the City Council that the amendment to Zoning Ordinance contemplated by this Ordinance be approved, with modifications; and

WHEREAS, the City Council held an additional public hearing on this Ordinance on April 6, 2015.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY 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 Zoning Ordinance, Section 603 (Establishment of a PAD District), Subsection D (Expiration), is hereby amended as follows:

D. Expiration

Approval of any PAD zoning is conditioned on development of the first phase of the project commencing within FOUR (4) ~~three (3)~~ years of the effective date of the ordinance approving the PAD zoning on the property.

1. Prior to the expiration of the FOUR (4) ~~three (3)~~ year time condition, the property owner or authorized representative may submit an application for an extension to the City. A submittal of an application for extension of the FOUR (4) ~~three (3)~~ year time condition does not toll the running of the time condition. Should the FOUR (4) ~~three (3)~~ year time condition expire between the submittal of an application for a time extension and the public hearing on the requested extension, the PAD shall be subject to reversion as set forth in subsection 603(D)(3) below. Upon receipt of a request for extension, the Zoning Administrator shall submit the request to the City Council for consideration at a public hearing held pursuant to subsection 603(D)(2) below.
2. The City Council shall, after notices via certified mail to the property owner and authorized representative have been provided at least fifteen (15) days prior to the date of the scheduled hearing, hold a public hearing on the extension request. The City Council may, in its sole discretion, grant an extension of the time condition, subject to the limitation on the number of extensions set forth in subsection 603(D)(5) below. If the public hearing is held after expiration of the time condition, the City Council may also, at that public hearing, take action to revert the zoning on the property to its prior zoning classification.
3. In the event the project's first phase has not commenced within the FOUR (4) ~~three (3)~~ year time period and no request for time extension has been received as provided in subsection 603(D) (1) above, the Zoning Administrator may submit the PAD to the City Council for consideration of reversion, pursuant to the hearing procedure set forth in subsection 603(D) (4) below.
4. The Zoning Administrator shall notify the property owner and authorized representative by certified mail of the City Council's intention to hold a hearing to determine compliance with the FOUR (4) ~~three (3)~~ year time condition, and to revert the zoning on the property to its former classification if the condition is determined by the City Council to have not been met. All such notices shall be made at least fifteen (15) days prior to the date of the scheduled hearing. The City Council may, in its sole discretion, either grant an extension of the time condition, subject to the limitation on the number of extensions set forth in subsection 603(D)(5) below, or revert the zoning on the property to its prior zoning classification.

5. The City Council may, IN ITS SOLE AND ABSOLUTE DISCRETION, grant up to THREE (3) ~~four (4)~~ TWO (2) ~~one (1)~~ -year extensions of the time condition. THE CITY COUNCIL MAY INCLUDE CONDITIONS ON ANY EXTENSION AS IT DEEMS APPROPRIATE IN ITS SOLE AND ABSOLUTE DISCRETION.
6. Following the commencement of the first phase of the project, the Zoning Administrator shall monitor the project to ensure compliance with the approved PAD phasing schedule. Upon the Zoning Administrator's initial determination that the phasing schedule is not being met, no further review or approval of any project site plan or plat shall occur until it is determined that good cause exists for delay in the construction of the project. Should the project fail to proceed as scheduled, a public hearing shall be held by the City Council to determine the cause of the delay. At the public hearing on the matter, if the City Council determines that there is not good cause for the delay, it may impose additional conditions on the PAD to ensure compliance with the phasing schedule. If such additional conditions and the phasing schedule are not met, the Zoning Administrator may set the matter for public hearing, according to the process set forth in subsection 603(D)(4) above, on a possible reversion of the PAD zoning. If the City Council determines that good cause exists, it may amend the PAD development phasing schedule.
7. For purposes of this Section, the terms "commence," "commencing" and "commencement" shall mean (a) for a PAD smaller than five (5) acres, physical vertical construction activity in accordance with a valid building permit issued by the City and (b) for a PAD five (5) acres and larger, beginning of construction of ~~on-site~~ and off-site infrastructure including streets, sidewalks, water and wastewater, so long as such infrastructure is completed prior to expiration of the City-issued development permit issued therefore.
8. The provisions of this subsection 603(D) shall apply to all PADs approved prior to April 2, 2009, except that such provisions shall not apply to any previously approved PAD for which the time condition thereon has expired prior to February 1, 2009.

SECTION 3. Although this Ordinance will not become effective until 30 days after its passage pursuant to ARIZ. REV. STAT. § 19-142, the City Council hereby finds and determines that, for any property zoned PAD for which the time condition did not expire prior to the date of this Ordinance, (i) the modifications to the PAD provisions of the Zoning Ordinance are applicable thereto as if the respective time condition expired after the effective date of this Ordinance and (ii) the time condition applicable to any such PAD shall be calculated as if the original approval date was April 1, 2015.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

PASSED AND ADOPTED by the Council of the City of Avondale, April 6, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

2015-2019 Consolidated Plan, 2015-2016 Annual Action Plan and 2015 Analysis of Impediments to Fair Housing Choice

MEETING DATE:

4/6/2015

TO: Mayor and Council

FROM: Stephanie Small, Neighborhood and Family Services Director, 623-333-2711

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff will provide information regarding the Drafts of the Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing Choice and request that the City Council discuss, provide comments, and possible direction to staff.

BACKGROUND:

The federal objective of the Community Development Block Grant (CDBG) program is to “develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities for low- and moderate-income persons.” The objective of the HOME program is to “create affordable housing opportunities for low-income persons.” Staff is recommending the following goals with respect to CDBG and HOME over the next five years:

- Goal 1 – Preserve existing housing and create new affordable housing opportunities
- Goal 2 – Replace outdated infrastructure in low and moderate income neighborhoods
- Goal 3 – Acquire and demolish unsafe structures
- Goal 4 – Support internal and external programming and other assistance to underserved populations, particularly youth
- Goal 5 – Promote business development and growth and increased economic opportunities for low and moderate income residents throughout the City with an emphasis on the Western Avenue area and other commercial areas in Historic Avondale
- Goal 6 – Affirmatively further Fair Housing in the City of Avondale
- Goal 7 – Reduce residential lead-based paint hazards

The U.S. Department of Housing and Urban Development (HUD) will allocate approximately \$578,592 in CDBG funds and Maricopa County will allocate approximately \$128,772 in HOME funds to the City of Avondale for fiscal year 2015-2016. To be eligible to receive these funds, the City of Avondale must complete and approve the following three plans:

- Consolidated Plan – evaluates current housing, infrastructure and conditions within the City and identifies the housing and community development needs of low-and moderate income and special needs persons, and creates goals to improve; effective July 1, 2015 to June 30, 2020
- Annual Action Plan – defines specific activities and programs that further the Consolidated Plan goals, and assigns funding from 2015-2016 allocations to implement; effective July 1, 2015 to June 30, 2016

- Analysis of Impediments to Fair Housing Choice – identifies barriers that restrict resident access to affordable housing, and provides recommendations to eliminate these barriers; effective July 1, 2015 to June 30, 2020.

HUD requires that local governments involve the public in completing these plans. Data gathered from the public participation process provided the basis for the goals and strategies outlined herein. City staff undertook the research and development of the Consolidated Plan and Annual Action Plan, while Maricopa County completed the same process related to the Analysis of Impediments to Fair Housing Choice. The City, as a member of the Maricopa HOME Consortium, participated in the County's process to develop this plan. Executive Summaries of the draft Consolidated Plan and Draft Analysis of Impediments to Fair Housing Choice are included for City Council review (attached).

DISCUSSION:

Neighborhood and Family Services (NFS) held an extensive public participation process to receive input for both the Consolidated and Annual Action Plans. The first public meeting was held on September 29, 2014 and second held on November 19, 2014. Staff presented and discussed recommendations to the Neighborhood and Family Services Commission at a public hearing on February 25, 2015 and followed up with discussion scheduled for the March 25, 2015 Commission meeting.

A draft plan was made available to the public for the required 30-day comment period beginning March 3, 2015 and ending April 3, 2015.

After considering all input, staff recommends funding the following allocations for the 2015-2016 funding year.

CDBG Activity Allocations (\$578,592 total anticipated allocation):

1. Emergency Home Repairs – \$187,874
2. Street Reconstruction – \$225,000
3. Youth Job Training – \$30,000
4. Revitalization and Small Business Assistance – \$20,000
5. Administration – \$115,718

HOME Activity Allocations (\$128,772 total anticipated allocation):

1. Substantial Home Repairs – \$90,726
2. Homebuyer Assistance – \$29,998
3. Administration – \$8,048

BUDGET IMPACT:

The use of \$128,772 in HOME funds will require a 25% non-federal match from the City of Avondale of approximately \$32,193. The match funds are included in the proposed 2015-16 budget under the Non-Departmental category. CDBG funds do not require match.

RECOMMENDATION:

Staff recommends that the City Council review and discuss the Drafts of the Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing Choice and provide comments and direction to staff.

ATTACHMENTS:

Description

[Draft Analysis of Impediments to Fair Housing Executive Summary](#)

[Draft Consolidated and Annual Action Plans - Executive Summary](#)

2015-2019 CONSOLIDATED PLAN, 2015-2016 ANNUAL ACTION PLAN
AND 2015 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

Draft Analysis of Impediments to Fair Housing – Executive Summary

<http://www.avondale.org/DocumentCenter/View/35991>

Draft Consolidated and Annual Action Plan – Executive Summary

<http://www.avondale.org/DocumentCenter/View/35990>