CITY COUNCIL AGENDA

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

WORK SESSION
July 16, 2007
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 ARIZONA CENTENNIAL LEGACY PROJECT

Discussion to seek Council direction on the Arizona Centennial Legacy Project.

3 AVONDALE SCHOOL TRAFFIC SAFETY STUDY

Avondale School Traffic Safety Study project update.

4 ADJOURNMENT

Respectfully submitted,

Linda M Farris

Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.

CITY COUNCIL REPORT

SUBJECT:
Arizona Centennial Legacy Project

MEETING DATE:
July 16, 2007

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Discussion to seek Council direction on the Arizona Centennial Legacy Project.

BACKGROUND:

At the June 18, 2007 Council meeting, staff was directed to bring forward a work session item to discuss Avondale's participation in Arizona's upcoming Centennial celebration, which falls on February 14, 2012. To mark this major milestone, state officials -- led by the Arizona Historical Advisory Commission -- have developed a Centennial Plan, calling for statewide legacy projects and activities.
The Commission is responsible for recommending and funding activities and projects that will ensure lasting legacy accomplishments to commemorate the Arizona Centennial. Last year, the legislature approved a challenge appropriation of $2.5 million that requires, in advance, a $5 million match from non-state sources (such as cities, towns, counties, Indian tribes and the private sector.)

To qualify for matching funds, legacy projects must meet the following criteria:

- Accurately portray a significant aspect of Arizona history;
- Be accessible to large numbers of visitors and users;
- Demonstrate collaboration in the planning;
- Produce an enduring product that will live on after 2012;
- Include an educational component; and
- Include a plan for implementation.

DISCUSSION:

As part of a preliminary discussion on June 18, the Council expressed a desire to form an ad-hoc Centennial Project Committee, comprising community representatives from the following areas: one member from the Municipal Arts Committee; one member from the Parks & Recreation Advisory Board; a representative from the American Legion, and a representative of the Old Town business area. This committee will be headed by Assistant City Manager Rogene Hill, with staff support from the Community Relations and Parks, Recreation & Library departments. The Centennial Project Committee will identify possible legacy projects, make recommendations back to the City Council and implement the project in time for the 2012 Statehood Centennial celebration.

In addition to meeting Council's desire for a project that reflects the community's heritage and values and furthers the Council's goal for more public art in the community, Avondale's Legacy Project will have to meet the state's guidelines outlined above if it is to qualify for additional state funds.

BUDGETARY IMPACT:

Legacy Project Funding: The state has created a "Centennial Bank" for the purpose of collecting the $5 million from non-state sources. The state is seeking contributions from cities and towns, based on population. Avondale's share is $71,360. The monies may be designated into any of the following categories.

Designated Accounts: Donor allocates earmarked funds to specific centennial projects. Account is in the name of the donor and subject to withdrawal only by the donor.

Restricted Accounts: Donor restricts the account for centennial projects and purposes yet to be determined by the donor. Account is in the name of the donor and subject to withdrawal only by the donor.

Unrestricted Accounts: Donor specifies that funds may be allocated to centennial activity and projects as determined by the Arizona Historical Advisory Commission.

Staff intends to bring back names of proposed members for the ad-hoc Centennial Project Committee for Council approval in the next few weeks, and convene the Committee some time in September. At that point, staff will also identify a funding source for participation in the Centennial Bank.

RECOMENDATION:

Staff seeks Council input regarding the formation of the ad-hoc Committee and Avondale's contribution to the Centennial Bank.

ATTACHMENTS:

Click to download

- Using the Arizona Centennial Bank
- Centennial Fund Policy & Procedure
- Arizona Centennial Plan

USING THE "ARIZONA CENTENNIAL 2012 BANK"

The purpose of the "Centennial Bank" is to facilitate the raising of $5 million dollars from non state sources as matching funds to activate a $2.5 million dollar legislative appropriation for projects to commemorate the Arizona Centennial in 2012.

The use of the term "Centennial Bank" does not imply any status as a commercial bank, but it is used only to describe the process of deposits and withdrawals to comply with stipulations in legislation enacted for the Arizona Centennial.

Contributions may be spent as they are collected for centennial purposes, but must be deposited in the Arizona Centennial account at the office of the state treasurer in order to qualify for the match requirement of $5 million dollars for the legislature's appropriation of $ 2.5 million. These funds will be allocated to centennial projects statewide by a vote of the Legislative Council: Speaker of the House, President of the Senate and six members of each body.

To facilitate the process, the Arizona State Library, Archives and Public Records, an agency of the state legislature, will perform the administrative function of the "Centennial Bank". It will accept contributions (deposits) for all centennial related activity in the following categories:

Designated Accounts

Donor allocates earmarked funds to specific centennial projects. Account is in the name of the donor and subject to withdrawal only by the donor.

Restricted Accounts

Donor restricts the account for centennial projects and purposes yet to be determined by donor. Account is in the name of the donor and subject to withdrawal only by the donor.

Unrestricted Accounts

Donor specifies that funds may be allocated to centennial activity and projects as determined by the Arizona Historical Advisory Commission.

Deposits should be made payable to Arizona Centennial and sent to: Arizona State Library, Archives and Public Records. To comply with Arizona Revised Statues 35-149, the depositing of such monies with the state treasurer should include the following information:

1. The source from which such monies were received.
2. The terms and conditions under which and the purpose for which they were received.
3. The names of the trustees or administrators of the funds or contributions.
4. The name of the person authorized to approve expenditures from each fund.

The Arizona Historical Advisory Commission will authorize the disbursements according to the conditions of the designated or restricted accounts.

Online capability for deposits and withdrawals is anticipated.

Address:
Arizona State Library, Archives
and Public Records
1700 West Washington
Phoenix, AZ 85007
(602) 542-4035

For questions:
John Driggs
Commissioner
(602) 840-8729

City/Town	2005 Designated Population	Share of Total Population	Share of Money (rounded to nearest $1)
All Cities and Towns	4,859,596	100%	$5,000,000
Apache Junction	34,070	0.701%	$35,054
Avondale	69,356	1.427%	$71,360
Benson	4,740	0.098%	$4,877
Bisbee	6,570	0.135%	$6,760
Buckeye	25,406	0.523%	$26,140
Bullhead City	38,210	0.786%	$39,314
Camp Verde	10,730	0.221%	$11,040
Carefree	3,684	0.076%	$3,790
Casa Grande	32,470	0.668%	$33,408
Cave Creek	4,766	0.098%	$4,904
Chandler	230,845	4.750%	$237,515
Chino Valley	12,325	0.254%	$12,681
Clarkdale	3,680	0.076%	$3,786
Clifton	2,596	0.053%	$2,671
Colorado City	4,080	0.084%	$4,198
Coolidge	8,180	0.168%	$8,416
Cottonwood	10,860	0.223%	$11,174
Dewey-Humboldt	4,030	0.083%	$4,148
Douglas	17,195	0.354%	$17,692
Duncan	812	0.017%	$835
Eagar	4,435	0.091%	$4,563
El Mirage	32,061	0.660%	$32,987
Eloy	11,125	0.229%	$11,446
Flagstaff	61,185	1.259%	$62,953
Florence	20,530	0.422%	$21,123
Fountain Hills	24,482	0.504%	$25,200
Fredonia	1,110	0.023%	$1,142
Gila Bend	1,980	0.041%	$2,037
Gilbert	173,072	3.561%	$178,072
Glendale	242,369	4.987%	$249,372
Globe	7,495	0.154%	$7,712
Goodyear	46,213	0.951%	$47,548
Guadalupe	5,555	0.114%	$5,715
Hayden	892	0.018%	$918
Holbrook	5,425	0.112%	$5,582
Huachuca City	1,830	0.038%	$1,883
Jerome	330	0.007%	$340
Kearny	2,248	0.046%	$2,314
Kingman	25,860	0.532%	$26,607
Lake Havasu City	53,435	1.100%	$54,979
Litchfield Park	4,528	0.093%	$4,659
Mammoth	1,762	0.036%	$1,813
Marana	26,725	0.550%	$27,497
Maricopa	15,934	0.328%	$16,394
Mesa	448,096	9.221%	$461,042

Note: Designated Population is city or town population used for State Shared Revenues, 2005.
Source: League of Arizona Cities and Towns

City/Town	2005 Designated Population	Share of Total Population	Share of Money (rounded to nearest $1)
Miami	1,955	0.040%	$2,011
Nogales	21,830	0.449%	$22,461
Oro Valley	39,400	0.811%	$40,538
Page	7,110	0.146%	$7,315
Paradise Valley	13,863	0.285%	$14,264
Parker	3,280	0.067%	$3,375
Patagonia	920	0.019%	$947
Payson	15,430	0.318%	$15,876
Peoria	138,143	2.843%	$142,134
Phoenix	1,475,834	30.369%	$1,518,474
Pima	2,085	0.043%	$2,145
Pinetop-Lakeside	4,165	0.086%	$4,285
Prescott	40,770	0.839%	$41,948
Prescott Valley	33,575	0.691%	$34,545
Quartzsite	3,600	0.074%	$3,704
Queen Creek	16,414	0.338%	$16,888
Safford	9,360	0.193%	$9,630
Sahuarita	13,990	0.288%	$14,394
St. Johns	3,865	0.080%	$3,977
San Luis	22,930	0.472%	$23,592
Scottsdale	234,752	4.831%	$241,534
Sedona	10,935	0.225%	$11,251
Show Low	9,885	0.203%	$10,171
Sierra Vista	43,690	0.899%	$44,952
Snowflake	4,935	0.102%	$5,078
Somerton	9,750	0.201%	$10,032
South Tucson	5,630	0.116%	$5,793
Springerville	2,065	0.042%	$2,125
Star Valley	2,008	0.041%	$2,064
Superior	3,254	0.067%	$3,348
Surprise	88,265	1.816%	$90,815
Taylor	4,100	0.084%	$4,218
Tempe	165,796	3.412%	$170,586
Thatcher	4,550	0.094%	$4,681
Tolleson	6,498	0.134%	$6,686
Tombstone	1,610	0.033%	$1,657
Tucson	529,770	10.902%	$545,076
Wellton	1,970	0.041%	$2,027
Wickenburg	6,077	0.125%	$6,253
Willcox	3,885	0.080%	$3,997
Williams	3,145	0.065%	$3,236
Winkelman	443	0.009%	$456
Winslow	9,835	0.202%	$10,119
Youngtown	6,163	0.127%	$6,341
Yuma	88,775	1.827%	$91,340

Note: Designated Population is city or town population used for State Shared Revenues, 2005.
Source: League of Arizona Cities and Towns

Centennial Fund Policy and Procedure

The sum of $2,500,000 was appropriated by the legislature for activities and legacy projects relating to the Arizona Centennial in 2012. This amount can be spent by vote of the Legislative Council after a matching amount of $5,000.000 has been raised from non-state sources, i.e., from cities and towns, the private sector and grants from Indian tribes and the federal government. The matching money must be deposited in the Arizona Centennial account at the office of the State Treasurer.

Monies contributed to meet the matching requirement may be spent as they are raised, but an accounting must be made by the Arizona Historical Advisory Commission to determine qualification for the state match requirement.

The Arizona State Library, Archives and Public Records (ASLAPR) will operate as the bank for all Centennial fund-raising by accepting deposits (contributions) and disbursing withdrawals (expenditures) for Centennial projects.

Contributions will be deposited into a specific numbered account in the name of the contributing entity unless otherwise directed by the donor, i.e., to a specific legacy project.

Withdrawals from the donor account for specific Centennial projects will be at the direction of the donor in writing. Forms for deposits and withdrawals will facilitate the process.

This procedure will facilitate the raising of the match requirement by providing the means for a donor to make an initial commitment to the Centennial, but reserving the choice to allocate funds to individual or multiple community centennial projects as they develop.

Earnings on accounts through the investment procedures of the state treasurer will be credited to the various accounts.

Non-designated contributions will be deposited to a general Centennial fund account.

Account information will be available to the donor on a periodic basis and by written request to Arizona Centennial Fund (ASLAPR) at 1700 West Washington, Suite 200, Phoenix, Arizona 85007.

John Driggs
Commissioner
602-840-8729

Arizona Centennial Plan

Arizona Historical Advisory Commission

Benchmark 2007

Approved by
the Arizona Historical Advisory Commission
Tuesday, January 30, 2007 ~ 1:30 P.M.
at the Arizona State Library, Archives and Public Records
The Historic State Capitol, 1938 Addition, Suite 200

Planned formal release
Statehood Day Ceremony
Wednesday, February 14, 2007 ~ Noon
Restored Senate Chambers
Arizona Capitol Museum, Third Floor

Public comment invited
Email: azcentennial@lib.az.us
Further information: www.azcentennial.gov

Arizona Historical Advisory Commission
Centennial Plan

Arizona commemorates 100 years of Statehood on February 14, 2012. As the last of the contiguous 48 states admitted to the Union, Arizona and its citizens have a wonderful opportunity to showcase the state's beauty, history and future.

Imagining the Centennial

As Arizona's statehood turns its first century, with the Arizona Historical Advisory Commission's Centennial plan, efforts to showcase the state's beauty, history and future will be a reality.

The Centennial activities will have financially stimulated major projects that involve community-wide collaboration, to demonstrate the vitality, quality and diversity of Arizona that will contribute to establishing a lasting legacy into the next century. The projects will have enhanced the teaching, learning, and writing of Arizona's history with new content from accurate, original research.

Ideas for legacy projects should be stimulated, perhaps even identified, by the Commission members through working with persons and groups with whom each member individually may be affiliated to develop potential legacy projects that could or should be a part of the Centennial commemoration. All groups are welcome to develop projects. Legacy and research projects might include:

a. Restoration of historical properties to public access and use.
b. Publication of books and/or articles that enhance knowledge of Arizona's history through new research.
c. Creation of public art in commemoration of events or for the Centennial.
d. Interpretation through exhibits, public programs, events, discussions in cultural, educational and information institution (such as public television, public radio) of new and/or creative revisions of historical content.

Through such projects, the Centennial would draw tourists to Arizona, as well as interest residents in parts of Arizona they have not visited.

The statewide website will document and promote locally-initiated and grassroots activities in communities throughout the state. People of all ages will have participated or will be participating in events in every area of the state that inform, document, present and commemorate Arizona's Centennial.

Public Comment: azcentennial@lib.az.us
Further Information: www.azcentennial.gov

Centennial Commission

In the fall of 2004, Governor Janet Napolitano, Senate President Ken Bennett and House Speaker Jake Flake jointly announced their preference for the Arizona Historical Advisory Commission (Commission) to plan the State's Centennial. Senator Jay Tibshraeny and Representative Lucy Mason sponsored legislation adding Centennial responsibility to Commission. As the only state Commission dedicated to Arizona history, it represents the major state history and heritage institutions. Statewide in its scope, it is nonpartisan in nature and operates under the state's accounting and accountability framework.

Commission's Vision for the Centennial

Ensure a lasting legacy for future generations by encouraging all Arizonans to reflect on our unique and authentic history, to experience the rich and diverse tapestry of our heritage, and to explore our promising future.

Commission's Centennial Mission

Develop, encourage, and coordinate a statewide plan for Arizona's Centennial in 2012 including:

- advising the Legislature and state agencies on Centennial history and heritage, arts and culture;
- assisting the governor's countdown to the Centennial to support school children learning about Arizona's history; and
- recommending and funding activities and projects that will ensure lasting legacy accomplishments to commemorate the Centennial.

This plan intends to create an awareness of the Centennial through:

- Establishing criteria for officially designated legacy projects and stimulating local initiatives by helping communities identify and research legacy projects.
- Generating sources of funding such as institutional sponsorships, public-private partnerships, and local funding options including private sector support that may assist designated legacy projects.
- Marketing and promoting designated legacy projects and activities.

The Commission is developing funding sources and allocations processes, public relations programs, communications mechanisms, audit and financial controls, and a reporting procedure to the Legislature and donors. The Commission will act as a facilitator for intergovernmental communications.

There are many benefits to be gained from a well-planned, well-executed state Centennial. By encouraging the statewide cultural community to work with others to develop specific projects related to the Centennial, these projects and activities will serve as a springboard for future decisions that incorporate a better understanding of Arizona's culture and history into state and local policy. Centennial projects and activities will give state legislators, local government officials, and interested institutions or organizations an opportunity to hear and learn from the public about their priorities when commemorating Arizona's history. It is the Commission's intention that as a result of the legacy projects new research regarding Arizona's history will be available for the teaching, writing and learning about Arizona.

To move from the present to a successful 2012 Centennial, the following guiding principles are essential:

- Statewide representation and participation in the planning and implementation of the Centennial.

- Responsive institutional relationships that ensure Arizona's history and cultures are represented adequately, accurately, and appropriately.
- Collaborative approaches that capitalize on the combined skills and views of multiple partners.

Background

The Arizona Historical Advisory Commission was authorized in 1976 under ARS 41-1352 as a part of the Arizona State Library, Archives and Public Records (ASLAPR). In addition to generally reflecting the broader concern for the support of the study of Arizona history and research, Chapter One (S.B. 1065) of the Laws of 2005, added specific responsibilities to create awareness and promote observance of Arizona's Centennial at the local and state level.

Arizona's cultural community promoted this new law to properly plan for the Centennial. The law expands the membership and mission of the Commission, including the charge of creating a Centennial plan.

Additional legislation enacted in 2006 (H.B. 2870 Section 3B) states "The Historical Advisory Commission may accept and spend appropriations, grants, gifts, contributions and devises to assist in carrying out this section [Centennial Work]. The Historical Advisory Commission may accept and spend grants, gifts, contributions and devises to contract for administrative and clerical staff, professional and administrative experts and other staff as necessary to enable the commission to carryout out this section [Centennial Work]." It also provided an appropriation of $2.5 million for activities and projects related to the Arizona Centennial. Before this money can be spent, a matching amount of $5 million must be raised from non-state sources. This funding package of $7.5 million gives the Commission the potential to provide funding for designated legacy projects.

The Commission consists of not less than 10 but not more than 20 members appointed by the Director of the Arizona State Library, Archives and Public Records (ASLAPR) who serves under the direction of the bipartisan bicameral Board of the Arizona State Library, Archives and Public Records. Commission members include experts in the fields of:

- historic preservation
- history
- arts and culture
- architecture and archaeology
- professional libraries and archives
- persons associated with the interpretation, research, writing, preservation or teaching of the state's heritage
- Also included are the Directors of the
    - Arizona Historical Society,
    - Arizona State Museum,
    - Arizona State Parks Board, and
    - State Historic Preservation Officer
    - Arizona State Library, Archives and Public Records

Each unit of government is encouraged to establish a Centennial committee at the local level. Local committees are the key to identifying legacy projects that can mobilize a community effort including history related organizations, educational, cultural and arts institutions, and community organizations. It is hoped that public and charter schools, colleges and universities will design education related Centennial projects and activities as well as participate in other Centennial commemorations.

There are six working committees of the Commission. The committees will work with stakeholders to ensure a well coordinated effort that achieves a successful Centennial. The working committees are:

1. The Historic Sites Review Committee (HSRC) is a statutory standing committee of the Commission. The Historic Sites Review Committee Chair is by statute a member of the Commission.

2. The Countdown to the Centennial Committee is comprised of gubernatorial appointees. A representative of the Countdown to the Centennial Committee will become a member of the Commission.

3. The Development Committee will work with both the public and private sectors to secure funds for the Commission. A member of the Commission will Chair the Development Committee.

4. The Marketing Committee will develop the communications and marketing strategies for the Commission. A member of the Commission will Chair the Marketing Committee.

5. The Programs, Projects and Events Committee will develop the criteria for the Centennial programs, projects and events and will be available to assist in implementation of said activities. A member of the Commission will Chair the Programs, Projects and Events Committee.

6. The Membership Committee will recruit members to serve on the Commission and the six standing committees. The Vice-Chair for Committees of the Commission will Chair of the Membership Committee.

To support the work of the Commission and to provide information to the public a website, www.azCentennial.gov, was created. Stakeholders and the general public may contact the Commission with questions and comments about the Centennial at azCentennial@lib.az.us.

Partners

The Arizona Centennial effort is supported by partnerships. In addition to the Arizona Legislature, the Governor and Judiciary, statewide government agencies, tribal nations and cultural and arts institutions are encouraged to participate.

Initial major partners included the Arizona State Library, Archives, and Public Records (ASLAPR); Arizona Humanities Council; ASU Public History Program; the Arizona State Museum; KAET television: the Arizona Historical Society; Arizona State Parks; Sharlot Hall Museum; Phoenix Heritage Commission; Arizona Commission on the Arts; Salt River Project; Arizona Library Association; Arizona Historical Foundation; the State Historical Preservation Office; and the Coordinating Committee for History in Arizona.

The **Coordinating Committee for History in Arizona** (CCHA) provides a greater awareness and appreciation of history through workshops, conferences, and outreach activities. In May 2004, the CCHA launched the first planning workshop to begin the process of preparing for the Centennial. A second statewide workshop was held in May 2005 and a third in August 2006. CCHA will continue providing annual workshops related to the Centennial effort until 2012. In addition, CCHA sponsors meetings and discussions throughout the year. CCHA also maintains an e-mail list of individuals interested in Centennial updates and information.

Although the Centennial year is 2012, activities and projects are already underway. In 2003, when Governor Napolitano issued a gubernatorial proclamation recognizing Statehood Day and officially announced the **Countdown to the Centennial**, fourth graders took part in a number of activities depicting Arizona's past and present. The Governor appointed a Countdown to the Centennial

statewide task force and charged them with planning additional activities for 4th graders depicting Arizona's past and present in each ensuing year until 2012 when all 4th graders in Arizona will be invited to a Centennial event.

Each spring, the **Arizona Convocation**, sponsored by the ASLAPR, brings together a diverse community of librarians, archivists, museum professionals, historians, genealogists, records managers and conservators. Through the speakers, panels and conversations, it seeks to connect colleagues both by region of the state and by type of institution and to strengthen programs that support Arizona's cultural resources. Cultural institutions are places where anyone can go to explore a society's past (2005) and contemplate its future. Each year the convocation will sponsor original historical research on a variety of themes to update "Arizona at 75", written for the 75th anniversary of Statehood. Arizona's water resource (2006) was the first in this series. See http://www.lib.az.us/convocations/ for more information. The convocations leading up to the Centennial will introduce new historical research each year that has long term significance for Arizona.

The Arizona Historical Society has a Centennial planning committee whose work will be coordinated with the plan. The society has formal links to their certified history museums throughout the state, which will assist and coordinate efforts as these communities develop their own Centennial planning.

The Centennial list of partners and partnerships could include the following:

The six regional planning agencies or councils of government:

Maricopa Association of Governments
Pima Association of Governments
Northern Arizona Association of Governments
Western Arizona Association of Governments
Central Arizona Association of Governments
Southeastern Arizona Association of Governments

The Intertribal Council, The Commission on Indian Affairs, and other governmental, educational or community based organizations will be crucial to the success of a statewide Centennial commemoration. The League of Arizona Cities and Towns, the Arizona Association of Counties and the County Supervisors Associations of Arizona are also involved. Working closely with state agencies is an important part of the Commission's Mission.

Taking Stock of the Present

The Centennial offers a significant opportunity to reflect and take stock of Arizona's development over time and note that we are at the point of 100 years of statehood, what we have come to be, and what we are in the process of becoming as we enter a new centenary era. Statehood in 1912 was but one moment in Arizona's long-term process of becoming. The 2012 Centennial is yet another milestone in that process of becoming. On the surface a Centennial signifies the end of one era and the opening of another. Yet as a benchmark date, it provides the moment where we look in three directions—backward, around, and ahead. The Centennial opens a moment in time for significant introspection and reflection that embraces all members of the state's communities. Events, activities, and projects that encompass the full range of Arizona's citizenry touch each part of the state. Such a commemoration reminds us of our long, rich history characterized by diverse communities and cultures that extend over hundreds of years. We remember as well the remarkable changes wrought on the natural and cultural landscape by those who engineered Arizona's successful entry into the federal union as a state. Their commitment to development and investment in Arizona's future created the foundations for the remarkable economic and population growth in the post-World War II era that ushered in the latest developments in science and technology. Imagining the Centennial means creating opportunities for all Arizonans to participate and appreciate the fabric and texture of the

state's rural and urban histories and its diverse cultures that are traditional and long-standing as well as new and linked to the rapidly changing world outside Arizona.

The Centennial offers the moment to bring Arizona's contemporary history to the foreground within a broad historical context. Different strands of the past can be considered in light of present circumstances. At the Centennial we can reflect on the formal political act of 1912 of becoming a more integral part of the United States, consider the history of the remarkable years since statehood marked by significant population growth, urban change, and the huge economic transformation from an agriculturally- and mining-based economy to high-tech status and in the 21st century to translational genomics, and anticipate the potentially vast changes ahead in the 21st century with sustainability one of Arizona's most important topics. Because history is an ongoing, unfolding process, the Centennial as part of Arizona's history is as much the embracing of the past as the present and future. At the Centennial Arizonans can pause to ponder: to reach back in time to celebrate the Native heritages evident in the contemporary Native populations and reflect on the effect of the arrival of Euro-Americans who established Spanish and Mexican outposts and then Anglo American communities soon receiving ever increasing numbers. The steadily increasing numbers of the onslaught in post World War II growth will encompass the Centennial itself in tremendous growth and economic expansion. Between 2006 and 2012 an anticipated 1.4 million people will swell Arizona's population. The Centennial provides a unique moment to welcome this audience of new arrivals by helping them identify as Arizonans and learn to call Arizona home. Articulating Arizona's strong sense of place will be as important for the newcomers as well as current residents. Arizona's cultural institutions have an important role in bringing the Centennial's events and programs to new and traditional audiences. Sharing and understanding the many stories and resources of Arizona's past, as well as exploring opportunities offered by our present day confluence of cultures is the important work of the Centennial.

Political Climate

Arizona's political context varies significantly by level of government and region of the state. In many situations, public-private partnerships are welcomed and supported. In others, public entities will absorb Centennial commemoration into their ongoing efforts and work. Most public officials view the Centennial as an important opportunity to showcase Arizona and to increase our knowledge of Arizona history.

The Commission understands and appreciates the importance of statewide involvement and participation in the state's Centennial.

Arizona's American Indian Citizens

There are 21 federally recognized American Indian communities, reservations and nations in Arizona. The Zuni tribe of New Mexico maintains aboriginal ties to the region and also has trust lands in the state. There remains, from the earliest times to the present, great linguistic, cultural and social diversity among contemporary Native People. American Indian urban populations add to this diversity with the advent of adult Indian relocation programs of the 1950s and 1960s to young people today seeking higher educational opportunities at colleges and universities throughout the state.

The question, "How do American Indians view the Arizona Centennial?" would not generate a single, monolithic response. Indeed, responses would be varied and it is, in part, the Commission's task to invite and act upon the varied responses. Some American Indians may not view the Centennial as a celebration at all. Others may view it as a time to take stock of the present, reflect on the past with regard to human and political relations, and prepare for the future.

The Commission invites American Indian individuals, organizations, communities, and nations to consider legacy or other special projects. Most Indian communities in the state have a museum or a

heritage/cultural center that could serve as a venue for the community to show and demonstrate their participation. These facilities are natural confluences between community members and Arizona residents at large. By the year 2012, it is likely that all Indian communities in Arizona will have a cultural center or similar venue. Schools and school libraries are also important public gathering places. The Centennial could also be a time to bring world attention to the many forms of artistic expression created by today's American Indian artists. The possibilities are limitless for American Indian participation.

Arizona's Hispanic Culture

Arizona's path to statehood began in 1528 under Spanish rule, when the eight year exploration of Cabeza de Vaca brought European attention to this part of the New World. Over the next century, Spanish explorers claimed vast land in the Southwest and made the first systematic exploration. Franciscan missionaries were the first Europeans to live in what is now Arizona from 1687 – 1711. The famous Father Keno established the missions of San Xavier, San Miguel and Guevavi in Pimeria Alta along the Rio Santa Cruz and Rio San Pedro. Silver was discovered in 1736. In 1752 Tubac Presidio (fort) became the first European community in Arizona. Tucson followed in 1776.

Following the Mexican Independence Movement of 1810 – 1821, Arizona's lands were under Mexican Rule. Following the Mexican War, which ended with the Treaty of Guadalupe Hidalgo in 1848, those lands became part of the New Mexico Territory in the United States. Additional lands were added to Arizona in 1853 as part of the Gadsden Purchase.

Today 28.6% of Arizona is of Spanish or Mexican decent. Those cultures give Arizona much of its color, music, art and culinary excellence.

IMPLEMENTATION AND THE NEXT STEPS

Marketing

A comprehensive marketing campaign will be developed to promote awareness of and engagement in the Centennial as envisioned by the Legislature.

- Increase awareness of and promote Arizona's Centennial plans
- Increase awareness of how civic, community, cultural, arts, and governmental organizations and agencies can participate in Centennial projects, events and activities.
- Develop materials for presentations by Commission and Commission committee members to business organizations, trade associations and chambers of commerce to encourage participation, linkage and support for Centennial projects, events and activities.
- Develop an official Centennial logo and brand Commission endorsed projects, events and activities
- Explore logo merchandising opportunities as a means to securing resources to support Centennial programs, projects, events and activities

Other marketing committee efforts may include the development of methods of engaging civic, community, cultural and arts organizations to plan Centennial events, projects, or programs. The Marketing Committee will explore ways to inform and engage Arizona's Congressional Delegation and other appropriate federal agencies about Arizona's Centennial efforts.

The Commission will make presentations to major business and professional trade associations and chambers of commerce to encourage linkage and support for legacy projects. In many cases there will be opportunities for the trade associations to join with state agencies to organize and develop projects. In this process Commission members and standing committee members can help identify and promote potential projects, particularly in the field of their expertise.

Programs, Projects, Events

The events of the Centennial commemoration will allow the people of Arizona to reflect on the state's unique and authentic history and explore its promising future. One goal of this commemoration in 2012 is to provide through designated legacy projects not only remembrances of the past but also lasting and ongoing efforts for the future. Other programs of a more ephemeral nature will play a role as well, and guidelines will be developed for events in 2011 and throughout the Centennial year of 2012.

The Programs, Projects and Events Committee will be appointed to oversee application and implementation processes. This group will:

- Develop criteria and application procedures for Centennial legacy projects, programs and events.
- Review project applications according to a published schedule and make recommendations to Commission for official Centennial designation.
- Create structures to report on designated programs.
- Assist in implementation of official Centennial projects.
- Provide information regarding funding procedures to eligible entities.
- Coordinate and define project evaluation.
- Encourage commitment from state agencies to participate in and support legacy projects.
- Place appropriate documentation from designated projects on permanent record with the Arizona State Archives.

Project Criteria

The Commission has developed criteria by which to assess proposed legacy projects for official Centennial designation. To be considered for official designation, the project must:

1. Accurately portray a significant aspect of Arizona history.
2. Be accessible to large numbers of visitors and users.
3. Demonstrate collaboration in the planning.
4. Produce an enduring product that will live on after 2012.
5. Include an educational component.
6. Include a plan for implementation.

The application for receiving status as an official Arizona Legacy Project or event is included in the Appendix with full instructions. Certification allows for uses of the official Centennial logo and inclusion in the overall statewide public relations program. Only certified projects qualify for funding requests. The Commission will meet at least quarterly to consider certification and funding requests. Reports, photographs, recordings and other documentation from designated Centennial projects will be placed on permanent record with the Arizona State Archives.

Two statewide efforts have been designated Arizona Legacy Projects. The Arizona Memory Project http://azmemory.lib.az.us/ and the OneBookAZ http://www.onebookaz.org/ (Arizona history theme reading program).

The Programs Committee is charged with assisting in the implementation of official Centennial projects. This assistance could be provided through serving as an information and tracking resource, keeping the many entities aware of the projects planned, and recording where and when they will take place. Funding opportunities will be another important area of program assistance. It is a goal of the Commission to provide funding assistance for officially designated legacy projects. Guidelines and procedures will be developed as funds become available. Other opportunities for helping project directors may arise as applications are approved and implementation begins. Project directors will be

asked to provide final reports, and appropriate photographs, recordings and other documentation will be placed on permanent record with the Arizona State Archives.

State agencies, including the three universities, can play a major role in the state Centennial commemoration, and the Programs Committee will develop ways to encourage and assist these commitments.

Centennial events will tend to be planned by communities and organizations for the years leading up to the actual date of February 14, 2012, and throughout the Centennial year. Specific Commission guidelines and suggestions for events will be forthcoming.

Development

The Development Committee will work with both the public and private sectors to secure funds for the Commission. A member of the Commission will Chair the Development Committee.

The accounting system for the entire Centennial will be administered through the Arizona State Library, Archives and Public Records.

Audit and financial controls will be ensured, particularly including a mechanism that will identify and track all earmarked funds. This is essential since all contributed non-state funds must pass through the State Treasurer's office and be reported to Legislative Council to be counted for the match requirement.

Fundraising goals will be continuously revised as the work of the Commission and sub-committees continue. Each official legacy project will, in most cases, have its own fund development. The official Commission, Centennial website will include a fundraising section. The website may also include fundraising messages for selected legacy projects.

The key to the development of legacy products is proper planning and adequate funding. The Centennial appropriation clearly sends a strong signal to cities and towns, Indian tribes and counties that, if the Commission fundraising is successful; the State will help sponsor legacy projects and activities that are sanctioned as official Centennial projects by the Arizona Historical Advisory Commission.

The Development Committee will:

- Ensure audit and financial controls through the ASLAPR.
- Initiate and maintain reporting procedures to the Legislature and donors with ASLAPR.
- Determine potential for federal grants or cooperative action.
- Encourage commercial and industrial trade organizations to develop and support legacy projects and/or to cooperate with local and state governmental and cultural entities.

Centennial Funds

To underscore the importance of the Centennial, the Legislature included in the fiscal year 2006-2007 budget a non-lapsing appropriation of $2.5 million to encourage and facilitate commemorative activities and legacy projects. The budget bill language requires that a matching amount of $5 million must be raised from non-state government sources before the appropriation can be released for Centennial work. These sources would be cities, towns and counties, grants from Indian Tribes, federal grants, and the private sector.

When funds are available, a funding mechanism and fund allocation procedure will be developed for requesting grants for individual projects already designated as Centennial Legacy Projects (See application on website at www.azcentennial.gov).

Meeting the Legislature's Match Requirement of $5 Million

Funds from non-state sources for Centennial legacy projects that meet the criteria of the Arizona Historical Advisory Commission to qualify as part of its match requirement by Legislative Council must be deposited (in an Arizona Centennial account) in the office of the State Treasurer through the Arizona State Library, Archives and Public Records. Contributions or grants to specific projects should be earmarked, if possible, and will be available to the project after accounting as match or released if not qualified as match.

Contributions may be spent as they are collected and still qualify for the required match so long as they are processed according to the law into the Centennial account.

Local government will have a primary responsibility to stimulate and sponsor projects. This will motivate initial funding that will provide the required match to activate the state appropriation to be distributed statewide. The Commission may make grants to local government or organizations that sponsor the official projects after procedural approval by the Legislative Council. Legislative Council consists of the President of the Senate, Speaker of the House and six members each from both the Senate and House of Representatives.

With the expectation that many of the contributions used to achieve the state match requirements will either be earmarked or allocated to a specific legacy project, the Commission may consider financial assistance for these projects when the state appropriation of $2.5 million has been matched and is available to the Commission for use.

In-kind Contributions

There will be instances where an in-kind contribution of goods and services will be donated for Centennial purposes. These should be accepted if appropriate, but the value cannot qualify toward the match requirement. Donors of such goods and services should receive proper recognition by the project sponsors in all public relations activity relative to the project and the Centennial.

CITY COUNCIL REPORT

SUBJECT:
Avondale School Traffic Safety Study

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Kelly LaRosa P.E. Traffic Engineer, 623-333-4229

THROUGH: David Fitzhugh, P.E., Interim City Engineer

PURPOSE:

Staff will update the City Council regarding the results of the recent School Traffic Safety Study.

BACKGROUND:

The City of Avondale entered into a Professional Services Agreement with Stanley Consultants, Inc., to conduct a "Avondale School Traffic Safety Study" project. The Notice to Proceed was issued in November, 2006, and the project was completed June 1, 2007. The project included studying one elementary school in each of the four (4) elementary school districts in the city for school traffic safety issues, and following the Arizona Department of Transportation (ADOT)
Traffic Safety for School Areas Guidelines. The four elementary schools studied were:

1. Michael Anderson Elementary School, Avondale School District #44
2. Littleton Elementary School, Littleton School District #65
3. Rancho Santa Fe Elementary School, Litchfield School District #79
4. Rio Vista Elementary School, Pendergast Elementary School District #92

The consultant performed field reviews of on-site issues such as drop-off and pick-up procedures, analysis of off-site issues on the adjacent public roadways, field reviews of the walking routes to school in surrounding neighborhood areas, and evaluation of school crosswalks. The project included two meetings with school stakeholders. The first was to inventory school concerns and second was to gather feedback and identify implementation strategies the draft results and conclusions were determined. A final report was developed for each school with a list of recommendations for improvements for both the City and the School to implement. A Safe Walking Route to School was also developed that can be distributed by the schools to parents and students on the suggested walking routes in the neighborhoods to and from school.

This project provided an opportunity to partner with schools to develop a comprehensive solution that both the City and the School Districts support to improve traffic safety on and surrounding school sites, increasing safety for students, parents, and other drivers.

DISCUSSION:

The School Traffic Safety Study conclusions and recommendations are summarized below for each school.

Michael Anderson Elementary School, Avondale School District #44
Michael Anderson Elementary school is located on the south side of Western Avenue between Central and 3rd Avenues. The consultant conducted a through study of the bus and parent loading zones, as well as the school crosswalks located on Western Avenue and 3rd Avenue.

Bus operations off of 3rd Avenue were observed to operate efficiently and met ADOT standards. There is an existing parent drop-off and pick-up lane on the south side of the school with efficient one-way operation, sufficient storage lengths, and is supervised by school staff. However, even though the bus loading zone is signed and marked properly, there were a significant number of parents using the bus loading area to also drop

off and pick up students, creating congestion and safety problems. This results in the underutilization of the proper parent drop-off/pick-up zone.

ADOT standards recommend the bus and parent loading zones be physically separated for safety and congestion purposes. Therefore, recommendations to discourage use of the area by parents include upgrading signage and pavement marking, increasing staff presence, increasing parent education, and adding police presence to help enforce operations in the area.

There are two existing yellow school crosswalks with 15 MPH school zones for the school, one across Western Avenue just east of 3rd Avenue and the other on 3rd Avenue just south of Western Avenue. A third crossing guard is stationed at the signalized intersection of Central Avenue and Western Avenue to help students cross the south leg.

The school crossing on Western Avenue was recommended to remain in place, but be restriped as a high visibility crosswalk and upgrade the school signs to new ADOT standards. The City has plans to make these improvements this summer before school opens again in the fall.

The existing school crossing on 3rd Avenue south of Western Avenue was determined to be too close to the intersection of Western Avenue according to ADOT standards. In addition, it is not supervised by a school crossing guard. The study recommended relocating it farther south, increase "No Parking" signage, and staffing the location with an adult school crossing guard. The school supports these recommendations. Long term, a raised pedestrian crosswalk or crosswalk with a median island across 3rd Avenue is recommended to be installed.

There are two additional white pedestrian crosswalks on Western Avenue west of the school in the City of Goodyear. The study recommends coordinating with Goodyear on removing one or both to help increase the usage and safer driver attention to the 15 MPH School Crossing on Western Avenue at 3rd Avenue. Goodyear is planning to address this issue and will be responsible for removal.

Lastly, a Safe Routes to School Map was developed with suggested walking routes to and from school that can be distributed to students and parents. Several missing sidewalk links were identified in the neighborhood that should be considered for installation.

Littleton Elementary School, Littleton School District #65

Littleton Elementary School is located on the southwest corner of Avondale Boulevard and Buckeye Road (MC 85). This is an intersection at two major arterial roadways. The safety of elementary school children crossing these major roadways is a major concern. The study recommends the School District consider providing busing for all students to eliminate these safety issues.

Other serious safety issues that were observed during the course of the study include the parent drop-off/pick-up area currently located off of Avondale Boulevard on the east side of the school. There are parents parking and leaving their vehicles, double stacking in the drop-off area, and causing a back-up of traffic during peak hours onto Avondale Boulevard. The study recommends relocating the parent drop-off operation to the west side of the school in the back parking lot. Longer storage lengths can then be accommodated, and may also encourage parents to park in designated spaces if they desire to leave their vehicles. Education, staff supervision, and enforcement will be important components to implementing this change.

Although current bus loading operates smoothly, it is recommended that the bus drop-off and pick-up be relocated to the existing loading zone area off of Avondale Boulevard. There is a maximum of 7 buses at one time, which can easily be accommodated. Cones and staff presence should be utilized by the school to help keep parents out of the bus loading area.

Another recommendation out of the study was to conduct a traffic signal warrant study at the intersection of Avondale Boulevard and the bus driveway. This would eliminate delay and disregard by drivers to the 15 MPH school zone and flashing school zone on Avondale Boulevard. However it is recommended that an adult school

crossing guard continue to be stationed at the future signal to help facilitate crossing of any students. If a signal is not warranted or not installed, it is recommended two crossing guards and additional roll-out signs be utilized at the existing 15 MPH school crossing.

Other recommendations in the study include signing, striping, and school path improvements along with education, enforcement and walking route maps.

Rancho Santa Fe Elementary School, Litchfield School District #79

Rancho Santa Fe Elementary School is located on Rancho Santa Fe Boulevard north of Encanto Boulevard. Study observations show most traffic operations on the school site are operating very efficiently. School crossing guards were also recognized for proper procedures.

The most important recommendation at Rancho Santa Fe Elementary School is to combine the two existing 15 MPH school crossings into one. The existing two school crossings are located on Rancho Santa Fe Boulevard. One is at the northern-most school driveway opposite the east leg of Encanto Boulevard, which is a congested intersection during drop-off and pick-up times. The other is at the west leg of Encanto Boulevard south of the school.
The recommended new location for the school crossing is in front of the main entrance to the school. This will move the 15 MPH school zone to be directly adjacent to the school, and remove the congestion that the school crossing is creating at the northern driveway. Improvements required to relocate the school crossing will also need to include ADA ramps, a concrete waiting area pad, high visibility pavement markings, and a potential median. The school is in support of the recommended changes. However, funding is a challenge.

Rio Vista Elementary School, Pendergast Elementary School District#92

Rio Vista Elementary School is located on the southwest corner of Encanto Boulevard and 103rd Avenue. The school provides cones and portable signs on-site to help facilitate drop-off and pick-up procedures. However, the full length of the drop-off lane is not being utilized, and should be extended farther to the east to maximize the storage length. This will help reduce back-ups onto Encanto Boulevard and congestion at the intersection of Encanto and 103rd Avenue. Also, some parents were observed dropping-off and picking up students in the parking aisle, which should be prohibited.

On Encanto Boulevard and 103rd Avenue, some minor signing and striping changes were recommended to bring school traffic controls up to ADOT standards. The biggest challenge along the Safe Routes to School Walking Map is the area within Maricopa County on the north side of Encanto Boulevard that does not have a sidewalk. City staff has contacted the County to pursue the recommended pedestrian safety improvements.

Implementation Strategies:

For all four schools, education and encouragement programs were recommended to increase awareness of traffic safety issues and teach students about pedestrian and bicycle safety. Increased enforcement from the police department was also recommended. In meetings with all school representatives, they stated they do what they can to ask parents to park properly and use safe drop-off behaviors, but increased police enforcement would help tremendously.

School Crossing Agreements will be pursued with each school for the operation of the 15 MPH School Crossings according to ADOT Guidelines and requirements. Contact will also be made with the schools to discuss timing and responsibilities of the improvements. In general, changes needed to the roadways will be the responsibility of the City, while changes on the school sites will be the responsibilities of the school districts. Staff will schedule signing and pavement marking improvements this summer. For larger and long-term projects that involve new sidewalks, ADA ramps, raised crosswalk and medians, partnering opportunities for funding will be investigated.

BUDGETARY IMPACT:

The contract fee was a lump sum of $38,716.00. It was funded out of the Traffic Engineering Professional Services program fund for Traffic Studies/Safety Issues, line item number 201-5925-00-6180.

RECOMENDATION:

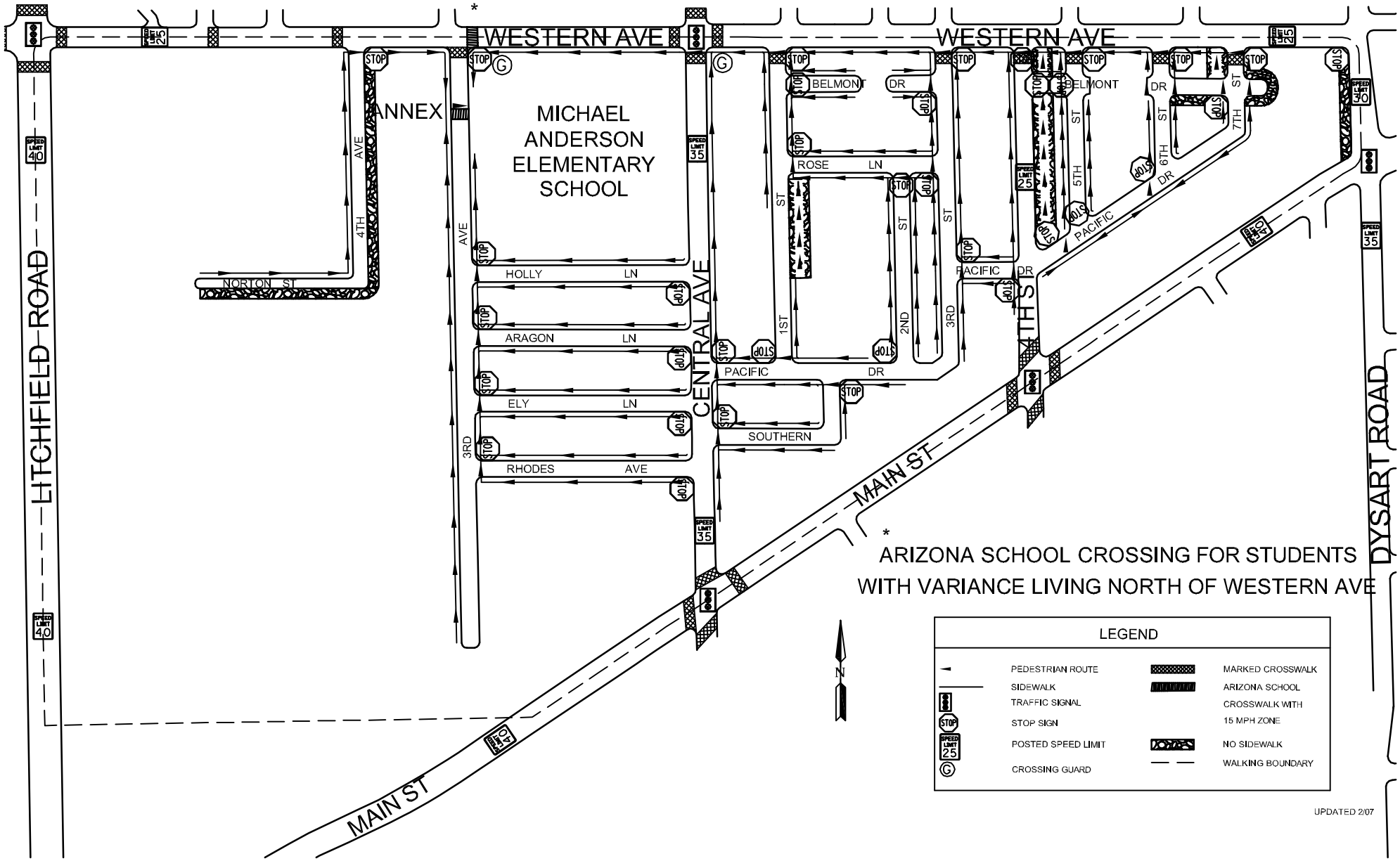
For information and discussion purposes only, no action required.

ATTACHMENTS:

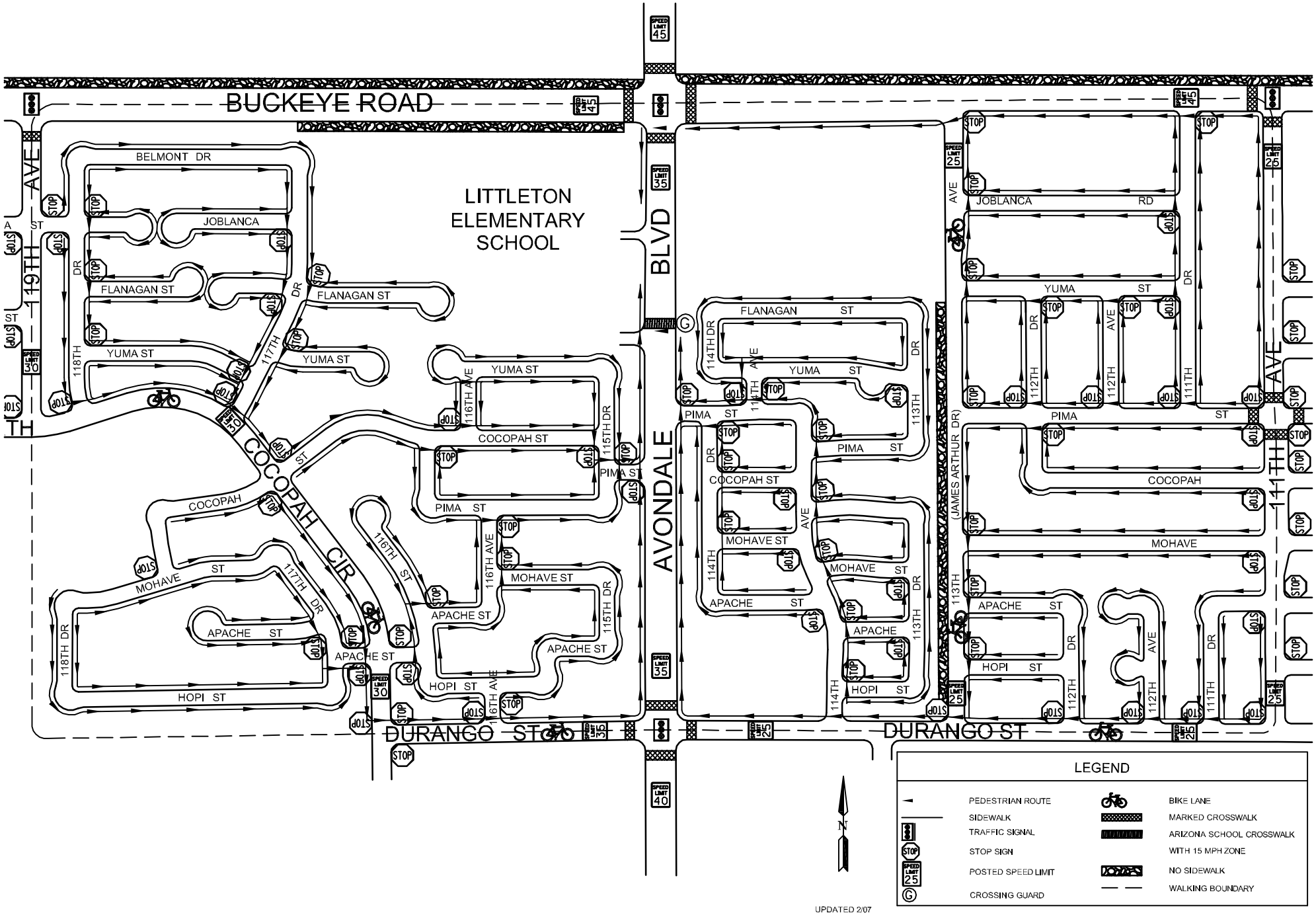
Click to download

- Michael Anderson - SRTS Waling Map
- Littleton Elementary - SRTS Walking Map
- Rancho Santa Fe - SRTS Walking Map
- Rio Vista - SRTS Walking Map

MICHAEL ANDERSON ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL MAP

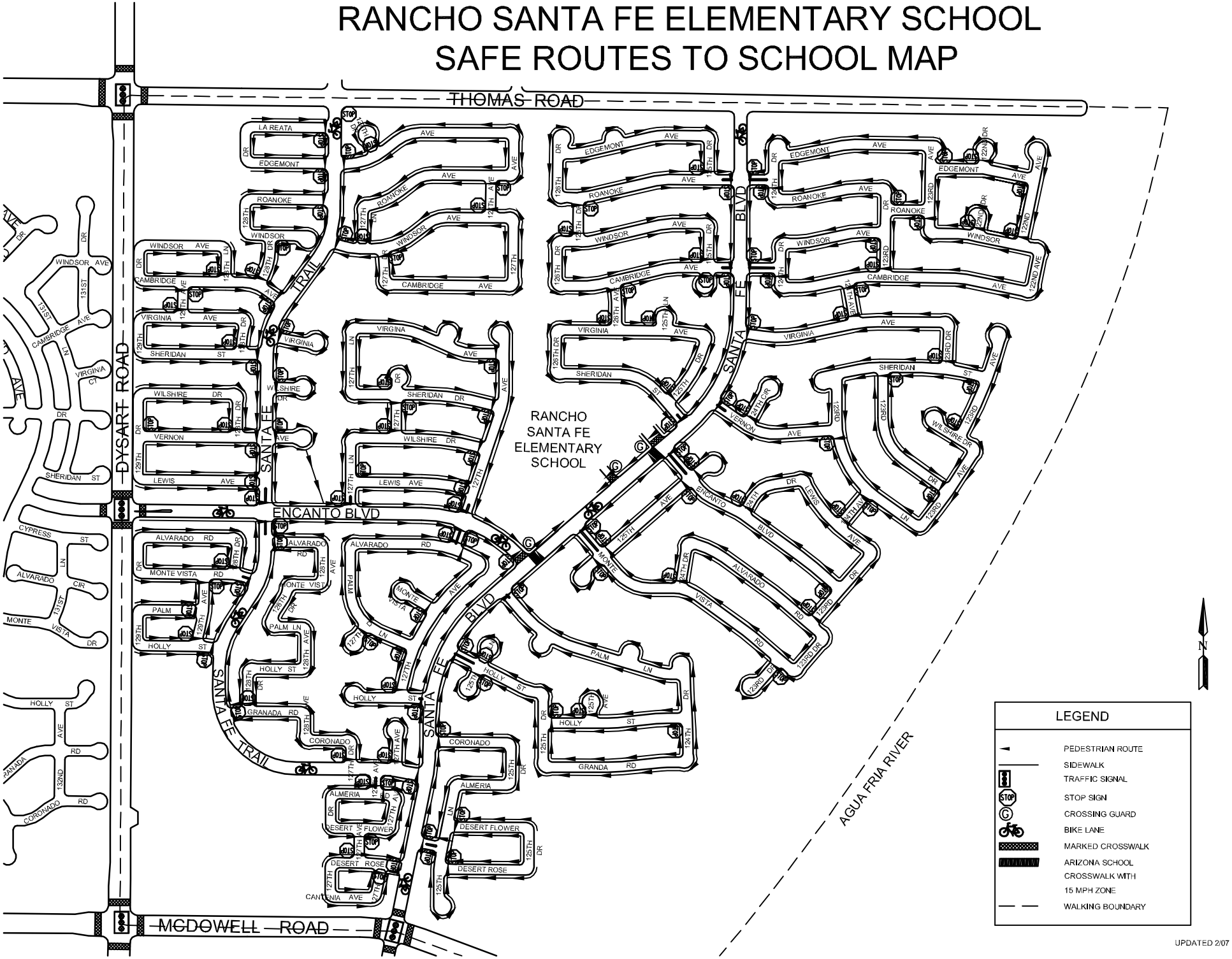


LITTLETON ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL MAP



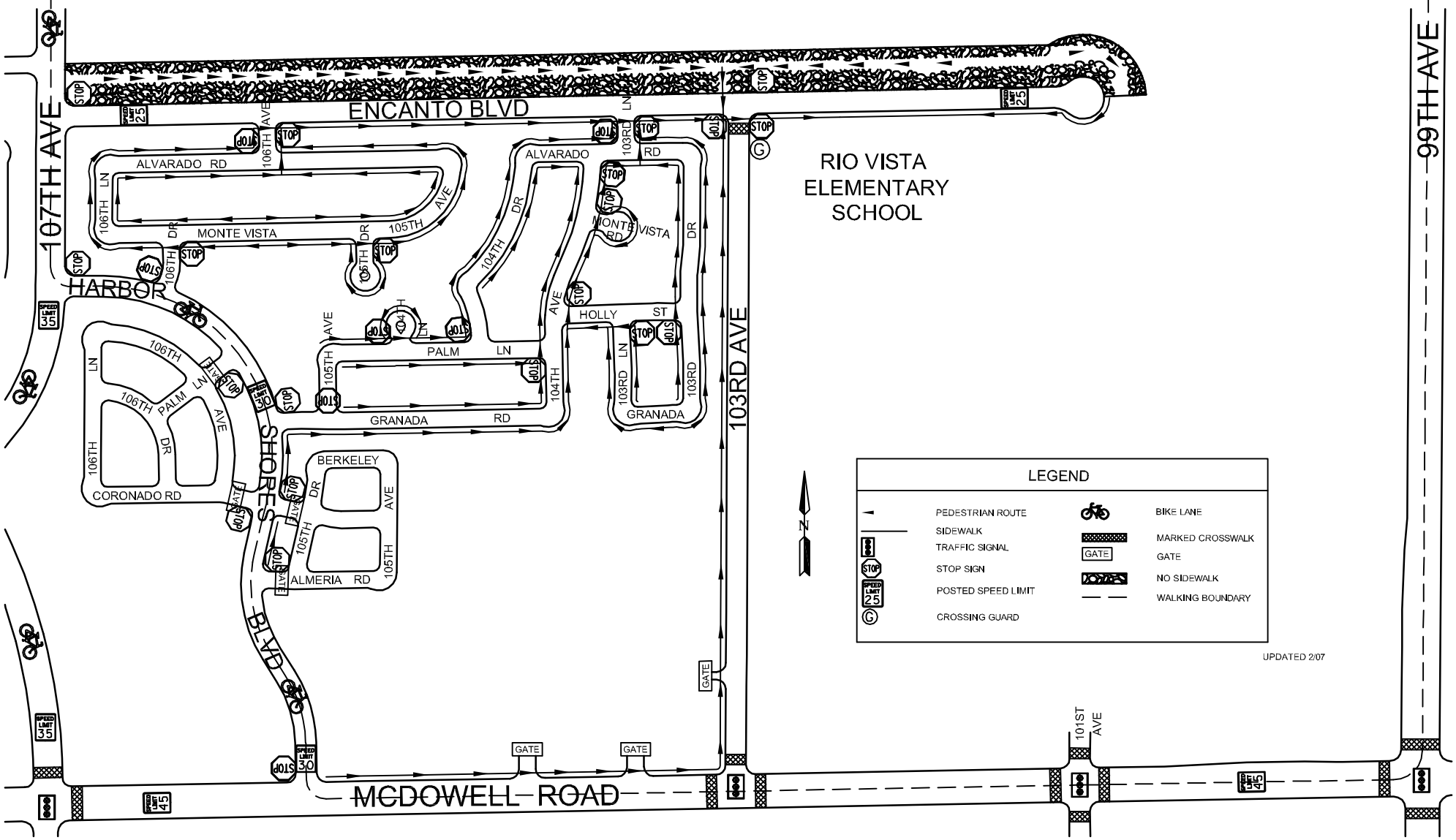
UPDATED 2/07

RANCHO SANTA FE ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL MAP



UPDATED 2/07

RIO VISTA ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL MAP



CITY COUNCIL AGENDA

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

REGULAR MEETING
July 16, 2007
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES
a. Regular Meeting of July 2, 2007

b. CLAIMS FOR JUNE 2007
Claims for June 2007

c. APPOINTMENTS TO THE CIP COMMITTEE, LIBRARY ADVISORY BOARD, PARKS AND RECREATION ADVISORY BOARD, PLANNING COMMISSION, SOCIAL SERVICES ADVISORY BOARD, AND THE MUNICIPAL ARTS COMMISSION
City Staff is requesting that the City Council approve the recommended appointments to the CIP Committee, Library Advisory Board, Parks and Recreation Advisory Board, Planning Commission, Social Services Advisory Board, and the Municipal Arts Commission. The Council will take appropriate action.

d. LIQUOR LICENSE - FOOD CITY
The City Council will consider a request by Mr. Michael Basha, for a Series 9 Off-Sale Retailer's license to sell all spirituous liquors at Food City #83, 323 East Main Street. The Council will take appropriate action.

e. LIQUOR LICENSE - RAUL & THERESA'S RESTAURANT
The City Council will consider a request by Mr. Michael Chayrez for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Raul & Theresa's Restaurant, 519 West Main Street. The Council will take appropriate action.

f. AAA CONTRACT
Staff is requesting that the City Council approve a contractual agreement with the Area Agency on Aging, Region I, Inc., (AAA) to continue the Congregate Meals, Home Delivered Meals, and Multipurpose Center Operations Programs for FY 2007 – 2008 in the amount of $143,189 and authorize the Mayor or City Manager and City Clerk to execute the related contract documents. The Council will take appropriate action.

g. **AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ORIDIAN CONSTRUCTION SERVICES FOR THE NORTHEAST BOOSTER STATION, PHASE II**
City Staff is requesting City Council approval of Amendment No. 2 to the professional services agreement with Oridian Construction, LLC for engineering and construction management services associated with the Northeast Booster Station in the amount of $30,440. The Council will take appropriate action.

h. **SUBRECIPIENT AGREEMENT WITH SAINT MARY'S FOOD BANK ALLIANCE**
City Staff is requesting City Council approval of a contract with Saint Mary's Food Bank Alliance in the amount of $27,266 to provide food distribution services to low-income and special needs persons. The Council will take appropriate action.

i. **SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF AVONDALE AND THE WEST VALLEY CHILD CRISIS CENTER INC.**
City Staff is requesting City Council approval of a contract with the West Valley Child Crisis Center Inc. in the amount of $8,000 to provide health care to abused children. The Council will take appropriate action.

j. **RESOLUTION 2662-707 - TRANSPORTATION ENHANCEMENT FUNDS GRANT APPLICATION FOR I-10 BEAUTIFICATION PROJECT**
The City Council will consider a Resolution Authorizing the City Manager's Office to submit a Transportation Enhancement Funds Grant application for I-10 Beautification Project.

k. **RESOLUTION 2663-707 - STAG – EPA CONTINUATION GRANT FOR THE WATER RECLAMATION FACILITY**
Staff is requesting adoption of a resolution authorizing the City Manager to enter into an agreement with the EPA for the purpose of accepting continuation grant funding in the amount of $1,433,600 with a City match of $1,172,945.

l. **ORDINANCE 1263-707 - RIGHT-OF-WAY DEDICATION - BCC DEVELOPMENT - CORPORATE DRIVE WEST OF 107TH AVENUE**
The Council will consider an ordinance accepting the dedication of a portion of right-of-way on Corporate Drive located between 107th Avenue and 111th Avenue. The Council will take appropriate action.

4 PUBLIC HEARING - CONDITIONAL USE PERMIT FOR MASSAGE THERAPY (CU-07-7)

The Council will hold a public hearing and will consider a Conditional Use Permit for Massage Therapy in the PAD Zoning District, 2,600 square foot tenant space located on the southwest corner of 99th and McDowell Road. The Council will take appropriate action.

5 PUBLIC HEARING - CONDITIONAL USE PERMIT FOR ESTRELLA RECEPTION CENTER EXPANSION (CU-07-6)

The Council will hold a public hearing and will consider a Conditional Use Permit for Estrella Reception Center in the C-2 (Community Commercial) Zoning District, a 9,000 square foot facility expansion located north of Van Buren Street on the east side of Eliseo C. Felix Jr. Way. The Council will take appropriate action.

6 PRELIMINARY PLAT FOR FLEMING FARMS (PP-06-1)

The Counicl will consider a request for preliminary plat approval for Flemming Farms located at the southwest corner of Lower Buckeye Road and Avondale Blvd. The Council will take appropriate action.

7 DISCUSSION ITEMS

Council will discuss items listed below and possibly give direction to city staff to research and prepare item for future meeting.

a. **Appointment of Vice Mayor position - Vice Mayor Wolf**

8 ADJOURNMENT

Respectfully submitted,

Linda M Farris

Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.

CITY COUNCIL REPORT

SUBJECT:
Approval of Minutes

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Carmen Martinez

THROUGH: Charlie McClendon, City Manager

PURPOSE:

a. Regular Meeting of July 2, 2007

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
CLAIMS FOR JUNE 2007

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Appointments to the CIP Committee, Library Advisory Board, Parks and Recreation Advisory Board, Planning Commission, Social Services Advisory Board, and the Municipal Arts Commission

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this report is to request that the City Council approve the recommended appointments to the CIP Committee, Library Advisory Board, Parks and Recreation Advisory Board, Planning Commission, Social Services Adivosry Board, and the Municipal Arts Commission.

BACKGROUND:

On June 28, 2007 a Council sub-committee, consisting of Council Member Lynch and Council Member Frank Scott interviewed several citizens interested in serving on theCIP Committee, Library Advisory Board, Parks and Recreation Advisory Board, Planning Commission, Social Services Adivosry Board, and the Municipal Arts Commission.

DISCUSSION:

Based upon the interview process, the subcommittee is recommending the following appointments:

CIP Zone 3

Al Lageschulte	Alternate	

Library Advisory Board

Debra Wilt	Regular	12/31/10
Judi Adams	Regular	12/31/10

Social Services Advisory Board

Kevin Berry	Regular	12/31/10
Aleksandra Niemyjska	Regular	12/31/10
Walter Spencer IV	Regular	12/31/10

Parks and Recreation Advisory Board

Walter Spencer IV	Regular	12/31/10

Planning Commission

Page Hannah	Alternate

Arts Commission

Page Hannah Regular 12/31/10

There will still be vacancies on some Boards, Committees and Commissions and staff will continue to recruit for those positions.

RECOMENDATION:

City Staff is recommending Council approve the recommendations of the Council Subcommittee as outlined above.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Food City

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request by Mr. Michael Basha, for a Series 9 Off-Sale Retailer's license to sell all spirituous liquors at Food City #83, 323 East Main Street, Avondale.

DISCUSSION:

The City Clerk's Office has received an application for a Series 9 Off-Sale Retailer's license to sell all spirituous liquors from Mr. Michael Basha, Food City #83, 323 East Main Street, Avondale, Arizona.

Currently this store operates with a Series 10 Off-Sale Retailer's license to sell beer and wine. This is a new Series 9 that has been obtained through a lottery and must be activated or it will be lost. The required fee of $760.00 has been paid.

As required by state law and city ordinance, the application was posted from June 11, 2007 through June 30, 2007 and a notice was published in the West Valley View on June 29, 2007 and July 9, 2007. No comments were received.

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

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

RECOMENDATION:

Staff recommends that the City Council approve this request by Michael Basha, Food City #83, 323 East Main Street, Avondale for a Series 9 Off-Sale Retailer's license to sell all spirituous liquors.

ATTACHMENTS:

Click to download

- Application
- Comments
- Vicinity Map
- Posting photos

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR LIQUOR LICENSE

2007 JUN -7 A 9:36

LIQ. DEPT. TUCSON

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:

- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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 #: 09074600

1. Type of License: 09 2. Total fees attached: Department Use Only $ 158

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

P1026775

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Ms. BASHA (Last) MICHAEL (First) JOSEPH (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: BASHAS' INC. B1000077
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Food City #83 B10186326
(Exactly as it appears on the exterior of premises)
4. Business Address: 325 E. Main St Avondale Maricopa 85323
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (480) 940-6731 Residence Phone: ( ) unlisted
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: P.O. BOX 50000 Phx AZ 85076
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $_____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: Zdaya Date: 6/7/07 Lic. # 09074600

Fees:					$
100				58	158
Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 05/2004 *Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

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

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LIQ. DEPT. TUCSON

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

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB
(Print full name)
MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X _____
(Signature)

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

_____ day of _____ , _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

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

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐	☐						
☐	☐						
☐	☐						
☐	☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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	Residence Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

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

☐ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: BASHAS' INC
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 7/22/53 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No: 0044605-4 Date authorized to do business in AZ: 7/22/53
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____
6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
See attached					

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
See attached					

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 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 If tax exempt, give IRS tax exempt number: _____
3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

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LIQ. DEPT. TUCSON

BASHAS' INC. OFFICERS

TITLE	NAME	ADDRESS	CITY-STATE-ZIP
PRESIDENT CHIEF OPERATING OFFICER	MIKE PROULX	110 Vultee Rd.	SEDONA, AZ 86341
SR VICE PRESIDENT WAREHOUSING/DISTRIBUTION	MICHAEL J. BASHA	14815 E. 14TH PLACE	PHOENIX, AZ 85048

STOCKHOLDERS

STOCKHOLDERS	ADDRESS	CITY/STATE/ZIP	% OF OWNERSHIP
EDWARD N. BASHA, JR.			48
KAREN RISHWAIN			15
CONSTANCE VITALE			12

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

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

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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. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

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).

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. Current Business Address: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____ Last Renewal Date: _____

6. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER,
(Print full name)
PARTNER, STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X _____
(Signature of CURRENT LICENSEE)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

1. Current Business: (Exactly as it appears on license) Name _____ 2007 JUN -7 A 9:36
   Address _____
2. New Business: (Do not use PO Box Number) Name _____ LIQ DEPT TUCSON
   Address _____
3. License Type: _____ License Number: _____ Last Renewal Date: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: .5 mi ft. (Regardless of distance) Name of school: AVONDALE Elementary
   Address 235 W Western Ave Avondale AZ 85323
2. Distance to nearest church: .15 mi ft. (Regardless of distance) Name of church: AVONDALE Christian Assembly
   Address 531 E. Main Avondale AZ 85323
3. I am the: ☒ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name Concha C Garcia
   Address 608 S. 2nd St AVONDALE, AZ 85323

4a. Monthly rental/lease rate $ 2916.67 What is the remaining length of the lease? 10 yrs. _____ mos.

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

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ 0

Does any one creditor represent more than 10% of that sum? ☐ YES ☒ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) Retail Grocery
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 # 10073316 (Exactly as it appears on license) Name Food City/Bashas Inc

Series 9 will no longer be in use.

Michael Basha
Bashas Inc Agent

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☐ YES ☐ NO If yes, give licensee's name:

   _____ and license #: _____
   Last First Middle

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

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3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.

4. Do you understand that **40% of your gross revenue** must be from food sales? ☐ YES ☐ NO

DEPT. TUCSON

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

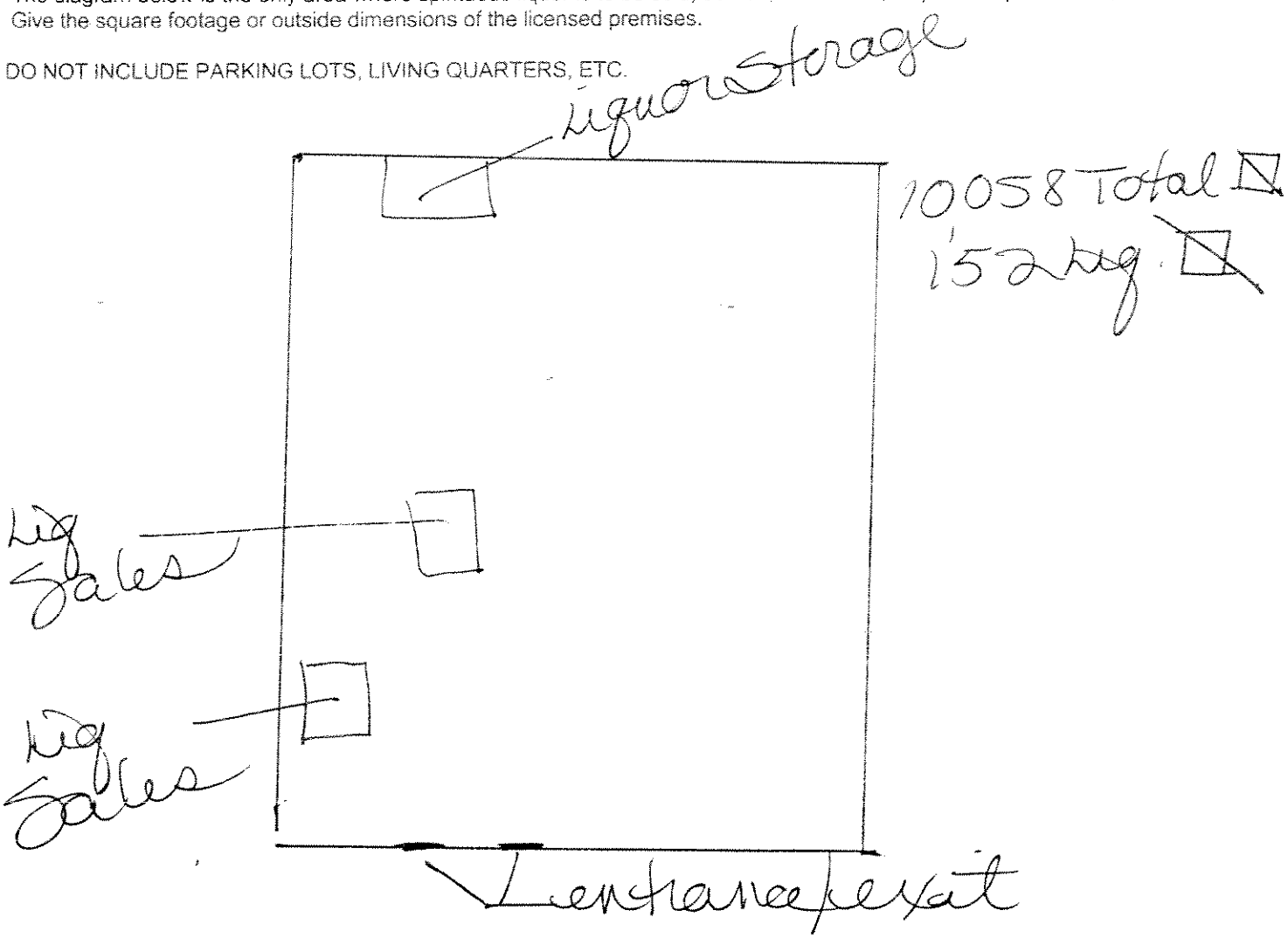
1. Check **ALL** boxes that apply to your licensed premises:

   ☑ Entrances/Exits ☑ Liquor storage areas
   ☑ Drive-in windows ☑ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date_____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

SECTION 16 **Geographical Data:** **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.**

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

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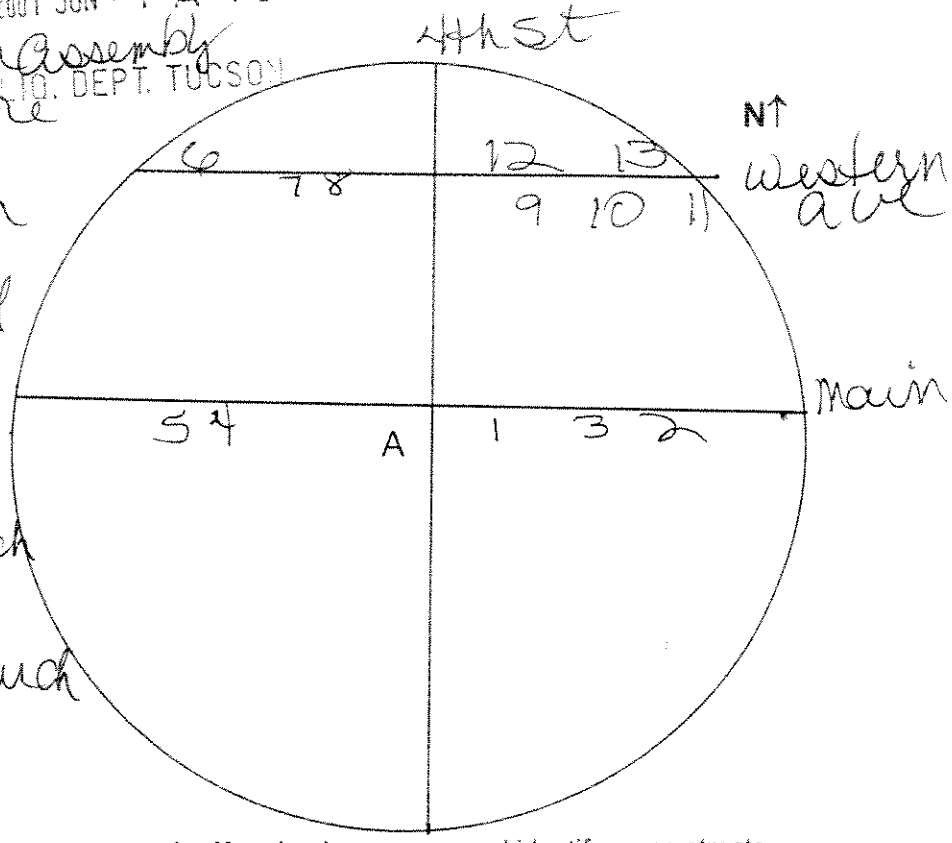
LIQ. DEPT. TUCSON

1. Avondale Christian Assembly
2. Mini Mart Food Store
3. Mobil Mini Mart
4. Temple Faith Church
5. Circle K
6. Avondale Elem. School
7. Avondale Liq
8. Ye Olde White House Rest
9. Jacks Cocktails
10. Truth Tabernacle Church
11. Bug Out Cafe
12. Cafe Zamora
13. Grace Baptist Church
14. _____
15. _____

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

I, MICHAEL JOSEPH BASTA declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
(10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X _____ (Signature)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 13th day of March 2007
(Day) (Month) (Year)

My commission expires on: _____

OFFICIAL SEAL
MARILYN CHAPMAN
NOTARY PUBLIC – ARIZONA
MARICOPA COUNTY
My Comm. Expires June 24, 2008

Marilyn Chapman
(Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

P1036201 98

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.

2001 JUN - 1 A 9: 3

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.

LIQ. DEPT. TUCSON

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # 07074050 ~~1607 3316~~ MC
(If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box → ☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☒ Manager(Only) (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: MENDOZA (Last) ALFRED (First) L (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

3. Social Security Number: (This Will Not Become a Part of Public Records) Drivers License ____ State: AZ

4. Place of Birth: MESA (City) AZ (State) USA (Country (not county)) Height: 6'0" Weight: 280 Eyes: BRN Hair: BLK

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone

6. Name of Current or Most Recent Spouse: MENDOZA (Last) MARY (First) C (Middle) SOTO (Maiden) Date of Birth
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency 10/18/57

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

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card. 480940673

10. Name of Licensed Premises: Food City #83 Premises Phone: (623) 425-1725

11. Licensed Premises Address: 325 E. Main ST. (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (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 (Give street address, city, state & zip)
7/73	CURRENT	VICE PRESIDENT	BASHAS' INC
			200 S. 56th St.
			Chandler AZ 85226

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	RESIDENCE Street Address (If rented, attach additional sheet giving name, address and phone number of landlord)	City	State	Zip
3/94	CURRENT					

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

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. 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

See attached

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. 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

See attached

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☒YES ☐NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☒ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☒ NO If "yes", attach a copy of such agreement

24. I, ALFRED L. MENDOZA, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X Alfred L Mendoza
(Signature of Applicant)

State of Ariz County of Maricopa
The foregoing instrument was acknowledged before me this 13th day of March, 2007
Day Month Year

OFFICIAL SEAL
MARILYN CHAPMAN
NOTARY PUBLIC – ARIZONA
MARICOPA COUNTY
My Comm. Expires June 24, 2008

My commission expires on: _____
Day Month Year

Marilyn Chapman
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (**Print** Licensee/Agent's Name): MICHAEL JOSEPH BASHA
Hereby authorize the applicant to act as manager for the named liquor license.

State of Ariz County of Maricopa
The foregoing instrument was acknowledged before me this 13th day of March 2007
Day Month Year

X _____
(Signature of LICENSEE/AGENT)

My commission expires on: _____
Day Month Year

Marilyn Chapman
(Signature of NOTARY PUBLIC)

OFFICIAL SEAL
MARILYN CHAPMAN
NOTARY PUBLIC – ARIZONA
MARICOPA COUNTY
My Comm. Expires June 24, 2008

2001 JUN -7 A 9:36

LIQ. DEPT. TUCSON

Arizona Department of Liquor License and Control
800 W. Washington - 5th Floor
Phoenix, Arizona 85007

Dear License Technician:

This communication is in answer to Questionnaire #18 for each Officer of Bashas' Inc. Listed below are violations Bashas' has received for the last two years at various locations. Violations prior to 1998 are on file at Bashas' Distribution Center, 200 S. 56th Street, Chandler, AZ 85226.

DATE	*LICENSE #*	*STORE LOCATION*	*VIOLATION*
February 5, 1997	09070029	Bashas' #5 3131 E. Indian School Rd, Phoenix, AZ	Sale to Minor
December 10, 1998	09110004	Bashas' #4 300 N. Florence, Casa Grande, AZ	Sale to Minor
December 17, 1998	09120003	Mercado #60 450 Grand Court Plaza Dr. Nogales, AZ	Sale to Minor
December 17, 1999	09071013	Bashas' #43. Fountain Hills, AZ	Sale to Minor
December 21, 1999	09070759	Bashas' #47 Fountain Hills, AZ	Sale to Minor
August 2, 2000	09070254	Bashas' #84 Gilbert, AZ	Sale to Minor

For Bashas'

Michael J. Basha
Agent

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY. DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

AL Mendoza
Individual Name (Print)

Individual Signature

9/22/05
Date Training Completed

TYPE OF TRAINING COMPLETED

- ☐ BASIC
- ☐ ON SALE
- ☐ MANAGEMENT
- ☒ OFF SALE
- ☒ BOTH
- ☐ OTHER _____

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
Mike Basha	Bashas'	

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Bashas' Training and Learning Center
Company or Individual Name

2626 S. 7th Street
Address

City	State	Zip	Phone
Phoenix	Arizona	85034	602-594-1318

I Certify the above named individual has successfully completed the specified program(s).

Michael Stangl
Trainer Name (Print)

Trainer Signature

9/22/05
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.
The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) **WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS**.
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

Disabled individuals requiring special accommodations please call (602) 542-9051

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

P1001235

QUESTIONNAIRE

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

2007 JUN -7 A 9:36

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.

LIQ. DEPT. TUCSON

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

0516740000

Liquor License # ~~10073396~~ MC
(If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. **Check appropriate box** → ☐ Owner ☐ Partner ☒ Stockholder ☐ Member ☐ Officer ☐ Agent ☐ Other _____ **(Complete Questions 1-20 & 24)** **Licensee or Agent must complete # 25 for a Manager**
   ☐ **Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25**

2. Name: Rishwain (Last) Karen (First) Sylvia (Middle) Date of Birth: **(This Will Not Become a Part of Public Records)**

3. Social Security Number _____ Drivers License #: _____ State: CA
(This Will Not Become a Part of Public Records)

4. Place of Birth: Mesa (City) AZ (State) USA (Country (not county)) Height: 5'4" Weight: 145 Eyes: BLU Hair: BRN

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (_____) unlisted

6. Name of Current or Most Recent Spouse: Rishwain (Last) Robert (First) _____ (Middle) _____ (Maiden) Date of Birt
(List all for last 5 years - Use additional sheet if necessary)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 4809406731

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

10. Name of Licensed Premises: Food City #83 Premises Phone: (~~623~~) ~~935~~-1725

11. Licensed Premises Address: 325 E Main St. (Street Address) Avondale (City) Maricopa (County) 85323 (Zip)
(Do not use PO Box #)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
7/75	CURRENT	President	RJR Development Inc. 2800 W. March Lane, Suite 360
			Stockton, CA 95219

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
12/78	CURRENT	Ow				

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

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. 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

See attached

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. 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

See attached

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Karen Sylvia Rishwain, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

x Karen S Rishwain
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
13th day of March, 2007
Day Month Year

OFFICIAL SEAL
MARILYN CHAPMAN
NOTARY PUBLIC – ARIZONA
MARICOPA COUNTY
My Comm. Expires Jan 24, 2008

Marilyn Chapman
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name):_____
Hereby authorize the applicant to act as manager for the named liquor license.

State of_____ County of_____
The foregoing instrument was acknowledged before me this

x _____ _____ day of _____ _____
(Signature of LICENSEE/AGENT) Day Month Year

My commission expires on: _____ _____
Day Month Year (Signature of NOTARY PUBLIC)

2001 JUN -7 A 9:36

LIQ. DEPT. TUCSON

Arizona Department of Liquor License and Control
800 W. Washington - 5th Floor
Phoenix, Arizona 85007

Dear License Technician:

This communication is in answer to Questionnaire #18 for each Officer of Bashas' Inc. Listed below are violations Bashas' has received for the last two years at various locations. Violations prior to 1998 are on file at Bashas' Distribution Center, 200 S. 56th Street, Chandler, AZ 85226.

DATE	*LICENSE #*	*STORE LOCATION*	*VIOLATION*
February 5, 1997	09070029	Bashas' #5 3131 E. Indian School Rd, Phoenix, AZ	Sale to Minor
December 10, 1998	09110004	Bashas' #4 300 N. Florence, Casa Grande, AZ	Sale to Minor
December 17, 1998	09120003	Mercado #60 450 Grand Court Plaza Dr. Nogales, AZ	Sale to Minor
December 17, 1999	09071013	Bashas' #43 Fountain Hills, AZ	Sale to Minor
December 21, 1999	09070759	Bashas' #47 Fountain Hills, AZ	Sale to Minor
August 2, 2000	09070254	Bashas' #84 Gilbert, AZ	Sale to Minor

For Bashas'

Michael J. Basha
Agent

F Malone
4/15/05

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

P/05 1270

QUESTIONNAIRE

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

2005 JUN 24 A 9:30
DEPT TUCSON

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 OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # 09077400
~~1007 3316~~ MC
(If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box → ☐ Owner ☐ Partner ☒ Stockholder ☐ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: BASHA, JR. Edward NAJEEB (Last / First / Middle) Date of Birth (This Will Not ... Records)

3. Social Security Num Drivers Licens (ecords) State: AZ

4. Place of Birth: MESA (City) AZ (State) USA (Country (not county)) Height: 5'9" Weight: 220 Eyes: BRN Hair: BLN

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (____) unlisted

6. Name of Current or Most Recent Spouse: BASHA NADINE MATHIS (Last / First / Middle / Maiden) Date of Bir
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 8/24/37

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

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card. 486 9 406731

10. Name of Licensed Premises: Food City #83 Premises Phone: (623) 925-1925

11. Licensed Premises Address: 325 E. Main St (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (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 (Give street address, city, state & zip)
6/1978	CURRENT	COB/CEO	BASHAS INC 22402 S. Basha Rd Chandler AZ 85248

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
8/1974	CURRENT					

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

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** 1961-1962 wild game violation NO action taken ☒YES ☐NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. 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? See attached ☒YES ☐NO

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. 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? See attached ☒YES ☐NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Edward NAJEEB BASHA JR., hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X _____
(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
13th day of March 2007
Day Month Year

OFFICIAL SEAL
MARILYN CHAPMAN
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires June 24, 2008

My commission expires on: _____
Day Month Year

Marilyn Chapman
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

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

X _____ _____ day of _____ _____
(Signature of LICENSEE/AGENT) Day Month Year

My commission expires on: _____ _____
Day Month Year (Signature of NOTARY PUBLIC)

2007 JUN -7 A 9:36

LIQ. DEPT. TUCSON

Arizona Department of Liquor License and Control
800 W. Washington - 5th Floor
Phoenix, Arizona 85007

Dear License Technician:

This communication is in answer to Questionnaire #18 for each Officer of Bashas' Inc. Listed below are violations Bashas' has received for the last two years at various locations. Violations prior to 1998 are on file at Bashas' Distribution Center, 200 S. 56th Street, Chandler, AZ 85226.

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December 17, 1998	09120003	Mercado #60 450 Grand Court Plaza Dr. Nogales, AZ	Sale to Minor
December 17, 1999	09071013	Bashas' #43 Fountain Hills, AZ	Sale to Minor
December 21, 1999	09070759	Bashas' #47 Fountain Hills, AZ	Sale to Minor
August 2, 2000	09070254	Bashas' #84 Gilbert, AZ	Sale to Minor

For Bashas'

Michael J. Basha
Agent

FP Done 6/06

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

P1033773

QUESTIONNAIRE

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

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

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # ~~1007336~~ 09074000
(If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box → ☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☒ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Prouty (Last) MICHAEL (First) JOHN (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

3. Social Security Numbe[illegible] [illegible]ers License # State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: Stillwater (City) MN (State) USA (Country) (not county) Height: 5'10" Weight: 190 Eyes: brn Hair: gray/blk

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (____) unlisted

6. Name of Current or Most Recent Spouse: Prouty (Last) GERMAINE (First) Peters (Maiden) Date of B[illegible]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1961

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

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card. 480946731

10. Name of Licensed Premises: Food City #83 Premises Phone: (~~623~~) ~~925~~-1725

11. Licensed Premises Address: 325 E. Main St (Street Address) Avondale (City) Maricopa (County) 85323 (Zip)
(Do not use PO Box #)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
7/66	CURRENT	Pres C.O.O.	BASHAS' INC
			22402 S. BASHA Rd
			Chandler, AZ 85248

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1/91	CURRENT					

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

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. 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

See attached

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. 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

See attached

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

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Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

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22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Michael John Prately, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X _____
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
13th day of March, 2007
Day Month Year

Marilyn Chapman
(Signature of NOTARY PUBLIC)

OFFICIAL SEAL
MARILYN CHAPMAN
NOTARY PUBLIC – ARIZONA
MARICOPA COUNTY
My Comm. Expires June 24, 2008

My commission expires on: _____
Day Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

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

X _____ _____ day of _____ _____
(Signature of LICENSEE/AGENT) Day Month Year

My commission expires on: _____ _____
Day Month Year (Signature of NOTARY PUBLIC)

2001 JUN -7 A 9:36

LIQ. DEPT. TUCSON

Arizona Department of Liquor License and Control
800 W. Washington - 5th Floor
Phoenix, Arizona 85007

Dear License Technician:

This communication is in answer to Questionnaire #18 for each Officer of Bashas' Inc. Listed below are violations Bashas' has received for the last two years at various locations. Violations prior to 1998 are on file at Bashas' Distribution Center, 200 S. 56th Street, Chandler, AZ 85226.

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December 17, 1999	09071013	Bashas' #43 Fountain Hills, AZ	Sale to Minor
December 21, 1999	09070759	Bashas' #47 Fountain Hills, AZ	Sale to Minor
August 2, 2000	09070254	Bashas' #84 Gilbert, AZ	Sale to Minor

For Bashas'

Michael J. Basha
Agent

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

P1026775

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.

2001 JUN -7 A 9:35

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.

DEPT. TUCSON

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # 09074000 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box → ☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☐ Officer ☒ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: BASHA (Last) Michael (First) JOSEPH (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License [redacted]ords) State: AZ

4. Place of Birth: PHOENIX (City) AZ (State) USA (Country (not county)) Height: 5'7" Weight: 155 Eyes: BRN Hair: BRN

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (unlisted

6. Name of Current or Most Recent Spouse: BASHA (Last) MICHELLE (First) MARIE (Middle) MACE (Maiden) Date of Birth:
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 4/26/66

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

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card. 4809406731

10. Name of Licensed Premises: Food City # 83 Premises Phone: (623) 925 6951

11. Licensed Premises Address: 325 E. Main St (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (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 (Give street address, city, state & zip)
6/83	CURRENT	VP Logistics	Bashas' Inc.
			200 S. 56th Street
			Chandler, AZ 85226

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1/07	CURRENT	OWN				
7/95		OWN				

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

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. 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

See attached

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. 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

See attached

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, MICHAEL JOSEPH BASHA, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X _____
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
14th day of March, 2007
Day Month Year

Marilyn Chapman
(Signature of NOTARY PUBLIC)

OFFICIAL SEAL
MARILYN CHAPMAN
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires June 24, 2008

My commission expires on: _____
Day Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (**Print** Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

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

X _____ _____ day of _____ _____
(Signature of LICENSEE/AGENT) Day Month Year

My commission expires on: _____ _____
Day Month Year (Signature of NOTARY PUBLIC)

2001 JUN -7 A 9:35

LIQ. DEPT. TUCSON

Arizona Department of Liquor License and Control
800 W. Washington - 5th Floor
Phoenix, Arizona 85007

Dear License Technician:

This communication is in answer to Questionnaire #18 for each Officer of Bashas' Inc. Listed below are violations Bashas' has received for the last two years at various locations. Violations prior to 1998 are on file at Bashas' Distribution Center, 200 S. 56th Street, Chandler, AZ 85226.

DATE	*LICENSE #*	*STORE LOCATION*	*VIOLATION*
February 5, 1997	09070029	Bashas' #5 3131 E. Indian School Rd, Phoenix, AZ	Sale to Minor
December 10, 1998	09110004	Bashas' #4 300 N. Florence, Casa Grande, AZ	Sale to Minor
December 17, 1998	09120003	Mercado #60 450 Grand Court Plaza Dr. Nogales, AZ	Sale to Minor
December 17, 1999	09071013	Bashas' #43 Fountain Hills, AZ	Sale to Minor
December 21, 1999	09070759	Bashas' #47 Fountain Hills, AZ	Sale to Minor
August 2, 2000	09070254	Bashas' #84 Gilbert, AZ	Sale to Minor

For Bashas'

Michael J. Basha
Agent

BASHAS' LIQUOR LICENSES
7/19/2006

[illegible]	[illegible]	[illegible]
1	6085 W. Chandler Blvd. Chandler, AZ 85226	9070002
2	339 E. Brown Road, Mesa, AZ 85201	9070044
3	3320 N. 7th Ave., Phoenix, AZ 85013	9070053
FC 4	300 N. Florence, Case Grande, AZ 85222	9110051
5	3131 E. Indian School Rd., Phoenix, AZ 85016	9070029
6	1625 E. Glendale Ave., Phoenix, AZ 85020	9070122
7	8035 E. Indian School Rd., Scottsdale, AZ 85251	9070033
FC 10	1342 E. Main St., Mesa, AZ 85201	9070032
11	4855 E. Warner Rd., Phoenix, AZ 85044	9070039
FC 12	2124 E. McDowell Rd., Phoenix, AZ 85006	9070034
13	7405 E. McDowell Rd., Scottsdale, AZ 85257	9070035
14	1954 E. McKellips Rd., Mesa, AZ 85203	9070036
15	10631 N. 32nd St., Phoenix,AZ 85028	9070049
16	8423 E. McDonald Dr., Scottsdale, AZ 85250	9070027
18	2700 S. Woodlands Village Blvd., Flagstaff, AZ 86001	9030045
19	3115 S. McClintock Rd., Tempe, AZ 85282	9070040
FC 20	4335 W. Glendale Ave., Glendale, AZ 85301	9070050
21	1162 E. Florence Blvd., Casa Grande, AZ 85222	9110005
22	10715 E. Apache Trail, Apache Junction, AZ 85220	9070038
23	2806 W. Cactus Rd., Phoenix, AZ 85029	9070001
24	1010 E. Broadway, Needles, CA 92363	237400
FC 25	450 E. Southern Ave., Mesa, AZ 85204	9070045
FC 26	1005 N. Arizona Ave., Chandler, AZ 85225	9070046
28	160 Coffee Pot Dr., Sedona, AZ 86336	9130003
29	1858 W. Baseline Rd., Mesa, AZ 85202	9070047
30	3360 Andy Devine, Kingman, AZ 86401	9080004
32	4727 E. Bell Rd., Suite 39, Phoenix, AZ 85032	9070048
34	18785 S. I-19 Frontage Rd., Green Valley, AZ 85614	9100130
37	1051 E. Highway 279, Cottonwood, AZ 86326	9130004
38	687 S. Lake Powell Blvd., Page, AZ 86040	9030004
39	1500 N. Park Dr., Winslow, AZ 86047	9090004
40	2323 W. Hwy. 70, Thatcher, AZ 85552	9050015
FC 41	1845 N. Scottsdale Rd., Tempe, AZ 85281	9070652
43	10325 E. Riggs Rd., Sun Lakes, AZ 85248	9070691
44	1631 McCullough Blvd., Lake Havasu City, AZ 86403	9080044

2007 JUN -7 A 9:35
LIQ. DEPT TUCSON

BASHAS' LIQUOR LICENSES
7/19/2006

[illegible]	[illegible]	[illegible]
45	3530 E. Southern Ave., Mesa, Az 85204	9070051
46	Power & Chandler Heights, Queen Creek, AZ	9070121
47	16605 E. Palisades, Fountain Hills, AZ 85268	9070759
48	1761 E. Warner Rd., Tempe, AZ 85284	9070052
49	650 W. Finne Flat Rd. Camp Verde, AZ 86322	9130005
50	6720 E. Broadway, Mesa, AZ 85206	9070028
51	1122 N. Higley, Mesa, AZ 85205	9070054
52	634 W. Valencia, Tucson, AZ 85739	9100144
53	650 N. Main, Taylor, AZ 85939	9090005
54	Nec Highway 260 & 87	9040033
55	275 N. Tegner St, Wickenburg, AZ 85358	9070260
56	21064 W. Main Street, Buckeye, AZ 85326	9070666
57	1761 E. Hwy. 69, Prescott, AZ 86301	9130424
FC 58	2250 S. Hwy. 95 #476, Bullhead, AZ 86430	9080003
FC 59	1648 S. 16th St., Phoenix, AZ 85034	9070500
FC 60	450 N. Grand Court Plaza, Nogales, AZ 85621	9120003
[illegible]	[illegible]	[illegible]
AJ'S 64	5017 N. Central Ave., Phoenix, AZ 85012	9070253
65	1020 Arizona Ave., Parker, AZ 85344	9150005
66	36889 Tom Darlington, Carefree, AZ 85377	9070271
67	1000 N. Humphreys Blvd. #112, Flagstaff, AZ 86001	9030017
68	350 W. Apache Trail, Apache Junction, AZ 85220	9110023
69	3923 N. Flowing Wells, Tucson, AZ 85705	9100257
AJ'S 70	10105 E. Via Linda #10, Scottsdale, AZ 85258	9070261
71	6900 E. Sunrise, Tucson, AZ 85750	9100028
72	1919 E. Ray RD., Chandler, AZ 85225	9070043
73	2864 N. Power Rd., Mesa, AZ 85215	9070042
AJ'S 75	23251 N. Pima Rd., Scottsdale, AZ 85255-4315	9070354
76	2840 S. Alma School Rd., Chandler, AZ 85248	9070272
FC 77	2950 S 6th Ave.Tucson 85713	9100087
79	8360 N. Thornydale Rd., Tucson, AZ 85741	9100030
81	6760 W. Deer Valley Rd., Glendale, AZ 85310	9070041
82	5311 S Superstition Mtn. Dr. Gold Canyon, AZ 85219	9110056

2007 JUN -7 A 9:35
LIC. DEPT. TUCSON

BASHAS' LIQUOR LICENSES
7/19/2006

STORE	ADDRESS	LICENSE NUMBER
FC 83	325 E. Main St., Avondale, AZ 85323	10073316
84	4321 E. Baseline Rd, Gilbert, AZ 85234	9070254
85	1920 W. Chandler Blvd., Chandler, AZ 85224	9070478
86	100 S. Houghton Rd., Tucson, AZ 85748	9100081
AJ'S 87	7131 W Ray Rd.Chandler, AZ 85226	9070387
EDDIE'S 88	1763 E. White Mountain Blvd., Pinetop, AZ 85935	9090050
FC 89	12321 W. Grand Ave., El Mirage, AZ 85335	9070259
91	105 Main Street, Bagdad, AZ 86321	9130018
92	172 Plaza, Morenci AZ 85540	9060012
FC 93	1450 N. Dysart Rd., Avondale, AZ 85323	9070700
FC 94	3442 W. Van Buren St., Phoenix, AZ 85009	9070644
FC 95	1940 W. Indian School Rd., Phoenix, AZ 85015	9070415
FC 96	1338-40 E. Apache Boulevard, Tempe, AZ 85281	9070112
97	20745 N. Scottsdale Rd., Scottsdale, AZ 85255	9070128
99	10111 E. Bell Rd, Scottsdale, AZ 85260	9070003
100	3275 N. Swan Rd., Tucson, AZ 85712	9100131
FC 101	1251 E. Southern Ave., Mesa, AZ 85204	9070067
102	20351 N. Lake Pleasant Rd., Peoria, AZ 85382	9070395
FC 103	4239 W. McDowell Rd. #10, Phoenix, AZ 85009	9070651
FC 104	3202 E. Greenway Rd., Phoenix, AZ 85032	9070737
FC 105	3514 W. Glendale Ave., Phoenix, AZ 85051	9070255
FC 106	4344 W. Indian School Rd., Phoenix, AZ 85031	9070731
FC 107	7227 S. Central Ave., Phoenix, AZ 85042	9070269
FC 108	1831 Kiowa Ave., Lake Havasu City, AZ 86403	9080019
109	21044 N. John Wayne Parkway, Maricopa, AZ 85239	9110004
110	1133 N. Ellsworth Rd, Mesa, AZ 85207	9070473
FC 111	85 S. Highway 92, Sierra Vista, AZ 85635	9020058
FC 112	1300 San Antonio Ave., Douglas, AZ 85607	9020032
113	731 E. Union Hills Drive, Phoenix, AZ 85024	9070037
FC 114	1240 W. 8th St., Yuma, AZ 85364	9140038

2007 JUN -7 A 9:35
LIQ. DEPT. TUCSON

BASHAS' LIQUOR LICENSES
7/19/2006

STORE #	ADDRESS	LICENSE NO.
FC 115	1477 E. Apache Trail, Apache Junction, AZ 85222	9110052
116	3200 Maricopa Ave., Lake Havasu, AZ 86406	9080001
[redacted]		
119	1050 E. Pecos Rd., Chandler, AZ 85225	9070266
120	7586 W. Thunderbird Rd., Peoria, AZ 85381	9070030
121	150 N. Main Street, Eagar, AZ 85925	9010024
[redacted]		
123	822 S. Alma School Rd., Mesa, AZ 85210	9070656
FC 124	2600 W. 16th St., Yuma, AZ 85364	9140004
125	13005 N. Oracle Rd., Tucson, AZ 85737	9100153
FC 126	115 E. Dunlap, Phoenix, AZ 85020	9070117
FC 127	23413 S. Main Street, San Luis, AZ 85349	9140042
128	13940 W. Meeker Blvd., Sun City West, AZ 85378	9070060
129	10325 E. Riggs Rd., Sun Lakes, AZ 85248	9071013
130	5115 N. Dysart Rd., Litchfield Park, AZ 85340	9070374
FC 131	6018 S. Central Ave., Phoenix, AZ 85042	9070618
FC 132	2709 W. Van Buren St., Phoenix, AZ 85009	10075024
FC 133	3030 E. 22nd., St., Tucson, AZ 85713	9100225
FC 134	1775 W. Ajo Way, Tucson, AZ 85713	9100215
FC 135	5114 W. McDowell, Phoenix, AZ 85035	9070119
FC 136	1225 W. St. Mary's Rd., Tucson, AZ 85745	9100233
FC 138	2036 E. Thomas Rd., Phoenix, AZ 85016	9070364
Garrett's 139	1740 W. Ajo Way, Tucson, AZ 85713	9100021
FC 140	6544 W. Thomas Rd., Phoenix, AZ 85031	9070372
FC 142	6020 N. 59th Ave., Glendale, AZ 85301	9070404
FC 143	4430 E. McDowell Rd., Phoenix, 85008	9070616
FC 144	5810 W. Peoria Ave., Glendale, AZ 85302	9070113
FC 145	450 S. Country Club Dr., Mesa, 85210	9070401
FC 146	4338 W. Thomas Rd., Phoenix, 85031	9070109
FC 147	1830 E. Irvington, Tucson 85714	9100116
FC 148	3205 E. McDowell Rd. #28, Phoenix 85008	9070632
FC 149	6025 N. 27th Avenue #13, Phoenix 85017	9070631
FC 150	8210 W. Indian School Rd, Phoenix 85033	9070646
FC 151	719 E. Ft. Lowell, Tucson 85719	9100025

2007 JUN -7 A 9:35
LIQ. DEPT TUCSON

BASHAS' LIQUOR LICENSES
7/19/2006

[illegible]	[illegible]	LICENSE NUMBER ACTIVE
FC 152	4727 E. Southern, Phoenix 85040	9070643
FC 153	5011 N. 35th Avenue, Phoenix 85017	9070125
FC 154	9020 W. Thomas Rd., Phoenix 85037	9070647
155	9925 E. Baseline, Mesa 85208	9070705
FC 156	1221 W. Irvington Rd., Tucson 85714	9100032
FC 157	725 W. Baseline Rd., Tempe 85283	9070132
158	5521 N. 7th Street, Phoenix 85014	9070660
[illegible]	[illegible]	[illegible]
160	2000 W. River Road, Tucson, AZ 85704	9100088
161	4040 S. Gilbert Rd, Chandler, AZ 85249	9070459
163	2600 W. 16th Street, Yuma, AZ 85364	9140046
165	428 W. Valencia, Tucson, AZ 85706	9100242
FC 167	12100 N. Dove Mtn Blvd., Marana, AZ 85653	9100107
299	7602 s. 115th Avenue, Avondale, AZ 85323	10074397

2007 JUN -7 A 9:35
LIQ. DEPT TUCSON

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☐ DEVELOPMENT SERVICES
- ☒ FIRE DEPARTMENT

APPLICANT'S NAME: MICHAEL BASHAS

BUSINESS NAME: FOOD CITY #83

ADDRESS: 325 EAST MAIN STREET

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

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

SIGNATURE **DATE** 6-14-2007

Assistant Fire Marshal
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 16, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JUNE 18, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 9
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☒ POLICE DEPARTMENT
- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: MICHAEL BASHAS

BUSINESS NAME: FOOD CITY #83

ADDRESS: 325 EAST MAIN STREET

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

DEPARTMENTAL COMMENTS:

■ APPROVED
☐ DENIED

Lynn Park
SIGNATURE

06/2007
DATE

ASSISTANT CHIEF OF POLICE
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 16, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JUNE 18, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 9
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☒ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: MICHAEL BASHAS

BUSINESS NAME: FOOD CITY #83

ADDRESS: 325 EAST MAIN STREET

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

Brian Barr
SIGNATURE

6/15/07
DATE

D.S. DIRECTOR
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 16, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JUNE 18, 2007

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: June 14, 2007

TO: Linda Farris, City Clerk

FROM: Brian Berndt, Development Services Director (623) 333-4011

PREPARED BY: Ken Galica, Planner II (623) 333-4019

SUBJECT: Series 9 Liquor License for Food City #83
325 E. Main Street

The site is located at the southwest corner of Main Street and 4th Street. A grocery store is currently operating at this location with a Series 10 Liquor License, which allows for the sale of package beer and wine. This application for a Series 9 Liquor License will allow the proprietor to sell package liquor in addition to beer and wine.

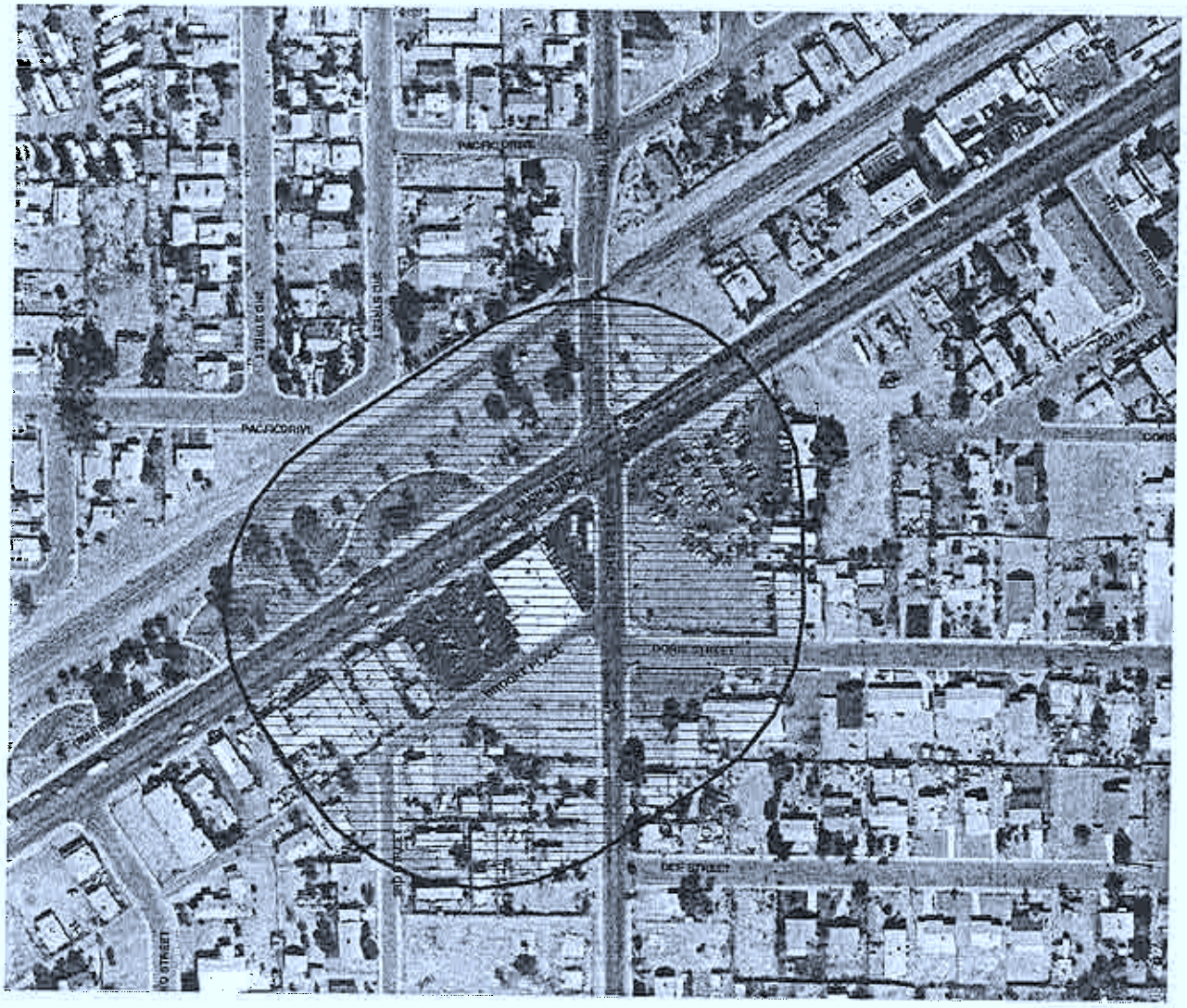
State Statute requires a minimum separation of 300 feet between Series 9 Liquor Licenses and K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

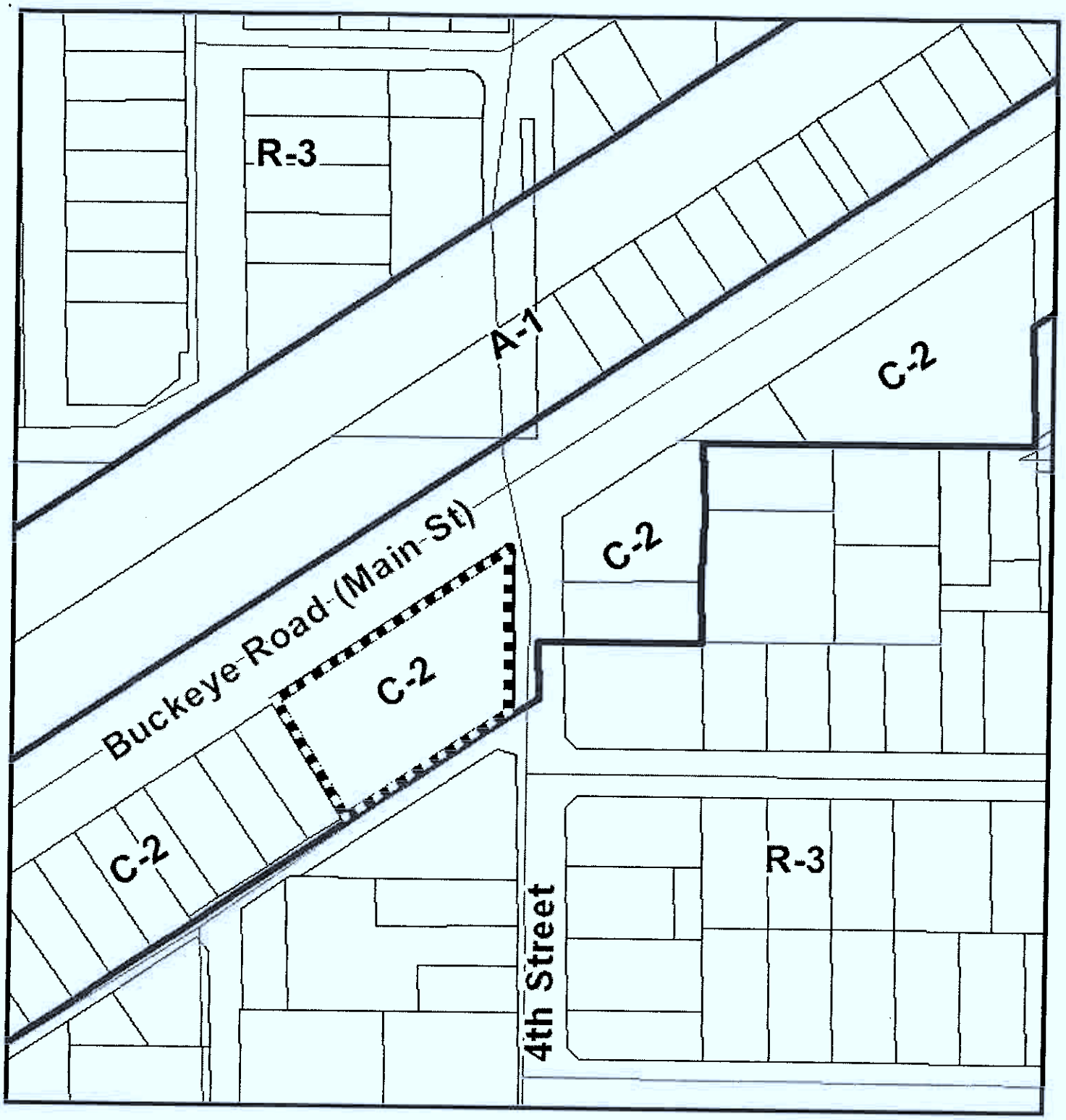
The General Plan designates the property as Mixed Use and the site is zoned C-2 (Community Commercial). The C-2 zoning is compatible with the Mixed Use designation and grocery stores are permitted in the C-2 district.

There are no zoning or separation issues regarding this site.

Attachment: 2007 Aerial (300 Foot Separation)
Zoning Vicinity Map

2007 Aerial Photograph
Food City #83
300 Foot Separation Requirement

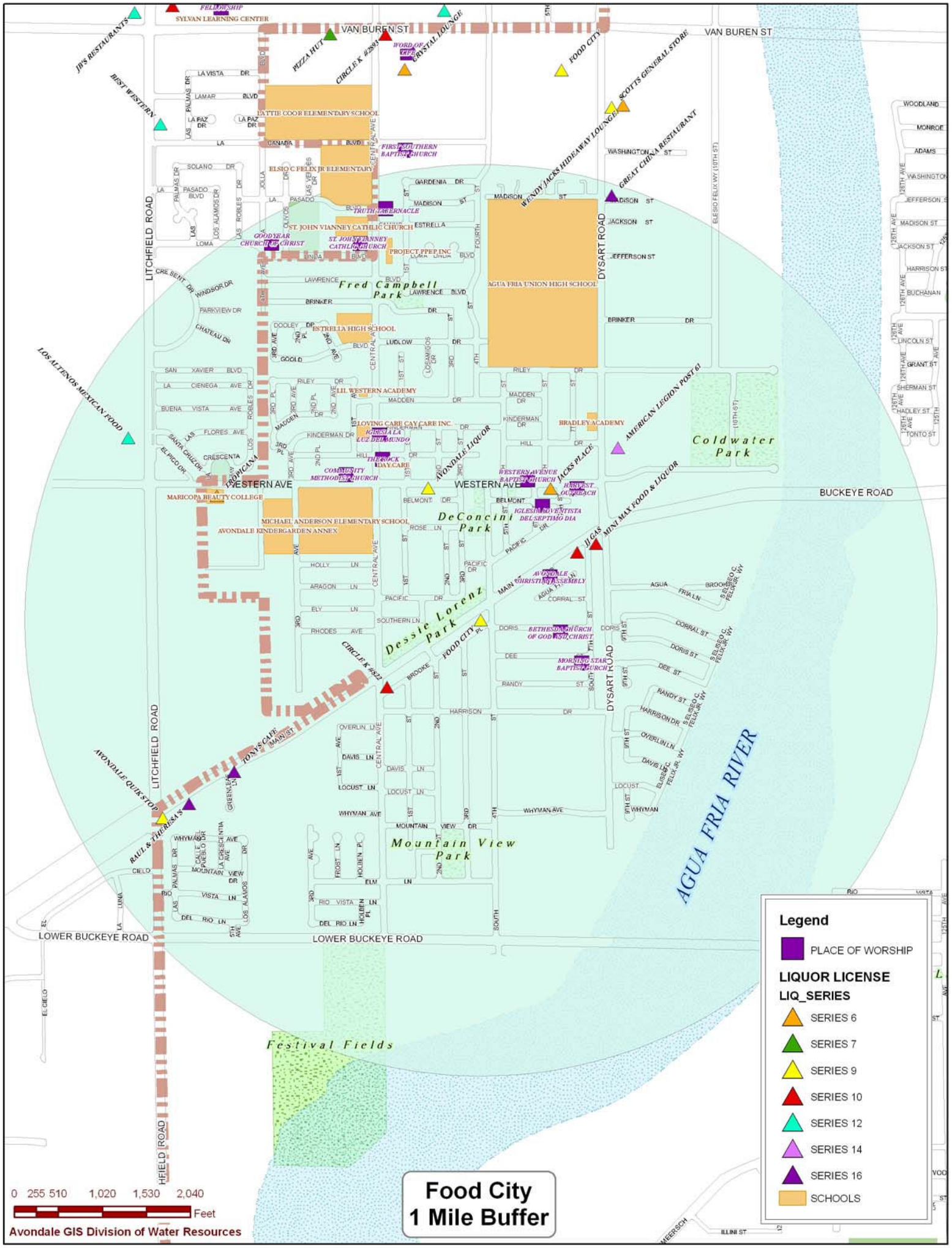




Zoning Vicinity Map

Avondale

Food City #83


Food City
1 Mile Buffer
Legend
PLACE OF WORSHIP
LIQUOR LICENSE
LIQ_SERIES
SERIES 6
SERIES 7
SERIES 9
SERIES 10
SERIES 12
SERIES 14
SERIES 16
SCHOOLS
0 255 510 1,020 1,530 2,040
Feet
Avondale GIS Division of Water Resources
VAN BUREN ST
WESTERN AVE
BUCKEYE ROAD
LOWER BUCKEYE ROAD
LITCHFIELD ROAD
DYSART ROAD
AGUA FRIA RIVER
Fred Campbell Park
DeConcini Park
Dessie Lorenz Park
Mountain View Park
Coldwater Park
Festival Fields
LA TIE COOR ELEMENTARY SCHOOL
ELSIO C FELIX JR ELEMENTARY
ESTRELLA HIGH SCHOOL
AGUA FRIA UNION HIGH SCHOOL
MICHAEL ANDERSON ELEMENTARY SCHOOL
AVONDALE KINDERGARDEN ANNEX
SYLVAN LEARNING CENTER
MARICOPA BEAUTY COLLEGE
LIL WESTERN ACADEMY
BRADLEY ACADEMY
ST. JOHN VIANNEY CATHLIC CHURCH
TRUTH TABERNACLE
FIRST SOUTHERN BAPTIST CHURCH
GOODYEAR CHURCH OF CHRIST
PROJECT PPEP INC
COMMUNITY METHODIST CHURCH
WESTERN AVENUE BAPTIST CHURCH
IGLESIA ADVENTISTA DEL SEPTIMO DIA
AVONDALE CHRISTIAN ASSEMBLY
BETHESDA CHURCH OF GOD AND CHRIST
MORNING STAR BAPTIST CHURCH
JP'S RESTAURANTS
BEST WESTERN
PIZZA HUT
CIRCLE K #2891
CRYSTAL LOUNGE
FOOD CITY
SCOTTS GENERAL STORE
WENDY JACKS HIDEAWAY LOUNGE
GREAT CHINA RESTAURANT
LOS ALTENOS MEXICAN FOOD
AMERICAN LEGION POST 61
AVONDALE LIQUOR
MINI MAX FOOD & LIQUOR
CIRCLE K #322
TONY'S CAFE
AVONDALE QUIK STOP
RAUL & THERESA'S

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JUNE 12, 2007
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY JULY 16, 2007 AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE.
TO VERIFY CALL: 623-333-1200
**SERIES 09: RETAILER'S LICENSE TO
SELL ALL SPIRITUOUS LIQUORS**
NO BICYCLES
ALLOWED
IN STORE
06.11.2007

FOOD CITY
E MAIN ST
06.11.2007

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Raul & Theresa's Restaurant

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request by Mr. Michael Chayrez for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Raul & Theresa's Restaurant, 519 West Main Street.

DISCUSSION:

The City Clerk's Office has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Mr. Michael Chayrez, Raul & Theresa's Restaurant, 519 West Main Street, Avondale, Arizona. This is a new license for this applicant. They are currently operating under the previous license with an interim permit. The required fee of $1,100.00 has been paid.

As required by state law and city ordinance, the application was posted from June 11, 2007 through June 30, 2007 and a notice was published in the West Valley View on June 19, 2007 and June 29, 2007. No comments were received.

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

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

RECOMENDATION:

Staff recommends that the City Council approve this request by Michael Chayrez, for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Raul & Theresa's Restaurant, 519 West Main Street.

ATTACHMENTS:

Click to download

- Application
- Comments
- Vicinity Map
- Posting photos

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

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:**

- [x] INTERIM PERMIT *Complete Section 5*
- [x] NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- [ ] PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- [ ] LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- [ ] PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- [ ] GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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*
- [x] 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 #: 12077172

Department Use Only

1. Type of License: **Series 12** 2. Total fees attached: $

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 **Applicant: (All applicants must complete this section)** P1055047

1. Applicant/Agent's Name: Mr. / Ms. **Chayrez** **Michael**
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: **L & M Holdings Enterprises, LLC** B1037511
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: **Raul and Theresa's Restaurant** B1001929
(Exactly as it appears on the exterior of premises)

4. Business Address: **519 West Main Street** **Avondale** **Maricopa** **85323**
(Do not use PO Box Number) City COUNTY Zip

5. Business Phone: (**623**) **932-1120** Residence Phone: (**623**) **935-3744**

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

7. Mailing Address: **519 West Main Street** **Avondale** **Maricopa** **85323**
City State Zip

8. Enter the amount paid for a **06, 07, or 09** license: $_____ **(Price of License ONLY)**

DEPARTMENT USE ONLY

Accepted by: MC Date: 5/3/07 Lic. # 12077172

Fees:					$
100	100			145	345.00
Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 05/2004 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

1. If you intend to operate business while 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. 12074532
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, PAUL MENDOZA CHAVEZ, declare that I am the CURRENT OWNER, AGENT, CLUB
(Print full name)
MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X *Please see attached lease agreement*
(Signature)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

'07 JAN 1 Liq. Lic. AM 9 59

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

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

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐	☐						
☐	☐						
☐	☐						
☐	☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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	Residence Address	City, State, Zip	Telephone#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 12074532

Issue Date: 5/31/2007

Expiration Date: 9/13/2007

Restaurant
Interim Permit

Issued To:
MICHAEL CHAYREZ, Agent
L & M HOLDINGS ENTERPRISES LLC, Owner

Location:
RAUL AND THERESA'S RESTAURANT
519 W MAIN ST
AVONDALE, AZ 85323

Mailing Address:
MICHAEL CHAYREZ
L & M HOLDINGS ENTERPRISES LLC
RAUL AND THERESA'S RESTAURANT
519 W MAIN ST
AVONDALE, AZ 85323

JERRY A. OLIVER, SR.
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

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

☒ L.L.C. ***Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.***

1. Name of Corporation/L.L.C.: **L & M Holdings Enterprises, LLC**
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: **4/25/2007** State where Incorporated/Organized: **Arizona**
3. AZ Corporation Commission File No.: **L1362042-7** Date authorized to do business in AZ: **4/25/2007**
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____
6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
Chayrez	Michael		Member	2071 North 132nd Drive	Goodyear, AZ 85338
Chayrez	Lisa	Beth	Member	2071 North 132nd Drive	Goodyear, AZ 85338
Lantzman	Marc	Harvey	Member	11696 Sorrento Valley Rd #201	San Diego, CA 92121
Lantzman	Justin	Robert	Member	11696 Sorrento Valley Rd #201	San Deigo, CA 92121

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
Chayrez	Michael		25	2071 North 132nd Drive	Goodyear, AZ 85338
Chayrez	Lisa	Beth	25	2071 North 132nd Drive	Goodyear, AZ 85338
Lantzman	Marc	Harvey	17	11696 Sorrento Valley Rd #201	San Diego, CA 92121
Lantzman	Justin	Robert	16	11696 Sorrento Valley Rd #201	San Diego, CA 92121

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 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 If tax exempt, give IRS tax exempt number: _____
3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

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

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

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

2. New Business: (Do not use PO Box Number) Name _____ Address _____

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: **3696** ft. **(Regardless of distance)** Name of school: **Michael Anderson Elementary School**
   Address **45 S. 3rd Ave, Avondale, AZ 85323**

2. Distance to nearest church: **4752** ft. **(Regardless of distance)** Name of church: **Avondale Christian Assembly**
   Address **541 E. Main Street, Avondale, AZ 85323**

3. I am the: ☒ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors: Name **LH One LLC**
   Address **11696 Sorrento Valley Road, San Diego, CA 92121**

4a. Monthly rental/lease rate $ **12,000** What is the remaining length of the lease? **10** yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ **12,000** or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ ~~20,000~~ 0

Does any one creditor represent more than 10% of that sum? ☐ YES ☒ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) **Mexican Restaurant**

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 # **12074532** (Exactly as it appears on license) Name **Raul and Theresa's Restaurant**

PAUL MENDOZA CHAVEZ

07 JUN 1 Liq. Lic. PM 5:

SECTION 14 **Restaurant, or Hotel-Motel Applicants:**

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☒ YES ☐ NO If yes, give licensee's name:

   Chayrez (Last) Raul (First) MENDOZA (Middle) and license #: 12074532

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. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that **40% of your gross revenue** must be from food sales? ☒ YES ☐ NO

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

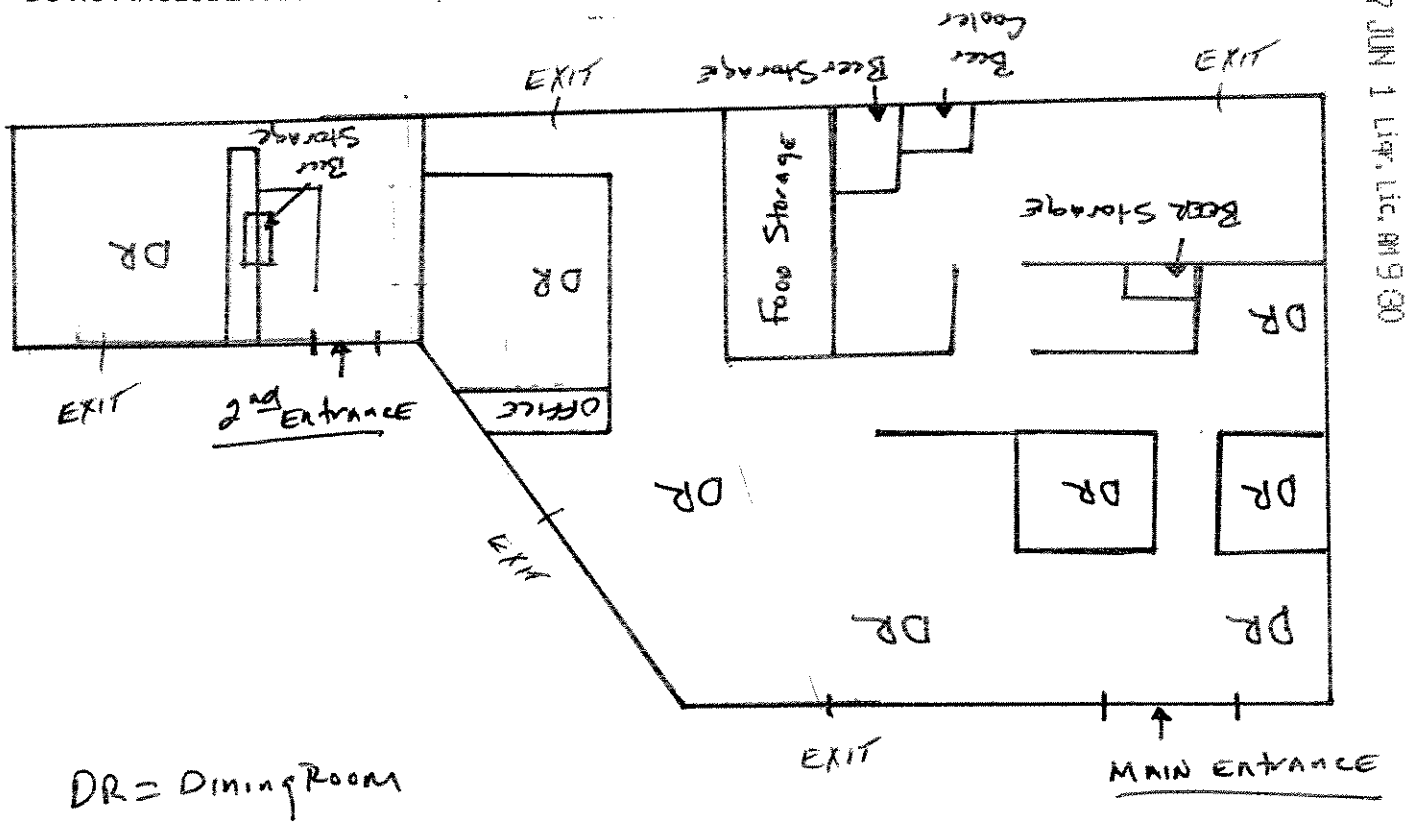
1. Check **ALL** boxes that apply to your licensed premises:

   ☒ Entrances/Exits ☒ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date_____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

10,600 SF.



'07 JUN 1 Liq. Lic. 019 30

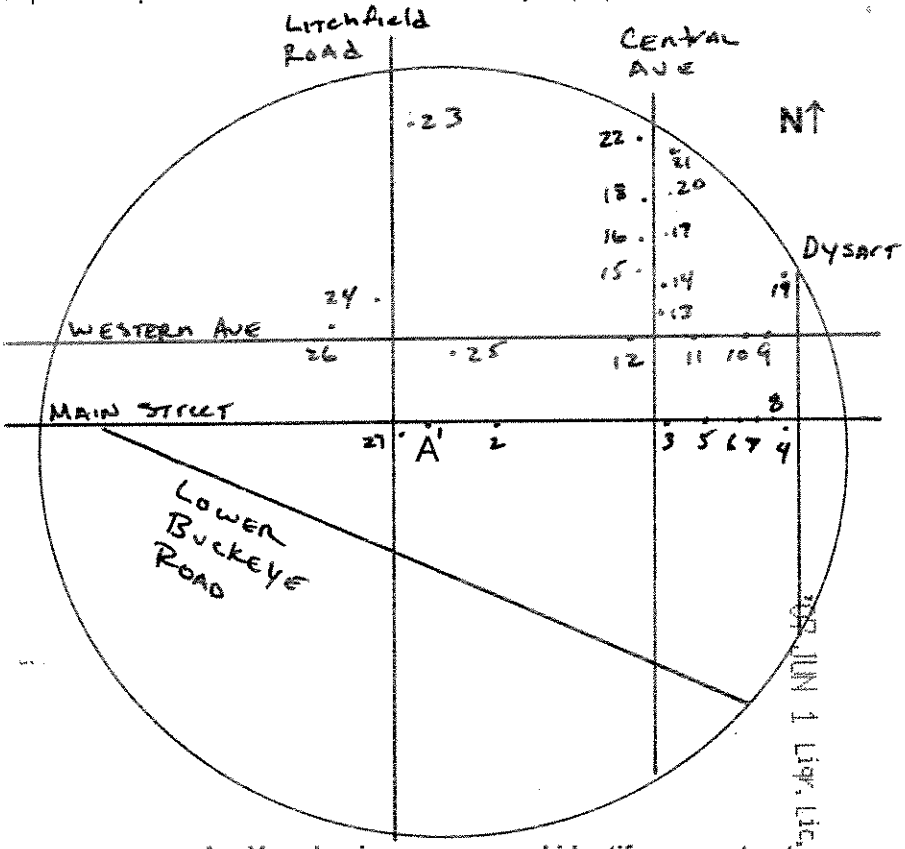
YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

1. Raul and Theresa's Restaurant
2. Tony's Restaurant
3. Circle K
4. Mini Max
5. AJ Liquor
6. Avondale Christian Assembly
7. Food City
8. JJ Gas
9. Harvest Christian Center
10. Jack's
11. Avondale Liquor
12. Michael Anderson Elem School
13. The Rock
14. Light of the World
15. Estrella High School

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, Michael Chayrez, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
(10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X _____ (Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
30 day of May, 2007
Day Month Year

My commission expires on: December 10, 2007

Kara A Harding
(Signature of NOTARY PUBLIC)

KARA A HARDING
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
December 10, 2007

List of Business's in Surrounding Areas.

16. St. John Vianney Church
17. PPEP Tech High School
18. Elisio Felix Elementary School
19. Agua Fria High School
20. Truth Tabernacle
21. First Southern Baptist Church
22. Lattie Coor School
23. Hoot n Howl
24. Christ Evangelical Lutheran Church
25. Tropicana
26. Kingdom Hall Jehovah's Witness
27. Quick Stop

'07 JUN 1 Liq. Lic. #19 30

RECEIVED

MAY 3 1 2007

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

ARTICLES OF AMENDMENT
Pursuant to A.R.S. 29-633 (F)

1. The name of the limited liability company is:

L + M Holdings Enterprises LLC

2. Attached hereto as Exhibit A is the text of the amendment.

Dated this 31 day of MAY, _____

Signature: _____

Print Name: MICHAEL CHAVEZ

Check One: ☒ Member ☐ Manager

'07 JUN 1 LLP, LLC AM 9:30

DO NOT PUBLISH THIS SECTION
The amendment must be executed by a manager if management of the limited liability company is vested in a manager or by a member if management is reserved to the members.

$ PAID 25.00 cash

LL:0022
Rev: 01/2007

Arizona Corporation Commission
Corporations Division

Exhibit A

L & M Holdings Enterprises, LLC

Meeting Minutes

5/15/2007

I. **Call to order**

Michael Chayrez called to order the regular meeting of the **L & M Holdings Enterprises, LLC** at 5:00 pm on **May 15, 2007** in **Goodyear, Arizona.**

II. **Roll call**

Lisa Chayrez conducted a roll call. The following persons were present:
Michael Chayrez
Lisa Chayrez

III. **New business**

a) New Members to the LLC.

David Canterman, Justin Robert Lantzman and Marc Harvey Lantzman were approved as new members of the L & M Holdings Enterprises, LLC.

David Canterman to own 16%, Justin Robert Lantzman to own 16% and Marc Harvey Lantzman to own 17%.

LLC will be amended to include the following members.

'07 JUN 1 Liqr. Lic. AM 9:30

IV. **Adjournment**

Michael Chayrez adjourned the meeting at **6pm.**

Minutes submitted by: Michael Chayrez

Minutes approved by: Lisa Chayrez

Address of All New Members:
11696 Sorrento Valley Rd #201, San Diego, CA 92121

COMMISSIONERS
MIKE GLEASON - Chairman
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
KRISTIN K. MAYES
GARY PIERCE

BRIAN C. MCNEIL
Executive Director

LINDA FISHER
Director, Corporations Division

ARIZONA CORPORATION COMMISSION

April 28, 2007

MICHAEL CHAYREZ
2071 N 132ND DR
GOODYEAR, AZ 85338

RE: L & M HOLDINGS ENTERPRISES, LLC
File Number: L13620427

We are pleased to notify you that the Articles of Organization HAVE BEEN APPROVED for the entity referenced above.

You must publish a notice of the filing of your Articles of Organization OR alternatively, you may publish the Articles of Organization in their entirety. The publication must be in a newspaper of general circulation in the county of the known place of business, in Arizona as filed with the Commission, for three (3) consecutive publications. A list of acceptable newspapers in each county is attached and is also posted on the Commission web site.

For your convenience we have provided a Notice of Publication form. Please complete this form, in its entirety, and submit to an appropriate newspaper of your choice. Publication must be completed WITHIN SIXTY (60) DAYS and an affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing WITHIN NINETY (90) DAYS from April 28, 2007, which is the date the document was processed and approved for filing by the Commission.

The Commission strongly recommends that you periodically check Commission records regarding your LLC at the Commission web site: www.azcc.gov/corp.

If you have any questions or need further information, please contact us at (602) 542-3026 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,

Jennifer Yule
Examiner
Corporations Division

LL:13
REV. 11/2006

'07 JUN 1 LIC. LIC. AM 9:30

NOTICE
(for publication)

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: L & M HOLDINGS ENTERPRISES, LLC
L-1362042-7

II. The address of the known place of business is:

519 W MAIN ST
AVONDALE AZ 85323

III. The name and street address of the Statutory Agent is:

MICHAEL CHAVEZ
2071 N. 132ND DR GOODYEAR AZ 85338

(Please check A or B)

A. [ ] Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

B. [X] Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

(Please check appropriate box for each)

MICHAEL CHAVEZ
2071 N. 132ND DR GOODYEAR AZ 85338

[X] member [ ] manager

LISA CHAVEZ
2071 N. 132ND DR GOODYEAR AZ 85338

[X] member [ ] manager

[ ] member [ ] manager

[ ] member [ ] manager

'07 JUN 1 LIM. LIC. AM 9:30

LL:0001
Rev. 10/2006

Arizona Corporation Commission
Corporations Division

AZ CORPORATION COMMISSION
FILED

APR 25 2007

FILE NO L1362042-7

01970611

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

DO NOT PUBLISH THIS SECTION
NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The LLC name must contain the words "limited liability company or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company or the abbreviations "P.L.L.C.", "P.L.C.", "PLLC", or "PLC."

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. If the statutory agent has a PO BOX then they must also provide a physical address or description of the location.

The agent must sign the articles or provide written consent to acceptance of the appointment.

LL:0004
Rev: 10/2006

Select one. This form may be used for:

☐ ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)

☐ ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-841.01)

1. The name of the organization:

A. _____
LLC Name Reservation File Number (If one has been obtained). If not, leave this line blank

B. L & M Holdings Enterprises, LLC
Limited Liability Company Name

2. Known place of business in Arizona (If address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK)

Address 519 West Main Street
City Avondale State AZ Zip 85323

3. The name and street address of the statutory agent in Arizona

Name Michael Chavez
Address 2071 N 132nd DR
City Goodyear State AZ Zip 85338

Acceptance of Appointment by Statutory Agent:
I Michael Chavez, having been designated to act as
(Print Name of the Statutory Agent)
Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: _____

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

'07 JUN 1 AM 9:30

DO NOT PUBLISH THIS SECTION

4. Only required for professional limited liability company. The purpose must state the professional service or services that the company is organized to perform. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. The latest date, if any, on which the Company must dissolve. If a dissolution date should include the month, day and year. Perpetual *means continuing forever or indefinitely*

6. Check which *management* structure will be applicable to your company. Provide name, title and address for each person.

6A. If reserved to the member(s), check the member's box and provide the name(s) and address(es) of each member. **NOTE:** If reserved to the member(s) you cannot list any manager.

6B. If vested in manager(s) check the manager's box and provide the name(s) and address(es) of each manager and each member who owns a twenty (20%) percent or greater interest in the capital or profits of the LLC/ PLLC.

The person (s) executing this document need not be a manager or member of the company.

Your phone and fax are optional.

LL:0004
Rev: 10/2006

L1362042-7

4. Purpose of this (Professional) Limited Liability Company is to provide the following (professional) service(s): (Only required for a Professional LLC Company)

5. Dissolution: The latest date of Dissolution

☐ The latest date to dissolve ___/___/_____ (Please enter month, day and four digit year)

☑ The Limited Liability Company is Perpetual

6. Management Structure: (Check **one** box only) A.R.S. §29-632(5)

A. ☑ RESERVED TO THE MEMBER(S)
IF RESERVED TO THE MEMBER(S), YOU MAY SELECT ONLY THE MEMBER BOX FOR EACH MEMBER LISTED.

B. ☐ VESTED IN MANAGER(S)
IF VESTED IN THE MANAGER(S), AT LEAST ONE ENTRY BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name MICHAEL CHAVEZ
(Member) Manager (only if "B" is selected above)
Address: 2071 N 132nd DR
City Goodyear State, AZ Zip: 85338

Name LISA B CHAVEZ
(Member) Manager (only if "B" is selected above)
Address: 2071 N 132nd DR
City, Goodyear State, AZ Zip: 85338

Name _____
Member Manager (only if "B" is selected above)
Address: _____
City, _____ State, _____ Zip: _____

Name _____
Member Manager (only if "B" is selected above)
Address: _____
City, _____ State, _____ Zip: _____

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

'07 JUN 1 LIM. LIC. BOD 80

Executed this 25 day of April, 07

Executed by: [signature] Print Name MICHAEL CHAVEZ

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

Phone Number: _____ Fax Number: _____

L & M Holding Enterprises LLC
an Arizona Limited Liability Company

OPERATING AGREEMENT

THIS OPERATING AGREEMENT ("Agreement") is entered into this 28th day of May, 2007 by and among the signatories to this Agreement.

Explanatory Statement

The parties have agreed to organize a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

Article I
Defined Terms

The following capitalized terms shall have the respective meanings specified in this Article I. Capitalized terms not defined in this Agreement shall have the meanings specified in the Act.

"Act" means the Arizona Limited Liability Company Act, as amended from time to time.

"Adjusted Capital Balance" means, as of any day, an Interest Holder's total Contributions less all amounts actually distributed as a return of Capital Contributions to the Interest Holder pursuant to Article IV hereof. If any Interest is transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Adjusted Capital Balance of the transferor to the extent the Adjusted Capital Balance relates to the Interest transferred.

"Affiliate" means, (a) Person directly or indirectly controlling, controlled by, or under common control with another Person; (b) a Person owning or controlling 10 percent or more of the outstanding voting securities or beneficial interests of another Person; (c) an officer, director, or partner of another Person; and/or (d) any affiliate of any such Person.

"Agreement" means this Operating Agreement, as amended from time to time including each exhibit hereto.

"Assignee" means the Person who has acquired an Economic Interest in the LLC but is not a Member.

"Capital Account" means the account to be maintained by the Company for

07 JUN 1 PM 1:19 LLC 08

each Interest Holder in accordance with the following:

(i) an Interest Holder's Capital Account shall be credited with the amount of money contributed to the Company (net of liabilities secured by such property that the Company either assumes or to which such property is subject) the amount of any Company unsecured liabilities assumed by the Interest Holder, and the Interest Holder's distributive share of Profit and any item in the nature of income or gain specially associated to the Interest Holder pursuant to the provisions of Article IV; and

(ii) an Interest Holder's Capital Account shall be debited with the amount of money distributed to the Interest Holder (net of liabilities secured by such distributed property that the Interest Holder either assumes or to which such property is subject), the amount of any unsecured liabilities of the Interest Holder assumed by the Company.

If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Proceeds" means the gross receipts received by the Company from a Capital Transaction.

"Capital Units" means a unit of participation in the Company. The total number of all units of participation in the Company shall equal One Hundred (100).

"Capital Transaction" means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financing, refinancing, condemnations, recoveries of damage awards, and insurance proceeds.

"Cash Flow" means all cash derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Manager.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding revenue law.

"Company" means the limited liability company formed in accordance with this Agreement.

"Contribution" means any money, property, or services rendered, or a promissory note or other binding obligation to contribute money or property, or

to render services as permitted in this title, which a Member contributes to a Limited Liability Company as capital in that Member's capacity as a Member pursuant to an agreement between the Members, including an agreement as to value.

"Economic Interest" means a person's right to share in the income, gains, losses, deductions, credit, or similar items of, and to receive Distributions from, the Company, but does not include any other rights of a Member including, without limitation, the right to vote or to participate in management, or any right to information concerning the business and affairs of the Company.

"Interest Holder" means any Person who holds an Economic Interest, whether as a Member or as an Assignee of a Member.

"Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events:

(i) the Member makes an assignment for the benefit of creditors;

(ii) the Member is bankrupt;

(iii) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any state law;

(iv) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties;

(v) if the Member is an individual, the Member's death or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property;

(vi) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;

(vii) if the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;

(viii) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter;

(ix) if the Member is a partnership, limited liability company or corporation, a change in control of such entity;

(x) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company; or

(xi) if the Member files an action seeking a decree of judicial

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dissolution pursuant to the Act.

"Majority in Interest" shall refer to Members whose capital interests in the Company shall aggregate more than 50% of the total outstanding capital interests and who shall cast a vote in the affirmative for any act of the Company.

"Manager" shall refer to the person or persons appointed under Article V of this Agreement and shall have all the rights and powers granted under the Act.

"Member" means any Person who executes a counterpart of this Agreement as a Member and any Person who subsequently is admitted as a Member of the Company.

"Membership Interest" means a Member's rights in the Company, collectively, including the Member's Economic Interest, any right to vote or participate in management, and any right to information concerning the business and affairs of the Company.

"Negative Capital Account" means a Capital Account with a balance of less than zero.

"Percentage" means, with respect to any Member, that percentage which such Member's Capital Units constitutes of the aggregate of all Capital Units outstanding at the time the Percentage is determined.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Positive Capital Account" means a Capital Account with a balance greater than zero.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with IRC Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to IRC Section 703(a)(1) shall be included in computing taxable income or loss; and

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and

(iii) any expenditures of the Company described in IRC Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and

(iv) gain or loss resulting from any taxable disposition of Company

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property shall be computed by reference to the book value as adjusted under Regulation Section 1.704-1(b) ("adjusted book value") of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the deprecation computed based upon the adjusted book value of the asset.

"Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Secretary of State" means the Secretary of State of the State of Arizona.

"Transfer" means, when used as a noun, any sale, hypothecation, pledge, assignment, attachment, or other transfer, and when used as a verb, to sell hypothecate, pledge, assign or otherwise transfer.

"Voluntary Withdrawal" means a Member's disassociation from the Company by means other than a Transfer or an Involuntary Withdrawal.

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Article II
Formation and Name; Office; Purpose; Term

2.1. Organization. The parties hereby organize a limited liability company pursuant to the Act and the provisions of this Agreement. The Company shall cause Articles of Organization to be prepared, executed, and filed with the Secretary of State.

2.2. Name of the Company. The name of the Company is L&M Holding Enterprises LLC.

2.3. Purpose. The Company is organized solely to run and manage a restaurant(s).

2.4. Term. The Company shall continue in existence indefinitely until dissolved as provided by this Agreement or the Act.

2.5. Principal Place of Business. The Company's Principal Place of Business shall be located at 519 West Main Street, Avondale Arizona or at any other place in the State of Arizona, which the Manager may determine.

2.6. Resident Agent. The name and address of the Company's resident agent in the State of Arizona is Michael Chayrez, at 2071 North 132nd Drive, Goodyear Arizona 85338

2.7. Members. The name, present mailing address, taxpayer identification number, Contribution, Percentage, and Capital Units of each Member are set forth on Exhibit B.

Article III
Members; Capital; Capital Accounts

3.1. Capital Units. The capital contributed, whether by way of money, property, services, or an obligation to provide same, shall be represented by units of interest in the capital of the Company ("Capital Units").

3.2. No Additional Contributions. No Member shall be required to contribute any additional capital to the Company, and no Member shall have personal liability for any obligation of the Company except as expressly provided by law.

3.3. No Interest on Contributions. Neither Members nor Interest Holders shall be paid interest with respect to Contributions.

3.4. Return of Contributions. Except as otherwise provided in this Agreement, no Member nor Interest Holder shall have the right to receive the return of any Contribution or withdraw from the Company, except upon the agreement of all the members.

3.5. Form of Return of Capital. If a Member or an Interest Holder is entitled to receive the return of a Contribution, the Company may distribute in lieu of money, notes, or other property having a value equal to the amount of money distributable to such Person.

3.6. Capital Accounts. A separate Capital Account shall be maintained for each Member and Interest Holder.

3.7. Loans and Other Business Transactions. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree. Members may also transact other business with the Company and, in doing so, as they shall have the same rights and be subject to the same obligations arising out of any such business transaction as would be enjoyed by and imposed upon any Person, not a Member, engaged in a similar business transaction with the Company. Exhibit C attached hereto (or as supplemented from time to time) shall set forth and list any loan made to the Company by its Members.

Article IV
Profit, Loss, and Distribution

4.1. Allocations of Profit or Loss and Distributions.

4.1.1. Profit or Loss. Profit or Loss shall be allocated to the Interest Holders in proportion to their Percentages.

4.1.2. Cash Flow. Profit, in the form of cash payments for each taxable year of the Company shall be distributed to the Interest Holders in proportion to their Percentages no later than seventy-five (75) days after the end of the taxable year, but only after all distributions specified in Section 4.2 herein have been made.

4.2. Distributions, Liquidation and Dissolution.

4.2.1. Prior to allocation and distribution of profits or loss to the Interest Holders, distributions shall be made in the following priority and amounts relative to the corresponding items:

First, to the repayment of all loans other than Member loans to the Company;

Second, to the repayment of all loans made to the Company by its Members, including all principal, interest, fees and points related to the loans;

Third, to the repayment of all equity contributions and any interest, fees or points associated therewith;

Fourth, to the Interest Holders in proportion to their Percentages

4.2.2. If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the terms stated above, and then with the balances in their respective Capital Accounts, after giving effect to all Contributions, Distributions, and allocations for all periods. Distributions to the Interest Holders pursuant to this Section 4.2.1 shall be made in accordance with Regulation Section 1.704-1(b)(2)(ii)(b)(2).

4.2.3. No Interest Holder shall be obligated to restore a Negative Capital Account.

4.3. General.

4.3.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be made at such times and in such amounts as determined by a vote of the Majority in Interest of the Company.

4.3.2. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an M.A.I. appraiser who shall be selected by the Manager. The Profit or Loss shall be allocated as provided in Section 4.1 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the Distribution of the assets in liquidation

pursuant to Section 4.2.

4.3.3. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or Distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss or proceeds attributable to any extraordinary non-recurring items of the Company.

4.3.4. The Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under IRC Section 704(b); provided, however, that no amendment shall materially affect Distributions to an Interest Holder without the Interest Holder's prior written consent.

Article V
Management Rights

5.1. Manager Duties and Powers.

a. MICHAEL CHAYREZ, will be the Company's "Manager" as defined in the Arizona Act (the "Manager"). The Manager will have the power and authority to take all actions on behalf of the Company, except as such authority may be reserved to the Members under the Articles or this Operating Agreement.

b. The Manager shall have the authority to manage the day-to-day affairs of the Company. The day-to-day responsibilities of the Manager shall encompass the general management of restaurant and any other related matters which are consistent with or incidental to the foregoing responsibilities and which the Managers may deem necessary manage the business. The Members may, by resolution, delegate to the Manager additional authority from time to time.

c. The Manager is hereby required to consult with, and to secure the written consent of, MARC Lantzman OR DAVID CANTERMAN with respect to all of the following:

(i) Any borrowing by the Company under any loan or series of loans for the same purpose in excess of $1,000;

(ii) The disbursement of any Company funds, including execution of any checks or bank drafts drawn on accounts in the name of the Company, except in the ordinary, usual and customary course of the Company's business;

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(iii) Any material or significant changes to the Company's overall business plan or budget;

(iv) Any decision to change the amount or scope of general liability insurance coverage (it being agreed that the Company will maintain general liability insurance coverage in the amount of $2,000,000.00, and Dram insurance in the amount of $2,000,000.00 absent further action by the Manager);

(v) The encumbrance of any asset of the Company by a mortgage, deed of trust, or any other type of lien;

(vi) The sale, exchange or other disposition of all or substantially all of the Company's assets; provided the business is sold at no less than 100% of appraised value.

(vii) An increase or reduction in the number of Managers composing the Management;

(viii) To delegate additional authority to the Manager pursuant to paragraph 5.1(b); and

(ix) The Voluntary Dissolution of the Company;

(x) The admission of an additional Member upon the Transfer of an Ownership Interest; and

(xi) The admission of an additional Member incident to the contribution of money or other property to the Company.

5.2 Efforts of Managers. The Manager will devote such time and effort to the affairs of the Company as the Manager determines to be necessary or desirable to promote the successful operation of the Company and its business.

5.3 Other Activities. The Members may engage in or possess interests in other business ventures of any nature and description, independently or with others, and whether or not such businesses are in competition with the business of the Company, and neither the Company nor any other Member will have any right by virtue of this Agreement in such independent ventures.

5.4 Compensation. Other than a Member's share of the Company Profits, no Member will be paid compensation for services rendered to the Company except Michael Chayrez as long as he is the mananger. The salary will be $500.00 per week and additional bonus of $300.00 per week paid semi-annually. Manager shall work a minimum of 35 hours per week with a majority of the hours on weekends and evenings

5.5 Removal or Bankruptcy of the Manager.

a. The Members of the Company shall have the right by unanimous vote, excluding any Member who may be the Manager, to remove any Manager as the

manager of the Company on account of actual fraud, gross negligence or willful misconduct in the performance of its duties and obligations as the Manager; provided, however, that as a condition precedent to the exercise of such right of removal, an arbitrator shall have first determined, pursuant to the rules and regulations of the American Arbitration Association in Phoenix, Arizona, that the Manager shall have engaged in actual fraud, negligence or willful misconduct.

b. Upon the occurrence of any of the following events with respect to a Manager (all such events being collectively referred to herein as "Bankruptcy"), to wit: an assignment for the benefit of creditors, a filing of a voluntary petition in bankruptcy, an adjudication of bankruptcy or insolvency, a filing of a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any statute, law or regulation, the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition in any proceeding in the nature of the foregoing, or the seeking, consenting or acquiescence in the appointment of a trustee, receiver or liquidator of all or any substantial part of the properties of the Manager, then in such event the Manager shall be automatically removed as the manager of the Company and the Members shall appoint a new Manager.

Article VI
Meetings of Members

6.1 Annual Meeting. The annual meeting of the Members will be held on the first Friday of January in each year at 9:00 a.m. (local time) or at such other time as determined by resolution of the Members, commencing with the year 2008. The purpose of the annual meeting is to review the Company's operations for the preceding calendar year and to transact such business as may come before the meeting.

6.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by the Manager.

6.3 Place. The Members may designate any place within Arizona as the place of the meeting for any meeting of the Members. If no designation is made, or if a special meeting is otherwise called, the place of meeting will be at the Company's offices.

6.4 Notice. Written notice of any annual meeting determined by resolution of the Members or of any special meeting must be given not less than ten days nor more than 30 days before the date of the meeting. Such notice will state the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Such notice must be given, either by personal delivery, by mail, by facsimile or by other method capable of documents transmission, by or at the direction of the Member calling the meeting, to each Member entitled to such notice.

6.5 Waiver of Notice. Any Member may waive, in writing, any notice that

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is required to be given to such Member, whether before or after the time stated in such notice.

6.6 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members, the date on which notice of the meeting is first given will be the record date for such determination of Members. Any such determination of Members entitled to vote at any meeting of Members will apply to any adjournment of a meeting.

6.7 Quorum. A quorum is any meeting of the Members where at least the interests of Members Chayres, Canterman and Lantzman, or any duly authorized successors thereto, are present and represented. Any meeting at which a quorum is not present shall be adjourned to a place, day and hour in accordance with 6.1 or 6.2 above.

6.8 Manner of Acting. Except as otherwise provided herein, a vote of the majority in interest of the Members will be the act of the Company.

6.9 Proxies. At all meetings of Members, a Member may vote in person or by written proxy which is signed by the Member or by a duly authorized attorney-in-fact. Such proxy must be filed with the Company (by providing a copy of such proxy to the Manager), before or at the time of the meeting. No proxy will be valid after eleven months or more from the date of its signing, unless otherwise provided in the proxy.

6.10 Meetings by Telephone. The Members may participate in a meeting by means of a conference telephone or similar communications equipment by which all Members participating in the meeting can hear each other at the same time. Such participation will constitute presence in person at the meeting and waiver of any required notice.

6.11 Action Without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by a majority in interest of the voting Members. Action so taken is effective when both Members have signed the consent, unless the consent specifies a later effective date. The record date for determining Members entitled to take action without a meeting will be the date the first Member signs a written consent.

6.12 Designated Representatives. Each Member may designate from time to time in writing, to the Manager and to the other Member, the individuals who are authorized to act on behalf of the Member. The Manager and the other Members will be entitled to rely on the instruction of any such designated representative as being the actions of the pertinent Member.

Article VI I
Transfer of Interests and Withdrawals of Members

7.1. Transfers. Except as provided herein, a Member may Transfer all,

or any portion of, or any interest or rights in, the Membership Interest owned by the Member, subject to the provisions of this Article VII. The Transfer of any portion or all of a Membership Interest shall be subject to the approval of the Managers who shall satisfy themselves as to the credit-worthiness and financial viability of the purchasing member, and whose consent to transfer shall not be unreasonably withheld. Such transfer, however, shall be subject to the Company's right of first refusal to agree to purchase the selling members units on the same terms and conditions as offered to the purchasing member within thirty days of receipt of notice of intent to sell required under Section 7.1.1.6 below.

7.1.1. Any member may transfer all or any portion of or any interest or rights in the Member's Economic Interest if each of the following conditions ("Conditions of Transfer") is satisfied:

7.1.1.1. the Transfer may be accomplished without registration, or similar process, under federal and state securities laws;

7.1.1.2. the transferee delivers to the Company a written agreement to be bound by the terms of this Agreement;

7.1.1.3. the Transfer will not result in the termination of the Company pursuant to IRC Section 708;

7.1.1.4. the Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended; and

7.1.1.5. the transferor or the transferee delivers the following information to the Company: (i) the transferee's taxpayer identification number; and (ii) the transferee's initial tax basis in the transferred Membership Interest.

7.1.1.6. the transferor shall give written notice to the Managers of the terms and conditions upon which the sellers' units are being sold.

7.1.2. If the Conditions of Transfer are satisfied, the Member may Transfer all or any portion of the Member's Economic Interest. The Transfer of an Economic Interest pursuant to this Section 7.1 shall result in the purchaser becoming a Member of the Company.

7.2. Withdrawal of a Member. Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the withdrawn Member shall thereupon become a Member.

Article VII I
Dissolution, Liquidation, and Termination of the Company

8.1. Events of Dissolution. The Company shall be dissolved upon the

happening of the first to occur of an event specified in Section 17350 of the Act or any of the following events:

8.1.1. On the date fixed for its termination in Section 2.4; or

8.1.2. Sale of the Business Pursuant to this Agreement.

8.2. Procedure for Winding Up and Dissolution. If the Company is dissolved, the Manager shall wind up or cause the wind up of its affairs. On winding up of the Company, the assets of the Company shall be distributed, first to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then, to the Interest Holders in accordance with Section 4.2 of this Agreement.

8.3. Filing of Certificate of Cancellation. Upon completion of the affairs of the Company, the Manager shall promptly file, or cause to be filed, the Certificate of Cancellation of Articles of Organization with the Secretary of State. If there is no Manager, then the Certificate of Cancellation shall be filed by the remaining Members; if there are no remaining Members, the Certificate shall be filed by the last Person to be a Member; if there is neither a Manager, remaining Members, nor a Person who last was a Member, the Certificate shall be filed by the legal or personal representatives of the Person who last was a Member.

Article IX
Tax Elections

9.1. Tax Matters Partner. The Company's Manager shall be designated the Tax Matters Partner for purposes of IRC Section 6231(a)(7), and shall have all the authority granted by the Code to the Tax Matters Partner, provided that the designated Manager shall not have the authority without first obtaining the consent of the Members to do any of the following:

1. Enter into a settlement agreement with the Internal Revenue Service that purports to bind the Members.

2. File a petition as contemplated with the IRC Section 6226(a) or IRC Section 6228.

3. Intervene in any action as contemplated in IRC Section 6226(b)(5).

4. File any request contemplated in IRC Section 6227(b).

5. Enter into an agreement extending the period of limitations as contemplated in IRC Section 6229(b)(1)(B).

9.2. Tax Elections. The Managers shall jointly have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under IRC Section 754. The decision to make or not make an election shall be at the

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Managers' sole and absolute discretion.

Article X
General Provisions

10.1. Assurances. Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Manager deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

10.2. Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company shall be given by the Manager. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the Person to whom it is delivered. A notice that is sent by Mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notice are to be directed to those substitute addresses or addressees.

10.3. Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate fully to remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

10.4. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

10.5. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Arizona.

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10.6. Article and Section Titles. The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

10.7. Binding Provisions. This Agreement is binding upon, and to the limited extent specifically provided herein, inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

10.8. Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the appropriate United States District Court in Arizona or any Arizona State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

10.9. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

10.10. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement, which are valid.

10.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

10.12. Estoppel Certificate. Each Member shall, within ten (10) days after written request by the Manager, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof. If the certificate is not received within the 10-day period, the Managers shall execute and deliver the certificate on behalf of the requested Member, without qualification.

10.13. Mandatory Buy/Sell Agreement. See Exhibit D.

10.14. Option to Purchase the Real Estate. See Exhibit E.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MEMBERS:

By: _____
Marc Lantzman

By: _____
Justin Lantzman

By: _____
David Canterman

By: _____
Lisa Chayrez

By: _____
Michael Chayrez

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Exhibit A

Property Description

519 West Main Street
Avondale Arizona 85323

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Exhibit B

Member: Michael & Lisa Chayrez Contribution: $50. Capital Units: 50

Address: 2071 North 132nd Drive, Goodyear Arizona 85338 Percentage Interest: 50

Tax Identification Number or Social Security Number: 526-29-2531

Member: Marc Harvey Lantzman Contribution: $17 Capital Units: 17

Address: 11696 Sorrento Valley Rd.# 201 SD CA 92121 Percentage Interest: 17

Tax Identification Number or Social Security Number: 191-36-2324

Member: Justin Robert Lantzman Contribution: $16 Capital Units: 16

Address: 11696 Sorrento Valley Rd.# 201 SD CA 92121 Percentage Interest: 16

Tax Identification Number or Social Security Number: 566-93-0735

Member: David Canterman Contribution: $16 Capital Units: 16

Address: 11696 Sorrento Valley Rd.# 201 SD CA 92121 Percentage Interest: 16

Tax Identification Number or Social Security Number: 178-38-3700

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Exhibit C

Member Loans to Company

1.	Michael & Lisa Chayrez	Principal:	$40,000.00
2.	Marc Lantzman	Principal:	$13,333.34
3.	Justin Lantzman	Principal:	$13,333.33
4.	David Canterman	Principal:	$13,333.33

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Exhibit D

Mandatory Buy/Sell. At any time after the expiration of twelve (12) months following the Effective Date, any Partner who is not in default under this Agreement ("the Offeree Partner") may deliver to the other Partner(s) notice ("the Offer Notice") of the Offeree Partner's intention to exercise the option to require either (1) a mandatory purchase of the Offeree Partner's interest in the Business or (2) a mandatory sale of the other Partner(s)' interests in the Business. The Offer Notice shall state (1) the Offeree Partner's estimate of the value of the Business, (2) the percentage of the Offeree Partner's interest in the Business, (3) the Offeree Partner's calculation of the value of the Offeree Partner's interest in the Business (i.e., estimate of value of the Business multiplied by the Offeree Partner's percentage interest), (4) the Offeree Partner's calculation of the value of the other Partner(s)' interests in the Business (i.e., estimate of value of the Business multiplied by the remaining percentage interests) and (5) the Offeree Partner's willingness either to (i) sell the Offeree Partner's interest in the Business for the amount shown in the calculation of the value thereof set forth in the Offer Notice or (ii) purchase the other Partner(s)' interests in the Business for the amount shown in the calculation of value thereof set forth in the Offer Notice. The Offer Notice shall be substantially in form and of content as Exhibit 1 attached hereto.

For a period of thirty (30) days following delivery of the Offer Notice by the Offeree Partner, the other Partner(s) shall have the option either (1) to purchase the Offeree Partner's interest for the amount stated in the Offer Notice or (2) to sell to the Offeree Partner their interests for the amount stated in the Offer Notice. Exercise of the option shall be accomplished within the thirty (30) day period by the delivery by the other Partner(s) to the Offeree Partner of written notice ("the Response Notice") which states whether the other Partner(s) are willing to buy or sell.

If the Response Notice by the other Partner(s) states that they are willing to buy the Offeree Partner's interest in the Business, then the parties shall immediately open an escrow at a title company selected by the Offeree Partner to effect the purchase and sale pursuant to written escrow instructions which shall provide (1) the closing date shall be a date selected by the other Partner(s) which shall be not sooner than three months or later than six months after the date on which the other Partner(s) delivered to the Offeree Partner the Response Notice, (2) title shall be conveyed by a bill of sale subject only (i) to encumbrances (other than liens) which existed prior to the

Effective Date and/or were created on or after the Effective Date and all Partners were signatories thereto, (ii) nondelinquent taxes and assessments and (iii) liens and/or unpaid bills prior to delivery of the Offer Notice as to which all of the Partners were signatories and/or affect all of the Property (3) to the extent that the undivided interest is to be conveyed subject to any lien(s) or unpaid bills, the purchase price to be paid for the undivided interest shall be the value shown in the Offer Notice less the Offeree Partner's pro rata share of the balance of the obligations secured by such lien(s) and/or unpaid bills. (4) costs incurred in connection with the escrow shall be shared between the Offeree Partner and the other Partner(s) in proportion to their respective undivided interests, (5) the purchase price shall be paid in full in cash at the closing, (6) proration of all income and expense from the Property to the close of escrow and, (7) such other provisions which are reasonable and appropriate to effectuate the conveyance of the interest in the Property and delivery of the purchase price.

If the Response Notice by the other Partner(s) states that they are all willing to sell to the Offeree Partner their interests in the Business, then the parties shall immediately open an escrow at a title company selected by the other Partner(s) to effect the purchase and sale pursuant to written escrow instructions which shall provide, (1) the closing date shall be a date selected by the Offeree Partner which shall be not sooner than one months or later than two months after the date on which the other Partner(s) delivered to the Offeree Partner the Response Notice, (2) title shall be conveyed by a bill of sale subject only to (i) encumbrances and unpaid bills which existed prior to the Effective Date and/or were created on or after the Effective Date and all Partners were signatories thereto, (ii) nondelinquent taxes and assessments and (iii) liens and/or unpaid bills prior to delivery of the Offer Notice as to which all of the Partners were signatories and/or affect all of the Business (as opposed to solely affecting an individual Partner's undivided interest) (3) to the extent that the undivided interest is to be conveyed subject to any lien(s) or unpaid bills (other than nondelinquent taxes and assessments), the purchase price to be paid for the undivided interest shall be the value shown in the Offer Notice less the other Partner(s)' pro rata share of the balance of the obligations secured by such lien(s) and/or unpaid bills (4) costs incurred in connection with the escrow shall be shared between the Offeree Partner and the other Partner(s) in proportion to their respective undivided interests, (5) the purchase price shall be paid in full in cash at the closing, (6) proration of all income and expense from the Business to the close of escrow and, (7) such other provisions which are reasonable and appropriate to effectuate the conveyance of the interest in the business and delivery of the purchase price.

If, within the thirty (30) day period, the other Partner(s) fails to deliver to the Offeree Partner a Response Notice which evidences anything other than a unanimous decision to buy or sell, then the following shall apply:

7.1 If, within the thirty (30) day period, the Offeree Partner receives a Response Notice from less than all of the other Partner(s) which evidences a decision to buy the Offeree Partner 's interest in the Business, then the Offeree Partner shall sell the interest to such other Partners as provided above as if the Response Notice had been delivered by all of the other Partner(s). This paragraph shall apply even if, during the thirty (30) day period, the Offeree Partner receives from the remaining other Partners Response Notice of their willingness to sell their interests.

7.2 If, within the thirty (30) day period, the Offeree Partner receives Response Notice from less than all of the other Partner(s) that evidences a decision to sell their interests in the Business (and the Offeree Partner does not receive any other Response Notice from the remaining other Partners expressing a willingness to buy the Offeree Partners' interest), then the Offeree Partner shall have the option to do any of the following:

7.2.1 Purchase from such other Partners their interests in the Business in the same manner provided above for unanimous notice to sell and take no further action.

7.2.2 Purchase from such other Partners their interest in the Business in the same manner provided above for unanimous notice to sell and compel (by action for specific performance or otherwise) the remaining other Partners to sell to the Offeree Partner their interests in the Business in the same manner provided above for unanimous notice to sell.

7.2.3 After the date ten (10) years following the Effective Date, rescind the Offer Notice and commence an action for partition of the Property.

7.2.4 Rescind the Offer Notice and take no further action.

7.3 If, within the thirty (30) day period, the Offeree Partner receives no Response Notice from any of the other Partner(s), the Offeree Partner shall have the option to do any of the following:

7.3.1 Compel (by action for specific performance or otherwise) the other Partner(s) to sell to the Offeree Partner their interests in the Business in the same manner provided above for unanimous notice to sell.

7.3.2 Compel (by action for specific performance or otherwise) the other Partner(s) to purchase the Offeree Partner's interest in the Business in the same manner provided above for a notice by all other Partners evidencing a unanimous decision to buy the Offeree Partner's interest in the Property.

7.3.3 Rescind the Offer Notice and take no further action.

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Exhibit E

Sale of Premises by Landlord and Option to Purchase by Tenant.

At any time after six months from the date hereof, but not later than twenty-four months from the date hereof, Michael Chayrez (Manager), upon giving not less than 60 days notice in writing to Landlord (M. Lantzman or D. Canterman), may purchase the Property. The purchase price shall be $1,800,000. If the option is exercised, Landlord(s) and Chayrez will, within the 60-day notice period, execute and deliver a formal contract of sale which shall provide that the sale shall be all cash and that ten (10%) percent of such cash payment shall be paid upon the execution and delivery of the contract. The balance of the cash payment shall be made at the closing of title, which shall take place within 30 days from the date of the execution and delivery of the contract. The contract shall provide, among other things, that Chayrez shall take title subject to any liens and other encumbrances arising after the date hereof which results from Chayrez's act, contract, or agreement. Adjustment and prorations for rents, taxes, water and other utilities and insurance premiums are to be made as of the date of closing. The deed shall be by Special Warranty form for recording and shall be executed and acknowledged by Landlord at its expense, so as to convey to Chayrez the fee simple title to the Property, subject only to the conditions referred to above and all matters then of public record. This purchase price will include all fixtures and equipment in said premises, except those which are leased from third parties. Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

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RESTAURANT LEASE

1. PARTIES.

This Lease, dated as of this 1st day of June, 2007, is made by and between LH One LLC, an Nevada Limited Liability Company (herein called "Landlord") and L & M Holding Enterprises LLC. an Arizona Limited Liability Company (herein called "Tenant").

2. PREMISES.

Landlord does hereby Lease to Tenant and Tenant hereby Leases from Landlord that certain space (herein called "Premises"), containing approximately 10,698 square feet of floor area plus existing home and all existing furniture, fixtures and equipment all in an "As Is" condition. Said Premises are located in the City of Avondale, state of Arizona.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed. The parties agree the Premises are being leased in its "as is and where is" condition.

3. USE AND COMPETITION.

3. A. Use.

Tenant shall use the Premises for restaurant and bar, and shall not use or permit the Premises to be used for any other purpose unless agreed upon in writing by both the Landlord and Tenant.

4. MINIMUM RENT.

4. A. Payment.

Tenant agrees to pay to Landlord as minimum rent, without notice or demand, the monthly sum of **$12,000** in advance, on or before the first day of each and every successive calendar month during the term hereof, except the first month's rent shall be paid upon the execution hereof ("Base Rent"). Landlord shall have the right to demand that any payment required of Tenant herein be paid in the form of a cashier's check or certified funds.

Base Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. Said Base Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, and at such place as Landlord may from time to time designate in writing.

In the event that Tenant shall fail to pay Base Rent or any additional rent within five (5) days after the same has become due, Landlord shall be entitled to recover from Tenant five percent (5%) of the amount due as a late charge.

4. B. Increases.

The Base Rent shall be increased in accordance with the following rental schedule:

Year 1	$12,000, NNN
Year 2	$12,360, NNN
Year 3	$12,731, NNN
Year 4	$13,113, NNN
Year 5	$13,506, NNN
Year 6	$13,911, NNN
Year 7	$14,329, NNN
Year 8	$14,759, NNN
Year 9	$15,201, NNN
Year 10	$15,657, NNN

5. TERM.

The Lease term shall be 10 (TEN) full years plus any partial months commencing on the date the rental commences (herein "Temporary Commencement Date"). The parties shall enter into the agreement attached as Exhibit "D" when the actual commencement date (herein "Commencement Date") becomes known. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to the Lease term, i.e., construction, hold harmless, liability insurance, etc.; and the parties agree to be bound by these articles prior to commencement of the Lease term.

6. SECURITY DEPOSIT.

Concurrently with the Tenant's execution of this Lease, Tenant has deposited with Landlord the total sum of **$12,000.00 (Twelve Thousand).** Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof.

If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

7. ADJUSTMENTS

Tenant shall pay the NNN charges.

I. In addition to the Base Rent provided in Article 4 hereinabove, and commencing at the same time as any Base Rent commences under this Lease, Tenant shall pay to Landlord as additional rent the following items, herein called Adjustments:

(a) All real estate taxes on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes, which may be levied on rents, except Landlord's income taxes.

(b) If, at any time during the term of this Lease, the State or any political subdivision of the State, including any county, city, city and county, public corporation, district, or any other political entity or public corporation of this State, levies or assesses against Landlord a tax, fee or excise on rents, on the square footage of the Premises, on that act of entering into the Lease, or the occupancy of Tenant, or levies or assesses against Landlord any other tax, fee or excise, however described, including without limitation a so-called value added tax, as a direct substitution in whole or in part for, or in addition to any real property taxes, Tenant shall pay before delinquency that tax, fee or excise. Tenant's share of any such tax, fee or excise shall be additional Tenant's real property taxes as provided in this Lease.

(c) Tenant shall not be in default under this Lease for nonpayment of such taxes if Tenant deposits funds with Landlord.and Landlord fails to pay the property taxes. The amount of such deposit shall be sufficient to pay the assessed real property taxes plus a reasonable estimate of the interest, costs, charges and penalties which may accrue if Tenant's action is unsuccessful, less any applicable tax impounds previously paid by Tenant to Landlord. The deposit shall be applied to the real property taxes due, as determined at such proceedings. The real property taxes shall be paid under protest from such deposit if such payment under protest is necessary to prevent the Property from becoming subject to any proceedings leading to a "tax sale" or similar enforcement proceeding.

8. TRADENAME.

Tenant shall conduct business under the trade name: Raul & Theresa's and no other without prior written consent of Landlord, except that Tenant shall have the right to change the trade name under which it is operating in the Premises in conjunction with any corporate-wide change of trade name.

9. COMPLIANCE.

9. A. Compliance with Law

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law,

statute, ordinance or governmental rule, regulation or requirement shall be conclusive of that fact as between the Landlord and Tenant.

9. B. Environmental Compliance

Tenant will not dispose of, generate, manufacture, process, produce, release, store, transport, treat, or use, nor will it permit the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment, or use of Hazardous Materials (other than Minimis Amounts) on, under, or about the Premises. In that connection, Tenant agrees that Tenant will comply and cause all of its Related Parties to (a) comply with all Environmental Laws; (b) obtain and maintain or cause to be obtained and maintained all permits, licenses, and approvals required under Environmental Laws or otherwise relating to Hazardous Materials; and (c) comply with all conditions and requirements of such permits, licenses, and approvals. As used in this Section 9.5, certain capitalized terms are defined as follows:

(a) De Minimis Amounts: means Hazardous Materials (i) being stored for future use on the Premises or (ii) being used on the Premises in such quantities that as to (i) and (ii), (A) do not constitute a violation of any Environmental Law, and (B) are customarily employed in, or associated with similar businesses as operated by Tenant. De Minimis Amounts does not include Hazardous Materials being disposed of, generated, manufactured, processed, produced, released, transported, or treated.

(b) Environmental Law: means any federal, state or local law, statute, ordinance, or regulation pertaining to the regulation or protection of the environment, including, without limitation, ambient air, soil, groundwater, and surface water.

(c) Hazardous Materials: means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health of the environment, including those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in, or otherwise regulated by, any Environmental Law.

10. ALTERATIONS AND ADDITIONS.

10. A. Consent of Landlord Required.

Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, which shall not be unreasonably withheld. Tenant shall not perform or permit to be performed any work which requires penetration of the roof without the express written consent and under the supervision of the Landlord. Tenant acknowledges that Tenant's breach of this provision shall subject it to payment of damages to Landlord for replacement of all or a portion of the roof. Any alterations, additions, or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, signs or signage, interior or exterior, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises caused by such removal.

10. B. Improvement Plan.

In connection with any such alterations, additions or improvements and as a condition to obtaining the consent of Landlord thereto, Tenant shall deliver to Landlord (such delivery to occur within fifteen (15) days of this Lease as to any such improvements proposed to be made by Tenant upon commencement of this Lease) a drawing setting forth those improvements proposed to be made by Tenant. If Landlord approves Tenant's drawing, Tenant shall prepare Improvement Plans consisting of reasonably detailed plans and specifications incorporating the improvements as shown on the drawing and an itemized cost breakdown for those improvements. The Improvement Plans shall be submitted to Landlord for its approval which Landlord shall give if the Improvement Plans conform to the improvements shown on the drawing. If requested by Landlord, Tenant shall also provide for the completion thereof in the form of a bond in an amount of 1 ½ times the cost of such improvements or other security satisfactory to Landlord.

10. C. Free of Liens.

Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the Premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord, pursuant to Article 13 of this Lease. Tenant shall give Landlord at least ten (10) days' prior written notice of the commencement of any work on the Premises. Landlord may elect to record and post notices of non-responsibility on the Premises.

10. D. Hold Harmless.

Tenant shall hold the Landlord and the Premises and every party thereof free and harmless from and against any and all liability, damage, claims, demands, suits, actions or expense (including attorney's fees) arising out of any work done on or about the Premises by Tenant, its employees, representative, successors and assigns at or on behalf of Tenant.

11. MAINTENANCE OF PREMISES.

11. A. Maintenance by Tenant.

Tenant shall at all times keep all portions of the Premises, (not specified to be maintained by Landlord under paragraph 14.B of this document) including maintenance of exterior entrances, all glass and show windows and their moldings and all partitions, doors, door jambs, door closures, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing, and plumbing fixtures, and any air conditioning system, including leaks around ducts, pipes, vents, or other parts of the air conditioning, heating or plumbing systems which protrude through the roof) and any replacements thereof, in good order, condition and repair. Such maintenance shall include reasonable periodic interior painting and preventative maintenance as determined by Landlord. All work done by Tenant on the roof or building structure shall be done by a contractor approved by Landlord and in conformance to any building or roof warranty.

Tenant shall also repair any damage to the structural portions of the roof and Premises including structural portions thereof resulting from Tenant's negligent acts or omissions or anyone acting or claiming under Tenant as a result of the failure of Tenant or anyone claiming under Tenant, to perform or observe the covenants or conditions in this Lease contained or resulting from alterations, additions or improvements to the Premises made by Tenant or anyone claiming under or acting through Tenant. If required by Landlord, Tenant shall contract with a service company for the maintenance of heating, ventilating and air-conditioning equipment, with a copy of the service contract to be furnished to the Landlord within ten (10) days after opening for business, and a copy of any subsequent contracts to be furnished from time to time during the term. At Landlord's option, Landlord may maintain the heating, ventilating and air-conditioning equipment servicing the Premises and include the cost thereof in the common area charges or bill the cost thereof directly thereof to the Tenant.

11. B. Maintenance by Landlord.

If Tenant refuses or neglects to properly maintain or repair the Premises as required hereunder and to the reasonable satisfaction of the Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to the Tenant or any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business thereof, and upon completion thereof. Tenant shall pay Landlord's cost for making such repairs plus fifteen percent (15%) thereof for overhead, upon presentation of a bill therefore, as additional rent. Landlord shall maintain at Landlord's expense the structural portions of exterior walls only.

11. C. Surrender of Premises.

At the expiration of the tenancy hereby created, Tenant shall surrender the Premises in the same condition as the Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted but only to the extent that the same is covered by Landlord's fire insurance policy with extended coverage endorsement, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures, and if requested by Landlord, any alterations, additions or improvements, before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform the covenant shall survive the expiration or other termination of the term of the Lease.

12. LIENS.

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens, whatsoever, including, but not limited to those liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one-and-one-half (1-1/2) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanic's and materialmen's liens and to insure completion of the work.

13. ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.

A. Tenant shall not, without Landlord's prior written consent, do any of the following (collectively, "Transfer"):

1. Assign, hypothecate, mortgage, encumber or convey this Lease;

2 Allow any transfer thereof or any lien upon Tenant's interest by operation of law;

3. Sublet the Premises or any part thereof without the written permission of the Landlord;.

4. Permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant excluding existing Mobile Home situated on premises;

5. If Tenant is a partnership, permit a withdrawal or change, voluntary or by operation of law, of any partner or the dissolution of the partnership; or

6. If Tenant is a corporation (whose stock is not traded through an exchange or over the counter), permit any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of any controlling percentage of the capital stock of Tenant, or the sale of more than an aggregate of twenty-five percent (25%) of the value of the assets of Tenant. As used herein, "controlling percentage" means the ownership of, and the right to vote, stock possessing more than an aggregate of twenty-five percent (25%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors.

B. If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord at least thirty days before the date of the contemplated assignment:

1. The proposed sublease or assignment or other transfer agreement or instrument evidencing the Transfer, together with a full written disclosure of all consideration given or to be given to Tenant in connection with such Transfer; and

2. Any other item or information Landlord may reasonably request, sufficient to permit Landlord to determine the acceptability of the financial responsibility, experience, character and merchandising ability of transferee.

C. Landlord shall not unreasonably withhold its consent except that such consent need not be granted if:

1. In the reasonable judgment of Landlord the transferee is of a character or is engaged in a business which is not in keeping with the standards.

2. In the reasonable judgment of Landlord the financial responsibility of the transferee is not acceptable;

3. In the reasonable judgment of Landlord any purpose for which the transferee intends to use the Premises is not in keeping with the standards of the Landlord, provided in no event may any purpose for which transferee intends to use the Premises be in violation of this Lease (except the present use, if a new use is permitted by Landlord);

4. In the reasonable judgment of Landlord the volume of business to be conducted by the transferee will be less than that conducted by Tenant; or

5. Tenant is in default under this Lease.

D. In the event Landlord consents to a Transfer, Tenant shall pay Landlord seventy-five percent (75%) of the excess, of any of the rent and other charges reserved in such Transfer over the allocable portion of the rent and other charges hereunder for that portion of the Premises subject to such Transfer. For the purpose of this section, the rent reserved in such Transfer shall be deemed to include any lump sum payment or other consideration given to Tenant in consideration for such Transfer, which shall include the consideration received by Tenant for the sale of Tenant's business. Tenant shall pay or cause the transferee to pay to Landlord this additional rent together with the monthly installments of rent due hereunder.

E. Any consent to any Transfer which may be given by Landlord, or the acceptance of any rent, charges or other consideration by Landlord from Tenant or any third party, shall not constitute a waiver by Landlord of the provisions of this Lease or a release of Tenant from the full performance by it of the covenants on the part of Tenant herein contained; and any consent given by Landlord to any Transfer shall not relieve Tenant (or any transferee of Tenant) from the above requirements for obtaining the written consent of Landlord to any subsequent Transfer.

F. For each requested Transfer, Tenant shall pay to Landlord, as reimbursement for expenses incurred, all out-of-pocket expenses incurred by Landlord in connection therewith, including attorneys' fees and such amount shall be a minimum of $1,000 per occurrence.

G. If a default under this Lease should occur while the Premises or any part thereof are then assigned, sublet or otherwise transferred, Landlord, in addition to any other remedies provided herein or by law, may at its option collect directly from such transferee all rent or other consideration becoming due to Tenant under such Transfer and apply such rent or other consideration against any sums due to Landlord; by Tenant hereunder; and Tenant hereby authorizes and directs any such transferee to make such payments of rent or other consideration direct to Landlord upon receipt of notice from Landlord.

No direct collection by Landlord from any such transferee shall be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the further performance of its

obligations in connection with this Lease, nor shall it be construed in any way to alter the type of Transfer (i.e., sublease or assignment).

H. Any sublease shall provide by its terms that at Landlord's election the subtenant shall attorn to Landlord and the sublease shall become a direct Lease between Landlord and the subtenant, if Landlord so chooses, at the termination of the Lease. All subrents are hereby assigned as security for the payment of Tenant's obligations hereunder and Tenant agrees to execute such additional documentation as may be necessary to perfect Landlord's security in such subrents.

I. No merger shall result from Tenant's sublease of the premises, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sub-Landlord thereunder.

J. Landlord shall be able to assign Lease or any interest therein without restriction.

14. HOLD HARMLESS.

Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's gross negligence or willful misconduct; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence or willful misconduct of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises and Tenant accepts the premises in an "AS IS" condition.

15. SUBROGATION.

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any additional endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

16. INSURANCE.

16. A. Liability Insurance.

Tenant shall, at tenant's expense, obtain and keep in full force during the term of this Lease a policy of Commercial General Liability Insurance (also known as Comprehensive General Liability Insurance) insuring Landlord and Tenant against all liability arising out or of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. **Such insurance shall be in the amount of not less than $2,000,000.00 (Two Million Dollars)** combined single limits for bodily injury and property damage per occurrence. The aggregate limit of such policy, if any, shall be endorsed to apply on a per location basis. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy provided that such insurance shall name the Landlord as additional insured per form CG 20 11 or equivalent. Said insurance shall also be endorsed to apply on a primary basis and any insurance carried by the Landlord shall apply on an excess, non-contributory basis. **Tenant shall obtain a separate insurance policy in an amount not less than $2,000,000 (Two Million Dollars)** to cover the indemnity obligation of Tenant provided in Section 14, including but not limited to any product liability or dram shop liability should Tenant serve or sell alcoholic beverages. No policy of insurance as required by this section shall be materially altered or cancelled without 30 days written notice to Landlord. All insurance required hereunder shall be obtained from carriers acceptable to Landlord and must carry a rating of "A" minus 7 or better in the A.M. Best Key Rating Guide.

Tenant shall deliver to Landlord, prior to right of entry, certificates of insurance with all applicable endorsements naming Landlord as additional insured with applicable clauses evidencing coverage complying with this and any other Insurance section of this Lease. Should Tenant fail to

comply with this or any other Insurance section of this Lease, Landlord may, but shall not be obligated to purchase, at Tenant's expense, any coverage required under the terms of the Lease.

16. B. Fire Insurance Premium.

Landlord shall maintain fire and extended coverage insurance or any other insurance coverage deemed necessary by Landlord or Landlord's lender throughout the term of this Lease in an amount equal to at least ninety percent (90%) of the replacement value (exclusive of foundation and excavation costs) of the Premises and/or Building of which Premises are a part. Tenant agrees to pay Landlord a pro rata share of the cost of said fire and extended coverage insurance that may be charged during the terms of this Lease. This pro rata share will be paid monthly in advance as specified in Article 7. In determining the Tenant's pro rata share of the premium for said insurance for the Premises a schedule issued by the organization making the insurance rate on the Premises, showing the various components of such rates, shall be conclusive evidence of the charges that make up the fire insurance rate on the Premises. Tenant shall, at its own expense, comply with all the requirements of the insurance underwriters and any governmental authority having jurisdiction thereover, necessary for the maintenance of reasonable fire and extended coverage insurance for the Premises including the installation of fire extinguishers or an automatic dry chemical extinguishing system.

During the Lease Term, Landlord shall also maintain rental income insurance as part of the above policy, in an amount equal to one year's Base Rent, estimated real property taxes and insurance premiums and other estimated additional charges thereunder.

16.C. Tenant Improvements.

Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease full replacement value insurance coverage on Tenant's fixtures, furniture, equipment, and building improvements, naming Landlord as loss payee with respect to building improvements and other appropriate items.

In the event Tenant fails to obtain or maintain such insurance, Landlord may, at Tenant's expense, obtain insurance coverage for building improvements and other appropriate items installed by Tenant in or on the Premises. Tenant shall, at Tenant's expense, maintain such primary or additional insurance on its fixtures, equipment and building improvements, as Tenant deems necessary to protect its interest.

16.D. Landlord's Right to Obtain Insurance on Behalf of Tenant.

If Tenant should fail to procure and maintain any of the above-referenced insurance required to be obtained by Tenant, Landlord, at its option, may obtain said insurance and charge Tenant as Additional Rent the insurance premium cost.

17. UTILITIES.

Tenant shall pay for all water, gas, heat, light, power, sewer charges initial tap in connection, impact and development fees, specifically related to this tenant, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon

18. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

19. HOLDING OVER.

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of one hundred fifty percent (150%) of the last Monthly Base Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy. No holding over by tenant beyond the term of the Lease shall create an extension to the Lease or prevent landlord from exercising its right to obtain possession of the premises. Tenant shall indemnify Landlord against all claims for damages as a result of such holdover.

20. ENTRY BY LANDLORD.

Landlord reserves, and shall at any and all times have, the right, within a 48 hour notice, to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may

for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. Landlord shall have the right to use any and all means which Landlord may deem proper to open the door(s) to the Premises and in the Premises in an emergency, in order to obtain entry without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances by constructed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

21. TENANT'S DEFAULT.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

21. A. The vacating or abandonment of the Premises by Tenant.

21. B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after the due date, without the written consent of the Landlord.

21. C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 21.B, above, where such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than five (5) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said five (5) day period and thereafter diligently prosecutes such cure to completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease.

The notices required by this Article 21 are intended to satisfy any and all notice requirements imposed by law on Landlord and are not in addition to any such requirements.

21. D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition filed against Tenant and the same is not dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of any of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

21. E. Assignment of Lease or sublet of the premises in violation of Article 13 herein.

22. REMEDIES IN TENANT 'S DEFAULT.

Landlord shall have the following remedies if Tenant commits a default or breach of this Lease. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law:

22. A. Landlord can continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commission, expenses of remodeling the Premises required by the reletting, and like cost. Reletting can be for a shorter or longer period than the remaining term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease.

If Landlord elects to re-let the Premises as provided in this paragraph, rent that Landlord receives from reletting shall be applied to the payment of:

First, any indebtedness from Tenant to Landlord other than rent due from Tenant;

Second, all costs, including for maintenance, incurred by Landlord in reletting;

Third, rent due and unpaid under this Lease. After deducting the payments referred to in this paragraph, any sum remaining from the rent Landlord receives from reletting shall be held by Landlord and applied in payment of future rent as rent becomes due under this Lease. In no event shall

Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this Lease, the rent received from the reletting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including costs for maintenance, Landlord incurred in reletting that remain after applying the rent received from the reletting as provided in this paragraph.

22. B. Landlord can terminate Tenant's right to possession of the Premises at any time upon any breach pursuant to the provisions hereof. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(1) The worth, at the time of the award of the unpaid rent (including but not limited to minimum monthly rent, percentage rent and adjustments that has been earned at the time of termination of this Lease;

(2) The worth, at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of loss of rent that Tenant proves could have been reasonably avoided;

(3) The worth, at the time of the award of the amount by which the unpaid rent from the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(4) Any other amount and court costs necessary to compensate Landlord for all detriment proximately caused by Tenant's default including but not limited to any percentage rent which Tenant could reasonably be expected to have paid for the remainder of the lease term, less the amount of such rental loss Tenant proves could be reasonably avoided.

"The worth at the time of the award," as used in (1) and (2) of this paragraph, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at time of the award, as referred to in (3) of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

22. C. If Tenant is in default of this Lease, Landlord may pursue all rights and remedies of Landlord, which shall be cumulative, and shall be in addition to any and all rights provided as law or equity.

22. D. Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord, at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from the Tenant to Landlord at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with the interest on it, shall be additional rent.

22. E. Rent not paid when due shall bear interest as additional rent at eighteen percent (18%) per annum from the date due until paid.

23. LANDLORD'S DEFAULT.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or gross negligence of the Landlord, the Landlord shall not be deemed in default with respect to the performance of any such terms, covenants and conditions of this Lease if any failure of performance shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulation or controls, inability to obtain any material, service or financing, rain or muddy condition, or other Act of God or any other cause beyond the control of the Landlord.

24. RECONSTRUCTION.

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Base Rent from the date of damage and while such repairs are being made, such proportionate reductions to be based upon the extent to which the damages and making of such repairs shall reasonably interfere with the business carried on by

the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction is less than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost then Landlord shall have the option; (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Base Rent to be proportionately reduced as hereinabove in this Article provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Base Rent, reduced by a proportionate reduction, based upon the extent, if any to which such damage interfered with the business carried on by the Tenant in the Premises shall be paid up to date of said such termination.

Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

25. EMINENT DOMAIN.

25. A. Total Condemnation.

If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date.

25. B. Partial Condemnation.

If all or any portion of the Premises is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the floor area of the Premises is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, whichever occurs first, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Premises not taken, except that the Base Rent shall be reduced in proportion to the reduction in the floor area of the Premises.

25. C. Partial Condemnation of Parking Area.

If any part of the parking area shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose and if, as the result of such partial taking the ratio of square feet of parking area to square feet of the sales area of the entire buildings is reduced to an area insufficient to serve the premises, then the term of this Lease shall cease and terminate from the date of title vesting in such proceeding, unless the Landlord shall within a reasonable time, not to exceed ninety (90) days after possession by the condemning authority, increase the parking to an area substantially equal to the original area, in which event this Lease shall be unaffected and remain in full force and effect as between the parties.

25. D. Landlord's Damages.

In the event of any condemnation or taking as hereinabove provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof, including right or claim for the value of any unexpired term of this Lease or diminution in value of Tenant's leasehold interest, or for the value of any option to extend the term hereof or renew this Lease.

25. E. Tenant's Damages.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation or for or on account of any cost or loss to which Tenant might incur or be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment. In no event shall the award thereof reduce the amount otherwise recoverable by Landlord for the land and buildings and severance damages.

26. GENERAL PROVISIONS.

(i) Plats and Riders.

Clauses, plats, riders, exhibits and addenda, if any, affixed to this Lease are a part hereof.

(ii) Waiver.

The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a wavier or any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such rent.

(iii) Joint Obligation.

If there be more than one Tenant the obligations hereunder imposed shall be joint and several.

(iv) Marginal Headings.

The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

(v) Time.

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(vi) Successors and Assigns.

Except as limited by Article 14 hereof, the covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(vii) Recordation.

At the close of Escrow a memorandum of Option will be recorded.

(viii) Quiet Possession.

Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

(ix) Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Base Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

(x) Prior Agreements.

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

Tenant acknowledges that all covenants and conditions regarding the Premises and Tenant's occupancy thereof are express written covenants and conditions and that there are no implied covenants or conditions. Tenant further acknowledges that all terms contemplated by the parties are embodied in this Lease.

(xi) Inability to Perform.

This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, act of God, or any other cause beyond the reasonable control of the Landlord.

(xii) Partial Invalidity.

Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(xiii) Cumulative Remedies.

No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(xiv) Choice of Law.

This Lease, and any controversy arising there from, shall be adjudicated and governed in and by the laws of the County and State in which the Premises are located.

(xv) Attorney's Fees.

In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including cost of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

(xvi) Sale of Premises by Landlord and Option to Purchase by Tenant.

N/A

(xvii) Subordination, Attornment.

Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed or trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under the Lease.

The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

Upon request of Landlord, Tenant will provide Landlord with current financial statements for Landlord's use in the sale or refinancing of the Shopping Center.

(xviii) Notices.

All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by either party shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises and to the Landlord to the addresses herein below, or to such other place as Tenant may from time to time designate in a notice to the Landlord at the address set forth herein, and to such other persons or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at: LH One LLC

11696 Sorrento Valley Road, Suite 201

San Diego, CA 92121

Attn: Lease Administrator

Phone: 858-720-0229 Fax: 858-720-0556

To Tenant at Premises and:

Michael Chayrez

2071 North 132nd Drive

Goodyear AZ 85338

Phone: 602-558-2208 602-935-3744

The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery or express delivery service, or the date of deposit in the mail, if the notice is sent through the United States mail. Notice is deemed to have been received on the date on which the notice is delivered, if notice is given by personal delivery or express delivery service, or three (3) days after deposit in the mail, if the notice is sent through the United States mail.

(xix) Tenant's Statement.

Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to

which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, (c) setting forth the date of commencement of rents and expiration of the term hereof and all such other matters as Landlord may request. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

(xxi) Option. See 35 xvi (above)

(xxii) Equal Bargaining Power And Free Negotiation.

Tenant acknowledges that Tenant has been provided with the advice and opportunity to have this Lease reviewed by legal counsel of Tenant's choice, prior to entering into this Lease. Tenant further acknowledges that Tenant has had the opportunity to negotiate the terms of this Lease with Landlord, and/or Landlord's agents, and that all final terms of this Lease have been subject to negotiation.

Tenant further acknowledges that Tenant is engaged in a commercial enterprise and has dealt with Landlord in an arm's-length business transaction between two commercial enterprises.

(xxiii) Corporate Authority; Partnership Authority.

If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership, each person signing this Lease for Tenant represents and warrants that he is a general partner of the partnership, that he has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded Statement of Partnership or Certificate of Limited Partnership.

Failure of Tenant to deliver to Landlord any document required by this paragraph, shall not affect Tenant's representation regarding the authority of the party who has signed this Lease on behalf of Tenant.

(xxiv) Personal Guaranty.

Notwithstanding anything contained herein to the contrary, the principal(s) shall execute, as part of the consideration for entering into this Lease, a personal guarantee in the form attached hereto as Exhibit "G".

(SIGNATURE BLOCK TO FOLLOW)

CONSULT YOUR ATTORNEY:

If this Lease has been filled in, it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the broker, if any or Landlord other than provided herein, or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Lease.

LANDLORD	TENANT
LH ONE LLC A Nevada) Limited Liability Company	L & M Holdings Enterprises LLC. An Arizona Limited Liability Company
By: Marc Lantzman Marc Lantzman, Managing Member Its: Authorized Signer	By: _____ Michael Chayrez, Managing Member Its: Authorized Signer

Landlord's Initials ML Tenant's Initials _____

EXHIBIT "A"

LEGAL DESCRIPTION AND SITE PLAN

(INSERT LEGAL)

EXHIBIT "D"

COMMENCEMENT DATE

Landlord and Tenant hereby agree that the Commencement Date shall be June 1, 2007.

In the event that the parties hereto fail to complete the commencement date, above, the Commencement Date shall be the date on which rental shall commence, pursuant to Article 5. of the Lease.

'07 JUN 1 LIC. AS 81

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

RESTAURANT OPERATION PLAN

LICENSE # 12077172

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

Grill	SEE Attached
Oven	
Freezer	
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	
Other	

2. Print the name of your restaurant: Raul AND Theresa's Restaurant

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 [191]

   b. **Bar area** of your premises [+ 36]

   c. **Total area** of your premises [227]

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 10 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 70 %

***Disabled individuals requiring special accommodations, please call the Department.**

Lic0114 05/2004

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RAUL & THERESA'S RESTAURANT
EQUIPMENT LIST

KITCHEN

Wells Mfg Mod 1000 Steam Table	(2) Pitco Frialator Deep Fat Fryers
(2) American Range 4 Burner Gas Ranges	(2) Imperial Deep Fat Fryers
US Range Dual Oven Flat Grill Top	American Range Dual Oven Flat Grill/4 Burner Gas Range
Large Capacity 2 Burner Gas Range	Triple Sink plus Rinse Basin
True Manufacturing Mod 6DM-12 1 Door Cooler	(2) Walk-In Coolers 10' x 6' 13' x 8'
Dixie Narco Mod R409A 1 Door Cooler	Beverage Air Mod KR74-1AS 3 Door Refrigerator
Victory Mod FAA-2D-59 2 Door Freezer	McCall Mod 7-7045FTC 2 Door Freezer
Polar Pak Mod 17430-S 12 x 12 x 1 ½ Freezer	White Westinghouse Mod MFUZ1M4A 20 cu in Upright Freezer
Beverage Air Mod MT21 1 Door Cooler	Wells Mfg Mod RW-4 Food Warmer

'07 JUN 1 1 4P.1:C 8M 9:29

OLD BAR

Beverage Air Mod R404A 3 Door Cooler	Small Quadruple Sink
(2) Single Basin Sinks	(3) Stools at Bar

NEW BAR

(3) Apex 27" Televisions	Direct TV Satellite System
Beverage Air Mod R404A 3 Door Cooler	Small Triple Sink
(4) Bar Tables – 6 Chairs ea	(2) Tables – 4 Chairs ea
(6) Stools at Bar	

RAUL & THERESA'S RESTAURANT
EQUIPMENT LIST

RESTAURANT

(2) GE 27" Televisions	(1) Apex 27" Television
(1) Table – 2 Chairs ea	(7) Tables – 3 Chairs ea
(26) Tables – 4 Chairs ea	(4) Tables – 5 Chairs ea
(4) Tables – 7 Chairs ea	(2) Tables – 8 Chairs ea
Beverage Air Mod MT-4513 2 Door Cooler	(2) Vollrath Mod 38005 Food Warmer for Buffets

AUTOMATED ORDERING SYSTEM

(4) Micros Terminals (2) Printer Terminals Software: Micros Version 3.0.24.8	HP Pentium III Server HP Laserjet Printer

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HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES
MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, 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 used during the audit period
4. A price list for alcoholic beverages 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
10. General Ledger
    A. Sales Journals/Monthly Sales Schedules
       1) Daily sales Reports (to include the name of each waitress/waiter, 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

'07 JUN 1 LIQ. LIC. AM 9:28

RAUL & THERESA'S

Arizona's Finest

Mexican & American Food

Since 1968

ACTIN 1 Lic. Lic. MB 03

Welcome to Raul & Theresa's

Watch For Our Daily Specials

APPETIZERS

Appetizer Platter (for 3 people)	$13.00
3 Mini Beef Tacos, 3 Mini Beef Chimi's, 3 Mini Bean Tostadas and a side of beans.	
Appetizer Platter (for 4 people)	$15.00
4 Mini Beef Tacos, 4 Mini Beef Chimi's, 4 Mini Bean Tostadas and a side of beans.	
Small Pizza	$4.75
Mexican Turnover Pizza (Shredded Beef or Chicken) ...$7.50.... Carne Asada	$8.50
Mexican Pizza	$6.50
Cheese Crisp	$4.00
Green Chili Cheese Tortilla	$6.50
Nachos	$5.25
Nachos with Beans & Green Chili	$6.50
Guacamole Dip	$2.50
Sour Cream	$2.50
Queso Dip (Cheese Dip) ...$4.50..... With Shredded Beef	$5.50

COMBINATION DINNERS

#20	Theresa's Special over Rice & Tortilla (Diced beef w/jalepenos, tomatoes, crushed Chili's, yellow peppers, green chili strips & onions)	$7.50
#21	1 Cheese Enchilada, 1 Beef Taco, 1 Bean Tostado, Rice & Beans	$9.25
#22	2 Cheese Enchiladas, 1 Beef Tamale, 1 Beef Taco, Rice & Beans	$9.50
#23	1 Cheese Enchilada, 2 Beef Tacos, Rice & Beans	$9.25
#24	2 Green Sour Cream Enchiladas, Rice & Beans	$9.25
#25	2 Chiles Rellenos, Rice, Beans & Tortillas (Omelet Style)	$9.25
#26	Red Chile Con Carne, Rice, Beans & Tortilla	$9.25
#27	Green Chile Con CArne, Rice, Beans & Tortillas	$9.25
#28	2 Sonora Enchiladas, Rice & Beans (Corn Patties w/red chili sauce, onions & green olives on top)	$8.75
#29	Nopalitos, (Prickly Pear Cactus) Beans & Tortilla, Choice w/Red Chile	$8.75
#30	Chorizo w/Eggs, Tortilla & Beans	$7.75
#31	Shrimp Ala Mexicana, Rice Beans & Tortilla	$10.40
#32	Spanish Steak w/Beans, Salad & Tortilla	$11.35
#33	Fried Shrimp Ala Tampiquena (Cheese Enchilada) w/Rice, Beans & Tortilla	$12.40
#34	Pollo Asado, w/Salad, Beans, Potatoes, & Tortillas	$10.40
#35	Shrimp Fajitas, Rice, Beans & Tortillas	$11.75
#36	2 Chile Rellenos, w/Ground Beef, Rice, Beans & Tortillas (Omelet Style)	$10.00
#37	1 Cheese Enchilada, 1 Green Burrito, Rice & Beans	$9.25
#38	1 Green or Red Burrito, Rice & Beans	$8.25
#39	1 Cheese Enchilada, 1 Beef Taco, 1 Beef Flauta	$8.25
#40	Shrimp a la Mexican Over Rice & Tortilla	$9.50
#41	2 Mini Machaca Burros, Rice & Beans	$9.25
#42	Huevos Rancheros, Beans & Tortilla	$7.50

NO SUBSTITUTIONS PLEASE

JUN 07

Open 7 Days a week

HOURS: Monday thru Thursday 10:00 a.m. to 10:00 p.m. - Friday, Saturday and Sunday 7:00 a.m. to 10:00 p.m.

FROM THE GRILL

8 oz. New York Steak with French Fries, Beans, Salad & Tortilla or Bread	$12.00
10 oz Ribeye with French Fries, Beans, Salad & Tortilla or Bread	$13.00
14 oz T-Bone Steak with French Fries, Beans, Salad & Tortilla or Bread	$14.00
2 Pork Chops with French Fries, Beans, Salad & Tortilla or Bread	$10.50
Carne Asada (Skirt Steak) with Rice, Beans, Guacamole & Tortilla	$10.40
Carne Asada a la Tampiquena (Cheese Enchilada w/Rice, Beans, Guacamole & Flour Tortilla)	$11.30
Carne Adobada with Rice, Beans, Guacamole & Tortilla (Pork Steak Marinated in Chili Sauce)	$11.30
Carne Seca Machaca with Beans & Tortilla	$10.30
Pollo Asada with Salad, Beans, French Fries & Tortilla	$10.40
Hamburger and French Fries	$6.50
Cheeseburger and French Fries	$6.75
Hot Ham & Cheese with French Fries	$6.75
Torta De Carne Asada or Chicken	$6.50

HOUSE SPECIALS

Theresa's Special.....Plain.....$6.50.....E/S	$7.50
Diced Beef w/jalepenos, tomatoes, crushed chilis yellow peppers, green chili strips & onions	
Grand Pa Taco w/Rice & Beans	$7.80
Steak Picado w/Rice, Beans & Tortilla	$10.25
Fried Shrimp w/French Fries, Beans & Salad	$11.75
Fajitas w/Rice, Beans & Tortilla (Beef or Chicken)	$11.50
1/2 Beef & Chicken Fajitas w/Rice, Beans & Tortilla	$11.50
1/2 Shrimp & 1/2 Beef Fajitas w/Rice, Beans & Tortilla	$11.75
Shrimp a la Mojo w/Rice, Beans & Tortilla	$11.00
Steak Sandwich	$6.00
Parrillada	$30.00

CHIMICHANGAS Served w/Guac & Sour Cream

Red, Green or Beef	$6.75
Chicken	$7.25
Machaca	$7.50
Shrimp	$8.50

TACOS

Carne Asada	$3.25
Shredded Beef, Ground Beef or Chicken	$2.75
3 Rolled Taquitos w/Guacamole (Soft)	$6.00
Shrimp Taco	$3.50
3 Rolled Chicarrons Taquitos (Soft)	$6.00

ENCHILADAS

Cheese	$2.00
Beef or Chicken	$3.25
Sonora	$3.50
Sour Cream Or Green	$3.25
Shrimp	$3.75

BURROS

Red or Green	$5.25
Bean & Cheese	$3.75
Mixed	$5.25
Machaca	$5.25
Beef	$5.25
Chorizo & Eggs	$5.50
Machaca & Eggs	$5.50
Chicken	$5.50
Carne Asada	$5.75
Chicarrons	$5.75
Carne Seca	$5.75
Shrimp	$6.75

TOSTADAS

Bean	$2.75
Beef	$3.25
Guacamole	$3.25
Green Chili	$3.25
Shrimp	$3.75
Carne Asada	$3.00

FLAUTAS Served w/Guac & Sour Cream

Beef, Chicken or Machaca	$3.25

CHILD'S MENU

Mini Beef Taco, Mini Cheese Enchilada, Rice & Beans	$5.25
Mini cheese Enchilada, Mini Bean Tostada, Rice & Beans	$5.25
Chicken Nuggets with French Fries	$5.25

10% Off Lunch

SIDE ORDERS

Chili Rellenos (Omelette Style)	$3.25
Rice or Beans	$1.80
Tamale Plain or w/Sauce	$2.75
3rd Bowl of Chips	$1.25
3 Fried Jalepeño	$1.00

SOUP

Red or White Menudo	Sm $5.00	Lg	$5.75
Shrimp			$8.50
Albondigas	Sm $3.50	Lg	$4.50*
Caldo Cosido			$5.50
Special (Menudo) Serving of 6			$30.00

TO GO ONLY

SALAD

Mexican Hat Salad	Sm. $4.25	Lg	$7.50
Guacamole Salad	Sm. $4.25	Lg	$7.50
Dinner Salad			$3.25

DRINKS

Coffee (Free Refills)	$1.25
Ice Tea (Free Refills)	$1.75
Coke	$1.90
Diet Coke	$1.90
Fanta Orange	$1.90
Minute Maid Lemonade	$1.90
Fanta Strawberry	$1.90
Mr. Pibb	$1.90
Raspberry Ice Tea	$1.90
Sprite	$1.90

Margarita	$5.00
Pitcher of Margaritas	$13.00
Domestic Beer	$3.00
Corona (Imported)	$3.75
Corona Lite (Imported)	$3.75
Tecate (Imported)	$3.75
Pacifico (Imported)	$3.75
Modelo - Especial or Negra	$3.75
Dos XX - Amber or Lager (Imported)	$3.75
Michelob	$3.00
Michelob Light	$3.00
Ultra Light	$3.00
Bud	$3.00
Bud Lite	$3.00
	$3.00

Wine

White Zinfandel, Burgundy, Chablis or Blush

Desserts

Sopapias	$2.50
Flan	$2.50
Fried Ice Cream	$2.50
Churros	$2.50

*30 ¢ extra per order on all orders to go
*60 ¢ extra for fried
*75 ¢ extra for e/s

Parties of 8 or more add 15% gratuity.
No separate checks on parties of 8 or more.

We Also Cater

519 Main Street (Highway 85) Avondale, Arizona

Call In For Your Order

(623) 932-1120 or fax in your order (623) 932-4009

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

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

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

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # 12077172 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) P1055047

1. **Check appropriate box** →

☐ Owner ☐ Partner ☑ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) **Licensee or Agent must complete # 25 for a Manager**	☐ **Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25**

2. Name: Chayrez (Last) Michael (First) _____ (Middle) Date of Birth: _____ **(This Will Not Become a Part of Public Records)**

3. Social Security Number: _____ **(This Will Not Become a Part of Public Records)** Drivers License #: _____ State: Arizona

4. Place of Birth: Phoenix (City) Arizona (State) USA (Country) (not county) Height: 5 ft 7 inch Weight: 195 Eyes: brn Hair: blk

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (623) 935 - 3744

6. Name of Current or Most Recent Spouse: Chayrez (Last) Lisa (First) Beth (Middle) Steele (Maiden) Date of Birth: _____
(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: 1963

8. Telephone number to contact you during business hours for any questions regarding this document. (623) 935 - 3744

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

10. Name of Licensed Premises: Raul and Theresa's Restaurant Premises Phone: (623) 932 - 1120

11. Licensed Premises Address: 519 West Main Street (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (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 (Give street address, city, state & zip)
12/04	CURRENT	Sales	Paradigm Technology, 11811 North Tatum Blvd, Phx, AZ 85028
7/96	11/04	Sales	Sun Microsystems, 2398 E Camelback, Phx, AZ 85018

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
11/95	CURRENT	Own	2071 North 132nd Drive	Goodyear	AZ	85338

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

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 6 , **answer #14a below**. If NO, skip to #15. ☒YES ☐NO

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

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. 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

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. 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 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement.

24. I, Michael Chavez (Print full name of Applicant), hereby declare that I am the APPLICANT filing this questionnaire.
I have read this questionnaire and the contents and all statements are true, correct and complete.

X _____ (Signature of Applicant)

KARA A HARDING
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
My commission expires on: 10/2007

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 30 (Day) day of May (Month), 2007 (Year)

Kara A Harding
(Signature of NOTARY PUBLIC)

September 2007
Day Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

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

X _____ (Signature of LICENSEE/AGENT)

My commission expires on: _____ Day Month Year

_____ (Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

*07 JU[illegible] Lic. PM 2 34

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Michael Chavez
Individual Name (Print)

Individual Signature

6/29/07
Date Training Completed

LANGUAGE OF INSTRUCTION:

☑ ENGLISH ☐ SPANISH

TYPE OF TRAINING COMPLETED
TRAINER MUST CHECK YES OR NO FOR EACH TYPE

☑ YES ☐ NO BASIC	☑ YES ☐ NO ON SALE	
☑ YES ☐ NO MANAGEMENT	☐ YES ☑ NO OFF SALE	
☑ YES ☐ NO BOTH	☐ YES ☑ NO OTHER	

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE | BUSINESS NAME | LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

BARTENDING ACADEMY
Company or Individual Name

5135 W. Thunderbird Rd.
Address

Glendale, Arizona 85306 602-548-1300
City State Zip Phone

I Certify the above named individual has successfully completed the specified program(s).

Dwayne Crissey
Trainer Name (Print)

Trainer Signature

6/29/07
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following: owner(s), licensee/agent or manager(s) **WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.**
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

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

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QUESTIONNAIRE

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

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

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # 12077172 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) P 1055048

1. **Check appropriate box** →
   - ☐ Owner ☐ Partner ☒ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ **(Complete Questions 1-20 & 24)** **Licensee or Agent must complete # 25 for a Manager**
   - ☐ **Manager(Only)** **(Complete All Questions *except* # 14, 14a & 25)** **Licensee or Agent must complete # 25**

2. Name: Chayrez (Last) Lisa (First) Beth (Middle) Date of Birth: _____ **(This Will Not Become a Part of Public Records)**

3. Social Security Number: _____ **(This Will Not Become a Part of Public Records)** Drivers License # _____ State: Arizona

4. Place of Birth: Harrisburg (City) PA (State) USA (Country) (not county) Height: 5 ft 2 inch Weight: 150 Eyes: blue Hair: blonde

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (623) 935 - 3744

6. Name of Current or Most Recent Spouse: Chayrez (Last) Michael (First) (Middle) (Maiden) Date of Birth: _____
(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: 1978

8. Telephone number to contact you during business hours for any questions regarding this document. (623) 935 - 3744

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

10. Name of Licensed Premises: Raul and Theresa's Restaurant Premises Phone: (623) 932 - 1120

11. Licensed Premises Address: 519 West Main Street (Street Address) (Do not use PO Box #) Avondale (City) Maricopa (County) 85323 (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 (Give street address, city, state & zip)
3/2001	CURRENT	UNEMPLOYED	2071 N. 132ND DRIVE GOODYEAR AZ 85338

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
11/95	CURRENT	Own	2071 North 132nd Drive	Goodyear	AZ	85338

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

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. 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

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. 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 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Lisa Beth Chayrez, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X L. Beth Chayrez
(Signature of Applicant)

KARA A HARDING
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
December 10, 2007

My commission expires on: 10 December 2007
Day Month Year

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
30 day of May 2007
Day Month Year

Kara A Harding
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

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

X _____ _____ day of _____ _____
(Signature of LICENSEE/AGENT) Day Month Year

My commission expires on: _____ _____
Day Month Year (Signature of NOTARY PUBLIC)

'07 JUN 11 PM 1:41

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

'07 Liq. Lic. PM 2:34

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Lisa B. Chayrez
Individual Name (Print)

L. B. Chayrez
Individual Signature

6/29/07
Date Training Completed

TYPE OF TRAINING COMPLETED
TRAINER MUST CHECK YES OR NO FOR EACH TYPE

☒ YES ☐ NO BASIC	☒ YES ☐ NO ON SALE
☒ YES ☐ NO MANAGEMENT	☐ YES ☒ NO OFF SALE
☒ YES ☐ NO BOTH	☐ YES ☒ NO OTHER

LANGUAGE OF INSTRUCTION:

☒ ENGLISH ☐ SPANISH

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE | BUSINESS NAME | LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

BARTENDING ACADEMY
Company or Individual Name

5135 W. Thunderbird Rd.
Address

Glendale, Arizona 85306 602-548-1300
City State Zip Phone

I Certify the above named individual has successfully completed the specified program(s).

Dwayne Crissey
Trainer Name (Print)

Trainer Signature

6/29/07
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

LIC 1021 06/2003

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

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

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

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

AMENDMENT

Liquor License # 12077172
(If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box → ☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: LANTZMAN (Last) MARC (First) HARVEY (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

3. Social Security Number: _____ Drivers License #: _____ State: _____
(This Will Not Become a Part of Public Records)

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

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (_____) _____-_____

6. Name of Current or Most Recent Spouse: _____ Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

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

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

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

10. Name of Licensed Premises: RACHEL AND THERESA'S RESTAURANT Premises Phone: (_____) _____-_____

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

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
	CURRENT		

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
	CURRENT					

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

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

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

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # 12077172 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) P1055049

1. Check appropriate box → ☐ Owner ☒ Partner ☒ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: LANTZMAN (Last) MARC (First) HALVEY (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

3. Social Security Number: _____ (This Will Not Become a Part of Public Records) Drivers License #: _____ State: CA

4. Place of Birth: PITTSBURGH (City) PA (State) USA (Country (not county)) Height: 6"1 Weight: 196 Eyes: BR Hair: BR. Residence (Home) Phone: (858) 259-5725

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

6. Name of Current or Most Recent Spouse: LANTZMAN (Last) ELISA (First) _____ (Middle) _____ (Maiden) Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary)

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

8. Telephone number to contact you during business hours for any questions regarding this document. (858) 720-0229

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

10. Name of Licensed Premises: RAUL'S & TERRESA'S Premises Phone: (623) 932-1120

11. Licensed Premises Address: 519 W MAIN ST (Street Address (Do not use PO Box #)) AVONDALE (City) AZ MARICOPA (County) 85323 (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 (Give street address, city, state & zip)
1985	CURRENT	REAL ESTATE MORTGAGE & DEVELOPMENT	SEIF 13997 CAMINITO MENDIOLA SAN DIEGO CA 92130

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
5/98	CURRENT	Own	13147 CAMINITO MENDIOLA S	~~SD~~ SAN DIEGO	CA	92130

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

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day?_____, **answer #14a below**. If NO, skip to #15. ☐YES ☑NO

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

15. Have you EVER been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☑NO

16. Have you EVER been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☑NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☑NO

18. 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

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☑NO

20. 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 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, MARC LANTZMAN, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X Marc Lantzman
(Signature of Applicant)

State of California County of San Diego
The foregoing instrument was acknowledged before me this
29th day of May, 2007
Day Month Year

Kelly Greene
(Signature of NOTARY PUBLIC)

My commission expires on: 10/2/08
Day Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name):_____
Hereby authorize the applicant to act as manager for the named liquor license.

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

X _____
(Signature of LICENSEE/AGENT)

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

'07 JUN 1 PM 3:24
LICENSE BUREAU

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On May 29, 2007 (Date) before me, Kelly Graeme, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Marc Lantzman (Name(s) of Signer(s))

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

KELLY GRAEME
Commission # 1517229
Notary Public - California
San Diego County
My Comm. Expires Oct 2, 2008

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelly Graeme
Signature of Notary Public

'07 JUN 1 LIP. LIC. AM 9:31

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

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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 OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

AMENDMENT

Liquor License # 1207172 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box → ☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Lantzman (Last) Justin (First) Robert (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

3. Social Security Number: _____ (This Will Not Become a Part of Public Records) Drivers License #: _____ State: _____

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

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (____) _____-_____

6. Name of Current or Most Recent Spouse: _____ Last First Middle Maiden Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary)

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

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

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

10. Name of Licensed Premises: Raul and Theresa's Restaurant Premises Phone: (____) _____-_____

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

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
	CURRENT		

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
	CURRENT					

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

07 JUN 1 LIQ. LIC. AM 9:31

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

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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 OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # 12077172 (If the location is currently licensed)

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A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44,6852) P1055050

1. Check appropriate box → ☐ Owner ☐ Partner ☒ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Lantzman (Last) Justin (First) Robert (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

3. Social Security Number: _____ (This Will Not Become a Part of Public Records) Drivers License #: _____ State: CA

4. Place of Birth: Tucson (City) AZ (State) USA (Country (not county)) Height: 5-10 Weight: 160 Eyes: BR Hair: BR

5. Marital Status ☒ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (760) 845 - 8242

6. Name of Current or Most Recent Spouse: _____ Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

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

8. Telephone number to contact you during business hours for any questions regarding this document. (858) 720 - 0229

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

10. Name of Licensed Premises: Raul + Theresa's Premises Phone: (____) ____ - ____

11. Licensed Premises Address: 519 West Main Street (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (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 (Give street address, city, state & zip)
1/2002	CURRENT	Real Estate/Mortgages	Lantzman Investments, 11696 Sorrento Valley Rd #201 SAN DIEGO CALIF 92121

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
6/04	CURRENT	Own	14918 El Camino Real	Del Mar	CA	92014
11/00	6/04	Own	1493 Village Wood Road	Encinitas	CA	92024

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

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

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

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

15. Have you EVER been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

16. Have you EVER been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☒NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. 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

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. 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 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

Robert

24. I, Justin Lanterman, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X _____ (Signature of Applicant)

State of California County of San Diego
The foregoing instrument was acknowledged before me this 29th day of May, 2007
Day Month Year

My commission expires on: 10/2/08
Day Month Year

_____ (Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25.I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

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

X _____ (Signature of LICENSEE/AGENT)

My commission expires on: _____
Day Month Year

_____ (Signature of NOTARY PUBLIC)

07 JUN 1 PM 12:32 Lic. Div.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On May 29, 2007 (Date) before me, Kelly Graeme, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")) personally appeared Justin Lantzman (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

KELLY GRAEME
Commission # 1517229
Notary Public - California
San Diego County
My Comm. Expires Oct 2, 2008

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelly Graeme
Signature of Notary Public

'07 JUN 1 1:47 LIC. ON 982

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

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

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

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

AMENDMENT

Liquor License # 12077172 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. Check appropriate box → ☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: CANTERMAN (Last) DAVID (First) _____ (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

3. Social Security Number: _____ (This Will Not Become a Part of Public Records) Drivers License #: _____ State: _____

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

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (_____) _____-_____

6. Name of Current or Most Recent Spouse: _____ (Last) _____ (First) _____ (Middle) _____ (Maiden) Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary)

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

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

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

10. Name of Licensed Premises: RAUL AND THERESA'S RESTAURANT Premises Phone: (_____) _____-_____

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

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
	CURRENT		

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
	CURRENT					

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

JUN 1 4 2006 LIC. DIV.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blacked 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 OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # 12077172 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44-6852) P1055051

1. Check appropriate box → ☐ Owner ☐ Partner ☒ Stockholder ☒ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: CANTERMAN (Last) DAVID (First) _____ (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

3. Social Security Number: _____ (This Will Not Become a Part of Public Records) Drivers License #: _____ State: ARIZONA

4. Place of Birth: PITTSBURGH (City) PA (State) USA (Country (not county)) Height: 5'8" Weight: 150 Eyes: BRN Hair: BRN

5. Marital Status ☐ Single ☐ Married ☒ Divorced ☐ Widowed Residence (Home) Phone: (520) 977-3691

6. Name of Current or Most Recent Spouse: CANTERMAN (Last) WENDY (First) S (Middle) _____ (Maiden) Date of Birth: _____
(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: 1971

8. Telephone number to contact you during business hours for any questions regarding this document. (520) 977-3691

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

10. Name of Licensed Premises: RAUL & THERESA'S Premises Phone: (_____) _____-_____

11. Licensed Premises Address: 519 WEST MAIN ST (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85323 (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 (Give street address, city, state & zip)
2001	CURRENT	FINANCIAL OFFICER	LANTERMAN INVESTMENTS
			11696 SORRENTO VALLEY RD ~~SDCA 92121~~
			SAN DIEGO CALIF 92121

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	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1971	CURRENT	OWN	14070 E. CAMINO CALIENTE	~~TSN~~ TUCSON	AZ	85749

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

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

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

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

15. Have you EVER been *detained, cited, arrested, indicted or summoned* into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☒NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐YES ☒NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☒NO

18. 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

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? ☐YES ☒NO

20. 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 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, DAVID CANTERMAN, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X_____ (Signature of Applicant)

State of ~~Arizona~~ California County of San Diego
The foregoing instrument was acknowledged before me this 29th day of MAY, 2007
Day Month Year

Kelly Graeme
(Signature of NOTARY PUBLIC)

My commission expires on: 10/2/08
Day Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name):_____
Hereby authorize the applicant to act as manager for the named liquor license.

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

X_____ (Signature of LICENSEE/AGENT)

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

'07 JUN 1 AM 10:28

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On May 29, 2007 (Date) before me, Kelly Graeme, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared David Canterman (Name(s) of Signer(s))

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

KELLY GRAEME
Commission # 1517229
Notary Public - California
San Diego County
My Comm. Expires Oct 2, 2008

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelly Graeme
Signature of Notary Public

'07 JUN 1 Liq. Lic. AM 9:32

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☐ DEVELOPMENT SERVICES
- ☒ FIRE DEPARTMENT

APPLICANT'S NAME: MICHAEL CHAYREZ

BUSINESS NAME: RAUL & THERESA'S RESTAURANT

ADDRESS: 519 WEST MAIN STREET

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

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

SIGNATURE **DATE** 6-12-2007

Assistant Fire Marshal
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 16, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JUNE 18, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☒ POLICE DEPARTMENT
- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: MICHAEL CHAYREZ

BUSINESS NAME: RAUL & THERESA'S RESTAURANT

ADDRESS: 519 WEST MAIN STREET

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

ASSISTANT CHIEF OF POLICE
TITLE

06/1/07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 16, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JUNE 18, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☒ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: MICHAEL CHAYREZ

BUSINESS NAME: RAUL & THERESA'S RESTAURANT

ADDRESS: 519 WEST MAIN STREET

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

6/12/07
DATE

Development Service Director
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JULY 16, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JUNE 18, 2007

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: June 12, 2007

TO: Linda Farris, City Clerk

FROM: Brian Berndt, Development Services Director (623) 333-4011

PREPARED BY: Ken Galica, Planner II (623) 333-4019

SUBJECT: Series 12 Liquor License for Raul and Theresa's Restaurant
519 W. Main Street

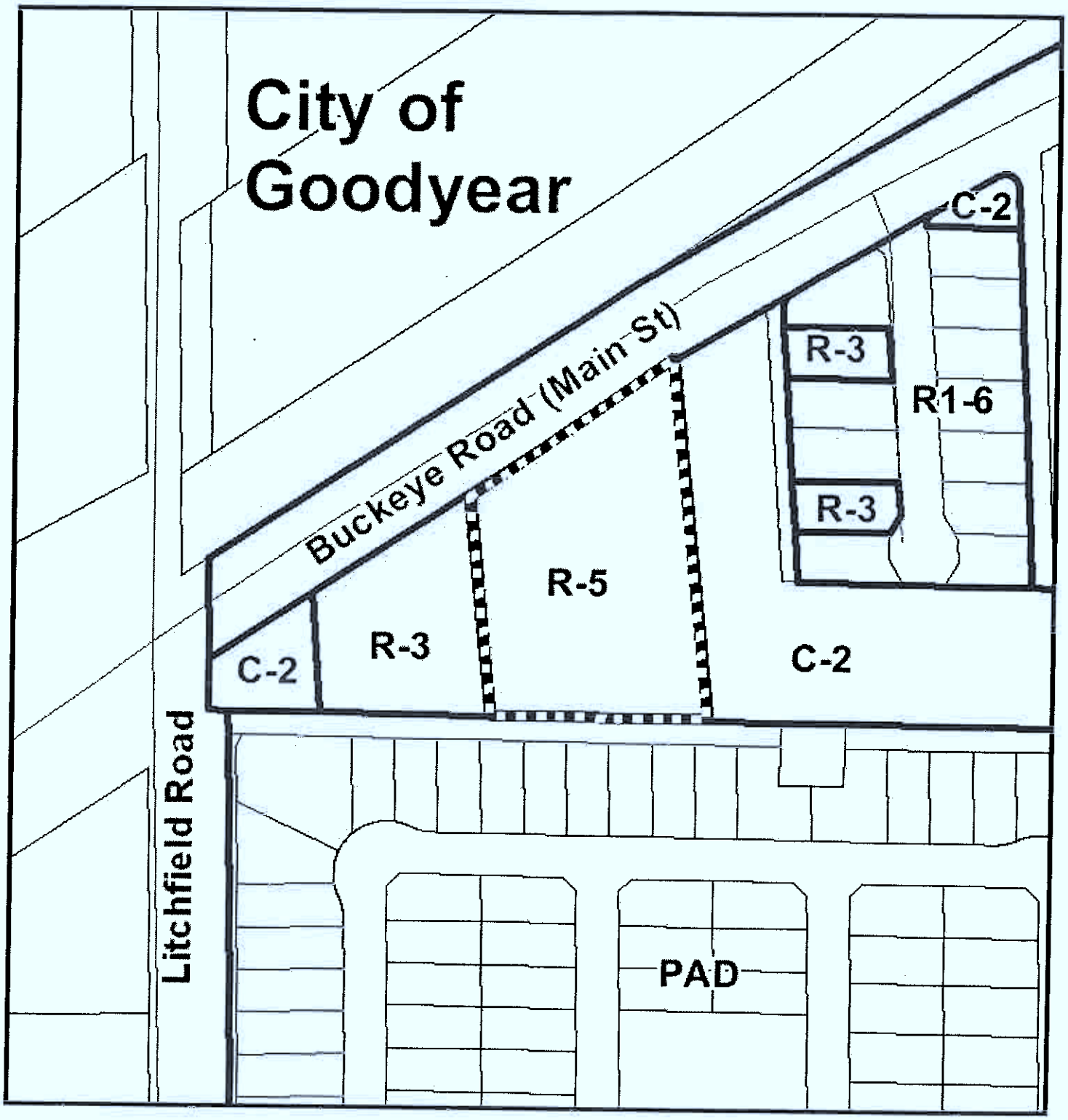
The site is located approximately 370 feet east of the southeast corner of Main Street and Litchfield Road. The building is existing and records indicate a restaurant has operated at this location since at least 1980.

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 Mixed Use. The current zoning of the property, R-5 (Mobile Home Park District), is not consistent with the Mixed Use general plan designation. A restaurant is not a permitted use in the R-5 zoning district; however a restaurant was permitted at this location when the property was initially developed prior to 1980. As a result, the current use of the property for a restaurant may be considered legal non-conforming and is allowed to continue.

There are no outstanding zoning violations with the site.

Attachment: 2006 Aerial
Zoning Vicinity Map



Zoning Vicinity Map

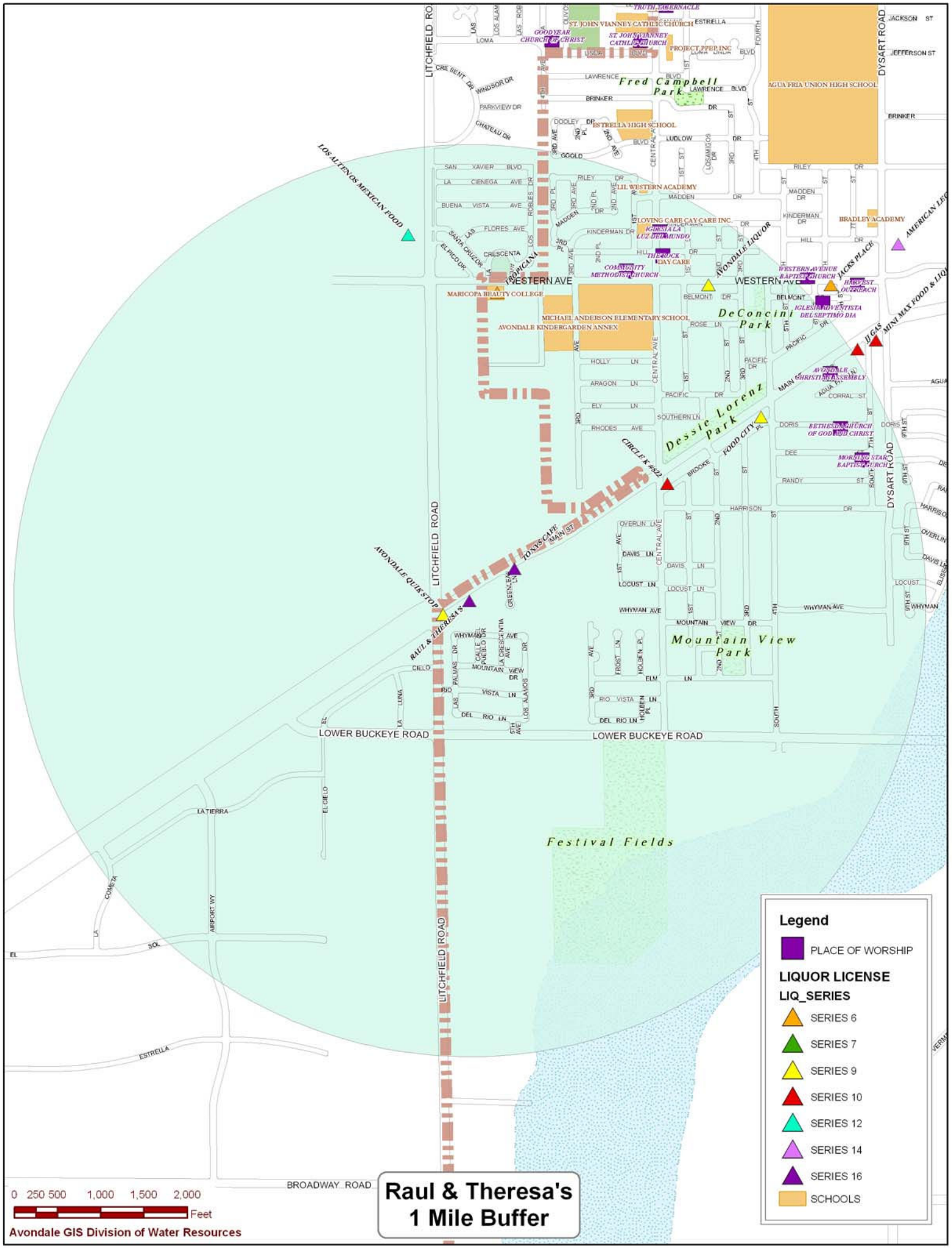
Avondale

Raul and Theresa's Restaurant

2007 Aerial Photograph

Avondale

Raul and Theresa's Restaurant


Raul & Theresa's
1 Mile Buffer
Legend
PLACE OF WORSHIP
LIQUOR LICENSE
LIQ_SERIES
SERIES 6
SERIES 7
SERIES 9
SERIES 10
SERIES 12
SERIES 14
SERIES 16
SCHOOLS
0 250 500 1,000 1,500 2,000
Feet
Avondale GIS Division of Water Resources
LITCHFIELD ROAD
DYSART ROAD
WESTERN AVE
LOWER BUCKEYE ROAD
BROADWAY ROAD
Fred Campbell Park
DeConcini Park
Dessie Lorenz Park
Mountain View Park
Festival Fields
LOS ALTENOS MEXICAN FOOD
AVONDALE QUIK STOP
RAUL & THERESA'S
CIRCLE K #822
FOOD CITY
JACKS PLACE
MINI MAX FOOD & LIQ
AMERICAN LEG
ESTRELLA HIGH SCHOOL
AGUA FRIA UNION HIGH SCHOOL
MICHAEL ANDERSON ELEMENTARY SCHOOL
AVONDALE KINDERGARDEN ANNEX
MARICOPA BEAUTY COLLEGE
LIL WESTERN ACADEMY
BRADLEY ACADEMY
GOODYEAR CHURCH OF CHRIST
ST JOHN VIANNEY CATHLIC CHURCH
TRUTH TABERNACLE
PROJECT PREP INC
LOVING CARE CAY CARE INC
IGLESIA LA LUZ DEL MUNDO
THE ROCK DAY CARE
COMMUNITY METHODIST CHURCH
WESTERN AVENUE BAPTIST CHURCH
HARVEST OUTREACH
IGLESIA ADVENTISTA DEL SEPTIMO DIA
AVONDALE CHRISTIAN ASSEMBLY
BETHESDA CHURCH OF GOD AND CHRIST
MORNING STAR BAPTIST CHURCH
AVONDALE LIQUOR
TONYS CAFE
JJ GAS
AVONDALE AVE
CENTRAL AVE
MAIN ST
MOUNTAIN VIEW DR
WHYMAN AVE
HARRISON DR
BRINKER
LAWRENCE BLVD
JACKSON ST
JEFFERSON ST
ESTRELLA
LA TIERRA
EL CIELO
CONEJA
AIRPORT WY
EL SOL
ESTRELLA

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JUNE 12, 2007
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY JULY 16, 2007 AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200
**SERIES 16: RESTAURANT LICENSE TO SELL
ALL SPIRITUOUS LIQUORS**
06.11.2007

NO PARKING
MOTORCYCLE PARKING ONLY
06.11.2007

CITY COUNCIL REPORT

SUBJECT:
AAA Contract

MEETING DATE:
July 16, 2007

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contractual agreement with the Area Agency on Aging, Region I, Inc., (AAA) to continue the Congregate Meals, Home Delivered Meals, and Multipurpose Center Operations Programs for FY 2007 – 2008 in the amount of $143,189 and authorize the Mayor or City Manager and City Clerk to execute the related contract documents.

DISCUSSION:

The City of Avondale has contracted with Area Agency on Aging (AAA) to provide nutritional meals and activities for seniors and handicapped individuals in Avondale and Goodyear for approximately twenty-one (21) years. These services include a congregate meal program for individuals who attend the Avondale and Cashion Community Centers; a home delivered meal program which provides a nutritional meal to homebound individuals, and multipurpose center operations that provide daily activities of recreational, social and educational programs for senior citizens at the Avondale and Cashion Community Centers. The activities funded by AAA for the multipurpose center operations include exercise, arts and crafts, movies, games, speakers for topics of interest to seniors, health information and screening, and special outings and events.

The congregate meal program is an on-site nutritional meal program for individuals who attend both Avondale and Cashion Community Centers. The home delivered meals are prepared at the Avondale Community Center and transported to the homes of eligible seniors and handicapped individuals through a separate contract between AAA and Maricopa County Special Transportation Services (STS). This funding will allow the City to provide health, welfare, and recreational programs and activities; and approximately 17,500 congregate meals and 17,000 home delivered meals on an annual basis.

BUDGETARY IMPACT:

The FY 2007-08 program budget includes revenue and expenses for each program area as illustrated in the table attached (AAA FY 07-08 Budget). Revenues include $143,189 from Area Agency on Aging. Program income includes donations for meals at the rate of two dollars for individuals sixty (60) years of age and older and handicapped individuals, and four dollars for guests. In-kind revenues include space in the Community Centers provided by the City of Avondale. Non-federal cash represents funding from the City of Litchfield Park ($950), City of Goodyear ($11,500) and both General Fund and in kind contributions from the City of Avondale.
This budget was developed through a joint effort between AAA, the Neighborhood and Family Services Department / Social Services Division, and Finance Department staff. The budget and contract are consistent with the adopted City of Avondale budget for FY 2007 – 2008.

RECOMENDATION:

Staff recommends that the City Council approve a contract agreement with the Area Agency on Aging, Region I, Inc., for the Congregate Meal Program, Home Delivered Meal Program, and Multipurpose Center operations for FY 2007-08 in the amount of $143,189 and authorize the Mayor or City Manager and City Clerk to execute the related contract documents.

ATTACHMENTS:

Click to download

- AAA Agreement
- AAA FY 0708 Budget

CONTRACT FOR SERVICES BETWEEN
Contract #2008-07-AVO, FY-2008

Area Agency on Aging, Region One, Incorporated *AND*
1366 E. Thomas Road, Suite 108
Phoenix, AZ 85014
(602) 264-2255 FAX (602) 230-9132

City of Avondale
11465 W. Civic Center Dr, Ste 100
Avondale, AZ 85323
623 333-2420 fax: 623 333-0240

Duration of Contract: July 1, 2007 to June 30, 2008
Total Contract Ceiling: $ 143,189

Contractor FEI: 86-6000233

A. Chief Executive or designee: Charles McClendon, Title: City Manager
Address: same as above

In the absence of the principal authorized signatory named above,
Name: Rogene Hill, Title: Assistant City Manager
is authorized to sign this Contract and any amendments thereto on behalf of the Contractor.

B. The Area Agency shall address all notices relative to this Contract to the attention of:
Name: Frances McCoy, Title: Recreation Coordinator
Address: same as above

C. The Contractor shall address all notices relative to this Contract to the attention of:
Name: Janice Heinrich, Title: Program Specialist

This Contract is entered into by and between City of Avondale hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Uniform Terms and Conditions, Special Terms and Conditions, Scope(s) of Work, Service Specification(s), 2006 RFP Methodology(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, its exhibits, attachments, and shall include any subcontracts and the proposed and approved service methodology, staffing pattern and budget, as offered or any best and final offer.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated in Sections C and D and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

CITY OF AVONDALE

Signature Date

Charles McClendon
City Manager
Name and Title

ATTEST:_____.
NAME/TITLE: Linda Farris, City Clerk

AREA AGENCY ON AGING,
REGION ONE, INCORPORATED

Signature Date

Mary Lynn Kasunic, President & CEO
Area Agency on Aging Director
Name and Title

AREA AGENCY ON AGING REGION ONE, INCORPORATED
CONTRACT SUMMARY PAGE
FIXED PRICE WITH ADJUSTMENTS

CONTRACT #: 2008-07-AVO

CONTRACTOR: CITY OF AVONDALE

TYPE: ***ORIGINAL CONTRACT***

CONTRACT TERM: JULY 1, 2007 TO JUNE 30, 2008

CONTRACT PAYMENT CEILING FOR ALL SERVICES: **TOTAL $ 143,189**

THE CONTRACTOR AGREES TO PROVIDE:

CONTRACTED SERVICES	PSA	UNITS	BUDGET CEILING
Congregate Meals	2	17,500	$ 80,182
Home Delivered Meals	2	17,000	$ 63,007
Multipurpose Center Operations	2	4,000	

AREA AGENCY ON AGING REGION ONE, INCORPORATED
CONTRACT OPERATING BUDGET
JULY 1, 2007 TO JUNE 30, 2008

CONTRACT #: 2008-07-AVO
AGENCY: CITY OF AVONDALE

TYPE: ***ORIGINAL CONTRACT***

REVENUE SOURCES	CONGREGATE & MCO	HOME DELIVERED MEALS	**TOTAL**
Area Agency	80,182	63,007	143,189
Project Income	9,400	3,642	13,042
NF Inkind	52,035	12,860	64,895
NF Cash	80,949	29,499	110,448
Other Federal	-	-	-
TOTAL	222,566	109,008	331,574

EXPENSES			
Personnel	83,519	32,705	116,224
ERE	28,717	11,433	40,150
Prof&Outside	-	-	-
Travel	-	-	-
Space	52,035	12,860	64,895
Equipment	-	-	-
Materials/Supl	55,395	51,010	106,405
Operating Svc	2,900	1,000	3,900
Indirect	-	-	-
TOTAL	222,566	109,008	331,574
UNITS	17,500	17,000	
UNIT RATE	$ 12.72	$ 6.41	

UNIFORM TERMS AND CONDITIONS

1. Definitions of Terms

a. *Area Agency* means the Area Agency on Aging, Region One, Incorporated.
b. *Attachment* means any item the Contract requires the Contractor to submit as part of the Contract.
c. *Begin Date* means the date that the Contractor may start to provide services under this contract. The Contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. Payments or reimbursements shall not be made under this contract until the effective date of this contract.
d. *Compensation* means that part of this contract that contains the approved method of payment or reimbursement which may include a budget or fee or rate for the delivery of services pursuant to this contract. Compensation also means Cost or Price.
e. *Contract* means the combination of the Solicitation, including the Uniform and Special Instructions to offerors, the Uniform and Special Terms and Conditions, Specifications or Scopes of Work; the Offer and any Best and Final Offer(s); Methodologies and Work Statements; any Solicitation or Contract Amendments; and any terms implied by law.
f. *Contract Amendment* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
g. *Contract Expenditures* means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget and compensation terms and methods.
h. *Contract Monitor* means the Area Agency staff person who is assigned managerial responsibility for the contract.
i. *Contract Operating Budget* means the Contractor's itemized then condensed operating budget as approved through a Solicitation or Amendment.
j. *Contractor* means any person, agency, entity that has a Contract with the Area Agency. Contractor shall also be referred to as Provider.
k. *Contract Term* means the period of time from the contract Begin Date to the contract termination date as awarded, extended, or terminated based on these contract provisions.
l. *Days* means calendar days unless otherwise specified.
m. *Effective Date* means the date that the Area Agency President/CEO or designee signs the contract, unless another date is specifically stated in the contract.
n. *Eligible Persons* means the persons determined eligible for contract services in accordance with the criteria set forth by this contract.
o. *Equipment* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other items costing $1,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.) and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land buildings, structures, or facilities' improvements).
p. *Fiscal Year* means the period beginning with July 1 and ending June 30.
q. *Gratuity* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
r. *Materials* means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.
s. *Offer* means bid, proposal, or quotation.
t. *Procurement Officer* means the Area Agency President/Chief Executive Officer (CEO) or designee who is duly authorized by Area Agency to enter into and administer contracts and make written determinations with respect to the contract.

u. *Quarter* means fiscal quarters July-September, October-December, January-March, and April-June.
v. *Reimbursement Ceiling* means the maximum amount payable by Area Agency to the Contractor under this Contract.
w. *Scope of Work* means the Arizona Department of Economic Services or Area Agency description of service(s) to be provided pursuant to this contract. Scope of Work also means *Service*.
x. *Services* means the furnishing of labor, time, product, or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
y. *Solicitation* means an invitation for bids, a request for proposals, request for quotation, or request for qualifications.
z. *State* means the State of Arizona and/or the Department of Economic Security.
aa. *Subcontract* means any contract, expressed or implied, between the Contractor and another party or between the Contractor's subcontractor and another party delegating or assigning, in whole or part, the making or furnishing of any material, or providing any service required for the performance of the Contract.

2. **Contract Interpretation** The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws, and the contractor shall maintain all applicable license and permit requirements.
   a. Arizona Law The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
   b. Implied Contract Terms Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.
   c. Contract order of Precedence In the event of a conflict in the provisions of the contract, as accepted by the Area Agency and as it may be amended, the following shall prevail in order of precedence:
      i. Special Terms and Conditions;
      ii. Uniform Terms and Conditions;
      iii. Statement, ~~or~~ Scope of Work, or Service Specifications;
      iv. Area Agency manuals, policies and directives;
      v. Methodologies
      vi. Attachments
      vii. Exhibits
      viii. Documents referenced or included in the solicitation.
   d. Relationship of Parties The Contractor under this contract is an independent contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
   e. Severability The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.
   f. No Parole Evidence This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this contract.
   g. No Waiver Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**
   a. Records Under ARS §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All

records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. Contract service records will be maintained in accordance with prescribed Area Agency policies and procedures.

b. Non-Discrimination The Contractor shall comply with State Executive Order No. 94-4 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.

c. Audit Pursuant to ARS §35-214, at anytime during the term of this contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the Area Agency and, where applicable, the state or federal government, to the extent that the books and records relate to the performance of the contract or subcontract.

d. Facilities Inspection and Materials Testing The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this contract. The Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Area Agency for testing and inspection.

e. Notices All notices under this contract shall be directed in writing to the persons and addresses specified for such purpose in this contract, or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.

f. Advertising, Publishing and Promotion of Contract The Contractor shall not use, advertise, or promote information for commercial benefit concerning this contract without the prior written approval of the Area Agency President/CEO or designee.

g. Property of the Area Agency Any materials, including reports, computer programs and other deliverables, created under this contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.

h. Ownership of Intellectual Property Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO.

4. Costs and Payments

a. Payments Payments shall comply with requirements of A.R.S. Title 35 and 41. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.

b. Applicable Taxes

i. Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.

ii. State and Local Transaction Privilege Taxes: The State of Arizona and the Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect

such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

iii. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State of Arizona, Area Agency, and it's funders harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workmen's Compensation.

iv. IRS W9 Form: In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

c. Availability of Funds for the Next State Fiscal Year Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of the State or the Area Agency for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.

d. Availability of Funds for the Current State Fiscal Year Should the State Legislature enter back into session and reduce the appropriations for any reason and these goods or services are not funded, the State and/or the Area Agency may take any of the following actions:

i. Accept a decrease in price offered by the contractor;

ii. Cancel the Contract

iii. Cancel the Contract and re-solicit the requirements

5. Contract Changes

a. Amendments This contract is issued under the authority of the Procurement Officer who signed this contract. The contract may be modified only through a contract Amendment within the scope of the contract issued under the authority of the Area Agency President/CEO. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person no specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the contractor shall not be entitled to any claim under this contract based on those changes.

i. A written amendment to this contract shall be required whenever there is a material change in the content including but not limited to the following:

1. Reimbursement ceiling;
2. Contract term if extended and/or reduced without terminating the contract;
3. Service delivery plan, the scope of work, or the level/units of service to be provided;
4. Rate paid per unit of service;
5. Ownership or legal entity responsible for the contract;
6. For any other change in the terms and conditions of the contract which Area Agency deems substantial; or
7. Except where contract Special Terms and Conditions provide otherwise, in Fixed Price with Price Adjustment contracts, whenever there is an increase or decrease in any budget category by an amount equal to or greater than ten (10%) percent.

ii. The Contractor shall give written notice, which may not cause/require an amendment, to Area Agency of any non-material change, such as but not limited to the following:

1. Change of address;
2. Change of telephone number;
3. Change of Contract Authorized Signatory and his/or designee;
4. Changes in the name and/or address of the person to whom notices are to be sent;
5. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios or staff qualifications or specific individuals required under this contract;

6. Change in the name of the Contractor, where the ownership or responsible entity remains the same; or,
7. In a fixed price with price adjustment contract whenever there is less than a ten (10%) percent increase or decrease in any budget category.

iii. Where a change does not fall in any of the categories listed in paragraph B, the Contractor must obtain approval from the Executive Director prior to effecting the change.

b. Subcontracts The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference all of the terms and conditions of this contract. The Contractor shall provide copies of subcontracts to Area Agency within ten (10) days of execution.

c. Assignment and Delegation The Contractor shall not assign any right, nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably with hold approval.

6. Risk and Liability

a. Risk and Liability The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

b. Indemnification

i. Contractor/Vendor Indemnification (Not Public Agency): The parties to this contract agree that the Area Agency and the State, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency or the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State, it's departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

ii. Public Agency Language Only: Each party (as 'indemnitor') agrees to indemnify defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

c. Indemnification – Patent and Copyright The Contractor shall defend, indemnify and hold harmless both Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the Area Agency or the State of materials furnished or work performed under this contract. The Area Agency shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. §41-621 and §35-154, this section shall not apply.

d. Force Majeure

i. Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extend that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

ii. Force shall not include the following occurrences:
    1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
    2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
    3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

iii. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

iv. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is cause by force majeure.

e. Third Party Antitrust Violations The Contractor assigns to the Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.

7. Warranties

a. Liens The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

b. Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
    i. Of a quality to pass without objection in the trade under the contract description;
    ii. Fit for the intended purposes for which the materials are used;
    iii. Within the variations permitted by the contract and are of even kid, quantity, and quality within each unit and among all units;
    iv. Adequately contained, packaged, and marked as the contract may require; and
    v. Conform to the written promises or affirmations of fact made by the Contractor.

c. Fitness The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the contract.

d. Inspection/Testing The warranties set forth in subparagraphs Liens, Quality, and Fitness of this section are not affected by inspection or testing of or payment for the materials by the State.

e. Year 2000
    i. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In additions, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
    ii. Additional notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that

other information technology utilized by the Area Agency in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other Area Agency information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the Area Agency for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

f. Compliance with Applicable Laws
   i. The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits. Any changes in the governing laws, rules and regulations during the term of this contract shall apply but do not require an amendment to this contract.
   ii. Contractor shall comply with the laws, rules, regulations and standards contained within the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35) including Section 2352 "Title XX Block Grants;" Title 45 Code of Federal Regulations Parts 74 and 96; and the Arizona Title XX Social Services Plan.
   iii. Contractor shall comply with the laws, rules, regulations and standards contained within Title III of the Older Americans Act, as amended; Title 45 Code of Federal Regulations, Part 74 (except Subpart N); Title 45 of the Code of Federal Regulations parts 1320, 1321, 1324, and 1326. In accordance with Title 45 Code of Federal Regulations, Part 1321.51, the Area Agency shall afford the Contractor an opportunity for a hearing when required by the provisions of this part.
   iv. Contractor shall comply with the provisions of A.R.S. Sections §46-251 through §46-253, Supplemental Payments Program.
   v. The laws and regulations of the Area Agency shall govern the rights of the parties, the performance of this contract and any disputes there under. Any action relating to this contract shall be brought in Arizona court.
   vi. The Contractor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Contractor shall notify Area Agency no later than one hundred and twenty (120) days prior to any required compliance date if the Contractor is unwilling to or anticipates that it will be unable to meet these requirements. Receipt by the Area Agency of a notice of anticipated inability or unwillingness to comply with these requirements constitutes grounds for the termination of this contract.

g. Survival of Rights and Obligations after Contract Expiration or Termination
   i. Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. §12-529, the Area Agency or State are not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
   ii. Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of the Contract.

8. Contractual Remedies

a. Right to Assurance If Area Agency in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing this contract, the President/CEO may

demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may at Area Agency's option, be the basis for terminating the contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract..

b. Stop Work Order
   i. The Area Agency, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
   ii. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

c. Non Exclusive Remedies The rights and the remedies of the Area Agency under this contract are not exclusive.

d. Nonconforming Tender Materials or services supplied under this contract shall fully comply with the contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services the Area Agency may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

e. Right of Offset Area Agency shall be entitled to offset against any sums due the Contractor any expenses or costs incurred by the Area Agency or damages assessed by the Area Agency concerning the Contractor's nonconforming performance or failure to perform the contract, including expenses, costs and damages described in these Uniform Terms and Conditions.

9. Contract Termination

a. Cancellation for Conflict of Interest Pursuant to A.R.S. §38-511, the Area Agency may cancel this contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. §38-511.

b. Gratuities The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.

c. Suspension or Debarment The Area Agency may, by written notice to the Contractor, immediately terminate this contract if the Area Agency determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the Area Agency. If a contractor has, prior to or during this

contract, been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Contractor shall disclose that information to Area Agency.

d. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at anytime, when in the best interests of the Area Agency without penalty or recourse. The Area Agency President/CEO shall give written notice by certified mail, return-receipt requested, to the Contractor of the termination at least thirty (30) days before the effective date of termination. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract at any time by providing at least sixty (60) days written notice to the Area Agency.

e. Termination for Default
   i. In addition to the rights reserved under the contract, the Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor by certified mail, return-receipt requested.
   ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
   iii. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights thereunder without Area Agency's prior written approval.
   iv. The Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.
   v. This contract may immediately be terminated if Area Agency determines that the health or welfare or safety of service recipients is endangered.

f. Continuation of Performance Through Termination The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims** Contract claims and controversies under this contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration** The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

SPECIAL TERMS AND CONDITIONS

1. **Definitions** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply. As used in this Solicitation and any resulting contract, the terms listed below are defined as follows:
    a. *Department* means the Arizona Department of Economic Security (DES), unless otherwise indicated.
    b. *Level of Service* as used throughout these Special Terms and Conditions and Service Specifications, means the number of units of service specified in the Contract Summary page.
2. **Contract Administration and Operation**
    a. Compliance with Applicable Laws All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract.
        i. In accordance with A.R.S. 36-557 (Purchase of community development disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
        ii. Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued, or as consent by an Indian tribe to jurisdiction of any State Court.
        iii. The Contractor shall comply with the requirements related to reporting incidents of child abuse or neglect as specified in A.R.S. §13-3620 and elder abuse as specified in A.R.S. §46-454.
        iv. The Contractor shall comply with Public Law 101-121, Section 319 (21 USC 1352), 29 CFR Part 93 which prohibits the use of federal funds for lobbying and which stipulates, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
    b. Contract Extension The Area Agency has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the Area Agency. Any extension or renewal must be made prior to the end of the contract period specified in this contract.
    c. Contract Term The term of this contract shall be for the period of time from the contract begin date to the contract termination date as awarded or extended. The begin date of the contract term is the date that the Contractor may start to provide services under this contract. The Contractor will not be paid or reimbursed for contract services provided prior to the begin date. However, payments or reimbursements shall not be made under this contract until the effective date of the contract.
    d. Cooperation and Understanding
        i. Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or Area Agency employees. The Contractor shall cooperate as the Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other contractor(s).
        ii. In order for Area Agency to accomplish a comprehensive and coordinated service response system, some services must be provided through a joint venture between Area Agency and the Contractor. Area Agency recognizes the Contractor's role as both integral and significant to the delivery of services and understands the importance of a true partnership

between itself and the Contractor. To this end, Area Agency recognizes the autonomy of the Contractor and will try to avoid unnecessary demands on the operations and business practices of the Contractor.

e. Identification of "Area Agency" FundingAll advertisement, publications and printed materials which are produced by the Contractor and refer to contract services shall state that such services are funded under contract with Area Agency.

f. No Parole Evidence This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no understanding either oral or in writing shall be binding.

g. No Waiver Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

h. Predecessor and Successor Contracts The execution or termination of this contract shall not be considered a waiver by Area Agency of any and all rights it may have for damages suffered through a breach of this or prior contract with the Contractor.

i. Substantial Interest Disclosure
   i. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
   ii. Leases or rental agreements or purchase of real property which would be covered by the above paragraph of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
   iii. For the purpose of this Section, the *relative* shall have the same meanings as in A.R.S. §38-502.

j. Termination for Any Reason
   i. In the event the contract is terminated, with or without cause, or expires, the Contractor whenever determined appropriate by Area Agency, shall assist the Area Agency in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
   ii. In the event of termination or suspension of the contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency and the Department for any claim by any other party against Area Agency or the Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.
   iii. In the event of early termination, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.

k. Offshore Performance of Work Prohibited Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

3. **Indemnification and Insurance**

a. Indemnification Clause The parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor) for the vicarious liability of the Area Agency, State and/or DES as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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

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

c. Additional Insured Requirements For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:

i. Required Agencies:
√ Area Agency on Aging, Region One Incorporated
√ State of Arizona Department of Economic Security
√ Bridgeway Health
√ EverCare Select
NA Maricopa County Public Health Department
√ Mercy Care
√ SCAN Health Plan

ii. Required language for certificate
"The (list above identified agencies),their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

iii. All additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.

iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

v. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.

d. Minimum Scope and Limits of InsuranceContractor shall provide coverage with limits of liability not less than those stated below.

i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Blanket Contractual Liability – Written & Oral $1,000,000
- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

1. The policy shall be endorsed to include coverage for any form of abuse, neglect, and sexual abuse and molestation.

2. Policy shall contain a waiver of subrogation against the all agencies identified in Additional Insured Section, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

iii. Workers Compensation and Employers' Liability

1. Statutory requirements as follows:
   a. Each Accident $ 500,000
   b. Disease – Each Employee $ 500,000
   c. Disease – Policy Limit $1,000,000
2. Policy shall contain a waiver of subrogation against the all agencies identified in Additional Insured Section, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
3. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

iv. Professional (Errors and Omissions Liability)

1. Requirements as follows
   a. Each Claim $1,000,000
   b. Annual Aggregate $2,000,000
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. The requirement for a policy Annual Aggregate of $2,000,000 above may also be substituted with an endorsement to the contractor's or subcontractor's (as the case may be) showing "Unimpaired Annual Aggregate $1,000,000 for the Name Insured and all additional insured (list all additional insured as specified in this contract) with respect to contracts with the Area Agency."
3. Policy shall contain a waiver of subrogation against the all agencies identified in Additional Insured Section, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
4. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

e. Notice of Insurance CancellationEach insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.

f. Acceptability of InsurersInsurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

g. Verification of Insurance Coverage

i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

ii. All certificates and endorsements are to be received and approved by the Area Agency

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

iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency project/contract number and project description shall be noted on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

h. Subcontractors Contractors' certificate(s) shall include all subcontractors as insured under its policies **or** Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.

i. Approval Any modification or variation from the *insurance requirements* in this Contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

j. Exceptions For any Contractor or subcontractor,

i. Which is a state university (in the State of Arizona), then the indemnification and insurance requirements set forth above shall not apply.

ii. Which is a public entity (but not a state agency or state university referred to in paragraph H1 above) the indemnification and insurance requirements are replaced in their entirety by the following:

INDEMNIFICATION: Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Contractor_shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the all agencies identified in Additional Insured Section, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

For subcontractors which are not public entities, insurance provisions A through G above shall apply.

iii. Which is a Tribal government, the indemnification and insurance requirements are replaced in their entirety by the following: Each party is responsible for its own negligence. Contractor is insured under the federal tort claims act.

iv. Which does not perform professional services under certification or licensure, then

paragraph A.4. Professional Liability above shall not be required with respect to such person(s).

v. Which does not provide professional services under certification or licensure to children or disabled persons, then paragraph A.1.a. above shall not apply.

4. Services

a. Services The Contractor shall provide the services as identified on the Contract Summary page(s) of this contract in accordance with the following:

i. Scope of Work(s);
ii. Service Specification(s);
iii. Approved Methodology(s);
iv. Approved Budget or Rate;
v. Approved Outreach Plan(s), if applicable; and
vi. Other Area Agency manuals, policies, procedures, and directives.

b. Levels of Service

i. For designated non-case managed services, if the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

ii. The Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Area Agency and that the Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Area Agency.

iii. Any administration within the Area Agency may obtain services under this contract.

iv. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

v. The Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Area Agency may decrease and/or increase them by providing written notice to the Contractor.

vi. When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary. It is expected that the Contractor will serve in excess of contracted units by as much as 10% without obligation of Area Agency funding increase.

vii. The Area Agency shall notify the Contractor if projected levels of service are at 90% or less. The Area Agency reserves the right to amend the contract funding and units within the contract to correspond with projected levels of service.

5. Contract Compensation

a. Availability of Funds

i. The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as herein provided, are actually available to the Area Agency for disbursement. The President/CEO shall be the authority in determining the availability of funds under this contract and the Area Agency shall keep the Contractor fully informed as to the availability of funds.

ii. If any action is taken by any county, state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Contract, the Area Agency may reduce or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated.

iii. The President/CEO of the Area Agency shall have the sole and unfettered discretion in determining the availability of funds.

iv. Funds may not presently be available for performance under this Contract beyond the

current fiscal year. No legal liability on the part of the Area Agency for any payment may arise under this Contract beyond the current fiscal year of the Contract Term until funds are made available for performance of this Contract. The Area Agency shall make reasonable efforts to secure such funds.

b. Contract Payment Types In addition to the terms and conditions in Section 4 of the Uniform Terms and Conditions, payments regarding this contract shall be made according to the type of payment indicated with the check mark and as identified on the Contract Summary page(s) and defined as follows:
   i. NA Rate or Fixed Price – the Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable.
   ii. √ Fixed Price With Price Adjustment - Reimbursement to the Contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment, provided that the Total DES Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

c. Contract Payment Provisions
   i. If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
   ii. Under no circumstances shall Area Agency authorize payment to the Contractor that exceeds the contract or service reimbursement ceiling as stated on the Contract Summary page without an amendment to this contract, for services performed prior to or after the term of the contract without timely extension or renewal of the contract.
   iii. Payments for Fixed Price with Price Adjustment are subject to limitations and exceptions as provided in 45 CFR Part 74, Section 74.61(e) requires that cash reimbursements be timed to coincide with cash disbursements.
   iv. Failure to submit required financial and programmatic reports by the approved due date may result, at the option of Area Agency, in the assessment of a penalty equal to one percent (1%) of Area Agency reimbursement ceiling for each occurrence. This penalty is in addition to the forfeiture allowed by the Uniform General Terms and Conditions. Should a penalty be assessed, the level of service shall remain unchanged.

d. Compensation for Rate or Fixed Price
   i. Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the contract summary sheet.
   ii. The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
   iii. The rates per unit of service as stated in the Contract Summary page shall be considered payment in full for all services and supplies rendered or provided under the terms of these Special Terms and Conditions. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.
   iv. The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.

v. The Area Agency, working from the Contractor's completed billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date. Any disagreement over any disallowance may be submitted by the Contractor to the disputes process in accordance with the Uniform General Terms and Conditions.

vi. The Area Agency President/CEO shall be the sole determiner of the availability of funds.

e. Compensation for Fixed Price with Price Adjustment

i. Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all fixed prices with price adjustment services provided during the term of this contract is stated on the contract summary sheet.

ii. At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.

iii. If at contract termination the total number of eligible units of service delivered for any contracted service is below ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.

iv. The Area Agency shall not be obligated to compensate the contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.

v. The Contractor agrees to provide at least the amount of non-federal share as specified in the Contract Operating Budget. This amount must be contributed even if it exceeds the minimal amount required by law, regulations, or other provisions. Failure to provide this amount of non-federal share may result in a proportionate reduction of the Area Agency share or other disallowance action.

f. Reporting The Contractor shall report contract expenditures to the Area Agency in the manner prescribed by the "Reporting Requirements" section of these Terms and Conditions. Upon receipt of applicable, accurate, and complete records, Area Agency shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.

6. Area Agency Responsibility

a. Technical Assistance Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

7. Contractor Responsibility

a. Audit

i. In compliance with the Federal Single Audit Act (31 U.S.C. per. 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), contractors designated as subrecipients as prescribed by the Presidents' Council on Integrity and Efficiency Position Statement No. 6, receiving federal funds from all sources totaling $500,000 or more must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133. The audit must include the Reporting Package as outlined in OMB Circular A-133. Area Agency's contract numbers and award amounts must be included in a separate schedule, if not included on the schedule of federal financial assistance. The audit must be submitted to Area Agency.

ii. All Contractors are subject to the programmatic and fiscal monitoring requirements of Area Agency to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Area Agency contract numbers and award amounts. The audit must be submitted to Area Agency within thirty (30) days after the completion of the audit.

iii. As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Area Agency. Methods to ensure compliance for Federal awards made to for-profit sub-recipients may include pre-award audits, Area Agency monitoring during the contract, and post-award audits.

iv. Audits of non-profit corporations receiving federal or state monies required pursuant to federal or state law must be conducted as provided in 31 U.S.C. 7501 et seq. and A.R.S. §35-181.03 and any other applicable statutes, rules, regulations and standards.

b. Books and Records The following terms are in addition to the terms and conditions in Section 3 of the Uniform Terms and Conditions. Contract service records will be maintained in accordance with this contract, amendment, scope(s) of service, service specification(s), and any other Area Agency policies and directives. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:

i. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

ii. Maintain client signatures signifying receipt of each unit of service.

iii. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of fingerprint clearance card if applicable, wage rates, and effective dates of personnel actions affecting any of these items;

iv. Include time and attendance records for individual employees to support all salaries and wages paid;

v. Include records of the source of all receipts and the deposit of all funds received by the Contractor;

vi. Include original invoices, statements, sales tickets, billings for services, deposit slips, etc, and a cash disbursement journal and cancelled checks to reflect all receipts and disbursements applicable to the contract;

vii. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,

viii. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

c. Certification of Cost or Pricing Data By signing the offer, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the Area Agency shall be adjusted to exclude any significant amounts by which the Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the Area Agency may include overhead, profit, or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

d. Certification of Rate and/or Budget Contractor certifies the following:

i. The contract Rate or Budget set forth in this contract was prepared in accordance with applicable Area Agency guidelines and procedures;

ii. The information which was provided to Area Agency by the Contractor for use as a basis in approving the compensation budget or rate is accurate and in accordance with the "Unallowable Costs" section of these terms and conditions;

iii. Similar types of costs were accorded consistent accounting treatment in the development of the compensation section; and

iv. No costs are included as both direct and indirect costs. The Contractor agrees that the funds received under this contract will be expended to achieve the purposes of this contract and to meet costs defined as allowable in applicable federal or state laws, rules, regulations and guidelines. For contracts where costs are reimbursed, any costs deemed unallowable as determined by a financial audit shall be subject to recoupment pursuant to "Personnel" section. The Contractor shall be entitled to appeal such determination through Area Agency's appeal process.

e. Competitive Bidding Contractor is authorized to purchase the supplies and equipment itemized in the contract or specified in an amendment for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items, having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be subject to a financial audit exception. The documentation of bids and bid acceptance decision must be maintained for Area Agency review.

f. Equipment

i. If the Contractor is authorized, specifically by the Area Agency, to purchase equipment, it shall be itemized in the contract or in the Terms of the amendment for utilization in the delivery of contract services. If equipment purchase as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated with this contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Area Agency funds and submit the equipment inventory to the Area Agency. Reimbursement claims for equipment must include the detailed receipt identifying the equipment item, cost including taxes, shipping, and installation, and the type(s) of funds used from the Area Agency.

ii. The Area Agency and its funding sources shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased or assigned to the Contractor or assigned to the Contractor for the purposes of this contract under this contract. Area Agency shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.

iii. The Contractor shall not dispose of any equipment purchased or assigned under this contract without the prior written consent of Area Agency during and after the contract term. Such consent, if given, may include direction as to means of disposition and utilization of proceeds, including any necessary adjustments to the contract.

iv. Upon termination of this contract, any equipment purchased or assigned under this contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

g. Fingerprinting The provisions of A.R.S. §46-141 (as may be amended), as applicable to the specific contract service(s), are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

i. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall have a valid class one or class two fingerprint clearance card issued pursuant to title 41, chapter 12, article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven working days of employment.

ii. The provider shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

iii. Except as provided in A.R.S. §46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles

certifies pursuant to the provisions of A.R.S. §46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

iv. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. §46-141 (F) (as may be amended).

v. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

vi. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. §46-141 (F) (as may be amended).

h. Payment Recoupment Contractor must reimburse Area Agency upon demand or Area Agency may deduct from future payments the for the items below. As well, if Area Agency determines by an audit that the Contractor has improperly spent any monies paid to it under this contract, the Contractor agrees that Area Agency immediately may record or obtain a lien in the amount of such determination against real property and any other assets of the Contractor, and the Contractor shall sign all documents the Area Agency deems necessary to protect such liens. Failure to sign any such documents shall be a material breach of this contract.

i. Any amounts received by Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;

ii. Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;

iii. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" and/or "Conflict of Interest" sections of these terms and conditions;

iv. Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

v. Any amounts expended for items or purposes determined unallowable by Area Agency. When this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;

vi. Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

vii. Any amounts received by the Contractor from the Area Agency which are identified as a financial audit exception;

viii. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;

ix. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions;

x. Any payments made for services rendered before the contract begin date or after the contract termination date.

i. Reporting Requirements

i. Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the tenth (10th) day following each month during the contract term the Contractor shall submit to Area Agency programmatic and financial reports in the form set forth as required by the Area Agency. Failure to submit accurate and complete reports by

the tenth (10th) day following the end of a month may result, at the option of Area Agency in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency in a forfeiture of such payment.

ii. No later than the twenty-fifth (25th) day following the termination of this contract, contractor shall submit to Area Agency a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of Area Agency in forfeiture of final payment.

j. Supporting Documents and Information In addition to any documents, reports or information required by any other section of this contract, contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency.

k. Unallowable Costs The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Area Agency funds. In addition, the contractor shall comply with the following publications as applicable:

i. OMB Circular A-87 for State, local and Indian tribal governments.

ii. OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.

iii. OMB Circular A-21 for educational institutions.

iv. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

8. Contract Performance Terms

a. Evaluation Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessing, and evaluation of contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

b. Monitoring The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

c. Non-Discrimination Contractor shall ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

i. Unless exempt under federal law, the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

ii. If contractor is an Indian Tribal government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.

iii. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services. The Contractor shall also comply with Title II of the Americans with Disabilities Act, and The Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

iv. The following shall be included in all publications, forms, flyers, etc. that are distributed to

recipients of contract services:

"Under the Americans with Disabilities Act, the (insert Contractor name here) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (insert Contractor name here) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (insert Contractor name here) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: (insert Contractor contact person and phone number here)"

d. Personnel The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours set forth in this contract.

e. Professional Standards The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

f. Visitation, Inspection, and Copying Contractor's or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at anytime during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at anytime visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.

9. Programmatic Terms

a. Client Contributions, Fees, and Program Income The Contractor shall impose no fees or charges of any kind upon recipients of contract services without written approval from the Area Agency President/CEO. The Contractor shall solicit voluntary contributions from recipients/clients for services received. The Contractor shall not deny service to any client solely because he/she refuses to make a contribution. Any contributions generated and received by the Contractor as a result of contract services must be directly allocated to the contracted service and shall be disposed of and reported in accordance with the Area Agency Finance Manual.

b. Confidentiality Contractor shall observe and abide by all applicable State and Federal statues, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Area Agency and/or the Attorney General's Office as required by the terms of this contract, by law, or upon their request.

c. Fair Hearings and Service Recipients' Grievances

i. The Contractor shall advise all applicants for and recipients of contract services of their right, at anytime and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including but not limited to ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

ii. The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

d. Outcome Measurement Participation The Contractor shall participate with the Area Agency in efforts to comply with federal and state mandated requirements regarding the tracking of outcome measurement performance data and standards. Measurement data may be developed through joint planning efforts between the Contractor and the Area Agency or required as a result of mandates from federal or state fund sources.

III. PROVIDER SPECIFIC TERMS FOR PROGRAMS WITH ALTCS FUNDED SERVICES

Based on the Area Agency on Aging's contract with the ALTCS program of services, the following provisions are required for each subcontract. These provisions are verbatim to AHCCCS requirements.

MINIMUM SUBCONTRACT PROVISIONS

1. EVALUATION OF QUALITY, APPROPRIATENESS, OR TIMELINESS OF SERVICES The Arizona Health Care Cost Containment System Administration (AHCCCSA) or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.

2. RECORDS AND REPORTS The Contractor shall maintain all forms, records, reports and working papers used in the preparation of reports, files, correspondence, financial statements, records relating to quality of care, medical records, prescription files, statistical information and other records specified by AHCCCSA for purposes of audit and program management. The Contractor shall comply with all specifications for record-keeping established by AHCCCSA. All books and records shall be maintained to the extent and in such detail as shall properly reflect each service provided and all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment is made to the Contractor. Such material shall be subject to inspection and copying by the state, AHCCCSA and the U.S. Department of Health and Human Services during normal business hours at the place of business of the person or organization maintaining the records.

   The Contractor agrees to make available at the office of the Contractor, at all times reasonable times, any of its records for inspection., audit or reproduction, by any authorized representative of the state or federal governments.

   The Contractor shall preserve and make available all records for a period of five years from the date of final payment under this subcontract except as provided in paragraphs a. and b. below:

   A. If this subcontract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
   B. Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this subcontract, or costs and expenses of this subcontract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigation, claims or exceptions have been disposed of.

   The Contractor shall provide all reports requested by AHCCCSA, and all information from records relating to the performance of the Contractor which AHCCCSA may reasonably require. The Contractor reporting requirements may include, but are not limited to, timely and detailed utilization statistics, information and reports.

3. LIMITATIONS ON BILLING The Contractor shall not bill, nor attempt to collect payment directly or through a collection agency from a person claiming to be AHCCCS eligible without first receiving verification from AHCCCSA that the person was ineligible for AHCCCS on the date of service, or that services provided were not AHCCCS covered services. This provision shall not apply to patient contributions to the cost of services delivered by nursing homes.

4. ASSIGNMENT AND DELEGATION OF RIGHTS AND RESPONSIBILITIES No payment due the Contractor under this subcontract may be assigned without the prior approval of AHCCCSA. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCSA.

5. APPROVAL OF SUBCONTRACTS, AMENDMENTS OR TERMINATIONS This subcontract is subject to prior approval by AHCCCSA. The prime contractor shall notify AHCCCSA in the event of any proposed

amendment or termination during the term hereof. Any such amendment or termination is subject to the prior approval of AHCCCSA. Approval of the subcontract may be rescinded by the Director of AHCCCSA for violation of federal or state laws or rules.

6. WARRANTY OF SERVICES The Contractor, by execution of this subcontract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

7. SUBJECTION OF SUBCONTRACT The terms of this subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and AHCCCSA for the provision of covered services.

8. AWARDS OF OTHER SUBCONTRACTS AHCCCSA and/or the prime contractor may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee.

9. INDEMNIFICATION BY CONTRACTOR The Contractor agrees to hold harmless the state, all state officers and employees, AHCCCSA and other appropriate state agencies, and all officers and employees of AHCCCSA and all AHCCCS eligible persons in the event of nonpayment to the Contractor. The Contractor shall further indemnify and hold harmless the state, AHCCCSA, other appropriate state agencies, AHCCCS contractors, and their agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may, in any manner, accrue against the State, AHCCCSA or its agents, officers or employees, or AHCCCS contractors, through the intentional conduct, negligence or omission of the Contractor, its agent, officers or employees.

10. MAINTENANCE OF REQUIREMENTS TO DO BUSINESS AND PROVIDE SERVICES The Contractor shall be registered with AHCCCSA and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.

11. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this subcontract, without limitation to those designated within this subcontract.

12. SEVERABILITY If any provision of these standard subcontract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

13. VOIDABILITY OF SUBCONTRACT This subcontract is voidable and subject to immediate termination by AHCCCSA upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the subcontract without AHCCCS's prior written approval.

14. CONFIDENTIALITY REQUIREMENT Confidential information shall be safeguarded pursuant to 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, 41-1959 and 46-135, and AHCCCS and/or ALTCS Rules.

15. GRIEVANCE AND REQUEST FOR HEARING PROCEDURES Any grievance and request for hearings filed by the Contractor shall be adjudicated in accordance with AHCCCS Rules.

16. TERMINATION OF SUBCONTRACT AHCCCSA may, by written notice to the Contractor, terminate this subcontract if it is found, after notice and hearing by the State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with

respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the state makes such findings shall be in issue and may be reviewed in any competent court. If the subcontract is terminated under this section, unless the prime contractor is a governmental agency, instrumentality or subdivision thereof, AHCCCSA shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

17. PRIOR AUTHORIZATION AND UTILIZATION REVIEW The prime contractor and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review which is consistent with AHCCCS Rules and the prime contractor's policies.

18. NON-DESCRIMINATION REQUIREMENT If applicable, the Contractor shall comply with:
    A. The Equal Pay Act of 1963, as amended, which prohibits sex discrimination in the payment of wages to men and women performing substantially equal work under similar working conditions in the same establishment.
    B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin.
    C. Title VII of the Civil Rights Act of 1964, as amended which prohibits private employers, state and local governments, and educational institutions from discriminating against their employees and job applicants on the basis of race, religion, color, sex, or national origin.
    D. Title VII of the Civil Rights Act of 1964, as amended which prohibits private employers, state and local governments, and educational institutions from discriminating against their employees and job applicants on the basis of race, religion, color, sex, or national origin.
    E. The Civil Rights Act of 1991, which reverses in whole or in part, several recent Supreme Court decisions interpreting Title VII.

    F. The Age Discrimination in Employment Act (A.R.S. Title 41-1461, et seq.); which prohibits discrimination based on age.
    G. State Executive Order 99-4 and Federal Order 11246 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities.
    H. Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of the employment of qualified persons because of physical or mental handicap.
    I. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

19. COMPLIANCE WITH AHCCCS RULES RELATING TO AUDIT AND INSPECTION The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCSA.

20. CERTIFICATION OF TRUTHFULNESS OF REPRESENTATION By signing this subcontract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.

21. CERTIFICATION OF COMPLIANCE – ANTI-KICKBACK AND LABORATORY TESTING By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation therefrom. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCSA simultaneous copies of the information required by that rule to be sent to the Health Care Financing Administration.

22. CONFLICT OF INTERPRETATION OF PROVISIONS In the event of any conflict in interpretation between provisions of this subcontract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.

23. ENCOUNTER DATA REQUIREMENT If the Contractor does not bill the prime contractor (e.g., Contractor is capitated), the Contractor shall submit encounter data to the prime contractor in a form, acceptable to AHCCCSA.

24. CLINICAL LABORATORY IMPROVEMENT AMENDMETN (CLIA) OF 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCSA requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories.
Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. Prime contractor may not reimburse providers who do not comply with the above requirements.

25. INSURANCE *[This provision applies only if the Contractor provides services directly to AHCCCS members]* The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance. The Contractor agrees that any insurance protection required by this subcontract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCSA, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCSA shall have no responsibility or liability for any such taxes or insurance coverage.

26. FRAUD AND ABUSE If the Contractor discovers, or is made aware, that an incident of potential fraud or abuse has occurred, the Contractor shall report the incident to the prime contractor, who shall proceed in accordance with the *AHCCCS Health Plans and Program Contractors Policy for Prevention, Detection and Reporting of Fraud and Abuse.* Incidents involving potential member eligibility fraud should be reported to AHCCCSA, Office of Managed Care, Member Fraud Unit. All other incidents of potential fraud should be reported to AHCCCSA, Office of the Director, Office of Program Integrity. (See AHCCCS Rule R9-22-511.

IV. SPECIAL TERMS FOR SCAATS™ LICENSE & USER AGREEMENT

These Special Terms govern City of Avondale ("Licensee") use of the Business Innovations LLC ("Licensor") software known as SCAATS™ as purchased/obtained by Area Agency on Aging, Region One.

1. Ownership SCAATS™ software product is licensed to the Licensee by the Licensor, not sold. Licensor owns all copyright, trade secret, trademark, patent, and other proprietary rights to SCAATS™, which Licensee agrees to preserve.
2. Authorized Use Unless otherwise specifically provided in writing by Licensor and Area Agency (in which case specified usage rights apply), Licensor grants Licensee a nonexclusive, nontransferable, non-sublicensable, limited license to use SCAATS™ at specifically licensed stations.
3. Licenses Licensee will only operate SCAATS™ at the designated number of licensed computer station(s) and server(s) as identified below:

   Computer Station(s) and general locations:

   1 - desk-top at Avondale Senior Center, 1007 S 3rd St, Avondale, AZ

   Server(s) and general location: N/A
4. Technical Support from Area Agency Area Agency agrees to provide three specific venues of technical support: (1) software user training, (2) SCAATS™ system support, and (3) installation or relocation of SCAATS™ to computer stations upon implementation of license requirements with Licensor.
   - User Training shall include telephone assistance and formal training sessions.
     i. Telephone assistance will include access to Licensee's computer via remote access services. The remote access provider will be established by Area Agency and shall include permissions protocol from Licensee for each Area Agency remote access.
     ii. Annual full SCAATS™ training as well as quarterly sessions for user updates. Licensee may request additional training.
   - SCAATS™ System Support will be provided through agreement with Licensor through Area Agency. Area Agency authorizes Licensor access Licensee's server/computer system via Log Me In connective services. Area Agency will fund the. If errors are detected within the SCAATS™ software, corrections will be made by agreement between Area Agency and Licensor. Errors that are detected within the Licensee's equipment or computer configurations or due to Licensee's mis-use of SCAATS™ the Licensee will be responsible for full correction and all related expenses. Licensor is available to the Licensee at an hourly rate of ninety-five dollars ($95) for computers and one hundred dollars ($100) for servers Monday through Friday, 8am to 5pm.
   - Area Agency will provide installation or relocation of SCAATS™ to computer stations. Licensee is responsible for the licensing fee(s) to add new computer stations for operations of SCAATS™. License fees are three hundred, fifty dollars ($350) per station, payable directly to Licensor.
5. SCAATS™ and Computer Support responsibilities of Licensee Licensee agrees to properly maintain all computer equipment for the highest functionality of the SCAATS™ software including but not limited to the following aspects:
   - Will participate with Area Agency for remote access services for technical assistance and SCAATS™ system support.
   - Daily back-ups of the SCAATS™ database through a viable system that must ensure data recovery. Detailed information about this back-up system submitted by the Licensee to the Area Agency on Aging, Region One upon request.
   - Annual maintenance checks of all equipment and hardware including printers.
   - Equipment repairs as malfunctions or damage occur to computer(s) or server(s).
   - Enhancements to ensure maximum functionality of computer(s) or server(s).
6. Restrictions Licensee shall not (and shall not allow any third party to) (i) decompile, disassemble, or otherwise reverse engineer (except to the extent that applicable law prohibits reverse engineering restrictions) or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interface of SCAATS™ by any means whatsoever, (ii) remove any product identification, copyright, or other notices, (iii) provide, lease, lend, use for timesharing service bureau or hosting purposes or

otherwise use or allow others to use SCAATS™ for the benefit of third parties, (iv) modify or incorporate into or with other software or create a derivative work of any part of SCAATS™ without written permission from the Licensor or authorized agent, (v) disseminate information or analysis (including without limitation, benchmarks) regarding the quality or performance of SCAATS™ (vi) use the output or other information generated by SCAATS™ (including, without limitation, output describing the structure of the software program) for any purposes other than use by this Agreement, or (vii) resell, sublicense, distribute, or transfer SCAATS™ or any component thereof to any third party. Notwithstanding anything else, Licensor retains all title to and except as expressly licensed herein, all rights to SCAATS™ all copies thereof. Licensee must reproduce and include the copyright notice and other proprietary notices that appear on the original SCAATS™ product on any copies and any media thereof made in accordance with the terms of this Agreement.

7. Audit By signature below, Licensee certifies that SCAATS™ is being used pursuant to the terms of this Agreement. With prior reasonable notice, Licensor may audit the number of locations of SCAATS™ in use by Licensee provided such audit is during normal business hours. Licensee is responsible for such audit costs only in the event the audit reveals a material discrepancy or material breach on the part of the Licensee.
8. Remedies and Legal Actions The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to the exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the party with respect to such future performance shall continue in full force and effect. The remedies under this Agreement shall be cumulative and not alternative and the election of one remedy for a breach shall not preclude pursuit of other remedies unless as expressly provided in this Agreement. This Agreement shall be governed in all respects by the substantive laws of the Great State of Arizona, United States of America (excluding conflict of laws rules) as applied to agreements entered into and to be performed entirely within the Great State of Arizona between Arizona residents, without regard to the U.N. Convention on Contracts for International Sales of Goods. Any dispute regarding this Agreement involving the Licensor shall be subject to the exclusive jurisdiction of the Arizona state courts in and for Maricopa County, Arizona, or if there is federal jurisdiction, the identified United States District, and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement will be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fee. Licensor is an express third party beneficiary of this Agreement and can enforce this Agreement as to a party hereto.
9. Assignment Licensee shall not assign or otherwise transfer any of its rights, obligations, or license hereunder, including any assignment by operation of law as a result of the merger or acquisition or otherwise. For the purposes of this Agreement, a change of control shall be deemed an assignment. Subject to the foregoing, the provisions of this Agreement shall apply to and bind the successors and permitted assigns of the parties.

_____

SIGNATURE DATE

Charles McClendon, City Manager
AUTHORIZED NAME (LICENSEE), TITLE

CONGREGATE MEALS

I. SERVICE DEFINITION

A service that provides for a nutritious meal containing at least ⅓ of the Recommended Dietary Allowance for an individual in a congregate setting. This service provides for menu planning, meal preparation and service, staff training, nutrition education, and social interaction.

II. PROGRAM INFORMATION

a. The Aging and Adult Administration, through its contracts with the Area Agencies on Aging, shall provide nutrition services to "participants" - older adults and eligible persons with disabilities. For older adults, adequate nutrition may be especially important because of their vulnerability to chronic disease and condition which may impair their ability to function, their access to adequate food and nutrition, and their ability to live at home in the community. The old-old, minority individuals, low-income individuals, individuals who live alone, individuals with disabling conditions particularly those that interfere with their ability to shop and cook for themselves, and individuals with multiple chronic diseases may be at highest risk for poor nutrition and the resultant health consequences. Adequate nutrition is integral to healthy aging and the prevention or delay of chronic disease and disease-related disabilities. Congregate nutrition services improve participants' physical and mental health and prevent more costly interventions. This service provides for menu planning, meal preparation and service, staff training, nutrition education, and social interaction.

III. REPORTING UNIT

a. One unit of service equals one meal.

IV. LICENSURE REQUIREMENTS

The Contractor shall comply with the following licensure requirements:

a. Prepare and serve congregate meals in compliance with all municipal, county, state, and federal licensure and/or storage requirements related to food handling and distribution.

V. SERVICE STANDARDS

The Contractor shall comply with the following service standards:

a. Registered Dietitians and Registered Dietetic Technicians shall be individuals who meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and who maintain continuing education requirements.
b. Nutritionists shall be individuals with a Bachelor's or Master's degree in food and nutrition.
c. Certified Dietary Managers shall be individuals who meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and who maintain continuing education requirements.

VI. SERVICE REQUIREMENTS

The Contractor shall comply with the following service requirements:

a. Menu planning
    i. Develop cycle menus to be used on a quarterly basis (every 3 months). A cycle menu is a six or more week menu that will be rotated throughout the quarter.

ii. Keep menus available for audit inspection for at least one year after the meals have been served. Menus must also be kept for at least one year at the meal preparation site and the location where the meal was served.
iii. Plan menus with input from service participants.
iv. Write menus in the dominant language or languages of the participant group for each site.
v. Accommodate ethnic and cultural preferences of participants when planning menus.
vi. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Aging and Adult Administration "Nutrition and Food Service Management Manual (1999)" and as may be amended from time to time.
vii. Ensure that each meal contains at least one-third (⅓) of the current Recommended Dietary Allowance of nutrients, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council. Each meal must contain at least 600 calories but not more than 1,000 calories. Plan menus as hot meals. A cold meal may be planned occasionally to add variety to the menu, such as chef salad, or sub sandwich.
viii. Submit menus on the standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving. The R.D., Nutritionist, DTR, or CDM will verify this by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the Arizona Department of Economic Security Aging and Adult Administration "Nutrition and Food Service Management Manual" and as may be amended from time to time.
ix. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
x. Plan menus considering the availability of foods during seasons when they are most plentiful.

b. Meal preparation and service
i. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which must be made because of a temporary inability to obtain certain foods must be selected from the same food group, for example, ½ cup carrots for ½ cup green beans. Substitution menus for holidays and special occasions must meet menu requirements. All substitutions must be documented on the menu for site review.
ii. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
iii. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, i.e. diet order. All special diet menus must be approved by a Registered Dietician or Nutritionist.
iv. Maintain a distinct and physical separation of dining facilities from food preparation facilities. Use facilities and equipment that are suitable and accessible for use by aged and disabled individuals when providing congregate meals.
v. Use facilities and equipment that are suitable and accessible for use by aged and disabled individuals when providing congregate meals.
vi. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease. In no case shall aisles be less than 32 inches wide.
vii. Post menus at the site at least one week in advance, in a location at the site that is clearly accessible and visible to individuals attending the congregate meals site.
viii. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, ~~or Contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.~~ *Area Agency Region One only accepts individual signatures to validate meal services.*
ix. Document the number of meals provided each month.

x. Review food service expenditures in order to further cost effective management. Develop and implement an emergency plan to be used when a meal cannot be prepared or is unsuitable for consumption. This should include a three-day emergency menu with supplies on hand for implementation.

xi. Give participants an opportunity to contribute towards the cost of the meal in accordance with the Aging and Adult Administration Policy Chapter 3200.

c. Staff Training

i. Provide food safety and sanitation training for all new food service personnel within the first month of employment. Training must cover personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal or storage of left-overs.

ii. Ensure that all food handlers attend a course of food safety and sanitation within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.

iii. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.

iv. Document staff training in personnel files.

d. Nutrition Education

i. Plan, develop, and implement a written nutrition education program that includes at least two sessions/activities each quarter. Nutrition education may include written materials, demonstrations, audio-visual presentations, lectures, and small group discussions. It may pertain to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation. Nutrition information must be backed by credible research. Only materials from reputable sources shall be used such as The American Dietetic Association, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.

ii. Post and advertise nutrition education sessions/activities at least four weeks in advance.

iii. Submit for each center/site an outline of the proposed nutrition education program quarterly to the Area Agency on Aging.

iv. Document the date, topic covered, name of the presenter and the number of people who attended the nutrition education. Keep documentation available for audit inspection for at least one year at the center/site.

e. Social Interaction

i. Provide activities that encourage social interaction, e.g., recreation and group activities.

ii. Establish and maintain project/site councils.

f. Site Monitoring *Area Agency on Aging shall complete the following:*

i. Monitor on an annual basis the centers/sites for compliance to the scope of work.

ii. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

HOME DELIVERED MEALS

I. SERVICE DEFINITION

A service that provides for a nutritious meal containing at least ⅓ of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

II. PROGRAM INFORMATION

a. The Aging and Adult Administration, though its contracts with the Area Agencies on Aging, shall provide nutrition services to "participants" - older adults and eligible persons with disabilities. For older adults, adequate nutrition may be especially important because of their vulnerability to chronic disease and condition which may impair their ability to function, their access to adequate food and nutrition, and their ability to live at home in the community. The old-old, minority individuals, low-income individuals, individuals who live alone, individuals with disabling conditions particularly those that interfere with their ability to shop and cook for themselves, and individuals with multiple chronic diseases may be at highest risk for poor nutrition and the resultant health consequences. Adequate nutrition is integral to healthy aging and the prevention or delay of chronic disease and disease-related disabilities. Home-delivered nutrition services enable older adults to avoid or delay costly institutionalization and allow them to stay in their homes and communities.

b. *Area Agency on Aging, Region One's authorized case management agencies shall perform the following:* An assessment is required for a home-delivered meal participant to establish eligibility according to the Aging and Adult Administration Case Management Policy and Procedure Manual Chapter 3120 and as may be amended from time to time.

III. REPORTING UNIT

a. One unit of service equals one meal.

IV. LICENSURE STANDARDS

The Contractor shall comply with the following licensure requirements:

a. Prepare and serve home delivered meals in compliance with all municipal, county, state, and federal licensure and/or storage requirements related to food handling and distribution.

V. SERVICE STANDARDS

The Contractor shall comply with the following service standards:

a. Registered Dieticians and Registered Dietetic Technicians shall be individuals who meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and who maintain continuing education requirements.
b. Nutritionists shall be individuals with a Bachelor's or Master's degree in food and nutrition.
c. Certified Dietary Managers shall be individuals who meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and who maintain continuing education requirements.

VI. SERVICE REQUIREMENTS

The Contractor shall comply with the following service requirements:

a. Menu planning
    i. Develop cycle menus to be used on a quarterly basis (every 3 months). A cycle menu is a six or more week menu that will be rotated throughout the quarter.
    ii. Keep menus available for audit inspection for at least one year after the meals have been served. Menus must also be kept for at least one year at the meal preparation site.
    iii. Write menus in the dominant language or languages of the participant group.

iv. Accommodate ethnic and cultural preferences when planning menus.
v. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Aging and Adult Administration "Nutrition and Food Service Management Manual" and as may be amended from time to time.
vi. Secure approval of menus on the standardized menu form by a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving.
vii. Ensure that each meal contains at least one-third (⅓) of the current Recommended Dietary Allowance of nutrients, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council. Each meal must contain at least 600 calories but not more than 1,000 calories.
viii. Submit menus on the standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving. The R.D., Nutritionist, DTR, or CDM will verify this by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the Arizona Department of Economic Security Aging and Adult Administration "Nutrition and Food Service Management Manual."
ix. Plan menus as hot meals. A cold meal may be planned occasionally to add variety to the menu, such as chef salad, or sub sandwich.
x. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
xi. Plan menus considering the availability of foods during seasons when they are most plentiful.

b. Meal Preparation and Service
i. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which must be made because of a temporary inability to obtain certain foods must be selected from the same food group, for example, ½ cup carrots for ½ cup green beans. Substitution menus for holidays and special occasions must meet menu requirements. All substitutions must be documented on the menu for site review.
ii. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
iii. Package and deliver meals in a safe and sanitary manner.
iv. Deliver meals to an individual, i.e., not left on doorsteps, mailboxes, or porches.
v. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the menu at least one week in advance.
vi. Obtain the individual's signature and date for each meal delivered and maintain the signatures in a central file.
vii. Document in the individual's service log the number of meals received each month.
viii. Maintain record/log of the number of meals delivered each month to each participant.
ix. Assess mental and physical status of the individual at the time of meal delivery.
x. Refer all individuals for appropriate action who present additional medical or social problems during the course of service delivery.
xi. When appropriate for the preservation of the nutritional quality of the meal and/or the efficiency of food delivery, meals may be prepared then chilled and/or frozen for distribution. Documentation of the participant's ability to store and reheat the meal to appropriate temperatures must be maintained in the file.
xii. Provide frozen or shelf stable meal when it will be used as meals for non-delivery days, additional meals for the same day, or where it is cost-effective to service expansion to provide frozen meals beyond the limitations of a hot meal delivery circuit, provided that (1) the meal, its menu and its preparation meet all the standards of this service specification, (2) it is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s), and (3) *Area Agency on Aging, Region One shall*

require case management to meet the following: if an individual is to receive more than one frozen meal per delivery, then the reason for receiving delivery of multiple meals must also be documented in the individual's case record.

xiii. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, i.e. diet order. All special diet menus must approved by a RD, Nutritionist, DTR, or CDM.

xiv. Review food service expenditures in order to further cost effective management.

xv. Develop and implement an emergency plan to be used when the meal cannot be prepared or is unsuitable for consumption. This should include a three-day emergency menu with supplies on hand for implementation.

xvi. Give participants an opportunity to contribute towards the cost of the meal in accordance with the Aging and Adult Administration Policy Chapters 3200.

VII. STAFF TRAINING

a. Provide food safety and sanitation training for all new food service personnel within the first month of employment. Training must cover personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal or storage of leftovers.

b. Ensure that all food handlers attend a course of food safety and sanitation within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.

c. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.

d. Train meal delivery staff in communication and observation skills necessary to assess an individual's mental and physical status at the time of meal delivery.

e. Document staff training in personnel files.

VIII. NUTRITION EDUCATION

Provide the printed nutrition education materials from the congregate site nutrition education sessions conducted two times per quarter to home delivered meal participants.

HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION

   a. To provide for delivery of home delivered meals.
   b. To conduct a welfare check of the homebound individual as to his/her health or social needs.
   c. All clients must be authorized by Area Agency designated case management agencies.
   d. Assessments of clients need for meals and the specific need for more than one meal per day shall be the sole responsibility of case management.

2. ADDITIONAL DEFINITION OF UNIT OF SERVICE

   a. One unit of service equals one meal transported.

3. SERVICE TASKS

The provider is responsible for transporting meals to clients based on the service authorization. The provider shall comply with the following requirements when delivering meals:

a. Delivery of Home Delivered Meals
   i. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
   ii. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
   iii. Two (2) references from persons other than family members must be contacted for newly hired home delivered meal employees and newly recruited volunteers for delivery of home delivered meals. Documentation of contacts must be kept on file.
   iv. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training is the primary responsibility of the senior center manager. Training must minimally include:
      1. social needs of the homebound client;
      2. development of observation of skills necessary to detect changes in client functioning or status;
      3. appropriate methods of interacting with homebound clients;
      4. appropriate responses to client medical emergencies;
      5. methods of reporting changes in client's physical/mental status;
      6. methods for reporting barriers to service delivery; and
      7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all donors.
   v. A review must be conducted at least monthly by staff and/or delivery coordinator of the client status, routes (including time and distance) delivery specifications, compliance, and changes, and other home delivered meal services.

b. Client Signatures
   i. All clients must sign for the receipt of each home delivered meal.
   ii. If an emergency or temporary condition (such as an injury) exists that prevents the client from signing on a short-term basis, the delivery person may sign for the client and shall note on the signature sheet the condition.
   iii. If a client is unable to sign his/her name the following steps should be taken:
      1. the client, if able, will mark an "X" on the signature sheet;

2. an adult in the home must sign the client's name and initial the signature. In the absence of a person in the home, the delivery person may execute a signature and initial the signature.
3. If the client is unable to mark and "X", then an adult in the home should sign and initial the signature. In the absence of a person in the home, the delivery person may execute a signature and initial the signature.

c. Meal Delivery
   i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
   ii. A route sheet listing all clients' names, addresses, diet of meal, ability to sign for meal, and any special delivery instructions must be used by the driver.
   iii. Home delivered meal carriers must be opened only when necessary to remove individual meals and resealed immediately in order to help maintain appropriate meal temperatures throughout the delivery.
   iv. Delivery of the meal must be made directly to the client. Meals may not be left with other persons at the home if the client is not home. In addition, meals may not be left at the door, on the porch or with neighbors.
   v. Delivery person will provide assistance, if needed, in opening the meal containers.
   vi. Delivery staff will allow for time in the home to inquire as to the well being and health of the client. The delivery staff must report all changes in client's mental or physical status to the senior center staff. The senior center staff must document the report in the client's file and make a referral to the client's case manager for follow up.
   vii. If the client is not home to receive the meal, the meal must be returned to the senior center.

d. Non-Provision of Service Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file by the senior center staff. The following steps should be taken for non-provision due to a client not at home:
   i. The meal must be returned to the center, record the non-provision of service on the signature/route sheet, and notify the senior center manager of the non-provision.
   ii. Staff must attempt contact with the client and/or emergency contact on that day.
   iii. After the second consecutive day of non-provision, place the client on hold, attempt contact again with the client and emergency contact, *and* notify the case manager. Continue to follow up thereafter.

4. CLIENT CONTRIBUTION POLICIES

a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.
b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
c. Suggested contribution rates shall be developed by the provider through the site council and reviewed annually. Any suggested contribution shall not imply a charge.
d. Methods for collecting contributions may vary. However, any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.
e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
f. Contributions toward the service shall be used solely to maintain or expand the service.
g. The amount of contributions shall be accounted for on a monthly basis and reported to the Area Agency on Aging on the monthly financial report.

5. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures and directives regarding billing and as follows:

a. All home delivered meal operations must be conducted using the SCAATS™ software. Contractor shall comply with all SCAATS™ specific requirements as presented in this contract.
b. Reports and documentation must be reported on a calendar month only as follows:
    i. HDM Master List
    ii. Program Report
    iii. Financial Statement
c. Deadlines:
    i. Monthly Billing No later than the tenth (10th) calendar day following each month, the contractor shall submit to the Area Agency the reports listed. If the 10th calendar day falls on a weekend or holiday, the monthly billing shall be submitted the last working day prior to the 10th calendar day. All billing must be submitted at one time.
    ii. Fiscal Year End Billing The fiscal year ends June 30th and the billing deadline to close the fiscal year shall be July 20th. Contractors not complying with this deadline shall forfeit any reimbursement for outstanding billing.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

MULTIPURPOSE CENTER OPERATIONS

I. SERVICE DESCRIPTION

a. A service that operates facilities and maintains activities necessary for the delivery of services.

II. PROGRAM INFORMATION

a. Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services that include: the provision of physical and mental health, social, nutritional, educational and recreational activities for older individuals. The main purpose is to foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals. Multipurpose centers also provide beneficial intergenerational opportunities.

III. REPORTING UNIT

a. One unit of service equals 60 minutes of staff time.

IV. LICENSURE REQUIREMENTS

The Contractor shall comply with the following service standards:

a. All facilities used for Multipurpose Center Operations shall comply with Federal and State and local Laws regarding public facilities, fire and sanitary codes and licensures.

V. SERVICE REQUIREMENTS

The Contractor shall comply with the following service requirements:

a. Operations
    i. Provide services to meet the cultural and language needs of those being served. Employ bilingual staff in centers with a high percent of non-English speaking participants.
    ii. Maintain records (e.g., client participation, financial, staffing, activities).
    iii. Establish and post a donation/contribution policy for services.
    iv. Train staff on services related to the elderly.
    v. Establish and maintain project/site councils.
    vi. Involve participants in program planning and implementation.
b. Information on available services
    i. Maintain and update a resource file of services and resource referrals.
    ii. Provide written and verbal information on the following: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.
c. Referral and assistance in accessing the services.
    i. Assess/determine the services needed by individuals and groups.
    ii. Contact agencies providing the identified services.
    iii. Provide/arrange for transportation to services when necessary.
    iv. Provide or arrange for assistance when the individual is handicapped or has limited English abilities.

v. Provide follow-up with individual and with agency providing service.

d. Outreach
   i. Perform outreach to ensure the participation of the economically and socially needy individuals and of minorities.
   ii. Provide written and verbal information to community groups on services available at the center and offered by other agencies.
   iii. Conduct home visits to home-bound elderly in the community.

e. Education
   i. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics: consumer and continuing education, retirement and financial planning.
   ii. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals.
   iii. Provide written information on health promotion, disease prevention, metal and physical health to include home bound individuals.
   iv. Develop and maintain on-going physical activity programs.
   v. Coordinate with local community resources to provide health screening and health risk assessments.
   vi. Provide training on the self-management of chronic conditions.
   vii. Develop and distribute a monthly calendar for educational activities.

f. Volunteer Opportunities
   i. Designate a volunteer coordinator to provide meaningful volunteer opportunities for older individuals.
   ii. Develop a volunteer recruitment system.
   iii. Provide job descriptions for volunteers.
   iv. Provide training for volunteers.

g. Recreational Activities
   i. Provide recreational activities appropriate to the physical and emotional needs of older individuals.
   ii. Develop and distribute a monthly calendar for recreational activities that may include: entertainment, arts and crafts, field trips, special interest classes, and table games.

h. Intergenerational Programs
   i. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.

MULTIPURPOSE CENTER OPERATIONS

1. ADDITIONAL REPORTING UNIT

   a. A unit shall also be one activity in the categories of health promotion and exercise.

2. SERVICE STANDARDS

   Contractor shall comply with the following minimum standards:

   a. Health Promotion Conduct a minimum of two (2) health promotion activities per month that may include (but not limited to) health screening, disease information, nutrition education, home safety and education sessions that will emphasize the benefits of physical exercise and activity.
   b. Exercise Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.

3. REPORTING REQUIREMENTS

   Contractor shall comply with all Area Agency policies, procedures and directives regarding billing and as follows:

   a. All health promotion and exercise sessions must be reported using the SCAATS™ software. Contractor shall comply with all SCAATS™ specific requirements as presented in this contract.
   b. Reports and documentation must be reported as follows:
      i. Program Report
      ii. Calendar of Activities
      iii. Financial Statement
   c. Deadlines:
      i. <u>Monthly Billing</u> No later than the tenth (10th) calendar day following each month, the contractor shall submit to the Area Agency the reports listed. If the 10th calendar day falls on a weekend or holiday, the monthly billing shall be submitted the last working day prior to the 10th calendar day. All billing must be submitted at one time.
      ii. <u>Fiscal Year End Billing</u> The fiscal year ends June 30th and the billing deadline to close the fiscal year shall be July 20th. Contractors not complying with this deadline shall forfeit any reimbursement for outstanding billing.

EXPERIENCE, METHODOLOGY AND QUALIFICATIONS
CONGREGATE MEALS

A. **Identify the number of meals, by site, served, projected, and proposed.**

SITE	FY 2004	FY 2005	FY 2006 PROJECTED	FY 2007 PROPOSED
Avondale	10,800	11,170	12,687	13,000
Cashion	4,200	3,109	4,185	4,500

B. **Describe the organization's process for quality assurance and for customer satisfaction.**
Seniors who participate in the Congregate Meal Program are surveyed to learn their level of satisfaction with the quality of meals served. Each year changes are made in the menu to reflect this feedback. When the six week menus are developed the staff takes participant information and brainstorms ideas for the new menu. In addition to senior suggestions and staff ideas, ways to develop menus which are creative in meeting nutritional requirements are researched.

Staff actions to assure the quality of meal preparation, food, recipes, and cooking methods include: following the recommendations and guidelines from the AAA dietician. Make sure that the requirements from Environmental Services are followed and strive for a gold rating. Check food at the time of delivery to ensure that it is of high quality. Select recipes that are healthy, will taste good to the seniors, and are attractive additions to the menu.

C. **Describe the participant outcomes that you are currently measuring and summarize the results.**
One outcome measure is attendance in the Congregate Meal Program. As indicated in the numbers of meals served above, this number has increased over the past several years. Menu satisfaction is measured through feedback from participating seniors and from those seniors who serve on the Senior Site Council.

Currently there are no outcome measurements taken which measure nutrition scores, health/medical issues, or changes in hospitalization frequencies.

D. **Identify meal contribution averages**:

FY 2004	FY 2005	FY 2006 PROJECTED	FY 2007 PROPOSED
$ .48	$ .57	$ .47	$ .65

E. **Identify the methods used to encourage and ensure voluntary/confidential participant contributions.**
When seniors register to attend the Congregate Meal Program the expectation that they will contribute when possible is made clear. When senior participants come to the center they know that the expectation is that they will, if possible, contribute. A system has been developed to track what money is donated in order to make contributing as convenient for the seniors as possible.

The system which is in place to track donated money is as follows: the participant signs in to the center and places their contribution in the locked box which is on the sign-in table. The program participants are reminded about the importance of meal contributions on a regular basis. City of Avondale Finance Department procedures for the accounting and deposit of donations are followed, which meet Area Agency guidelines.

F. **Describe the following:**

1. How participants are involved in the menu planning and meal program:

Periodic surveys are made of participating seniors to gage satisfaction with the food service. Members of the Senior Site Council review the six week menus before they are submitted to AAA.

2. **Cultural diversity/preference is incorporated into the menu planning process**:
   The amount of Mexican food has been decreased to once per week in response to feedback from participating seniors.
3. **Innovative menus and meal options**:
   Professional dietitians review the menu and meal preparation procedures and make suggestions and recommendations. Currently we are reviewing the option of outsourcing the meal preparation operation. With two new hospitals and several new catering services now available in the West Valley there are more potentially innovative options to our current meal preparation operation.

G. **How is the nutritional analysis (provided by Area Agency with each menu cycle) utilized to ensure appropriate nutritional content of meals?**
The nutritional analysis which comes with each set of six week menus is distributed to all staff who work in the Congregate Meal program. This information is discussed at staff meetings and changes are incorporated into the menus. Issues such as excess fat, excess salt, and vitamin content are reviewed in an effort to establish menu cycles which are optimally healthy for senior participants.

H. **Identify the training / in-service plan for food service workers.**
Staff who are involved with food service meet monthly to review menus, feedback from seniors, and to explore new and innovative food options. Included in the meeting are two certified food managers who lend their expertise to the discussion. Meetings are held with Food Bank staff in an effort to improve the quality of our food service. Reports from Environmental Services are reviewed and improvements made based on this data.

I. **Describe how volunteers are recruited, managed, and the positions/tasks they perform.**
The main source of volunteers in the Congregate Meal program is the participating seniors themselves. Tasks volunteers perform include serving meals, overseeing the sign-in table, issues meal tickets, decorating for special events and parties, assisting with commodity food and food box programs, and assisting seniors who may have limited mobility. Other volunteers have assisted periodically by teaching arts and crafts lessons and assisting the seniors in developing their computer skills.

J. **Submit an outline of the proposed two nutrition education programs quarterly.**
A minimum of eight discussions a year are devoted to nutrition education. These include the nutritional aspects of preventing and minimizing osteoporosis, diabetes, high cholesterol, high blood pressure, eye disease, and arthritis. Speakers on these topics will come from our Healthy Avondale 2010 initiative which has received a mini-grant from the AZ Department of Health Services to provide nutritional education to seniors; Sun Health, and Bone Builders.

EXPERIENCE, METHODOLOGY AND QUALIFICATIONS

HOME DELIVERED MEALS

I. MEAL PREPARATION

A. **Describe the agency's process for quality assurance and customer satisfaction.**
Several procedures are used to ensure quality assurance and customer satisfaction for the seniors who receive Home Delivered Meals. Seniors are surveyed to discover their level of satisfaction with the quality and variety of the meals. Each month a staff member goes out on each of the three van routes to speak with participants and ensure that they are satisfied with the meal service. Several items have been dropped from the menu due to feedback that these items did not travel or reheat well.

Staff actions to assure the quality of meal preparation, food, recipes, and cooking methods include: following the recommendations and guidelines from the AAA dietician. Make sure that the requirements from Environmental Services are followed and strive for a gold rating. Check food at the time of delivery to ensure that it is of high quality. Select recipes that are healthy, will taste good to the seniors, and are attractive additions to the menu. Maricopa County STS drivers take the meal temperatures monthly, the results are reviewed by supervisory staff. Meals are packaged to maintain correct temperatures.

B. Describe the menu planning process for the following:

1. **How HDM clients are involved**:
   The same kitchen staff which prepares the Congregate Meals prepares the meals for the Home Delivered Meal program. The demographics of both groups are comparable and generally suggestions from the Congregate Meal group matches those made by the Home Delivered Meal clients. When staff visits with the recipients of the home delivered meals they ask if there are suggestions for menu changes and if the meals received are satisfactory.
2. **How cultural diversity/preference is implemented**:
   When staff goes out on the Home Delivered Meal routes one of the questions asked is if recipients feel that their cultural preferences are being met. Changes are made if indicated.

C. How will the nutritional analysis (provided by Area Agency with each menu cycle) be utilized to ensure appropriate nutritional content of meals?
The nutritional analysis which comes with each set of six week menus is distributed to all staff who work in the Home Delivered Meal program. This information is discussed at staff meetings and changes are incorporated into the menus. Issues such as excess fat, excess salt, and vitamin content are reviewed in an effort to establish menu cycles which are optimally healthy for senior participants.

D. **Identify the current average daily meals as follows**:

SITE	FY 2005	FY 2006 PROJECTED	FY 2007 PROPOSED
HDM	15,721	16,000	16,000

E. **Describe the methods used to internally monitor program units and expenditures to ensure maximum use of resources.**
The AAA Home Delivered Meal Program Report is generated monthly and allows staff to track the number of units produced for the month. This data is measured against the contract goal for the year to ensure compliance. Food costs are reviewed monthly to ensure that food is purchased from the most competitive supplier. Food costs are regularly compared to the amount budgeted for them in order to stay within budget. Adjustments in purchases are made as indicated by this comparison.

F. **Identify the methods used to encourage SAIL client contributions.**

SAIL members are first encouraged to contribute by the SAIL case managers. When we receive the Service Authorization Forms staff contacts the seniors to let them know about the program details including the opportunity to contribute. Staff sends a welcome letter to each participant with information about contributing.

Staff rides on the STS meal delivery vans monthly to meet with participants. One purpose for this is to give staff the opportunity to discuss the value of meal contributions.

G. **Identify SAIL client meal contribution averages:**

FY 2004	FY 2005	FY 2006 PROJECTED	FY 2007 PROPOSED
$ .54	$ .49	$ .55	$ .58

H. **Submit an outline of the proposed two nutrition education programs quarterly.**

A minimum of eight discussions a year are devoted to nutrition education. These include the nutritional aspects of preventing or minimizing osteoporosis, diabetes, high cholesterol, high blood pressure, eye disease, and arthritis. Speakers on these topics come from our Healthy Avondale 2010 initiative, Sun Health, and Bone Builders. Because these are offered at the senior center and Home Delivered Meal participates are unable to attend, handouts are sent along with the meals to their homes.

I. **List training programs:**

1. **New staff orientation and competency:**

   the City of Avondale provides a comprehensive new employee training which is mandated for new staff.

2. **Conducted in current FY 2006**
3. **Planned for FY 2007:**

   Those staff and volunteers who work in the HDM program have met training requirements to qualify for the food handler card or the food manager card. In-service training takes place monthly at staff meetings, the city of Avondale provides ongoing training on topics such as safety, customer service, and cultural sensitivity. Staff is encouraged to attend training related to food preparation when that training is available.

J. **If applicable, identify the following regarding the agency's private pay or subsidized home delivered meal program:**

1. **Rate structure**
2. **Outreach/target population**
3. **Orientation/oversight to ensure independence or referral for additional services**

Private pay Home Delivered Meal participants are charged five dollars per meal. Information on the availability of this service is included in general program publicity. Our work in providing support and education to caregivers has been helpful in advertising this service. Meals that are provided to private pay participants are delivered in the same way and meet the same standards as in the subsidized Home Delivered Meal service.

II. DELIVERY OF HOME DELIVERED MEALS

A. **Describe the overall service delivery system and the coordination of services through any subcontracts.**

Meals are prepared in the same kitchen which provides meals for the Congregate Meal program. These meals are packaged and transported in thermal bags with heat stones to participants' homes. There are three van routes used to deliver these meals. The van service is provided by Maricopa County Special Transportation Services through a contract with AAA. Referrals for service come from case management programs and from private pay participants.

B. Describe the routing system and evaluation to ensure time/distance efficiency while maximizing client interaction during delivery.

Three routes are provided by Special Transportation Services for the Home Delivered Meal program. These routes have been designed to be as efficient as possible in serving the program participants. When a new request for service is received the existing routes are reviewed and the new participant is assigned to the route which runs closest to the home of the new participant. Senior program staff meets with staff from Special Transportation Services to discuss service provision and how to maximize efficiency. Each time a meal is delivered the driver has the opportunity to interact with the participant and judge the well being of that person. Senior program staff rides on each route each month to meet with participants and evaluate their satisfaction with the program.

C. **Describe the organization's process for quality assurance in the following areas:**

1. **Welfare checks:**
   Each time a meal is delivered the driver has the opportunity to interact with the participant and evaluate the well being of that person.
2. **Reporting client concerns or changes in condition:**
   If the STS driver suspects a problem the driver reports the problem to STS supervisors and to Avondale senior program staff. Follow-up is conducted by staff and if the senior has a case manager that person is notified. The family member or emergency contact is also notified of the problem.
3. **Responding to urgent or emergency situations:**
   If a driver encounters an emergency situation the driver would call 911 if appropriate and then report the incident as mandated by the procedures described in number two above.
4. **Obtaining client signatures:**
   Van drivers are required to get the signature of the participant when the meal is received. If this is not possible, prior arrangements must be made with HDM staff for someone else to sign for the meal. When there are continued problems in getting a particular signature, a staff member from the HDM program will visit the home and assess the situation. HDM program staff verifies the signature obtained by the drivers each day.

D. Describe the emergency plans to ensure that clients receive a meal when staff or vehicle(s) are unavailable.

Maricopa County Special Transportation Services provides the vans and drivers for the Home Delivered Meal program. They are able to supply backup vans and drivers when necessary. In the unlikely event that STS was unable to provide backup service, City of Avondale vans and staff could be made available for meal delivery.

E. **Identify by site the following:**

CURRENT FY 2006 SITE	# ROUTES	AVG DAILY MEALS	AVG # MEALS PER ROUTE	DAILY CAPACITY
Avondale	Three	65 - 80	19 – 31	30 –38 per route

PROPOSED FY 2007 SITE	# ROUTES	AVG DAILY MEALS	AVG # MEALS PER ROUTE	DAILY CAPACITY
Avondale	Three	70 - 85	22 – 38	30 –38 per route

F. **Describe methods to ensure that rural geographic areas of the PSA are served.**

When requests for service from the Home Delivered Meal program are received the geographic location of the home is considered when the request is assigned to a van route. Keeping the delivery time within standards is critical in assigning deliveries to vans.

G. List training programs *specifically for delivery policies and issues* for the following:

1. **New staff orientation and competency**
2. **Conducted/Planned in current contract year**
3. **Planned for FY 2007**

Van drivers are oriented and trained by their employer which is Maricopa County Special Transportation Services. This training is provided as part of the contract with STS. Staff in the Home Delivered Meal program has daily contact with the STS drivers which allows them to communicate any problem situations which may arise with participants. HDM staff ensures that drivers know the needs of the program participants and the location of their homes. Any staff who accompany the drivers are trained in the HDM program procedures and practices.

EXPERIENCE, METHODOLOGY AND QUALIFICATIONS

MULTIPURPOSE CENTER OPERATIONS

A. **List the steps taken to welcome and orient new and potential participants to the senior center.**
New and potential participants are welcomed at the center by the Senior Program staff and volunteers. When entering the activity room, a greeters desk is in a prominent location. Each new participant is provided a welcome packet that provides Senior Program information, including but not limited to contact phone numbers for local senior resources, times and days of Senior Program operation, descriptions of activity and meal procedures, and monthly activity calendars and menus. Tours of the facility are given and introductions are made to staff, volunteers, and other participants. The Senior Program staff completes the necessary registration information. New participants are encouraged to ask questions and ask for clarification of procedures. Each new participant is formally introduced to the Senior Program participants during the noon program announcements.

B. **Describe how the following service specification standards are met**:
1. **Exercise (1 per week)**:
Exercise includes walking, seated exercises, and exercising to videos.
2. **Health Promotion (2 per month):**
The Sun Health program Fit Source is being used in the center. Information on health is provided which includes a wide range of topics and screenings relevant to seniors. These topics are presented by Sun Health, Bone Builders, and through the Healthy Avondale 2010 speakers bureau.
3. **Social/Recreation (daily):**
Each month an activity calendar is developed which is designed to meet the requests of senior participants and meet contract standards. A variety of special events are held each month in addition to regularly scheduled daily activities. Special events include activities such as education groups, seasonal and birthday parties, movies, and discussion groups. City Council has made available funds to provide a bus outing each month to a point of interest in the Valley or in Arizona.

C. **Identify the services provided through the senior center**
1. **Social services**:
The senior program is located in the Avondale Community Center which also houses the City's Social Service Division. Social service needs of the seniors can be addressed by this staff.
2. **Support Groups**:
Group services may include case management, rent/utility assistance, caregiving workshops and support groups, and referral to other community resources.
3. **Community and Intergenerational programs**:
A brown bag medication program (medication awareness program) is provided to community members. A container gardening program has begun which involves both seniors and children who attend Avondale's after school program.

D. **Identify methods to attract attendance specifically for the social services and recreation components of the senior center.**
The monthly activity calendars are made available on the City's website and in local printed media. The wide range of activities, increased outings, and events has attracted new participants. Word of mouth continues to be an effective way to attract seniors.

E. **Describe the role of the site council in the planning and overall operations of the program.**
The Senior Site Council is active in planning activities and providing menu ideas. The Council meets monthly to provide program input. The Council plans fund raising events which allow the seniors to have special events which might otherwise be cost prohibitive. The Council is represented on the City's Social Services Advisory Board and that member serves on the Advisory Board's senior services sub-committee.

F. **Describe the volunteer jobs/tasks, recruitment, placement, retention, and recognition.**

The main source of volunteers for the Senior Program is the participating seniors themselves. Tasks volunteers perform include serving meals, overseeing the sign-in table, issues meal tickets, decorating for special events and parties, assisting with commodity food and food box programs, and assisting seniors who may have limited mobility. Other volunteers have assisted periodically by teaching arts and crafts lessons and assisting the seniors in developing their computer skills. Volunteer opportunities are listed with the Volunteer Center and announced during the meal time announcements. The biggest source of volunteer recruitment is word of mouth. Each year there is a volunteer recognition event which is organized by the Senior Program staff.

OUTREACH PLAN

Goal #1 Marketing activities that will specifically reach socially and economically needy older individuals with particular attention to low-income minorities and non-English or limited English individuals in proposed PSAs.

Objectives:

- Plan & schedule activities/programs designed to appeal to lower income and non/limited English speaking senior participants.
    - Timeline/Frequency: Five events per week
    - Assigned # of staff and # hours per month: Senior Aides, 12 hours
- Display information at various city locations and events including the Libraries, Civic Center, Community Centers and special events sponsored by the department
    - Timeline/Frequency: Ongoing
    - Assigned # of staff and # hours per month: Recreation Coordinator, 3 hours
- Collaborate with staff to provide programs for seniors in the Avondale Senior Village, Vianney Villas and Rose Terrace
    - Timeline/Frequency: Once each month
    - Assigned # of staff and # hours per month: Senior Aides, 4 hours

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Goal #2 Marketing activities that will reach the isolated and/or homebound population and possibly rural geographic areas of proposed PSA.

Objectives:

- Prepare and distribute monthly calendars, flyers of upcoming events and other informative materials to homebound population
    - Timeline/Frequency: Ongoing
    - Assigned # of staff and # hours per month: Senior Administrative Asst, 2 hours
- Develop and maintain a database for the targeted population for marketing activities
    - Timeline/Frequency: Ongoing
    - Assigned # of staff and # hours per month: Senior Administrative Asst, 4 hours

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Goal #3 Marketing and presentations to community agencies and through community media sources to develop awareness of the program features and availability.

Objectives:

- Update the senior section of the City of Avondale's website with current activities and resources available
    - Timeline/Frequency: Monthly
    - Assigned # of staff and # hours per month: Recreation Coordinator, 4 hours
- Collaborate with City of Avondale's Public Information Office in providing human interest stories and pictures of senior activities for city publications
    - Timeline/Frequency: Ongoing
    - Assigned # of staff and # hours per month: Recreation Coordinator, 2 hours
- Collate and distribute information at all City of Avondale sponsored special events and activities
    - Timeline/Frequency: Monthly
    - Assigned # of staff and # hours per month: All staff, 2 hours
- Organize Senior Site Council fundraising events to raise awareness of program opportunities
    - Timeline/Frequency: four times a year
    - Assigned # of staff and # hours per month: All staff, 2 hours

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Goal #4 Provide information that is relevant to senior population

Objectives:

- Plan & organize for speakers to come to the senior centers to present information on health, financial, safety issues and other relevant topics
    - Timeline/Frequency: eight times a month
    - Assigned # of staff and # hours per month: Senior Aides, 12 hours
- Circulate updates on services and resources available to the senior population
    - Timeline/Frequency: Ongoing
    - Assigned # of staff and # hours per month: All staff, 2 hours
- Facilitate a trip to a community meeting where senior issues will be discussed
    - Timeline/Frequency: once a year
    - Assigned # of staff and # hours per month: Senior Aides, 2 hours

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Goal #5 Establish innovative and capacity building senior recreational programs

Objectives:

- Create new active and passive recreational opportunities for seniors in community
    - Timeline/Frequency: Ten times a month
    - Assigned # of staff and # hours per month: Senior Aides, 15 hours
- Increase the number of seniors participating in current programs
    - Timeline/Frequency: Ongoing
    - Assigned # of staff and # hours per month: All staff, 8 hours
- Educate target population on benefits of recreation
    - Timeline/Frequency: Ongoing
    - Assigned # of staff and # hours per month: All staff, 20 hours

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

AGENCY NAME FACILITY NAME, ADDRESS, PHONE NUMBER FAX NUMBER WHERE SERVICE(S) WILL BE PROVIDED	CONTRACTED SERVICE(S) (AS PROVIDED BY EACH FACILITY)	SUBCONTRACT	DAYS & HOURS OF OPERATION	GEOGRAPHIC COVERAGE (service area by whole cities & communities or north, south, east, west boundaries)
City of Avondale				
Avondale Community Center 1007 S. Third Street Avondale, AZ 85323 (623) 333-2401 (623) 333-0240 (fax)	Congregate Meals Home Delivered Meals Multipurpose Center Operations		Monday – Friday 8:00 a.m. to 3:00 p.m. Home Delivered Meals available on weekends and holidays upon request	Avondale Goodyear Litchfield Park
Cashion Community Center 10857 W. Pima Avondale, AZ 85329 (623) 333-2402 (623) 333-0240 (fax)	Congregate Meals Multipurpose Center Operations		Monday – Friday 8:00 a.m. to 3:00 p.m.	Avondale Goodyear Litchfield Park

This facility(s) listed above will not be open on those holidays marked below:

X New Years Day	☐ Good Friday	☐ Yom Kippur #___days	OTHER DAYS
X Martin Luther King Day	X Memorial Day	☐ Columbus Day	☐ _____
☐ Lincoln's Birthday	X Independence Day	X Veteran's Day	☐ _____
☐ Washington's Birthday	X Labor Day	X Thanksgiving Day #_2_days	
X President's Day	☐ Rosh Hashanah #___days	X Christmas Day	

☐ HOLIDAYS marked above apply only to ADMINISTRATIVE OFFICE, services are provided 24/7.

CERTIFICATE OF DEBARMENT

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98-5 1 0, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

Area Agency on Aging, Region One, Incorporated has provided signer with full instructions regarding this certificate prior to requesting signature.

By signature below, Contractor certifies to the following statements:

1. The recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The recipient of Federal assistance funds agrees that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the appropriate Federal agency.

3. The recipient of Federal assistance funds further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

4. Except for transactions authorized under paragraph 2 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the appropriate Federal agency may pursue available remedies including suspension and/or debarment.

5. Where the recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

CITY OF AVONDALE

_____

Signature **Date**

Charles McClendon, City Manager

Name and Title

AAA FY 07-08 Budget

REVENUES	Congregate Meals	Home Delivered Meals	Multipurpose Center	Total
Area Agency	$60,082	$63,007	$20,100	$143,189
Program Income	9,400	3,642	0	13,042
In-kind	28,587	12,860	20,987	62,434
Non-Fed Cash	41,660	52,090	6.940	100,690
Total	139,729	131,599	48,027	319,355

EXPENSES	Congregate Meals	Home Delivered Meals	Multipurpose Center	Total
Personnel	$41,870	46,865	14,066	102,801
Personnel Related Expenses	15,073	16,871	5,944	37,888
Space	28,587	12,860	20,317	61,764
Supplies	53,400	53,400	5,100	111,900
Operating Expenses	799	1,603	2,600	5002
Total	139,729	131,599	48,027	319,355

CITY COUNCIL REPORT

SUBJECT:
Amendment No. 2 to the Professional Services agreement with Oridian Construction Services for the Northeast Booster Station, Phase II

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Daniel Davis

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 2 to the professional services agreement with Oridian Construction Services, L.L.C. for additional engineering and construction management services associated with the Northeast Booster Station, Phase II in an amount not to exceed $30,440 for a revised total contract amount of $228,156, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On September 6, 2005 the City Council awarded a contract to Oridian Construction Services (Oridian) to provide engineering and construction management services for the construction of Phase II of the Northeast Booster Station. On August 7, 2006, City Council approved amendment No. 1 to this agreement, which addressed design inadequacies, and clarified constructability questions in the original design, which was completed by different design consultant.

DISCUSSION:

During the course of construction, additional services from Oridian Construction Services were required that were not included in their original scope of service. Oridian provided additional inspections during the construction phase of the project and programming services for the SCADA monitoring and control system. Also, during construction, an equipment malfunction caused the reservoir to overfill which required Oridian to provide additional review, analysis and oversight to correct the problem. Finally, the Amendment covers additional time for contract administration caused by delays during the project. Staff has worked with the contractor and has reduced the final construction contract amount by $13,000 to compensate for the delays which were directly related to the additional time.

BUDGETARY IMPACT:

Funding for Amendment No. 2 is available in the Capital Improvement Budget (514-1086-00-8520 – Well Head Treatment).

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to the Professional Services Agreement with Oridian Construction Services, L.L.C. for additional engineering and construction management services associated with the Northeast Booster Station, Phase II in an amount not to exceed $30,440 for a revised total contract amount of $228,156, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

PSA Amendment

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ORIDIAN CONSTRUCTION SERVICES, L.L.C.

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of July 16, 2007, between the City of Avondale, an Arizona municipal corporation ("City") and Oridian Construction Services, L.L.C., a Delaware limited liability company (the "Consultant").

RECITALS

A. The City and Consultant entered into that certain Professional Services Agreement dated September 5, 2005, as amended by that certain First Amendment to Professional Services Agreement dated as of August 7, 2006 (as amended, the "Agreement") to provide professional construction management and inspection services in connection with the City's N.E. Booster Pump Station, Phase II (the "Project").

B. The City has determined that additional services by the Consultant are necessary to complete the Project (the "Additional Services").

C. The City and the Consultant desire to enter into this Second Amendment to provide for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree to amend the Agreement as follows:

1. Scope of Work. The Consultant shall provide the Additional Services as set forth in the Change Order No.2 attached hereto as Exhibit A and incorporated herein by reference.

2. Compensation. The City shall pay the Consultant an amount not to exceed $30,440.00 for the Additional Services. The Consultant's total compensation under the Agreement shall not exceed $228,156.00.

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 Second Amendment, the Consultant affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This Second Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

ORIDIAN CONSTRUCTION SERVICES, L.L.C., a Delaware limited liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF_____)
) ss.
COUNTY OF_____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of ORIDIAN CONSTRUCTION SERVICES, L.L.C., a Delaware limited liability company, on behalf of the company.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ORIDIAN CONSTRUCTION SERVICES, L.L.C.

[Change Order No.2]

See following page.

ORIDIAN

CONSTRUCTION SERVICES, LLC
A DIBBLE & ASSOCIATES COMPANY

CONSULTANT CONTRACT CHANGE ORDER

PROJECT: NE Booster Pump Station, Phase II **C.O. NO.: 2**

OWNER: City of Avondale, **DATE: June 5, 2007**

CONSULTANT: ORIDIAN Construction Services

DESCRIPTION AND REASON

REQUEST: ORIDIAN is requesting additional fees for Construction Management Services rendered on the above project beyond the contract end date.

REASON: The value of Change Order Request #2 is to pay for additional Construction Management services rendered by Oridian and DARcor & Associates due to the extended length of this project. Change Order #1, approved in July, 2006, was submitted with an anticipated completion date of mid August. Recent complications with programming, site flooding, added work and change orders, combined with delayed progress by the contractor has pushed the completion date into May of 2007.

ADDITIONAL SPECIFICATIONS: None

COST ANALYSIS:

ITEM NO.	DESCRIPTION	UNIT PRICE	QUANTITY	AMOUNT
	Professional Services Agreement		LS	$146,826

CHANGE TO CONTRACT:

	PLUS	MINUS
Change Order #1	$50,890.00	
Change Order #2	$30,440.00	

REVISED CONTRACT AMOUNT: $228,156.00

For valuable consideration, it is mutually agreed that the matter detailed above shall be done and payment made as shown herein as a Supplemental Agreement, all in accordance with the terms of the Contract. For work being performed as a Supplemental Agreement Force Account, final payment shall be made as stipulated in the project specifications upon completion of said work.

Ron Martinez

Approved for Consultant Date
Ron Martinez, P.E. Vice President

N/A

Approved for Engineer Date

Approved for Owner Date
Daniel Davis, P.E., Director

CITY COUNCIL REPORT

SUBJECT:
Subrecipient Agreement with Saint Mary's Food Bank Alliance

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Andrew Rael, CDBG Program Manager

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council approval is sought to enter into a contract with Saint Mary's Food Bank Alliance ("St. Mary's") in the amount of $27,266 to provide food distribution services to low-income and special needs persons. Through this contract St. Mary's will serve 13,810 people in Avondale.

BACKGROUND:

The Neighborhood and Family Services Department (NFS) conducted a Request for Proposals process in March and April seeking proposals from local agencies to provide CDBG funded public services. St. Mary's submitted a compliant proposal to distribute food to persons in need, primarily in Avondale's low income neighborhoods of Old Town, Las Ligas, Rio Vista and Cashion. The three components to the proposal are as follows: 1) The Home Food Delivery Program; 2) The Agua Fria Food Bank; and 3) Food Banks in Phoenix, Glendale and Surprise that serve Avondale residents.

DISCUSSION:

The Home Food Delivery program distributes a box of food to 150 elderly and handicapped persons each month from the Agua Fria Food Bank. Nutrition education is provided in conjunction with the food box. Currently the food boxes must be picked up at the Agua Fria Food Bank. This contract will fund a new service which will deliver monthly the food boxes to 50 disabled seniors who are unable to pick up the boxes at the food bank.

The Agua Fria Food Bank is located in Avondale's Old Town low-income neighborhood. Two of the programs that the Agua Fria Food Bank provides are the Emergency Food Box Program and the Food Value Club. The Emergency Food Box Program provides nutritionally balanced food to families and individuals who need immediate help. Families in crisis can obtain up to six Emergency Food Boxes (three to five day supply of food) in a six month period through referrals from social service agencies. For those persons not having a referral food can be purchased from the Food Value Club at a 30% to 50% savings. This contract will fund the Emergency Food Box Program and the Food Value Club. Emergency Food Boxes will be provided from the Agua Fria Food bank with a referral from the Cashion and Avondale Community Centers and other social service agencies. Approximately 11,500 Avondale residents will receive emergency food through the Agua Fria Food Bank. The Food Value Club will serve approximately 70 families each month.

Avondale residents receive emergency food in two different ways. One is through the Agua Fria Food Bank and the other is through St. Mary's food bank locations in Glendale, Surprise and Phoenix. All locations provide the Emergency Food Box Program. This contract funds the food for Avondale residents who obtain Emergency Food Boxes from the following locations: 1) Phoenix (2831 N. 31st Avenue, 31st & Thomas); 2) Phoenix (4211 N. 43rd Avenue, 43rd & Indian School); 3) Glendale (5605 N. 55th Avenue); and 4) Surprise (13059 W. Grand Avenue). St. Mary's will provide approximately 500 food boxes to approximately 1,900 Avondale residents.

The RFP issued for CDBG Public Services limited proposals to the following priority activities: Summer youth employment and other youth programs, job training, child care, senior services, graffiti removal, health services and fair housing. St. Mary's proposal meets three of these priorities in the categories of Senior Services, Health Programs and Youth Programs. St. Mary's services are a vital component of Avondale's emergency services network, addressing basic human needs. The maintenance of St. Mary's programs in Avondale prevents chronic and acute health problems due to malnutrition and contributes to the academic proficiency of school age children who might otherwise attend school hungry. St. Mary's has administered CDBG grants for the Cities of Phoenix, Glendale and Peoria. St. Mary's is the largest food bank in Arizona and currently is the provider for the Arizona Health and Human Services Department U.S.D.A Commodity Food Supplement Food Program.

The Neighborhood and Family Services Commission reviewed this proposal and voted to recommend City Council approval of the subrecipient agreement.

BUDGETARY IMPACT:

City Council approved the use of CDBG funds for Public Services in the 2007/2008 Annual Action Plan. No general funds are required.

RECOMENDATION:

Approve the subrecipient agreement with Saint Mary's Food Bank Alliance for an amount not to exceed $27,266.

ATTACHMENTS:

Click to download

- AGR - St. Mary's Food Bank

SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ST. MARY'S FOOD BANK ALLIANCE

THIS SUBRECIPIENT AGREEMENT (this "Agreement") is made as of July 16, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and St. Mary's Food Bank Alliance, an Arizona corporation (the "Subrecipient").

RECITALS

A. The City has received Community Development Block Grant ("CDBG") Funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-38, or Home Investment Partnership Funds ("HOME") Funds under Title II of the National Affordable Housing Act of 1990, Public Law 104-134;

B. The City issued a Request for Proposals (the "RFP") seeking statements of qualifications from Subrecipients to implement community development programs;

C. The Subrecipient responded to the RFP and the City desires to enter into an Agreement with Subrecipient for food distribution services (the "Services"); and

D. The City wishes to engage the Subrecipient to assist the City in utilizing such funds to provide community development opportunities in Avondale.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Subrecipient 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, 2008.

2. Scope of Work. The Subrecipient shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Subrecipient a price not to exceed $27,266.00 for the Services as set forth in the Budget, attached hereto as Exhibit B and incorporated herein by reference.

4. Payments. The City shall pay the Subrecipient pursuant to subsection 16.3(c) below. Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards specified in the Office of Management and Budget ("OMB") Circular A-110.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Subrecipient Personnel. Subrecipient shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Subrecipient agrees to assign specific individuals to key positions. Subrecipient agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Subrecipient shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Subrecipient's performance. The Subrecipient shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Subrecipient shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Subrecipient. The City has no obligation to provide Subrecipient, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Subrecipient.

9. Performance Warranty. Subrecipient warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Subrecipient shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Subrecipient, its officers, employees, agents, or any tier of subcontractor 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.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Subrecipient, Subrecipient shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona 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 Subrecipient. 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 Subrecipient 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. Subrecipient'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 Subrecipient. Subrecipient 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. Subrecipient 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, Subrecipient shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Subrecipient. Subrecipient shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Subrecipient shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Subrecipient's 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. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance 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 above-cited policies expire during the life of this Agreement, it shall be Subrecipient's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance 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) Subrecipient's insurance shall be primary insurance as respects performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 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.

k. Bonding and Insurance. The Subrecipient shall comply with the insurance requirement of OMB Circular A-110.

l. Grantor Recognition. The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Subrecipient 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 contractors, products-completed operations, personal injury and advertising injury. 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. Subrecipient shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient'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 the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient'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.

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

12. Applicable Law; Venue. In the performance of this Agreement, Subrecipient shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Subrecipient of written notice by the City. Upon termination for convenience, Subrecipient shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Subrecipient for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Subrecipient in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Subrecipient for the undisputed portion of its fee due as of the termination date.

13.4 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 the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Subrecipient to any other party of the Agreement with respect to the subject matter of the Agreement.

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

14. Miscellaneous.

14.1 Independent Contractor. The Subrecipient acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Subrecipient, its employees and subcontractors 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 Subrecipient, its employees or subcontractors. The Subrecipient, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Subrecipient meets the requirements of its agreed scope of work as set forth in Section 2 above. Subrecipient is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Subrecipient do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Subrecipient 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 Subrecipient is responsible 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, (c) existing and future Occupational Safety and Health

Administration ("OSHA") standards, (d) the provisions of 24 CFR, Part 570, CDBG, as revised, (e) the provisions of 24 CFR Part 92, HOME, as revised, and (f) the provisions contained in the City of Avondale Consolidated Plan. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14.3 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 the Subrecipient.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the 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, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 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.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Subrecipient is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Subrecipient agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Subrecipient shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Subrecipient in violation of this provision shall be a breach of this Agreement by Subrecipient.

14.9 Subcontracts. No subcontract shall be entered into by the Subrecipient with any other party to furnish any of the material or services specified herein without the prior

written approval of the City. The Subrecipient is responsible for performance under this Agreement whether or not subcontractors are used.

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

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

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 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, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: 623-333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

If to Subrecipient: St. Mary's Food Bank Alliance
2831 North 31st Avenue
Phoenix, Arizona 85009-1518
Facsimile: _____
Attn: Elizabeth Wilkinson

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, (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, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

14.14 Confidentiality of Records. The Subrecipient 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 Subrecipient's duties under this Agreement. Persons requesting such information should be referred to the City. Subrecipient also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Subrecipient as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the Scope of Work, the Budget and this Agreement, the terms of this Agreement shall govern.

15. Special Conditions.

15.1 Acquisition. If applicable, Closing shall not take place until an environmental review is completed. Capital funds may be advanced for down payment and closing costs. A listing of all families assisted, assistance amounts, copies of the recorded Deeds of Trust and Promissory Notes, and all applicable closing documents which reflect expenditures must be provided with Subrecipient bi-monthly report.

16. Administrative Requirements.

16.1 Financial Management.

a. Accounting Standards. The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations," or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of

24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 shall apply.

16.2 Documentation and Record-Keeping.

a. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken.

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.

(3) Records required to determine the eligibility of activities.

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.

(6) Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110.

(7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

(8) Records documenting compliance with environmental review regulations as required by 24 CFR Part 58.

b. Retention. The Subrecipient shall retain all written and electronic records pertinent to expenditures incurred under this Agreement for a period of four years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

c. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility,

and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request.

d. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Property Records. The Subrecipient shall maintain real property inventory records with clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

f. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), submitting final close-out reports to the City and determining the custodianship of records.

g. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy concerning Subrecipient audits and, as applicable to OMB Circular A-133.

16.3 Reporting and Payment Procedures.

a. Program Income. The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

b. Indirect Cost. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

c. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

d. Progress Report. The Subrecipient shall submit bi-monthly Progress Reports to the City in the form, content and frequency as required by the City. The Progress Reports are due no later than September 15th, November 15th, January 15th, March 15th, May 15th and July 15th of each year. The Subrecipient will submit other reports regarding contract activities and the demographics of the populations served upon the request of the City.

16.4 Procurement.

a. Compliance. The Subrecipient shall comply with City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

b. OMB Standards. The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

c. Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

17. Relocation, Real Property Acquisition and One-For-One Housing Replacement. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act, and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also

agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

18. Personnel and Participant Conditions.

18.1 Civil Rights

a. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

b. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

c. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the City and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

18.2 Affirmative Action

a. Plan. The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. W/MBE. The Subrecipient will use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The Subrecipient will include the provisions of subsections 18.1, Civil Rights and 18.2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Subrecipients or subcontracts.

18.3 Employment Restrictions

a. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

b. Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as

amended, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this subsection. Such documentation shall be made available to the City for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contracts engaged in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this subsection.

c. "Section 3" Clause.

(1) Compliance. Compliance with the provisions of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs, and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this "Section 3" Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include the "Section 3" Clause set forth above in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.9, the following provisions shall apply:

(1) Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

(2) Content. The Subrecipient shall cause all the provisions of this Agreement in its entirety to be incorporated into and made a part of any subcontract executed in the performance of this Agreement.

(3) Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

b. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

c. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

d. Lobbying. The Subrecipient hereby certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) It will require that the entire language of subsection 18.4(d)(4), Lobby Certification, be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. Copyright. If this Agreement results in any copyrightable materials or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

f. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

19. Environmental Conditions.

19.1 Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (a) Clean Air Act, 42 U.S.C., 7401, et seq., (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, and (c) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

19.2 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

19.3 Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

19.4 Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as

amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Subrecipient**"

ST. MARY'S FOOD BANK ALLIANCE, an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of ST. MARY'S FOOD BANK ALLIANCE, an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ST. MARY'S FOOD BANK ALLIANCE

[Scope of Work]

See following pages.

Saint Mary's Food Bank

1. Scope of Work

St. Mary's Food Bank Alliance ("St. Mary's") will use CDBG funds provide food distribution services to 13,810 low-income and special needs populations in Avondale.

The maintenance of St. Mary's programs in Avondale prevents chronic and acute health problems due to malnutrition and contributes to the academic proficiency of school age children who might otherwise attend school hungry. St. Mary's has administered CDBG grants for the Cities of Phoenix, Glendale and Peoria. St. Mary's is the largest food bank in Arizona and currently is the provider for the Arizona Health and Human Services Department U.S.D.A Commodity Food Supplement Food Program.

The purpose of this contract is to implement the following three programs.

Home Food Delivery

Background
St. Mary's implements the Commodity Supplemental Food Program (CSFP) for the U.S. Department of Agriculture (USDA). The CSFP distributes a box of food from the USDA to 150 elderly and handicapped persons each month from the Aqua Fria Food Bank. Nutrition education is provided in conjunction with the food box. A total of 1,800 boxes (150 X 12 months) are distributed from the Aqua Fria Food Bank each year. Currently the food boxes must be picked up at the Aqua Fria Food Bank.

Scope
This contract will fund a new service which will deliver monthly CSFP food boxes to 50 disabled seniors who are unable to pick up the boxes at the food bank. These clients would receive a food box delivered to their home each month (50 seniors x 12 months = 600 food boxes).

Aqua Food Bank Distribution

Background

Aqua Fria Food Bank is located in Avondale's Old Town low-income neighborhood. The Aqua Fria Food Bank provides food and clothing on an emergency basis. Two of the programs that the Aqua Fria Food Bank provides are the Emergency Food Box Program and the Food Value Club. The Emergency Food Box Program provides nutritionally balanced food to families and individuals who need immediate help. Families in crisis can obtain up to six Emergency Food Boxes (three to five day supply of food) in a six month period through referrals from social service agencies. For those persons not having a referral food can be purchased from the Food Value Club at a 30% to 50% savings.

Scope

This contract will fund the Emergency Food Box Program and the Food Value Club. Emergency Food Boxes will be provided from the Aqua Fria Food bank with a referral from the Cashion and Avondale Community Centers and other social service agencies. Approximately 11,500 Avondale residents will receive emergency food (3,000 food boxes) through the Agua Fria Food Bank. The Food Value Club will serve approximately 70 families each month.

Emergency Food Box Program (not from Aqua Fria Food Bank)

Background

Avondale residents receive emergency food in two different ways. One is through the Aqua Fria Food Bank and the other is through St. Mary's food bank locations in Glendale, Surprise and Phoenix. All locations provide the Emergency Food Box Program. The Emergency Food Box Program provides nutritionally balanced food to families and individuals who need immediate help. Families in crisis can obtain up to six Emergency Food Boxes (three to five day supply of food) in a six month period through referrals from social service agencies.

Scope

This contract funds the food for Avondale residents who obtain Emergency Food Boxes from the following locations: 1) Phoenix (2831 N. 31st Avenue, *31st & Thomas*); 2) Phoenix (4211 N. 43rd Avenue, *43rd & Indian School*); 3) Glendale (5605 N. 55th Avenue); and 4) Surprise (13059 W. Grand Avenue). St. Mary's will provide approximately 500 food boxes to approximately 1,900 Avondale residents.

2. Subrecipient Staffing

The Subrecipient shall assign the following primary and secondary contact for contract transactions.

Primary Contact
Elizabeth Wilkinson, Corporate and Foundations Relations Officer
(602) 343-3152
eawilkinson@firstfoodbank.org

Secondary Contact

Rebecca Grady, Chief Financial Officer
(602) 343-3110
rlgrady@firstfoodbank.org

3. City of Avondale Staffing
The City of Avondale will assign the following staff as the primary contact for contract transactions.

Andrew Rael
CDBG Program Manager
(623) 333-2715
arael@avondale.org

EXHIBIT B
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ST. MARY'S FOOD BANK ALLIANCE

[Budget]

See following page.

City of Avondale Budget

Recipient	Saint Mary's Food Bank Alliance			Date	
Contract No		Contract Period	July 16, 2007 to June 30, 2008	Amendment No.	
Activity	Provision of Food (Public Service)			Amendment	Yes ☐ No ☐
Recipient Address	2831 N. 31st Avenue, Phoenix, Arizona			Zip	85009-1518
Contact Person	Elizabeth Wilkinson	email	eawilkinson@firstfoodbank.org	Phone	602-343-3152
NFS Representative	Andrew Rael	email	arael@avondale.org	Phone	623-333-2715

Complete white areas. Budget amendments must be approved in advance by the City of Avondale. Two budget amendments allowed.

Budget Line Item or Activity Number	CDBGFunds 2007/2008	Amended Budget CDBG Funds 2006/2007			New Balance
Home Delivery CFSP Food Boxes	$1,236.00	n/a			$1,236.00
Aqua Fria Food Bank Food Boxes	$18,000.00				$18,000.00
Phoenix, Glendale, Surprise Food Banks Food Boxes	$8,030.00				$8,030.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Totals	$27,266.00	$0.00	$0.00		$27,266.00

Recipient Authorized Signature (for amendment)	Date	Title		Date
		For City Use Only		
NFS Representative (for amendment)	Date		NFS Director (for amendment)	Date

CITY COUNCIL REPORT

SUBJECT: Subrecipient Agreement between the City of Avondale and the West Valley Child Crisis Center Inc.

MEETING DATE: July 16, 2007

TO: Mayor and Council

FROM: Andrew Rael, CDBG Program Manager

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council approval is sought to enter into a contract with the West Valley Child Crisis Center Inc. ("Crisis Center") in the amount of $8,000 to provide health care to abused children. The Crisis Center provides a home for hundreds of children brought in by Child Protective Services as a result of abuse, abandonment or neglect. The funds will be used for partial funding of the medical treatment children receive from the Crisis Center. Through this contract approximately 20 children from Avondale will be served.

BACKGROUND:

The Neighborhood and Family Services Department (NFS) conducted a Request for Proposals process seeking proposals from local agencies to provide CDBG funded public services. The Crisis Center submitted a compliant proposal to provide medical services to a population deemed eligible for CDBG funds based on their circumstance or "limited clientele." The CDBG funds will be used to partially fund the salary of the Pediatric Nurse Practitioner who provides physical exams, vision\hearing exams, dental screening and treatment as necessary.

DISCUSSION:

The RFP issued for CDBG Public Services limited proposals to the following priority activities: Summer youth employment and other youth programs, job training, child care, senior services, graffiti removal, health services and fair housing. The Crisis Center meets two of these priorities in the categories of Youth Services and Health Programs. The Crisis Center provides a vital link in the emergency services network in Avondale providing a home for displaced children. Approximately 40 children are brought to the Crisis Center daily. The comprehensive services of the Crisis Center improves the physical and emotional health of the children and prepares them for their next placement. The Crisis Center has administered CDBG grants for the Cities of Phoenix, Glendale, Peoria and Goodyear. The Crisis Center has been providing safe haven for children for 20 years and maintains excellent ratings as a child welfare agency with the Arizona Department of Economic Security.

The Neighborhood and Family Services Commission reviewed this proposal and voted to recommend City Council approval.

BUDGETARY IMPACT:

Council approved the use of CDBG funds for Public Services in the 2007/2008 Annual Action Plan. No general funds are required.

RECOMENDATION:

Approve the subrecipient agreement with the West Valley Child Crisis Center Inc. for an amount not to exceed $8,000.

ATTACHMENTS:

Click to download

- AGR - West Valley

SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEST VALLEY CHILD CRISIS CENTER, INC.

THIS SUBRECIPIENT AGREEMENT (this "Agreement") is made as of July 16, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and West Valley Child Crisis Center, Inc., an Arizona corporation (the "Subrecipient").

RECITALS

A. The City has received Community Development Block Grant ("CDBG") Funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-38, or Home Investment Partnership Funds ("HOME") Funds under Title II of the National Affordable Housing Act of 1990, Public Law 104-134;

B. The City issued a Request for Proposals (the "RFP") seeking statements of qualifications from Subrecipients to implement community development programs;

C. The Subrecipient responded to the RFP and the City desires to enter into an Agreement with Subrecipient for Child Crisis services (the "Services"); and

D. The City wishes to engage the Subrecipient to assist the City in utilizing such funds to provide community development opportunities in Avondale.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Subrecipient 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, 2008.

2. Scope of Work. The Subrecipient shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Subrecipient a price not to exceed $8,000.00 for the Services as set forth in the Budget, attached hereto as Exhibit B and incorporated herein by reference.

4. Payments. The City shall pay the Subrecipient pursuant to subsection 16.3(c) below. Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards specified in the Office of Management and Budget ("OMB") Circular A-110.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Subrecipient Personnel. Subrecipient shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Subrecipient agrees to assign specific individuals to key positions. Subrecipient agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Subrecipient shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Subrecipient's performance. The Subrecipient shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Subrecipient shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Subrecipient. The City has no obligation to provide Subrecipient, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Subrecipient.

9. Performance Warranty. Subrecipient warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Subrecipient shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Subrecipient, its officers, employees, agents, or any tier of subcontractor 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.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Subrecipient, Subrecipient shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona 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 Subrecipient. 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 Subrecipient 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. Subrecipient'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 Subrecipient. Subrecipient 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. Subrecipient 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, Subrecipient shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Subrecipient. Subrecipient shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Subrecipient shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Subrecipient's 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. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance 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 above-cited policies expire during the life of this Agreement, it shall be Subrecipient's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance 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) Subrecipient's insurance shall be primary insurance as respects performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 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.

k. Bonding and Insurance. The Subrecipient shall comply with the insurance requirement of OMB Circular A-110.

l. Grantor Recognition. The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Subrecipient 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 contractors, products-completed operations, personal injury and advertising injury. 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. Subrecipient shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient'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 the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient'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.

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

12. Applicable Law; Venue. In the performance of this Agreement, Subrecipient shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Subrecipient of written notice by the City. Upon termination for convenience, Subrecipient shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Subrecipient for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Subrecipient in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Subrecipient for the undisputed portion of its fee due as of the termination date.

13.4 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 the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Subrecipient to any other party of the Agreement with respect to the subject matter of the Agreement.

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

14. Miscellaneous.

14.1 Independent Contractor. The Subrecipient acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Subrecipient, its employees and subcontractors 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 Subrecipient, its employees or subcontractors. The Subrecipient, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Subrecipient meets the requirements of its agreed scope of work as set forth in Section 2 above. Subrecipient is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Subrecipient do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Subrecipient 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 Subrecipient is responsible 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, (c) existing and future Occupational Safety and Health

Administration ("OSHA") standards, (d) the provisions of 24 CFR, Part 570, CDBG, as revised, (e) the provisions of 24 CFR Part 92, HOME, as revised, and (f) the provisions contained in the City of Avondale Consolidated Plan. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14.3 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 the Subrecipient.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the 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, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 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.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Subrecipient is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Subrecipient agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Subrecipient shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Subrecipient in violation of this provision shall be a breach of this Agreement by Subrecipient.

14.9 Subcontracts. No subcontract shall be entered into by the Subrecipient with any other party to furnish any of the material or services specified herein without the prior

written approval of the City. The Subrecipient is responsible for performance under this Agreement whether or not subcontractors are used.

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

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

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 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, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: 623-333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

If to Subrecipient: West Valley Child Crisis Center, Inc.
P.O. Box 850
Glendale, Arizona 85311-0850
Facsimile: _____
Attn: Kim Lewis

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, (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, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

14.14 Confidentiality of Records. The Subrecipient 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 Subrecipient's duties under this Agreement. Persons requesting such information should be referred to the City. Subrecipient also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Subrecipient as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the Scope of Work, the Budget and this Agreement, the terms of this Agreement shall govern.

15. Special Conditions.

15.1 Acquisition. If applicable, Closing shall not take place until an environmental review is completed. Capital funds may be advanced for down payment and closing costs. A listing of all families assisted, assistance amounts, copies of the recorded Deeds of Trust and Promissory Notes, and all applicable closing documents which reflect expenditures must be provided with Subrecipient bi-monthly report.

16. Administrative Requirements.

16.1 Financial Management.

a. Accounting Standards. The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations," or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of

24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 shall apply.

16.2 Documentation and Record-Keeping.

a. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken.

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.

(3) Records required to determine the eligibility of activities.

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.

(6) Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110.

(7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

(8) Records documenting compliance with environmental review regulations as required by 24 CFR Part 58.

b. Retention. The Subrecipient shall retain all written and electronic records pertinent to expenditures incurred under this Agreement for a period of four years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

c. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility,

and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request.

d. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Property Records. The Subrecipient shall maintain real property inventory records with clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

f. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), submitting final close-out reports to the City and determining the custodianship of records.

g. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy concerning Subrecipient audits and, as applicable to OMB Circular A-133.

16.3 Reporting and Payment Procedures.

a. Program Income. The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

b. Indirect Cost. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

c. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

d. Progress Report. The Subrecipient shall submit bi-monthly Progress Reports to the City in the form, content and frequency as required by the City. The Progress Reports are due no later than September 15th, November 15th, January 15th, March 15th, May 15th and July 15th of each year. The Subrecipient will submit other reports regarding contract activities and the demographics of the populations served upon the request of the City.

16.4 Procurement.

a. Compliance. The Subrecipient shall comply with City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

b. OMB Standards. The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

c. Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

17. Relocation, Real Property Acquisition and One-For-One Housing Replacement. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act, and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also

agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

18. Personnel and Participant Conditions.

18.1 Civil Rights

a. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

b. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

c. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the City and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

18.2 Affirmative Action

a. Plan. The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. W/MBE. The Subrecipient will use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The Subrecipient will include the provisions of subsections 18.1, Civil Rights and 18.2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Subrecipients or subcontracts.

18.3 Employment Restrictions

a. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

b. Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as

amended, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this subsection. Such documentation shall be made available to the City for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contracts engaged in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this subsection.

c. "Section 3" Clause.

(1) Compliance. Compliance with the provisions of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs, and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this "Section 3" Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include the "Section 3" Clause set forth above in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.9, the following provisions shall apply:

(1) Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

(2) Content. The Subrecipient shall cause all the provisions of this Agreement in its entirety to be incorporated into and made a part of any subcontract executed in the performance of this Agreement.

(3) Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

b. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

c. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

d. Lobbying. The Subrecipient hereby certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) It will require that the entire language of subsection 18.4(d)(4), Lobby Certification, be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. Copyright. If this Agreement results in any copyrightable materials or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

f. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

19. Environmental Conditions.

19.1 Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (i) Clean Air Act, 42 U.S.C., 7401, et seq., (ii) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, and (iii) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

19.2 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

19.3 Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

19.4 Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as

amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Subrecipient**"

WEST VALLEY CHILD CRISIS CENTER, INC., an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of WEST VALLEY CHILD CRISIS CENTER, an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEST VALLEY CHILD CRISIS CENTER, INC.

[Scope of Work]

See following pages.

West Valley Child Crisis Center

1. Scope of Work

Background

The West Valley Child Crisis Center Inc. (Crisis Center) will use CDBG funds to provide medical services and supplies to 20 children brought into the Child Crisis Center as a result of abuse, abandonment or neglect.

The Crisis Center provides a vital link in the emergency services network in Avondale providing a home for displaced children. Approximately 40 children are brought to the Crisis Center daily. The comprehensive services of the Crisis Center improve the physical and emotional health of the children and prepare them for their next placement. The Crisis Center has administered CDBG grants for the Cities of Phoenix, Glendale, Peoria and Goodyear. The Crisis Center has been providing safe haven for children for 20 years and maintains excellent ratings as a child welfare agency with the Arizona Department of Economic Security.

Scope

The Child Crisis Center will use CDBG funds to partially fund the salary of the Pediatric Nurse Practitioner who provides physical exams, vision\hearing exams, dental screening and treatment as necessary and to fund medical supplies.

2. Subrecipient Staffing

The Subrecipient shall assign the following primary and secondary contact for contract transactions.

Primary Contact
Erin Cowan
Program Director
623-848-8863
ecowan@wvccc.org

Secondary Contact
Vera Woodard
Director of Family Services
vwoodard@wvccc.org

17. City of Avondale Staffing

The City of Avondale will assign the following staff as the primary contact for contract transactions.

Andrew Rael
CDBG Program Manager
(623) 333-2715
arael@avondale.org

EXHIBIT B
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEST VALLEY CHILD CRISIS CENTER, INC.

[Budget]

See following page.

City of Avondale Budget

Recipient	Westside Child Crisis Center			Date	
Contract No		Contract Period	July 16, 2007 to June 30, 2008	Amendment No.	
Activity	Medical Services and Supplies (Public Service)			Amendment	Yes ☐ No ☐
Recipient Address	P.O.Box 850, Phoenix, Glendale			Zip	85311-0850
Contact Person	Kim Lewis	email	klewis@wvccc.org	Phone	623-848-8863, 110
NFS Representative	Andrew Rael	email	arael@avondale.org	Phone	623-333-2715

Complete white areas. Budget amendments must be approved in advance by the City of Avondale. Two budget amendments allowed.

Budget Line Item or Activity Number	CDBGFunds 2007/2008	Amended Budget CDBG Funds 2006/2007			New Balance
Pediactric Nurse	$5,000.00	n/a			$5,000.00
Medical Supplies	$3,000.00				$3,000.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Totals	$8,000.00	$0.00	$0.00		$8,000.00

Recipient Authorized Signature (for amendment)	Date	Title		Date
		For City Use Only		
NFS Representative (for amendment)	Date		NFS Director (for amendment)	Date

CITY COUNCIL REPORT

SUBJECT:
Resolution 2662-707 - Transportation Enhancement Funds Grant application for I-10 Beautification Project

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Janeen Gaskins

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council adopt a resolution authorizing the submittal of a $997,369 grant for the City of Avondale I-10 Beautification Project, through them Arizona Transportation Enhancement Program. Arizona Department of Transportation and Maricopa Association of Governments require that all applications submittals through City Council resolution.

BACKGROUND:

City Council approved a grant submittal in the amount of $500,000 and a corresponding match requirement for $194,000 for the Transportation Enhancement Funds Project that would allow the development of the I-10 Beautification Project under the 107th Avenue underpass.

J2 Engineering & Environmental Design has developed a variety of conceptual designs and presented those to City Council on March 19, 2007. The Avondale I-10 Beautification Project will allow Avondale to provide funding that will support the construction of public art for the selected segments of the highway.

DISCUSSION:

The City of Avondale submitted their grant application to Maricopa Associations of Governments on June 1st and presented the project to the Enhancement Funds Working Group (EFWG) on June 14, 2007. The EFWG received 13 grant applications, totaling less than the state funded allocation. City of Avondale staff requested that they decrease the match amount and increase the grant request amount. The EFWG found this to be a viable request and suggested that Avondale revise the application as a state project which would allow for grant funding up to $1,000,000 and a match requirement of $57,000 or less.

Avondale staff is now requesting City Council's permission to change the resolution to include a funding request of $940,519 and a match requirement of $56,850. City Staff would also like revise the resolution to include key compliance items for the grant submittal. These elements include: Commitment to 5.7% match and any overmatch Commitment that the project will be ready for advertisement in three years Commitment to pay for all cost overruns Commitment to reimburse ADOT/FWHA for all federal funds used, if the project is cancelled by the sponsor.

BUDGETARY IMPACT:

The City of Avondale will be obligated to pay the 5.7 % match requirement and any cost overages. Avondale's match funding will come from the Grants Match Funding account. If needed, cost overruns will come from the Engineering Budget and will be requested during FY08-09 or FY09-10 as a supplemental.

The Grants Administrator is also in the process of working with ADOT to determine any special funding opportunities that might help to eliminate the match requirement and any overages associated with the project. A note from Tim Wolfe and Perry Powell, ADOT District Engineers received in late June stated that they are in support of the project and will look for the match funding within their budgets. Confirmation of their ability to

pay the match funding should be revealed in August 2007.

RECOMENDATION:

City Council adopt a resolution authorizing a grant submittal of a $940,519 and a match requirement of $56,850 for the City of Avondale I-10 Beautification Project, through them Arizona Transportation Enhancement Program.

ATTACHMENTS:

Click to download

- RES - 2662-707

RESOLUTION NO. 2662-707

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF A REVISED APPLICATION FOR GRANT CONSIDERATION BY THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE MARICOPA ASSOCIATION OF GOVERNMENTS RELATING TO FREEWAY BEAUTIFICATION.

WHEREAS, the Arizona Transportation Enhancement Program ("ATEP"), sponsored by the Arizona Department of Transportation and in connection with the Maricopa Association of Governments, is seeking proposals from state and local agencies for projects relating to all aspects of transportation enhancement; and

WHEREAS, the Council of the City of Avondale (the "City Council") approved Resolution 2648-507 on May 21, 2007, authorizing the submission of a project to be considered by ATEP for funding in the form of a reimbursable grant (the "Original Application"); and

WHEREAS, additional funding became available from ATEP after submission of the Original Application and the City Council desires to authorize a revised application for such additional funding; and

WHEREAS, the ATEP procedures require that the City Council certify, by resolution, (i) its approval of submission of a revised application for grant funds in support of the City of Avondale I-10 Beautification Project (the "Project") from ATEP ("the Revised Application"), (ii) the availability of matching funds, including any overmatch that may be required, (iii) commitment that the Project will be ready for advertisement within three years, (iv) a commitment to pay for all cost overruns related to the Project and (v) a commitment to reimburse the Arizona Department of Transportation/Federal Highway Administration for all federal fund used in the event the Project is canceled.

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

SECTION 1. That the City Council (i) hereby approves the submission of the Revised Application to be considered by ATEP for funding in the form of a reimbursable grant and (ii) has identified available matching funds totaling 5.7% of the total grant amount and any overmatch required, (iii) commits to assuring that the Project will be ready for advertisement within three years, (iv) authorizes payment for any cost overruns associated with the Project and

(v) agrees to reimburse the Arizona Department of Transportation/Federal Highway Administration for all federal fund used in the event the Project is canceled.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Revised Application and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, July 16, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2663-707 - STAG – EPA continuation grant for the Water Reclamation Facility

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Janeen Gaskins

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Staff is requesting adoption of a resolution by City Council to authorize the City Manager to enter into an agreement with Environmental Protection Agency for the purpose of accepting continuation grant funding in the amount of $1,433,600 with a City match of $1,172,945.

BACKGROUND:

Over the last three years the City of Avondale has been the recipient of STAG-EPA funding. The funding from the federal grant will allow Avondale to design and construct the Water Reclamation Line. For the last two years the grant has been managed well and EPA has continued to distribute additional funding to the city. The total amount of grant funding and match requirement is now more than $4 million dollars.

DISCUSSION:

STAG-EPA recently awarded the City of Avondale additional funding to continue to Water Reclamation Line. This is the third year of funding. The amount of funding is $1,433,600 with a required City match of $1,172,945. The project is currently in the design phase and should begin construction in early 2008.

BUDGETARY IMPACT:

The grant amount is $1,433,600 with a City match of $1,172,945. The City match will come from the Water Resources Department. This project is related to the Capital Improvement Budget and match funding has been anticipated.

RECOMENDATION:

To adopt a resolution authorizing the City Manager to enter into an agreement with the Environmental Protection Agency for the purpose of accepting continuation grant funding in the amount of $1,433,600 with city math of $1,172,945.

ATTACHMENTS:

Click to download

- Resolution 2633-707 EPA Grant AMD

RESOLUTION NO. 2663-707

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO AN ASSISTANCE AGREEMENT WITH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY RELATING GRANT FUNDS FOR THE PROVISION OF CERTAIN WATER INFRASTRUCTURE IMPROVEMENTS.

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

SECTION 1. That the Assistance Amendment with the United States Environmental Protection Agency relating to grant funds for the provision of certain water infrastructure improvements is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, July 16, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2663-707

[Assistance Amendment]

See following pages.

RETURN TO EPA, MTS-7

U.S. ENVIRONMENTAL PROTECTION AGENCY **Assistance Amendment**	**ASSISTANCE ID NO.** PRG: XP - DOC ID: 96925201 - AMEND#: 2		**DATE OF AWARD** 06/21/2007
	TYPE OF ACTION Augmentation: Increase		**MAILING DATE** 06/28/2007
	PAYMENT METHOD: Reimbursement		**ACH#**

RECIPIENT TYPE: Municipal	**Send Payment Request to:** Las Vegas Finance Center, Fax 702-798-2423
RECIPIENT:	**PAYEE:**
City of Avondale 11465 W. Civic Center Drive, Suite 220 Avondale, AZ 85323 **EIN:** 86-6000233	City of Avondale 11465 W. Civic Center Drive, Suite 220 Avondale, AZ 85323

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Charles McClendon 11465 W. Civic Center Drive, Suite 220 Avondale, AZ 85323 **E-Mail:** cmcclendon@avondale.org **Phone:** 623-478-3001	Jenee Gavette 75 Hawthorne Street, WTR-10 San Francisco, CA 94105 **E-Mail:** Gavette.Jenee@epamail.epa.gov **Phone:** 415-972-3439	Linda Struna Grants Management Office, MTS-7 **E-Mail:** Struna.Linda@epamail.epa.gov **Phone:** 415-972-3723

PROJECT TITLE AND EXPLANATION OF CHANGES

Water Infrastructure - Wastewater Infrastructure Improvement

The city will plan, design, and construct new facilities at its existing Wastewater Treatment Plant. This will allow the City to utilize reclaimed water as an additional renewable water resource. The constructed facilities will include the storage reservoir or equalization basin, the tertiary filters, the effluent pump station, and an effluent transmission line.

This amendment increases EPA funding in the amount of $1,433,600 from $819,200 to $2,252,800 and extends the budget and project period to 12/31/09.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
07/01/2005 - 12/31/2009	07/01/2005 - 12/31/2009	$4,096,000.00	$4,096,000.00

NOTICE OF AWARD

Based on your application dated 03/26/2006, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards $1,433,600. EPA agrees to cost-share 55.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $2,252,800. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105	U.S. EPA, Region 9 Water Division, WTR-1 75 Hawthorne Street San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL	TYPED NAME AND TITLE	DATE
Digital signature applied by EPA Award Official	Carolyn Truong, Grants Management Officer	06/21/2007

AFFIRMATION OF AWARD

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	TYPED NAME AND TITLE	DATE
	Charles McClendon, City Manager	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 819,200	$ 1,433,600	$ 2,252,800
EPA In-Kind Amount	$ 0	$	$ 0
Unexpended Prior Year Balance	$ 0	$	$ 0
Other Federal Funds	$ 0	$	$ 0
Recipient Contribution	$ 670,255	$ 1,172,945	$ 1,843,200
State Contribution	$ 0	$	$ 0
Local Contribution	$ 0	$	$ 0
Other Contribution	$ 0	$	$ 0
Allowable Project Cost	$ 1,489,455	$ 2,606,545	$ 4,096,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	Consolidated Appropriations Act of 2006	40 CFR PART 31

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	0709W0E024	07	E4C	09L0QJ6	202B51E	4183	-	-	1,433,600
									1,433,600

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$0
2. Fringe Benefits	$0
3. Travel	$0
4. Equipment	$0
5. Supplies	$0
6. Contractual	$4,096,000
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$4,096,000
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 45.00 % Federal 55.00 %.)	$4,096,000
12. Total Approved Assistance Amount	$2,252,800
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$1,433,600
15. Total EPA Amount Awarded To Date	$2,252,800

Administrative Conditions

Administrative conditions numbered 2, 5, 6, and 8 remain the same. Conditions numbered 1, 3, 4, 7, 9, and 10 are revised and number 12 is added below:

1. An interim Financial Status Report (FSR), Standard Form 269A (Rev. 7/97), covering the period from "project/budget period start date" to June 30 of each calendar year shall be submitted to the Grants Management Office, MTS-7, no later than September 30 of the same calendar year. The final FSR covering the entire project period shall be submitted to the U.S. EPA Las Vegas Finance Center, PO Box 98515, Las Vegas, NV 89193-8515, within 90 days after the end of the project period according to the recipient's respective Code of Federal Regulations Part 30.52(a)(1)(iv) and 30.71(a), or Part 31.23(b) and 31.41(b) (as applicable). The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

3. The recipient agrees to complete and submit to the Grants Management Office, MTS-7, a MBE/WBE Utilization Report (EPA Form 5700-52A), within 30 days after the end of the Federal fiscal year, i.e., by October 30 of each calendar year. Negative reports are required.

4. In accordance with EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under Federal assistance programs, the recipient agrees to:

a) Accept the applicable "fair share" goals negotiated with EPA by the Arizona Water Infrastructure Authority, as follows:

	MBE	WBE
Construction	15%	7%
Equipment	14%	20%
Services	15%	32%
Supplies	15%	31%

If the recipient does not want to rely on the applicable State's MBE/WBE "fair share" goals, the recipient agrees to submit proposed MBE/WBE "fair share" goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies, and equipment.

"Fair share" objectives must be submitted to Joe Ochab, MTS-1, within 30 days of award and approved by EPA no later than 30 days thereafter.

b) Ensure to the fullest extent possible that at least the applicable "fair share" objective {see a) above} of Federal funds for prime contracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.

c) Include in its bid documents applicable "fair share" objectives {see a) above} and require all of its prime contractors to include in their bid documents for subcontracts the negotiated fair share percentages.

d) Follow the six affirmative steps stated in 40 CFR Section 30.44(b), Section 31.36(e), Section 35.3145(d), or Section 35.6580(a), as appropriate.

e) In the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBEs, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective.

f) Until the recipient has completed its fair share negotiations with EPA, it agrees to apply the main State agency's fair share objectives. Once the recipient has completed its fair share negotiations with EPA, it will apply those objectives. The recipient also agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the applicable "fair share" percentages and to comply with paragraphs (c) through (e) above.

7. Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the recipient agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate,* or in a written statement. The Lobbying and Litigation certification and final Financial Status Report shall be submitted within 90 days after the end of project period.

Recipient shall abide by its respective 2 CFR 220, 225, 230 (as applicable) (OMB Circular A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective 2 CFR 220, 225, or 230 (as applicable) (OMB Circular A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

9. The recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

10. Payment to consultants. Per 40 CFR Part 31.36(j), EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under

the contract at an hourly or daily rate of compensation. As of January 1, 2007, the rate is $557.28 per day and $69.66 per hour. This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36(j)(2) or Part 30.27(b).

12. The recipient will provide timely reporting of cash disbursements and balances through semi-annual submission of a Federal Cash Transactions Report (SF272 and SF272A). The appropriate reports must be submitted to the Las Vegas Finance Center within 15 working days following the end of the semi-annual periods ending June 30 and December 31 of each year. The recipient may access these forms and the instructions for submission at http://www.epa.gov/ocfo/finservices/payinfo.htm.

Programmatic Conditions

Programmatic conditions numbered P1, P3 through P5 remain in full force and effect. Condition P2 is revised as follows.

P2. In accordance with 40 C.F.R. §31.40, the recipient agrees to submit performance reports due on the 30th day after the end of each quarter: October 30, January 30, April 30, and July 30 for the life of this grant, which will include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; 3) document activities conducted for the planning, design, construction, and operation of the project; and 4) additional pertinent information, including, when appropriate, analysis and formation of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

- - - END OF DOCUMENT - - -

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1263-707 - Right-of-Way Dedication - BCC Development - Corporate Drive west of 107th Avenue

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Kathy Mathiesen, Plan Review Engineer (623)333-4036

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance to accept the dedication of a portion of right-of-way on Corporate Drive located between 107th Avenue and 111th Avenue and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

BACKGROUND:

On April 2, 2001, City Council approved a Planned Area Development (PAD) for Roosevelt Park (See the attached Vicinity Map). This PAD approved development north and south of Van Buren and established the alignment for Corporate Drive on the north side of Roosevelt Park. Phase 1 included the area south of Van Buren where homes are currently being constructed. On January 17, 2006, Council approved a Preliminary Plat for Roosevelt Park Phase 2. Improvement Plans and Final Plat are currently being reviewed.

DISCUSSION:

Roosevelt Park Phase 2 is responsible for the construction of the north half of Van Buren, the east half of 111th Ave and the south half of Corporate Drive adjacent to the site. The south half of Corporate Drive adjacent to Roosevelt Park Phase 2 will be dedicated by this developer with a Final Plat. BCC Development, the property owner north of Corporate Drive wishes to dedicate the north half of Corporate Drive at this time in preparation for the future development of Corporate Drive.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMENDATION:

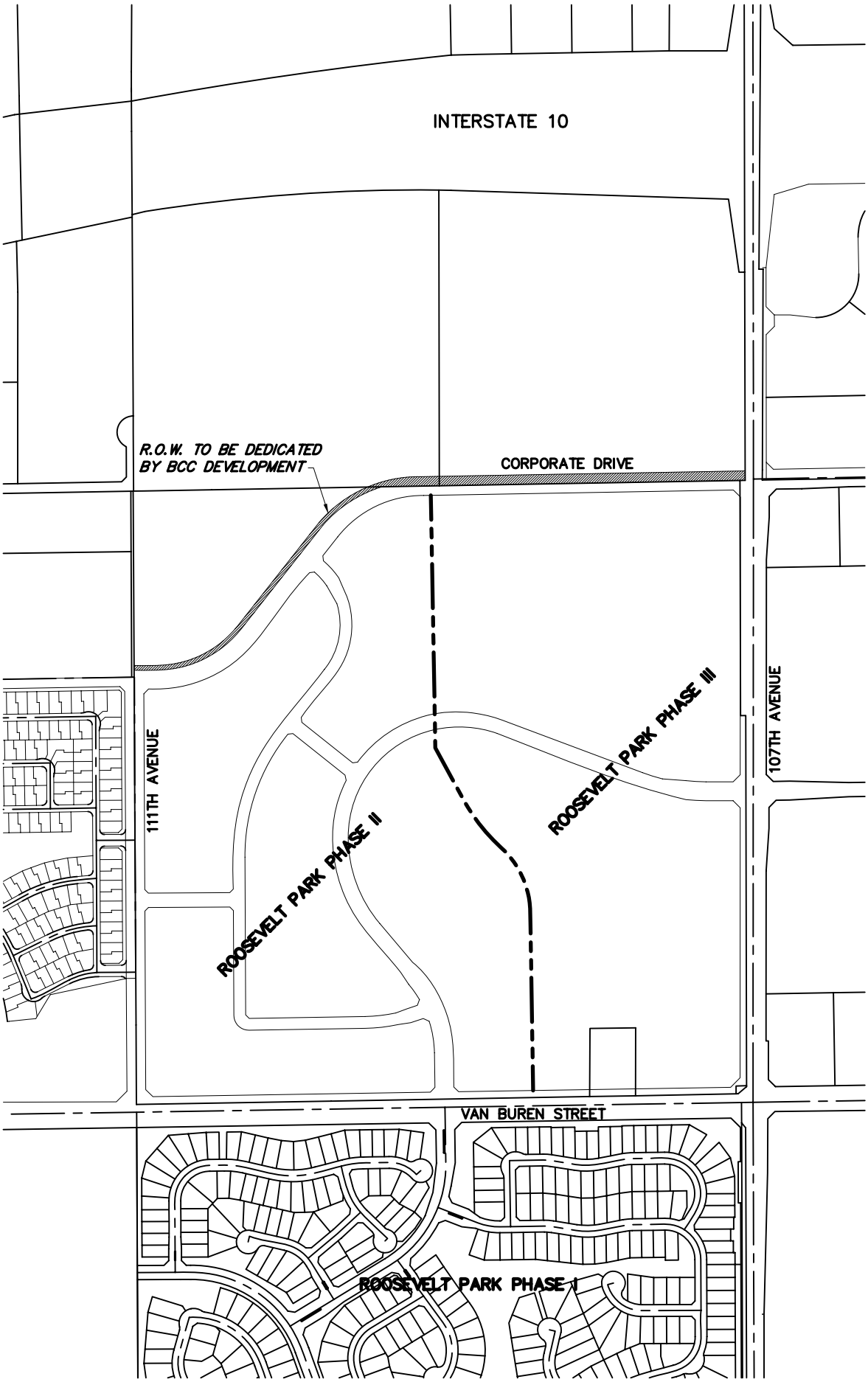
Staff recommends that the City Council adopt an ordinance to accept the dedication of a portion of right-of-way along the alignment of the future Corporate Drive located between 107th Avenue and 111th Avenue and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

ATTACHMENTS:

Click to download

- Vicinity Map
- ORD - 1263-707

VICINITY MAP
CORPORATE DRIVE R.O.W. DEDICATION



ORDINANCE NO. 1263-707

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

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

SECTION 1. That certain real property generally located along Corporate Drive, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from BCC Development Limited Partnership, for use as a public right-of-way.

SECTION 2. That 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, July 16, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1263-707

[Legal description of Right-of-Way Dedication]

See following page.

Legal Description for Corporate Drive Right-of –Way
(BCC Property)

That portion of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Commencing at the East quarter corner of said Section 6;

Thence South 88 degrees 46 minutes 50 seconds West, along the South line of the Northeast quarter of said Section 6, a distance of 55.01 feet to a point on the West line of the East 55.00 feet of said Section 6; said point being the True Point of Beginning;

Thence continuing South 88 degrees 46 minutes 50 seconds West, along said South line, a distance of 1558.44 feet to a non-tangent point on a circular curve with a radius point that bears South 23 degrees 24 minutes 40 seconds East a distance of 540.00 feet from said point on the curve;

Thence continuing Southwesterly along the arc of said circular curve through a central angle of 28 degrees 35 minutes 24 seconds an arc distance of 269.45 feet to a point of tangency;

Thence South 37 degrees 59 minutes 57 seconds West a distance of 558.00 feet to a point of curvature on a circular curve with a radius point that bears North 52 degrees 00 minutes 03 seconds West a distance of 460.00 feet from said point of curvature;

Thence Southwesterly along the arc of said circular curve, through a central angle of 51 degrees 30 minutes 43 seconds, an arc distance of 413.57 feet to a point of tangency;

Thence South 89 degrees 30 minutes 40 seconds West a distance of 95.00 feet to a point on the West line of the Southeast quarter of said Section 6;

Thence North 00 degrees 29 minutes 17 seconds West along said West line, a distance of 30.98 feet;

Thence North 89 degrees 30 minutes 40 seconds East a distance of 117.76 feet to a point of curvature on a circular curve with a radius point that bears North 00 degrees 29 minutes 20 seconds West a distance of 410.92 feet from the said point of curvature;

Thence continuing along the arc of said circular curve through a central angle of 51 degrees 30 minutes 43 seconds an arc distance of 369.44 feet to a point of tangency;

Thence North 37 degrees 59 minutes 57 seconds East a distance of 558.00 feet to a point of curvature on a circular curve with a radius point that bears South 52 degrees 00 minutes 03 seconds East a distance of 560.00 feet from said point of curvature;

Thence continuing northeasterly along the arc of said circular curve through a central angle of 50 degrees 46 minutes 53 seconds an arc distance of 496.33 feet to a point of tangency on the North line of the South 60.00 feet of the Northeast quarter of said Section 6;

Thence North 88 degrees 46 minutes 50 seconds East along said North line, a distance of 50.00 feet;

Thence South 89 degrees 56 minutes 47 seconds East, a distance of 450.11 feet to a point on the North line of the South 50.00 feet of the said Northeast quarter;

Thence North 88 degrees 46 minutes 50 seconds East, along said North line, a distance of 820.30 feet;

Thence North 44 degrees 15 minutes 11 seconds East, a distance of 49.91 feet to a point on the West line of the East 55.00 feet of said Section 6;

Thence South 00 degrees 16 minutes 27 seconds East along said West line a distance of 85.01 feet to the True Point of Beginning.

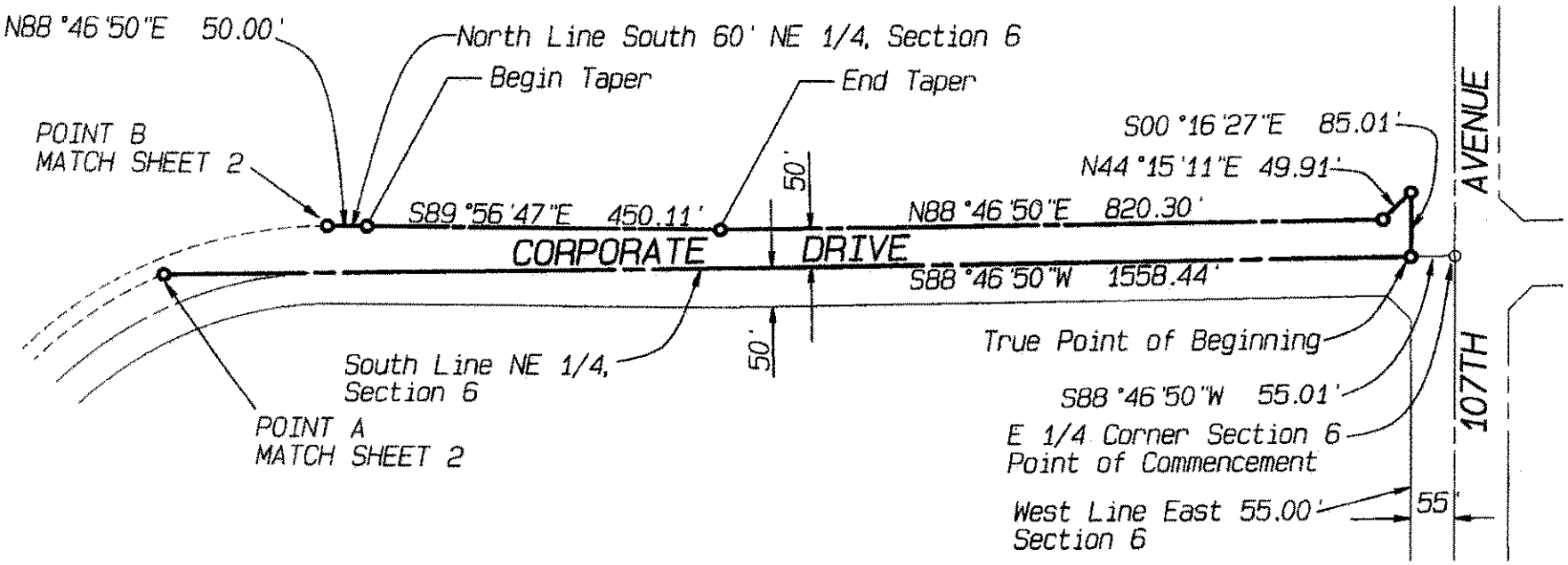
Area= 110,096 square feet or 2.52746 acres

Prepared by:
AEC Consultants, Inc.
1710 E. Indian School Rd., Ste #100
Phoenix, Arizona, 85016
(602) 264-1427

Job No. 06035
March 6, 2007

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
13562
DAVID B.
HALL
Date Signed 3-6-07
ARIZONA, U.S.A.

David B. Hall



RIGHT-OF-WAY EXHIBIT
(BCC WEST)

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
13562
DAVID B.
HALL
Date Signed 3-6-07
ARIZONA, U.S.A.

David B. Hall

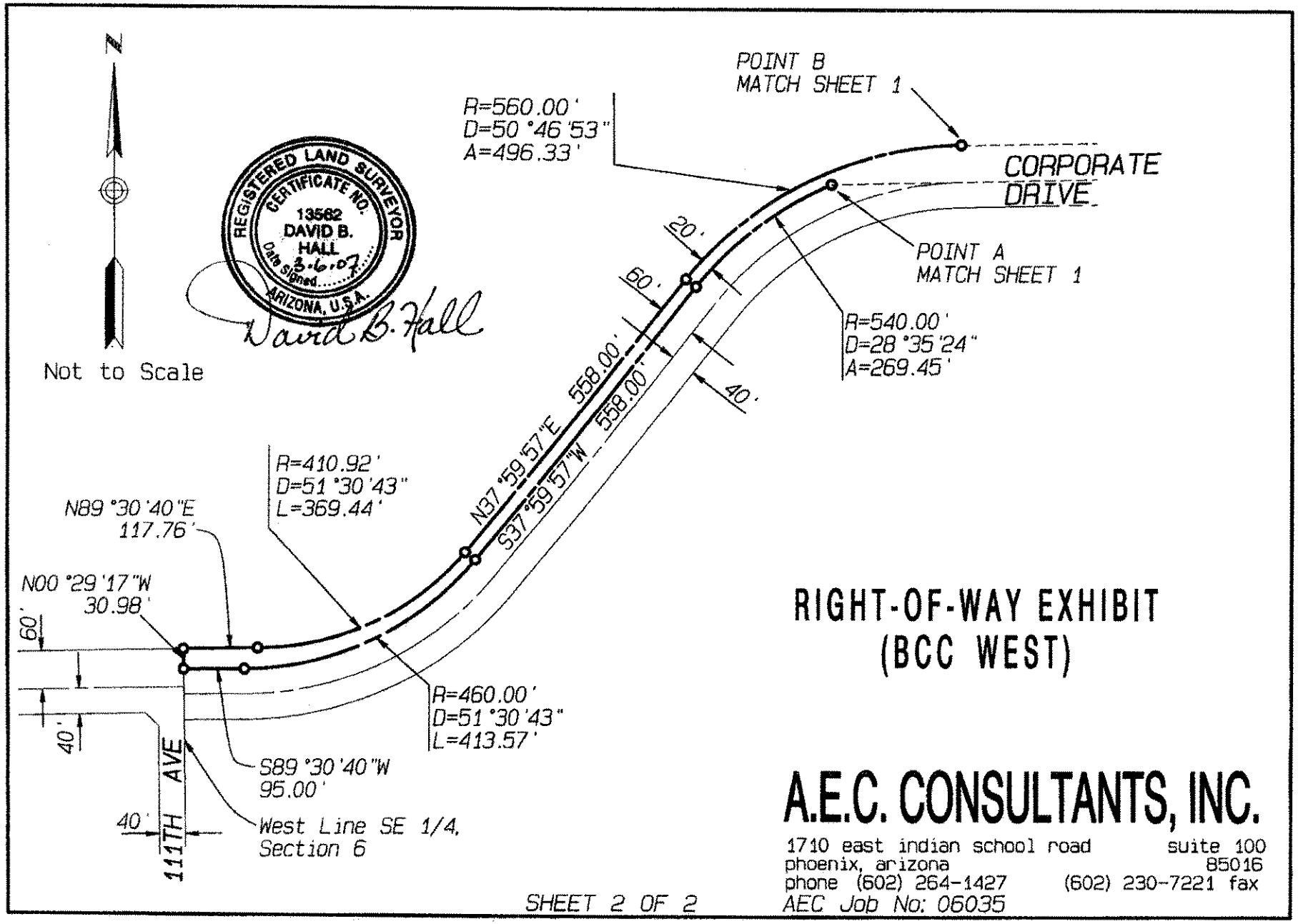
Not to Scale

SHEET 1 OF 2

A.E.C. CONSULTANTS, INC.

1710 east indian school road suite 100
phoenix, arizona 85016
phone (602) 264-1427 (602) 230-7221 fax

AEC Job No: 06035



RIGHT-OF-WAY EXHIBIT
(BCC WEST)

A.E.C. CONSULTANTS, INC.

1710 east indian school road suite 100
phoenix, arizona 85016
phone (602) 264-1427 (602) 230-7221 fax

AEC Job No: 06035

SHEET 2 OF 2

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Conditional Use Permit for Massage Therapy (CU-07-7)

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit for Massage Therapy in the PAD (Planned Area Development) Zoning District

PARCEL SIZE: 2,600 square foot tenant space

LOCATION: Southwest corner of 99th Avenue and McDowell Road (Exhibits A and B)

APPLICANT: Mr. George and Jill Lopez

OWNER: Rain Tree Pad 2, LLC

BACKGROUND:

The property was annexed on March 17, 1986 and zoned AG (Agricultural). It was rezoned to PAD on April 18, 1988. The Avondale Park Plaza PAD allowed development of hotel, restaurant, office, and retail uses. The property was not developed within two years as required by the PAD and the approved development plan lapsed. Consequently, a new PAD district for Gateway Crossing was approved by the City Council on August 15, 2005 which established the permitted uses and required development standards for the property. The Gateway Crossing master plan was approved by Council on November 21, 2005 (Exhibit D).

SUMMARY OF REQUEST:

1. The applicant is requesting a conditional use permit approval for a massage therapy facility within Gateway Crossing (Exhibit E). The approximately 2,600 square foot tenant space will accommodate a reception area, offices, 13 therapy servicing rooms, restroom, storage area, and a break room for employees. (Exhibit F).

2. The massage therapy facility will operate from 8am to 10pm Monday thru Friday, and weekends from 8am to 6pm. Peak hours are typically after 5pm (Exhibit E). Most customers will have scheduled appointment times, although some walk-ins may be serviced. The applicant has indicated that the business will initially have 4 full-time employees.

3. The massage therapy business is considered retail, being that it primarily driven by membership sales. The facility will include therapeutic recovery, rehabilitation, and general wellness practices.

PARTICIPATION:

The applicant conducted a neighborhood meeting at 6:00 pm on Thursday, May 31, 2007 at Avondale City Hall. The neighborhood meeting was advertised in the West Valley View on May 15, 2007. The property was posted on May 15, 2007. 31 property owners within 500 feet of the subject property were notified of the meeting on May 10, 2007. According to the materials provided by the applicant, no citizens attended the

meeting.

A notice of the Commission hearing was published in the West Valley View on June 5, 2007. The property was posted on June 6, 2007. Notification letters were mailed out to 31 property owners on June 5, 2007. No comments have been received to date.

A notice of the Council hearing was published in the West Valley View on June 26, 2007. The property was posted on June 28, 2007. Notification letters were mailed out to 31 property owners on June 26, 2007. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on June 21, 2007 and voted 6-0 to recommend APPROVAL of this request subject to the following stipulations:

1. The massage therapy facility shall conform to the narrative dated May 31, 2007, and the floor plan date stamped May 31, 2007.

2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

FINDINGS:

The City Council must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. The burden of proof rests with the applicant. Each finding is presented below along with staff's analysis.

1. That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area.

The subject property is designated as Freeway Commercial on the Land Use Map of the General Plan. This designation encourages regional retail, service and office uses. The current PAD zoning is consistent with the General Plan. A massage therapy business is permitted in the PAD district subject to a Conditional Use Permit. The proposed use will not adversely change the character of Gateway Crossing or the surrounding area.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

The approved Gateway Crossing includes retail type uses. The proposed massage therapy will be compatible with the other businesses in Gateway Crossing. The hours of operation are typical for this type of use.

The property to the north is developed with retail type uses. The property to the east is the City of Tolleson developed with retail type uses. To the south is Interstate 10 and to the west is vacant property zoned AG (Agircultural). The proposed use is compatible with surrounding uses.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to setbacks, parking, screening and landscaping.

The proposed site is located in an existing shops building that features adequate parking and circulation. The massage therapy will require no additional parking spaces. On average, the business will consistently utilize 8 to 9 parking spaces. The site currently meets all required development standards.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

Primary access to the site is available from McDowell Road and 99th Avenue. No changes are proposed to the approved points of access for Gateway Crossing. These streets are designed to accommodate the traffic generated by retail type uses.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

Two routine stipulations are included in the recommendation.

CONCLUSION:

The proposed conditional use appears to meet the required findings for approval.

RECOMMENDATION:

The City Council should conduct a public hearing and APPROVE the Conditional Use Permit subject to the two stipulations recommended by the Planning Commission.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application CU-07-7, a request for a Conditional Use Permit for a massage therapy in the PAD district subject to the two stipulations recommended by the Planning Commission.

ATTACHMENTS:

Exhibit A - Zoning Vicinity Map
Exhibit B - Air Photo 2006
Exhibit C - Summary of Related Facts
Exhibit D - Approved Gateway Crossing Site Plan dated November 21, 2005
Exhibit E - Project Narrative date stamped May 31, 2007
Exhibit F - Floor Plan date stamped May 31, 2007
Exhibit G - Draft Minutes of the June 21, 2007 Planning Commission meeting

ATTACHMENTS:

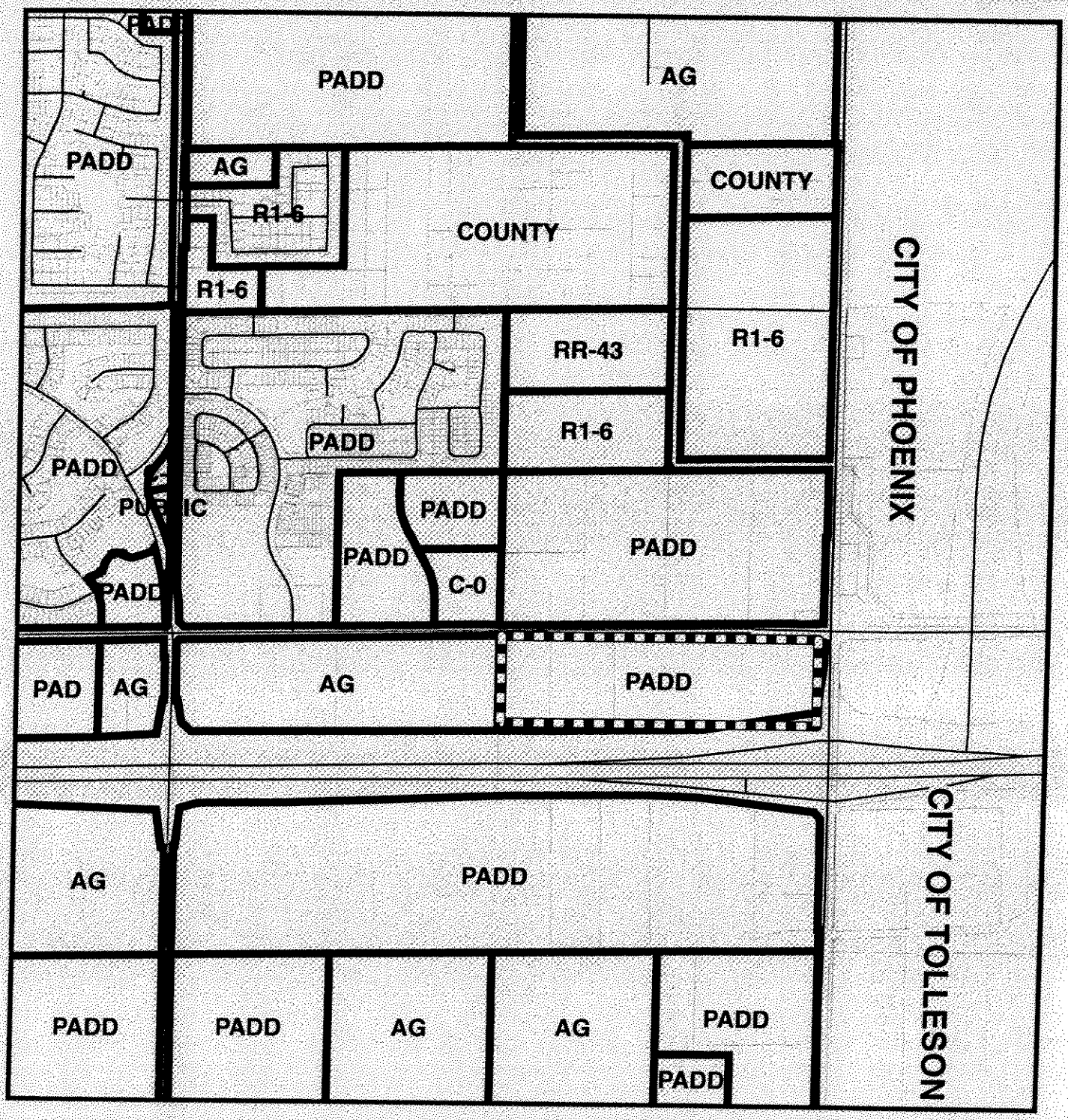
Click to download

- Exhibits A-G

PROJECT MANAGER:

Megan Neal, Planner II (623) 333-4018

Exhibit A

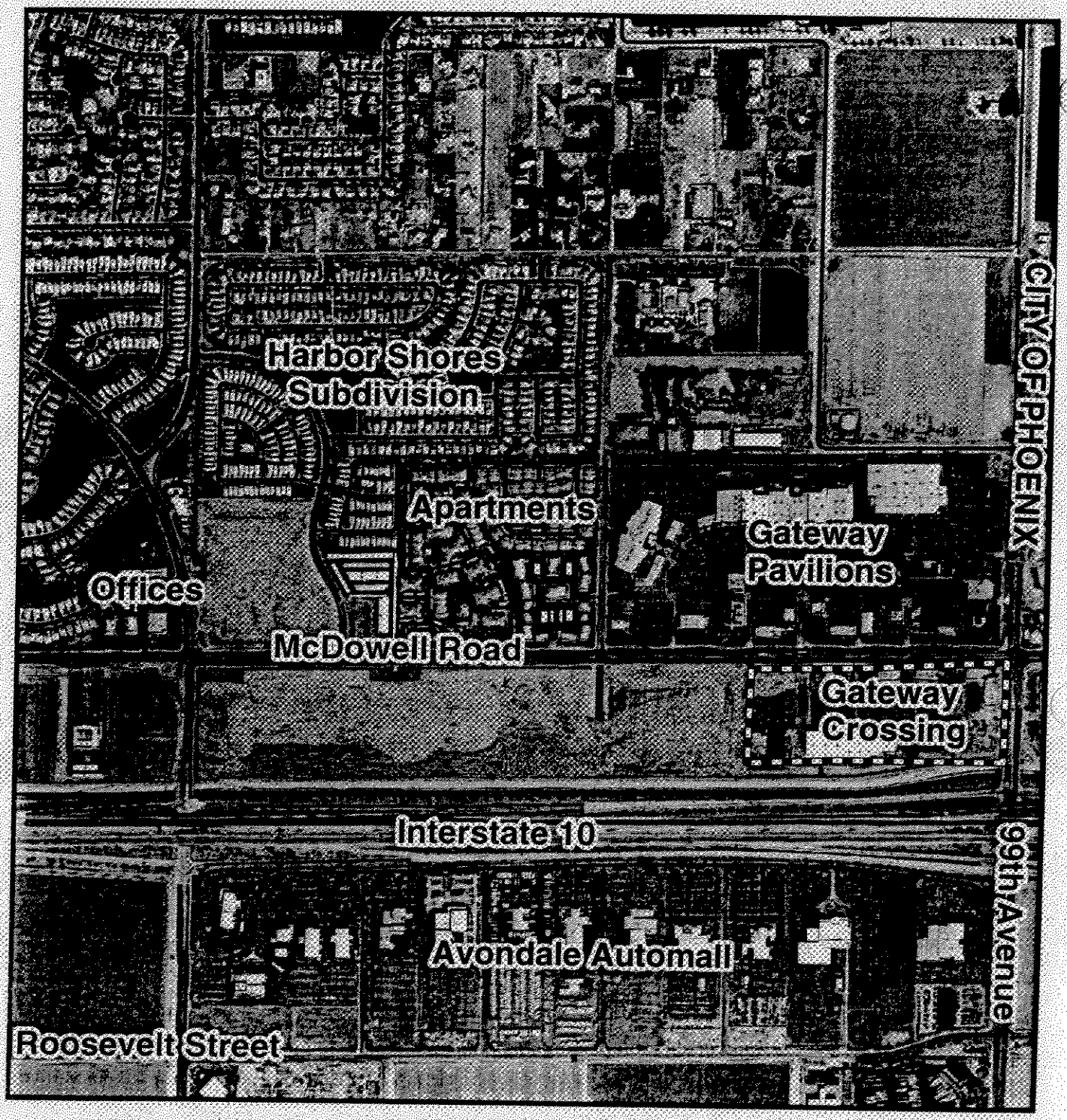


Zoning Vicinity Map
CU-07-7

Avondale

Subject Site

Exhibit B



Air Photo 2006
CU-07-7

Avondale

Subject Site

N

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION CU-07-7

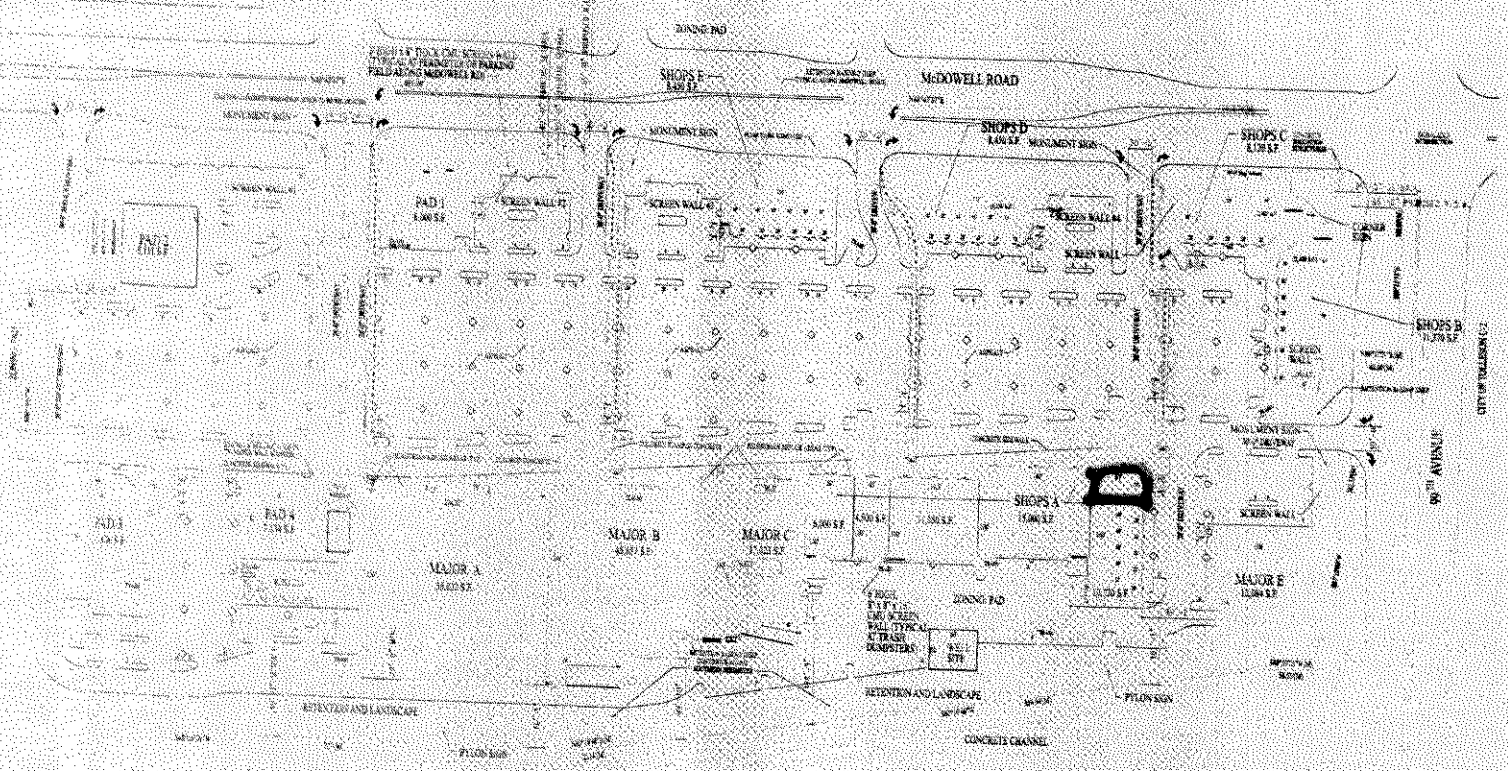
THE PROPERTY	
PARCEL SIZE	1.28 acres
LOCATION	Gateway Crossing, southwest corner of 99th Avenue and McDowell Road
PHYSICAL CHARACTERISTICS	Mostly developed regional shopping center
EXISTING LAND USE	Freeway Commercial
EXISTING ZONING	PAD
ZONING HISTORY	The City Council approved the Gateway Crossing Center PAD zoning in 2005.
DEVELOPMENT AGREEMENT	There is a development agreement for this property. There are no outstanding items related to this project.

SURROUNDING ZONING AND LAND USE	
NORTH	PAD – Gateway Pavilions
EAST	City of Tolleson
SOUTH	Interstate 10
WEST	PAD – Vacant

GENERAL PLAN
The subject property is designated as Freeway Commercial on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Pendergast Elementary and Tolleson Union High School
ELEMENTARY SCHOOL	Rio Vista Elementary School (K-8)
HIGH SCHOOL	La Joya Community High School

STREETS	
Mc Dowell Road	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	3.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.
Standard half street improvements	3.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.
99th Avenue	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	3.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.
Standard half street improvements	3.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.



SITE DATA

NET ZONED C2 (PROPOSED PAD)	7,777,[illegible] S.F. (17.7 ACRES)
70% OF SITE AREA (OF 25%)	5,443,[illegible] S.F. (12.5 ACRES)
TOTAL SITE AREA (NET)	13,220,[illegible] S.F. (30.3 ACRES)
% COVERAGE	16.89% GROSS / 21.29% NET

PROJECT DATA

MAJOR BOXES (OVER 25,000 S.F.)	335,716 S.F.
2 ANCHORS (10,000 S.F. AND LESS)	9,200 S.F.
SHOPS	59,430 S.F.
SUBTOTAL	404,307 S.F.
RESTAURANT PADS	38,192 S.F.
TOTAL	442,499 S.F.

PARKING REQUIREMENTS

RETAIL: 200,307/300	
RESTAURANTS	
OUTDOOR = [illegible]	= 590 SPACES
INDOOR = 35,592 S.F. x 1/60	= 15 SPACES
= 21,192 S.F./50	= 426 SPACES
PARKING REQUIRED	= 1,031 SPACES
HANDICAPPED PARKING REQUIRED =	20 (1 VAN + 19 REG.)
	ADDITIONAL SPACES
	20 x 2 = 21 HC SPACES
PARKING PROVIDED (INCLUDES 24 HC SPACES)	= 1,048 SPACES

GATEWAY CROSSING

McDOWELL ROAD AND 99TH AVENUE
AVONDALE, ARIZONA

INTERSTATE FREEWAY 10

PHASE IV: BUILDINGS B, C, D, & E

BUILDING A

PHASE III
MAJOR A
(FUTURE)

PHASE I
MAJOR B & C

PHASE II
SHOPS A

PHASE KEY PLAN

SITE

W. THOMAS ROAD
LEED 101 FREEWAY
W. McDOWELL ROAD
I-10 FREEWAY
W. VAN BUREN STREET
N. 107th AVENUE
N. 99th AVENUE

VICINITY MAP

LEGEND

PROPERTY LINE
PARCEL LOT LINES
RETENTION & LANDSCAPE BOUNDARY LINES
RIGHT-OF-WAY & SETBACKS
EGRESS PATHS TO PROPERTY LINE

PLANNING RECEIVED MAY 2007 DIVISION

C4-07-7

CADW Architects, p.a.

AVONDALE, ARIZONA

ARCHITECTURAL SITE PLAN (FOR REFERENCE ONLY)

EXHIBIT D

EXHIBIT E

Massage Envy

CITY OF ANCHORAGE
MAR 31 2007
PLANNING DIVISION

PLANNING
RECEIVED
APR 2007
DIVISION

Massage Envy A National Brand

To Whom It May Concern:

Massage Envy is an innovative business concept that combines the ancient art of massage with modern business systems, service and pricing strategies. The result of this combination is a state of the art massage clinic that appeals to both veteran and first-time massage clients. Massage Envy is leading the revolution in relaxation by providing professional massages, in convenient locations at affordable prices. Our model is based on membership as the creator of the concept, John Leonesio, comes from a 20+ year background in the health club industry. In the health clubs, massage therapy was the highest grossing ancillary service. Massage Envy's concept works by the consumer becoming a Massage Envy member for one low monthly rate. In their monthly rate members receive one massage and thereafter all their massages in that same month are at a low member rate. Members can bring in guests or buy gift certificates at the low member rate as well. Non-members can still visit our clinics for gift certificates and/or other therapy services at competitive non-member rates.

We currently have 179 clinics open, and 331 in development. 2006 was our break out year as a franchise concept. We celebrated our 1 millionth massage in March and 2 millionth in December, our 100th clinic opened in May and we awarded the **North America's Hottest Retailer** award by the International Council of Shopping Centers. If our recent ranking by Entrepreneur Magazine (#3 for **Top New Franchises)** in the January 2007 issue is any indication we are looking forward to another stellar year.

Each Massage Envy clinic employs therapists who have graduated from an accredited massage school with a minimum requirement of 500 hours of education and meeting all state and local licensing requirements. The therapists also receive training and orientation from Massage Envy. In addition to these requirements, we perform background checks on our therapists prior to their recruitment. These therapists offer approximately 15 different hands-on modalities of massage and all of our therapists are employees of Massage Envy not independent contractors. We are currently the largest employer of massage therapists nationally.

Clinic hours are Monday through Friday from 8am to 10pm and weekends until 6pm. A mature clinic will perform around 1000 massages each month, operating out of 8-10 fully occupied therapy rooms during peak hours. Our peak hours are typically after 5pm, and on weekends. During off peak hours, we typically operate out of 2-3 fully occupied therapy rooms. Our primary use is considered retail, being that is driven by membership sales, gift certificate sales and retail products relating to neuromuscular, therapeutic massage.

Massage Envy

Massage Envy has performed over two million massages nationwide since our inception and is committed to providing a high quality service to our customers in a safe and comfortable environment.

Giving back to the community is also very important for Massage Envy. On September 19th, 2006, Massage Envy sponsored its second annual Phoenix Susan G. Komen day "Massage for the Cure". On this very special day Massage Envy did not charge for any massages given, in lieu our members and guests donate to the Susan G. Komen foundation that supports breast cancer. Again, this is just one of the many ways that Massage Envy gives back to the community locally and nationally.

I hope that this letter and information packets has better informed you about the Massage Envy concept. Please also feel free to visit our website at www.massageenvy.com.

Should you have any further questions regarding our legitimacy or use, please do not hesitate to call me direct (480-366-4131). We look forward to add more value and being a part of your community!

Sincerely,

Joseph F. Toth

Joseph F. Toth
Director of Real Estate Development
Massage Envy Ltd.

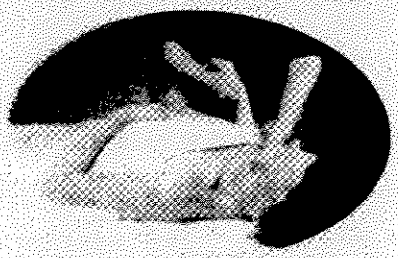
Massage Envy®

...the feeling every body wants

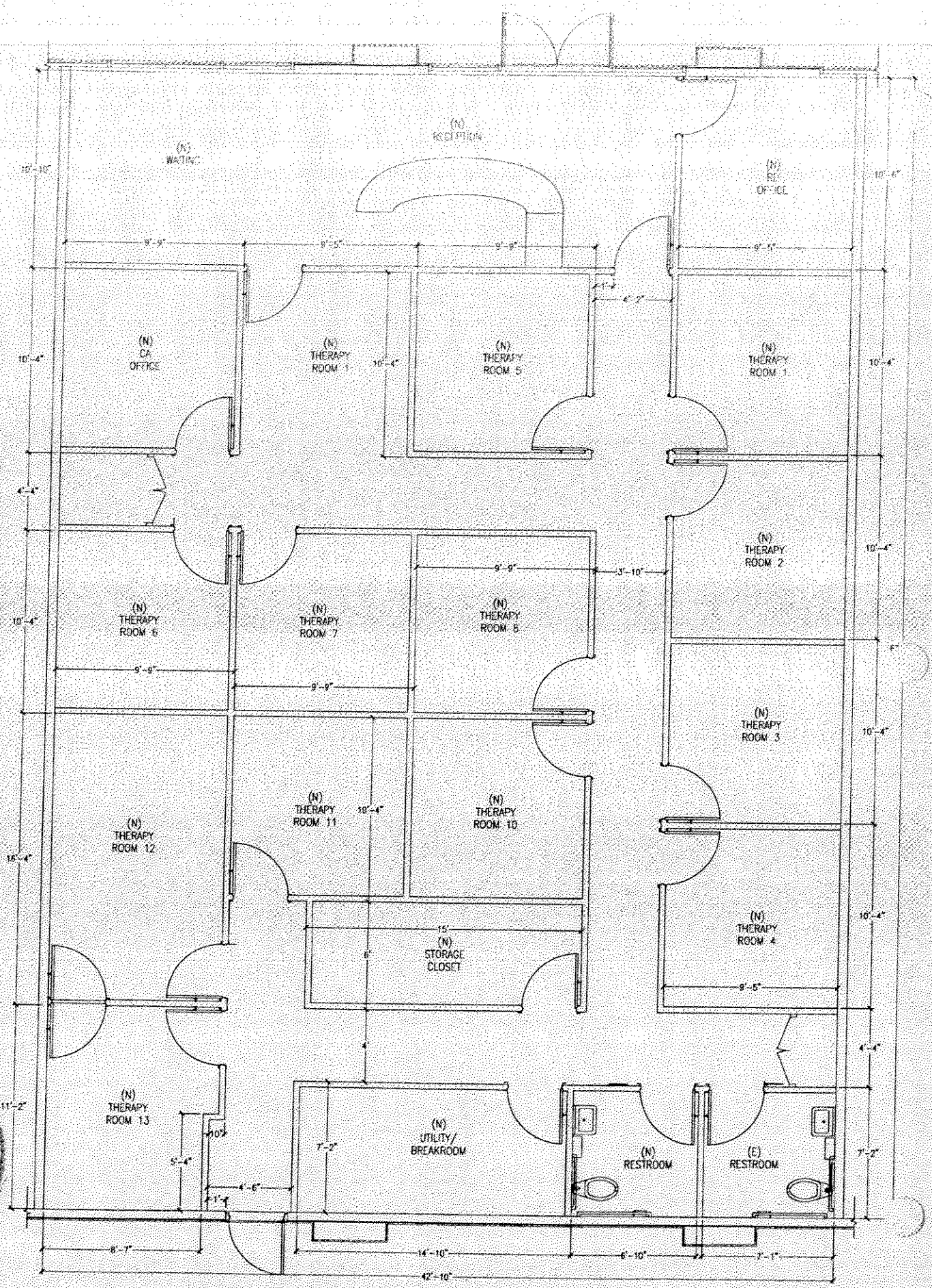
Massage Envy® has created relationships and earned credibility with developers such as Developers Diversified, Regency Centers, Westcor/ Macerich, Turnberry, Kimco, Simon and many others. We are in multiple locations with them across the United States, where we continue to discern ourselves from the public perception of what massage service used to be, particularly with regard to being categorized as a "Massage Parlor."

Massage Envy is a membership-based massage therapy clinic, where members pay a monthly rate to receive a massage and additional massages in that month are provided at a discounted rate. Clients are offered more than a dozen different massage treatments to choose from, including Swedish, Deep Tissue, Pre-Natal and Sports therapy to name just a few. Offering these professional treatments in a safe and comfortable environment, is as important as making them convenient enough to fit into today's busy lifestyles; which is why Massage Envy clinics are open 7 days a week, with appointments available before and after work hours for many. Massage Envy's target customers are females, ages 25-59 with an average household income of $75,000 or more.

We are a growing brand that has seen a great deal of success in our journey to bring massage to the masses. In 2006 the company celebrated its 1 millionth massage, 100th clinic opening, and received North America's Top 5 Hot Retailers Award from the International Council of Shopping Centers. In addition, Franchise Times magazine ranked Massage Envy the 35th fastest growing franchise in the U.S. Massage Envy's prime objective continues to be making professional, convenient and affordable massage readily available to everyone throughout the United States.



www.massageenvy.com



FLOOR PLAN
NO SCALE

MAY 31 2007
PLANNING DIVISION

MASSAGE ENVY

Exhibit F

Exhibit G

DRAFT

PLANNING COMMISSION
REGULAR MEETING

CITY COUNCIL CHAMBERS
11465 W. CIVIC CENTER DR.
AVONDALE, AZ 85323

Thursday, June 21, 2007
6:00 p.m.

I. CALL TO ORDER

The regular meeting was called to order at approximately 6:00 p.m. by Chairperson Lageschulte.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT
Linda Webster, Commissioner
Lisa Copeland, Commissioner
David Iwanski, Commissioner
Michael Alcorn, Commissioner
Alan Lageschulte, Chairperson
Kevin Grimsley, Commission

COMMISSIONER ABSENT
Edward Meringer, Commissioner

Commissioner _____ motioned to excuse Commissioner Meringer from this evening's meeting. Commission _____ seconded the motion.

CITY STAFF PRESENT
Scott Wilken, Senior Planner
Eric Morgan, Planner II,
Megan Neal, Planner II,
Brian Berndt, Director of Development Services Department
OTHERS PRESENT
Dustin C. Jones, Tiffany & Bosco
John Ruggieri, Rose Properties Southwest, LLC
Jerry Davis, Vision Residential

Leslie Wade, Wade Communications

III. APPROVAL OF MINUTES

- **May 17, 2007 Work Session**
- **May 17, 2007 Regular Meeting**
- **May 24, 2007 Special Meeting**

Commissioner Copeland motioned to approve the minutes from the May 17, 2007 Work Session, the May 17, 2007 Regular Meeting, and the May 24, 2007 Special Meeting. Commissioner Alcorn seconded the motion. The motion passed unanimously.

IV. UNSCHEDULED PUBLIC APPEARANCES

There were none.

V. OPENING STATEMENT

Chairperson Lageschulte read the Opening Statement.

VI. WITHDRAWALS AND CONTINUANCES

There were none.

VII. PUBLIC HEARING ITEMS

Chairperson Lageschulte requested to move Item No. 5 and Item No. 6 forward.

5. CU-07-6: This is a public hearing before the Planning Commission to review and solicit public input on application CU-07-6, a request for a Conditional Use Permit for reception center expansion, to be located within the C-2 (Community Commercial) zoning district. The subject site is located north of Van Buren Street on the east side of Eliseo C. Felix, Jr. Way. Staff Contact: Megan Neal.

Megan Neal, Planner II, stated this was a request for Estrella Vista Reception Center in the C-2 Zoning District. Ms. Neal described the zoning and properties surrounding the subject property. She stated the proposed Reception Center is compatible with the adjacent Commercial and Industrial Zoning District and has adequate circulation and parking. Ms. Neal stated the proposed development will include a 1,112 sq. foot support building, a small service bar, and 8,000 sq. feet of landscaping for the outdoor reception area with hours of operation from 10 a.m.

to 5 p.m. Monday through Friday, and on Saturday from 12 to 5 p.m., with events running no later than 12:30 a.m. She stated customers will need scheduled appointment times. Ms. Neal stated the proposed development will provide a 10' perimeter block around the site with wrought iron fencing on the east side displaying views of the Agua Fria River. Ms. Neal informed the Planning Commission that they must determine that the proposed use meets five findings prior to granting the Conditional Use Permit. She stated the proposed Reception Center appears to meet the required findings for approval and Staff is recommending that the Planning Commission accept the findings and recommend approval of application CU-07-6, a request for a Conditional Use Permit for an outdoor Reception Center subject to the two Staff stipulations.

Chairperson Lageschulte asked if there were questions for Staff, and hearing none, asked if the applicant, Taylor Brown, Epsilon Engineering, would like to address the Planning Commission. The applicant declined. Chairperson Lageschulte then opened the item for public hearing. There were no requests to speak.

Chairperson Lageschulte asked for a motion. Commissioner Grimsley moved that the Planning Commission accept the findings and recommend approval of application CU-07-6, a request for a Conditional Use Permit for an outdoor Reception Center subject to the two Staff-recommended stipulations. Commissioner Alcorn seconded the motion.

Chairperson Lageschulte opened the item for discussion. Chairperson Lageschulte stated he had been to the Reception Center a few times and it was an excellent place, and he thinks this will be a good addition to the Center. He stated he hopes the applicant keeps getting bigger and keeps providing the service they have been. There being no further discussion, Chairperson Lageschulte called for a vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

6. CU-07-7: This is a public hearing before the Planning Commission to review and solicit public input on application CU-07-7, a request for a Conditional Use Permit for Massage Therapy, to be located within the PAD (Planned Area Development) zoning district. The subject site is located in Gateway Crossing on the southwest corner of 99th Avenue and McDowell Road. Staff Contact: Megan Neal.

Megan Neal, Planner II, described the properties and zoning surrounding the proposed facility for Massage Therapy, stating the proposed use for this property is compatible with surrounding uses, approximating 2,600 sq. feet. She stated the Planning Commission must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. Ms. Neal described the tenant space as having adequate circulation and parking with facility hours of operation from 8 a.m. to 10 p.m. Monday through Friday, and weekends from 8 a.m. to 6 p.m., peak hours typically after 5 p.m. She stated most customers have scheduled appointment times. Ms. Neal informed the Commission the massage therapy business is considered retail and will include therapeutic recovery, rehabilitation, and general wellness practices. She stated the proposed facility appears to meet the required findings for approval and Staff is recommending that the Planning Commission accept the findings and recommend approval of application CU-07-7, a request for a Conditional Use Permit for a message therapy facility subject to the two Staff-recommended stipulations.

Chairperson Lageschulte invited questions for Staff.

Commissioner Grimsley stated as he was driving by the subject property today, he noted they already had signage up and inquired if that was typically allowed before approval. Ms. Neal responded that is an illegal sign; and are required to obtain a sign permit.

Chairperson Lageschulte asked for further questions, and hearing none, asked if the applicant would like to address the Planning Commission. The applicants, Mr. George and Jill Lopez, were not present.

Chairperson Lageschulte opened the item for public hearing. There were no requests to speak. Chairperson Lageschulte asked for a motion.

Commissioner Copeland moved that the Planning Commission accept the findings and recommend approval of application CU-07-7, a request for a Conditional Use Permit for Message Therapy subject to the two Staff-recommended stipulations. Commissioner Grimsley seconded the motion.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

GP-07-2: This is a public hearing before the Planning Commission to solicit public input on application GP-07-2, a request to amend the General Plan for approximately 44.6 acres located at the southwest corner of Interstate 10 and 117th Avenue. The amendment request is to change the land use designation from Employment to Mixed Use. Staff Contact: Scott Wilken.

SP-07-1: This is a public hearing before the Planning Commission to solicit public input on application SP-07-1, a request to amend the Specific Plan for approximately 44.6 acres located at the southwest corner of Interstate 10 and 117th Avenue. The amendment request is to change the land use designation from Employment to Mixed use. Staff Contact: Scott Wilken.

Scott Wilken, Senior Planner, Development Services Department, gave the presentation on Items GP-07-1 and GP-07-2, stating the subject property is within the Freeway Corridor Plan. He pointed out that the subject property is adjacent to the City Center Study Area, which is currently under review to be hopefully adopted by Council this fall, but while the property is not included in the study area, the consultant has looked at surrounding land uses and the potential effect this property would have on the City Center. Mr. Wilken described the surrounding land uses and stated the proposed amendment would change approximately 45 acres from Employment to Mixed Use and designate the entire property of approximately 80 acres as Mixed Use, and the applicant would later apply for rezoning of the entire property. He indicated provisions had been taken with the Summit at Avondale project and this property to make sure a 10 acre sliver of land adjacent to the property is not isolated. Mr. Wilken stated Mixed Use provides for a mix of use with retail/commercial emphasis and the Council may approve up to 45 percent of the development to be residential, and Mixed Use gives no inherent right to any stand-alone residential. He stated the Planning Commission must determine four findings are met: 1) The Land Use Plan does not provide adequate area for the proposed land use. 2) The amendment is an overall improvement to the General Plan. 3) The amendment will not harm the City Land Use patterns, public infrastructure, or existing land uses. 4) The amendment is consistent with the original intent of the Plan and the City's goals. Mr. Wilken stated Staff estimates approximately 8.25 percent of the City is currently designated as Employment, 3.05 percent of the City is designated as Mixed Use, and the proposed amendment would result in approximately 8.28 percent of the City being Employment and 3.19 percent as Mixed Use. He stated Staff believes the amendment is an improvement to the General Plan as it allows the subject property to act as a buffer between the City Center and the employment to the west along the freeway, and Staff believes the amendment will not harm the City's land use pattern, infrastructure, or existing land uses. Mr. Wilken stated the City's Traffic Engineer estimates traffic will increase by about 28 percent; however, the roads in the area and the roads that will be built are adequate to handle the increased traffic and that sewer and water lines are adequate. He concluded that Staff believes the amendment is consistent with the original intent of the General Plan and the City's goals as it

allows for more intense uses along the freeway and it will possibly allow for some residential near the City Center. Mr. Wilken stated the majority of the Freeway Corridor Plan is Employment, Mixed Use or Freeway/Commercial with an emphasis on employment along the freeway, and this property could act as a transitional area from the City Center to the employment within the Freeway Corridor Plan. He then covered the citizen review process for the Commission, stating to date there had been no opposition from neighboring municipalities, agencies or citizens. He stated Staff is recommending approval of the proposed Land Use amendment.

Chairperson Lageschulte invited questions for Staff.

Commissioner Grimsley asked with more residential being built, would this be in the Tolleson Elementary and La Joya High School districts and could these schools accommodate more students. Mr. Wilken responded this would be in the Littleton Elementary School and La Joya High School districts, and the General Plan amendment was sent to the General Superintendent of both school districts, and so far Staff has not received correspondence back from them. He added that any residential is entirely at the Council's discretion, and if not appropriate for residential, the site may end up as all employment and retail.

Commissioner Copeland stated she was still not clear on the 10 acre sliver of land that Mr. Wilken had mentioned. Mr. Wilken referred to the site plan for the Summit at Avondale and stated 117th Avenue is required to go all the way up to that property and end in a cul-de-sac so that property will be accessed from 117th Avenue directly south to Van Buren, and also when Summit Point develops, 119th Avenue will also make similar provisions. He stated it was possible to have a sub-street or driveway directly to that land through Summit Point. He added that the developer of Summit Point had attempted to acquire the 10 acres and was unsuccessful. Commissioner Copeland asked if the City had been in communication with the property owner of the 10 acres to ascertain the property owner's intent. Mr. Wilken responded that Planning Staff had not had direct contact with that property owner, but other members of City Staff had talked to them. He stated Staff believes there are viable options for that property incorporated into this, but at this time the biggest concern has been taking steps to avoid isolating that piece of property. Commissioner Copeland stated the City had already encountered two other areas of land the City cannot develop because it was in pieces and she would not like to continue down that road.

Commissioner Alcorn expressed his concern that Staff follow-up on that 10 acres of land. He inquired regarding the residential, asking did the Commission need to wait for City Council, and could the Commission put in a provision saying they want less residential, as the Commission has gone to a lot of trouble not to put housing next to the freeway, and now they are, and he does not like it. Mr. Wilken responded that at this point Staff was looking at land use designation only and suggested if the Commission feels strongly, to make it clear tonight, as the applicant's representatives are here. He added the Commission would get another chance to look at the issue.

Commissioner Iwanski stated a 28 percent increase in traffic flow sounded like a big increase and he wanted to be sure Staff was comfortable with that. Mr. Wilken responded that the figure had come from the City's Traffic Engineer who believes that Van Buren and 117th Avenue and 119th Avenue will be adequate. He stated they would get a much more detailed traffic study as the development moves forward and they will know exactly what uses will occur and will take provisions at that time. Commissioner Iwanski stated he appreciated Mr. Wilken's candor.

Chairperson Lageschulte asked for further questions, and hearing none, invited the applicant, Dustin C. Jones, to address the Commission.

Dustin C. Jones, Tiffany & Bosco, 2525 E. Camelback Rd., Phoenix, AZ, stated he was present on behalf of his client, Seven Investment Holdings, LLC. He stated he appreciated the time Staff had been involved in the General Plan amendment application. Mr. Jones showed the Commission a slide of the 10 acre sliver of property, stating it is owned by a farming family and it was their farm before the freeway went through it and they are not interested in selling it. Commissioner Alcorn stated if the property would stay AG, that was fine with him. Mr. Jones continued with his presentation, stating they wanted to change the use from Employment to Mixed Use because they are finding many retail developments would like to come to the area and there are limited locations along the freeway, while general offices do not need the marketing advantages of being right on the freeway. He clarified their request is not to do away with employment, but to introduce an emphasis on retail and commercial uses along the freeway. He stated they are working on a PAD zoning application and no residential uses are being proposed on the north side of the site near the freeway, so while the mixed use allows for residential, that is because they do not want to be exclusively commercial or exclusively office and industrial. He reiterated they have met the four findings for a General Plan amendment and request that the Planning Commission endorse Staff's recommendation for approval and request City Council approve this application for a General Plan amendment for Mixed Use.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Alcorn stated 45 percent of 100 is still nearly half, but he would bring it up again on discussion.

Chairperson Lageschulte asked for further questions for the applicant, and hearing none, thanked Mr. Jones for his presentation. Chairperson Lageschulte asked for further questions for Staff, and hearing none, opened the item for public hearing. There were no requests to speak.

Chairperson Lageschulte asked for a motion. Commissioner Copeland moved to accept the findings and recommend approval of application GP-07-2, a request to amend the General Plan from Employment to Mixed Use, and recommend approval for application SP-07-1, a request to amend the Freeway Corridor Specific Plan from Employment to Mixed Use. Commissioner Iwanski seconded the motion.

Chairperson Lageschulte opened the items for discussion.

Commissioner Alcorn stated the Commission needs to keep housing out of this corridor and 45 percent of this project could be used for apartments, condos, and town homes.

Commissioner Iwanski stated higher density residential is a very complimentary use in his opinion and he thinks this is a good project.

Chairperson Lageschulte stated he agrees with Commissioner Alcorn, in that Avondale has a limited exposure along the freeway where businesses want to be and if this applicant builds townhouses or condos, they could turn into rentals. He stated there is mixed use property right along Van Buren and if you want to build residential, go to Buckeye or Tolleson, but he is against this project. Chairperson Lageschulte stated Avondale property along the freeway is too scarce for the City to put residential there, and again, he is against this project. He added that banks and corporations are going elsewhere because Avondale has no place to put them.

Commissioner Grimsley stated he agreed, the City does not want residential along the freeway and while the applicant stated they did not currently plan for residential, this opens Pandora's Box, in that in the future there could be residential if the applicant changes their mind, and someone could buy the property from the applicant and make the area residential.

Commissioner Copeland stated Mr. Jones has been before the Planning Commission for several years and has never misled the Commission in his proposed developments, thus she would step out in faith that the developer would hear the Commission in that they did not want residential along the freeway.

Commissioner Webster stated the first question that occurred to her was why they were even considering housing along the freeway or even allowing it on a limited basis, as they would be opening it up for future use and she does not believe they should do that.

Chairperson Lageschulte asked for a Roll Call vote on GP-07-2.

ROLL CALL VOTE

Commissioner Webster	Nay
Commissioner Copeland	Aye
Commissioner Alcorn	Nay
Chairperson Lageschulte	Nay
Commissioner Grimsley	Nay
Commissioner Iwanski	Aye

The motion failed 4 to 2.

Chairperson Lageschulte asked for a Roll Call vote on SP-07-1.

ROLL CALL VOTE

Commissioner Webster	Nay
Commissioner Copeland	Aye
Commissioner Alcorn	Nay
Chairperson Lageschulte	Nay
Commissioner Grimsley	Nay
Commissioner Iwanski	Aye

The motion failed 4 to 2.

Chairperson Lageschulte asked for a motion on Item No. 1 and Item No. 2. Commissioner Grimsley moved that the Planning Commission decline application GP-07-2, a request to amend the General Plan from Employment to Mixed Use, and also that the Planning Commission decline application SP-07-1, a request to amend the Freeway Corridor Specific Plan from Employment to Mixed Use. Commissioner Alcorn seconded the motion.

Chairperson Lageschulte asked for a Roll Call vote on GP-07-2.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Nay
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Nay

The motion passed 4 to 2.

Chairperson Lageschulte asked for a Roll Call vote on SP-07-1.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Nay
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Nay

The motion passed 4 to 2.

3. GP-07-3: This is a public hearing before the Planning Commission to solicit public input on application GP-07-3, a request to amend the General Plan for approximately 40.5 acres located southeast of the southeast corner of Indian School Road and Dysart Road. The amendment request is to change the land use designation from Commercial to Mixed Use and Public Facilities. Staff Contact: Eric Morgan.

4. SP-07-2: This is a public hearing before the Planning Commission to solicit public input on application SP-07-2, a request to amend the North Avondale Specific Plan for approximately 40.5 acres located southeast of the southeast corner of Indian School Road and Dysart Road. The amendment request is to change the land use designation from Commercial to Mixed Use and Public Facilities. Staff Contact: Eric Morgan.

Eric Morgan, Planner II, Development Services Department, gave the presentation for the request for a major amendment to the General Plan and an amendment of the North Avondale Specific Plan for the northwest corner of the city regarding the future Pasdera development comprising approximately 40.5 acres. Mr. Morgan described the surrounding properties and land uses. He stated the applicant's request is to change the land use from 40.5 acres of commercial to approximately 37 acres of Mixed Use and 3.5 acres of Public Facilities. Mr. Morgan clarified that the current Commercial use provides for goods and services to the surrounding neighborhoods, while the Mixed Use would provide for a higher intensity of Commercial and a maximum of 45 percent of Residential use. He told the Planning Commission it was important to keep in mind that this change would not guarantee residential uses or density. Mr. Morgan stated the next step after tonight is zoning and even if this property were approved for Mixed Use, the current zoning would stay in place, not allowing residential until further steps are taken. He described the existing land use of the City and stated it was important to remember that most of this existing Mixed Use is either within the development process or it already has been developed. Mr. Morgan stated the North Avondale Specific Plan emphasizes medium density single family residential with planned open spaces and Dysart Road is identified as a commercial corridor to service the needs of the community college and area residents, and the Specific Plan identifies 99th Avenue as heavier commercial. He then covered the citizen review process for the Planning Commission, stating concerns expressed at the neighborhood meeting were increased traffic, traffic being routed through Sage Creek, additional burden upon schools, and the height of buildings. He stated subsequent letters received comprised the three opposed based on traffic and the addition of residential concerns, and one was in favor. Mr. Morgan recapped that at the Planning Commission meeting on May 24, 2007 the concerns expressed were the same as at the neighborhood meeting, plus a question of the ability of the market to

absorb apartments and the apartments becoming low income housing, and the pricing of the units. He stated subsequently five letters were received, all in favor, but all opposing low income housing. Mr. Morgan stated that the Planning Commission must determine that the proposed amendment meets four findings prior to recommending approval: 1) The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment. 2) The Amendment constitutes an overall improvement of the General Plan and the Specific Plan. 3) The Amendment will not adversely impact the community as a whole and/or a portion of the community by significantly altering acceptable land use patterns or requiring large and more expensive public infrastructure improvements, and it is not adversely impacting the existing land use. 4) The Amendment is consistent with the overall intent of the General Plan and adopted plans, codes and ordinances. He stated Staff recommends approval of the proposed Major General Plan amendment because all four findings have been met and that the Planning Commission recommends to the City Council that all 40.5 acres be changed to Mixed Use. Mr. Morgan indicated the City was in negotiation with this site and another site in the northwest portion of the City for the location of a combination police/fire station facility and if the other location is selected, Staff does not wish to see this applicant stuck with 3.5 acres of public facility, thus if all 40.5 acres are approved for Mixed Use and the City decides this is the location for the combo police/fire station facility, Mixed Use will not prohibit that. Mr. Morgan stated after tonight's application the next step would be that on August 20, 2007 the item would go before City Council for approval or denial.

Chairperson Lageschulte invited questions for Staff.

Commissioner Iwanski stated in reading the responses from the immediately impacted landowners, he gets the general feeling they are supportive overall, and asked is that the same feeling that Staff gets. Mr. Morgan reported that Staff did not have a clear indication that all of the residents of Sage Creek, or the residents directly abutting the property, or the residents of surrounding communities were completely in favor or completely against. He stated the Sage Creek HOA had voted in favor, but in the last public hearing most of the people were against it, particularly of the multi-family facet. He added the written responses were approximately evenly split.

Chairperson Lageschulte stated there were 5 in favor and 7 against who requested to speak later in the public hearing.

Commissioner Copeland asked about a letter in the Planning Commission's packet from Mr. Mack Ferrick, inquiring if Mr. Ferrick were a resident of Sage Creek or Avondale because his addresses given are in Surprise and Goodyear. Mr. Morgan stated he had not contacted Mr. Ferrick directly to ascertain his address, and it could be that is a business address, and he accepted the letter on face value.

Chairperson Lageschulte asked for more questions for Staff, and hearing none, invited the applicant to address the Commission.

Dustin C. Jones, Tiffany & Bosco, 2525 E. Camelback Rd., Phoenix, AZ, stated he was here on behalf of his client, Rose Properties Southwest, LLC, and that also present is the President of Rose Properties Southwest, John Ruggieri, and a residential development partner, as well as Jerry Davis, and a representative from the London Group. He stated he would turn the presentation over to John Ruggieri.

John Ruggieri, President, Rose Properties Southwest, LLC, stated they were currently developing six properties within the City of Avondale. He stated when they acquired this site they hired the Griffin Consulting Company to ascertain what would be viable on the site, as well as performing 4 other studies of the surrounding areas, and those studies show there is limited retail capability of only 50,000 sq. feet for primary tenants. Mr. Ruggieri stated they are attempting to resist secondary tier tenants and feel it best to introduce the Pasadera, a walkable, Mixed Use village with shops, restaurants and offices and residences targeting empty nesters and working professionals. He then turned the presentation over to Leslie Wade of Wade Communications.

Leslie Wade, Wade Communications, 3990 N. Litchfield Rd., Avondale, AZ, stated the management company for the Sage Creek HOA is based in Surprise, and that is why Mr. Ferrick's letter has a Surprise address. She stated the HOA Board had voted 4-1 and a couple of members are present tonight who are not clear on the Board's understanding and would speak to those concerns. Ms. Wade stated it was fair to say that the community response so far is mixed, but she believes all the concerns heard to date can be addressed and mitigated.

Mr. Ruggieri continued his presentation, stating they take public outreach very seriously and consider themselves to be good neighbors. He then gave an invitation to the Commission and the members in the audience for an open and honest dialogue and turned the presentation over to Dustin Jones to conclude the presentation.

Mr. Jones stated they concur with Staff's recommendation that the entire 40.5 acres be designated as Mixed Use. He then detailed how they meet the four findings of Staff, stating a General Plan amendment does not guarantee residential even in light of a Mixed Use designation, but is just a land use designation change, and a zoning case would have to be heard for residential in the future. Mr. Jones stated their studies concluded there is an excess of 247.7 million dollars in demand for conventional commercial, and their project would be an improvement to the area. He added this would be a gateway into North Avondale with an entry monument on the site as an icon for the City of Avondale. He showed the Planning Commission slides of their plans depicting how this would improve the area. Mr. Jones reminded the Planning Commission on Staff's finding that this development would not adversely impact the community, and added building heights right now could be 30' in height and set back to 25' under the current zoning, but with their development, they want to mitigate the visual impact on the neighbors. He stated with their Mixed Use development, the residents can walk to where they want to go, so the traffic impact would be mitigated. Mr. Jones stated a public facility

would benefit the residents as well. He then addressed the impact on the schools, stating that with their high-end residential urban development, impact on the schools is less, and high-end residential urban development brings in more property tax per student than single family homes. He then addressed property values, stating property values would not be negatively affected, as this is a high-end residential development for the upwardly mobile. Mr. Jones informed the Planning Commission there were at least 13 goals of the General Plan that they meet and this site provides a great opportunity to be developed as a Mixed Use development that is upscale in quality, and Rose Properties is committed to this site. He added that the City Council in June 2006 articulated a development plan, and he read that development plan for the Planning Commission, requesting that the Planning Commission take a leap of faith on Rose Properties as the General Plan amendment does not guarantee them any specific number of residential units.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Alcorn asked for specifics on the dollar amount and demographics on the town homes/condos.

Mr. Ruggieri introduced Jerry Davis, Vision Residential, to address Commissioner Alcorn's question.

Jerry Davis, President of Vision Residential, 14362 N. Frank Lloyd Wright, Scottsdale, AZ, stated his company had canvassed the area and found there was no townhouse attached products for sale within a five mile radius, so they addressed that fact in their market research and looked for in income level in their demographics equal or higher to the adjacent single family homes. He stated their product would not be affordable and that was the only type of product they do.

Chairperson Lageschulte inquired where the closest town homes/condos were to this property. Mr. Davis responded he did not know at this time without looking at their market studies, but explained what is happening to the demographics in America in general is there are fewer families with children and more empty nesters. He added it was a very small quantity of town homes they were looking to put on the site. Chairperson Lageschulte stated the closest ones were in Litchfield Park just across the street. Mr. Davis stated they did not consider those a competitive product. Chairperson Lageschulte stated based on price, he thinks they are very competitive. Mr. Davis stated they look at new construction in their studies, not at products that have already been sold.

Commissioner Grimsley stated he believes there are upscale town homes/condos north of Indian School at Litchfield Road built within the last two years and he understands they are not fully occupied. Mr. Davis responded that occupancy and ownership were two different things and what Commissioner Grimsley may think is vacant is a second home only occupied three months of the year; thus, the title had to be searched. He added in Litchfield Park there were no town homes that were adjacent or within a Mixed Use community where the residents can walk to shops, restaurants, and work. Commissioner Grimsley stated if these town homes could be used

as an investment home or second home, there was the opportunity they could be used as rental properties. Mr. Davis stated by law they could not stop that and that in Sage Creek there were several rental homes. He added they were not looking for the second home buyer, but were looking for the upwardly mobile buyer that will be there year-round because that is what helps the retail and these homes would not be marketed in a travel magazine to people that live in Minnesota or Michigan.

Commissioner Iwanski stated it was compelling for him, in that in a letter from the West Valley Hospital it states many of the doctors, interns, nurses, and administrators would welcome the opportunity to live in a high quality loft or apartment environment such as that proposed in the Rose Properties Southwest Pasadera project. He stated the City of Goodyear has been successful in getting two colleges to relocate to Goodyear and the Southwest Valley needs hospitals, doctors, nurses, and the City wants quality jobs, quality industry and companies to be in Avondale, and if the City does not provide adequate housing options for the men and women that work in those professions, shame on the Planning Commission. He stated this is a good project to provide for the professional men and women they have asked to come here and he likes this project.

Chairperson Lageschulte invited other questions, and on receiving none, he stated there would be a 10 minute break.

After the break Chairperson Lageschulte opened the item for public hearing, stating he had many requests to speak on Item No. 3, GP-07-3.

Mike DeSmith, 12802 W. Fairmont Ave., Lot 12, Avondale, AZ, stated when he bought his house he knew it was zoned Commercial. He stated the developers had done a fantastic job on the commercial properties being built, but if this development goes through, his house would go on the market the next day.

Charles Runge, 12946 W. Clarendon Ave., Avondale, AZ, stated they are the second owners of their property and they realized there was a large field next to their perimeter wall, and they started out by putting in trees as a buffer zone. He stated they are for the rezoning and for the Pasadera Project, and they are for the City of Avondale putting in the combo police/fire facility in that area.

Lisa Dubas, resident of Sage Creek, stated that during a City Council meeting in 2002, they were requested to rehear a mini storage proposal that had been denied, and two members of the Sage Creek HOA Board had stood before the Council and stated they thought this was good for the community, and the mini storage was approved. Ms. Dubas reported the HOA Board had never asked the community what they wanted. She stated she had attempted to be voted onto the Board, but at a meeting where Rose Properties presented this 1-3 story development to the HOA Board, the three board members present discussed liking the concept and after the meeting drafted a thank you letter. Ms. Dubas stated she was assured this was not a letter of support and

she was voted in as a board member and was told never to speak for the Board. Ms. Dubas reported that next at the Planning and Zoning meeting on May 24, 2007, she was approached by the developer and was told the Sage Creek HOA was going to officially support the Pasadera project at the meeting, and she was at a loss. She reported at the HOA meeting she was shown an e-mail sent to Rose Properties by the President of the Sage Creek HOA stating they support the Mixed Use zoning with residential condos/lofts. Ms. Dubas stated she did not vote to ratify. She asked the Planning Commission to treat the positive responses from the HOA Board members as a positive response from individuals who live in Sage Creek, as none of them attended the neighborhood meeting or requested a special meeting with residents, and asked the Planning Commission to remember that people present tonight were expressing their own opinions. She stated she would rather have a center like Dysart Commons and does not believe a three story development should be located so close to a mostly one story residential neighborhood and she personally thinks those units will become rentals, because based on the assessor data, at Main Street and Verada right now, out of 20 lofts, 15 are rentals and 5 are owner-occupied, and at Indian School Road and Wigwam Creek South, out of 35 homes 20 are owner-occupied and 15 are rentals. She reported that Sage Creek is owner-occupied and she is concerned that the houses adjacent to this development will be sold to investors.

David Cook, 12814 W. Fairmont Ave., Avondale, AZ, stated he hoped the Planning Commission would consider the HOA's endorsement nothing more than four individual residents stating their opinions. He reported in letters from Rose Properties, there was misinformation given to the residents, and he could report with confidence there is a 30 to 1 disapproval for the residential aspect of this project. Mr. Cook stated a big selling point was there would be no through traffic and everyone is vehemently opposed to through traffic. He reported the HOA did not attend the May 2, 2007 or the May 24, 2007 neighborhood meetings, yet offered their approval on behalf of the residents of the HOA even while the debate was ongoing. He added that the HOA Board has not represented the homeowners and have served their own purposes. Mr. Cook stated he could compliment Rose Properties on the commercial/retail side of their development as it is beautiful and he wholeheartedly supports that aspect, but the question to ask is why residential. He stated the impact on the schools was downplayed tremendously tonight. Mr. Cook stated $65,900 is not a high quality/high scale town home and would not assist his home value, and a three story apartment in his backyard would adversely affect him. As to the traffic impact, he finds it hard to believe there will be no impact on traffic. Mr. Cook stated he had researched how close Rose Properties was to claims of what they would provide to what they actually did provide, but he could not find any properties to research, thus could not verify their track record. He stated that changing the zoning based on something that might happen or would be discussed in the future, once the box was opened one could not un-ring the bell. Mr. Cook continued, stating Rose Properties is not concerned that the schools would be overcrowded, the home values could be affected, and a street would be opened affecting the quality of life of the children. He stated the project without the retail and residential is an excellent project and could be expanded and everyone would win. Mr. Cook urged the Planning Commission not to approve a zoning change for this property. He reminded the Planning Commission that 750 apartments were being built a quarter of the mile away and across the street a complex is offering free rent in search of tenants.

John Waltz, 12826 W. Fairmont, Ave., Avondale, AZ, stated his wife and he purchased their home less than a month ago and had no knowledge of this project prior to purchasing their home and had they, they would have attended the prior meetings. He informed the Commission he has built and developed properties in three states, and according to the Arizona Republic, there are over 50,000 houses in Arizona on the market, and in the stadium area there are hundreds of condos and townhouses being built there, less than a 10 minute drive from this proposed site. Mr. Waltz stated that across the street is a townhouse project with a huge sign. As for the 3 percent of the City's acreage designated as Mixed Use, Mr. Waltz stated one only needs to go to Goodyear or Litchfield Park and the percentage is changed dramatically. He reported they bought their property because they like the quiet and the fact that the street is a dead-end. He questioned how the Avondale entryway monument depicted in the slides could be built on property that does not belong to Rose Property. He stated there is often times a difference between what is proposed and what is actually built.

Chairperson Lageschulte welcomed Mr. Waltz to Avondale.

Ileah Cook, 12814 W. Fairmont Ave., Avondale, AZ, showed the Planning Commission a rudimentary drawing and stated her information comes directly from the Maricopa County Assessor's web site, the Avondale Land Use map, and members of the Agua Fria Unified High School District. She pointed out the residential areas on her drawing and stated there were not enough upper grade schools to accommodate the population explosion in the West Valley, and employees of the Agua Fria School District voiced their desire to stay at a 4A category, which means a student capacity between 16,000-18,000 students, and reported they are currently on the brink of becoming a 5A category, which puts student capacity between 20,000-22,000 students, which would require more land. Ms. Cook stated the type of residential properties proposed would likely have upper grade students and currently there are only four high schools, and currently there is a need for 8-10 high schools, but there is not enough land available for purchase. She informed the Planning Commission a parcel was in escrow, but fell out of escrow, and another school site is in escrow and happens to be with Rose Properties, but is located in the furthest southeast boundary of the district. Ms. Cook stated as residential zoning intensifies, it is necessary to bus students further away and her family is experiencing this firsthand because Agua Fria is a 42 to 1 student to teacher ratio for core curriculum classes, and while they live closer to the Millenium District, excessive homebuilding and apartments forced rezoning and now the district bears the cost of bussing students to Verado. Ms. Cook stated as far as Sage Creek HOA, their attention lies with the shrubbery and gravel, not with the impact of rezoning on families. She submitted that this amendment would adversely affect the community and would not be an overall improvement to the community. She added that the high quality of aesthetic standards set by the City of Avondale are exemplified by Dysart Commons and she would not be bothered by such a commercial development, and she is not in favor of a high or medium density residential development, but is in favor of the existing commercial zoning.

Sam Conrad, 12810 W. Fairmont Ave., Avondale, AZ, stated he did not understand the difference between Item Nos. 3 and 4 and asked for clarification. Chairperson Lageschulte stated Staff could answer his question after the meeting. Mr. Conrad stated he was concerned that both items were lumped together in the presentation. He stated he appreciated the fact that Rose Properties sent a letter to the residents, but was upset that the HOA Board did nothing about this. Mr. Conrad stated he was concerned over the noise pollution to the neighbors both during development and after and had not heard that addressed. He added he would like to hear a contingency plan if the property is built and there are 50 kids per 100 units and if property values go down.

David Wood, 12806 W. Fairmont, Ave., Avondale, AZ, stated before moving to Sage Creek, he had visited City Hall to research zoning because he did not want apartments in his backyard, and on finding it was zoned commercial, that was a big factor in his buying his home. He stated the Planning Commission has a large task in growing the City and protecting the children from overcrowding in the schools. Mr. Wood stated in the General Plan, a condition states that the burden of proof is on the developer, and posed the question, what if every residential unit has two children.

Lou Osborn, 12941 W. Clarendon Ave., Avondale, AZ, stated he likes what he sees, as he likes the idea of a shopping center and he does not see this development affecting the property values as they are talking about high income properties. He stated he agrees with Mr. Cook, in that $69,500 for the condos is low for a high income property. He stated Verado is a good example of mixed density. Mr. Osborn added there are many rentals around his house. He reiterated he approved of this item.

Angela Tyson, 12858 W. Indianola Ave., Avondale, AZ, stated she and her husband strongly support rezoning of the property for Commercial and Mixed Use, and believe the project will make a positive contribution to the neighborhood and will beautify the entranceway into Avondale. She stated this lot had been empty for a long time and her property backs directly up to the lot, and she would rather see something other than a grocery store or low end restaurant. Ms. Tyson stated she approves this project 100 percent.

Eric Greene, 12827 W. Mulberry Dr., Avondale, AZ, reiterated that not all Sage Creek residents voted to approve this project. He stated Rose Properties states this will be like the Glendale Stadium project, but there is not enough land to recreate that and everybody's home will back up to the wall. Mr. Greene stated he cannot get his son into the preschool because of overcrowding. As for professional people occupying the rentals, such people can also reproduce and will create more overcrowding in the schools. He questioned if the developer would make contributions to the elementary schools in the neighborhood for expansions. Mr. Greene stated at 59th Avenue and Olive in Glendale, and at Litchfield Road and Van Buren in Goodyear, and 16th Street and Camelback Road in Phoenix, when the main anchor pulls out, the shopping centers sit empty. He stated the northwest corner of Wigwam Blvd. and Litchfield Road has condos that start out at $350,000-375,000 and that price would bring value to the neighborhood, but as a rental, with all

the competition, apartments will turn to Section 8 housing. He then addressed traffic signals, stating a need for additional traffic signals at Osborn and Dysart, and at Santa Fe and Indian School, and if they build this project, there will be a need for still more traffic signals.

Chairperson Lageschulte stated he had a card for Gail Mullins, who is in favor of the item, but does not wish to speak.

Steven Ballsley, 3730 N. 127th Dr., Avondale, AZ, stated he had had a conversation with John and Leslie Wade about the letter sent from the Sage Creek HOA Board and it is a misinterpretation, as it was meant as merely a thank you letter for the presentation. He stated the HOA is in support of the development and does not condemn or condone what is going to be developed, but simply wants more information. He stated his property does backup to the property and he is not for or against the project right now because he does not believe they have all the information, but rather is leaving it up to the Planning Commission because he believes they will make the best decision and the best recommendation for the community and the City of Avondale.

Chairperson Lageschulte stated he had a card from Kim and Don Conrad, West Fairmont Ave., Avondale, AZ, who are opposed to the project, but do not wish to speak.

Lori Waltz, 12826 W. Fairmont, Ave., Avondale, AZ, stated her husband had spoke on the issue, and she also wished to be recognized as being in opposition to the item.

Chairperson Lageschulte summarized he had five cards in favor, ten opposed, and one unsure. He thanked everyone for attending. Chairperson Lageschulte invited the applicant to respond to the citizens.

John Ruggieri, Rose Properties Southwest, LLC, again addressed the audience, stating they will agree to a whole number of CC&Rs for the project, and he wants to assure the Planning Commission and the members of the community that they will never agree to restricting procreation.

Mr. Dustin Jones added he has three children and one on the way, and his colleague has five children and is a professional. He also thanked the neighbors for attending tonight. Ms. Jones stated 34 letters were sent to property owners that abut the project, 225 letters were sent to residents within 200 feet of the project, and 250 letters were sent to residents of the Sage Creek HOA, and oftentimes no one attends these meetings. He stated many of the questions raised tonight were specific questions about the site plan and they were only at the General Plan stage and were not trying to present a zoning case tonight. He stated tonight's plan has a 0 to 45 percent residential allowance and they are not asking for any specific percentage tonight. He stated many of the questions cannot be answered tonight as this is just a General Plan stage, but in the next stage they hope to get to, they could answer those questions. As far as their track record, Mr. Jones stated all of Rose Properties are quality projects and this is not an attempt to

sneak in a project that would be embarrassing to Rose Properties or to the City of Avondale, and they will be back before the Planning Commission on multiple projects. He stated the best consultants, architects and designers from around the country have been hired to assure the quality of development and there was no attempt to do anything of less quality, and this would be the first signature project Rose Properties would get to do in the City of Avondale. Mr. Jones continued, stating the growth in the Valley is projected to increase and professionals do not want to live in apartment buildings or single family homes and they are trying to serve that market. He stated they have met their burden of proof on all four of the criteria required for a General Plan application. Mr. Jones stated the criteria for a zoning application is much more discretionary and the Planning Commission would get to decide if that is met when they get to the PAD stage. He stated all the questions regarding schools, building placement, building height, etc., would be addressed in the zoning application stage. Mr. Jones stated the hundreds of letters they have sent out are indicative of their public outreach efforts. He stated that changing the General Plan to allow for the Mixed Use and then allowing them to return with a PAD application endorsed by Staff is the way to go with this project.

Chairperson Lageschulte asked for further questions for the applicant or Staff.

Commissioner Copeland asked someone to address the entrance monument issue if the property was not part of the development. Mr. Jones responded they had met on several occasions with the representatives of that property and they have a landscape plan they are planning on implementing, and Rose Properties is willing to participate with them and enhance that because they believe that as the gateway in from the northwest sector, that corner can be highly landscaped and they have letters confirming their involvement. Commissioner Copeland asked if their involvement was well-received, and Mr. Jones confirmed it was.

Commissioner Grimsley stated there are a number of commercial developments that are vacant right now and asked if the developer has a list of possible restaurant, retail or office tenants for their development. Mr. Jones stated that their market studies have shown very little vacancy for the properties along McDowell and the national tenants are along McDowell and closer to the freeway, and when you get further away, unless you have a grocery store, the shopping centers have a tendency to take a long time to lease up, and the national major tenants will not come further north. Commissioner Grimsley asked if there is already a problem with getting tenants north of I-10, what makes the applicant believe tenants will come to their area if they build. Mr. Jones responded that the success would lie in creating a special place, a lifestyle destination.

Chairperson Lageschulte invited further questions, and hearing none, closed the public hearing.

Chairperson Lageschulte asked for a motion on item GP-07-3. Commissioner Webster moved that the Planning Commission accept the findings and recommend approval of application GP-07-3, a request to amend the General Plan from Commercial to Mixed Use. Commissioner Copeland seconded the motion.

Chairperson Lageschulte opened the item for discussion.

Commissioner Copeland stated the Commissioners do not work for the City, are volunteers, and her comments were based on comments from the public. She stated there were things the public may not be aware of, such as the developers do put money away for the schools, but schools are a state-driven entity, not a city entity, and regarding traffic signals, she stated Indian School Road is not a city street, but is a county street. Commissioner Copeland stated the Commission would probably not vote for anything like 750 apartments, but they are interested in working with the applicant to help them understand what the community will accept. She stated everybody has an image of a renter and for the most part are correct, but no one should forget about people such as herself, upscale professionals who rent at some point in their life when they are not sure how long they can stay in a specific location or if they want to stay. Commissioner Copeland stated the housing market as a whole is down and to pick on this particular development as being not sellable is shortsighted and the Commission needs to look long term as the real estate business goes up and down all the time. She stated the thought that the developer would build upscale housing that would turn into Section 8 is unrealistic. Commissioner Copeland stated what the residents have right now is a dirt field and she suggests working with the developer to put something on that piece of land that will work for everyone.

Chairperson Lageschulte stated he has mixed feelings, in that while he likes the project, he is not sure about three stories. He stated if he lived in a house looking out over the dirt lot, he would want to see trees and shrubbery rather than the 30 foot wall of a shopping center. Chairperson Lageschulte stated it was his opinion the Commission was to vote per the peoples' opinions, and right now he has 10 opposed, 8 in favor and 1 unsure, and he also felt the City was not in a race to build out. He added that overcrowded schools were a problem as well.

Commissioner Iwanski thanked everyone for showing up at the meeting. He summarized that he had heard the concerns as school overcrowding, traffic/child safety, and property values. He announced that when it comes to school overcrowding and teacher to student ratios, talk to the governor's office, the state legislature and the representatives on the facility's school board because that is where you address those concerns, not at a Planning and Zoning Commission meeting and not with your city government. Commissioner Iwanski next addressed traffic and child safety, stating he had to defer to the professional staff and the traffic engineers and developers to continue to work together on the traffic flow, and he will continue to defer to the professional staff at Avondale. He stated in terms of opening up particular avenues, they could direct Staff to work with the developer to make sure their kids are safe. Commissioner Iwanski continued, stating Rose Properties has done quality developments and have a track record of success and can address the concerns of property values. He stated he likes the project as it provides a housing option that currently does not exist in Avondale or in most places in the Southwest Valley with the exception of Westgate. Commissioner Iwanski stated when corporate CEOs and CEOs of hospitals tell him they need these housing products and these kind of options, to him this is a compelling argument to try to move this project forward, while at the same time addressing the concerns of the public. Commissioner Iwanski told Mr. Greene not to

bring up Section 8 again, and clarified that Section 8 was a federal housing project and there are specific requirements, and this project was not even close to that circumstance, and he would be more concerned about the 750 apartment units up the road. Commissioner Iwanski stated this project has his support.

Commissioner Alcorn stated he thinks the Commission needs to go to the next step and try to see exactly what Rose Properties has on their agenda. He clarified that the Commission was an advisory board and merely advises the City Council on what the people are saying, and if City Council thinks they want to proceed, they do not have to listen to the Planning Commission. He added that lately the City Council does seem to be listening to the Planning Commission and he is very pleased about that fact. Commissioner Alcorn stated he believes the system needs to be changed to where housing is not always in direct conflict with Mixed Use and should be changed to where it has a restriction, such as Mixed Use can be Mixed Use with Housing, and Mixed Use with restrictions for no housing, and that should be put in the General Plan because the Commission is having too much trouble with the issue coming up at the meetings over and over. He reiterated he would like this project to move forward.

Commissioner Grimsley stated his wife is a teacher in the Agua Fria High School District and he was shocked to hear that someone in the same neighborhood had their children bussed to Verado. He stated one problem he saw firsthand is that one week before school starts, the school is still filling teaching positions, so building new schools would not necessarily solve the problem. He stated he hopes people are telling their children to look into teaching as a vocation. Commissioner Grimsley stated for the Commission to know how much merit this project has or does not have, the project needs to go to the next step, and that still gives the City the opportunity to say that it cannot be built.

Commissioner Webster stated the Commission has a duty to find out if a project meets the criteria, which this project does, and the Commission needs to think about what is good for Avondale, and she does not believe Avondale can sit back and wait to decide what they want to do with a property, but should be proactive. She stated this is an opportunity for the City to be in the limelight and do something different. Commissioner Webster stated she thinks this is a good plan.

Commissioner Copeland stated that the next step would not be a cake walk, as the Commission would not allow three story town homes. She assured the audience that when the site plan comes forward, the concerns that have been brought up, the Commission is against them as well and the Commission will make sure that the integrity of their backyards and their privacy will be no more than if a single story home development were in their backyards. Commissioner Copeland stated she is in favor of this project because she realizes that the big boxes will not be drawn to so far away from the freeway, and this project will open up the opportunity for small business owners to go into the area where people can walk to, eat there, spend time there and enjoy their neighborhood. She added that with a traditional type commercial development, she doubted people would spend more than 15 minutes there. She stated she is looking forward to seeing the

site plan. Commissioner Copeland encouraged the audience members to attend as many of the Planning Commission's monthly meetings as possible.

Chairperson Lageschulte asked for further questions, and hearing none, called for a Roll Call vote on GP-07-3.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Nay
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed 5 to 1.

Chairperson Lageschulte opened the public hearing on SP-07-2.

Mike DeSmith, 12802 W. Fairmont Ave., Avondale, AZ, stated everyone has mixed feelings, but three stories are upsetting to him. He stated at this stage they do not know exactly what the project will be, but perhaps at the next level they might find out. Mr. DeSmith stated someday he may want a lock and leave residential unit, but he does not want rentals.

Chairperson Lageschulte suggested Mr. DeSmith get with the developer and let them know his concerns, and if he is not satisfied, he can come back and raise cane.

John Waltz, 12826 W. Fairmont Ave., Avondale, AZ, stated he realized his comments did not count for much, but he still wanted to take this opportunity to speak. He stated he understands the school issue and that the funding comes from the state, but he also understands that it starts some place and the Planning Commission has the opportunity right now to impact whether there will be more children going into a district or not. Mr. Waltz stated he understands the Planning Commission does not build the roads, but the Commission has the opportunity to address how much traffic goes out onto the road. He stated the Commission says it wants to represent the citizens of Avondale, and the people have spoken. He commended Chairperson Lageschulte for standing on that. He stated State Senators view every one letter they receive as representing over 100 voters, and if the Commission looks at this issue in the same light, he does not believe they have listened to the people of this subdivision. Mr. Waltz stated his property abuts the back of this project and he hears what Rose Properties is going to do and how it will benefit them, but wonders how it will benefit the residents. He stated while he appreciates the Commission's comments in trying to educate the citizens, they should give credit to some who do understand the process. Mr. Waltz stated the Commission has the responsibility to stop things, or to allow them to continue.

David Wood, 12806 W. Fairmont Ave., Avondale, AZ, stated he has an issue with the Commission saying the overcrowding in schools is not their problem, yet they will throw more residents into that area and he feels that is very irresponsible. He continued, stating that when addressing the burden of proof, one issue was there would be no economic impact on the city. He stated the national average for police officers was 2 officers per 1,000 residents, and Avondale was already behind. He stated if the Commission adds 1,000 residents and 450 units, that would be 2 officers, and questioned was that not an economic impact.

Eric Greene, 12827 W. Mulberry Dr., Avondale, AZ, stated Commissioner Iwanski had made him feel like he was in Russia where he cannot voice his opinion and that is what the First Amendment is for, and requested not to have his freedom taken away. He stated in the last meeting, the developer had stated that the Sage Creek HOA stated they were in favor of this project and that turned out to be a lie, and another real estate expert the developer is using stated tonight that the nearest condos are five miles away. Mr. Greene stated the kids are being bussed to Verado and his neighbor just put his home up for sale yesterday because he is tired of going out to Verado to pick his son up from school. He stated the project would impact their future, and everyone could not put their home up for sale. Mr. Greene stated if the Commission allows additional residential units to be built, they will increase the student-teacher ratio. He added there were landlords that have put up brand new communities on the west side of Phoenix along McDowell Road and they have turned to this means of revenue to pay their bills, and now there are apartment communities along Indian School Road and he wondered would they take the same road, and he did not want that type of environment near his home.

Chairperson Lageschulte asked if anyone else wished to speak, and hearing none, invited the applicant to respond. The applicant declined. Chairperson Lageschulte closed the public hearing.

Chairperson Lageschulte called for a motion on SP-07-2. Commissioner Copeland made a motion that the Planning Commission accept the findings and recommend approval of application SP-07-2, a request to amend the North Avondale Specific Plan, and Commissioner Webster seconded the motion.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Nay
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed 5 to 1.

Commissioner Copeland addressed Mr. Waltz, stating there was no intent to insult his or anyone else's intelligence. She stated that since they do not have many people attending the meetings, it was an opportunity for her to share information with everyone.

VIII. OTHER BUSINESS

1. PP-06-1: This is a public hearing before the Planning Commission to review and solicit public input on application PP-06-1, a request for a Preliminary Plat for Fleming Farms located at the southwest corner of Avondale Boulevard and Lower Buckeye Road. Staff Contact: Megan Neal.

Megan Neal, Planner II, Development Services Department, stated this 53 acre property was currently zoned PAD. She described the surrounding zoning as PAD and the surrounding properties, and stated the subject property is currently a Thoroughbred farm with a single family home. She stated the applicant is proposing a 147 lot, single-family subdivision for an overall density of 2.94 units per acre with plot sizes ranging from 7,245 to 8,395, with lot widths of 63', 68' and 73' and a minimum lot depth of 115'. Ms. Neal then described the access to the site and that pedestrians will utilize the 10' multi-use path, and that there are tracts connecting the trail and pocket park located throughout the community. She stated 19 percent of the site is common landscaping and 12 percent is active, open space, including a wide variety of trees. Ms. Neal stated Staff has requested the applicant provide another landscape tract at the north end of the development for access to the proposed school site. She stated the two acre park provides a tot lot, basketball sport court, as well as passive open space. She added the subdivision is proposing decorative entry signs on Avondale Blvd. and Lower Buckeye Road, as well as decorative walls with stone columns. Ms. Neal stated Staff believes the Preliminary Plat meets the following findings: The Avondale General Plan, PAD Zoning, and Subdivision Regulations. She stated Staff is recommending approval with the nine stipulations recommended by Staff.

Chairperson Lageschulte invited questions for Staff, and hearing none, invited the applicant to address the Commission.

Ed Boles, 702 E. Osborn, Phoenix, AZ, stating he was representing Evergreen Communities, and he is pleased with Staff's recommendation, and they are fine with the nine stipulations. He stated if the Commission wants a presentation, he will give it, but if they are happy, he is happy, and he requests the Commission's approval.

Chairperson Lageschulte invited questions for the applicant and received none.

Chairperson Lageschulte open the item for public hearing. There were no requests to speak. He invited further questions for the Staff or applicant, and hearing none, asked for a motion.

Commissioner Alcorn moved that the Planning Commission accept the findings and recommend approval of PP-06-1, a request for approval of Fleming Farms Preliminary Plat subject to the nine stipulations recommended by Staff. Commissioner Copeland seconded the motion.

Chairperson Lageschulte opened the item for discussion.

Commissioner Alcorn gave thanks for the deceleration lane, as it is a plus to anything that is being done in Avondale.

Chairperson Lageschulte stated he liked this project and thinks it will be great for that area. Chairperson Lageschulte called for a Roll Call vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

Chairperson Lageschulte thanked the applicant for the project.

IX. PLANNING STAFF REPORT

- Brian Berndt, Director of Development Services, introduced two new planning staff members, Pamela Bruno and John Vater. The Commission welcomed the new staff.

X. ADJOURNMENT

Commissioner Alcorn made a motion to adjourn, and Commissioner Iwanski seconded the motion. The motion passed unanimously. With no further business, the meeting concluded at approximately 10:02 p.m.

NEXT MEETING: July 19, 2007 – Council Chambers

FOR SPECIAL ACCOMMODATIONS

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at (623) 333-1200 at least 48 hours prior to the Commission meeting.

_____
Staff Signature

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Conditional Use Permit for Estrella Reception Center expansion (CU-07-6)

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit for Estrella Reception Center in the C-2 (Community Commercial) Zoning District

PARCEL SIZE: 9,000 square foot facility expansion

LOCATION: North of Van Buren Street on the East side of Eliseo C. Felix Jr. Way (Exhibits A and B)

APPLICANT: Taylor Brown, Epsilon Engineering

OWNER: Carmen and Anthony Gonzalez

BACKGROUND:

The property was annexed on December 7, 1964 and zoned AG (Agricultural). It was consequently rezoned to A-1 (Light Industrial) in 1964. On April 17, 2003 the City Council approved a conditional use permit for the Estrella Vista Reception Center to locate on the north 2.5 acres of the subject parcel. A conditional use permit is required for a reception facility to locate in the A-1 zoning district (Exhibit D). The site plan was approved by staff on May 21, 2003 and includes a 9,000 square foot reception center/meeting hall (Exhibit D). The approved site plan displayed Phase One and Two. Phase One was completed in May 2005. The property was rezoned (approximately 5 gross acres) from A-1 (General Industrial) to C-2 (Community Commercial) on November 17, 2003.

SUMMARY OF REQUEST:

1. The applicant is requesting a conditional use permit approval for Phase Two of the Estrella Vista Reception Center (Exhibit E). The proposed development will include 1,112 square foot support building, a small service bar, and 8,000 square feet of landscaping for the outdoor reception area. The support building will include changing rooms and bathrooms. Site improvements also include a 10' perimeter wall and wrought iron fence along the river. Building fountain plantings are utilized around the perimeter of the site for screening (Exhibit F).

2. The reception center will operate from 10am to 5pm Monday thru Friday, and on Saturdays from noon to 5pm. Events will run no later than 12:30 am. Customers will need scheduled appointment times. The addition will not be used independent of the existing facility, events will not be scheduled concurrently (Exhibit E).

PARTICIPATION:

The applicant conducted a neighborhood meeting at 6:00 pm on Wednesday June 6, 2007 at Avondale City Hall. The neighborhood meeting was advertised in the West Valley View on May 22, 2007. The property was posted on May 18, 2007. 31 property owners within 500 feet of the subject property were notified of the meeting. According to the materials provided by the applicant, no citizens attended the meeting.

A notice of the Commission hearing was published in the West Valley View on June 5, 2007. The property was posted on June 6, 2007. Notification letters were mailed out to 31 property owners on June 5, 2007. No comments have been received to date.

A notice of the Council hearing was published in the West Valley View on June 26, 2007. The property was posted on June 28, 2007. Notification letters were mailed out to 31 property owners on June 26, 2007. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on June 21, 2007 and voted 6-0 to recommend APPROVAL of this request subject to the following stipulations:

1. The outdoor reception area shall conform to the narrative, site plan, landscape plan, and elevations date stamped June 4, 2007.

2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

FINDINGS:

The City Council must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. The burden of proof rests with the applicant. Each finding is presented below along with staff's analysis.

The City Council must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. The burden of proof rests with the applicant. Each finding is presented below along with staff's analysis.

1. That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area.

The subject property is designated as Employment on the General Plan Land Use Map. The Employment designation encourages facilities that provide employment opportunities. The existing C-2 (Community Commercial) zoning is not consistent with the Employment designation, however, the commercial uses are appropriate at the intersection of Van Buren Street and Eliseo C. Felix Jr. Way. Under the C-2 zoning district, the proposed use is allowed subject to conditional use permit approval per the Zoning Ordinance. Currently, the surrounding area is designated Employment and Freeway Commercial on the General Plan Land Use Map. The proposed use will not adversely affect the desired character of the surrounding area.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

The expansion of the Estrella Vista Reception Center is designed to complement the existing facility by providing space for indoor and outdoor events. To the north is property zoned A-1 (Industrial) developed with office and storage area. Property to the west is an existing Motor Vehicle Division zoned C-2 (Community Commercial). Property to the south an existing retail center zoned C-2 (Community Commercial). Property to the east is the Agua Fria River. The proposed outdoor reception center is compatible with the adjacent commercial and industrial zoning districts.

The proposed Estrella Vista Reception Center is required to conform to the C-2 development standards and the

proposed site plan meets the requirements of the Zoning Ordinance. The proposed expansion of the reception center will not substantially change the look or character of the surrounding area. The introduction of the additional reception area will not adversely affect the surrounding area.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to setbacks, parking, screening and landscaping.

The proposed site features adequate parking and has been designed to accommodate vehicle drop-off and pick-up. The existing site provides safe and convenient access from Eliseo C. Felix Jr. Way and good circulation throughout the site.

The Zoning Ordinance required 1 parking space for 200 square feet of assembly area. Based on the gross floor area for the building, 100 parking spaces are required. The applicant is proposing a total of 105 parking spaces, which includes eight handicapped accessible parking space as required by ADA (Americans with Disabilities Act). The development exceeds the number of parking spaces required by the Zoning Ordinance.

The proposed development provides a 10' perimeter block wall around the site with wrought iron fencing on the east side displaying views of the Agua Fria River. The additional wall height will further assist in screening events and facilitating as a noise barrier. The development will also have a mix of trees and vegetation on the perimeter and interior of the site. The proposed site plan meets all development standards set forth in the C-2 zoning district.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

Primary access to the site is available from Van Buren Street and Eliseo C. Felix Jr. Way. No changes are proposed to the approved points of access on the site plan. These streets are designed to accommodate this type of traffic generation.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

Two routine stipulations are included in the recommendation.

CONCLUSION:

The proposed outdoor reception center appears to meet the required findings for approval.

RECOMMENDATION:

The City Council should conduct a public hearing and APPROVE the Conditional Use Permit subject to the two stipulations recommended by the Planning Commission.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application CU-07-6, a request for a Conditional Use Permit for outdoor reception center subject to the two stipulations recommended by the Planning Commission.

ATTACHMENTS:

Exhibit A - Zoning Vicinity Map
Exhibit B - Air Photo 2006
Exhibit C - Summary of Related Facts
Exhibit D - Approved Site Plan dated April 8, 2004

Exhibit E - Project Narrative date stamped June 4, 2007
Exhibit F - Site Plan, Landscape Plan, and Elevations date stamped June 4, 2007
Exhibit G - Draft Minutes of the June 21, 2007 Planning Commission meeting

ATTACHMENTS:

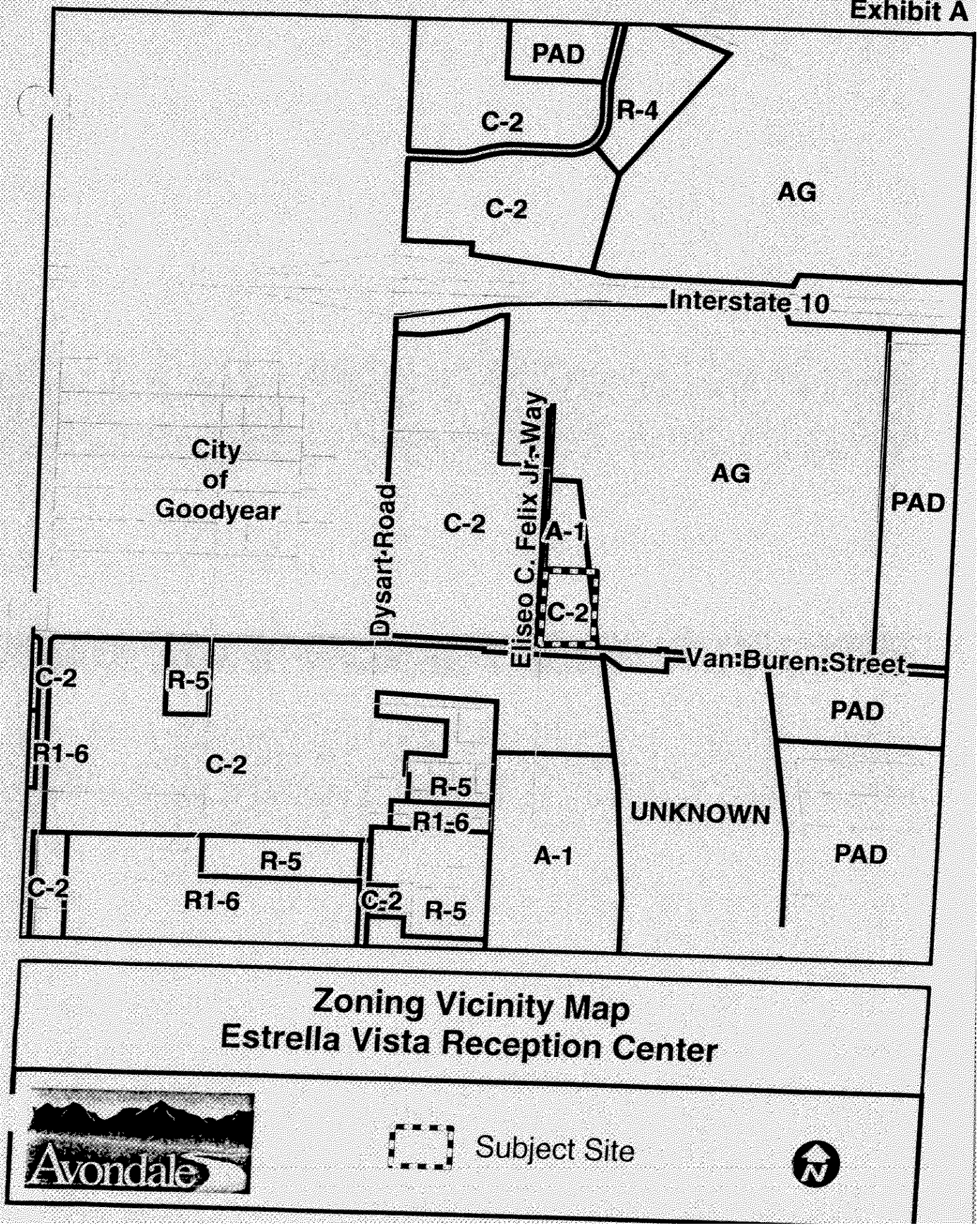
Click to download

- Exhibits A-G

PROJECT MANAGER:

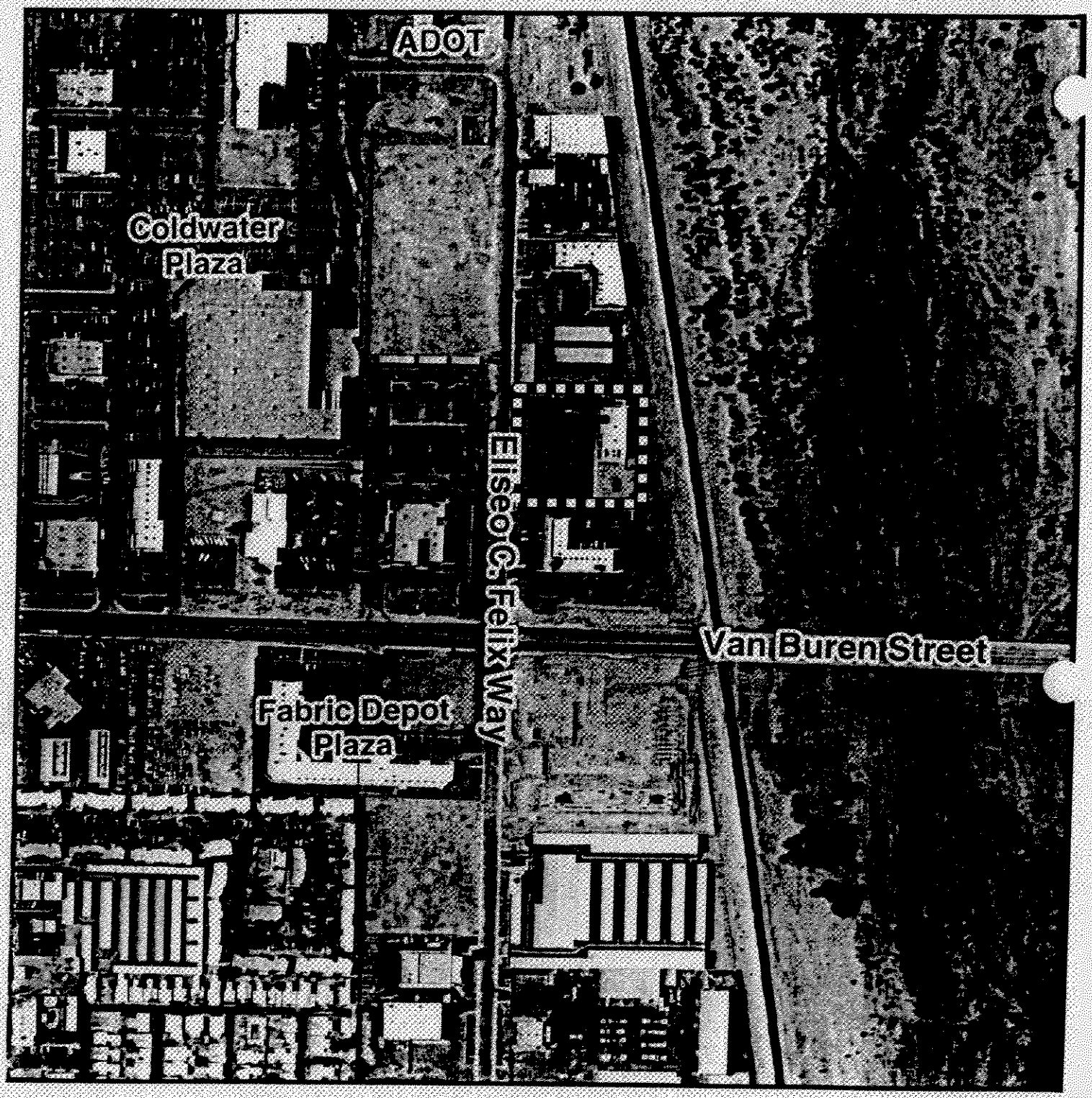
Megan Neal, Planner II (623) 333-4018

Exhibit A



Zoning Vicinity Map
Estrella Vista Reception Center

Exhibit B



Air Photo 2006
CU-07-6

Avondale

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS

THE PROPERTY	
PARCEL SIZE	5.3 Acres
LOCATION	North of Van Buren and East of Eliseo C. Felix Jr. Way
PHYSICAL CHARACTERISTICS	Generally Flat
EXISTING LAND USE	Existing Reception Center and Retail shops to the south
EXISTING ZONING	C-2 (Community Commercial District)
ZONING HISTORY	Annexed in 1964; subsequently zoned AG (Agricultural) in 1964. Rezoned to C-2 (Community Commercial) in 2003.
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	A-1 Light Industrial
EAST	AG Agua Fria River
SOUTH	C-2 Community Commercial
WEST	C-2 Community Commercial

GENERAL PLAN
The subject property is designated as Employment on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale Elementary School District No. 44 Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor (K-3)
JUNIOR HIGH SCHOOL	Avondale Middle School (4-8)
HIGH SCHOOL	Agua Fria High School

STREETS	
Eliseo C. Felix Jr. Way	
Classification	Collector
Existing half street ROW	0 feet
Standard half street ROW	40 feet
Existing half street improvements	1 paved (temporary) lane
Standard half street improvements	One traffic lane with half a center turn lane, bike lane, curb and gutter, attached sidewalk and landscaping.
Van Buren Street	
Classification	Arterial Street
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	6 paved lane, 20' to back of curb, gutter, 5' sidewalk, streetlights
Standard half street improvements	One traffic lane, curb, gutter, sidewalk, landscaping and streetlights.

UTILITIES
There is an existing 8" water line in Eliseo C. Felix Jr. Way. There is an existing 8" sewer line in Eliseo C. Felix Jr. Way.

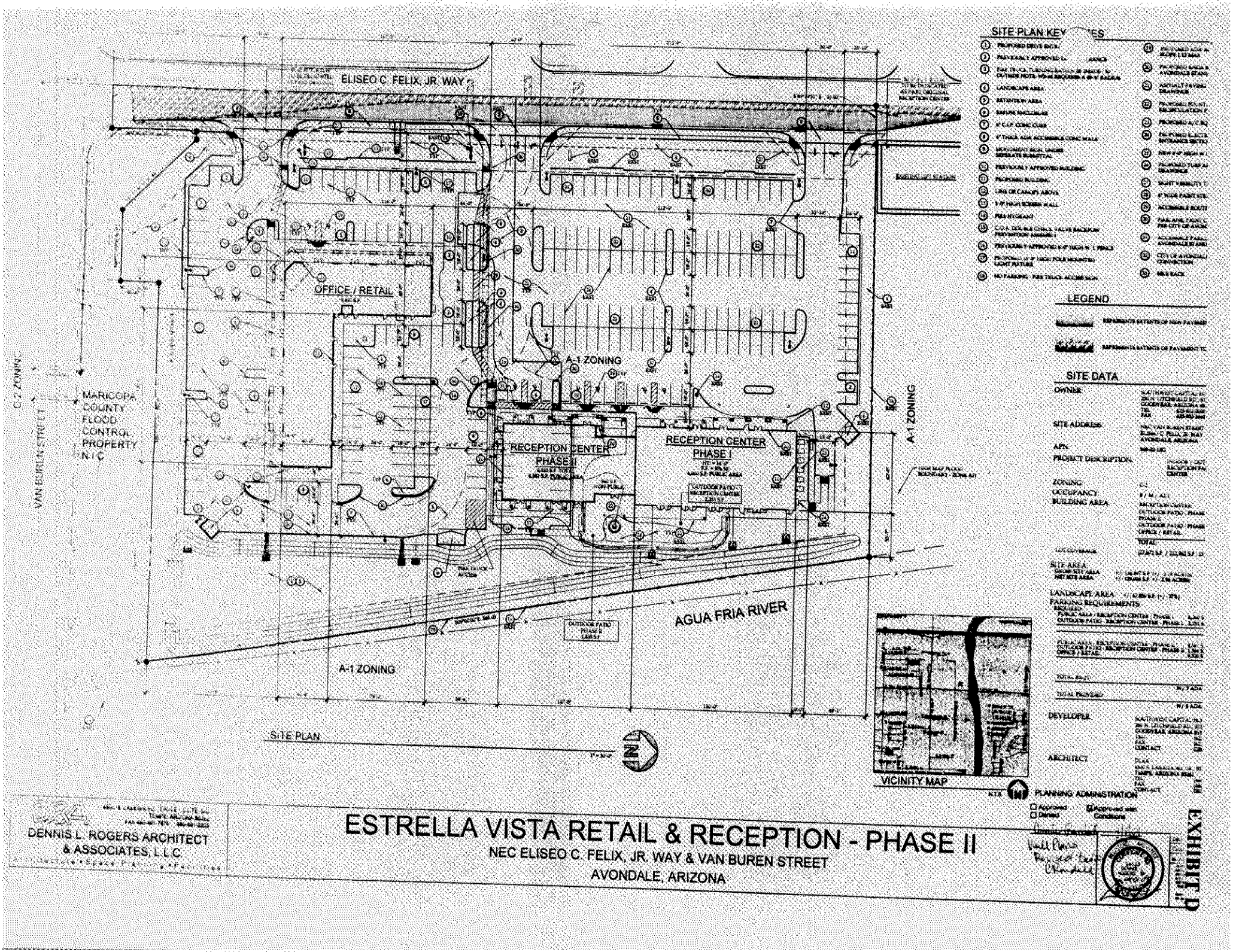

ELISEO C. FELIX, JR. WAY
OFFICE / RETAIL
A-1 ZONING
RECEPTION CENTER PHASE II
RECEPTION CENTER PHASE I
OUTDOOR PATIO PHASE II
OUTDOOR PATIO PHASE I
MARICOPA COUNTY FLOOD CONTROL PROPERTY N.I.C.
VAN BUREN STREET
C-2 ZONING
AGUA FRIA RIVER
A-1 ZONING
A-1 ZONING
SITE PLAN
SITE PLAN KEY NOTES
LEGEND
SITE DATA
OWNER
SITE ADDRESS
APN
PROJECT DESCRIPTION
ZONING
OCCUPANCY
BUILDING AREA
SITE AREA
LANDSCAPE AREA
PARKING REQUIREMENTS
DEVELOPER
ARCHITECT
VICINITY MAP
PLANNING ADMINISTRATION
Approved
Denied
Approved with Conditions
DENNIS L. ROGERS ARCHITECT & ASSOCIATES, L.L.C.
ESTRELLA VISTA RETAIL & RECEPTION - PHASE II
NEC ELISEO C. FELIX, JR. WAY & VAN BUREN STREET
AVONDALE, ARIZONA
EXHIBIT D

EXHIBIT E

EPSILON DESIGN GROUP
A SUBSIDIARY OF EPSILON ENGINEERING CONSULTANTS, INC.

CITY OF AVONDALE
JUN - 4 2007
PLANNING DIVISION

March 1, 2007

City of Avondale
Planning Department
11465 West Civic Center Drive, Suite 110
Avondale, Arizona 85323

RE: **Project Narrative** – Estrella Vista Reception Center Addition

CU-07-6

To Whom It May Concern:

Our clients, Carmen and Anthony Gonzales, propose to develop an addition to the existing Estrella Vista Reception Center. The facility located on the northeast corner of Eliseo Felix Jr. Way and Van Buren Street at 1471 N. Eliseo Felix Jr. Way. Mr. and Mrs. Gonzales founded the reception center in 2003. Construction of the current 8,000 square foot facility was completed in May 2005. The Gonzales' look forward to expanding their facility to better serve the surrounding areas of Avondale, Goodyear, Peoria, Glendale, Tolleson, Buckeye, Palm Valley, Litchfield Park, Surprise, El Mirage and the Greater Phoenix area.

The Estrella Vista Reception Center is currently open for meetings and events seven days a week. It provides a venue for breakfast, lunch and dinner meetings as well as conferences and corporate events. Weddings and family gatherings are most commonly scheduled on weekends. A typical function for which the addition is designed would include a wedding ceremony in the proposed outdoor space followed by an indoor reception with food and drink service in the existing facility. The proposed addition to the existing reception center will supplement the current usage of the site. The addition will not be used as an independent space to schedule concurrent events. It is necessary to have the existing facility available for relocation of the event if inclement weather occurs.

As stated above, the subject site is located at the northeast corner of Eliseo C. Felix Jr Way and Van Buren Street. The site consists of approximately 5 acres. The project is to consist of the addition of an outdoor landscaped area to provide their clientele with an attractive space for wedding ceremonies. The proposed development will include a 1,112 square foot, one-story, masonry support building with approximately 8,000 square feet of landscaping.

250 North Litchfield Road; Suite 261-1 • Goodyear, Arizona 85338 • Phone: 623-932-9967 • Fax: 623-932-9968 •
Email: epsilondesign@msn.com

The addition will include a screened ceremony area, a small service bar, changing rooms and bathrooms. Site improvements will include landscaping around the perimeter screen wall/fence and in the wedding ceremony area.

The proposed structures will incorporate architectural elements and finishes from the existing reception center so that they will be perceived as one contiguous facility. The existing facility was designed to be compatible with the Arizona Department of Transportation and the Maricopa County Avondale Health Center buildings to the west. Vehicular ingress and egress will be via existing driveways. The site amenities were originally designed and constructed to support the development of this site as an indoor expansion of the Estrella Vista Reception Center. Existing internal vehicular circulation paths will not be altered for our proposed facility.

The proposed addition will be screened by a 10' masonry wall on three sides and a wrought iron fence on the east side along the river. A canopy of shade trees and other landscaping will also help to contain sound and light. The owners wish to provide the means for parties to have music to accompany their ceremony.

The developed adjacent properties are commercial buildings. Undeveloped adjacent sites are zoned for commercial development. The nearest residential development is approximately 600' to the southwest. Since this mobile home park is on the opposite side of Van Buren Street (a 4-lane arterial) and behind a retail mall, it is unlikely that they would be affected by any sound or traffic from our proposed facility. The Agua Fria River Valley occupies the land east of our site. This creates a buffer area approximately ¼ mile wide.

General Plan Compliance

The City of Avondale General Plan (dated 6/17/06) designates the land use of our site as "Employment (Business Park and Industrial Uses)". The proposed use is an expansion of the current use that was approved in a prior application (CU03-606). The Employment use is defined in the General Plan as follows:

Employment
This use encourages facilities that provide employment opportunities. The types of uses allowed in the employment category include general office and enclosed industrial uses, along with retail and commercial uses that support these primary employment uses.

Zoning Ordinance Compliance

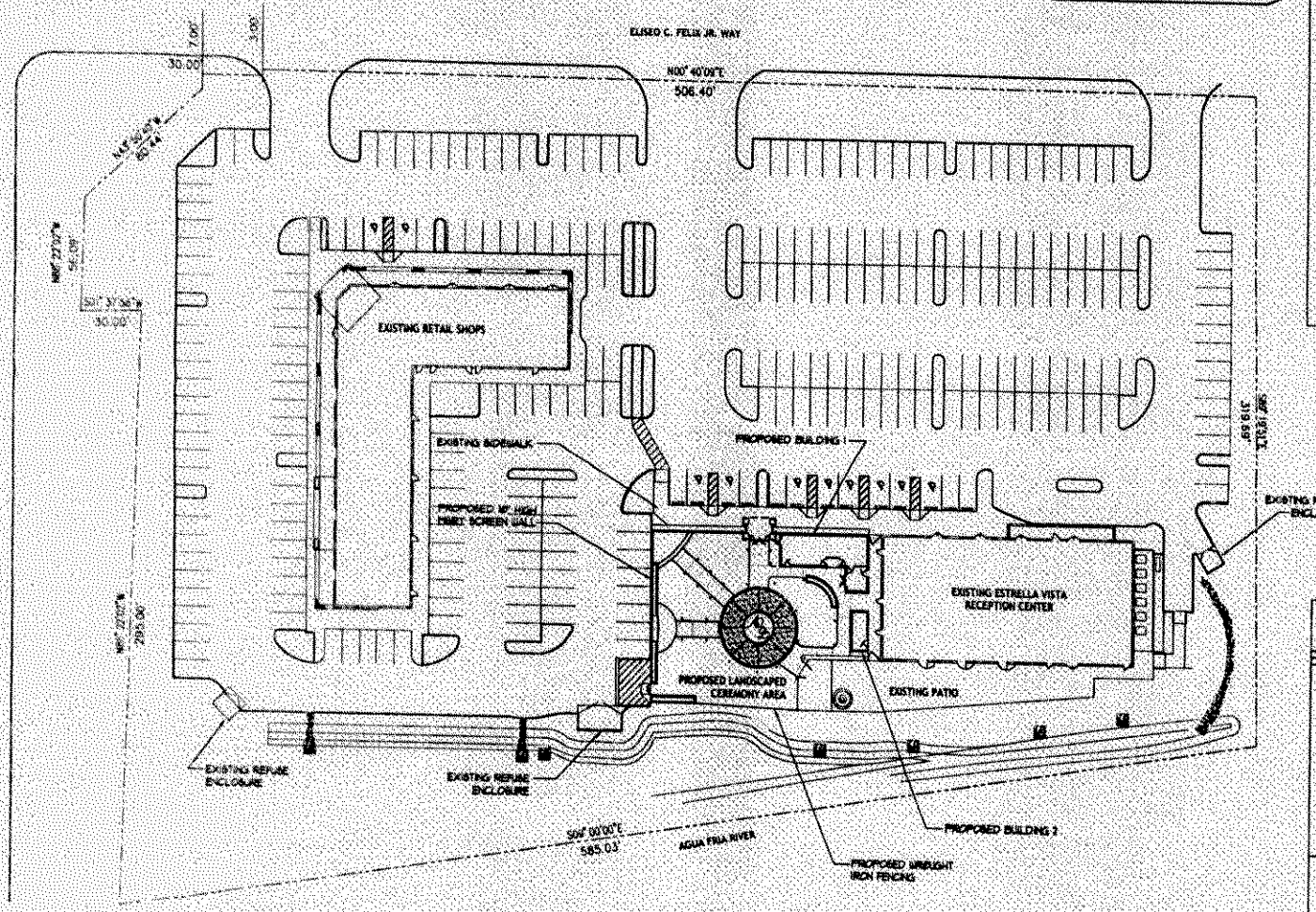
The City of Avondale Zoning Ordinance indicates that our site is currently zoned C-2 - Commercial. The proposed use is the expansion of an existing commercial complex providing services to a community-wide trade area. The C-2 designation is defined in the Zoning Ordinance as:

Community Commercial District (C-2): This district is intended to accommodate development of commercial complexes providing goods and services to a community-wide trade area. It is further intended that such commercial centers shall be planned, developed and managed as integrated complexes with individual users with a building square footage in the range of one hundred thousand (100,000) to two hundred thousand (200,000) gross square feet.

In conclusion, the proposed Estrella Vista Reception Center Addition is designed to compliment the existing successful upscale facility and its surroundings. The landscaping will have a warm and inviting design to welcome customers and provide a beautiful setting for wedding ceremonies. We feel that the project will improve our client's already successful business and complete the commercial development of the site in a way that truly enhances the community.

Respectfully Submitted,

Taylor R. Brown, AIA, PE



PROPOSED SITE PLAN

SCALE: 1" = 30'-0"

SITE DATA

OWNER / DEVELOPER:
CARMEN M. GONZALES
ANTHONY D. GONZALES
1411 N. ELISEO C. FELIX JR. WAY
AVONDALE, AZ. 85323
TEL: 623-932-4499

SITE ADDRESS:
1411 N. ELISEO C. FELIX JR. WAY
AVONDALE, AZ. 85323

APN:
500-02-003H

PROJECT DESCRIPTION:
OUTDOOR LANDSCAPED CEREMONY AREA

ZONING:
C-2 COMMERCIAL

OCCUPANCY:
A-3 ASSEMBLY

BUILDING AREA:
TOTAL 8,494.74 SF.
BUILDING 1: 98 SF.
BUILDING 2: 181 SF.
PERCENT OF COVERAGE:
6.85 PERCENT

SITE AREA:
+/- 251,248 SF (+/- 5.83 ACRES)
NET SITE AREA:
+/- 20,961 SF (+/- 4.85 ACRES)

PARKING REQUIREMENTS:
REQUIRED: 0
TOTAL ALLOTTED: 101
REQUIRED ADA: 4 STND / VAN
TOTAL ADA ALLOTTED: 3

ARCHITECT:
TAYLOR BRONN, A.I.A.
EPSILON DESIGN GROUP
750 N. LITCHFIELD RD. STE. 361 F
GOODYEAR, AZ. 85338
PHONE: 623-932-9961
FAX: 623-932-9968

BUILDING 1:
MEN / WOMEN'S RESTROOM
MEN / WOMEN'S DRESSING
STORAGE ROOM

BUILDING 2:
BAR

ALL ADJACENT ZONING DISTRICTS COMMERCIAL

VICINITY MAP

NOT TO SCALE

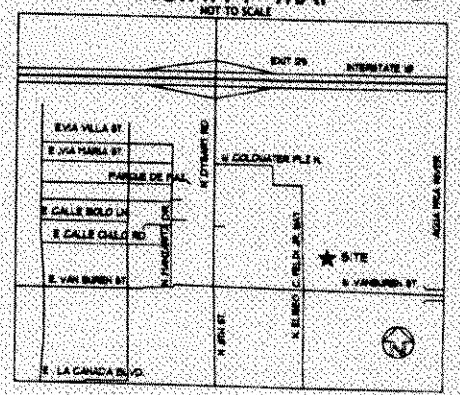
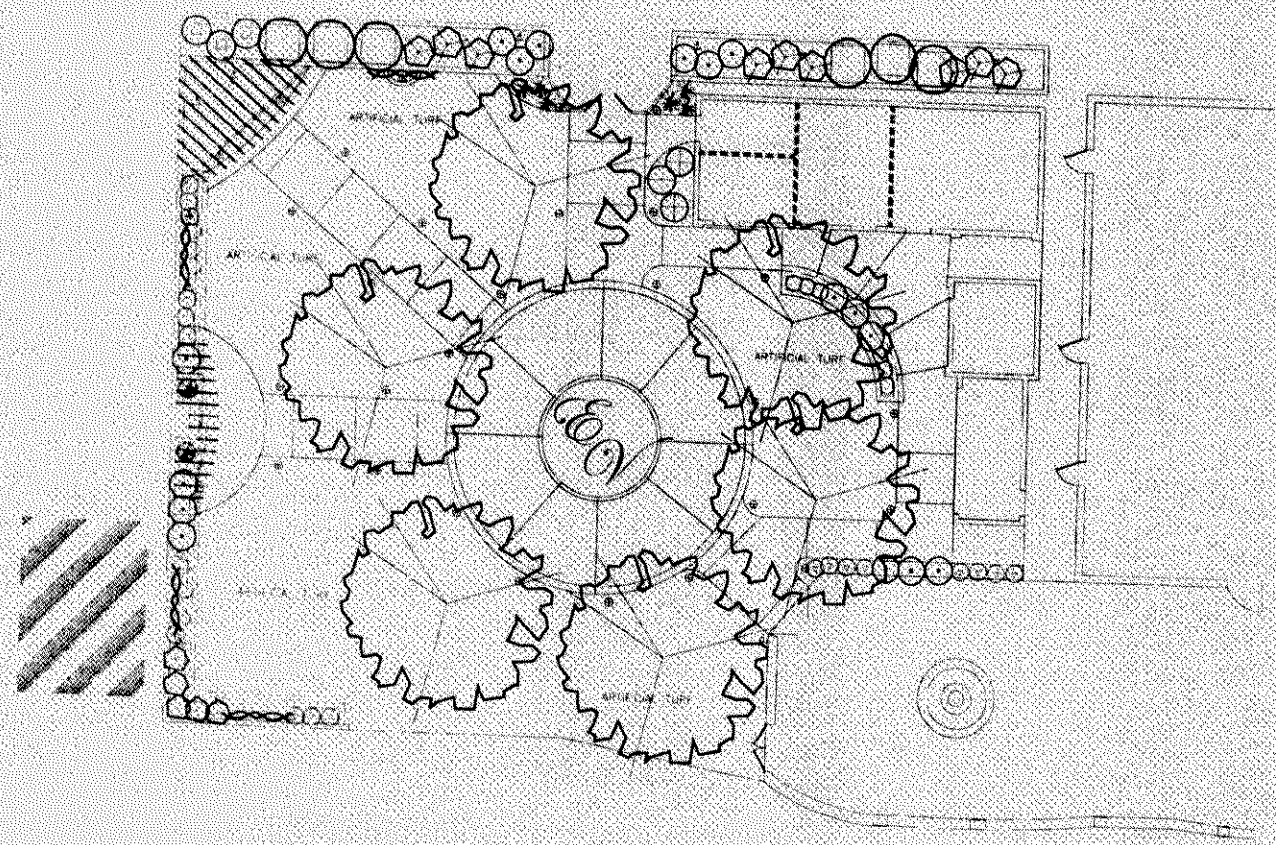


Exhibit F

CITY OF ANCHORAGE
JUN 4 2007
MORIALE DEVELOPMENT

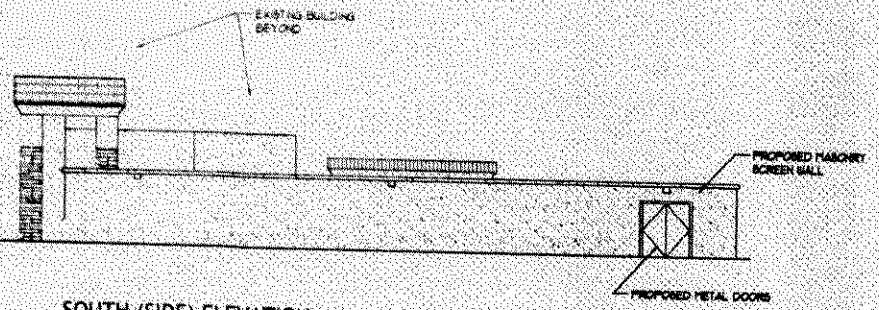


PLANT SCHEDULE

Symbol(s)	Botanical/Common Name	Size	Quantity
TREES			
	Fraxinus velutina 'Rio Grande' Fantex Ash	3.5" box - 27' Ht	
SHRUBS, GROUND COVERS, ACCENTS			
	Asparagus densiflorus 'Sprengeri' Compactus Compact Sprenger Asparagus Fern		1 Ga.
	Asparagus densiflorus 'Myers' Myers Asparagus		1 Ga.
	Cuphea hyssopifolia Mexican Heather		pots
	Coryphus norvegicus 'Sierra Sundrop' Sierra Sundrop		1 Ga.
	Campsis radicans Trumpet Vine		5 Ga.
	Convolvulus cneorum Bush Morning Glory		1 Ga.
	Delta hippeastrum x vittatum Fortnight Lily		5 Ga.
	Lithodora 'Heavenly Blue' Gold Lanitana		1 Ga.
	Salvia greggii Autumn Sage		1 Ga.
	Tecomaria capensis Cape Honeysuckle		5 Ga.
	Concrete Pad - Wok Style		

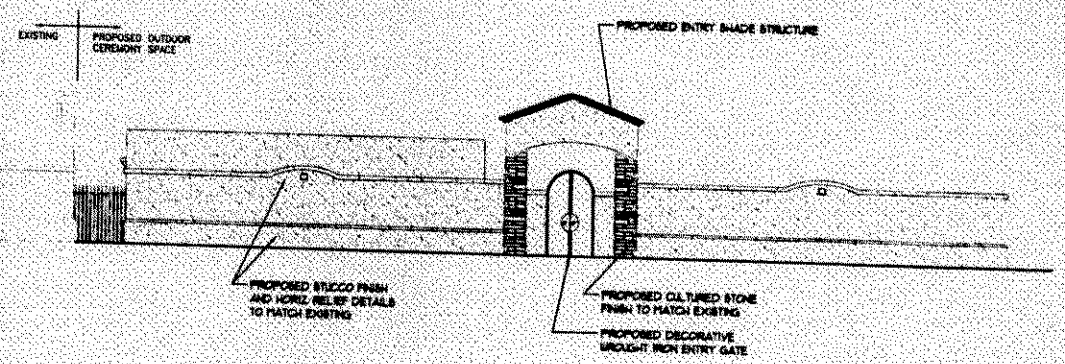
PRELIMINARY LANDSCAPE PLAN

CITY OF AVONDALE
JUN 4 2007
PLANNING DIVISION



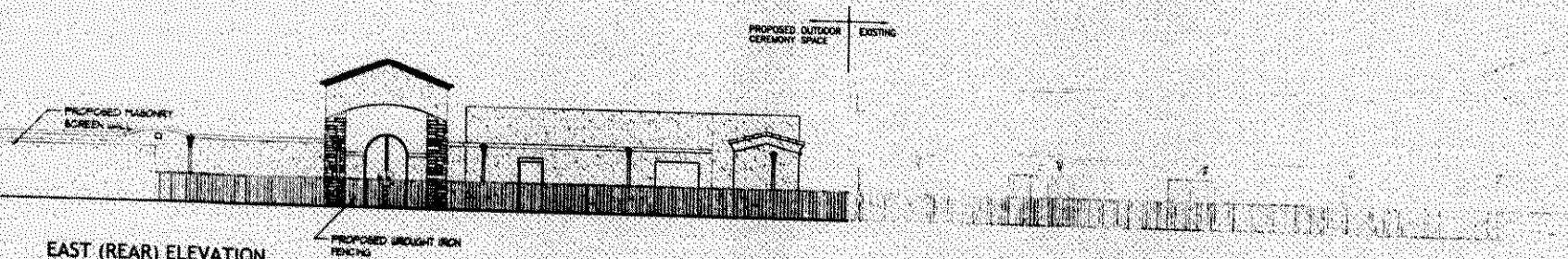
SOUTH (SIDE) ELEVATION

SCALE: 1/8" = 1'-0"



WEST (FRONT) ELEVATION

SCALE: 1/8" = 1'-0"



EAST (REAR) ELEVATION

SCALE: 1/8" = 1'-0"

Exhibit G

DRAFT

PLANNING COMMISSION
REGULAR MEETING

CITY COUNCIL CHAMBERS
11465 W. CIVIC CENTER DR.
AVONDALE, AZ 85323

Thursday, June 21, 2007
6:00 p.m.

I. CALL TO ORDER

The regular meeting was called to order at approximately 6:00 p.m. by Chairperson Lageschulte.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT
Linda Webster, Commissioner
Lisa Copeland, Commissioner
David Iwanski, Commissioner
Michael Alcorn, Commissioner
Alan Lageschulte, Chairperson
Kevin Grimsley, Commission

COMMISSIONER ABSENT
Edward Meringer, Commissioner

Commissioner _____ motioned to excuse Commissioner Meringer from this evening's meeting. Commission _____ seconded the motion.

CITY STAFF PRESENT
Scott Wilken, Senior Planner
Eric Morgan, Planner II,
Megan Neal, Planner II,
Brian Berndt, Director of Development Services Department
OTHERS PRESENT
Dustin C. Jones, Tiffany & Bosco
John Ruggieri, Rose Properties Southwest, LLC
Jerry Davis, Vision Residential

Leslie Wade, Wade Communications

III. APPROVAL OF MINUTES

- **May 17, 2007 Work Session**
- **May 17, 2007 Regular Meeting**
- **May 24, 2007 Special Meeting**

Commissioner Copeland motioned to approve the minutes from the May 17, 2007 Work Session, the May 17, 2007 Regular Meeting, and the May 24, 2007 Special Meeting. Commissioner Alcorn seconded the motion. The motion passed unanimously.

IV. UNSCHEDULED PUBLIC APPEARANCES

There were none.

V. OPENING STATEMENT

Chairperson Lageschulte read the Opening Statement.

VI. WITHDRAWALS AND CONTINUANCES

There were none.

VII. PUBLIC HEARING ITEMS

Chairperson Lageschulte requested to move Item No. 5 and Item No. 6 forward.

5. CU-07-6: This is a public hearing before the Planning Commission to review and solicit public input on application CU-07-6, a request for a Conditional Use Permit for reception center expansion, to be located within the C-2 (Community Commercial) zoning district. The subject site is located north of Van Buren Street on the east side of Eliseo C. Felix, Jr. Way. Staff Contact: Megan Neal.

Megan Neal, Planner II, stated this was a request for Estrella Vista Reception Center in the C-2 Zoning District. Ms. Neal described the zoning and properties surrounding the subject property. She stated the proposed Reception Center is compatible with the adjacent Commercial and Industrial Zoning District and has adequate circulation and parking. Ms. Neal stated the proposed development will include a 1,112 sq. foot support building, a small service bar, and 8,000 sq. feet of landscaping for the outdoor reception area with hours of operation from 10 a.m.

to 5 p.m. Monday through Friday, and on Saturday from 12 to 5 p.m., with events running no later than 12:30 a.m. She stated customers will need scheduled appointment times. Ms. Neal stated the proposed development will provide a 10' perimeter block around the site with wrought iron fencing on the east side displaying views of the Agua Fria River. Ms. Neal informed the Planning Commission that they must determine that the proposed use meets five findings prior to granting the Conditional Use Permit. She stated the proposed Reception Center appears to meet the required findings for approval and Staff is recommending that the Planning Commission accept the findings and recommend approval of application CU-07-6, a request for a Conditional Use Permit for an outdoor Reception Center subject to the two Staff stipulations.

Chairperson Lageschulte asked if there were questions for Staff, and hearing none, asked if the applicant, Taylor Brown, Epsilon Engineering, would like to address the Planning Commission. The applicant declined. Chairperson Lageschulte then opened the item for public hearing. There were no requests to speak.

Chairperson Lageschulte asked for a motion. Commissioner Grimsley moved that the Planning Commission accept the findings and recommend approval of application CU-07-6, a request for a Conditional Use Permit for an outdoor Reception Center subject to the two Staff-recommended stipulations. Commissioner Alcorn seconded the motion.

Chairperson Lageschulte opened the item for discussion. Chairperson Lageschulte stated he had been to the Reception Center a few times and it was an excellent place, and he thinks this will be a good addition to the Center. He stated he hopes the applicant keeps getting bigger and keeps providing the service they have been. There being no further discussion, Chairperson Lageschulte called for a vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

6. CU-07-7: This is a public hearing before the Planning Commission to review and solicit public input on application CU-07-7, a request for a Conditional Use Permit for Massage Therapy, to be located within the PAD (Planned Area Development) zoning district. The subject site is located in Gateway Crossing on the southwest corner of 99th Avenue and McDowell Road. Staff Contact: Megan Neal.

Megan Neal, Planner II, described the properties and zoning surrounding the proposed facility for Massage Therapy, stating the proposed use for this property is compatible with surrounding uses, approximating 2,600 sq. feet. She stated the Planning Commission must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. Ms. Neal described the tenant space as having adequate circulation and parking with facility hours of operation from 8 a.m. to 10 p.m. Monday through Friday, and weekends from 8 a.m. to 6 p.m., peak hours typically after 5 p.m. She stated most customers have scheduled appointment times. Ms. Neal informed the Commission the massage therapy business is considered retail and will include therapeutic recovery, rehabilitation, and general wellness practices. She stated the proposed facility appears to meet the required findings for approval and Staff is recommending that the Planning Commission accept the findings and recommend approval of application CU-07-7, a request for a Conditional Use Permit for a message therapy facility subject to the two Staff-recommended stipulations.

Chairperson Lageschulte invited questions for Staff.

Commissioner Grimsley stated as he was driving by the subject property today, he noted they already had signage up and inquired if that was typically allowed before approval. Ms. Neal responded that is an illegal sign; and are required to obtain a sign permit.

Chairperson Lageschulte asked for further questions, and hearing none, asked if the applicant would like to address the Planning Commission. The applicants, Mr. George and Jill Lopez, were not present.

Chairperson Lageschulte opened the item for public hearing. There were no requests to speak. Chairperson Lageschulte asked for a motion.

Commissioner Copeland moved that the Planning Commission accept the findings and recommend approval of application CU-07-7, a request for a Conditional Use Permit for Message Therapy subject to the two Staff-recommended stipulations. Commissioner Grimsley seconded the motion.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

GP-07-2: This is a public hearing before the Planning Commission to solicit public input on application GP-07-2, a request to amend the General Plan for approximately 44.6 acres located at the southwest corner of Interstate 10 and 117th Avenue. The amendment request is to change the land use designation from Employment to Mixed Use. Staff Contact: Scott Wilken.

SP-07-1: This is a public hearing before the Planning Commission to solicit public input on application SP-07-1, a request to amend the Specific Plan for approximately 44.6 acres located at the southwest corner of Interstate 10 and 117th Avenue. The amendment request is to change the land use designation from Employment to Mixed use. Staff Contact: Scott Wilken.

Scott Wilken, Senior Planner, Development Services Department, gave the presentation on Items GP-07-1 and GP-07-2, stating the subject property is within the Freeway Corridor Plan. He pointed out that the subject property is adjacent to the City Center Study Area, which is currently under review to be hopefully adopted by Council this fall, but while the property is not included in the study area, the consultant has looked at surrounding land uses and the potential effect this property would have on the City Center. Mr. Wilken described the surrounding land uses and stated the proposed amendment would change approximately 45 acres from Employment to Mixed Use and designate the entire property of approximately 80 acres as Mixed Use, and the applicant would later apply for rezoning of the entire property. He indicated provisions had been taken with the Summit at Avondale project and this property to make sure a 10 acre sliver of land adjacent to the property is not isolated. Mr. Wilken stated Mixed Use provides for a mix of use with retail/commercial emphasis and the Council may approve up to 45 percent of the development to be residential, and Mixed Use gives no inherent right to any stand-alone residential. He stated the Planning Commission must determine four findings are met: 1) The Land Use Plan does not provide adequate area for the proposed land use. 2) The amendment is an overall improvement to the General Plan. 3) The amendment will not harm the City Land Use patterns, public infrastructure, or existing land uses. 4) The amendment is consistent with the original intent of the Plan and the City's goals. Mr. Wilken stated Staff estimates approximately 8.25 percent of the City is currently designated as Employment, 3.05 percent of the City is designated as Mixed Use, and the proposed amendment would result in approximately 8.28 percent of the City being Employment and 3.19 percent as Mixed Use. He stated Staff believes the amendment is an improvement to the General Plan as it allows the subject property to act as a buffer between the City Center and the employment to the west along the freeway, and Staff believes the amendment will not harm the City's land use pattern, infrastructure, or existing land uses. Mr. Wilken stated the City's Traffic Engineer estimates traffic will increase by about 28 percent; however, the roads in the area and the roads that will be built are adequate to handle the increased traffic and that sewer and water lines are adequate. He concluded that Staff believes the amendment is consistent with the original intent of the General Plan and the City's goals as it

allows for more intense uses along the freeway and it will possibly allow for some residential near the City Center. Mr. Wilken stated the majority of the Freeway Corridor Plan is Employment, Mixed Use or Freeway/Commercial with an emphasis on employment along the freeway, and this property could act as a transitional area from the City Center to the employment within the Freeway Corridor Plan. He then covered the citizen review process for the Commission, stating to date there had been no opposition from neighboring municipalities, agencies or citizens. He stated Staff is recommending approval of the proposed Land Use amendment.

Chairperson Lageschulte invited questions for Staff.

Commissioner Grimsley asked with more residential being built, would this be in the Tolleson Elementary and La Joya High School districts and could these schools accommodate more students. Mr. Wilken responded this would be in the Littleton Elementary School and La Joya High School districts, and the General Plan amendment was sent to the General Superintendent of both school districts, and so far Staff has not received correspondence back from them. He added that any residential is entirely at the Council's discretion, and if not appropriate for residential, the site may end up as all employment and retail.

Commissioner Copeland stated she was still not clear on the 10 acre sliver of land that Mr. Wilken had mentioned. Mr. Wilken referred to the site plan for the Summit at Avondale and stated 117th Avenue is required to go all the way up to that property and end in a cul-de-sac so that property will be accessed from 117th Avenue directly south to Van Buren, and also when Summit Point develops, 119th Avenue will also make similar provisions. He stated it was possible to have a sub-street or driveway directly to that land through Summit Point. He added that the developer of Summit Point had attempted to acquire the 10 acres and was unsuccessful. Commissioner Copeland asked if the City had been in communication with the property owner of the 10 acres to ascertain the property owner's intent. Mr. Wilken responded that Planning Staff had not had direct contact with that property owner, but other members of City Staff had talked to them. He stated Staff believes there are viable options for that property incorporated into this, but at this time the biggest concern has been taking steps to avoid isolating that piece of property. Commissioner Copeland stated the City had already encountered two other areas of land the City cannot develop because it was in pieces and she would not like to continue down that road.

Commissioner Alcorn expressed his concern that Staff follow-up on that 10 acres of land. He inquired regarding the residential, asking did the Commission need to wait for City Council, and could the Commission put in a provision saying they want less residential, as the Commission has gone to a lot of trouble not to put housing next to the freeway, and now they are, and he does not like it. Mr. Wilken responded that at this point Staff was looking at land use designation only and suggested if the Commission feels strongly, to make it clear tonight, as the applicant's representatives are here. He added the Commission would get another chance to look at the issue.

Commissioner Iwanski stated a 28 percent increase in traffic flow sounded like a big increase and he wanted to be sure Staff was comfortable with that. Mr. Wilken responded that the figure had come from the City's Traffic Engineer who believes that Van Buren and 117th Avenue and 119th Avenue will be adequate. He stated they would get a much more detailed traffic study as the development moves forward and they will know exactly what uses will occur and will take provisions at that time. Commissioner Iwanski stated he appreciated Mr. Wilken's candor.

Chairperson Lageschulte asked for further questions, and hearing none, invited the applicant, Dustin C. Jones, to address the Commission.

Dustin C. Jones, Tiffany & Bosco, 2525 E. Camelback Rd., Phoenix, AZ, stated he was present on behalf of his client, Seven Investment Holdings, LLC. He stated he appreciated the time Staff had been involved in the General Plan amendment application. Mr. Jones showed the Commission a slide of the 10 acre sliver of property, stating it is owned by a farming family and it was their farm before the freeway went through it and they are not interested in selling it. Commissioner Alcorn stated if the property would stay AG, that was fine with him. Mr. Jones continued with his presentation, stating they wanted to change the use from Employment to Mixed Use because they are finding many retail developments would like to come to the area and there are limited locations along the freeway, while general offices do not need the marketing advantages of being right on the freeway. He clarified their request is not to do away with employment, but to introduce an emphasis on retail and commercial uses along the freeway. He stated they are working on a PAD zoning application and no residential uses are being proposed on the north side of the site near the freeway, so while the mixed use allows for residential, that is because they do not want to be exclusively commercial or exclusively office and industrial. He reiterated they have met the four findings for a General Plan amendment and request that the Planning Commission endorse Staff's recommendation for approval and request City Council approve this application for a General Plan amendment for Mixed Use.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Alcorn stated 45 percent of 100 is still nearly half, but he would bring it up again on discussion.

Chairperson Lageschulte asked for further questions for the applicant, and hearing none, thanked Mr. Jones for his presentation. Chairperson Lageschulte asked for further questions for Staff, and hearing none, opened the item for public hearing. There were no requests to speak.

Chairperson Lageschulte asked for a motion. Commissioner Copeland moved to accept the findings and recommend approval of application GP-07-2, a request to amend the General Plan from Employment to Mixed Use, and recommend approval for application SP-07-1, a request to amend the Freeway Corridor Specific Plan from Employment to Mixed Use. Commissioner Iwanski seconded the motion.

Chairperson Lageschulte opened the items for discussion.

Commissioner Alcorn stated the Commission needs to keep housing out of this corridor and 45 percent of this project could be used for apartments, condos, and town homes.

Commissioner Iwanski stated higher density residential is a very complimentary use in his opinion and he thinks this is a good project.

Chairperson Lageschulte stated he agrees with Commissioner Alcorn, in that Avondale has a limited exposure along the freeway where businesses want to be and if this applicant builds townhouses or condos, they could turn into rentals. He stated there is mixed use property right along Van Buren and if you want to build residential, go to Buckeye or Tolleson, but he is against this project. Chairperson Lageschulte stated Avondale property along the freeway is too scarce for the City to put residential there, and again, he is against this project. He added that banks and corporations are going elsewhere because Avondale has no place to put them.

Commissioner Grimsley stated he agreed, the City does not want residential along the freeway and while the applicant stated they did not currently plan for residential, this opens Pandora's Box, in that in the future there could be residential if the applicant changes their mind, and someone could buy the property from the applicant and make the area residential.

Commissioner Copeland stated Mr. Jones has been before the Planning Commission for several years and has never misled the Commission in his proposed developments, thus she would step out in faith that the developer would hear the Commission in that they did not want residential along the freeway.

Commissioner Webster stated the first question that occurred to her was why they were even considering housing along the freeway or even allowing it on a limited basis, as they would be opening it up for future use and she does not believe they should do that.

Chairperson Lageschulte asked for a Roll Call vote on GP-07-2.

ROLL CALL VOTE

Commissioner Webster	Nay
Commissioner Copeland	Aye
Commissioner Alcorn	Nay
Chairperson Lageschulte	Nay
Commissioner Grimsley	Nay
Commissioner Iwanski	Aye

The motion failed 4 to 2.

Chairperson Lageschulte asked for a Roll Call vote on SP-07-1.

ROLL CALL VOTE

Commissioner Webster	Nay
Commissioner Copeland	Aye
Commissioner Alcorn	Nay
Chairperson Lageschulte	Nay
Commissioner Grimsley	Nay
Commissioner Iwanski	Aye

The motion failed 4 to 2.

Chairperson Lageschulte asked for a motion on Item No. 1 and Item No. 2. Commissioner Grimsley moved that the Planning Commission decline application GP-07-2, a request to amend the General Plan from Employment to Mixed Use, and also that the Planning Commission decline application SP-07-1, a request to amend the Freeway Corridor Specific Plan from Employment to Mixed Use. Commissioner Alcorn seconded the motion.

Chairperson Lageschulte asked for a Roll Call vote on GP-07-2.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Nay
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Nay

The motion passed 4 to 2.

Chairperson Lageschulte asked for a Roll Call vote on SP-07-1.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Nay
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Nay

The motion passed 4 to 2.

3. GP-07-3: This is a public hearing before the Planning Commission to solicit public input on application GP-07-3, a request to amend the General Plan for approximately 40.5 acres located southeast of the southeast corner of Indian School Road and Dysart Road. The amendment request is to change the land use designation from Commercial to Mixed Use and Public Facilities. Staff Contact: Eric Morgan.

4. SP-07-2: This is a public hearing before the Planning Commission to solicit public input on application SP-07-2, a request to amend the North Avondale Specific Plan for approximately 40.5 acres located southeast of the southeast corner of Indian School Road and Dysart Road. The amendment request is to change the land use designation from Commercial to Mixed Use and Public Facilities. Staff Contact: Eric Morgan.

Eric Morgan, Planner II, Development Services Department, gave the presentation for the request for a major amendment to the General Plan and an amendment of the North Avondale Specific Plan for the northwest corner of the city regarding the future Pasdera development comprising approximately 40.5 acres. Mr. Morgan described the surrounding properties and land uses. He stated the applicant's request is to change the land use from 40.5 acres of commercial to approximately 37 acres of Mixed Use and 3.5 acres of Public Facilities. Mr. Morgan clarified that the current Commercial use provides for goods and services to the surrounding neighborhoods, while the Mixed Use would provide for a higher intensity of Commercial and a maximum of 45 percent of Residential use. He told the Planning Commission it was important to keep in mind that this change would not guarantee residential uses or density. Mr. Morgan stated the next step after tonight is zoning and even if this property were approved for Mixed Use, the current zoning would stay in place, not allowing residential until further steps are taken. He described the existing land use of the City and stated it was important to remember that most of this existing Mixed Use is either within the development process or it already has been developed. Mr. Morgan stated the North Avondale Specific Plan emphasizes medium density single family residential with planned open spaces and Dysart Road is identified as a commercial corridor to service the needs of the community college and area residents, and the Specific Plan identifies 99th Avenue as heavier commercial. He then covered the citizen review process for the Planning Commission, stating concerns expressed at the neighborhood meeting were increased traffic, traffic being routed through Sage Creek, additional burden upon schools, and the height of buildings. He stated subsequent letters received comprised the three opposed based on traffic and the addition of residential concerns, and one was in favor. Mr. Morgan recapped that at the Planning Commission meeting on May 24, 2007 the concerns expressed were the same as at the neighborhood meeting, plus a question of the ability of the market to

absorb apartments and the apartments becoming low income housing, and the pricing of the units. He stated subsequently five letters were received, all in favor, but all opposing low income housing. Mr. Morgan stated that the Planning Commission must determine that the proposed amendment meets four findings prior to recommending approval: 1) The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment. 2) The Amendment constitutes an overall improvement of the General Plan and the Specific Plan. 3) The Amendment will not adversely impact the community as a whole and/or a portion of the community by significantly altering acceptable land use patterns or requiring large and more expensive public infrastructure improvements, and it is not adversely impacting the existing land use. 4) The Amendment is consistent with the overall intent of the General Plan and adopted plans, codes and ordinances. He stated Staff recommends approval of the proposed Major General Plan amendment because all four findings have been met and that the Planning Commission recommends to the City Council that all 40.5 acres be changed to Mixed Use. Mr. Morgan indicated the City was in negotiation with this site and another site in the northwest portion of the City for the location of a combination police/fire station facility and if the other location is selected, Staff does not wish to see this applicant stuck with 3.5 acres of public facility, thus if all 40.5 acres are approved for Mixed Use and the City decides this is the location for the combo police/fire station facility, Mixed Use will not prohibit that. Mr. Morgan stated after tonight's application the next step would be that on August 20, 2007 the item would go before City Council for approval or denial.

Chairperson Lageschulte invited questions for Staff.

Commissioner Iwanski stated in reading the responses from the immediately impacted landowners, he gets the general feeling they are supportive overall, and asked is that the same feeling that Staff gets. Mr. Morgan reported that Staff did not have a clear indication that all of the residents of Sage Creek, or the residents directly abutting the property, or the residents of surrounding communities were completely in favor or completely against. He stated the Sage Creek HOA had voted in favor, but in the last public hearing most of the people were against it, particularly of the multi-family facet. He added the written responses were approximately evenly split.

Chairperson Lageschulte stated there were 5 in favor and 7 against who requested to speak later in the public hearing.

Commissioner Copeland asked about a letter in the Planning Commission's packet from Mr. Mack Ferrick, inquiring if Mr. Ferrick were a resident of Sage Creek or Avondale because his addresses given are in Surprise and Goodyear. Mr. Morgan stated he had not contacted Mr. Ferrick directly to ascertain his address, and it could be that is a business address, and he accepted the letter on face value.

Chairperson Lageschulte asked for more questions for Staff, and hearing none, invited the applicant to address the Commission.

Dustin C. Jones, Tiffany & Bosco, 2525 E. Camelback Rd., Phoenix, AZ, stated he was here on behalf of his client, Rose Properties Southwest, LLC, and that also present is the President of Rose Properties Southwest, John Ruggieri, and a residential development partner, as well as Jerry Davis, and a representative from the London Group. He stated he would turn the presentation over to John Ruggieri.

John Ruggieri, President, Rose Properties Southwest, LLC, stated they were currently developing six properties within the City of Avondale. He stated when they acquired this site they hired the Griffin Consulting Company to ascertain what would be viable on the site, as well as performing 4 other studies of the surrounding areas, and those studies show there is limited retail capability of only 50,000 sq. feet for primary tenants. Mr. Ruggieri stated they are attempting to resist secondary tier tenants and feel it best to introduce the Pasadera, a walkable, Mixed Use village with shops, restaurants and offices and residences targeting empty nesters and working professionals. He then turned the presentation over to Leslie Wade of Wade Communications.

Leslie Wade, Wade Communications, 3990 N. Litchfield Rd., Avondale, AZ, stated the management company for the Sage Creek HOA is based in Surprise, and that is why Mr. Ferrick's letter has a Surprise address. She stated the HOA Board had voted 4-1 and a couple of members are present tonight who are not clear on the Board's understanding and would speak to those concerns. Ms. Wade stated it was fair to say that the community response so far is mixed, but she believes all the concerns heard to date can be addressed and mitigated.

Mr. Ruggieri continued his presentation, stating they take public outreach very seriously and consider themselves to be good neighbors. He then gave an invitation to the Commission and the members in the audience for an open and honest dialogue and turned the presentation over to Dustin Jones to conclude the presentation.

Mr. Jones stated they concur with Staff's recommendation that the entire 40.5 acres be designated as Mixed Use. He then detailed how they meet the four findings of Staff, stating a General Plan amendment does not guarantee residential even in light of a Mixed Use designation, but is just a land use designation change, and a zoning case would have to be heard for residential in the future. Mr. Jones stated their studies concluded there is an excess of 247.7 million dollars in demand for conventional commercial, and their project would be an improvement to the area. He added this would be a gateway into North Avondale with an entry monument on the site as an icon for the City of Avondale. He showed the Planning Commission slides of their plans depicting how this would improve the area. Mr. Jones reminded the Planning Commission on Staff's finding that this development would not adversely impact the community, and added building heights right now could be 30' in height and set back to 25' under the current zoning, but with their development, they want to mitigate the visual impact on the neighbors. He stated with their Mixed Use development, the residents can walk to where they want to go, so the traffic impact would be mitigated. Mr. Jones stated a public facility

would benefit the residents as well. He then addressed the impact on the schools, stating that with their high-end residential urban development, impact on the schools is less, and high-end residential urban development brings in more property tax per student than single family homes. He then addressed property values, stating property values would not be negatively affected, as this is a high-end residential development for the upwardly mobile. Mr. Jones informed the Planning Commission there were at least 13 goals of the General Plan that they meet and this site provides a great opportunity to be developed as a Mixed Use development that is upscale in quality, and Rose Properties is committed to this site. He added that the City Council in June 2006 articulated a development plan, and he read that development plan for the Planning Commission, requesting that the Planning Commission take a leap of faith on Rose Properties as the General Plan amendment does not guarantee them any specific number of residential units.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Alcorn asked for specifics on the dollar amount and demographics on the town homes/condos.

Mr. Ruggieri introduced Jerry Davis, Vision Residential, to address Commissioner Alcorn's question.

Jerry Davis, President of Vision Residential, 14362 N. Frank Lloyd Wright, Scottsdale, AZ, stated his company had canvassed the area and found there was no townhouse attached products for sale within a five mile radius, so they addressed that fact in their market research and looked for in income level in their demographics equal or higher to the adjacent single family homes. He stated their product would not be affordable and that was the only type of product they do.

Chairperson Lageschulte inquired where the closest town homes/condos were to this property. Mr. Davis responded he did not know at this time without looking at their market studies, but explained what is happening to the demographics in America in general is there are fewer families with children and more empty nesters. He added it was a very small quantity of town homes they were looking to put on the site. Chairperson Lageschulte stated the closest ones were in Litchfield Park just across the street. Mr. Davis stated they did not consider those a competitive product. Chairperson Lageschulte stated based on price, he thinks they are very competitive. Mr. Davis stated they look at new construction in their studies, not at products that have already been sold.

Commissioner Grimsley stated he believes there are upscale town homes/condos north of Indian School at Litchfield Road built within the last two years and he understands they are not fully occupied. Mr. Davis responded that occupancy and ownership were two different things and what Commissioner Grimsley may think is vacant is a second home only occupied three months of the year; thus, the title had to be searched. He added in Litchfield Park there were no town homes that were adjacent or within a Mixed Use community where the residents can walk to shops, restaurants, and work. Commissioner Grimsley stated if these town homes could be used

as an investment home or second home, there was the opportunity they could be used as rental properties. Mr. Davis stated by law they could not stop that and that in Sage Creek there were several rental homes. He added they were not looking for the second home buyer, but were looking for the upwardly mobile buyer that will be there year-round because that is what helps the retail and these homes would not be marketed in a travel magazine to people that live in Minnesota or Michigan.

Commissioner Iwanski stated it was compelling for him, in that in a letter from the West Valley Hospital it states many of the doctors, interns, nurses, and administrators would welcome the opportunity to live in a high quality loft or apartment environment such as that proposed in the Rose Properties Southwest Pasadera project. He stated the City of Goodyear has been successful in getting two colleges to relocate to Goodyear and the Southwest Valley needs hospitals, doctors, nurses, and the City wants quality jobs, quality industry and companies to be in Avondale, and if the City does not provide adequate housing options for the men and women that work in those professions, shame on the Planning Commission. He stated this is a good project to provide for the professional men and women they have asked to come here and he likes this project.

Chairperson Lageschulte invited other questions, and on receiving none, he stated there would be a 10 minute break.

After the break Chairperson Lageschulte opened the item for public hearing, stating he had many requests to speak on Item No. 3, GP-07-3.

Mike DeSmith, 12802 W. Fairmont Ave., Lot 12, Avondale, AZ, stated when he bought his house he knew it was zoned Commercial. He stated the developers had done a fantastic job on the commercial properties being built, but if this development goes through, his house would go on the market the next day.

Charles Runge, 12946 W. Clarendon Ave., Avondale, AZ, stated they are the second owners of their property and they realized there was a large field next to their perimeter wall, and they started out by putting in trees as a buffer zone. He stated they are for the rezoning and for the Pasadera Project, and they are for the City of Avondale putting in the combo police/fire facility in that area.

Lisa Dubas, resident of Sage Creek, stated that during a City Council meeting in 2002, they were requested to rehear a mini storage proposal that had been denied, and two members of the Sage Creek HOA Board had stood before the Council and stated they thought this was good for the community, and the mini storage was approved. Ms. Dubas reported the HOA Board had never asked the community what they wanted. She stated she had attempted to be voted onto the Board, but at a meeting where Rose Properties presented this 1-3 story development to the HOA Board, the three board members present discussed liking the concept and after the meeting drafted a thank you letter. Ms. Dubas stated she was assured this was not a letter of support and

she was voted in as a board member and was told never to speak for the Board. Ms. Dubas reported that next at the Planning and Zoning meeting on May 24, 2007, she was approached by the developer and was told the Sage Creek HOA was going to officially support the Pasadera project at the meeting, and she was at a loss. She reported at the HOA meeting she was shown an e-mail sent to Rose Properties by the President of the Sage Creek HOA stating they support the Mixed Use zoning with residential condos/lofts. Ms. Dubas stated she did not vote to ratify. She asked the Planning Commission to treat the positive responses from the HOA Board members as a positive response from individuals who live in Sage Creek, as none of them attended the neighborhood meeting or requested a special meeting with residents, and asked the Planning Commission to remember that people present tonight were expressing their own opinions. She stated she would rather have a center like Dysart Commons and does not believe a three story development should be located so close to a mostly one story residential neighborhood and she personally thinks those units will become rentals, because based on the assessor data, at Main Street and Verada right now, out of 20 lofts, 15 are rentals and 5 are owner-occupied, and at Indian School Road and Wigwam Creek South, out of 35 homes 20 are owner-occupied and 15 are rentals. She reported that Sage Creek is owner-occupied and she is concerned that the houses adjacent to this development will be sold to investors.

David Cook, 12814 W. Fairmont Ave., Avondale, AZ, stated he hoped the Planning Commission would consider the HOA's endorsement nothing more than four individual residents stating their opinions. He reported in letters from Rose Properties, there was misinformation given to the residents, and he could report with confidence there is a 30 to 1 disapproval for the residential aspect of this project. Mr. Cook stated a big selling point was there would be no through traffic and everyone is vehemently opposed to through traffic. He reported the HOA did not attend the May 2, 2007 or the May 24, 2007 neighborhood meetings, yet offered their approval on behalf of the residents of the HOA even while the debate was ongoing. He added that the HOA Board has not represented the homeowners and have served their own purposes. Mr. Cook stated he could compliment Rose Properties on the commercial/retail side of their development as it is beautiful and he wholeheartedly supports that aspect, but the question to ask is why residential. He stated the impact on the schools was downplayed tremendously tonight. Mr. Cook stated $65,900 is not a high quality/high scale town home and would not assist his home value, and a three story apartment in his backyard would adversely affect him. As to the traffic impact, he finds it hard to believe there will be no impact on traffic. Mr. Cook stated he had researched how close Rose Properties was to claims of what they would provide to what they actually did provide, but he could not find any properties to research, thus could not verify their track record. He stated that changing the zoning based on something that might happen or would be discussed in the future, once the box was opened one could not un-ring the bell. Mr. Cook continued, stating Rose Properties is not concerned that the schools would be overcrowded, the home values could be affected, and a street would be opened affecting the quality of life of the children. He stated the project without the retail and residential is an excellent project and could be expanded and everyone would win. Mr. Cook urged the Planning Commission not to approve a zoning change for this property. He reminded the Planning Commission that 750 apartments were being built a quarter of the mile away and across the street a complex is offering free rent in search of tenants.

John Waltz, 12826 W. Fairmont, Ave., Avondale, AZ, stated his wife and he purchased their home less than a month ago and had no knowledge of this project prior to purchasing their home and had they, they would have attended the prior meetings. He informed the Commission he has built and developed properties in three states, and according to the Arizona Republic, there are over 50,000 houses in Arizona on the market, and in the stadium area there are hundreds of condos and townhouses being built there, less than a 10 minute drive from this proposed site. Mr. Waltz stated that across the street is a townhouse project with a huge sign. As for the 3 percent of the City's acreage designated as Mixed Use, Mr. Waltz stated one only needs to go to Goodyear or Litchfield Park and the percentage is changed dramatically. He reported they bought their property because they like the quiet and the fact that the street is a dead-end. He questioned how the Avondale entryway monument depicted in the slides could be built on property that does not belong to Rose Property. He stated there is often times a difference between what is proposed and what is actually built.

Chairperson Lageschulte welcomed Mr. Waltz to Avondale.

Ileah Cook, 12814 W. Fairmont Ave., Avondale, AZ, showed the Planning Commission a rudimentary drawing and stated her information comes directly from the Maricopa County Assessor's web site, the Avondale Land Use map, and members of the Agua Fria Unified High School District. She pointed out the residential areas on her drawing and stated there were not enough upper grade schools to accommodate the population explosion in the West Valley, and employees of the Agua Fria School District voiced their desire to stay at a 4A category, which means a student capacity between 16,000-18,000 students, and reported they are currently on the brink of becoming a 5A category, which puts student capacity between 20,000-22,000 students, which would require more land. Ms. Cook stated the type of residential properties proposed would likely have upper grade students and currently there are only four high schools, and currently there is a need for 8-10 high schools, but there is not enough land available for purchase. She informed the Planning Commission a parcel was in escrow, but fell out of escrow, and another school site is in escrow and happens to be with Rose Properties, but is located in the furthest southeast boundary of the district. Ms. Cook stated as residential zoning intensifies, it is necessary to bus students further away and her family is experiencing this firsthand because Agua Fria is a 42 to 1 student to teacher ratio for core curriculum classes, and while they live closer to the Millenium District, excessive homebuilding and apartments forced rezoning and now the district bears the cost of bussing students to Verado. Ms. Cook stated as far as Sage Creek HOA, their attention lies with the shrubbery and gravel, not with the impact of rezoning on families. She submitted that this amendment would adversely affect the community and would not be an overall improvement to the community. She added that the high quality of aesthetic standards set by the City of Avondale are exemplified by Dysart Commons and she would not be bothered by such a commercial development, and she is not in favor of a high or medium density residential development, but is in favor of the existing commercial zoning.

Sam Conrad, 12810 W. Fairmont Ave., Avondale, AZ, stated he did not understand the difference between Item Nos. 3 and 4 and asked for clarification. Chairperson Lageschulte stated Staff could answer his question after the meeting. Mr. Conrad stated he was concerned that both items were lumped together in the presentation. He stated he appreciated the fact that Rose Properties sent a letter to the residents, but was upset that the HOA Board did nothing about this. Mr. Conrad stated he was concerned over the noise pollution to the neighbors both during development and after and had not heard that addressed. He added he would like to hear a contingency plan if the property is built and there are 50 kids per 100 units and if property values go down.

David Wood, 12806 W. Fairmont, Ave., Avondale, AZ, stated before moving to Sage Creek, he had visited City Hall to research zoning because he did not want apartments in his backyard, and on finding it was zoned commercial, that was a big factor in his buying his home. He stated the Planning Commission has a large task in growing the City and protecting the children from overcrowding in the schools. Mr. Wood stated in the General Plan, a condition states that the burden of proof is on the developer, and posed the question, what if every residential unit has two children.

Lou Osborn, 12941 W. Clarendon Ave., Avondale, AZ, stated he likes what he sees, as he likes the idea of a shopping center and he does not see this development affecting the property values as they are talking about high income properties. He stated he agrees with Mr. Cook, in that $69,500 for the condos is low for a high income property. He stated Verado is a good example of mixed density. Mr. Osborn added there are many rentals around his house. He reiterated he approved of this item.

Angela Tyson, 12858 W. Indianola Ave., Avondale, AZ, stated she and her husband strongly support rezoning of the property for Commercial and Mixed Use, and believe the project will make a positive contribution to the neighborhood and will beautify the entranceway into Avondale. She stated this lot had been empty for a long time and her property backs directly up to the lot, and she would rather see something other than a grocery store or low end restaurant. Ms. Tyson stated she approves this project 100 percent.

Eric Greene, 12827 W. Mulberry Dr., Avondale, AZ, reiterated that not all Sage Creek residents voted to approve this project. He stated Rose Properties states this will be like the Glendale Stadium project, but there is not enough land to recreate that and everybody's home will back up to the wall. Mr. Greene stated he cannot get his son into the preschool because of overcrowding. As for professional people occupying the rentals, such people can also reproduce and will create more overcrowding in the schools. He questioned if the developer would make contributions to the elementary schools in the neighborhood for expansions. Mr. Greene stated at 59th Avenue and Olive in Glendale, and at Litchfield Road and Van Buren in Goodyear, and 16th Street and Camelback Road in Phoenix, when the main anchor pulls out, the shopping centers sit empty. He stated the northwest corner of Wigwam Blvd. and Litchfield Road has condos that start out at $350,000-375,000 and that price would bring value to the neighborhood, but as a rental, with all

the competition, apartments will turn to Section 8 housing. He then addressed traffic signals, stating a need for additional traffic signals at Osborn and Dysart, and at Santa Fe and Indian School, and if they build this project, there will be a need for still more traffic signals.

Chairperson Lageschulte stated he had a card for Gail Mullins, who is in favor of the item, but does not wish to speak.

Steven Ballsley, 3730 N. 127th Dr., Avondale, AZ, stated he had had a conversation with John and Leslie Wade about the letter sent from the Sage Creek HOA Board and it is a misinterpretation, as it was meant as merely a thank you letter for the presentation. He stated the HOA is in support of the development and does not condemn or condone what is going to be developed, but simply wants more information. He stated his property does backup to the property and he is not for or against the project right now because he does not believe they have all the information, but rather is leaving it up to the Planning Commission because he believes they will make the best decision and the best recommendation for the community and the City of Avondale.

Chairperson Lageschulte stated he had a card from Kim and Don Conrad, West Fairmont Ave., Avondale, AZ, who are opposed to the project, but do not wish to speak.

Lori Waltz, 12826 W. Fairmont, Ave., Avondale, AZ, stated her husband had spoke on the issue, and she also wished to be recognized as being in opposition to the item.

Chairperson Lageschulte summarized he had five cards in favor, ten opposed, and one unsure. He thanked everyone for attending. Chairperson Lageschulte invited the applicant to respond to the citizens.

John Ruggieri, Rose Properties Southwest, LLC, again addressed the audience, stating they will agree to a whole number of CC&Rs for the project, and he wants to assure the Planning Commission and the members of the community that they will never agree to restricting procreation.

Mr. Dustin Jones added he has three children and one on the way, and his colleague has five children and is a professional. He also thanked the neighbors for attending tonight. Ms. Jones stated 34 letters were sent to property owners that abut the project, 225 letters were sent to residents within 200 feet of the project, and 250 letters were sent to residents of the Sage Creek HOA, and oftentimes no one attends these meetings. He stated many of the questions raised tonight were specific questions about the site plan and they were only at the General Plan stage and were not trying to present a zoning case tonight. He stated tonight's plan has a 0 to 45 percent residential allowance and they are not asking for any specific percentage tonight. He stated many of the questions cannot be answered tonight as this is just a General Plan stage, but in the next stage they hope to get to, they could answer those questions. As far as their track record, Mr. Jones stated all of Rose Properties are quality projects and this is not an attempt to

sneak in a project that would be embarrassing to Rose Properties or to the City of Avondale, and they will be back before the Planning Commission on multiple projects. He stated the best consultants, architects and designers from around the country have been hired to assure the quality of development and there was no attempt to do anything of less quality, and this would be the first signature project Rose Properties would get to do in the City of Avondale. Mr. Jones continued, stating the growth in the Valley is projected to increase and professionals do not want to live in apartment buildings or single family homes and they are trying to serve that market. He stated they have met their burden of proof on all four of the criteria required for a General Plan application. Mr. Jones stated the criteria for a zoning application is much more discretionary and the Planning Commission would get to decide if that is met when they get to the PAD stage. He stated all the questions regarding schools, building placement, building height, etc., would be addressed in the zoning application stage. Mr. Jones stated the hundreds of letters they have sent out are indicative of their public outreach efforts. He stated that changing the General Plan to allow for the Mixed Use and then allowing them to return with a PAD application endorsed by Staff is the way to go with this project.

Chairperson Lageschulte asked for further questions for the applicant or Staff.

Commissioner Copeland asked someone to address the entrance monument issue if the property was not part of the development. Mr. Jones responded they had met on several occasions with the representatives of that property and they have a landscape plan they are planning on implementing, and Rose Properties is willing to participate with them and enhance that because they believe that as the gateway in from the northwest sector, that corner can be highly landscaped and they have letters confirming their involvement. Commissioner Copeland asked if their involvement was well-received, and Mr. Jones confirmed it was.

Commissioner Grimsley stated there are a number of commercial developments that are vacant right now and asked if the developer has a list of possible restaurant, retail or office tenants for their development. Mr. Jones stated that their market studies have shown very little vacancy for the properties along McDowell and the national tenants are along McDowell and closer to the freeway, and when you get further away, unless you have a grocery store, the shopping centers have a tendency to take a long time to lease up, and the national major tenants will not come further north. Commissioner Grimsley asked if there is already a problem with getting tenants north of I-10, what makes the applicant believe tenants will come to their area if they build. Mr. Jones responded that the success would lie in creating a special place, a lifestyle destination.

Chairperson Lageschulte invited further questions, and hearing none, closed the public hearing.

Chairperson Lageschulte asked for a motion on item GP-07-3. Commissioner Webster moved that the Planning Commission accept the findings and recommend approval of application GP-07-3, a request to amend the General Plan from Commercial to Mixed Use. Commissioner Copeland seconded the motion.

Chairperson Lageschulte opened the item for discussion.

Commissioner Copeland stated the Commissioners do not work for the City, are volunteers, and her comments were based on comments from the public. She stated there were things the public may not be aware of, such as the developers do put money away for the schools, but schools are a state-driven entity, not a city entity, and regarding traffic signals, she stated Indian School Road is not a city street, but is a county street. Commissioner Copeland stated the Commission would probably not vote for anything like 750 apartments, but they are interested in working with the applicant to help them understand what the community will accept. She stated everybody has an image of a renter and for the most part are correct, but no one should forget about people such as herself, upscale professionals who rent at some point in their life when they are not sure how long they can stay in a specific location or if they want to stay. Commissioner Copeland stated the housing market as a whole is down and to pick on this particular development as being not sellable is shortsighted and the Commission needs to look long term as the real estate business goes up and down all the time. She stated the thought that the developer would build upscale housing that would turn into Section 8 is unrealistic. Commissioner Copeland stated what the residents have right now is a dirt field and she suggests working with the developer to put something on that piece of land that will work for everyone.

Chairperson Lageschulte stated he has mixed feelings, in that while he likes the project, he is not sure about three stories. He stated if he lived in a house looking out over the dirt lot, he would want to see trees and shrubbery rather than the 30 foot wall of a shopping center. Chairperson Lageschulte stated it was his opinion the Commission was to vote per the peoples' opinions, and right now he has 10 opposed, 8 in favor and 1 unsure, and he also felt the City was not in a race to build out. He added that overcrowded schools were a problem as well.

Commissioner Iwanski thanked everyone for showing up at the meeting. He summarized that he had heard the concerns as school overcrowding, traffic/child safety, and property values. He announced that when it comes to school overcrowding and teacher to student ratios, talk to the governor's office, the state legislature and the representatives on the facility's school board because that is where you address those concerns, not at a Planning and Zoning Commission meeting and not with your city government. Commissioner Iwanski next addressed traffic and child safety, stating he had to defer to the professional staff and the traffic engineers and developers to continue to work together on the traffic flow, and he will continue to defer to the professional staff at Avondale. He stated in terms of opening up particular avenues, they could direct Staff to work with the developer to make sure their kids are safe. Commissioner Iwanski continued, stating Rose Properties has done quality developments and have a track record of success and can address the concerns of property values. He stated he likes the project as it provides a housing option that currently does not exist in Avondale or in most places in the Southwest Valley with the exception of Westgate. Commissioner Iwanski stated when corporate CEOs and CEOs of hospitals tell him they need these housing products and these kind of options, to him this is a compelling argument to try to move this project forward, while at the same time addressing the concerns of the public. Commissioner Iwanski told Mr. Greene not to

bring up Section 8 again, and clarified that Section 8 was a federal housing project and there are specific requirements, and this project was not even close to that circumstance, and he would be more concerned about the 750 apartment units up the road. Commissioner Iwanski stated this project has his support.

Commissioner Alcorn stated he thinks the Commission needs to go to the next step and try to see exactly what Rose Properties has on their agenda. He clarified that the Commission was an advisory board and merely advises the City Council on what the people are saying, and if City Council thinks they want to proceed, they do not have to listen to the Planning Commission. He added that lately the City Council does seem to be listening to the Planning Commission and he is very pleased about that fact. Commissioner Alcorn stated he believes the system needs to be changed to where housing is not always in direct conflict with Mixed Use and should be changed to where it has a restriction, such as Mixed Use can be Mixed Use with Housing, and Mixed Use with restrictions for no housing, and that should be put in the General Plan because the Commission is having too much trouble with the issue coming up at the meetings over and over. He reiterated he would like this project to move forward.

Commissioner Grimsley stated his wife is a teacher in the Agua Fria High School District and he was shocked to hear that someone in the same neighborhood had their children bussed to Verado. He stated one problem he saw firsthand is that one week before school starts, the school is still filling teaching positions, so building new schools would not necessarily solve the problem. He stated he hopes people are telling their children to look into teaching as a vocation. Commissioner Grimsley stated for the Commission to know how much merit this project has or does not have, the project needs to go to the next step, and that still gives the City the opportunity to say that it cannot be built.

Commissioner Webster stated the Commission has a duty to find out if a project meets the criteria, which this project does, and the Commission needs to think about what is good for Avondale, and she does not believe Avondale can sit back and wait to decide what they want to do with a property, but should be proactive. She stated this is an opportunity for the City to be in the limelight and do something different. Commissioner Webster stated she thinks this is a good plan.

Commissioner Copeland stated that the next step would not be a cake walk, as the Commission would not allow three story town homes. She assured the audience that when the site plan comes forward, the concerns that have been brought up, the Commission is against them as well and the Commission will make sure that the integrity of their backyards and their privacy will be no more than if a single story home development were in their backyards. Commissioner Copeland stated she is in favor of this project because she realizes that the big boxes will not be drawn to so far away from the freeway, and this project will open up the opportunity for small business owners to go into the area where people can walk to, eat there, spend time there and enjoy their neighborhood. She added that with a traditional type commercial development, she doubted people would spend more than 15 minutes there. She stated she is looking forward to seeing the

site plan. Commissioner Copeland encouraged the audience members to attend as many of the Planning Commission's monthly meetings as possible.

Chairperson Lageschulte asked for further questions, and hearing none, called for a Roll Call vote on GP-07-3.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Nay
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed 5 to 1.

Chairperson Lageschulte opened the public hearing on SP-07-2.

Mike DeSmith, 12802 W. Fairmont Ave., Avondale, AZ, stated everyone has mixed feelings, but three stories are upsetting to him. He stated at this stage they do not know exactly what the project will be, but perhaps at the next level they might find out. Mr. DeSmith stated someday he may want a lock and leave residential unit, but he does not want rentals.

Chairperson Lageschulte suggested Mr. DeSmith get with the developer and let them know his concerns, and if he is not satisfied, he can come back and raise cane.

John Waltz, 12826 W. Fairmont Ave., Avondale, AZ, stated he realized his comments did not count for much, but he still wanted to take this opportunity to speak. He stated he understands the school issue and that the funding comes from the state, but he also understands that it starts some place and the Planning Commission has the opportunity right now to impact whether there will be more children going into a district or not. Mr. Waltz stated he understands the Planning Commission does not build the roads, but the Commission has the opportunity to address how much traffic goes out onto the road. He stated the Commission says it wants to represent the citizens of Avondale, and the people have spoken. He commended Chairperson Lageschulte for standing on that. He stated State Senators view every one letter they receive as representing over 100 voters, and if the Commission looks at this issue in the same light, he does not believe they have listened to the people of this subdivision. Mr. Waltz stated his property abuts the back of this project and he hears what Rose Properties is going to do and how it will benefit them, but wonders how it will benefit the residents. He stated while he appreciates the Commission's comments in trying to educate the citizens, they should give credit to some who do understand the process. Mr. Waltz stated the Commission has the responsibility to stop things, or to allow them to continue.

David Wood, 12806 W. Fairmont Ave., Avondale, AZ, stated he has an issue with the Commission saying the overcrowding in schools is not their problem, yet they will throw more residents into that area and he feels that is very irresponsible. He continued, stating that when addressing the burden of proof, one issue was there would be no economic impact on the city. He stated the national average for police officers was 2 officers per 1,000 residents, and Avondale was already behind. He stated if the Commission adds 1,000 residents and 450 units, that would be 2 officers, and questioned was that not an economic impact.

Eric Greene, 12827 W. Mulberry Dr., Avondale, AZ, stated Commissioner Iwanski had made him feel like he was in Russia where he cannot voice his opinion and that is what the First Amendment is for, and requested not to have his freedom taken away. He stated in the last meeting, the developer had stated that the Sage Creek HOA stated they were in favor of this project and that turned out to be a lie, and another real estate expert the developer is using stated tonight that the nearest condos are five miles away. Mr. Greene stated the kids are being bussed to Verado and his neighbor just put his home up for sale yesterday because he is tired of going out to Verado to pick his son up from school. He stated the project would impact their future, and everyone could not put their home up for sale. Mr. Greene stated if the Commission allows additional residential units to be built, they will increase the student-teacher ratio. He added there were landlords that have put up brand new communities on the west side of Phoenix along McDowell Road and they have turned to this means of revenue to pay their bills, and now there are apartment communities along Indian School Road and he wondered would they take the same road, and he did not want that type of environment near his home.

Chairperson Lageschulte asked if anyone else wished to speak, and hearing none, invited the applicant to respond. The applicant declined. Chairperson Lageschulte closed the public hearing.

Chairperson Lageschulte called for a motion on SP-07-2. Commissioner Copeland made a motion that the Planning Commission accept the findings and recommend approval of application SP-07-2, a request to amend the North Avondale Specific Plan, and Commissioner Webster seconded the motion.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Nay
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed 5 to 1.

Commissioner Copeland addressed Mr. Waltz, stating there was no intent to insult his or anyone else's intelligence. She stated that since they do not have many people attending the meetings, it was an opportunity for her to share information with everyone.

VIII. OTHER BUSINESS

1. PP-06-1: This is a public hearing before the Planning Commission to review and solicit public input on application PP-06-1, a request for a Preliminary Plat for Fleming Farms located at the southwest corner of Avondale Boulevard and Lower Buckeye Road. Staff Contact: Megan Neal.

Megan Neal, Planner II, Development Services Department, stated this 53 acre property was currently zoned PAD. She described the surrounding zoning as PAD and the surrounding properties, and stated the subject property is currently a Thoroughbred farm with a single family home. She stated the applicant is proposing a 147 lot, single-family subdivision for an overall density of 2.94 units per acre with plot sizes ranging from 7,245 to 8,395, with lot widths of 63', 68' and 73' and a minimum lot depth of 115'. Ms. Neal then described the access to the site and that pedestrians will utilize the 10' multi-use path, and that there are tracts connecting the trail and pocket park located throughout the community. She stated 19 percent of the site is common landscaping and 12 percent is active, open space, including a wide variety of trees. Ms. Neal stated Staff has requested the applicant provide another landscape tract at the north end of the development for access to the proposed school site. She stated the two acre park provides a tot lot, basketball sport court, as well as passive open space. She added the subdivision is proposing decorative entry signs on Avondale Blvd. and Lower Buckeye Road, as well as decorative walls with stone columns. Ms. Neal stated Staff believes the Preliminary Plat meets the following findings: The Avondale General Plan, PAD Zoning, and Subdivision Regulations. She stated Staff is recommending approval with the nine stipulations recommended by Staff.

Chairperson Lageschulte invited questions for Staff, and hearing none, invited the applicant to address the Commission.

Ed Boles, 702 E. Osborn, Phoenix, AZ, stating he was representing Evergreen Communities, and he is pleased with Staff's recommendation, and they are fine with the nine stipulations. He stated if the Commission wants a presentation, he will give it, but if they are happy, he is happy, and he requests the Commission's approval.

Chairperson Lageschulte invited questions for the applicant and received none.

Chairperson Lageschulte open the item for public hearing. There were no requests to speak. He invited further questions for the Staff or applicant, and hearing none, asked for a motion.

Commissioner Alcorn moved that the Planning Commission accept the findings and recommend approval of PP-06-1, a request for approval of Fleming Farms Preliminary Plat subject to the nine stipulations recommended by Staff. Commissioner Copeland seconded the motion.

Chairperson Lageschulte opened the item for discussion.

Commissioner Alcorn gave thanks for the deceleration lane, as it is a plus to anything that is being done in Avondale.

Chairperson Lageschulte stated he liked this project and thinks it will be great for that area. Chairperson Lageschulte called for a Roll Call vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

Chairperson Lageschulte thanked the applicant for the project.

IX. PLANNING STAFF REPORT

- Brian Berndt, Director of Development Services, introduced two new planning staff members, Pamela Bruno and John Vater. The Commission welcomed the new staff.

X. ADJOURNMENT

Commissioner Alcorn made a motion to adjourn, and Commissioner Iwanski seconded the motion. The motion passed unanimously. With no further business, the meeting concluded at approximately 10:02 p.m.

NEXT MEETING: July 19, 2007 – Council Chambers

FOR SPECIAL ACCOMMODATIONS

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at (623) 333-1200 at least 48 hours prior to the Commission meeting.

_____
Staff Signature

DEVELOPMENT SERVICES

SUBJECT:
Preliminary Plat for Fleming Farms (PP-06-1)

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director

THROUGH: Charlie McClendon, City Manager

REQUEST: Preliminary Plat approval for Fleming Farms

PARCEL SIZE: 53 gross acres

LOCATION: Southwest corner of Avondale Boulevard and Lower Buckeye Road (Exhibits A and B)

APPLICANT: Matt Butcher, Evergreen – Avondale & L. Buckeye, L.L.C.

OWNER: Evergreen – Avondale & L. Buckeye, L.L.C.

BACKGROUND:

The property was annexed on April 17, 2006 and zoned AG (Agricultural). On September 5, 2006, City Council rezoned the property from AG (Agricultural) to PAD (Planned Area Development). The property is currently occupied by residential and a thoroughbred farm.

SUMMARY OF REQUEST:

1. The proposed preliminary plat shows 147 single-family units on 50 net acres for an overall density of 2.94 units per acre. Fleming Farms features three lot sizes ranging from 7,245 to 8,395 square feet. Minimum lot sizes are 63'x115', 68'x115', and 73'x115'.

2. Front yard setbacks are staggered at 18' to 21' with no more than two adjacent homes having the same setback. Minimum side yard setbacks are 8' and 10'. Rear yards have a setback of 15'. Two story homes shall not be located on adjacent lots along Avondale Boulevard and Lower Buckeye Road as specified in the PAD.

3. Avondale Boulevard, 117th Avenue, and Lower Buckeye Road will provide access to the site. Pedestrians will utilize the 10' multi-use path to be located within a 12' public use easement on the south side of the property. Tracts connecting to the trail and pocket park amenities are located throughout the community.

4. Fleming Farms PAD includes a commercial component of approximately 17 acres. The commercial component will be submitted for site plan review at a later date. Phase I development will be responsible for all right-of-way improvements adjacent to Lower Buckeye Road and Avondale Boulevard.

PARTICIPATION:

A neighborhood meeting is not required for preliminary plats.
The Littleton Elementary School District and Tolleson Union High School District were notified of the proposed project on August 16, 2005. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission considered this item at their meeting on June 21, 2007 and recommended APPROVAL of the proposed preliminary plat subject to the following 9 stipulations:

1. Development shall conform to the Preliminary Plat date stamped June 6, 2007 and the Preliminary Landscape Plan date stamped June 6, 2007, except as modified by these stipulations.

2. Developer shall make a cost contribution of 25% for traffic signal at Avondale Boulevard and Lower Buckeye Road.

3. Southbound right turn deceleration lanes are required at both access points to Avondale Boulevard.

4. A traffic study will be required for the commercial portion at site plan submittal to address site specific issues including but not limited to driveway location and spacing, turn lane requirements, on-site circulation and traffic control.

5. The developer shall identify on the final plat and construct an additional tract leading to 117th Avenue for a pedestrian connection to the proposed school site on the Pylman property to the west.

6. All half street improvements adjacent to Lower Buckeye Road and Avondale Boulevard will be constructed as part of the first phase of development.

7. Developer shall continue to work with the Building Division to achieve proper addressing prior to final plat approval.

8. Applicant must extinguish groundwater irrigation rights for credits and pledge these credits to the City's Assured Water Supply account and abandon 2 domestic wells per Arizona Department of Water Resources well abandonment regulations.

9. Staff shall review the CC&Rs prior to final plat approval.

ANALYSIS:

General Plan, Zoning and Subdivision Regulations

· The General Plan designation is Commercial, Medium Density Residential (2.5 – 4 dwelling units per acre), and Low Density Residential (1 – 2.5 dwelling units per acre). The proposed subdivision density of 2.94 dwelling units per acre is allowed by the existing zoning.

· The preliminary plat meets the requirements of the PAD district.

· The proposed plat complies with the City of Avondale Subdivision Regulations. The plat provides proper lotting, open space, and block configuration.

Compatibility with Surrounding Land Uses

· The property to the north is the existing Del Rio Ranch subdivision currently under construction. The property to the west and south is the existing Pylman Diary with a General Plan designation of Medium Density Residential (2.5 -4 dwelling units per acre) and Low Density Residential (1 – 2.5 dwelling units per acre) and is currently within Maricopa County. The property to the east is existing single family residential within Maricopa County. The proposed single family subdivision is compatible with the surrounding uses.

· A note has been placed on the plat and shall be within the declaration of the Covenants, Conditions, and Restrictions, requiring the buyers to sign an affidavit of acknowledgement that they are aware and displaying a map in the sales office of the following:

a. The proximity of the future commercial uses to the north.
b. The location of Rudd substation and adjacent transmission lines.
c. The proximity to existing dairy farms and associated odors.
d. The future location of State Route 801.
e. The location of the existing public safety facility at the northwest corner of Avondale Boulevard and

Durango Street.

f. The location of La Joya High School in Del Rio Ranch.

· The HOA will be responsible for maintaining the general appearance of the properties, which includes ensuring that individual residents maintain the appearance of their homes and yards.

Site Circulation

· The proposed subdivision will primarily be served by Avondale Boulevard and Lower Buckeye Road. A new local collector, 117th Avenue, is also proposed to serve the subdivision. The proposed circulation system provides adequate access to the subdivision.

· The developer will be required to make improvements to all adjacent roadway and off-site improvements determined by the City Engineer.

· A school site has been proposed on the adjacent property to the west of the proposed subdivision. Landscaped medians have been included in 117th Avenue to facilitate as a traffic calming element. Staff is requesting a tract be constructed within the community leading to 117th Avenue for pedestrian crossing to the proposed school site. A stipulation has been included to address this issue.

Landscaping and Open Space

· The landscaped medians and commonly-owned tracts will be maintained by the Homeowner's Association.

· The proposed subdivision includes 9.56 acres of common landscaping (19% of the site). Of this, 6.44 acres qualifies as active open space. The development is providing a 2 acre centralized park with tot lot and basketball/sport court as well as passive open spaces areas. Decorative trellises provide neighborhood identification and entry into the open space elements. The open space also includes an approximately 80' wide landscape buffer along the southern edge of the property with a 10' wide multi-use trail to include trash receptacles, benches, and lighted bollards.

· The proposed subdivision includes street tree theme of the Southern Live Oak adjacent to Avondale Boulevard. 25% of the trees shall be 24" box trees. Palo Breas will be provided adjacent to Lower Buckeye Road. A wide variety of trees is proposed within the subdivision to include Desert Willow, Sisoo, Acacia, Chinese Pistache, and the Evergreen Elm.

Walls and Signs

· A CMU block, decorative theme wall shall be provided adjacent to arterials and will be 8' in height for additional screening. The decorative theme wall will have columns with stone veneer and a combination of split face and scored block.

· The proposed subdivision includes main entry signs adjacent to Avondale Boulevard and secondary entry sign adjacent to Lower Buckeye Road. Main entry monumentation includes raised planter, stone veneer, and decorative fencing.

FINDINGS:

Staff believes the proposed preliminary plat meets the following findings with stipulations:

· It conforms to the Avondale General Plan.
· It meets the requirements of the PAD zoning.
· It meets the requirements of the Subdivision Regulations.

RECOMMENDATION:

Staff recommends that the City Council APPROVE application PP-06-1, a request for preliminary plat approval subject to the 9 stipulations recommended by the Planning Commission.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application PP-06-1, a request for preliminary plat approval subject to the 9 stipulations recommended by the Planning Commission.

ATTACHMENTS:

Exhibit A - Zoning Vicinity Map
Exhibit B - Air Photo 2006
Exhibit C - Summary of Related Facts
Exhibit D - Proposed Preliminary Plat date stamped June 6, 2007
Exhibit E - Proposed Landscape Plan date stamped June 6, 2007
Exhibit F - Draft Minutes of the June 21, 2007 Planning Commission hearing

ATTACHMENTS:

Click to download

- Exhibits A-F

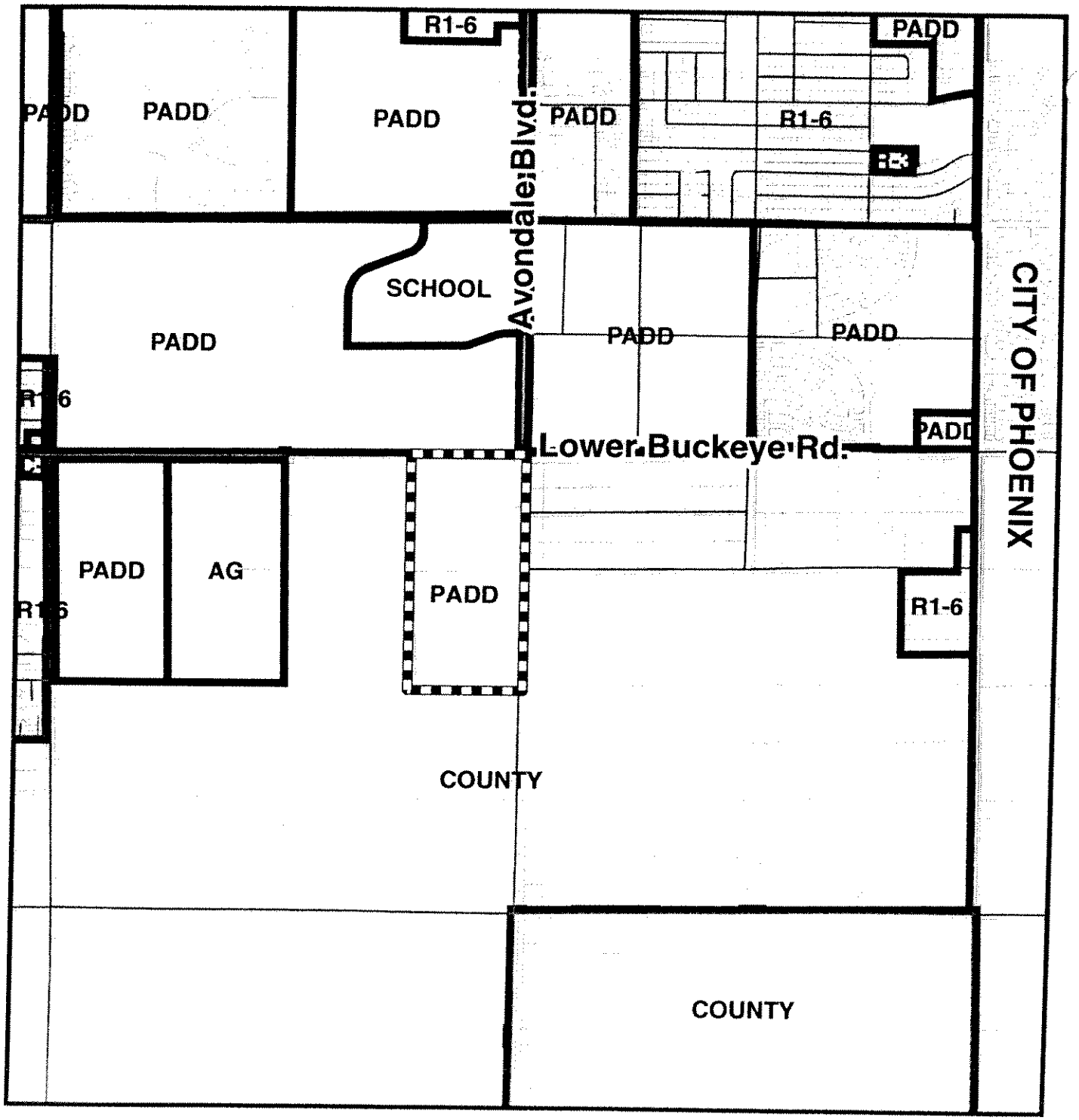
FULL SIZE COPIES (Council Only):

Proposed Fleming Farms Preliminary Plat & Landscape Plan date stamped June 6, 2007

PROJECT MANAGER:

Megan Neal, Planner II – (623) 333-4018

Exhibit A

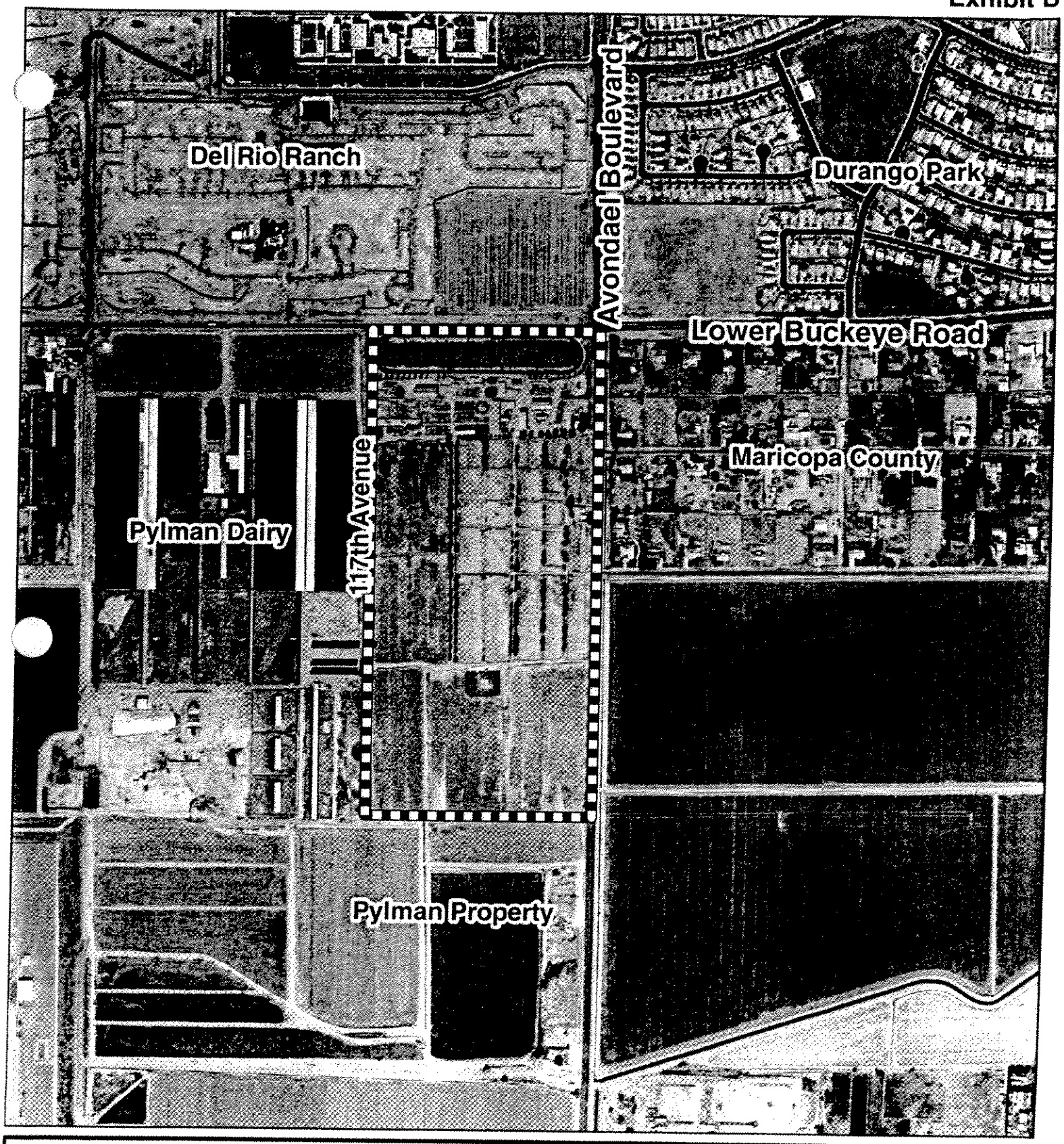


Zoning Vicinity Map
PP-06-1

Avondale

Subject Site

Exhibit B



Air Photo 2006
PP-06-1

Avondale

- Subject Site

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION PP-06-1

THE PROPERTY	
PARCEL SIZE	53 Acres
LOCATION	Southwest Corner of Avondale Blvd and Lower Buckeye Rd
PHYSICAL CHARACTERISTICS	A relatively flat, rectangular shaped property with frontage on Avondale Boulevard and Lower Buckeye Road.
EXISTING LAND USE	Agricultural/ Thorough Bred Farm
EXISTING ZONING	AG (Agricultural)
ZONING HISTORY	The property was annexed on April 17, 2006 and zoned AG. Rezoned to PAD on Sept. 5, 2006
DEVELOPMENT AGREEMENT	There are no development agreements on this property

SURROUNDING ZONING AND LAND USE	
NORTH	PAD – Del Rio Ranch (under construction)
EAST	County – Rural-43 Low Density Residential County – R1-6 RUPD Agricultural
SOUTH	County – Rural-43 Agricultural (Pylman Dairy)
WEST	County – Rural-43 Agricultural (Pylman Dairy)

GENERAL PLAN
The property is designated as Low Density Residential (1 – 2.5 du/ac), Medium Density Residential (2.5 – 4 du/ac), and Commercial (Neighborhood and Community Retail and Office).

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary and Tolleson Union High School
ELEMENTARY SCHOOL	Littleton Elementary
MIDDLE SCHOOL	Underdown Junior High
HIGH SCHOOL	La Joya Community High School

Exhibit C

STREETS	
Avondale Boulevard	
Classification	Arterial
Existing half street ROW	40 feet
Standard half street ROW	65 feet
Existing half street improvements	1 travel lane
Standard half street improvements	2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
Lower Buckeye Road	
Classification	Arterial
Existing half street ROW	33 feet
Standard half street ROW	65 feet
Existing half street improvements	1 travel lane
Standard half street improvements	2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
117th Avenue	
Classification	Collector
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.

UTILITIES
Water connections will be provided by existing 12-inch water lines in Lower Buckeye Road and Avondale Boulevard Wastewater is currently provided by an existing 18" sewer line in Lower Buckeye Road and a 30" sewer line in Avondale Boulevard.

Preliminary Plat
for
FLEMING FARMS
City of Avondale, Arizona

A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

STANDARD SYMBOLS

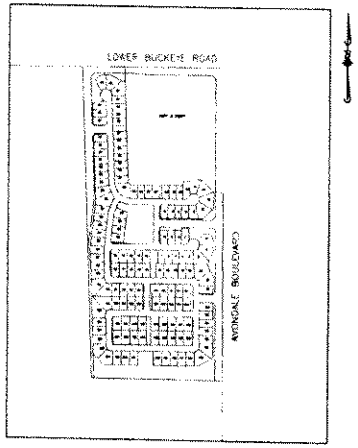
EXISTING | PROPOSED

CATV SYSTEM
FIBER OPTIC
FIRE MAN
WATER MAIN
GAS MAIN
SANITARY SEWER
WATER SERVICE
ELECTRIC
GAS
TELEPHONE
SANITARY MANHOLE
CLEANOUT
STORM MANHOLE
STORM INLET
SCUPPER
AIR VAC
HEADWALL
VALVE IN BOX
FIRE HYDRANT
HYDRANT REFLECTOR
AIR RELEASE VALVE
WATER METER
WATER CAP/BLOWOFF
STREET LIGHT
TOP OF CURB ELEVATION
GRADE OR SWALE
DIRECTION OF FLOW
OVERFLOW RELIEF RIDGE
1 FOOT CONTOURS
CURB AND GUTTER
DEPRESSED CURB AND GUTTER
SIDEWALK
ACCESSIBLE CURB RAMP
PROPERTY LINE
RIGHT-OF-WAY
MAIL BOX
TRAFFIC SIGNAL
POWER POLE
GUY WIRE
GAS VALVE
HANDHOLE
ELECTRICAL EQUIPMENT
TELEPHONE EQUIPMENT
CHAIN LINK FENCE
BRUSH/TREE LINE
DECIDUOUS TREE WITH TRUNK SIZE IN INCHES (TBR)
CONIFEROUS TREE WITH HEIGHT IN FEET (TBR)
RETAINING WALL
GRADE BREAK
MATCHLINE

ABBREVIATIONS

AC	ASPHALT CONCRETE	BC	BOTTOM OF CURB	SC	SAND CAST
AHD	AHEAD	BCR	BICYCLE RACK	SEC	SECTION
AV	AIR VALVE	BFL	BELOW FLOW LEVEL	SEC	SECTIONS
BAS	BLOW OFF ASSEMBLY	BM	BENCH MARK	SW	SOUTHWEST
BAS	BLOW OFF ASSEMBLY	BOP	BOTTOM OF PIPE	SDR	STANDARD DIMENSION RATIO
BH	BACK FLOW PREVENTER	CF	CUBIC FEET	SF	SQUARE FOOT
BM	BENCH MARK	CFS	CUBIC FEET PER SECOND	SF	SQUARE FEET
BO	BLOW OFF	CL	CENTERLINE	SMH	SANITARY MANHOLE
BS	BACK OF CURB SETBACK LINE	MAG	MARICOPA ASSOCIATION OF GOVERNMENTS	SD	STORM DRAIN
C	CURB	MCR	MARICOPA COUNTY RECORDS	STA	STATION
CB	CATCH BASIN	MAX	MAXIMUM	STD	STANDARD
CO	CLEANOUT	MIN	MINIMUM	SW	SIDEWALK
CONC	CONCRETE	N	NORTH	SWE	SIDEWALK EASEMENT
CP	CONCRETE PIPE	NL	NORTHERLY	SY	SQUARE YARDS
CPE	CONSTRUCTION EASEMENT	NW	NORTHWEST	TAN	TANGENT
CTV	CABLE TV	NTS	NOT TO SCALE	TC	TOP OF CURB
CUP	CORRUGATED METAL PIPE	P	PAVEMENT ELEVATION	TW	TOP OF WALK
DA	DRAINAGE AREA	PC	POINT OF CURVE	TF	TOP OF FOUNDATION
DB	DEED BOOK	PCC	POINT OF COMPOUND CURVE	TP	TOP OF PIPE
DCR	DEVELOPMENT CONTROL RETURN	PI	PRESENT INDEX	TEMP	TEMPORARY
DG	DIRECT BURIAL FIBER OPTIC GROUND	PRC	POINT OF REVERSE CURVE	TL	TRUE LENGTH
DI	DROP INLET	PROP	PROPOSED	TRW	TOP OF RETAINING WALL
DIP	DUCTILE IRON PIPE	PT	POINT OF TANGENCY	TYP	TYPICAL
DR	DRIVE	PUE	PUBLIC UTILITY EASEMENT	VB	VALVE BOX
DRW	DRAINAGE	PVC	POLYVINYL CHLORIDE	VCG	VERTICAL CURB AND GUTTER
E	EAST	R	RADIUS	VERT	VERTICAL
EA	EACH	RCP	REINFORCED CONCRETE PIPE	VG	VERTICAL GUTTER
EB	EAST BOUND	RD	ROAD	VNAE	VEHICULAR NON ACCESS EASEMENT
EC	END OF CURVE	RW	RIGHT-OF-WAY	WTE	WIDTH TRIANGLE EASEMENT
EL	ELEVATION	S	SOUTH	WE	WATER EASEMENT
ELEC	ELECTRIC	SAN	SANITARY SEWER	WM	WATER MAIN

SITE MAP



1"=500'

TOPOGRAPHY NOTE:

1. THE TOPOGRAPHY SURVEY FOR THIS PROJECT IS BASED ON A FIELD SURVEY PREPARED BY MANHARD CONSULTING,LTD. THAT WAS PERFORMED IN SEPTEMBER, 2005. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS.

BENCHMARK:

SITE BENCHMARK:
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HAND HOLE AT THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

ELEVATION = 978.94

BASIS OF BEARING:

BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, T1N, R1W, G&SRM. SAID LINE BEARING N 89° 43' 31" E.

Manhard Consulting, Ltd.

Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Environmental Scientists • Landscape Architects • Planners • Construction Managers
14500 North Hayden Road, Suite 340 • Scottsdale, AZ 85260 • 480-946-5550 • 480-946-5599 FX • www.manhard.com

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CROSS SECTIONS AND TRACTS
3	PRELIMINARY GRADING AND DRAINAGE

NOTES:

1. ALL P.U.E. AND ACCESS EASEMENTS TO BE PROVIDED TO THE CITY OF AVONDALE AND UTILITY COMPANIES ON THE FINAL PLAT.

2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 04013C2095F DATED SEPTEMBER 30, 2005, THE SUBJECT PROPERTY IS LOCATED IN ZONE X. ZONE X IS DESCRIBED AS: "AREAS OF 500 YR FLOOD; AREAS OF 100YR FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100 YR. FLOOD".

3. ALL STREETS ARE PUBLIC, ALL STREETS TO BE BUILT TO CITY OF AVONDALE STANDARDS.

4. OPEN SPACE SHALL BE MAINTAINED BY H.O.A.

5. ALL SIGNAGE FOR THE SUBDIVISION WILL BE OWNED AND MAINTAINED BY THE H.O.A.

6. PROSPECTIVE HOMEBUYERS SHALL BE INFORMED BY AFFIDAVIT, CC&R'S AND POSTED NOTICE IN THE MODEL HOME SALES OFFICE OF THE FOLLOWING CONDITIONS:

   A. PARCELS ZONED FOR FUTURE COMMERCIAL USE ARE LOCATED ON THE NORTHWEST CORNER, THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF LOWER BUCKEYE ROAD AND AVONDALE BOULEVARD.
   B. RUDD SUBSTATION IS LOCATED WITHIN ½ MILE OF THE SITE. 230 KV POWER LINES EXIST ALONG THE SOUTHERN BOUNDARY OF THE SITE. ADDITIONAL 69 KV POWER LINES ARE PLANNED IN THAT SAME LOCATION.
   C. AN EXISTING DAIRY FARM IS LOCATED WEST OF AND ADJACENT TO THE SITE.
   D. THE DEVELOPMENT IS LOCATED IN THE FUTURE STATE ROUTE 801 STUDY AREA.
   E. A PUBLIC SAFETY FACILITY IS LOCATED ON THE NORTHWEST CORNER OF AVONDALE BOULEVARD AND DURANGO STREET.
   F. LA JOYA HIGH SCHOOL IS LOCATED WITHIN ½ MILE OF THE SITE.

7. PROSPECTIVE HOMEBUYERS SHALL BE INFORMED BY AFFIDAVIT OF THE PROXIMITY OF PHOENIX INTERNATIONAL RACEWAY (PIR). A MAP SHOWING THE LOCATION OF PIR IN RELATION TO THE SUBDIVISION, AND THE PRIMARY ROUTES USED BY EVENT TRAFFIC, SHALL BE PROMINENTLY DISPLAYED IN THE MODEL HOME SALES OFFICE. A NOTE STATING THAT THE SUBDIVISION IS LOCATED WITHIN THREE (3) MILES OF PIR SHALL BE SHOWN ON THE FINAL PLAT AND THE CC&R'S RECORDED FOR THE SUBDIVISION.

EXISTING ZONING

FLEMING FARMS P.A.D.

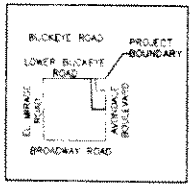
LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, A CITY OF AVONDALE BRASS CAP FLUSH, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE, BEARS SOUTH 89°43'31" WEST (BASIS OF BEARING), A DISTANCE OF 2653.33 FEET;

THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 89°43'31" WEST, A DISTANCE OF 862.96 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°16'28" EAST, A DISTANCE OF 33.00 FEET, TO THE SOUTH LINE OF THE NORTH 33.00 FEET OF SAID SECTION, BEING ALSO THE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTH LINE, SOUTH 02°06'32" EAST, A DISTANCE OF 952.70 FEET;
THENCE SOUTH 46°21'04" EAST, A DISTANCE OF 24.28 FEET;
THENCE NORTH 89°44'19" EAST, A DISTANCE OF 465.55 FEET;
THENCE NORTH 00°15'41" WEST, A DISTANCE OF 38.61 FEET;
THENCE NORTH 89°44'19" EAST, A DISTANCE OF 63.00 FEET;
THENCE NORTH 00°15'41" WEST, A DISTANCE OF 13.39 FEET;
THENCE NORTH 89°44'19" EAST, A DISTANCE OF 103.76 FEET;
THENCE SOUTH 44°26'28" EAST, A DISTANCE OF 142.85 FEET;
THENCE NORTH 89°44'19" EAST, A DISTANCE OF 50.00 FEET, TO THE WEST LINE OF THE EAST 33.00 FEET OF SAID SECTION;
THENCE ALONG SAID WEST LINE, SOUTH 00°15'41" EAST, A DISTANCE OF 1589.74 FEET;
THENCE LEAVING SAID WEST LINE, NORTH 89°57'01" WEST, A DISTANCE OF 1116.13 FEET;
THENCE NORTH 02°06'32" WEST, A DISTANCE OF 2608.26 FEET, TO SAID SOUTH LINE;

VICINITY MAP



1"=5000'

UTILITIES

UTILITY	PROVIDER
WATER	CITY OF AVONDALE
SEWER	CITY OF AVONDALE
ELECTRIC	SALT RIVER PROJECT
TELEPHONE	QWEST COMMUNICATIONS
GAS	SOUTHWEST GAS
TRASH	CITY OF AVONDALE
CABLE	COX COMMUNICATIONS

CITY OF AVONDALE
JAN 6 2007
PLANNING DIVISION

CITY OF AVONDALE			
REVIEW AND RECOMMENDED APPROVAL BY			
FIRE DEPT		GRADING & DRAINAGE	
LANDSCAPING & PLANNING		WATER & SEWER	
TRAFFIC		PAVING	
APPROVED BY:			
PROJECT REVIEW SR. ENGINEER		DATE	

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

OWNER/DEVELOPER:
EVERGREEN-AVONDALE & LOWER BUCKEYE, L.L.C.
2320 E. CAMELBACK RD.
SUITE 410
PHOENIX, ARIZONA 85016
CONTACT: MATT BLITCHER
PH: 602-508-8500
FAX: 602-508-9132

CIVIL ENGINEERS:
MANHARD CONSULTING, LTD.
14500 NORTH HAYDEN ROAD
SUITE 340
SCOTTSDALE, ARIZONA 85260
CONTACT: SCOTT LINDQUIST, P.E.
PH: 480-946-5550 x8473
FAX: 480-946-5599

Manhard Consulting, Ltd.

Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Environmental Scientists • Landscape Architects • Planners • Construction Managers

FLEMING FARMS
AVONDALE, ARIZONA
TITLE SHEET

SHEET 1 OF 3

EXHIBIT D

FLEMING FARMS TRACT SUMMARY TABLE			
TRACT	AREA	PURPOSE	
A	0.47 AC	O.S.	ACTIVE OPEN SPACE - DRAINAGEWAY
B	0.17 AC	O.S.	
C	0.17 AC	O.S.	
D	0.40 AC	O.S.	
E	0.06 AC	O.S.	
F	0.07 AC	O.S.	ACTIVE OPEN SPACE
G	0.40 AC	O.S.	ACTIVE OPEN SPACE
H	0.63 AC	O.S.	
I	0.21 AC	O.S.	
J	0.21 AC	O.S.	
K	0.21 AC	O.S.	
L	0.21 AC	O.S.	
M	0.21 AC	O.S.	ACTIVE OPEN SPACE - RETENTION
N	0.21 AC	O.S.	
O	0.21 AC	O.S.	
P	0.21 AC	O.S.	
Q	0.21 AC	O.S.	
R	0.21 AC	O.S.	
S	0.21 AC	O.S.	
T	0.21 AC	O.S.	ACTIVE OPEN SPACE
U	0.21 AC	O.S.	
V	0.21 AC	O.S.	
W	0.21 AC	O.S.	
X	0.21 AC	O.S.	
Y	0.21 AC	O.S.	ACTIVE OPEN SPACE - DRAINAGEWAY
Z	0.21 AC	O.S.	
AA	0.21 AC	O.S.	
TOTAL AVERAGE	3.94		SEE ACTIVE OPEN SPACE RESTRICTION

LOT NUMBER	LOT AREA	LOT WIDTH	ZONING
1	8245.00	0.19	S.F.R. 68' MIN WIDTH
2	8245.00	0.19	S.F.R. 68' MIN WIDTH
3	8245.00	0.19	S.F.R. 68' MIN WIDTH
4	8245.00	0.19	S.F.R. 68' MIN WIDTH
5	8245.00	0.19	S.F.R. 68' MIN WIDTH
6	8245.00	0.19	S.F.R. 68' MIN WIDTH
7	8245.00	0.19	S.F.R. 68' MIN WIDTH
8	8245.00	0.19	S.F.R. 68' MIN WIDTH
9	8245.00	0.19	S.F.R. 68' MIN WIDTH
10	8245.00	0.19	S.F.R. 68' MIN WIDTH
11	8245.00	0.19	S.F.R. 68' MIN WIDTH
12	8245.00	0.19	S.F.R. 68' MIN WIDTH
13	8245.00	0.19	S.F.R. 68' MIN WIDTH
14	8245.00	0.19	S.F.R. 68' MIN WIDTH
15	8245.00	0.19	S.F.R. 68' MIN WIDTH
16	8245.00	0.19	S.F.R. 68' MIN WIDTH
17	8245.00	0.19	S.F.R. 68' MIN WIDTH
18	8245.00	0.19	S.F.R. 68' MIN WIDTH
19	8245.00	0.19	S.F.R. 68' MIN WIDTH
20	8245.00	0.19	S.F.R. 68' MIN WIDTH
21	8245.00	0.19	S.F.R. 68' MIN WIDTH
22	8245.00	0.19	S.F.R. 68' MIN WIDTH
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24	8245.00	0.19	S.F.R. 68' MIN WIDTH
25	8245.00	0.19	S.F.R. 68' MIN WIDTH
26	8245.00	0.19	S.F.R. 68' MIN WIDTH
27	8245.00	0.19	S.F.R. 68' MIN WIDTH
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29	8245.00	0.19	S.F.R. 68' MIN WIDTH
30	8245.00	0.19	S.F.R. 68' MIN WIDTH
31	8245.00	0.19	S.F.R. 68' MIN WIDTH
32	8245.00	0.19	S.F.R. 68' MIN WIDTH
33	8245.00	0.19	S.F.R. 68' MIN WIDTH
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37	8245.00	0.19	S.F.R. 68' MIN WIDTH
38	8245.00	0.19	S.F.R. 68' MIN WIDTH
39	8245.00	0.19	S.F.R. 68' MIN WIDTH
40	8245.00	0.19	S.F.R. 68' MIN WIDTH
41	8245.00	0.19	S.F.R. 68' MIN WIDTH
42	8245.00	0.19	S.F.R. 68' MIN WIDTH
43	8245.00	0.19	S.F.R. 68' MIN WIDTH
44	8245.00	0.19	S.F.R. 68' MIN WIDTH
45	8245.00	0.19	S.F.R. 68' MIN WIDTH
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49	8245.00	0.19	S.F.R. 68' MIN WIDTH
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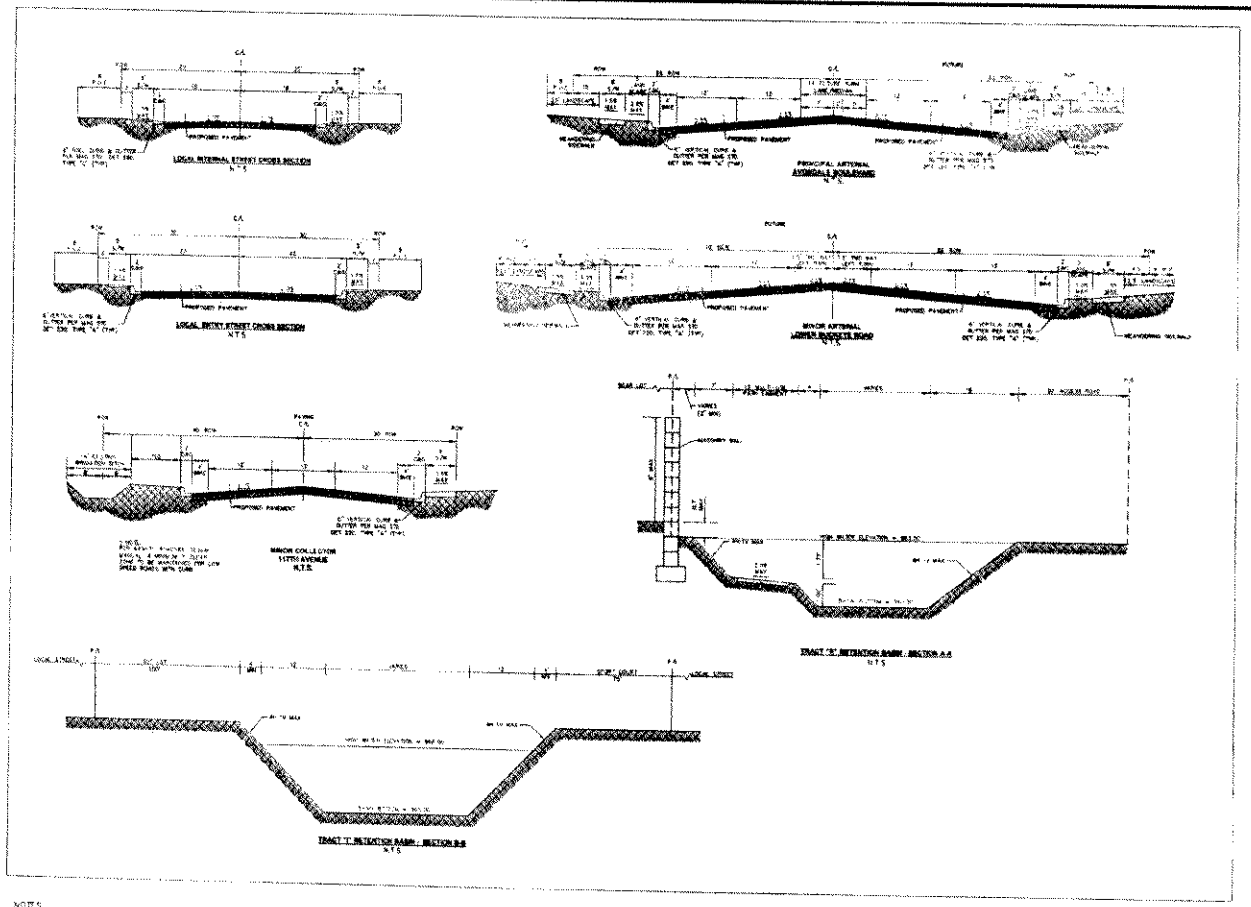
51	8245.00	0.19	S.F.R. 68' MIN WIDTH
52	8245.00	0.19	S.F.R. 68' MIN WIDTH
53	8245.00	0.19	S.F.R. 68' MIN WIDTH
54	8245.00	0.19	S.F.R. 68' MIN WIDTH
55	8245.00	0.19	S.F.R. 68' MIN WIDTH
56	8245.00	0.19	S.F.R. 68' MIN WIDTH
57	8245.00	0.19	S.F.R. 68' MIN WIDTH
58	8245.00	0.19	S.F.R. 68' MIN WIDTH
59	8245.00	0.19	S.F.R. 68' MIN WIDTH
60	8245.00	0.19	S.F.R. 68' MIN WIDTH
61	8245.00	0.19	S.F.R. 68' MIN WIDTH
62	8245.00	0.19	S.F.R. 68' MIN WIDTH
63	8245.00	0.19	S.F.R. 68' MIN WIDTH
64	8245.00	0.19	S.F.R. 68' MIN WIDTH
65	8245.00	0.19	S.F.R. 68' MIN WIDTH
66	8245.00	0.19	S.F.R. 68' MIN WIDTH
67	8245.00	0.19	S.F.R. 68' MIN WIDTH
68	8245.00	0.19	S.F.R. 68' MIN WIDTH
69	8245.00	0.19	S.F.R. 68' MIN WIDTH
70	8245.00	0.19	S.F.R. 68' MIN WIDTH
71	8245.00	0.19	S.F.R. 68' MIN WIDTH
72	8245.00	0.19	S.F.R. 68' MIN WIDTH
73	8245.00	0.19	S.F.R. 68' MIN WIDTH
74	8245.00	0.19	S.F.R. 68' MIN WIDTH
75	8245.00	0.19	S.F.R. 68' MIN WIDTH
76	8245.00	0.19	S.F.R. 68' MIN WIDTH
77	8245.00	0.19	S.F.R. 68' MIN WIDTH
78	8245.00	0.19	S.F.R. 68' MIN WIDTH
79	8245.00	0.19	S.F.R. 68' MIN WIDTH
80	8245.00	0.19	S.F.R. 68' MIN WIDTH
81	8245.00	0.19	S.F.R. 68' MIN WIDTH
82	8245.00	0.19	S.F.R. 68' MIN WIDTH
83	8245.00	0.19	S.F.R. 68' MIN WIDTH
84	8245.00	0.19	S.F.R. 68' MIN WIDTH
85	8141.85	0.18	S.F.R. 68' MIN WIDTH
86	8554.82	0.21	S.F.R. 68' MIN WIDTH
87	11368.17	0.26	S.F.R. 63' MIN WIDTH
88	8221.76	0.19	S.F.R. 63' MIN WIDTH
89	7830.00	0.18	S.F.R. 63' MIN WIDTH
90	7830.00	0.18	S.F.R. 63' MIN WIDTH
91	7830.00	0.18	S.F.R. 63' MIN WIDTH
92	7830.00	0.18	S.F.R. 63' MIN WIDTH
93	7830.00	0.18	S.F.R. 63' MIN WIDTH
94	7830.00	0.18	S.F.R. 63' MIN WIDTH
95	7830.00	0.18	S.F.R. 63' MIN WIDTH
96	7830.00	0.18	S.F.R. 63' MIN WIDTH
97	7830.00	0.18	S.F.R. 63' MIN WIDTH
98	7830.00	0.18	S.F.R. 63' MIN WIDTH
99	13963.54	0.32	S.F.R. 63' MIN WIDTH
100	7858.64	0.18	S.F.R. 68' MIN WIDTH
101	7830.00	0.18	S.F.R. 68' MIN WIDTH
102	7830.00	0.18	S.F.R. 68' MIN WIDTH
103	7932.4	0.18	S.F.R. 68' MIN WIDTH
104	7830.00	0.18	S.F.R. 68' MIN WIDTH
105	7830.00	0.18	S.F.R. 68' MIN WIDTH
106	7830.00	0.18	S.F.R. 73' MIN WIDTH
107	7830.00	0.18	S.F.R. 73' MIN WIDTH
108	7830.00	0.18	S.F.R. 73' MIN WIDTH
109	8246.99	0.19	S.F.R. 73' MIN WIDTH
110	8296.00	0.19	S.F.R. 73' MIN WIDTH
111	8160.00	0.19	S.F.R. 73' MIN WIDTH
112	8160.00	0.19	S.F.R. 73' MIN WIDTH
113	8199.45	0.19	S.F.R. 73' MIN WIDTH
114	10667.28	0.25	S.F.R. 73' MIN WIDTH
115	12533.53	0.29	S.F.R. 73' MIN WIDTH
116	8118.87	0.20	S.F.R. 73' MIN WIDTH
117	8160.00	0.20	S.F.R. 73' MIN WIDTH
118	8160.00	0.20	S.F.R. 73' MIN WIDTH
119	8160.00	0.20	S.F.R. 73' MIN WIDTH
120	8160.00	0.20	S.F.R. 73' MIN WIDTH
121	8199.43	0.20	S.R.R. 68' MIN WIDTH
122	8199.04	0.20	S.R.R. 68' MIN WIDTH
123	8108.06	0.20	S.R.R. 68' MIN WIDTH
124	12524.18	0.29	S.R.R. 68' MIN WIDTH
125	10898.75	0.25	S.R.R. 68' MIN WIDTH
126	8319.29	0.20	S.R.R. 68' MIN WIDTH
127	8160.00	0.20	S.R.R. 68' MIN WIDTH
128	8138.29	0.20	S.R.R. 68' MIN WIDTH
129	14835.85	0.34	S.R.R. 68' MIN WIDTH
130	9644.34	0.21	S.F.R. 73' MIN WIDTH
131	8163.00	0.20	S.F.R. 73' MIN WIDTH
132	8160.00	0.20	S.F.R. 73' MIN WIDTH
133	8160.00	0.20	S.F.R. 73' MIN WIDTH
134	8160.00	0.20	S.F.R. 73' MIN WIDTH
135	8160.00	0.20	S.F.R. 73' MIN WIDTH
136	8160.00	0.20	S.F.R. 73' MIN WIDTH
137	8160.00	0.20	S.F.R. 73' MIN WIDTH
138	8807.50	0.20	S.F.R. 73' MIN WIDTH
139	8807.50	0.20	S.F.R. 73' MIN WIDTH
140	8160.00	0.20	S.F.R. 73' MIN WIDTH
141	8160.00	0.20	S.F.R. 73' MIN WIDTH
142	8160.00	0.20	S.F.R. 73' MIN WIDTH
143	8160.00	0.20	S.F.R. 73' MIN WIDTH
144	8160.00	0.20	S.F.R. 73' MIN WIDTH
145	8160.00	0.20	S.F.R. 73' MIN WIDTH
146	8160.00	0.20	S.F.R. 73' MIN WIDTH
147	8160.54	0.20	S.F.R. 73' MIN WIDTH
TOTAL AVERAGE		28.13	



NOTES

1.) FRONT YARD SETBACKS MAY BE REDUCED BY 5 FEET IN ACCORDANCE WITH AVONDALE ZONING ORDINANCE SECTION 202(H)(3)(D) WHERE SIDE ENTRY GARAGES ARE USED OR WHERE GARAGES ARE RECESSED A MINIMUM OF FIVE(5) FEET BEHIND THE LIVING AREAS OF THE UNITS.

2.) ENCROACHMENTS INTO THE FRONT SETBACKS UP TO 5 FEET SHALL BE PERMITTED FOR FRONT PORCHES.

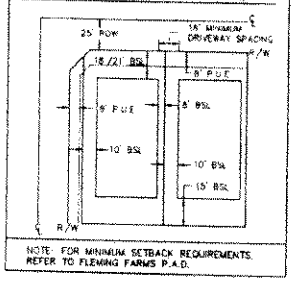
3.) FRONT SETBACKS SHALL BE STAGGERED AT 18'/21' WITH NO MORE THAN TWO ADJACENT HOMES HAVING THE SAME SETBACK.

4.) TWO STORY HOMES SHALL NOT BE LOCATED ON ADJACENT LOTS ALONG AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD.

5.) DUE TO THE INCLUSION OF LANDSCAPED TRACTS ADJACENT TO EACH CORNER LOT, ONLY TRADITIONAL SIDE YARD SETBACKS APPLY.

LAND USE PLAN			
MINIMUM LOT SIZE	MINIMUM LOT AREA	NUMBER OF LOTS	PERCENT OF TOTAL LOTS
63' X 115'	7,245 SF	57	38.8%
68' X 115'	7,820 SF	57	38.8%
73' X 115'	8,395 SF	33	22.4%
TOTAL		147	100%

TYPICAL LOT DETAIL (ALL LOT WIDTHS)



NOTE: FOR MINIMUM SETBACK REQUIREMENTS, REFER TO FLEMING FARMS P.A.D.

ONSITE DATA TABLE		
TOTAL GROSS SITE AREA	=	52.61 AC
ARTERIAL ROW	=	2.84 AC
TOTAL NET SITE AREA	=	49.97 AC
GROSS RESIDENTIAL AREA	=	49.97 AC
TOTAL RESIDENTIAL LOTS	=	147 LOTS
RESIDENTIAL DENSITY	=	2.94 DU / AC
LOCAL STREET ROW	=	11.29 AC
LANDSCAPING AND OPEN SPACE	=	9.56 AC
NET RESIDENTIAL AREA	=	29.12 AC

GENERAL SITE ZONING TABLE	
	RESIDENTIAL
SETBACKS	
FRONT	18' OR 21'
REAR	15'
SIDE	8' OR 10'
STREET SIDE	10'
MAX BUILDING HEIGHT	30'
MAX BUILDING COVERAGE	50%

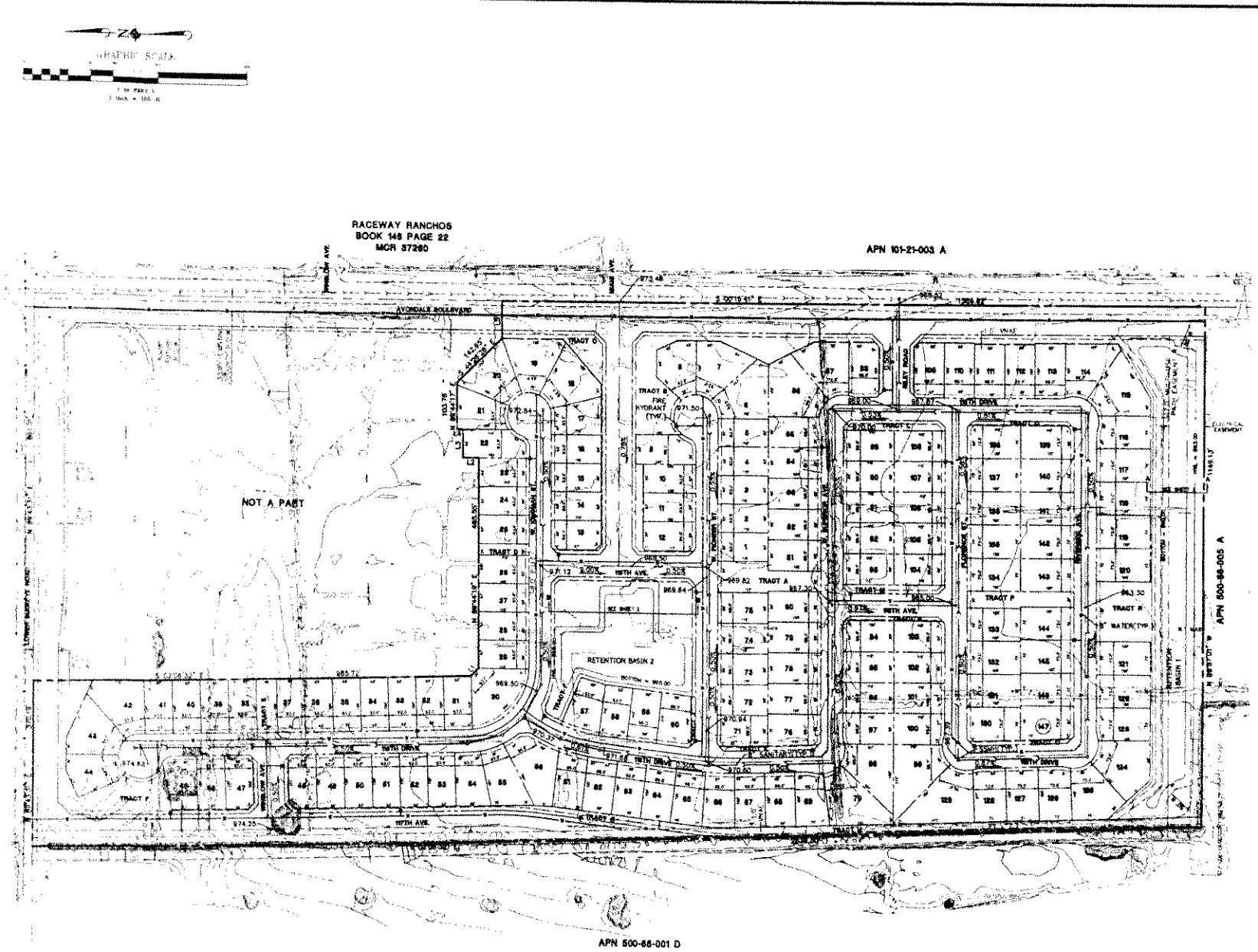
Manhard Consulting, Ltd.

Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Environmental Scientists • Landscape Architects • Planners • Construction Managers
7500 North Dreamy Draw Drive, Suite 200 • Phoenix, AZ 85020 • 602.243.1000 • 602.943.7462 • www.manhard.com

FLEMING FARMS
AVONDALE, ARIZONA
CROSS SECTIONS AND TRACTS

DATE	3/30/07
SCALE	N.T.S.
SHEET	2 of 3
ECLAVA	D80678

PRELIMINARY NOT FOR CONSTRUCTION

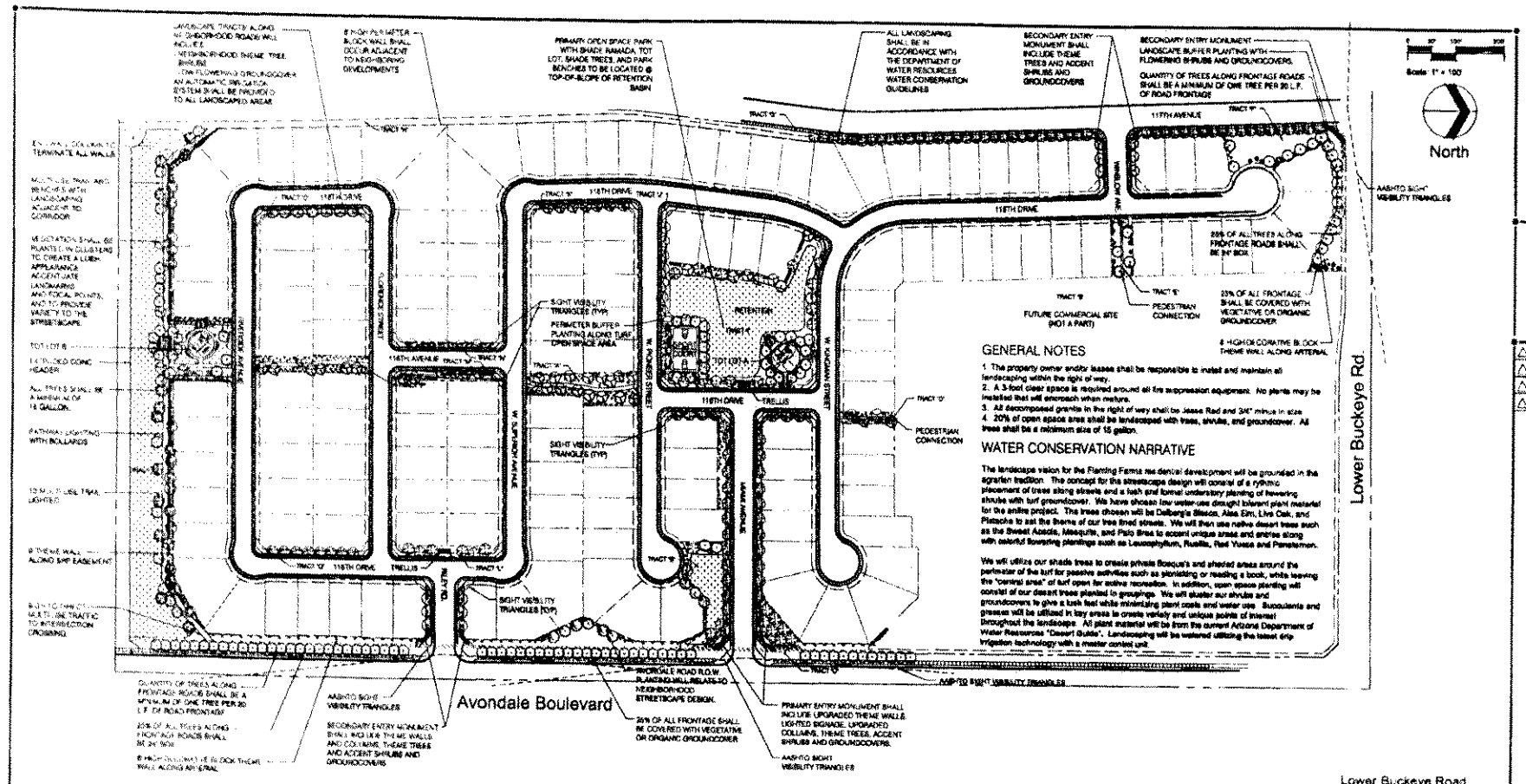


Manhard Consulting, Ltd.

FLEMING FARMS
AVONDALE, ARIZONA
PRELIMINARY GRADING AND DRAINAGE

SHEET 3 of 3

PRELIMINARY NOT FOR CONSTRUCTION



GENERAL NOTES

1. The property owner and/or lessee shall be responsible to install and maintain all landscaping within the right of way.
2. A 3-foot clear space is required around all fire suppression equipment. No plants may be installed that will encroach when mature.
3. All decomposed granite in the right of way shall be Jesse Red and 3/4" minus in size.
4. 20% of open space area shall be landscaped with trees, shrubs, and groundcover. All trees shall be a minimum size of 15 gallon.

WATER CONSERVATION NARRATIVE

The landscape vision for the Fleming Farms residential development will be grounded in the agrarian tradition. The concept for the streetscape design will consist of a rythmic placement of trees along streets and a lush and formal understory planting of flowering shrubs with turf groundcover. We have chosen low water-use drought tolerant plant material for the entire project. The trees chosen will be Delbanq's Sieace, Alaska Elm, Live Oak, and Pistache to set the theme of our tree lined streets. We will then use native desert trees such as the Sweet Acacia, Mesquite, and Palo Brea to accent unique areas and entries along with colorful flowering plantings such as Leucophyllum, Ruellia, Red Yucca and Penstemon.

We will utilize our shade trees to create private Bosque's and shaded areas around the perimeter of the turf for passive activities such as picnicking or reading a book, while leaving the "central area" of turf open for active recreation. In addition, open space planting will consist of our desert trees planted in groupings. We will cluster our shrubs and groundcovers to give a lush feel while minimizing plant costs and water use. Succulents and grasses will be utilized in key areas to create variety and unique points of interest throughout the landscape. All plant material will be from the current Arizona Department of Water Resources "Desert Guide". Landscaping will be watered utilizing the latest drip irrigation technology with a master control unit.

PLANT LEGEND

SYMBOL	BOTANICAL / COMMON NAME	SIZE
TREES		
	[illegible]	[illegible]
SHRUBS		
	[illegible]	[illegible]
ACCENTS		
	[illegible]	[illegible]
GROUNDCOVER		
	[illegible]	[illegible]
PERENNIALS		
	[illegible]	[illegible]

NOTE:
ALL TREES IN SIGHT LINES SHALL CONFORM TO AASHTO VISIBILITY TRIANGLES ON ALL ARTERIAL CONNECTIONS

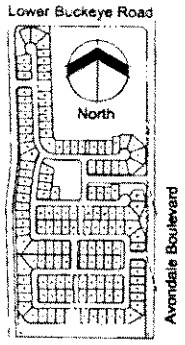
FLEMING FARMS TRACT IN BRIEFY TABLE

TRACT	SQ. FT.	ACRES	PURPOSE
A	13,457.76	0.31	L.S.E. ACTIVE OPEN SPACE, DRAINAGEWAY
B	42,347.82	0.83	L.S.E.
C	14,153.71	0.32	L.S.E.
D	2,053.40	0.05	L.S.E. ACTIVE OPEN SPACE
E	5,545.30	0.13	L.S.E. ACTIVE OPEN SPACE
F	26,463.47	0.66	L.S.E.
G	11,553.20	0.27	L.S.E.
H	28,785.70	0.61	L.S.E.
I	85,076.52	1.99	L.S.E. ACTIVE OPEN SPACE, RETENTION
J	1,066.27	0.02	L.S.E.
K	3,108.93	0.05	L.S.E.
L	6,055.60	0.12	L.S.E.
M	4,103.00	0.10	L.S.E. ACTIVE OPEN SPACE
N	2,103.01	0.05	L.S.E.
O	3,168.08	0.08	L.S.E.
P	6,331.06	0.20	L.S.E. ACTIVE OPEN SPACE, DRAINAGEWAY
Q	3,303.03	0.08	L.S.E.
R	160,211.07	3.68	L.S.E. ACTIVE OPEN SPACE, RETENTION
TOTAL ACREAGE:	416,886.66	9.58	

Active/Passive Open Space
Active: O.S. 385,673.01 S.F. 8.84 Ac.
Passive: O.S. 135,413.84 S.F. 3.12 Ac.

MEDIANS / NOTES

Right of way for [illegible]	[illegible]	[illegible]
P. Trees, 1 per 30 L.F. of street frontage	[illegible]	[illegible]
Shrubs, 5 per 30 L.F. of street frontage	[illegible]	[illegible]
H. Shrub and Groundcover meet [illegible]	[illegible]	[illegible]
Parking space plantings		
1 trees, 1 per 10 parking spaces	[illegible]	[illegible]
Homeowner Buffer planting		
A. Trees, 1 per 30 feet of commercial frontage	[illegible]	[illegible]
Approved planting requirements (PAD's, Zoning, etc.)		
Trees	[illegible]	[illegible]
Total commercial street [illegible]	[illegible]	[illegible]
Total commercial open space provided (PAD or Up)	[illegible]	[illegible]
Total Trees (Shrubs)	[illegible]	[illegible]
Total [illegible]	[illegible]	[illegible]
Total [illegible]	[illegible]	[illegible]
Total Shrubs (S.)	[illegible]	[illegible]
Total Shrub Volume	[illegible]	[illegible]



Location Map

CITY OF AVONDALE
JUN 6 2007
PLANNING DIVISION

FLEMING FARMS

RESIDENTAIL DEVELOPMENT
AVONDALE, ARIZONA

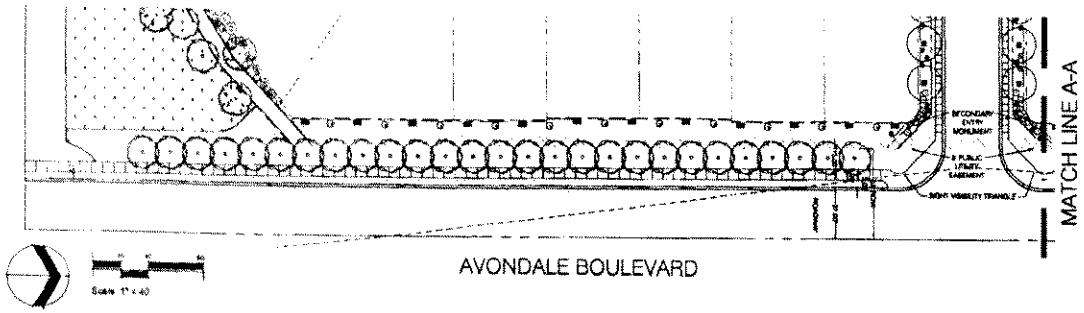
EVERGREEN

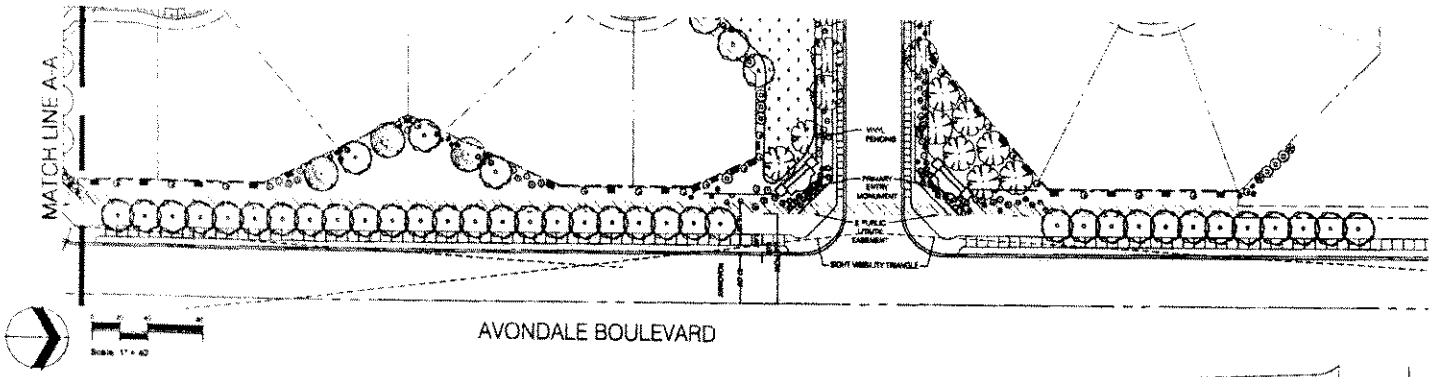
CONCEPTUAL LANDSCAPE PLAN

RJP
STAFF
DJC
03/12/07
50083-16

L-1

EXHIBIT E

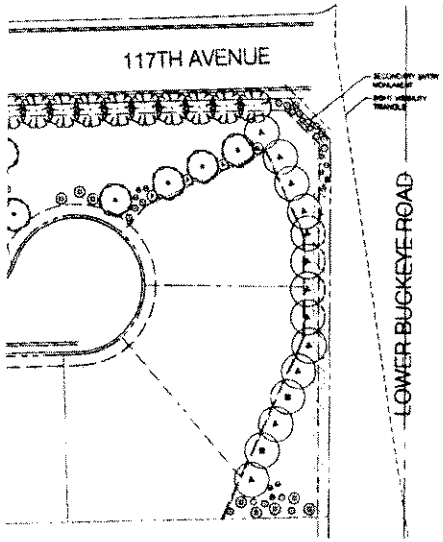


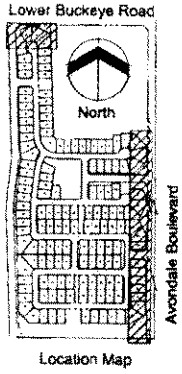


NOTE:
ALL TREES IN SIGHT LINES SHALL CONFORM TO AASHTO VISIBILITY TRIANGLES ON ALL ARTERIAL CONNECTIONS.

PLANT LEGEND

SYMBOL	BOTANICAL / COMMON NAME	SIZE
TREES		
	ACACIA FARNESIANA SWEET ACACIA	24" BOX
	JACARANDA MIMOSIFOLIA PALO VERDE	15 GAL
	DALBERGIA SISSOO INDIAN TIMBER	24" BOX
	CHILOPSIS LINEARIS DESERT WILLOW	24" BOX
	PITHECOLOBIUM DULCE MEXICAN PARACHUTE	24" BOX
	QUERCUS WISLIZENII SOUTHERN LIVE OAK	24" BOX
	ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX
SHRUBS		
	BOUGAINVILLEA B. KARST B. KARST BOUGAINVILLEA	5 GAL
	CASSIA PHYLLODINA VELLOW BUSH OF NAROOMI	5 GAL
	CALLIANDRA MARICOPA RED MARICOPA RED CALLIANDRA	5 GAL
	MYRTLE COMMUNIS COMMON MYRTLE	5 GAL
	CALLISTEMON C. LITTLE JOHN DWARF BOTTLE BRUSH	5 GAL
	DALEA FRUTESCENS BLACK DALEA	5 GAL
	DODONAEA VISCOSA PURPUREA PURPLE HOPSEED	5 GAL
	WEIGELA FLORIDA YELLOW OLEANDER	5 GAL
	LEUCOPHYLLUM LANGMANIAE CHIHUAHUAN SAGE	5 GAL
	SALVIA CLEVELANDII CHAPARRAL SAGE	5 GAL
	LEUCOPHYLLUM FRUTESCENS LYNNE LEUCO SAGE	5 GAL
SHRUBS		
	YUCCA FILAMENTOSA GOLDEN EYE	5 GAL
	HAPLOPAPPUS ACACIA PURPLE LILAC	5 GAL
	PYRACANTHA COCCINEA VICTORY VICTORY PYRACANTHA	5 GAL
	RUELLIA BRITTONIANA PURPLE RUELLIA	5 GAL
	RUELLIA BRITTONIANA CH DS PINK RUELLIA	5 GAL
	RUELLIA BRITTONIANA NATIVE PURPLE DWARF RUELLIA	5 GAL
	SUEDELEA MARITIMA/FOLIA BUTTERFLY BUSH	5 GAL
	SOPHORA SECUNDIFLORA MESCAL BEAN	5 GAL
	TECOMA STANS VAR. ANGUSTIFOLIA ARIZONA YELLOW BELLS	5 GAL
ACCENTS		
	AGAVE ATTENUATA FOXTAIL AGAVE	5 GAL
	AGAVE AMERICANA VAR. MEDIO PICTA VARIGATED AGAVE	5 GAL
	EUPHORBIA BOLINGLOBA GOPHER PLANT	5 GAL
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL
	MUHLENBERGIA CAPILLARIS REGAL MIST	5 GAL
	MUHLENBERGIA RIGENS DEER GRASS	5 GAL
	YUCCA RECURVIFOLIA SPANISH YUCCA	5 GAL
PERENNIALS		
	BAILEYA MULTIRADIATA DESERT MARIGOLD	1 GAL
	HYMENOXYS ACAULIS ANGELITA DAISY	1 GAL
	PENSTEMON PARRYI PARRYS PENSTEMON	1 GAL
GROUNDCOVER		
	ACACIA REDOLENS DESERT CARPET ACACIA	5 GAL
	BACCHARIS HYBRID STARN	5 GAL
	CHRYSACTINIA MEXICANA DAHLIANITA	1 GAL
	CONVOLVULUS CNEORUM SILVER MORNING GLORY	5 GAL
	GAZIA GREGGII TRAILING INDIGO BUSH	5 GAL
	LANTANA SP. TRAILING LANTANA	1 GAL
	ROSMARINUS OFFICINALIS DWARF MAGNOLIA	1 GAL
	ROSMARINUS OFFICINALIS TRAILING ROSEMARY	5 GAL
	VERBENA PERUVIANA PERUVIAN VERBENA	1 GAL
	WEDELIA TRILOBATA YELLOW DOTS	1 GAL
	TURF CYNODON DACTYLON CELEBRATION	





Location Map

FLEMING FARMS

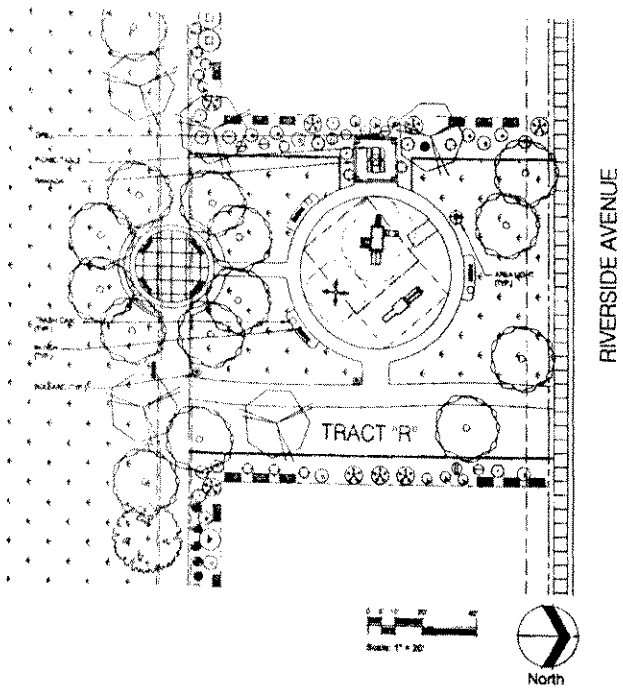
RESIDENTIAL DEVELOPMENT
AVONDALE, ARIZONA

EVERGREEN

ARTERIAL ROADWAY STREETSCAPE

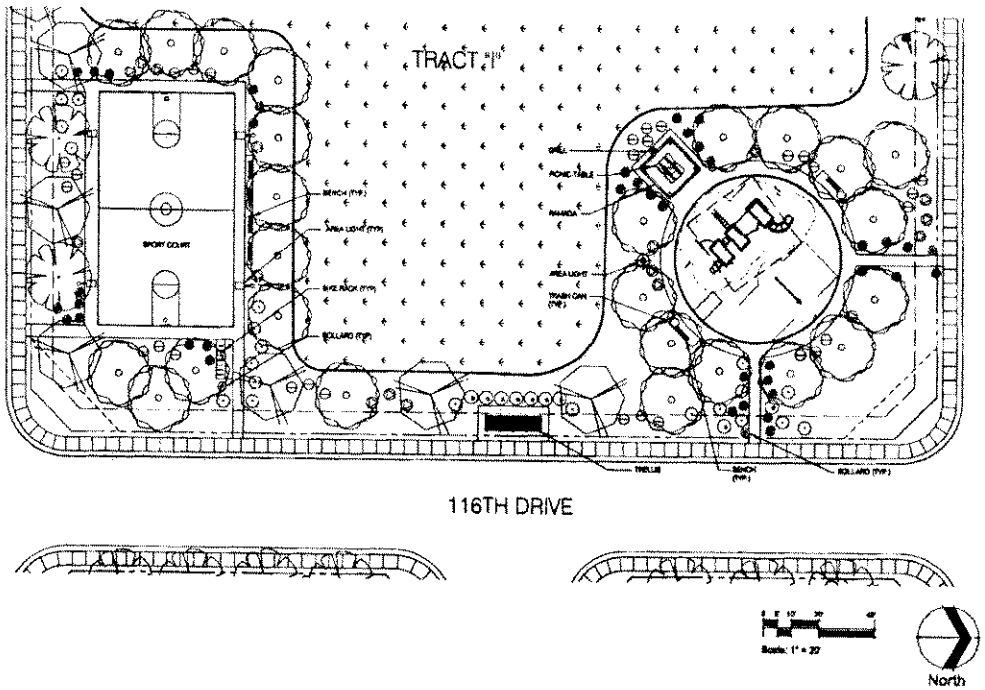
DRAWN BY: RP
CHECKED BY: STAFF
APPROVED BY: DJC
DATE: 93/12/07
PROJECT NUMBER: 93083-1a

L-2



TOT LOT B
(Ages 2-5)

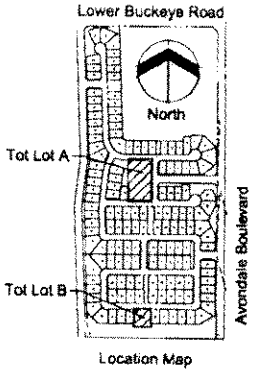
Model	Description	Qty
	CUSTOM DESIGN 30353AZ - AGES 2 TO 5 ACCOMODATES 25 TO 30 CHILDREN	
7145109	RECT OPEN DECK (ATTACHES TO 6 POSTS) MT II	1
714552	5" OD X 138" POST (3' TO 5' DECKS)	2
714573	5" OD X 168" POST FOR ROOF (3'6"-5' DECK)	4
714706	5' SIDE-BY-SIDE SLIDE W/CANOPY (3' DECK)	1
71475734	45 DEG SLOPED CLIMBING WALL (3' & 4' DECK)	1
714787	TOT ROCK CLIMBER (3' DECK)	1
71485139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1
7148662	TRIPLE PLAY ROOF, MID-MID	1
7148951	BARN WALL PANEL	2
71489538	BARN WINDOW PANEL (BELOW DECK)	2
926	FOUR-WAY ANIMAL HOP	1
N/A	JENNINGS TRACTOR	1



TOT LOT A & SPORT COURT
(Ages 5-12)

Model	Description	Qty
	CUSTOM DESIGN 30353AZ - AGES 5 TO 12 ACCOMODATES 45 TO 50 CHILDREN	
7145109	RECT OPEN DECK (ATTACHES TO 6 POSTS) MT II	3
714720	OUTRIGGER CLIMBER (5 & 5'6" DECK)	1
71475845	FOSSIL BLUFF CLIMBER (5' SQUARE DECK)	2
7147831	CRITTER PUZZLE PANEL	1
714808	CLIMBING POLE (3', 5' OR 6'6" DECK)	1
714815	VERTICAL LADDER CLIMBER (5' DECK)	2
714850	CHAMELEON SLIDE ENTRY & EXIT SECTION	1
714850Z	CHAM EXIT SECTION PRICE INCLUDED IN 714850	1
7148503	CHAMELEON SLIDE LEFT TURN SECTION	3
71485139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1
7148662	TRIPLE PLAY ROOF, MID-MID	3
7148951	BARN WALL PANEL	4
71489538	BARN WINDOW PANEL (BELOW DECK)	6
714926	WAVY WAFFLE WALL WALKER BTWN 4' OR 5' DECKS	1
714953	SINGLE "L" RAIL W/END CLIMBER	1
71495948	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN	1
7149941	FUN FONE PAIR (2 FONES) W/ONE (1) POST	2
2012	8' TWING SWG FRAME ONLY 2 SEATS REQ MC	1
2840	SWG PART SLASH PROOF SEAT W/CHAIN (6' TR)	1
2890	SWG PART TOT SEAT 360 DEG W/CHAIN (6' TR)	1

NOTE:
ALL TREES IN SIGHT LINES SHALL CONFORM TO AASHTO VISIBILITY TRIANGLES ON ALL ARTERIAL CONNECTIONS.



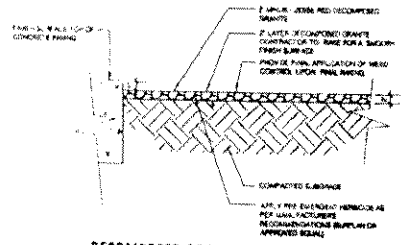
Location Map

FLEMING FARMS
RESIDENTAIL DEVELOPMENT
AVONDALE, ARIZONA
EVERGREEN

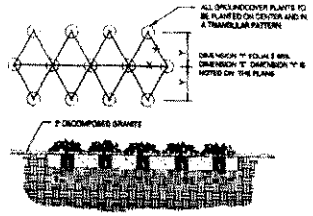
TOT LOT ENLARGEMENT PLAN

DESIGN	RP
DRAWN	STAFF
CHECKED	DJC
DATE	03/12/07
PROJECT NUMBER	50083-16

L-3

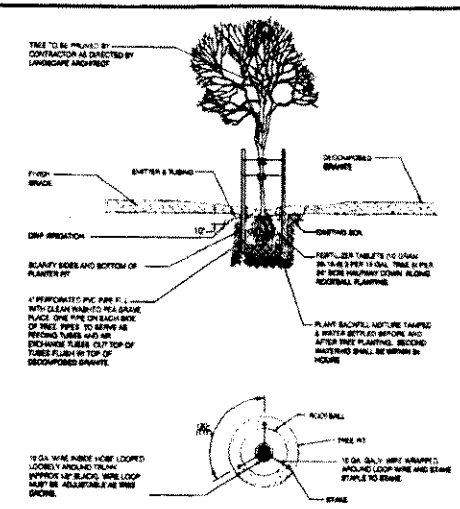


5 DECOMPOSED GRANITE
Scale: NTS



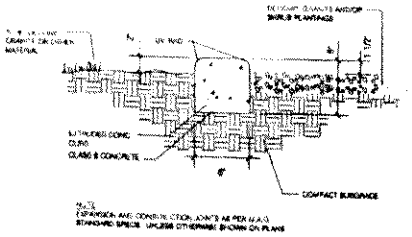
NOTE:
1. PLANTS DELIVERED WITH CRACKED OR BROKEN CONTAINERS WILL BE REJECTED
2. SEE SPECIFICATIONS FOR PLANT BACKFILL MIX
3. MINIMUM PLANT PIT IS 2-1/2 TIMES THE DIAMETER AND NO DEEPER THAN THE DEPTH OF THE ROOTBALL

3 GROUNDCOVER PLANTING
Scale: NTS

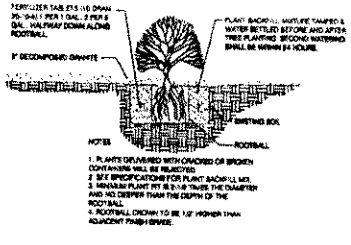


NOTES
1. PLANTS DELIVERED WITH CRACKED OR BROKEN CONTAINERS WILL BE REJECTED.
2. SEE SPECIFICATIONS FOR PLANT BACKFILL MIX.
3. MINIMUM PLANT PIT IS 2-1/2 TIMES THE DIAMETER AND NO DEEPER THAN THE DEPTH OF THE ROOTBALL.
4. ROOTBALL CROWN TO BE 1/8" HIGHER THAN ADJACENT FINISH GRADE.

1 TREE PLANTING
Scale: NTS

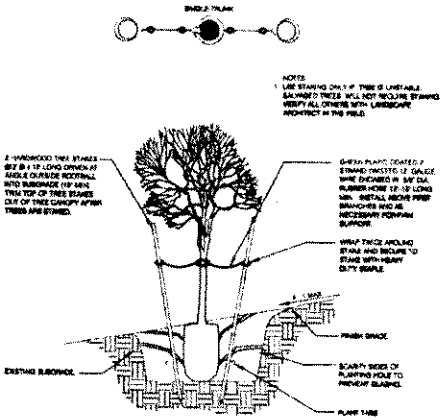


6 EXTRUDED HEADER
Scale: NTS



NOTES
1. PLANTS DELIVERED WITH CRACKED OR BROKEN CONTAINERS WILL BE REJECTED
2. SEE SPECIFICATIONS FOR PLANT BACKFILL MIX.
3. MINIMUM PLANT PIT IS 2-1/2 TIMES THE DIAMETER AND NO DEEPER THAN THE DEPTH OF THE ROOTBALL.
4. ROOTBALL CROWN TO BE 1/8" HIGHER THAN ADJACENT FINISH GRADE.

4 SHRUB PLANTING
Scale: NTS



NOTES
1. USE STAKING ONLY IF TREE IS UNSTABLE. SALVAGED TREES WILL NOT REQUIRE STAKING. VERIFY ALL STAKING WITH LANDSCAPE ARCHITECT IN THE FIELD.

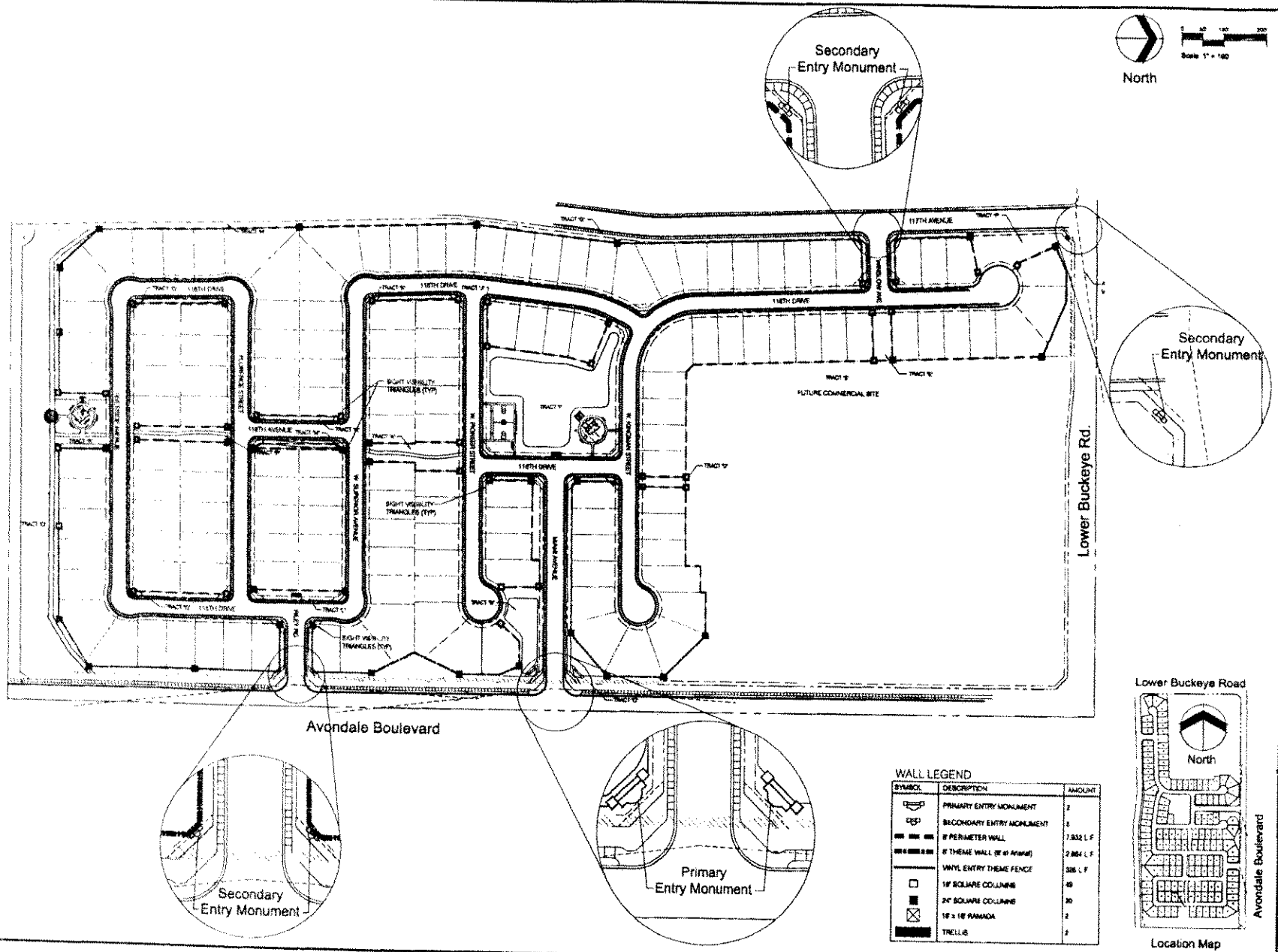
2 TREE STAKING/ SLOPE PLANTING
Scale: NTS

FLEMING FARMS
RESIDENTAIL DEVELOPMENT
AVONDALE, ARIZONA
EVERGREEN

LANDSCAPE DETAILS

Designed: RVP
Drawn: STAFF
Checked: DJG
Date: 03/12/07
Project number: 50063-16

L-D1



WALL LEGEND

SYMBOL	DESCRIPTION	AMOUNT
	PRIMARY ENTRY MONUMENT	2
	SECONDARY ENTRY MONUMENT	1
	6' PERIMETER WALL	7,932 L.F.
	6' THEME WALL (6' at Arterial)	2,864 L.F.
	VINYL ENTRY THEME FENCE	325 L.F.
	18" SQUARE COLUMNS	49
	24" SQUARE COLUMNS	30
	18' x 18' RAMADA	2
	TRELLIS	2

FLEMING FARMS

RESIDENTIAL DEVELOPMENT

AVONDALE, ARIZONA

EVERGREEN

WALL PLAN

RP

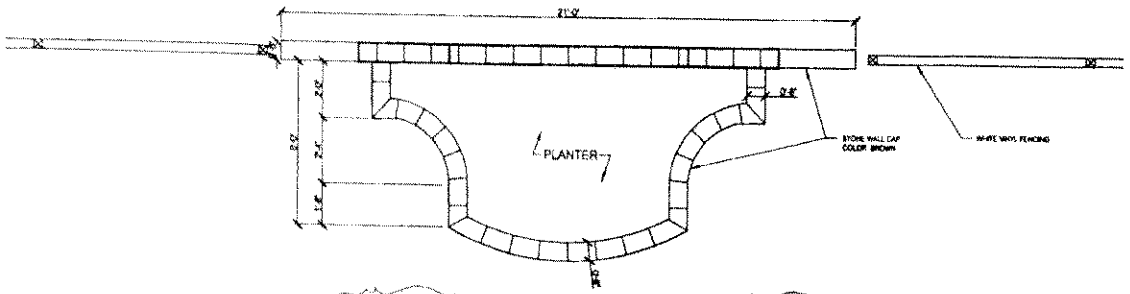
STAFF

DJG

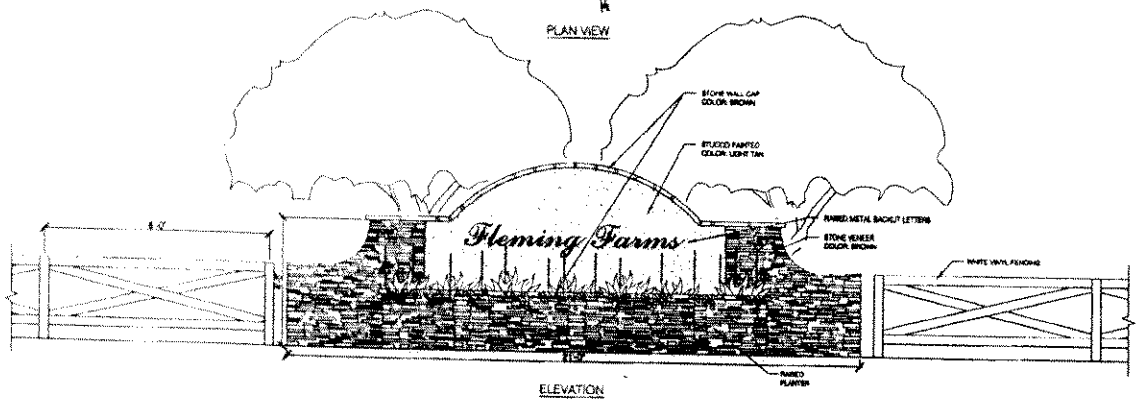
03/12/07

80063-10

WP-1



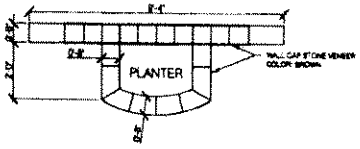
PLAN VIEW



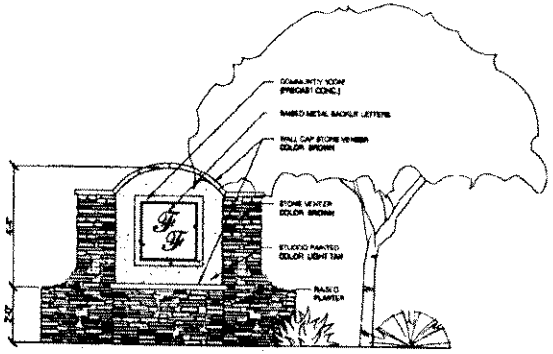
ELEVATION

PRIMARY ENTRY MONUMENTATION

Scale: 1/2" = 1'-0"



PLAN VIEW



ELEVATION

SECONDARY ENTRY MONUMENTATION

Scale: 1/2" = 1'-0"

FLEMING FARMS

RESIDENTAIL DEVELOPMENT

AVONDALE, ARIZONA

EVERGREEN

WALL & HARDSCAPE ELEVATIONS

RP

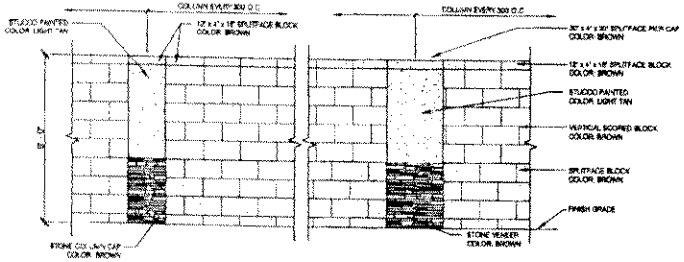
STAFF

DJC

03/12/07

50083-18

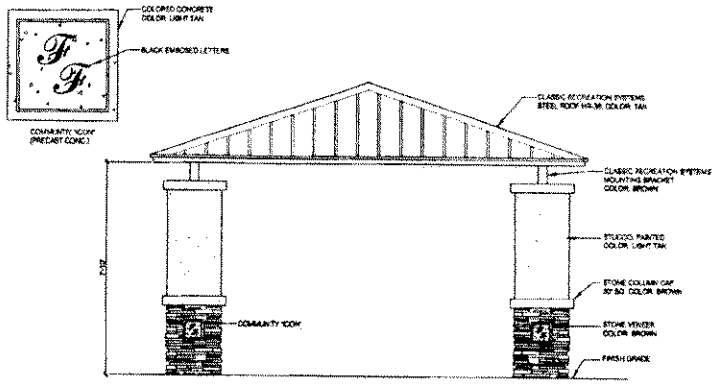
HD-1



PERIMETER WALL & COLUMN

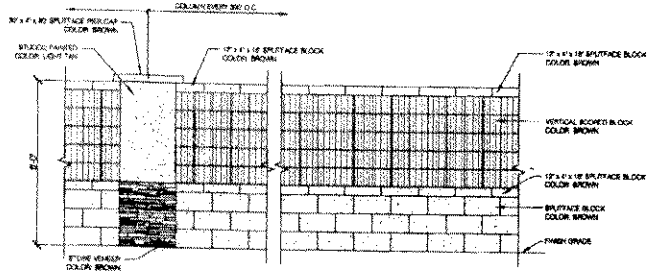
(Non Arterial & Interior Streets Only)

Scale: 1/2" = 1'-0"



COMMUNITY RAMADA

Scale: 1/2" = 1'-0"



THEME WALL & COLUMN

(Arterial @ 8' High)

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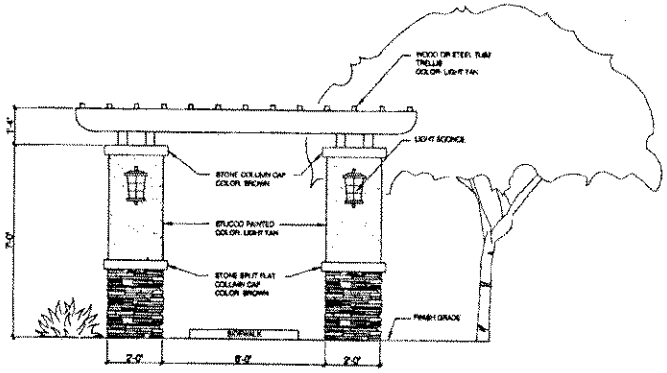

TRELLIS

Scale: 1/2" = 1'-0"

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FLEMING FARMS

RESIDENTAIL DEVELOPMENT

EVERGREEN

AVONDALE, ARIZONA

WALL & HARDSCAPE ELEVATIONS

drawn by	RP
design	STAFF
checked	DJC
date	03/12/07
project number	80083-16

sheet

HD-2

Exhibit F

DRAFT

PLANNING COMMISSION
REGULAR MEETING

CITY COUNCIL CHAMBERS
11465 W. CIVIC CENTER DR.
AVONDALE, AZ 85323

Thursday, June 21, 2007
6:00 p.m.

I. CALL TO ORDER

The regular meeting was called to order at approximately 6:00 p.m. by Chairperson Lageschulte.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT
Linda Webster, Commissioner
Lisa Copeland, Commissioner
David Iwanski, Commissioner
Michael Alcorn, Commissioner
Alan Lageschulte, Chairperson
Kevin Grimsley, Commission

COMMISSIONER ABSENT
Edward Meringer, Commissioner

Commissioner _____ motioned to excuse Commissioner Meringer from this evening's meeting. Commission _____ seconded the motion.

CITY STAFF PRESENT
Scott Wilken, Senior Planner
Eric Morgan, Planner II,
Megan Neal, Planner II,
Brian Berndt, Director of Development Services Department
OTHERS PRESENT
Dustin C. Jones, Tiffany & Bosco
John Ruggieri, Rose Properties Southwest, LLC
Jerry Davis, Vision Residential

Leslie Wade, Wade Communications

III. APPROVAL OF MINUTES

- **May 17, 2007 Work Session**
- **May 17, 2007 Regular Meeting**
- **May 24, 2007 Special Meeting**

Commissioner Copeland motioned to approve the minutes from the May 17, 2007 Work Session, the May 17, 2007 Regular Meeting, and the May 24, 2007 Special Meeting. Commissioner Alcorn seconded the motion. The motion passed unanimously.

IV. UNSCHEDULED PUBLIC APPEARANCES

There were none.

V. OPENING STATEMENT

Chairperson Lageschulte read the Opening Statement.

VI. WITHDRAWALS AND CONTINUANCES

There were none.

VII. PUBLIC HEARING ITEMS

Chairperson Lageschulte requested to move Item No. 5 and Item No. 6 forward.

5. CU-07-6: This is a public hearing before the Planning Commission to review and solicit public input on application CU-07-6, a request for a Conditional Use Permit for reception center expansion, to be located within the C-2 (Community Commercial) zoning district. The subject site is located north of Van Buren Street on the east side of Eliseo C. Felix, Jr. Way. Staff Contact: Megan Neal.

Megan Neal, Planner II, stated this was a request for Estrella Vista Reception Center in the C-2 Zoning District. Ms. Neal described the zoning and properties surrounding the subject property. She stated the proposed Reception Center is compatible with the adjacent Commercial and Industrial Zoning District and has adequate circulation and parking. Ms. Neal stated the proposed development will include a 1,112 sq. foot support building, a small service bar, and 8,000 sq. feet of landscaping for the outdoor reception area with hours of operation from 10 a.m.

to 5 p.m. Monday through Friday, and on Saturday from 12 to 5 p.m., with events running no later than 12:30 a.m. She stated customers will need scheduled appointment times. Ms. Neal stated the proposed development will provide a 10' perimeter block around the site with wrought iron fencing on the east side displaying views of the Agua Fria River. Ms. Neal informed the Planning Commission that they must determine that the proposed use meets five findings prior to granting the Conditional Use Permit. She stated the proposed Reception Center appears to meet the required findings for approval and Staff is recommending that the Planning Commission accept the findings and recommend approval of application CU-07-6, a request for a Conditional Use Permit for an outdoor Reception Center subject to the two Staff stipulations.

Chairperson Lageschulte asked if there were questions for Staff, and hearing none, asked if the applicant, Taylor Brown, Epsilon Engineering, would like to address the Planning Commission. The applicant declined. Chairperson Lageschulte then opened the item for public hearing. There were no requests to speak.

Chairperson Lageschulte asked for a motion. Commissioner Grimsley moved that the Planning Commission accept the findings and recommend approval of application CU-07-6, a request for a Conditional Use Permit for an outdoor Reception Center subject to the two Staff-recommended stipulations. Commissioner Alcorn seconded the motion.

Chairperson Lageschulte opened the item for discussion. Chairperson Lageschulte stated he had been to the Reception Center a few times and it was an excellent place, and he thinks this will be a good addition to the Center. He stated he hopes the applicant keeps getting bigger and keeps providing the service they have been. There being no further discussion, Chairperson Lageschulte called for a vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

6. CU-07-7: This is a public hearing before the Planning Commission to review and solicit public input on application CU-07-7, a request for a Conditional Use Permit for Massage Therapy, to be located within the PAD (Planned Area Development) zoning district. The subject site is located in Gateway Crossing on the southwest corner of 99th Avenue and McDowell Road. Staff Contact: Megan Neal.

Megan Neal, Planner II, described the properties and zoning surrounding the proposed facility for Massage Therapy, stating the proposed use for this property is compatible with surrounding uses, approximating 2,600 sq. feet. She stated the Planning Commission must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. Ms. Neal described the tenant space as having adequate circulation and parking with facility hours of operation from 8 a.m. to 10 p.m. Monday through Friday, and weekends from 8 a.m. to 6 p.m., peak hours typically after 5 p.m. She stated most customers have scheduled appointment times. Ms. Neal informed the Commission the massage therapy business is considered retail and will include therapeutic recovery, rehabilitation, and general wellness practices. She stated the proposed facility appears to meet the required findings for approval and Staff is recommending that the Planning Commission accept the findings and recommend approval of application CU-07-7, a request for a Conditional Use Permit for a message therapy facility subject to the two Staff-recommended stipulations.

Chairperson Lageschulte invited questions for Staff.

Commissioner Grimsley stated as he was driving by the subject property today, he noted they already had signage up and inquired if that was typically allowed before approval. Ms. Neal responded that is an illegal sign; and are required to obtain a sign permit.

Chairperson Lageschulte asked for further questions, and hearing none, asked if the applicant would like to address the Planning Commission. The applicants, Mr. George and Jill Lopez, were not present.

Chairperson Lageschulte opened the item for public hearing. There were no requests to speak. Chairperson Lageschulte asked for a motion.

Commissioner Copeland moved that the Planning Commission accept the findings and recommend approval of application CU-07-7, a request for a Conditional Use Permit for Message Therapy subject to the two Staff-recommended stipulations. Commissioner Grimsley seconded the motion.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

GP-07-2: This is a public hearing before the Planning Commission to solicit public input on application GP-07-2, a request to amend the General Plan for approximately 44.6 acres located at the southwest corner of Interstate 10 and 117th Avenue. The amendment request is to change the land use designation from Employment to Mixed Use. Staff Contact: Scott Wilken.

SP-07-1: This is a public hearing before the Planning Commission to solicit public input on application SP-07-1, a request to amend the Specific Plan for approximately 44.6 acres located at the southwest corner of Interstate 10 and 117th Avenue. The amendment request is to change the land use designation from Employment to Mixed use. Staff Contact: Scott Wilken.

Scott Wilken, Senior Planner, Development Services Department, gave the presentation on Items GP-07-1 and GP-07-2, stating the subject property is within the Freeway Corridor Plan. He pointed out that the subject property is adjacent to the City Center Study Area, which is currently under review to be hopefully adopted by Council this fall, but while the property is not included in the study area, the consultant has looked at surrounding land uses and the potential effect this property would have on the City Center. Mr. Wilken described the surrounding land uses and stated the proposed amendment would change approximately 45 acres from Employment to Mixed Use and designate the entire property of approximately 80 acres as Mixed Use, and the applicant would later apply for rezoning of the entire property. He indicated provisions had been taken with the Summit at Avondale project and this property to make sure a 10 acre sliver of land adjacent to the property is not isolated. Mr. Wilken stated Mixed Use provides for a mix of use with retail/commercial emphasis and the Council may approve up to 45 percent of the development to be residential, and Mixed Use gives no inherent right to any stand-alone residential. He stated the Planning Commission must determine four findings are met: 1) The Land Use Plan does not provide adequate area for the proposed land use. 2) The amendment is an overall improvement to the General Plan. 3) The amendment will not harm the City Land Use patterns, public infrastructure, or existing land uses. 4) The amendment is consistent with the original intent of the Plan and the City's goals. Mr. Wilken stated Staff estimates approximately 8.25 percent of the City is currently designated as Employment, 3.05 percent of the City is designated as Mixed Use, and the proposed amendment would result in approximately 8.28 percent of the City being Employment and 3.19 percent as Mixed Use. He stated Staff believes the amendment is an improvement to the General Plan as it allows the subject property to act as a buffer between the City Center and the employment to the west along the freeway, and Staff believes the amendment will not harm the City's land use pattern, infrastructure, or existing land uses. Mr. Wilken stated the City's Traffic Engineer estimates traffic will increase by about 28 percent; however, the roads in the area and the roads that will be built are adequate to handle the increased traffic and that sewer and water lines are adequate. He concluded that Staff believes the amendment is consistent with the original intent of the General Plan and the City's goals as it

allows for more intense uses along the freeway and it will possibly allow for some residential near the City Center. Mr. Wilken stated the majority of the Freeway Corridor Plan is Employment, Mixed Use or Freeway/Commercial with an emphasis on employment along the freeway, and this property could act as a transitional area from the City Center to the employment within the Freeway Corridor Plan. He then covered the citizen review process for the Commission, stating to date there had been no opposition from neighboring municipalities, agencies or citizens. He stated Staff is recommending approval of the proposed Land Use amendment.

Chairperson Lageschulte invited questions for Staff.

Commissioner Grimsley asked with more residential being built, would this be in the Tolleson Elementary and La Joya High School districts and could these schools accommodate more students. Mr. Wilken responded this would be in the Littleton Elementary School and La Joya High School districts, and the General Plan amendment was sent to the General Superintendent of both school districts, and so far Staff has not received correspondence back from them. He added that any residential is entirely at the Council's discretion, and if not appropriate for residential, the site may end up as all employment and retail.

Commissioner Copeland stated she was still not clear on the 10 acre sliver of land that Mr. Wilken had mentioned. Mr. Wilken referred to the site plan for the Summit at Avondale and stated 117th Avenue is required to go all the way up to that property and end in a cul-de-sac so that property will be accessed from 117th Avenue directly south to Van Buren, and also when Summit Point develops, 119th Avenue will also make similar provisions. He stated it was possible to have a sub-street or driveway directly to that land through Summit Point. He added that the developer of Summit Point had attempted to acquire the 10 acres and was unsuccessful. Commissioner Copeland asked if the City had been in communication with the property owner of the 10 acres to ascertain the property owner's intent. Mr. Wilken responded that Planning Staff had not had direct contact with that property owner, but other members of City Staff had talked to them. He stated Staff believes there are viable options for that property incorporated into this, but at this time the biggest concern has been taking steps to avoid isolating that piece of property. Commissioner Copeland stated the City had already encountered two other areas of land the City cannot develop because it was in pieces and she would not like to continue down that road.

Commissioner Alcorn expressed his concern that Staff follow-up on that 10 acres of land. He inquired regarding the residential, asking did the Commission need to wait for City Council, and could the Commission put in a provision saying they want less residential, as the Commission has gone to a lot of trouble not to put housing next to the freeway, and now they are, and he does not like it. Mr. Wilken responded that at this point Staff was looking at land use designation only and suggested if the Commission feels strongly, to make it clear tonight, as the applicant's representatives are here. He added the Commission would get another chance to look at the issue.

Commissioner Iwanski stated a 28 percent increase in traffic flow sounded like a big increase and he wanted to be sure Staff was comfortable with that. Mr. Wilken responded that the figure had come from the City's Traffic Engineer who believes that Van Buren and 117th Avenue and 119th Avenue will be adequate. He stated they would get a much more detailed traffic study as the development moves forward and they will know exactly what uses will occur and will take provisions at that time. Commissioner Iwanski stated he appreciated Mr. Wilken's candor.

Chairperson Lageschulte asked for further questions, and hearing none, invited the applicant, Dustin C. Jones, to address the Commission.

Dustin C. Jones, Tiffany & Bosco, 2525 E. Camelback Rd., Phoenix, AZ, stated he was present on behalf of his client, Seven Investment Holdings, LLC. He stated he appreciated the time Staff had been involved in the General Plan amendment application. Mr. Jones showed the Commission a slide of the 10 acre sliver of property, stating it is owned by a farming family and it was their farm before the freeway went through it and they are not interested in selling it. Commissioner Alcorn stated if the property would stay AG, that was fine with him. Mr. Jones continued with his presentation, stating they wanted to change the use from Employment to Mixed Use because they are finding many retail developments would like to come to the area and there are limited locations along the freeway, while general offices do not need the marketing advantages of being right on the freeway. He clarified their request is not to do away with employment, but to introduce an emphasis on retail and commercial uses along the freeway. He stated they are working on a PAD zoning application and no residential uses are being proposed on the north side of the site near the freeway, so while the mixed use allows for residential, that is because they do not want to be exclusively commercial or exclusively office and industrial. He reiterated they have met the four findings for a General Plan amendment and request that the Planning Commission endorse Staff's recommendation for approval and request City Council approve this application for a General Plan amendment for Mixed Use.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Alcorn stated 45 percent of 100 is still nearly half, but he would bring it up again on discussion.

Chairperson Lageschulte asked for further questions for the applicant, and hearing none, thanked Mr. Jones for his presentation. Chairperson Lageschulte asked for further questions for Staff, and hearing none, opened the item for public hearing. There were no requests to speak.

Chairperson Lageschulte asked for a motion. Commissioner Copeland moved to accept the findings and recommend approval of application GP-07-2, a request to amend the General Plan from Employment to Mixed Use, and recommend approval for application SP-07-1, a request to amend the Freeway Corridor Specific Plan from Employment to Mixed Use. Commissioner Iwanski seconded the motion.

Chairperson Lageschulte opened the items for discussion.

Commissioner Alcorn stated the Commission needs to keep housing out of this corridor and 45 percent of this project could be used for apartments, condos, and town homes.

Commissioner Iwanski stated higher density residential is a very complimentary use in his opinion and he thinks this is a good project.

Chairperson Lageschulte stated he agrees with Commissioner Alcorn, in that Avondale has a limited exposure along the freeway where businesses want to be and if this applicant builds townhouses or condos, they could turn into rentals. He stated there is mixed use property right along Van Buren and if you want to build residential, go to Buckeye or Tolleson, but he is against this project. Chairperson Lageschulte stated Avondale property along the freeway is too scarce for the City to put residential there, and again, he is against this project. He added that banks and corporations are going elsewhere because Avondale has no place to put them.

Commissioner Grimsley stated he agreed, the City does not want residential along the freeway and while the applicant stated they did not currently plan for residential, this opens Pandora's Box, in that in the future there could be residential if the applicant changes their mind, and someone could buy the property from the applicant and make the area residential.

Commissioner Copeland stated Mr. Jones has been before the Planning Commission for several years and has never misled the Commission in his proposed developments, thus she would step out in faith that the developer would hear the Commission in that they did not want residential along the freeway.

Commissioner Webster stated the first question that occurred to her was why they were even considering housing along the freeway or even allowing it on a limited basis, as they would be opening it up for future use and she does not believe they should do that.

Chairperson Lageschulte asked for a Roll Call vote on GP-07-2.

ROLL CALL VOTE

Commissioner Webster	Nay
Commissioner Copeland	Aye
Commissioner Alcorn	Nay
Chairperson Lageschulte	Nay
Commissioner Grimsley	Nay
Commissioner Iwanski	Aye

The motion failed 4 to 2.

Chairperson Lageschulte asked for a Roll Call vote on SP-07-1.

ROLL CALL VOTE

Commissioner Webster	Nay
Commissioner Copeland	Aye
Commissioner Alcorn	Nay
Chairperson Lageschulte	Nay
Commissioner Grimsley	Nay
Commissioner Iwanski	Aye

The motion failed 4 to 2.

Chairperson Lageschulte asked for a motion on Item No. 1 and Item No. 2. Commissioner Grimsley moved that the Planning Commission decline application GP-07-2, a request to amend the General Plan from Employment to Mixed Use, and also that the Planning Commission decline application SP-07-1, a request to amend the Freeway Corridor Specific Plan from Employment to Mixed Use. Commissioner Alcorn seconded the motion.

Chairperson Lageschulte asked for a Roll Call vote on GP-07-2.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Nay
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Nay

The motion passed 4 to 2.

Chairperson Lageschulte asked for a Roll Call vote on SP-07-1.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Nay
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Nay

The motion passed 4 to 2.

3. GP-07-3: This is a public hearing before the Planning Commission to solicit public input on application GP-07-3, a request to amend the General Plan for approximately 40.5 acres located southeast of the southeast corner of Indian School Road and Dysart Road. The amendment request is to change the land use designation from Commercial to Mixed Use and Public Facilities. Staff Contact: Eric Morgan.

4. SP-07-2: This is a public hearing before the Planning Commission to solicit public input on application SP-07-2, a request to amend the North Avondale Specific Plan for approximately 40.5 acres located southeast of the southeast corner of Indian School Road and Dysart Road. The amendment request is to change the land use designation from Commercial to Mixed Use and Public Facilities. Staff Contact: Eric Morgan.

Eric Morgan, Planner II, Development Services Department, gave the presentation for the request for a major amendment to the General Plan and an amendment of the North Avondale Specific Plan for the northwest corner of the city regarding the future Pasdera development comprising approximately 40.5 acres. Mr. Morgan described the surrounding properties and land uses. He stated the applicant's request is to change the land use from 40.5 acres of commercial to approximately 37 acres of Mixed Use and 3.5 acres of Public Facilities. Mr. Morgan clarified that the current Commercial use provides for goods and services to the surrounding neighborhoods, while the Mixed Use would provide for a higher intensity of Commercial and a maximum of 45 percent of Residential use. He told the Planning Commission it was important to keep in mind that this change would not guarantee residential uses or density. Mr. Morgan stated the next step after tonight is zoning and even if this property were approved for Mixed Use, the current zoning would stay in place, not allowing residential until further steps are taken. He described the existing land use of the City and stated it was important to remember that most of this existing Mixed Use is either within the development process or it already has been developed. Mr. Morgan stated the North Avondale Specific Plan emphasizes medium density single family residential with planned open spaces and Dysart Road is identified as a commercial corridor to service the needs of the community college and area residents, and the Specific Plan identifies 99th Avenue as heavier commercial. He then covered the citizen review process for the Planning Commission, stating concerns expressed at the neighborhood meeting were increased traffic, traffic being routed through Sage Creek, additional burden upon schools, and the height of buildings. He stated subsequent letters received comprised the three opposed based on traffic and the addition of residential concerns, and one was in favor. Mr. Morgan recapped that at the Planning Commission meeting on May 24, 2007 the concerns expressed were the same as at the neighborhood meeting, plus a question of the ability of the market to

absorb apartments and the apartments becoming low income housing, and the pricing of the units. He stated subsequently five letters were received, all in favor, but all opposing low income housing. Mr. Morgan stated that the Planning Commission must determine that the proposed amendment meets four findings prior to recommending approval: 1) The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment. 2) The Amendment constitutes an overall improvement of the General Plan and the Specific Plan. 3) The Amendment will not adversely impact the community as a whole and/or a portion of the community by significantly altering acceptable land use patterns or requiring large and more expensive public infrastructure improvements, and it is not adversely impacting the existing land use. 4) The Amendment is consistent with the overall intent of the General Plan and adopted plans, codes and ordinances. He stated Staff recommends approval of the proposed Major General Plan amendment because all four findings have been met and that the Planning Commission recommends to the City Council that all 40.5 acres be changed to Mixed Use. Mr. Morgan indicated the City was in negotiation with this site and another site in the northwest portion of the City for the location of a combination police/fire station facility and if the other location is selected, Staff does not wish to see this applicant stuck with 3.5 acres of public facility, thus if all 40.5 acres are approved for Mixed Use and the City decides this is the location for the combo police/fire station facility, Mixed Use will not prohibit that. Mr. Morgan stated after tonight's application the next step would be that on August 20, 2007 the item would go before City Council for approval or denial.

Chairperson Lageschulte invited questions for Staff.

Commissioner Iwanski stated in reading the responses from the immediately impacted landowners, he gets the general feeling they are supportive overall, and asked is that the same feeling that Staff gets. Mr. Morgan reported that Staff did not have a clear indication that all of the residents of Sage Creek, or the residents directly abutting the property, or the residents of surrounding communities were completely in favor or completely against. He stated the Sage Creek HOA had voted in favor, but in the last public hearing most of the people were against it, particularly of the multi-family facet. He added the written responses were approximately evenly split.

Chairperson Lageschulte stated there were 5 in favor and 7 against who requested to speak later in the public hearing.

Commissioner Copeland asked about a letter in the Planning Commission's packet from Mr. Mack Ferrick, inquiring if Mr. Ferrick were a resident of Sage Creek or Avondale because his addresses given are in Surprise and Goodyear. Mr. Morgan stated he had not contacted Mr. Ferrick directly to ascertain his address, and it could be that is a business address, and he accepted the letter on face value.

Chairperson Lageschulte asked for more questions for Staff, and hearing none, invited the applicant to address the Commission.

Dustin C. Jones, Tiffany & Bosco, 2525 E. Camelback Rd., Phoenix, AZ, stated he was here on behalf of his client, Rose Properties Southwest, LLC, and that also present is the President of Rose Properties Southwest, John Ruggieri, and a residential development partner, as well as Jerry Davis, and a representative from the London Group. He stated he would turn the presentation over to John Ruggieri.

John Ruggieri, President, Rose Properties Southwest, LLC, stated they were currently developing six properties within the City of Avondale. He stated when they acquired this site they hired the Griffin Consulting Company to ascertain what would be viable on the site, as well as performing 4 other studies of the surrounding areas, and those studies show there is limited retail capability of only 50,000 sq. feet for primary tenants. Mr. Ruggieri stated they are attempting to resist secondary tier tenants and feel it best to introduce the Pasadera, a walkable, Mixed Use village with shops, restaurants and offices and residences targeting empty nesters and working professionals. He then turned the presentation over to Leslie Wade of Wade Communications.

Leslie Wade, Wade Communications, 3990 N. Litchfield Rd., Avondale, AZ, stated the management company for the Sage Creek HOA is based in Surprise, and that is why Mr. Ferrick's letter has a Surprise address. She stated the HOA Board had voted 4-1 and a couple of members are present tonight who are not clear on the Board's understanding and would speak to those concerns. Ms. Wade stated it was fair to say that the community response so far is mixed, but she believes all the concerns heard to date can be addressed and mitigated.

Mr. Ruggieri continued his presentation, stating they take public outreach very seriously and consider themselves to be good neighbors. He then gave an invitation to the Commission and the members in the audience for an open and honest dialogue and turned the presentation over to Dustin Jones to conclude the presentation.

Mr. Jones stated they concur with Staff's recommendation that the entire 40.5 acres be designated as Mixed Use. He then detailed how they meet the four findings of Staff, stating a General Plan amendment does not guarantee residential even in light of a Mixed Use designation, but is just a land use designation change, and a zoning case would have to be heard for residential in the future. Mr. Jones stated their studies concluded there is an excess of 247.7 million dollars in demand for conventional commercial, and their project would be an improvement to the area. He added this would be a gateway into North Avondale with an entry monument on the site as an icon for the City of Avondale. He showed the Planning Commission slides of their plans depicting how this would improve the area. Mr. Jones reminded the Planning Commission on Staff's finding that this development would not adversely impact the community, and added building heights right now could be 30' in height and set back to 25' under the current zoning, but with their development, they want to mitigate the visual impact on the neighbors. He stated with their Mixed Use development, the residents can walk to where they want to go, so the traffic impact would be mitigated. Mr. Jones stated a public facility

would benefit the residents as well. He then addressed the impact on the schools, stating that with their high-end residential urban development, impact on the schools is less, and high-end residential urban development brings in more property tax per student than single family homes. He then addressed property values, stating property values would not be negatively affected, as this is a high-end residential development for the upwardly mobile. Mr. Jones informed the Planning Commission there were at least 13 goals of the General Plan that they meet and this site provides a great opportunity to be developed as a Mixed Use development that is upscale in quality, and Rose Properties is committed to this site. He added that the City Council in June 2006 articulated a development plan, and he read that development plan for the Planning Commission, requesting that the Planning Commission take a leap of faith on Rose Properties as the General Plan amendment does not guarantee them any specific number of residential units.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Alcorn asked for specifics on the dollar amount and demographics on the town homes/condos.

Mr. Ruggieri introduced Jerry Davis, Vision Residential, to address Commissioner Alcorn's question.

Jerry Davis, President of Vision Residential, 14362 N. Frank Lloyd Wright, Scottsdale, AZ, stated his company had canvassed the area and found there was no townhouse attached products for sale within a five mile radius, so they addressed that fact in their market research and looked for in income level in their demographics equal or higher to the adjacent single family homes. He stated their product would not be affordable and that was the only type of product they do.

Chairperson Lageschulte inquired where the closest town homes/condos were to this property. Mr. Davis responded he did not know at this time without looking at their market studies, but explained what is happening to the demographics in America in general is there are fewer families with children and more empty nesters. He added it was a very small quantity of town homes they were looking to put on the site. Chairperson Lageschulte stated the closest ones were in Litchfield Park just across the street. Mr. Davis stated they did not consider those a competitive product. Chairperson Lageschulte stated based on price, he thinks they are very competitive. Mr. Davis stated they look at new construction in their studies, not at products that have already been sold.

Commissioner Grimsley stated he believes there are upscale town homes/condos north of Indian School at Litchfield Road built within the last two years and he understands they are not fully occupied. Mr. Davis responded that occupancy and ownership were two different things and what Commissioner Grimsley may think is vacant is a second home only occupied three months of the year; thus, the title had to be searched. He added in Litchfield Park there were no town homes that were adjacent or within a Mixed Use community where the residents can walk to shops, restaurants, and work. Commissioner Grimsley stated if these town homes could be used

as an investment home or second home, there was the opportunity they could be used as rental properties. Mr. Davis stated by law they could not stop that and that in Sage Creek there were several rental homes. He added they were not looking for the second home buyer, but were looking for the upwardly mobile buyer that will be there year-round because that is what helps the retail and these homes would not be marketed in a travel magazine to people that live in Minnesota or Michigan.

Commissioner Iwanski stated it was compelling for him, in that in a letter from the West Valley Hospital it states many of the doctors, interns, nurses, and administrators would welcome the opportunity to live in a high quality loft or apartment environment such as that proposed in the Rose Properties Southwest Pasadera project. He stated the City of Goodyear has been successful in getting two colleges to relocate to Goodyear and the Southwest Valley needs hospitals, doctors, nurses, and the City wants quality jobs, quality industry and companies to be in Avondale, and if the City does not provide adequate housing options for the men and women that work in those professions, shame on the Planning Commission. He stated this is a good project to provide for the professional men and women they have asked to come here and he likes this project.

Chairperson Lageschulte invited other questions, and on receiving none, he stated there would be a 10 minute break.

After the break Chairperson Lageschulte opened the item for public hearing, stating he had many requests to speak on Item No. 3, GP-07-3.

Mike DeSmith, 12802 W. Fairmont Ave., Lot 12, Avondale, AZ, stated when he bought his house he knew it was zoned Commercial. He stated the developers had done a fantastic job on the commercial properties being built, but if this development goes through, his house would go on the market the next day.

Charles Runge, 12946 W. Clarendon Ave., Avondale, AZ, stated they are the second owners of their property and they realized there was a large field next to their perimeter wall, and they started out by putting in trees as a buffer zone. He stated they are for the rezoning and for the Pasadera Project, and they are for the City of Avondale putting in the combo police/fire facility in that area.

Lisa Dubas, resident of Sage Creek, stated that during a City Council meeting in 2002, they were requested to rehear a mini storage proposal that had been denied, and two members of the Sage Creek HOA Board had stood before the Council and stated they thought this was good for the community, and the mini storage was approved. Ms. Dubas reported the HOA Board had never asked the community what they wanted. She stated she had attempted to be voted onto the Board, but at a meeting where Rose Properties presented this 1-3 story development to the HOA Board, the three board members present discussed liking the concept and after the meeting drafted a thank you letter. Ms. Dubas stated she was assured this was not a letter of support and

she was voted in as a board member and was told never to speak for the Board. Ms. Dubas reported that next at the Planning and Zoning meeting on May 24, 2007, she was approached by the developer and was told the Sage Creek HOA was going to officially support the Pasadera project at the meeting, and she was at a loss. She reported at the HOA meeting she was shown an e-mail sent to Rose Properties by the President of the Sage Creek HOA stating they support the Mixed Use zoning with residential condos/lofts. Ms. Dubas stated she did not vote to ratify. She asked the Planning Commission to treat the positive responses from the HOA Board members as a positive response from individuals who live in Sage Creek, as none of them attended the neighborhood meeting or requested a special meeting with residents, and asked the Planning Commission to remember that people present tonight were expressing their own opinions. She stated she would rather have a center like Dysart Commons and does not believe a three story development should be located so close to a mostly one story residential neighborhood and she personally thinks those units will become rentals, because based on the assessor data, at Main Street and Verada right now, out of 20 lofts, 15 are rentals and 5 are owner-occupied, and at Indian School Road and Wigwam Creek South, out of 35 homes 20 are owner-occupied and 15 are rentals. She reported that Sage Creek is owner-occupied and she is concerned that the houses adjacent to this development will be sold to investors.

David Cook, 12814 W. Fairmont Ave., Avondale, AZ, stated he hoped the Planning Commission would consider the HOA's endorsement nothing more than four individual residents stating their opinions. He reported in letters from Rose Properties, there was misinformation given to the residents, and he could report with confidence there is a 30 to 1 disapproval for the residential aspect of this project. Mr. Cook stated a big selling point was there would be no through traffic and everyone is vehemently opposed to through traffic. He reported the HOA did not attend the May 2, 2007 or the May 24, 2007 neighborhood meetings, yet offered their approval on behalf of the residents of the HOA even while the debate was ongoing. He added that the HOA Board has not represented the homeowners and have served their own purposes. Mr. Cook stated he could compliment Rose Properties on the commercial/retail side of their development as it is beautiful and he wholeheartedly supports that aspect, but the question to ask is why residential. He stated the impact on the schools was downplayed tremendously tonight. Mr. Cook stated $65,900 is not a high quality/high scale town home and would not assist his home value, and a three story apartment in his backyard would adversely affect him. As to the traffic impact, he finds it hard to believe there will be no impact on traffic. Mr. Cook stated he had researched how close Rose Properties was to claims of what they would provide to what they actually did provide, but he could not find any properties to research, thus could not verify their track record. He stated that changing the zoning based on something that might happen or would be discussed in the future, once the box was opened one could not un-ring the bell. Mr. Cook continued, stating Rose Properties is not concerned that the schools would be overcrowded, the home values could be affected, and a street would be opened affecting the quality of life of the children. He stated the project without the retail and residential is an excellent project and could be expanded and everyone would win. Mr. Cook urged the Planning Commission not to approve a zoning change for this property. He reminded the Planning Commission that 750 apartments were being built a quarter of the mile away and across the street a complex is offering free rent in search of tenants.

John Waltz, 12826 W. Fairmont, Ave., Avondale, AZ, stated his wife and he purchased their home less than a month ago and had no knowledge of this project prior to purchasing their home and had they, they would have attended the prior meetings. He informed the Commission he has built and developed properties in three states, and according to the Arizona Republic, there are over 50,000 houses in Arizona on the market, and in the stadium area there are hundreds of condos and townhouses being built there, less than a 10 minute drive from this proposed site. Mr. Waltz stated that across the street is a townhouse project with a huge sign. As for the 3 percent of the City's acreage designated as Mixed Use, Mr. Waltz stated one only needs to go to Goodyear or Litchfield Park and the percentage is changed dramatically. He reported they bought their property because they like the quiet and the fact that the street is a dead-end. He questioned how the Avondale entryway monument depicted in the slides could be built on property that does not belong to Rose Property. He stated there is often times a difference between what is proposed and what is actually built.

Chairperson Lageschulte welcomed Mr. Waltz to Avondale.

Ileah Cook, 12814 W. Fairmont Ave., Avondale, AZ, showed the Planning Commission a rudimentary drawing and stated her information comes directly from the Maricopa County Assessor's web site, the Avondale Land Use map, and members of the Agua Fria Unified High School District. She pointed out the residential areas on her drawing and stated there were not enough upper grade schools to accommodate the population explosion in the West Valley, and employees of the Agua Fria School District voiced their desire to stay at a 4A category, which means a student capacity between 16,000-18,000 students, and reported they are currently on the brink of becoming a 5A category, which puts student capacity between 20,000-22,000 students, which would require more land. Ms. Cook stated the type of residential properties proposed would likely have upper grade students and currently there are only four high schools, and currently there is a need for 8-10 high schools, but there is not enough land available for purchase. She informed the Planning Commission a parcel was in escrow, but fell out of escrow, and another school site is in escrow and happens to be with Rose Properties, but is located in the furthest southeast boundary of the district. Ms. Cook stated as residential zoning intensifies, it is necessary to bus students further away and her family is experiencing this firsthand because Agua Fria is a 42 to 1 student to teacher ratio for core curriculum classes, and while they live closer to the Millenium District, excessive homebuilding and apartments forced rezoning and now the district bears the cost of bussing students to Verado. Ms. Cook stated as far as Sage Creek HOA, their attention lies with the shrubbery and gravel, not with the impact of rezoning on families. She submitted that this amendment would adversely affect the community and would not be an overall improvement to the community. She added that the high quality of aesthetic standards set by the City of Avondale are exemplified by Dysart Commons and she would not be bothered by such a commercial development, and she is not in favor of a high or medium density residential development, but is in favor of the existing commercial zoning.

Sam Conrad, 12810 W. Fairmont Ave., Avondale, AZ, stated he did not understand the difference between Item Nos. 3 and 4 and asked for clarification. Chairperson Lageschulte stated Staff could answer his question after the meeting. Mr. Conrad stated he was concerned that both items were lumped together in the presentation. He stated he appreciated the fact that Rose Properties sent a letter to the residents, but was upset that the HOA Board did nothing about this. Mr. Conrad stated he was concerned over the noise pollution to the neighbors both during development and after and had not heard that addressed. He added he would like to hear a contingency plan if the property is built and there are 50 kids per 100 units and if property values go down.

David Wood, 12806 W. Fairmont, Ave., Avondale, AZ, stated before moving to Sage Creek, he had visited City Hall to research zoning because he did not want apartments in his backyard, and on finding it was zoned commercial, that was a big factor in his buying his home. He stated the Planning Commission has a large task in growing the City and protecting the children from overcrowding in the schools. Mr. Wood stated in the General Plan, a condition states that the burden of proof is on the developer, and posed the question, what if every residential unit has two children.

Lou Osborn, 12941 W. Clarendon Ave., Avondale, AZ, stated he likes what he sees, as he likes the idea of a shopping center and he does not see this development affecting the property values as they are talking about high income properties. He stated he agrees with Mr. Cook, in that $69,500 for the condos is low for a high income property. He stated Verado is a good example of mixed density. Mr. Osborn added there are many rentals around his house. He reiterated he approved of this item.

Angela Tyson, 12858 W. Indianola Ave., Avondale, AZ, stated she and her husband strongly support rezoning of the property for Commercial and Mixed Use, and believe the project will make a positive contribution to the neighborhood and will beautify the entranceway into Avondale. She stated this lot had been empty for a long time and her property backs directly up to the lot, and she would rather see something other than a grocery store or low end restaurant. Ms. Tyson stated she approves this project 100 percent.

Eric Greene, 12827 W. Mulberry Dr., Avondale, AZ, reiterated that not all Sage Creek residents voted to approve this project. He stated Rose Properties states this will be like the Glendale Stadium project, but there is not enough land to recreate that and everybody's home will back up to the wall. Mr. Greene stated he cannot get his son into the preschool because of overcrowding. As for professional people occupying the rentals, such people can also reproduce and will create more overcrowding in the schools. He questioned if the developer would make contributions to the elementary schools in the neighborhood for expansions. Mr. Greene stated at 59th Avenue and Olive in Glendale, and at Litchfield Road and Van Buren in Goodyear, and 16th Street and Camelback Road in Phoenix, when the main anchor pulls out, the shopping centers sit empty. He stated the northwest corner of Wigwam Blvd. and Litchfield Road has condos that start out at $350,000-375,000 and that price would bring value to the neighborhood, but as a rental, with all

the competition, apartments will turn to Section 8 housing. He then addressed traffic signals, stating a need for additional traffic signals at Osborn and Dysart, and at Santa Fe and Indian School, and if they build this project, there will be a need for still more traffic signals.

Chairperson Lageschulte stated he had a card for Gail Mullins, who is in favor of the item, but does not wish to speak.

Steven Ballsley, 3730 N. 127th Dr., Avondale, AZ, stated he had had a conversation with John and Leslie Wade about the letter sent from the Sage Creek HOA Board and it is a misinterpretation, as it was meant as merely a thank you letter for the presentation. He stated the HOA is in support of the development and does not condemn or condone what is going to be developed, but simply wants more information. He stated his property does backup to the property and he is not for or against the project right now because he does not believe they have all the information, but rather is leaving it up to the Planning Commission because he believes they will make the best decision and the best recommendation for the community and the City of Avondale.

Chairperson Lageschulte stated he had a card from Kim and Don Conrad, West Fairmont Ave., Avondale, AZ, who are opposed to the project, but do not wish to speak.

Lori Waltz, 12826 W. Fairmont, Ave., Avondale, AZ, stated her husband had spoke on the issue, and she also wished to be recognized as being in opposition to the item.

Chairperson Lageschulte summarized he had five cards in favor, ten opposed, and one unsure. He thanked everyone for attending. Chairperson Lageschulte invited the applicant to respond to the citizens.

John Ruggieri, Rose Properties Southwest, LLC, again addressed the audience, stating they will agree to a whole number of CC&Rs for the project, and he wants to assure the Planning Commission and the members of the community that they will never agree to restricting procreation.

Mr. Dustin Jones added he has three children and one on the way, and his colleague has five children and is a professional. He also thanked the neighbors for attending tonight. Ms. Jones stated 34 letters were sent to property owners that abut the project, 225 letters were sent to residents within 200 feet of the project, and 250 letters were sent to residents of the Sage Creek HOA, and oftentimes no one attends these meetings. He stated many of the questions raised tonight were specific questions about the site plan and they were only at the General Plan stage and were not trying to present a zoning case tonight. He stated tonight's plan has a 0 to 45 percent residential allowance and they are not asking for any specific percentage tonight. He stated many of the questions cannot be answered tonight as this is just a General Plan stage, but in the next stage they hope to get to, they could answer those questions. As far as their track record, Mr. Jones stated all of Rose Properties are quality projects and this is not an attempt to

sneak in a project that would be embarrassing to Rose Properties or to the City of Avondale, and they will be back before the Planning Commission on multiple projects. He stated the best consultants, architects and designers from around the country have been hired to assure the quality of development and there was no attempt to do anything of less quality, and this would be the first signature project Rose Properties would get to do in the City of Avondale. Mr. Jones continued, stating the growth in the Valley is projected to increase and professionals do not want to live in apartment buildings or single family homes and they are trying to serve that market. He stated they have met their burden of proof on all four of the criteria required for a General Plan application. Mr. Jones stated the criteria for a zoning application is much more discretionary and the Planning Commission would get to decide if that is met when they get to the PAD stage. He stated all the questions regarding schools, building placement, building height, etc., would be addressed in the zoning application stage. Mr. Jones stated the hundreds of letters they have sent out are indicative of their public outreach efforts. He stated that changing the General Plan to allow for the Mixed Use and then allowing them to return with a PAD application endorsed by Staff is the way to go with this project.

Chairperson Lageschulte asked for further questions for the applicant or Staff.

Commissioner Copeland asked someone to address the entrance monument issue if the property was not part of the development. Mr. Jones responded they had met on several occasions with the representatives of that property and they have a landscape plan they are planning on implementing, and Rose Properties is willing to participate with them and enhance that because they believe that as the gateway in from the northwest sector, that corner can be highly landscaped and they have letters confirming their involvement. Commissioner Copeland asked if their involvement was well-received, and Mr. Jones confirmed it was.

Commissioner Grimsley stated there are a number of commercial developments that are vacant right now and asked if the developer has a list of possible restaurant, retail or office tenants for their development. Mr. Jones stated that their market studies have shown very little vacancy for the properties along McDowell and the national tenants are along McDowell and closer to the freeway, and when you get further away, unless you have a grocery store, the shopping centers have a tendency to take a long time to lease up, and the national major tenants will not come further north. Commissioner Grimsley asked if there is already a problem with getting tenants north of I-10, what makes the applicant believe tenants will come to their area if they build. Mr. Jones responded that the success would lie in creating a special place, a lifestyle destination.

Chairperson Lageschulte invited further questions, and hearing none, closed the public hearing.

Chairperson Lageschulte asked for a motion on item GP-07-3. Commissioner Webster moved that the Planning Commission accept the findings and recommend approval of application GP-07-3, a request to amend the General Plan from Commercial to Mixed Use. Commissioner Copeland seconded the motion.

Chairperson Lageschulte opened the item for discussion.

Commissioner Copeland stated the Commissioners do not work for the City, are volunteers, and her comments were based on comments from the public. She stated there were things the public may not be aware of, such as the developers do put money away for the schools, but schools are a state-driven entity, not a city entity, and regarding traffic signals, she stated Indian School Road is not a city street, but is a county street. Commissioner Copeland stated the Commission would probably not vote for anything like 750 apartments, but they are interested in working with the applicant to help them understand what the community will accept. She stated everybody has an image of a renter and for the most part are correct, but no one should forget about people such as herself, upscale professionals who rent at some point in their life when they are not sure how long they can stay in a specific location or if they want to stay. Commissioner Copeland stated the housing market as a whole is down and to pick on this particular development as being not sellable is shortsighted and the Commission needs to look long term as the real estate business goes up and down all the time. She stated the thought that the developer would build upscale housing that would turn into Section 8 is unrealistic. Commissioner Copeland stated what the residents have right now is a dirt field and she suggests working with the developer to put something on that piece of land that will work for everyone.

Chairperson Lageschulte stated he has mixed feelings, in that while he likes the project, he is not sure about three stories. He stated if he lived in a house looking out over the dirt lot, he would want to see trees and shrubbery rather than the 30 foot wall of a shopping center. Chairperson Lageschulte stated it was his opinion the Commission was to vote per the peoples' opinions, and right now he has 10 opposed, 8 in favor and 1 unsure, and he also felt the City was not in a race to build out. He added that overcrowded schools were a problem as well.

Commissioner Iwanski thanked everyone for showing up at the meeting. He summarized that he had heard the concerns as school overcrowding, traffic/child safety, and property values. He announced that when it comes to school overcrowding and teacher to student ratios, talk to the governor's office, the state legislature and the representatives on the facility's school board because that is where you address those concerns, not at a Planning and Zoning Commission meeting and not with your city government. Commissioner Iwanski next addressed traffic and child safety, stating he had to defer to the professional staff and the traffic engineers and developers to continue to work together on the traffic flow, and he will continue to defer to the professional staff at Avondale. He stated in terms of opening up particular avenues, they could direct Staff to work with the developer to make sure their kids are safe. Commissioner Iwanski continued, stating Rose Properties has done quality developments and have a track record of success and can address the concerns of property values. He stated he likes the project as it provides a housing option that currently does not exist in Avondale or in most places in the Southwest Valley with the exception of Westgate. Commissioner Iwanski stated when corporate CEOs and CEOs of hospitals tell him they need these housing products and these kind of options, to him this is a compelling argument to try to move this project forward, while at the same time addressing the concerns of the public. Commissioner Iwanski told Mr. Greene not to

bring up Section 8 again, and clarified that Section 8 was a federal housing project and there are specific requirements, and this project was not even close to that circumstance, and he would be more concerned about the 750 apartment units up the road. Commissioner Iwanski stated this project has his support.

Commissioner Alcorn stated he thinks the Commission needs to go to the next step and try to see exactly what Rose Properties has on their agenda. He clarified that the Commission was an advisory board and merely advises the City Council on what the people are saying, and if City Council thinks they want to proceed, they do not have to listen to the Planning Commission. He added that lately the City Council does seem to be listening to the Planning Commission and he is very pleased about that fact. Commissioner Alcorn stated he believes the system needs to be changed to where housing is not always in direct conflict with Mixed Use and should be changed to where it has a restriction, such as Mixed Use can be Mixed Use with Housing, and Mixed Use with restrictions for no housing, and that should be put in the General Plan because the Commission is having too much trouble with the issue coming up at the meetings over and over. He reiterated he would like this project to move forward.

Commissioner Grimsley stated his wife is a teacher in the Agua Fria High School District and he was shocked to hear that someone in the same neighborhood had their children bussed to Verado. He stated one problem he saw firsthand is that one week before school starts, the school is still filling teaching positions, so building new schools would not necessarily solve the problem. He stated he hopes people are telling their children to look into teaching as a vocation. Commissioner Grimsley stated for the Commission to know how much merit this project has or does not have, the project needs to go to the next step, and that still gives the City the opportunity to say that it cannot be built.

Commissioner Webster stated the Commission has a duty to find out if a project meets the criteria, which this project does, and the Commission needs to think about what is good for Avondale, and she does not believe Avondale can sit back and wait to decide what they want to do with a property, but should be proactive. She stated this is an opportunity for the City to be in the limelight and do something different. Commissioner Webster stated she thinks this is a good plan.

Commissioner Copeland stated that the next step would not be a cake walk, as the Commission would not allow three story town homes. She assured the audience that when the site plan comes forward, the concerns that have been brought up, the Commission is against them as well and the Commission will make sure that the integrity of their backyards and their privacy will be no more than if a single story home development were in their backyards. Commissioner Copeland stated she is in favor of this project because she realizes that the big boxes will not be drawn to so far away from the freeway, and this project will open up the opportunity for small business owners to go into the area where people can walk to, eat there, spend time there and enjoy their neighborhood. She added that with a traditional type commercial development, she doubted people would spend more than 15 minutes there. She stated she is looking forward to seeing the

site plan. Commissioner Copeland encouraged the audience members to attend as many of the Planning Commission's monthly meetings as possible.

Chairperson Lageschulte asked for further questions, and hearing none, called for a Roll Call vote on GP-07-3.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Nay
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed 5 to 1.

Chairperson Lageschulte opened the public hearing on SP-07-2.

Mike DeSmith, 12802 W. Fairmont Ave., Avondale, AZ, stated everyone has mixed feelings, but three stories are upsetting to him. He stated at this stage they do not know exactly what the project will be, but perhaps at the next level they might find out. Mr. DeSmith stated someday he may want a lock and leave residential unit, but he does not want rentals.

Chairperson Lageschulte suggested Mr. DeSmith get with the developer and let them know his concerns, and if he is not satisfied, he can come back and raise cane.

John Waltz, 12826 W. Fairmont Ave., Avondale, AZ, stated he realized his comments did not count for much, but he still wanted to take this opportunity to speak. He stated he understands the school issue and that the funding comes from the state, but he also understands that it starts some place and the Planning Commission has the opportunity right now to impact whether there will be more children going into a district or not. Mr. Waltz stated he understands the Planning Commission does not build the roads, but the Commission has the opportunity to address how much traffic goes out onto the road. He stated the Commission says it wants to represent the citizens of Avondale, and the people have spoken. He commended Chairperson Lageschulte for standing on that. He stated State Senators view every one letter they receive as representing over 100 voters, and if the Commission looks at this issue in the same light, he does not believe they have listened to the people of this subdivision. Mr. Waltz stated his property abuts the back of this project and he hears what Rose Properties is going to do and how it will benefit them, but wonders how it will benefit the residents. He stated while he appreciates the Commission's comments in trying to educate the citizens, they should give credit to some who do understand the process. Mr. Waltz stated the Commission has the responsibility to stop things, or to allow them to continue.

David Wood, 12806 W. Fairmont Ave., Avondale, AZ, stated he has an issue with the Commission saying the overcrowding in schools is not their problem, yet they will throw more residents into that area and he feels that is very irresponsible. He continued, stating that when addressing the burden of proof, one issue was there would be no economic impact on the city. He stated the national average for police officers was 2 officers per 1,000 residents, and Avondale was already behind. He stated if the Commission adds 1,000 residents and 450 units, that would be 2 officers, and questioned was that not an economic impact.

Eric Greene, 12827 W. Mulberry Dr., Avondale, AZ, stated Commissioner Iwanski had made him feel like he was in Russia where he cannot voice his opinion and that is what the First Amendment is for, and requested not to have his freedom taken away. He stated in the last meeting, the developer had stated that the Sage Creek HOA stated they were in favor of this project and that turned out to be a lie, and another real estate expert the developer is using stated tonight that the nearest condos are five miles away. Mr. Greene stated the kids are being bussed to Verado and his neighbor just put his home up for sale yesterday because he is tired of going out to Verado to pick his son up from school. He stated the project would impact their future, and everyone could not put their home up for sale. Mr. Greene stated if the Commission allows additional residential units to be built, they will increase the student-teacher ratio. He added there were landlords that have put up brand new communities on the west side of Phoenix along McDowell Road and they have turned to this means of revenue to pay their bills, and now there are apartment communities along Indian School Road and he wondered would they take the same road, and he did not want that type of environment near his home.

Chairperson Lageschulte asked if anyone else wished to speak, and hearing none, invited the applicant to respond. The applicant declined. Chairperson Lageschulte closed the public hearing.

Chairperson Lageschulte called for a motion on SP-07-2. Commissioner Copeland made a motion that the Planning Commission accept the findings and recommend approval of application SP-07-2, a request to amend the North Avondale Specific Plan, and Commissioner Webster seconded the motion.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Nay
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed 5 to 1.

Commissioner Copeland addressed Mr. Waltz, stating there was no intent to insult his or anyone else's intelligence. She stated that since they do not have many people attending the meetings, it was an opportunity for her to share information with everyone.

VIII. OTHER BUSINESS

1. PP-06-1: This is a public hearing before the Planning Commission to review and solicit public input on application PP-06-1, a request for a Preliminary Plat for Fleming Farms located at the southwest corner of Avondale Boulevard and Lower Buckeye Road. Staff Contact: Megan Neal.

Megan Neal, Planner II, Development Services Department, stated this 53 acre property was currently zoned PAD. She described the surrounding zoning as PAD and the surrounding properties, and stated the subject property is currently a Thoroughbred farm with a single family home. She stated the applicant is proposing a 147 lot, single-family subdivision for an overall density of 2.94 units per acre with plot sizes ranging from 7,245 to 8,395, with lot widths of 63', 68' and 73' and a minimum lot depth of 115'. Ms. Neal then described the access to the site and that pedestrians will utilize the 10' multi-use path, and that there are tracts connecting the trail and pocket park located throughout the community. She stated 19 percent of the site is common landscaping and 12 percent is active, open space, including a wide variety of trees. Ms. Neal stated Staff has requested the applicant provide another landscape tract at the north end of the development for access to the proposed school site. She stated the two acre park provides a tot lot, basketball sport court, as well as passive open space. She added the subdivision is proposing decorative entry signs on Avondale Blvd. and Lower Buckeye Road, as well as decorative walls with stone columns. Ms. Neal stated Staff believes the Preliminary Plat meets the following findings: The Avondale General Plan, PAD Zoning, and Subdivision Regulations. She stated Staff is recommending approval with the nine stipulations recommended by Staff.

Chairperson Lageschulte invited questions for Staff, and hearing none, invited the applicant to address the Commission.

Ed Boles, 702 E. Osborn, Phoenix, AZ, stating he was representing Evergreen Communities, and he is pleased with Staff's recommendation, and they are fine with the nine stipulations. He stated if the Commission wants a presentation, he will give it, but if they are happy, he is happy, and he requests the Commission's approval.

Chairperson Lageschulte invited questions for the applicant and received none.

Chairperson Lageschulte open the item for public hearing. There were no requests to speak. He invited further questions for the Staff or applicant, and hearing none, asked for a motion.

Commissioner Alcorn moved that the Planning Commission accept the findings and recommend approval of PP-06-1, a request for approval of Fleming Farms Preliminary Plat subject to the nine stipulations recommended by Staff. Commissioner Copeland seconded the motion.

Chairperson Lageschulte opened the item for discussion.

Commissioner Alcorn gave thanks for the deceleration lane, as it is a plus to anything that is being done in Avondale.

Chairperson Lageschulte stated he liked this project and thinks it will be great for that area. Chairperson Lageschulte called for a Roll Call vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

Chairperson Lageschulte thanked the applicant for the project.

IX. PLANNING STAFF REPORT

- Brian Berndt, Director of Development Services, introduced two new planning staff members, Pamela Bruno and John Vater. The Commission welcomed the new staff.

X. ADJOURNMENT

Commissioner Alcorn made a motion to adjourn, and Commissioner Iwanski seconded the motion. The motion passed unanimously. With no further business, the meeting concluded at approximately 10:02 p.m.

NEXT MEETING: July 19, 2007 – Council Chambers

FOR SPECIAL ACCOMMODATIONS

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at (623) 333-1200 at least 48 hours prior to the Commission meeting.

_____
Staff Signature

CITY COUNCIL REPORT

SUBJECT:
Appointment of Vice Mayor

MEETING DATE:
July 16, 2007

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Vice Mayor has requested a discussion concerning the appointment of the Vice Mayor position.

RECOMENDATION:

For Council discussion and to provide direction to staff as necessary.

ATTACHMENTS:

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No Attachments Available