

# CITY COUNCIL AGENDA

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

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**WORK SESSION**  
**October 1, 2007**  
**6:00 PM**

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## **CALL TO ORDER BY MAYOR ROGERS**

**1 ROLL CALL BY THE CITY CLERK**

**2 EMERGENCY MANAGEMENT UPDATE**

Staff will brief the City Council on a variety of Emergency Management related topics. This item is for information and discussion only.

**3 NEIGHBORHOOD AND FAMILY SERVICES COMMISSION ANNUAL REPORT**

The purpose of this item is to provide the annual report of the Neighborhood and Family Services Commission and to update the City Council on the activities of the Commission in its first year.

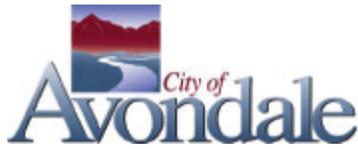
**4 ADJOURNMENT**

Respectfully submitted,

A handwritten signature in cursive script that reads "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:**  
Emergency Management Update

**MEETING DATE:**  
October 1, 2007

**TO:** Mayor and Council  
**FROM:** Paul Adams  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

To provide staff an opportunity to brief the Mayor and City Council on a variety of Emergency Management related topics.

**DISCUSSION:**

Staff will provide a brief overview and answer questions concerning a variety of Emergency Management topics including the City of Avondale Emergency Operations Plan, the National Incident Management System, the City Emergency Operations Center, the City Council role in the emergency management system, the TOPOFF IV exercise, and the Citizen Corps Council.

Local, county and state emergency management officials will also be present to respond to questions from the Mayor and Council Members regarding any of the above topics.

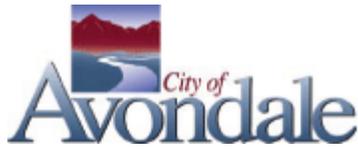
**RECOMENDATION:**

This item is for information and discussion only.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Neighborhood and Family Services Commission Annual Report

**MEETING DATE:**

October 1, 2007

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this item is to provide the annual update of the activities of the Neighborhood and Family Services Commission (Commission) as required by the bylaws and to share the results of the recent Commission visioning retreat.

**BACKGROUND:**

In May 2006, the City Council created the Commission to advise the new Neighborhood and Family Services Department on strategies to strengthen families and neighborhoods and to provide input on a variety of community projects and programs. The Commission first convened in September 2006.

**DISCUSSION:**

The Commission spent its first year both learning about the programs and services of the Neighborhood and Family Services Department and reviewing and providing feedback on department initiatives. The Commission established a sub-committee to review in detail Community Development Block Grant and HOME program issues and funding requests. The full Commission also spent considerable time learning about CDBG and HOME and reviewed and recommended items to City Council. Some of the other topics discussed by the Commission include the following:

- Department Budget and Staffing Levels
- Code Enforcement and International Property Maintenance Code
- Legislation impacting Homeowners Associations
- Social Services Programs
- Rental Property Issues
- Healthy Avondale
- Temporary Sign Ordinance
- Earned Income Tax Credit (EITC)
- Social Services Advisory Board Updates

The Commission also reviewed and provided feedback to the Police Department on the Block Watch program and the GAIN event. The Police Department also provided a presentation on crime analysis, mapping technology and how commissioners can use the Avondale web site to access crime data. Additional departments have provided informational reports to the Commission on the Traffic Calming Program, the Economic Development Strategic Plan and other topics.

The Commission recently participated in a visioning retreat during which they discussed their vision for Avondale neighborhoods. The purpose of this retreat was to provide a framework for staff to build a strategic plan which is attached. The retreat was an opportunity for the Commission to articulate their desires for the Avondale community. Staff reviewed existing programs and also discussed strategies that contribute toward the vision, working within existing resources. The resulting plan articulates a vision, rationale and an action

plan which was a joint project between the Commission and staff. The following is the vision articulated by the Commission:

Avondale is a city...

- where all neighborhoods are connected to create one community
- that has economically viable, stable neighborhoods
- that provides opportunities to all families
- that supports our schools and students
- where all stakeholders contribute toward a safe and crime free community
- that preserves history and tradition

The vision was created in the context of Avondale neighborhoods and with the view that the Commission, the department, Social Services Advisory Board, Youth Advisory Commission and IPMC Appeals Board can all contribute toward achieving this vision. The attached plan discusses each part of the vision in more detail and includes department strategies for each.

**BUDGETARY IMPACT:**

This item has no budgetary impact.

**RECOMENDATION:**

This is for information only.

**ATTACHMENTS:**

Click to download

 [Neighborhood and Family Services Vision and Plan](#)

## **Neighborhood & Family Services Department Visioning and Strategic Plan**

### **Neighborhood & Family Services Department**

The Neighborhood and Family Services Department was created to support and nurture the development of families and the neighborhoods in which they live. The department includes Code Enforcement, Community Development, Social Services and Youth Services. The department addresses both neighborhood revitalization where needed and also maintenance of thriving neighborhoods by addressing both the physical aspects and the human service needs. In partnership with residents, the department addresses the upkeep and rehabilitation of substandard housing and other property. This includes enforcing property maintenance and zoning regulations in the interest of health and safety, general welfare and blight elimination. In addition, the department provides safety net services and prevention programs to families in need. When appropriate, tools and training are made available for families to become self-sufficient. The department seeks to bring new services to Avondale through partnerships, collaboration and leveraging of funds. This approach recognizes that the health of the community is a shared responsibility and that no one entity can meet all the needs of Avondale neighborhoods. Staff will advocate for families, children, youth and residents by listening to their needs and desires and developing programs and strategies to address those needs.

### **Role of the Neighborhood & Family Services Commission**

The Neighborhood & Family Services Commission serves as an advisory body to the City Council for the purpose of identifying neighborhood and family issues and the possible resources to meet these needs through collaboration with community groups, agencies, other cities and organizations. The Commission recommends strategies to strengthen families and neighborhoods and provide staff with input on a variety of community projects and programs. The Neighborhood and Family Services Commission is charged with advising the staff of the Neighborhood and Family Services Department as they work to support, nurture and develop strong families and the neighborhoods in which they live. The Commission was created to make recommendations to City Council and to advise the department on all its programs and services. The Commission provides community input and feedback on the direction of the programs and services. It is meant to assist with outreach. In addition to advising on all department functions, the Commission advises the City on block watch programs and GAIN.

### **Role of the Social Services Advisory Board**

The Social Services Advisory Board advises the City Council and the Neighborhood & Family Services Department, Social Services Division on the social service needs of the community. Specific attention is given to helping people identify and seek solutions to their needs. The Board also supports the Department in finding resources to meet these needs through collaboration with community groups, agencies, cities and organizations. The Community Action Program is an area of particular emphasis, and the Board is comprised of members from Avondale, Goodyear and Litchfield Park to reflect the service area of this program. The Board

meets the advisory board requirements of Maricopa County Human Services Department which authorizes community action funding.

### **Role of the Youth Advisory Commission**

The Avondale Youth Advisory Commission was created to promote positive change in the lives of Avondale youth by identifying the needs of youth in Avondale. They also aim to improve community attitudes about youth through positive action. The Youth Advisory Commission has participated in numerous City events and has volunteered in community causes. Representatives of this Commission attend a National League of Cities conference annually to represent the youth of Avondale.

### **Role of the International Property Maintenance Code (IPMC) Appeals Board**

The IPMC Appeals Board functions as a review committee which enables citizens to appeal determinations made by the Code Enforcement Division. As a critical part of their due process, citizens are able to speak and be heard by fellow citizens regarding property maintenance concerns and actions. The IPMC Board has excelled in learning the IPMC codes and would like to expand into being available to support other compliance codes.

### **Mission Statement**

To enhance the quality of life in Avondale by improving and strengthening neighborhoods, fostering self-reliance and instilling community pride.

### **VISION**

#### **Avondale is a city...**

- ...where all neighborhoods are connected to create one community
- ...that has economically viable, stable neighborhoods
- ...that provides opportunities to all families
- ...that supports our schools and students
- ...where all stakeholders contribute toward a safe and crime free community
- ...that preserves history and traditions

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### **Unified, Engaged Community**

#### **Avondale is a City...**

Where all neighborhoods are connected to create one community,  
where citizens are active and engaged and celebrate cultural diversity,  
And where city leaders talk to their community throughout the year.

The diverse neighborhoods of Avondale all contribute to a vibrant community. It is important for residents to feel that their neighborhood is valued as part of the whole regardless of location,

whether it is a newer or older area or the demographic make-up. Outreach is critical from City leaders. Creative forms of outreach and continuing efforts to publicize events and to obtain feedback from residents on decisions that affect them are important. Neighborhoods that have homeowners associations and those without are equally important to the community. The Neighborhood and Family Services Department will strive to create and promote programs and services that foster community connections. In addition, all department commissions and boards will advise the department in creating community connections and also participate in outreach efforts.

### **Unified, Engaged Community Strategies**

- Continue to utilize the Neighborhood & Family Services Commission to assist with outreach to friends, neighbors, colleagues and businesses. (Neighborhood and Family Services Commission - NFSC)
- Identify and utilize non-traditional and creative means of community outreach to publicize our programs, support neighborhoods and obtain input on services. (Neighborhood and Family Services Department - NFSD)
- Utilize technology to communicate with the public through the Web Site, virtual communities and listservs. (NFSD)
- Research the feasibility of having electronic community information boards in the Community Centers and other City facilities. (NFSD)
- Publicize and hold public meetings in the neighborhoods. (NFSC)
- Promote the benefits of homeowners associations (HOAs) and stay informed on legislation affecting HOAs. (NFSD and NFSC)
- Increase Neighborhood and Family Services Commission involvement in the CDBG planning process by holding a planning strategy session early in the Consolidated and Action Planning process. (Community Development)
- Obtain a formal review by the Neighborhood and Family Services Commission of the Consolidated and Annual Action Plans prior to formulating recommendations and submitting them to Council. (Community Development)
- Develop the Youth Advisory Commission into a more active voice in advocating for their peers and providing input to programs aimed to serve youth. (Youth Services)
- Revise the Social Services Advisory Board Bylaws to reflect their current activities and to reinforce the action-oriented nature of the Board. (Social Services)
- Utilize the Healthy Avondale Community Committee to encourage community involvement in the initiative. (Social Services)

- Review and incorporate several miscellaneous codes into the IPMC and offer the citizens an Appeals Board that envisions a wider scope of resident needs and expectations. (Code Enforcement)

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## **Viable Neighborhoods**

Avondale is a City that has...

Economically Viable, Stable Neighborhoods.

In order for a neighborhood to be healthy, it needs to be economically viable and stable. There is a balance of owners and renters. Residents are vested in the health of their neighborhood. Homes and businesses are well-maintained and free of blight. Property values are stable, and people enthusiastically invest in their homes and businesses. The Neighborhood & Family Services Department plays a role in creating and maintaining viable neighborhoods by implementing programs to improve housing stock and by enforcing the International Property Maintenance Code for both residential and non-residential properties. Enforcing property maintenance has resulted in a noticeable change and also promotes neighborhood and community pride. The department strives to target resources where they are most needed to improve neighborhoods in need and to maintain neighborhoods already thriving.

## **Viable Neighborhood Strategies**

- Develop a legal and positive program that will allow code officers not only to continue to respond to complaints with a reactive approach but also to utilize proactive enforcement. (Code Enforcement)
- Participate in the citywide Mobile Home Task Force which is a combined effort of multiple departments to review and provide solutions to the complicated needs of the City's mobile home parks, and enforcement of responsibilities of the mobile home park owners. (Code Enforcement and Social Services)
- Work with residents to improve their properties to comply with the International Property Maintenance Code by making funds available to assist them when a financial need exists. (Social Services/Code Enforcement)
- Continue to provide educational opportunities to rental property owners and tenants to include rental registry, tax obligations, fair housing, crime prevention and the Landlord-Tenant Act. (NFSD)
- Participate in the Regional Foreclosure Prevention Task Force to assure that all strategies to address this issue are implemented in Avondale. (NFSD)

- Partner with Maricopa County and non-profit agencies to improve subsidized rental properties and public housing. (Community Development)
- Promote an economic climate in Avondale neighborhoods that is conducive to private investment by improving the existing housing stock and increasing property values. (Community Development)
- Continue to invest in neighborhood infrastructure that supports existing residential and commercial land uses and promotes the type of new investment that enhance the safety and economic viability of the neighborhood. (Community Development)
- Provide the possibility of homeownership to families that have good credit and stable jobs but lack the savings to purchase their first home. (Community Development)
- Increase the overall homeownership rates in neighborhoods by providing homebuyer assistance programs that make available down payment capital and engage the lending, building and real estate community in serving the workforce housing market. (Community Development)
- Invest in job training programs as a means to bolster the local economy by creating a qualified work force while reducing costs associated with criminal activity and prosecution. (Community Development)
- Utilize local, state and federal funds to rehabilitate commercial store fronts in Old Town Avondale for the purpose of revitalizing the physical nature of the area as well as to attract additional private investment. (Community Development)
- Make loan capital available through local, state and federal funds to provide small loans to start-up businesses that do not otherwise have access to capital through existing banks. (Community Development)

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## **All Families**

Avondale is a City that ...

Provides opportunities to all families.

City amenities and activities can improve the quality of life. The needs and desires of residents are as varied as the residents themselves. There are special events, recreational and sports activities, leisure and self-improvement classes offered through the Parks, Recreation and Library Department and other City departments. Many families also seek opportunities to improve their life situations and to become more self-sufficient. Providing free opportunities for families to learn financial management skills and facilitating the ability of families to become self-sufficient is one example of an opportunity the Department makes available to families. Promoting healthy living and proactively addressing disease prevention in our community is also

an important opportunity available through Healthy Avondale. The Neighborhood and Family Services Department strives to provide opportunities for families to improve their situations.

## **Opportunities for All Families Strategies**

- Narrow the gap between lower and medium income neighborhoods through financial education and assistance in asset development. (Social Services)
- Strengthen families and make them more self-sufficient through case management, financial assistance, referrals, and other services provided through the Community Action Program. (Social Services)
- Provide support, education, and resources to adolescents who are pregnant and/or parenting to assist them in developing a strong family base through the Avondale Young Families Program. (Social Services)
- Provide other avenues for families to achieve self-sufficiency through outside agencies by administering the Contributions Assistance Program. (Social Services)
- Provide events and education which teach residents the skills to become healthier through healthy eating, participating in physical activity, receiving preventive screenings, and making healthy lifestyle choices. (Social Services)
- Participate in planning of targeted education and informational events in the West Valley designed to meet human service needs identified by residents through the West Valley Human Services Alliance. (Social Services)
- Provide opportunities for families to address health and safety issues in their properties through the Emergency Home Repair Program. (Community Development)
- Support local non-profit organizations through Contributions Assistance and capacity-building opportunities to increase their ability to address the needs of families. (Social Services)

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## **Schools and Students**

Avondale is a City that ...

Supports our schools and students.

Strong schools are critical to the health of the community and to achieving strong neighborhoods. Good schools lead to a well-educated workforce and also attract residents to an area. Good schools can raise the property values in an area and contribute to the economic viability of a neighborhood. Schools can serve as a focal point and gathering area for neighborhoods. The schools are integral to the community. There is an important role for the

City of Avondale to play in supporting the schools, depending on the needs and desires of each school. The Neighborhood and Family Services Department strives to be a full partner with the schools in ways that are most appropriate to each school. Establishing strong working relationships with the schools is a priority for the department. It is also a priority to provide vocational, recreational and skill-building opportunities to teens through partnerships with the schools and other community agencies.

### **Schools and Students Strategies**

- Provide civic and volunteer opportunities to students, such as the Paint-A-Thon, Global Youth Services Day, and Youth Advisory Commission. (Youth Services and Social Services Advisory Board)
- Increase participation in the Youth Advisory Commission by providing incentives to current members and by strengthening outreach efforts. (Youth Services)
- Provide leadership and educational opportunities for youth, such as the Teen Summit and the Dollarwise Financial Training. (Youth Services)
- Work with parenting adolescents to make their school careers successful through the Avondale Young Families program. (Social Services)
- Provide support to schools in initiatives that meet department and school goals, such as the Hands and Words are not for Hurting program at Quentin Elementary. (Youth Services)
- Engage in the Western Regional School Readiness Partnership to promote quality early care and education for children from birth through age 5 in Avondale and the Southwest Valley. (Social Services)
- Provide job training and education funds to youth through the Next STEP program (Youth Services)
- Establish GED program targeting out-of-school youth. (Youth Services)

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### **Safe and Crime Free**

Avondale is a City ...

where all stakeholders contribute toward a safe and crime free community.

Everyone plays a part in creating safe neighborhoods. Residents can make their neighborhoods safer simply by knowing their neighbors and calling the Police as appropriate. Block watch groups provide a way to organize such efforts. Providing activities and other opportunities to youth is a form of prevention by providing alternatives to youth. Encouraging residents to maintain their properties and using enforcement methods when necessary also contribute to the

well-being of a neighborhood and feelings of safety. Getting rid of graffiti as soon as possible is critical. When it appears that no one is paying attention to a neighborhood because properties are not maintained and residents do not know each other, it is more likely to have crime. The Commission and Department strive to contribute to safe neighborhoods in partnership with residents and businesses.

## **Safe and Crime Free Strategies**

- Maintain current assessments of the infrastructure and service needs in Avondale's low-income neighborhoods and utilize the Annual Action Planning process to identify which CDBG funded projects provide the most benefit relative to neighborhood and city-wide circumstances. (Community Development)
- Abate graffiti in the right-of-way as soon as possible and work with property owners to assist in this effort by abating graffiti on private property. (Code Enforcement)
- Develop a volunteer graffiti abatement program that provides easily available supplies, graffiti abatement education, code staff support and positive reinforcement and recognition to volunteers. (Code Enforcement)
- Proactively educate and enforce the sign ordinance by developing programs to notify community businesses and real estate companies of permit requirements and sign placement before signs are placed. (Code Enforcement)
- Work closely with HOAs on property maintenance and graffiti by communicating with and educating HOAs as needed, following up on Code Enforcement issues and engaging HOA teams in the volunteer graffiti program. (Code Enforcement)
- Publicize the block watch program and make recommendations based on community needs. (NFSC)
- Provide recommendations and feedback on the Getting Arizona Involved in Neighborhoods (GAIN) event. (NFSC)
- Provide safety net financial assistance through the Community Action Program to prevent residents from resorting to crime to meet their basic needs. (Social Services)
- Prevent homelessness through rent and utility payment assistance and referrals to community resources. (Social Services)
- Provide young parents with the skills to raise their children in safe environments through the Avondale Young Families Program. (Social Services)
- Develop an after-school program in partnership with a local high school to provide positive alternatives for youth. (Youth Services)

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## **Traditions and History**

Avondale is a City that ...

Values and preserves Traditions and History.

The Neighborhood and Family Services Department recognizes the importance of Avondale history and traditions. The rapid growth of Avondale provides opportunities for the community, yet its rich history also gives the community depth. In our interactions with residents, the formulation of programs and the plans for the future, staff and Commission members will keep in mind this importance while at the same time working toward the future.

## **Strategies**

- Provide customer service in ways that recognize and honor the different backgrounds and cultures. (NFSD)
- Encourage Old Town residents to be actively involved in the Revitalization project and assist with community outreach toward this effort. (Community Development)
- Use local, state and federal funds to preserve and rehabilitate Avondale's historical buildings in order that they remain an asset to the community as well as a value which sustains continued investment. (Community Development)
- Incorporate the comments and viewpoints of Avondale citizens in all preservation and revitalization projects such as the Old Town revitalization planning process to gain a historical perspective that can be incorporated into the design as well as to instill pride of ownership in future investments. (NFSD)

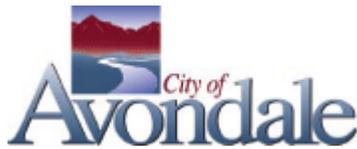
## **Funding Issues**

The focus of the department is to bring new services to Avondale primarily through partnerships, collaboration and leveraging. Although additional investment of general purpose funds will assist in advancing the strategies quicker in some instances, the department strives to obtain grant funding from state, federal and private sources. Accessing grants and assuring that Avondale receives its fair share of outside funding is a top priority. All strategies in this plan can be advanced to varying degrees with existing staff and funding.

## **Performance Measures**

Measuring success is an important part of any plan. However, it is important that informative measures be selected and that baseline data is established. The department will embark on a process to determine how best to measure success including establishing measures and baseline data. Current performance indicators included in the budget will be used as a starting point in

this effort. In addition, the establishment of further measures is a top priority of the department in partnership with the Commission.



# CITY COUNCIL AGENDA

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

**REGULAR MEETING**  
**October 1, 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. SPECIAL EVENT LIQUOR LICENSE- SOUTHWEST HISPANIC CULTURE ASSOCIATION - BILLY MOORE DAYS**

Staff is requesting that Council consider a request for a special event liquor license from Mr. Armando Moraga representing the Southwest Hispanic Culture Association, 9916 West Kirby, Tolleson, to be used in conjunction with Billy Moore Days, October 26, 27, and 28, 2007 at Festival Fields, 101 East Lower Buckeye Road.

**b. LIQUOR LICENSE – TASTINGS WINE BAR**

Staff is requesting that the City Council consider a request by Ms. Susan Moody, for a Series 7 On-Sale Retailer's license to sell beer and wine and a Series 16 (State Series 12) Restaurant license to sell all spirituous liquors at Tastings Wine Bar & Bistro, 1809 North Dysart Road #106. The Council will take appropriate action.

**c. GERALD HARDT GRANT**

Staff is requesting that the City Council approve the Gerald Hardt Memorial Grant contract between the City of Avondale and the Arizona Criminal Justice Commission. The Council will take appropriate action.

**d. ESTABLISHMENT OF A CITIZEN CORPS COUNCIL**

Staff is requesting that the City Council approve the establishment of an Avondale Citizen Corps Council (ACCC). Council will take appropriate action.

**e. RESOLUTION 2684-1007 ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM**

The Council will consider a resolution adopting the National Incident Management System (NIMS) as the Emergency Management system for the City of Avondale. The Council will take appropriate action.

**f. RESOLUTION 2687-1007 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT - ARIZONA DEPARTMENT OF TRANSPORTATION FOR COST SHARING THE REPLACEMENT OF THE 107TH AVENUE OVERPASS STRUCTURE**

The Council will consider a resolution authorizing an intergovernmental agreement with the Arizona

Department of Transportation authorizing payment of \$2,019,335 as the City's share of the cost to replace the I-10/107th Avenue overpass structure, authorizing the transfer of \$500,000 from 304-1154, Traffic Signal – Indian School/El Mirage, \$420,000 from 304-1157, Avondale Boulevard – Northbound @ I-10 Right Turn Lane, and \$1,200,000 from 304-1193 (FY08-09), Buckeye Road – 107th Avenue to Avondale Medians to a newly created line item for the 107th Avenue overpass structure on Interstate 10 project, and authorizing the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**g. RESOLUTION 2686-1007 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT - ADOT - I-10 AESTHETIC ENHANCEMENTS**

The Council will consider a resolution authorizing an intergovernmental agreement with the Arizona Department of Transportation (ADOT) for I-10 aesthetic enhancements, and authorize the Mayor or City Manager and City Clerk to execute the documents. The Council will take appropriate action.

**h. ORDINANCE 1265-1007 AUTHORIZING THE DEDICATION, PURCHASE, OR CONDEMNATION OF LAND AND EASEMENTS FOR RIGHT-OF-WAY PURPOSES RELATING TO THE VAN BUREN ROADWAY IMPROVEMENTS PROJECT**

Staff is requesting that the City Council adopt an ordinance authorizing the dedication, purchase or condemnation of land and easements for right-of-way purposes relating to the Capital Improvement Project ST1089 for Van Buren Street Roadway Improvements, from the Agua Fria Bridge to Fairway Drive, and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

**4 PUBLIC HEARING AND ORDINANCE 1269-1007 – PAD REZONE - ENTORNO - Z-06-13**

The Council will hold a Public Hearing and will consider an ordinance approving the rezoning from AG (Agricultural) to PAD (Planned Area Development), 160 acres located at the southwest corner of Indian School Road and 99th Avenue. The Council will take appropriate action.

**5 SITE PLAN - AVONDALE COLDWATER I (CONTINUED FROM 9/4/07)DR-06-20**

The Council will consider a request for site plan approval for Avondale Coldwater, an 8.3 acre shopping center with retail and office uses located on the northwest corner of Coldwater Springs Blvd and Avondale Blvd. The Council will take appropriate action.

**6 MASTER SITE PLAN FOR HARBOR SHORES EXECUTIVE PARK & GARAGE TOWN AND FINAL SITE PLAN FOR THE SAME EXCEPT ONE PAD (DR-07-5)**

The Council will consider a request for Master Site Plan approval for Harbor Shores Executive Park & Garage Town and Final site Plan approval for Harbor Shores Executive Park & Garage Town except for the pad at the southwest corner of the proposed site. The Council will take appropriate action.

**7 PUBLIC HEARING – CONDITIONAL USE PERMIT - GARAGE TOWN (CU-07-2)**

The Council will hold a Public Hearing and will consider a request for a Conditional Use Permit to allow a personal self storage facility, 7 acres located north of McDowell Road between 107th Avenue and Harbor Shores Boulevard. The Council will take appropriate action.

**8 PUBLIC HEARING AND ORDINANCE 1268-1007 FOR DEL RIO RANCH PHASE III REZONING (Z-07-1)**

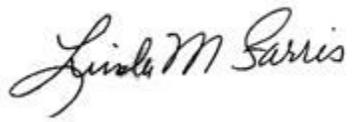
The Council will hold a Public Hearing and will consider an ordinance approving a PAD Zoning Amendment for Del Rio Ranch Phase III, 176 acres located north of Lower Buckeye Road, south of Buckeye Road, and west of El Mirage Road to the Agua Fria River. The Council will take appropriate action.

**9 PRELIMINARY PLAT AMENDMENT FOR DEL RIO RANCH PHASE III (PP-07-1)**

The Council will consider a request to approve a Preliminary Plat Amendment for Del Rio Ranch Phase III, 176 acres located north of Lower buckeye Road, south of Buckeye Road, and west of El Mirage Road to the Agua Fria River. The Council will take appropriate action.

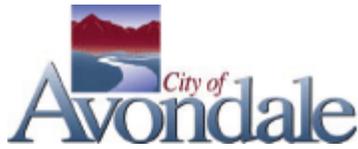
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Respectfully submitted,

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Linda Farris, CMC  
City Clerk

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# CITY COUNCIL REPORT

**SUBJECT:**  
Special Event Liquor License- Southwest Hispanic  
Culture Association - Billy Moore Days

**MEETING DATE:**  
October 1, 2007

**TO:** Mayor and Council  
**FROM:** Linda Farris, City Clerk (623)333-1211  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that Council consider a request for a special event liquor license from Mr. Armando Moraga representing the Southwest Hispanic Culture Association, 9916 West Kirby, Tolleson, to be used in conjunction with Billy Moore Days, October 26, 27, and 28, 2007 at Festival Fields, 101 East Lower Buckeye Road.

**DISCUSSION:**

The City Clerk's Office has received an application for a special event liquor license from Armando Moraga, representing the Southwest Hispanic Culture Association, to be used in conjunction with Billy Moore Days, October 26, 27, and 28, 2007 at Festival Fields, 101 East Lower Buckeye Road.

Staff has reviewed this application using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1. The event will be open to the public.
2. A background check of the organizer, Mr. Armando Moraga, revealed no contact with the Avondale Police Department
3. The event will include concerts, rides, live entertainment, dancing, food vendors.
4. Security measures taken by the applicant – Four police officers and event security.
5. Beer will be sold at the event .
6. Beer will be sold in plastic cups. .
7. Has this event created any neighborhood disturbances in the past three years – A check of calls for service from last year revealed no calls for service.
8. Potential for problems in the neighborhood in terms of noise, hours and time of the event - Festival Fields is located in an area of light industrial use. All activities will be confined to the Park location other than the parade. The Park is surrounded by A-1 (light industrial) and AG (agricultural).
9. Length of the event - The event will occur on Friday, October 26, 2007 from 6:00 p.m. to 11:00 p.m. and Saturday, October 27, 2007 from 1:00 p.m. to 11:00 p.m. and Sunday, October 28, 2007 from 1:00 p.m. to 8:00 p.m.
10. Sanitary facilities available to the participants – portable toilets provided by the city.
11. Is zoning appropriate - Zoning is A-1 General Industrial. Planning staff has indicated that the proposed use will not result in incompatible land uses.
12. The anticipated attendance - see attached chart.
13. Nature of sound amplification system - Four speakers will be used on the stage for the band and other events on the stage. The stage will be located near the north end of Coldwater Park.
14. No traffic control measures are necessary per the Chief of Police.

**RECOMENDATION:**

Staff is recommending that Council approve a special event liquor license for the Southwest Hispanic Culture Association, 9916 West Kirby, Tolleson, to be used in conjunction with Billy Moore Days, October 26, 27, and

28, 2007 at Festival Fields, 101 East Lower Buckeye Road

**ATTACHMENTS:**

**Click to download**

 [Anticipated Attendance](#)

 [Application](#)

 [Comments](#)

**Billy Moore Days**  
**October 26, 27 and 28, 2007**  
 Festival Fields  
 Anticipated Attendance

Date	Event		Beer Garden	
	Anticipated Daily Attendance	Anticipated Peak Daily Attendance	Anticipated Daily Attendance	Anticipated Peak Daily Attendance
Friday, October 26	3,050	800	80	30
Saturday, October 27	4,050	800	130	40
Sunday, October 28	3,050	550	60	25



## Special Event Liquor License Application

Any person qualified to apply for a special event liquor license pursuant to ARIZ. REV. STAT. § 4-203.02-B shall make application to the City. This form shall be completed and submitted to the City Clerk at least 21 days prior to the special event and must be accompanied by the Arizona Department of Liquor Licenses and Control's Application for Special Event License. The Avondale City Council will review the application and forward it along with its recommendation to the State.

The City Council may consider the following factors to determine approval or disapproval of the special event liquor license application:

1. Whether the event will be open to the public.
2. Criminal history of the applicant.
3. Nature of the event.
4. Security measures taken by the applicant.
5. Type of alcohol that will be sold at the event.
6. How the alcohol will be served.
7. Whether the promoter of the event has obtained a special event liquor license in the City of Avondale within the last three years that created neighborhood disturbances.
8. Potential for problems in the neighborhood of the proposed event in terms of noise, hours and time(s) of the event.
9. Length of the event.
10. Sanitary facilities available to the participants.
11. Whether the zoning is proper.
12. Anticipated number of attendees.
13. The nature of the sound amplification systems.
14. Whether traffic control measures will be taken.

**GENERAL INFORMATION** – Applicant must be a member of the qualifying organization and authorized to submit the application

AVONDALE BILLY MOORE HERITAGE DAYS	OCT 26, 27, 28, 2007
<b>Name of Event</b>	<b>Date of Event</b>
CARNIVAL	FESTIVAL FIELD
<b>Nature of Event</b> (carnival, dinner, dance, concert, etc.)	<b>Name of Venue</b>
101 E. LOWER BUCKEYE ROAD AVONDALE AZ 85323	(623) 333-2400 ( )
<b>Location Address</b>	<b>Phone Number</b> <b>Fax Number</b>
Armando Moraga	a.moraga@southwesthispanic.org
<b>Name of applicant</b> (Must be on site during the event)	<b>E-Mail Address</b>
SOUTHWEST HISPANIC CULTURE ASSOCIATION	Charitable
<b>Sponsoring Organization</b>	<b>Type of Organization</b>
Armando Moraga	86-0968118
<b>Name of contact at Sponsoring Organization</b>	<b>501-C-3#</b>
	(623) 692-4340
	<b>Phone Number</b>

**EVENT INFORMATION**

Is this event open to the public?  Yes  No

Event location complies with zoning regulations  Yes  No

Will portable restroom facilities be available?  Yes  No If yes, how many facilities will be available? 15 Provide the following and indicate location on site plan

Company NATIONAL CONSTRUCTION MATERIALS

Address 2131 W ROOSEVELT, PHOENIX AZ 85003

Contact ANITA PALLADINO Phone: 602 253 5006

- ◆ Guideline for anticipated attendance/portable restrooms ratio for a 6 hour event: 80 people per unit if alcohol is served; 100 people per unit if alcohol is not served.

**STREETS / TRAFFIC**

Does the event propose closing, blocking, or using of any city streets, sidewalks, alleys, or public parking lots?  Yes  No

If yes, provide the following:

What	From/To	Date(s)	Time(s)

- ◆ Street closures must be approved by the Police, Fire and Field Operations Departments

**ALCOHOL**

\* Minors are not allowed in areas designated for alcohol consumption. Applicant must be a member of the qualifying organization and authorized to submit application.

Is alcohol included in the admission price to the event?  Yes  No  
(applies to charitable, religious, fraternal or political groups only)

Anticipated attendance in liquor area:

HOURS:

	DATE:	DAY:	FROM A.M./P.M	TO A.M./P.M	ANTICIPATED DAILY ATTENDANCE	ANTICIPATED PEAK DAILY ATTENDANCE
DAY 1:	<u>10/27</u>	<u>Friday</u>	<u>6pm</u>	<u>11pm</u>	<u>80</u>	<u>30</u>
DAY 2:	<u>10/28</u>	<u>Saturday</u>	<u>1pm</u>	<u>11pm</u>	<u>130</u>	<u>40</u>
DAY 3:	<u>10/29</u>	<u>Saturday</u>	<u>1pm</u>	<u>8pm</u>	<u>60</u>	<u>25</u>
DAY 4:						
DAY 5:						
DAY 6:						
DAY 7:						
DAY 8:						
DAY 9:						
DAY 10:						

Describe methods that will be used to identify attendees under the age of 21 and ensure they are not served alcohol?

GOVERNMENT ISSUED PICTURE ID WILL BE USED AND WRISTBANDS WILL BE ISSUED

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event?

SECURITY WILL BE USED FOR THE EVENT AND CLEAR SIGNALS WILL BE USED TO PREVENT ACCESS

Will more than 50% of the event's gross revenues be derived from alcohol sales?  Yes  No

Type of alcohol to be served:  Beer  Wine  spirituous liquor

How will the alcohol be served?

glasses  bottles  Plastic Containers  disposable cups  cans

How will alcohol be obtained? CONTRIBUTIONS FROM BEER COMPANY

Has the applicant been convicted of a felony in the past five years?  Yes  No

If yes, please provide a detailed explanation including dates, nature, location and disposition.

\_\_\_\_\_  
\_\_\_\_\_

Has the Applicant/Organization ever had a liquor license or event permit denied, revoked or suspended?  Yes  No If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

Has a similar event been held in the City of Avondale in the last three years and if so, has it created any neighborhood disturbances?  Yes  No

If yes, please give specific information including event, dates and nature of disturbance.

NO DISTURBANCES

SIMILAR EVENTS: AVONDALE BM HERITAGE DAYS 2006

Sound System

\_\_\_\_\_

**EVENT SECURITY**

*\*The City of Avondale only allows security companies that are licensed and bonded in the State of Arizona.*

Will private security be used at the event?  Yes  No  
If yes, provide name of company \_\_\_\_\_

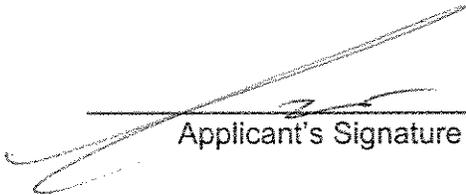
Will the event be requesting off-duty Avondale Police Officers?  Yes  No

**FEES**

The fee for a Special Event Liquor License is \$25.00 per event day and must accompany this application - this is in addition to the State's fee.

**CERTIFICATION**

I hereby certify that I am the applicant filing this application as listed in Section 1 and the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the application. Intentional omissions or falsification of information is sufficient grounds for denial of the application and subsequent revocation of the permit. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from the conduct of the applicant, sponsor or promoter, their employees, suppliers, vendors or agents, or any of their guests, invitees or licensees with regard to the event applied for. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims, liabilities, damages, costs and expenses, including reasonable attorney's fees and court costs, resulting from any facility, park or lake closure due to inclement weather, an issued warning or other emergency situation. In such an instance, I understand that all event participants must follow the City's guidelines and procedures for lake/facility evacuation and that this event is being held inside the City limits and all City rules and regulations apply. I also understand that the City reserves the right to determine that park facilities are unusable as a result of inclement weather.

  
\_\_\_\_\_  
Applicant's Signature

9/24/07  
Date

Please submit application to:  
City Clerk's Department  
11465 W. Civic Center Drive, Suite 200  
Avondale, Arizona 85323



## Special Event Liquor License Application

### ADDENDUM

Please provide the information requested below. This information is being requested in order to process the application and will be used only for the purpose of conducting a background investigation of the applicant.

AVONDALE BILLY MOORE HERITAGE DAYS  
Name of Event

OCT 26, 27, 28, 2007  
Date of Event

*Armando Moraga*  
~~OCT 26, 27, 28, 2007~~  
Name of applicant (Must be on site during the event)

Driver License Number

*[Handwritten Signature]*  
Applicant's Signature

*09/24/07*  
Date

**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 SPECIAL EVENT LICENSE**  
 Fee = \$25.00 per day, for 1-10 day events only  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.**

**\*\*APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

DEPT USE ONLY  
LIC#

1. Name of Organization: SOUTHWEST HISPANIC CULTURAL ASSOCIATION

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0968118

3. The organization is a: (check one box only)

- Charitable       Fraternal (must have regular membership and in existence for over 5 years)  
 Civic               Political Party, Ballot Measure, or Campaign Committee  
 Religious

4. What is the purpose of this event? AVONDALE BILLY MOORE HERITAGE DAYS

5. Location of the event: 101 E LOWER BUCKEYE ROAD AVONDALE MARICOPA 85323  
Address of physical location (Not P.O. Box)                      City                      County                      Zip

**Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: Moraga Armando D  
Last                      First                      Middle                      Date of Birth

7. Applicant's Mailing Address: 9916 W. Kirby Tolleson AZ 85353  
Street                      City                      State                      Zip

8. Phone Numbers: (602) 697-4347 (602) 542-6268 (602) 907-6309  
Site Owner #                      Applicant's Business #                      Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	_____	_____	_____	_____
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)
11. This organization has been issued a special event license for 7 days this year, including this event (not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
 If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.**

Name	Address	Percentage
SOUTHWEST HISPANIC CULTURAL ASSOCIATION	PO BOX 1744 AVONDALE AZ 85023	
CITY OF AVONDALE	1176 S W CIVIC CENTER DR AVONDALE AZ 85023	

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
 (List type and number of security/police personnel and type of fencing or control barriers if applicable)

X # Police  Fencing  
 \_\_\_\_\_ # Security personnel  Barriers

16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
 If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?  YES  NO  
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
 Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
**(This diagram must be completed with this application)**

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



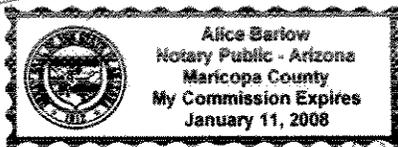
**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Armando Moraga, declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X

[Signature]  
(Signature)

Vice-President 9/24/07 603 692-4340  
(Title/Position) (Date) (Phone #)



State of AZ County of MARICOPA  
The foregoing instrument was acknowledged before me this 24 SEPT 2007  
Day Month Year

My Commission expires on: 1-11-2008  
(Date)

Alice Barlow  
(Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, Armando Moraga, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X

[Signature]  
(Signature)

State of AZ County of MARICOPA  
The foregoing instrument was acknowledged before me this 24 SEPT 2007  
Day Month Year

My Commission expires on: 1-11-2008  
(Date)

Alice Barlow  
(Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ hereby recommend this special event application  
(Government Official) (Title)  
on behalf of \_\_\_\_\_  
(City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:  
\_\_\_\_\_  
(Employee) (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
(Title) (Date)

**SERIES: 15 SPECIAL EVENT LICENSE (Temporary)**

**Non-transferable  
On-sale retail privileges**

**PURPOSE:**

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

**ADDITIONAL RIGHTS AND RESPONSIBILITIES:**

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the **DIRECTOR** will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of **Alcoholic Beverage Sales** of the special event.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

**AVERAGE APPROVAL TIME:** One (1) to seven (7) days.

**PERIOD OF ISSUANCE:**

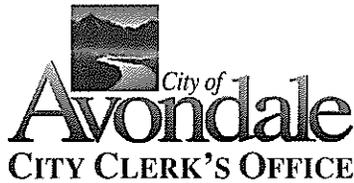
Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location, or additional licenses will be required.

**FEES:** \$25.00 per day.

**ARIZONA STATUTES AND REGULATIONS:**

ARS 4-203.02, 4-244, 4-261; Rule R19-1-214, R19-1-244, R19-1-250.

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



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT LIQUOR LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

---

**APPLICANT'S NAME:** ARMANDO MORAGA

**ORGANIZATIONS NAME:** SOUTHWEST HISPANIC CULTURE ASSOCIATION

**EVENT ADDRESS:** FESTIVAL FIELDS, 101 EAST LOWER BUCKEYE ROAD

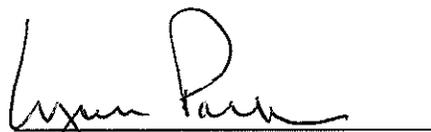
**CITY:** AVONDALE    **STATE:** AZ    **ZIP CODE:** 85323

**PURPOSE OF EVENT:** BILLY MOORE DAYS 2007

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED



SIGNATURE

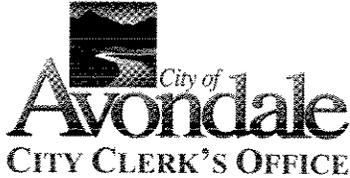
ASSISTANT POLICE CHIEF

TITLE

092507

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2007**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 25, 2007**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT LIQUOR LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

---

**APPLICANT'S NAME:** ARMANDO MORAGA

**ORGANIZATIONS NAME:** SOUTHWEST HISPANIC CULTURE ASSOCIATION

**EVENT ADDRESS:** FESTIVAL FIELDS, 101 EAST LOWER BUCKEYE ROAD

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

**PURPOSE OF EVENT:** BILLY MOORE DAYS 2007

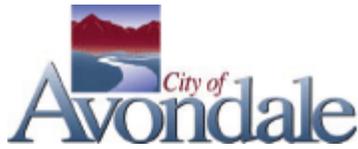
**DEPARTMENTAL COMMENTS:**

APPROVED  
 DENIED

  
\_\_\_\_\_  
SIGNATURE  
FIRE MARSHAL  
\_\_\_\_\_  
TITLE

9/26/07  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2007  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 25, 2007**



# CITY COUNCIL REPORT

**SUBJECT:**  
Liquor License – Tastings Wine Bar

**MEETING DATE:**  
October 1, 2007

**TO:** Mayor and Council  
**FROM:** Linda M. Farris, City Clerk (623)333-1211  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council consider a request by Ms. Susan Moody, for a Series 7 On-Sale Retailer's license to sell beer and wine and a Series 16 (State Series 12) Restaurant licenss to sell all spirituous liquors at Tastings Wine Bar & Bistro, 1809 North Dysart Road #106.

**DISCUSSION:**

The City Clerk's Office has received two applications, one for a Series 7 On-Sale Retailer's license to sell beer and wine and the second for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Ms. Susan Moody, Tastings Wine Bar & Bistro, 1809 North Dysart Road #106, Avondale, Arizona.

These are new licenses. The required fees have been paid. As required by state law and city ordinance, the applications were posted from August 31, 2007 through September 19, 2007 and notices were published in the West Valley View on September 11, 2007 and September 14, 2007. No comments were received.

The Arizona Department of Liquor License and Control has accepted these applications as submitted as complete.

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

**RECOMENDATION:**

Staff recommends that the City Council approve this request by Ms. Susan Moody, Tastings Wine Bar & Bistro, 1809 North Dysart Road #106, Avondale for a Series 7 and a Series 16 liquor license.

**ATTACHMENTS:**

**Click to download**

- [❏ Series 7 Application](#)
- [❏ Series 7 Comments](#)
- [❏ Series 16 Application](#)
- [❏ Series 16 Comments](#)
- [❏ Vicinity Map](#)
- [❏ Pictures](#)

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

107 010 15 136k 04 201050

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:

- 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 #: 07070164

1. Type of License: 07 Beer + Wine 2. Total fees attached: \$ 25800

Department Use Only
\$ <u>25800</u>

**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)

1. Applicant/Agent's Name: Mr. MS Moody Susan Francine  
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Tastings Wine Bar LLC B1038067  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Tastings Wine Bar & Bistro B1038068  
(Exactly as it appears on the exterior of premises)
4. Business Address: 1809 N Dysart Rd #106 Avondale Maricopa 853  
(Do not use PO Box Number) City County Zip
5. Business Phone: (623) 544 9487 Residence Phone: \_\_\_\_\_
6. Is the business located within the incorporated limits of the above city or town?  YES  NO
7. Mailing Address: 1809 N Dysart Rd #106 Avondale AZ 853  
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: \$ 15000 (Price of License ONLY)

DEPARTMENT USE ONLY						
Accepted by: <u>SK</u>	Date: <u>8/15</u>	Lic. #	<u>07070164</u>			
Fees: <u>20000</u>			<u>5800</u>	\$	<u>25800</u>	
Application	Interim Permit	Agent Change	Club	F. Prints	<b>TOTAL</b>	

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.

107 AUG 12 10AM 1995

**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? \_\_\_\_\_

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

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

X \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
 (Signature) 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
		<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						

(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.: Tastings Wine Bar LLC  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 3-14-07 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No.: L-1351874-8 Date authorized to do business in AZ: 3-22-07
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
Moody	Susan	Francine	Managing member		
Moody	James	Noel	Member		

(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
Moody	Susan	Francine	60%		
Moody	James	Noel	40%		

(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

# BILL OF SALE

IN CONSIDERATION OF THE SUM OF:

**\*\*\*FIFTEEN THOUSAND AND 00/100\*\*\*\*\*DOLLARS**

lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

**ALCOHOL ENTERPRISES INC.**

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

**TASTINGS WINE BAR, LLC**

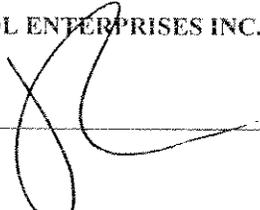
as his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

State of Arizona Series #07 Liquor License #07070164

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

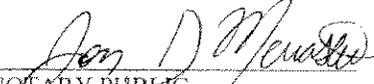
Effective date of this Bill of Sale is: 8/10/07

**ALCOHOL ENTERPRISES INC.**

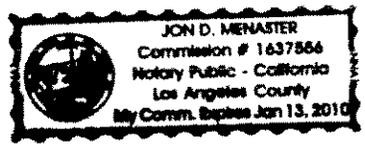
By: 

State of CA  
County Los Angeles

Acknowledge, under oath, before me on this 10<sup>th</sup> day of August, 2007

  
NOTARY PUBLIC

My commission expires on : Jan 13, 2010



**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  
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: FEYGIN VITALY 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: VINTAGE MARKET  
(Exactly as it appears on license)  
4. Current Business Address: 2442-B E CAMELBACK RD  
PHOENIX, AZ 85016  
5. License Type: 07 license Number 07070164 Last Renewal Date: \_\_\_\_\_  
6. Current Mailing Address (other than b): \_\_\_\_\_

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.

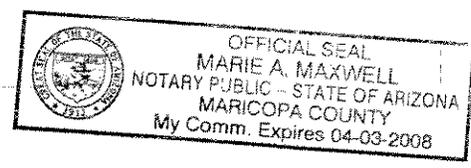
I, Vitaly Feygin, declare that I am the CURRENT LICENSEE of the stated license. I have read this application and the contents and all statements are true, correct and complete.  
(Print full name)

X [Signature]  
(Signature of CURRENT LICENSEE)

State of ARIZONA County of MARICOPA  
The foregoing instrument was acknowledged before me this 16 day of JUNE 2007  
Day of Month Month Year

My commission expires on: 4-3-08

[Signature]  
(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. APR 10 10 50

1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
2. New Business: Name \_\_\_\_\_  
(Do not use PO Box Number) 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:**

**SEE AMENDMENT**

1. Distance to nearest school: 3010 ft. Name of school: Rancho Santa Fe School  
(Regardless of distance) Address 2150 W Rancho Santa Fe Blvd Arroyo 85202
2. Distance to nearest church: 2798 ft. Name of church: Phoenix United Reformed Church  
(Regardless of distance) Address 2418 N 127th Lane Arroyo 85323
3. I am the:  LESSEE  SUB LESSEE  OWNER  PURCHASER (of premises)
4. If the premises is leased give lessors: Name Solar Development Company  
Address 80 E Rio Salado Hwy #410 Tempe AZ 85281
- 4a. Monthly rental/lease rate \$ 8750 What is the remaining length of the lease? 5 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other personal guaranty  
(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) Wine Bar + Bistro (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 # \_\_\_\_\_ (Exactly as it appears on license) Name \_\_\_\_\_

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

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

- 1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
- 2. New Business: Name \_\_\_\_\_  
(Do not use PO Box Number) Address \_\_\_\_\_
- 3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_ Last Renewal Date: \_\_\_\_\_
- 4. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

AMENDMENT

**SECTION 13 Questions for all in-state applicants:**

- 1. Distance to nearest school: 995 ft. Name of school: Tutor Time Kindergarten  
(Regardless of distance) Address 1730 N. Dysart Rd. Goodyear, AZ 85338
- 2. Distance to nearest church: 4,213 ft. Name of church: Church of Latter Day Saints  
(Regardless of distance) Address 13277 W. Thomas Rd., Goodyear, AZ 85338

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

4. If the premises is leased give lessors: Name \_\_\_\_\_  
Address \_\_\_\_\_

4a. Monthly rental/lease rate \$ \_\_\_\_\_ What is the remaining length of the lease? \_\_\_\_\_ yrs. \_\_\_\_\_ mos.  
4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)

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

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

**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.

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)**

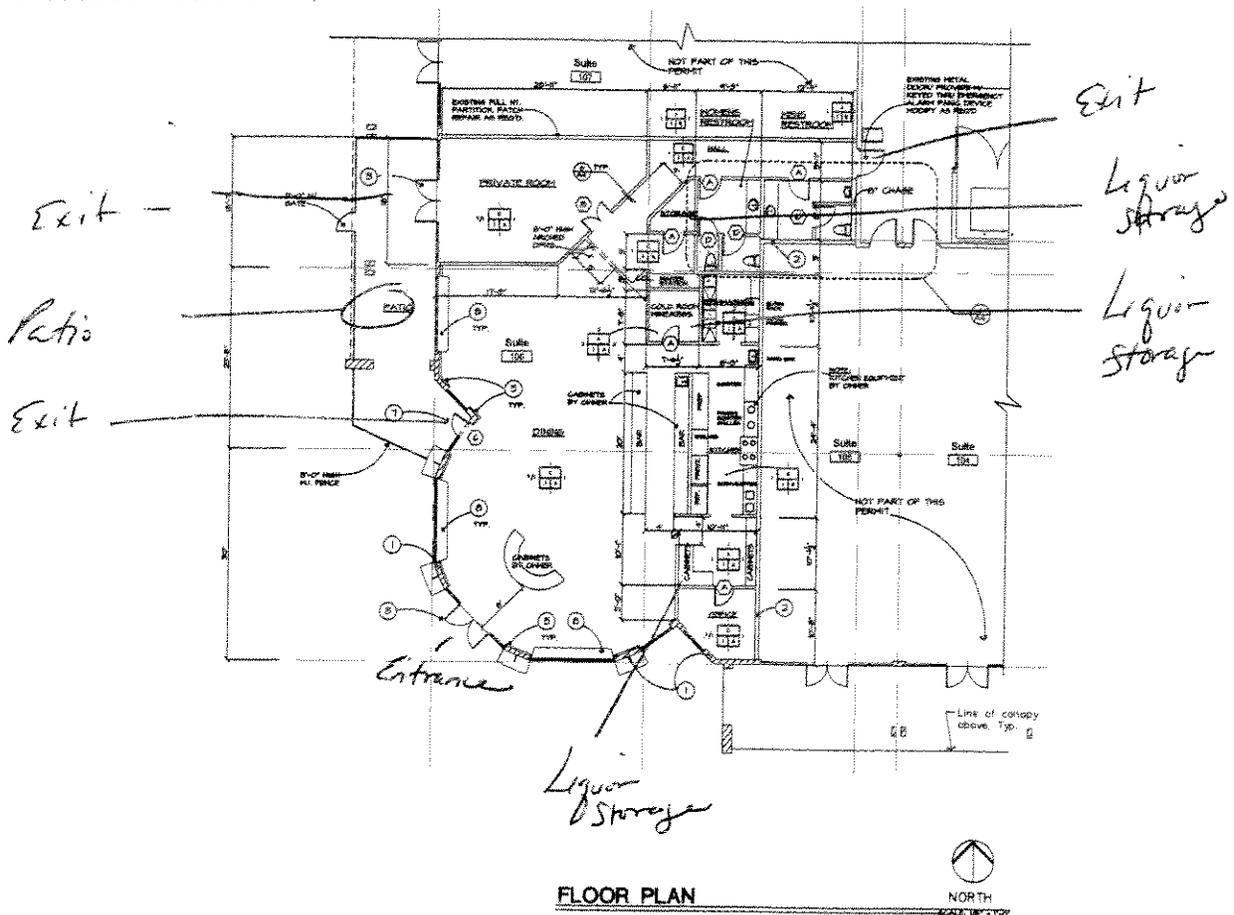
1. Check ALL boxes that apply to your licensed premises:

- Entrances/Exits
- Drive-in windows
- Service windows
- Liquor storage areas
- Patio enclosures
- Under construction: estimated completion date 9/28/07

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, dispersed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



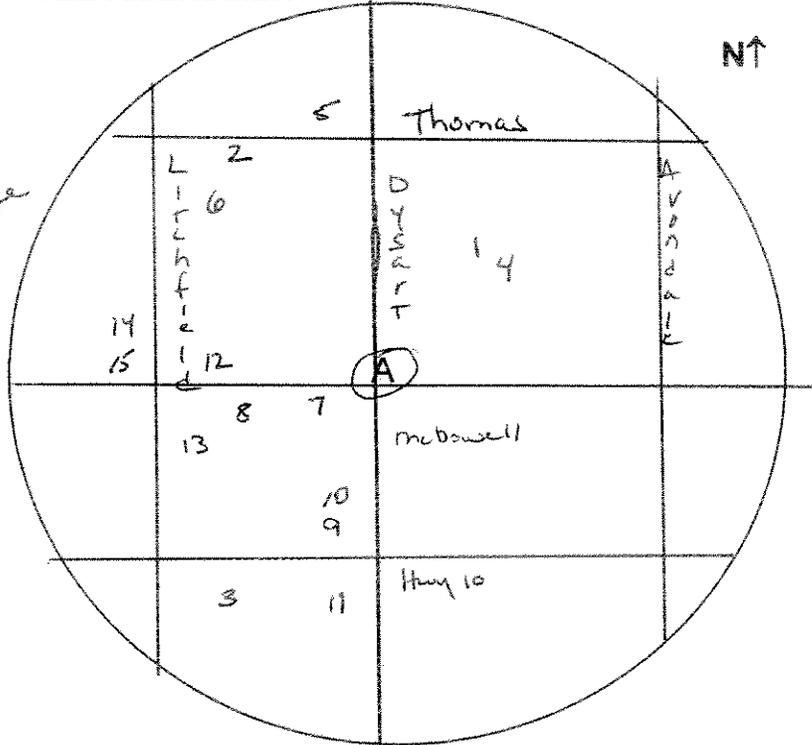
**YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.**

**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)

1. Phoenix United Reformed Church
2. Church of Jesus Christ LDS
3. West Valley Assembly of God
4. Randa santa fe School
5. Estrella mont Community College
6. Palm Valley School
7. Streets of New York #12
8. Dottab Wild Wings #12
9. Johnson's Big Apple #12
10. Mimi Cafe #12
11. Black Bear Diner #12
12. Black Angus #12
13. Applebee's #12
14. Macaroni Grill #12
15. McBreath's Fish #12

**SEE AMENDMENT**



**A = Your business name and identify cross streets.**

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

**SECTION 17 Signature Block:**

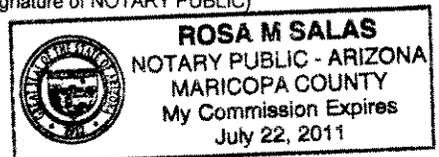
I, Susan Frances Moody, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this 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 Susan Frances Moody  
(Signature)

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this  
6<sup>th</sup> day of August, 2007  
Day Month Year

My commission expires on: July 22 2011

Rosa M Salas  
(Signature of NOTARY PUBLIC)

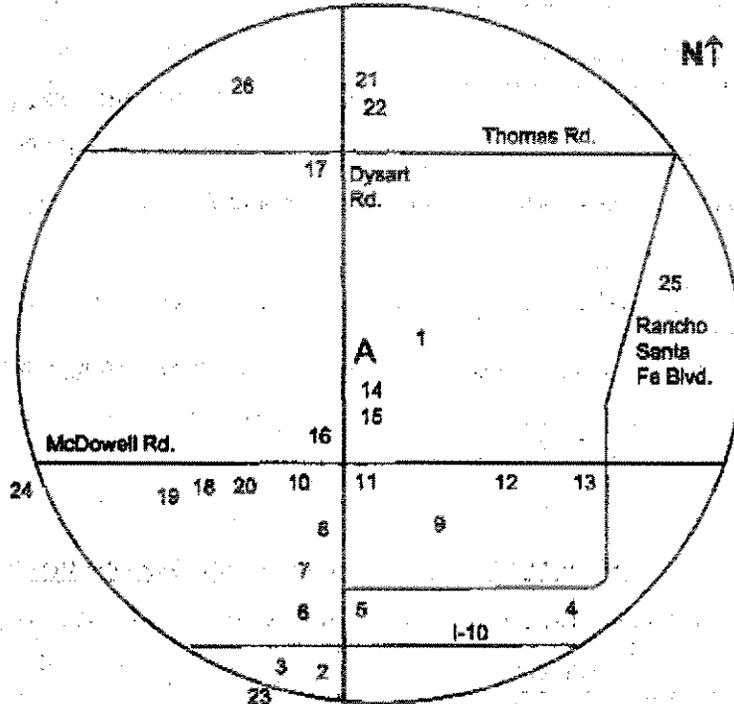


# AMENDMENT

## 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. Sprouts
2. Black Bear Cafe
3. Crossroads Lounge
4. Walmart
5. 4 Sons Food Store
6. Mimi's Cafe
7. Bill Johnson's Big Apple
8. Tomo Japanese Cuisine
9. Fry's
10. Streets of New York
11. Circle K
12. Polemo's
13. La Petite Academy
14. NYPD Pizza
15. Pai Wei Asian Diner
16. Tutor Time
17. CVS Pharmacy



A = Your business name and identify cross streets.

## SECTION 17 Signature Block:

I, \_\_\_\_\_ declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (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 \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
 (Signature) The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_  
 Day Month Year

My commission expires on: \_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

# AMENDMENT

18. **Buffalo Wild Wings**
19. **Mauels Mexican Food**
20. **Nakama Sushi**
21. **Fresh & Easy Neighborhood Market**
22. **Buffalo Wings & Rings**
23. **West Valley Assembly of God**
24. **Applebee's**
25. **Rancho Santa Fe Elementary**
26. **Palm Valley Elementary**

**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**

*P1055602*

**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 #**

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)

07070164

(If the location is currently licensed)

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

2. Name: Moody Susan Francine Date of Birth \_\_\_\_\_  
 Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Numbr \_\_\_\_\_ Drivers License \_\_\_\_\_ State: Arizona  
 (This Will Not Become a Part of Public Records)

4. Place of Birth: Encino CA USA Height: 5'6" Weight: 150 Eyes: Brown Hair: Brown  
 City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Residence (Home) Phone: \_\_\_\_\_

6. Name of Current or Most Recent Spouse: \_\_\_\_\_  
 (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? Arizona If Arizona, date of residency: 4/26/05

8. Telephone number to contact you during business hours for any questions regarding this document. (623) 594 - 9487

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: Tastings Wine Bar & Bistro Premises Phone: (623) 594 - 9487

11. Licensed Premises Address: 1809 N Dysart Rd. #106 Avondale Maricopa 85392  
 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)
04/07	CURRENT	Realtor	Realty Executive, 14122 W McDowell Rd #100, Goodyear, AZ 85338
04/03	4/07	Business Coach	W.I.S.E. Enterprises, 8139 Sunset Ave. #257, Fair Oaks, CA 95628
12/99	04/03	President and CEO	Regency Plaza Executive Offices, 8391 Auburn Blvd. Citrus Heights, CA 95610

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	City	State	Zip
04/07	CURRENT	Own	_____	_____	_____	_____
04/98	04/07	Own	_____	_____	_____	_____

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? 3hrs/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, Susan Francine Moody, 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 SM Moody Signature of \_\_\_\_\_ State of Arizona County of Maricopa  
NOTARY PUBLIC - ARIZONA  
MARICOPA COUNTY  
My Commission Expires July 22, 2011  
The foregoing instrument was acknowledged before me this 6th day of JUN, 2007  
Day Month Year  
My commission expires on: July 22, 2011 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

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

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



107 AUG 15 11:41 AM  
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

Susan F. moody

Individual Name (Print)

SF Moody

Individual Signature

9-16-2006

Date Training Completed

#### TYPE OF TRAINING COMPLETED

TRAINER MUST CHECK YES OR NO FOR EACH TYPE

LANGUAGE OF INSTRUCTION :

ENGLISH     SPANISH

YES    NO   BASIC

YES    NO   MANAGEMENT

YES    NO   BOTH

YES    NO   ON SALE

YES    NO   OFF SALE

YES    NO   OTHER

#### IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

### ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Discovery Detective Academy

Company or Individual Name

6501 E Greenway Pkwy 103-500

Address

Scottsdale

City

AZ

State

85254

Zip

480-946-7173

Phone

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

Marc Allan

Trainer Name (Print)

[Signature]

Trainer Signature

9-16-06

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.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

07 AUG 15 11:01 AM #1055

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

QUESTIONNAIRE

P/055603

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 #

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)

07070164

(If the location is currently licensed)

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

2. Name: Moody James Noel Date of Birth: Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number Drivers License State: Arizona (This Will Not become a part of Public Records)

4. Place of Birth: Missoula MT USA Height: 5'11 Weight: 220 Eyes: Green Hair: Gray City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Residence (Home) Phor

6. Name of Current or Most Recent Spouse: Moody Susan Francine Giffor (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? Arizona If Arizona, date of residency: 4/26/05

8. Telephone number to contact you during business hours for any questions regarding this document. (623 ) 734 - 0510

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: Tastings Wine Bar, *not Budo* Premises Phone: ( 623 ) 594 - 9487

11. Licensed Premises Address: 1809 N Dysart Rd. #106 Avondale Maricopa 85392 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)
04/07	CURRENT	Loan Officer	Wells Fargo 2202 Rose Garden Lane, Phoenix, AZ 85027
06/03	4/07	Sr Loan Officer	Tri-City Mortgage 8416 Edgefield Way, Stockton, CA 95209
02/79	06/03	Branch Manager	Wells Fargo/Fidelity Financial/Norwest 11501 Olson Dr #6 Rancho Cordova, CA 95670

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
04/07	CURRENT	Own				
12/93	04/07	Own				

**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? 4hrs/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 detailed, 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, James Noel Moody, 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]  
 (Signature of Applicant)

State of Arizona  
 The foregoing instrument was acknowledged before me this 10th day of October 2011.  
 My Commission Expires July 27, 2011

[Signature]  
 (Signature of NOTARY PUBLIC)

My commission expires on: July 27, 2011  
 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)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL #1051

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**

Jim Moody  
Individual Name (Print)

Individual Signature

9-23-06  
Date Training Completed

**TYPE OF TRAINING COMPLETED  
TRAINER MUST CHECK YES OR NO FOR EACH TYPE**

LANGUAGE OF INSTRUCTION :

ENGLISH  SPANISH

YES  NO BASIC

YES  NO MANAGEMENT

YES  NO BOTH

YES  NO ON SALE

YES  NO OFF SALE

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

2723 N. Campbell Ave.  
Address

Tucson  
City

Arizona  
State

85719  
Zip

520-834-3350  
Phone

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

**Sheila Millette**  
Trainer Name (Print)

Sheila Millette  
Trainer Signature

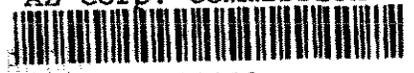
9-23-06  
Date

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, 1987. 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.



AZ CORPORATE SERVICES  
FILE #

AUG 15 10:00 AM 2007

MAR 14 2007

ARTICLES OF ORGANIZATION  
OF  
TASTINGS WINE BAR, LLC

FILE NO. L1351874-8

Pursuant to A.R.S. § 29-632 the undersigned states as follows:

1. The name of this limited liability company is:

Tastings Wine Bar, LLC

2. This limited liability company is organized to transact any and all lawful business for which a limited liability company may be organized under Arizona law.

3. The address of the registered office in Arizona is:

located in the County of Maricopa.

4. The statutory agent's name and address is:

Matthew B. Levine  
Titus, Brueckner & Berry, P.C.  
8377 E. Hartford Drive, Suite 110  
Scottsdale, Arizona 85255

5. Management of this limited liability company is vested in a Manager. The name and address of the Manager at the time of formation of the limited liability company are:

Susan F. Moody

James N. Moody

The name and address of each member who owns a twenty percent (20%) or greater interest in the capital or profits of the limited liability company are:

Susan F. Moody

James N. Moody

DATED: 3/14/07

By: [Signature]  
Susan F. Moody

DATED: 3/14/07

By: [Signature]  
James N. Moody

07 AUG 15 11:05 AM  
L-1351874-8

**ACCEPTANCE OF APPOINTMENT OF STATUTORY AGENT**

I, Matthew B. Levine, having been designated to act as Statutory Agent for Tastings Wine Bar, LLC, hereby consent to act in that capacity until removal or resignation is submitted in accordance with the Arizona Revised Statutes.

DATED this 14<sup>th</sup> day of March 2007.



Matthew B. Levine  
Attorney at Law  
Titus, Brueckner & Berry, P.C.  
8377 E. Hartford Drive, Suite 110  
Scottsdale, Arizona 85255  
(480) 483-9600

OPERATING AGREEMENT  
OF  
TASTINGS WINE BAR, LLC

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of March 14, 2007, by and among these persons and entities listed on Schedule 1, attached hereto and made a part hereof, as Members, and Susan F. Moody and James N. Moody, as Managers, of Tastings Wine Bar, LLC, an Arizona limited liability company.

ARTICLE I

FORMATION, NAME, PURPOSES,  
DEFINITIONS

1.1 Formation. Pursuant to the Arizona Limited Liability Company Act (the "Act"), the parties have formed an Arizona limited liability company effective upon the filing of the Articles of Organization of this Company with the Arizona Corporation Commission. The parties shall immediately, and from time to time hereafter, as may be required by law, execute all amendments of the Articles of Organization, and do all filing, recording and other acts as may be appropriate to operate the Company in compliance with the Act.

1.2 Intent. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" or, in the event that there is only one Member, as a "disregarded entity" for federal and state income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code. No Member shall take any action inconsistent with the express intent of the parties.

1.3 Name. The name of this Company shall be:

Tastings Wine Bar, LLC

1.4 Place of Business. The principal place of business of the Company shall be at 21171 W. Court Street, Buckeye, Arizona 85396, or such other place as the Manager shall determine in his, her or their discretion.

1.5 Purpose.

(a) The purpose of this Company shall be to own and operate a wine bar and bistro, and to transact any and all lawful business consistent with the foregoing purpose for which a limited liability company may be organized under Arizona law. Subject to the terms hereof, the Company shall have the authority to do any act or thing necessary or appropriate to accomplish the foregoing purpose.

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(b) Except as otherwise provided in this Agreement, without the unanimous consent of all Members, the Company shall not engage in any other activity or business, and no Member acting in its capacity as a Member shall have any authority to obligate the Company or any other Member, or to hold itself out as a Member of the Company, with respect to any transaction or activity whatsoever other than those entered into or carried out within the scope and business purpose of the Company as provided in Section 1.5(a) above.

1.6 Term. This Company shall commence upon the filing of its Articles of Organization and shall continue until such time as it shall be terminated under the provisions of Article XI hereof.

1.7 Members. The name and address of each of the Members of this Company are set forth on Schedule 1 hereto.

1.8 Agent for Service of Process. The name and business address of the agent for service of process for the Company is Matthew R. Levine, 8377 E. Hartford Drive, Suite 110, Scottsdale, Arizona 85255, or such other person as the Manager shall appoint from time to time.

1.9 Definitions. Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Act" shall mean the Arizona Limited Liability Company Act, as amended.

(b) "Additional Capital Contributions" shall mean any Capital Contribution to the Company pursuant to Article II.

(c) "Additional Member" shall mean any person who is admitted to the Company as an Additional Member pursuant to this Operating Agreement.

(d) "Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interest of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder of ten percent (10%) or more of the voting interest of any Person described in clauses (i) through (ii) of this sentence. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or of indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

(e) "Agreement" shall mean this written Operating Agreement. No other document or oral agreement among the Members shall be treated as part of or superseding this Agreement unless it is reduced to writing and it has been signed by all of the Members.

(f) "Capital Account" shall mean the account established and maintained for each Member in accordance with this Agreement and applicable Treasury Regulations.

(g) "Capital Contribution" shall mean any contribution to the capital of the Company in cash, property or services by a Member, whenever made.

(h) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(i) "Company" shall refer to Tastings Wine Bar, LLC.

(j) "Contributing Member" shall mean any Member who desires to pay an amount due to cure a default of a Defaulting Member.

(k) "Defaulting Member" shall mean any Member who has caused a Monetary Default or a Non-Monetary Default which remains uncured under this Agreement. All other Members are Non-Defaulting Members.

(l) "Distributable Cash" means all cash, revenues, receipts and funds generated by, or received from, Company operations, from the sale of the Company's assets or business, and from all other sources, less the sum of the following to the extent paid or set aside by the Manager:

(i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders, including Members when acting in the capacity as lenders;

(ii) all cash expenditures incurred incident to the normal operation of the Company's business; and

(iii) such Reserves as the Manager deems reasonably necessary to the proper operation of the Company's business.

(m) "Exercise Date" shall mean the date on which the Company or Contributing Member provides notice to Defaulting Member that the Company or a Contributing Member has elected to exercise the option to acquire a Defaulting Member's interest.

(n) "Fair Market Value" shall mean, with respect to any asset or property, the fair market value thereof as determined in good faith by a Majority-In-Interest. If a Majority-In-Interest of the Members cannot agree upon a "Fair Market Value" the Majority-In-Interest of the Members shall select a qualified independent third-party to appraise the assets and property to determine the Fair Market Value, which determination shall be binding on the Members.

(o) "Fiscal Year" means the Company's fiscal year, which shall be December 31.

(p) "Initial Capital Contribution" shall mean the amount (exclusive of Additional Capital Contributions) which the Members actually pay as Capital Contributions to the Company, whether in cash, by the transfer of assets to the Company or by services rendered.

(q) "Interest" or "Units" shall mean the ownership interest which a Member owns in the Company from time to time.

(r) "Losses" shall mean, for each Fiscal Year, the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year under the cash method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's informational tax return filed for federal income tax purposes, plus any expenditures described in Section 705(a)(2)(B) of the Code.

(s) "Majority-In-Interest" shall mean Members owning a simple majority of the Percentage Interests in the Company.

(t) "Manager" shall mean Susan F. Moody and/or James N. Moody, or any Person that becomes a manager pursuant to this Agreement, if any.

(u) "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Additional or Substituted Members. To the extent a Manager has purchased Interests in the Company, he, she or it will have all the rights of a Member with respect to such Interests.

(v) "Monetary Default" shall mean the failure of a Member to pay when due any Additional Capital Contribution or other sum required to be paid under this Agreement.

(w) "Non-Monetary Default" shall mean the failure of a Member to cure any default under this Agreement (other than a Monetary Default, for which there is no curative period) within thirty (30) days after delivery of a written notice of default from another Member or the Manager, which notice shall set forth in detail the nature of the alleged default; provided that if curative performance cannot reasonably be completed within such thirty (30) day period, said period will be extended, provided that curative performance was begun within a reasonable time, not to exceed ten (10) days, after the delivery of the notice of default, and is diligently pursued thereafter. Without intending to limit the generality of the foregoing, the following are included within the definition of a Non-Monetary Default:

(a) In the case of a purchase pursuant to Section 9.1 hereof, the purchase price shall be paid in accordance with the terms of the Offer; provided, however, that notwithstanding any of the terms of the Offer, the closing shall not occur any sooner than the settlement date provided for herein. If the closing date of the Offer is later than the settlement date provided for herein, the settlement shall take place upon the settlement date provided for herein or the closing date set forth in the Offer, as may be elected by the purchasing Members.

(b) In the case of a purchase pursuant to Section 9.4 hereof, the purchase price of the Interest of the ex-spouse of the divorced Member, or the Interest of the deceased or bankrupt Member may, at the purchaser's option, be payable either in cash or on a deferred basis, as follows:

(i) A down payment of ten percent (10%) of the purchase price shall be payable at the settlement;

(ii) The balance of the purchase price shall be paid in six (6) equal annual principal installments, the first installment to be due one (1) year following the settlement date and subsequent annual principal payments shall be due on the same day of each successive year thereafter.

(iii) Interest on the deferred balance of the purchase price shall bear interest at the Prime Rate from the settlement date until paid in full (adjusted monthly on the 1st day of each month). Accrued interest shall be payable at the same time as installments of principal.

(iv) If not sooner paid in full, the unpaid principal plus accrued interest shall be paid in full upon the winding up of the Company's business and affairs. In the event of default in the payment of principal or interest pursuant to the provisions hereof, the party entitled to payment, at its option shall have the right to declare the unpaid balance of principal and accrued interest immediately due and payable.

(v) The deferred balance of such purchase price plus such accrued interest shall be secured by a security interest in the transferring Member's Interest.

9.7 Termination of the Company for Tax Purposes. Notwithstanding anything to the contrary contained in any other provision of this Agreement, the sale or exchange of all or any part of an interest in the Capital and/or the Profits of the Company may not be made (and will be null and void) if the interest sought to be sold or exchanged, when added to all other interests in the Company's Capital and/or Profits transferred within the twelve (12) consecutive month period ending on the date of such proposed sale or exchange, would cause the termination of the Company for federal income tax purposes.

100 010 15 11/21/05 001052  
9.8 Restraining Order. If any Member shall at any time transfer or attempt to transfer all or any part of its Interest in violation of the provisions of this Agreement, then any other Member, in addition to all other available rights and remedies, shall be entitled to a decree or order restraining and enjoining such transfer.

## ARTICLE X

### ADDITIONAL MEMBERS

After the formation of the Company, any Person acceptable to all of the Members may become a Member of this Company for such consideration as the members by their unanimous vote shall determine. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at the time an additional Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to an additional Member for that portion of the Company's tax year in which an additional Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

## ARTICLE XI

### DISSOLUTION AND TERMINATION

11.1 Dissolution. The Company shall be dissolved upon the first to occur of any of the following events:

- (a) upon the entry of a decree of dissolution under A.R.S. §29-785;
- (b) upon any Withdrawal Event, unless the business of the Company is continued by the specific unanimous consent of the remaining Members given within 90 days after such event;
- (c) a vote of a Majority-In-Interest of the Members to dissolve;
- (d) The appointment of a receiver, trustee or liquidator of the assets of the Company, or the attachment, execution or other judicial seizure of all or a portion of the assets of the Company, unless such seizure is discharged within thirty (30) days thereafter; or
- (e) The inability of a Majority-In-Interest of all Non-Defaulting Members to agree upon any matter which makes it impossible for the Company business to be continued in a normal business-like manner.

11.2 Effect of Filing of Dissolving Statement. Upon the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until Articles of Termination

REVISED BY: [REDACTED] 11/10/11

have been filed with the Arizona Corporation Commission or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

### 11.3 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Manager of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company. Notwithstanding the foregoing, if the Manager determines that an immediate sale of part or all of the investments or assets of the Company would cause undue loss to the Members, the Manager, in order to avoid such loss, may, to the extent not then prohibited by the governing law applicable in the circumstances, defer liquidation of and withhold from distribution for a reasonable time any assets of the Company except those necessary to satisfy the immediately due debts and obligations of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager shall (1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Members in kind), (2) allocate any profit or loss resulting from such sales to the Members' Capital Accounts in accordance with Article II hereof, (3) discharge all liabilities of the Company (other than liabilities to Members), including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (4) establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company), (5) discharge any liabilities of the Company to the Members other than on account of their interests in Company capital or profits, and (6) distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their Fair Market Value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of Article II of this Agreement to reflect such deemed sale.

(ii) The positive balance of each Member's Capital Account as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs, shall be distributed to the Members, either in cash or in kind, as determined by the Manager, with any assets distributed in kind being valued for this purpose at their Fair Market Value. Any such distributions to the Members in respect to their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a negative Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

11.4 Articles of Termination. When all debts, liabilities and obligations have been paid and discharged, or adequate provisions have been made therefor, and all of the remaining property and assets have been distributed to the Members, Articles of Termination shall be executed and filed with the Arizona Corporation Commission.

11.5 Compensation and Reimbursement. The Manager or other Member acting as liquidator of the Company's assets shall be entitled to reimbursement for out-of-pocket expenses incurred and reasonable compensation for services rendered in connection with the winding up and liquidation of the Company. Such reimbursement shall be paid as an expense of the Company after all debts to third parties have been repaid or adequately provided for but before any repayment of loans or advances by the Members.

11.6 Return of Contribution Non-recourse to Other Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

**ARTICLE XII**

**NO PARTITION**

Each Member hereby waives any right to partition or the right to take any other action which might otherwise be available to such Member for the purpose of severing its relationship with the Company or its Interest in the assets and properties held by the Company from the Interest of the other Members until the dissolution of the Company. Each Member specifically agrees not to institute any action therefor and each Member agrees that this section may be pled as a bar to the maintenance of any such action. A violation of this provision shall entitle the non-violating Members to collect, from the Member violating this provision, the actual

attorney's fees, costs and other damages those non-violating Members and the Company incur in connection therewith.

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## ARTICLE XIII

### INDEMNIFICATION

13.1 Indemnification of Manager. Except as provided in this Agreement and subject to the provisions of this Section, the Manager shall not be liable to the Company or to any other Member(s) for any liability, loss, cost, damage, attorney's fees, or other expenses which shall or may be incurred as a result of or in connection with any act or actions performed or taken by the Manager or by virtue of any omission of the Manager in the capacity as Manager on behalf of the Company, and the Company shall defend, indemnify and hold the Manager harmless as a condition precedent to recovery. Such indemnity shall not extend to gross negligence, fraudulent acts, willful misconduct, or breach of fiduciary duty on the part of the Manager. Any amounts paid by the Company pursuant to the provisions of this paragraph shall be deemed to be a Company expense and shall be paid before determining profit participation.

13.2 Member Indemnification. Each Member shall indemnify the other Members from and against any and all claims, demands, losses, damages, liabilities, suits and other proceedings, judgments and awards, costs and expenses (including but not limited to reasonable attorney's fees) arising directly or indirectly out of any breach of the covenants contained herein, by such Member, its Affiliates, officers, agents or employees.

13.3 No Liability For Investment Tax Credits or Capital Gains. Anything herein to the contrary notwithstanding, no Member shall have any liability to the Company or any other Member by reason of failure to qualify for investment tax credits or long term capital gains.

## ARTICLE XIV

### GENERAL

14.1 Notices. All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when personally delivered against receipt or five (5) days after being (i) sent by telegram or (ii) deposited in the United States mails, certified or registered, postage prepaid, return receipt requested, addressed to the addressee at its address set forth on Schedule 1 or as shown from time to time in the records of the Company. Any Member may alter the address to which communications are to be sent by giving notice of such change of address to the other Members in conformity with the provisions of this Section.

14.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.3 Controlling Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Arizona.

14.4 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.6 Indulgences Not Waivers. Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of any other right, remedy, power or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power or privilege with respect to any subsequent occurrence.

14.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any persons to be signatory hereto may execute this Agreement by signing any such counterpart.

14.8 Amendment. This Agreement may be amended only by an agreement in writing executed by all Members and the Manager.

14.9 Attorney's Fees. If any party institutes a suit or other proceeding against any other party in any way connected with this Agreement or its enforcement, the prevailing party to any such action shall be entitled to recover from the other party reasonable attorney's fees (not to exceed the actual attorney's fees incurred), witness fees and expenses and court costs in connection with said suit or proceeding at both trial and appellate levels, regardless of whether any such action or proceeding is prosecuted to judgment.

14.10 Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays, and holidays; provided however, that if the final day of any time period falls on a Saturday, Sunday or recognized United States holiday, then the final day shall be deemed to be the next date which is not a Saturday, Sunday, or holiday.

14.11 Captions. Captions are not intended to convey any meaning or be a part of this agreement but are merely used for assistance in identifying paragraphs.

14.12 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

14.13 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender

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shall include the feminine and neuter genders and vice versa; and the work "person" or "party" shall include a corporation, firm, partnership, proprietorship or other form of association.

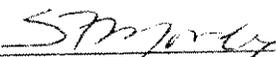
14.14 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third-party creditors of the Company.

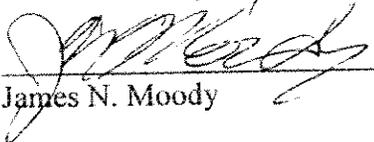
14.15 Agreement of Spouses of Members. By executing this Agreement, the spouse of each Member acknowledges and consents to the terms and conditions of this Agreement and agrees, for himself or herself and for the community of himself and herself and the Member, to be bound hereby. Each spouse of a Member, for himself or herself and the community of which he or she is a member, hereby irrevocably appoints the Member as attorney-in-fact with an irrevocable proxy coupled with an Interest to vote on any matter to come before the Members or to agree to and execute any amendments of this Agreement without further consent or acknowledgment of the spouse and to execute proxies, instruments, or documents in the spouse's name as may be required to effect the same. This power of attorney is intended to be durable and shall not be affected by disability of the spouse.

14.16 Representation. All of the parties hereto acknowledge that Titus, Brueckner & Berry, P.C., legal counsel solely for the Company and not any Member, prepared this Agreement, and as such, the Members cannot rely on such legal counsel to have protected their interests, and this Agreement is not the product of arms'-length negotiations where the various parties were represented by separate independent legal counsel. It is further acknowledged that each Member has been urged to consult with his separate legal counsel with regard to all such matters before executing and delivering this Agreement or delivering any funds for the purchase of an interest in the Company, and such Members have considered such urgings and acted knowingly, intentionally and deliberately in executing and delivering this Agreement and the funds for the purchase of an interest in the Company.

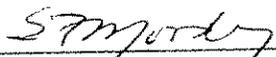
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

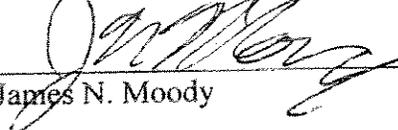
**MANAGERS:**

  
\_\_\_\_\_  
Susan F. Moody

  
\_\_\_\_\_  
James N. Moody

**MEMBERS:**

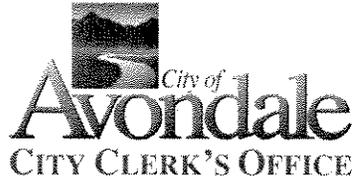
  
\_\_\_\_\_  
Susan F. Moody

  
\_\_\_\_\_  
James N. Moody

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**SCHEDULE 1**  
as of March 14, 2007

<b>Member / Address</b>	<b>Percentage Interest</b>	<b>Initial Contributions</b>
<u>Susan F. Moody</u>	60%	\$90,000.00
<u>James N. Moody</u>	40%	\$60,000.00



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 7
- EXTENSION OF PREMISES

**ROUTING:**

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

**APPLICANT'S NAME:** SUSAN MOODY

**BUSINESS NAME:** TASTING S WINE BAR

**ADDRESS:** 1809 NORTH DYSART ROAD #106

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

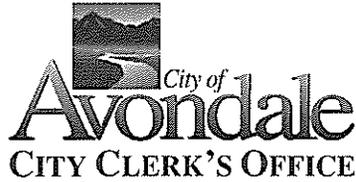
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
 \_\_\_\_\_  
 FIRE MARSHAL  
 \_\_\_\_\_  
 TITLE

9/17/07  
 \_\_\_\_\_  
 DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2007**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 24, 2007**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 7
- EXTENSION OF PREMISES

**ROUTING:**

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

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**APPLICANT'S NAME:** SUSAN MOODY

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**ADDRESS:** 1809 NORTH DYSART ROAD #106

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

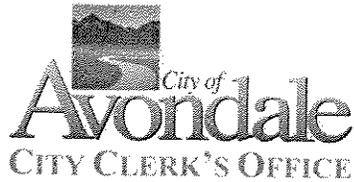
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2007**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 24, 2007**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 7
- EXTENSION OF PREMISES

**ROUTING:**

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT



**APPLICANT'S NAME:** SUSAN MOODY

**BUSINESS NAME:** TASTING S WINE BAR

**ADDRESS:** 1809 NORTH DYSART ROAD #106

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

*Jon B...*

SIGNATURE

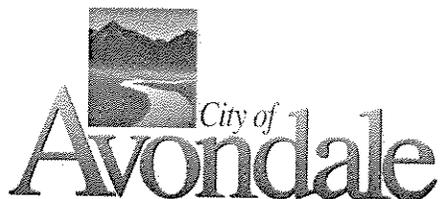
9/19/07

DATE

Development Services Director

TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2007**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 24, 2007**



## DEVELOPMENT SERVICES

### MEMORANDUM

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**DATE:** September 17, 2007

**TO:** Linda Farris, City Clerk

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

**SUBJECT:** Series 7 Liquor License for Tasting's Wine Bar and Bistro  
Northeast corner of McDowell Road and Dysart Road

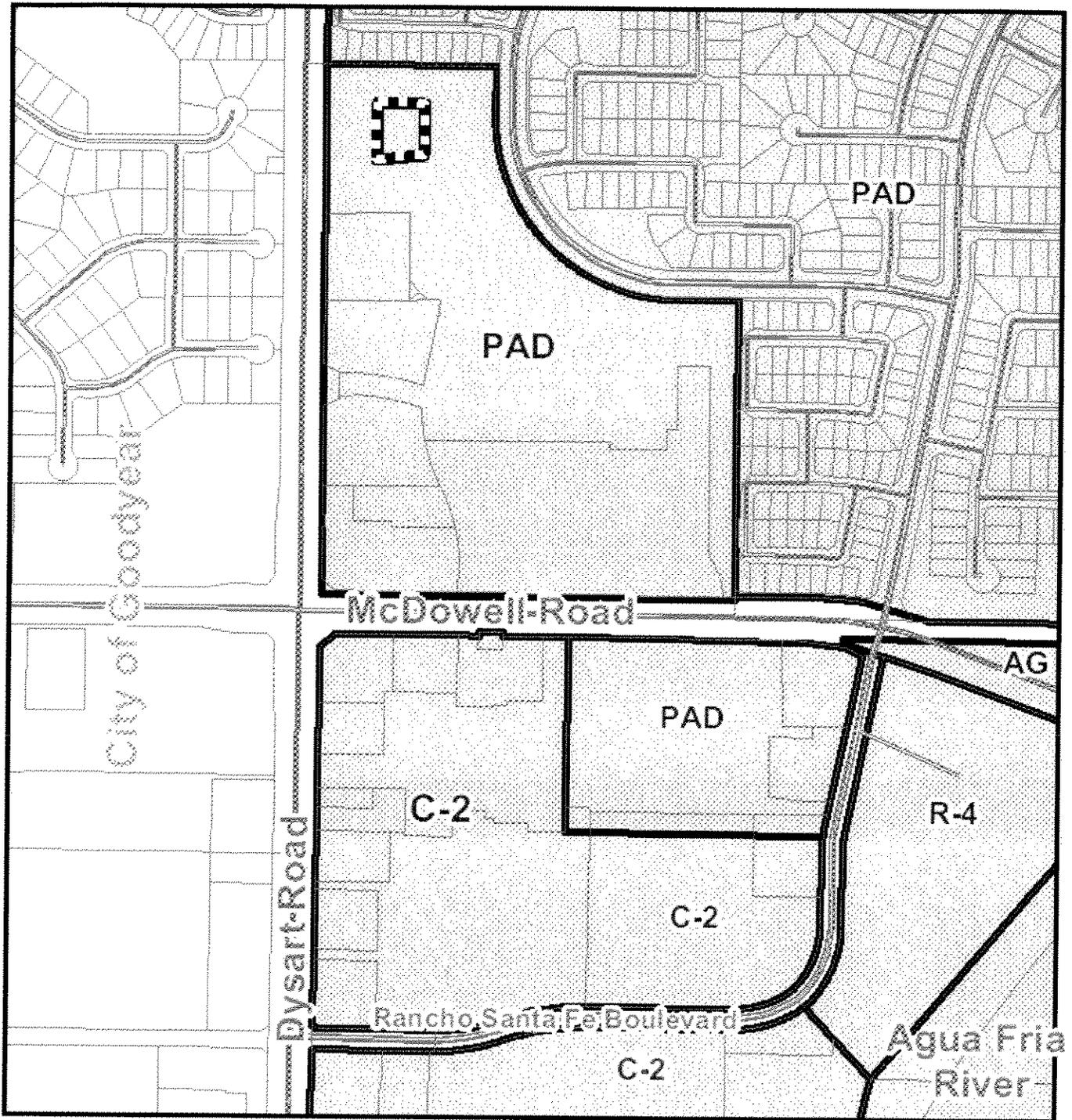
The proposed location is at the northeast corner of Dysart Road and McDowell Road in the "Shops C" building of the Alameda Crossing shopping center. The structure is complete.

State Statute requires all businesses holding Series 7 licenses to be separated a minimum of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

The General Plan designates the property as Freeway Commercial and the site is zoned PAD (Planned Area Development), part of the Palm Valley PAD approved by the City Council in September 1994. Staff has determined that the proposed use is not a bar as defined by the Avondale Zoning Ordinance, but rather a restaurant. Restaurants are permitted in this portion of the Palm Valley PAD.

There are no zoning or separation issues with the site.

Attachment: Zoning Vicinity Map  
2007 Aerial Photograph  
300 Foot Buffer Exhibit

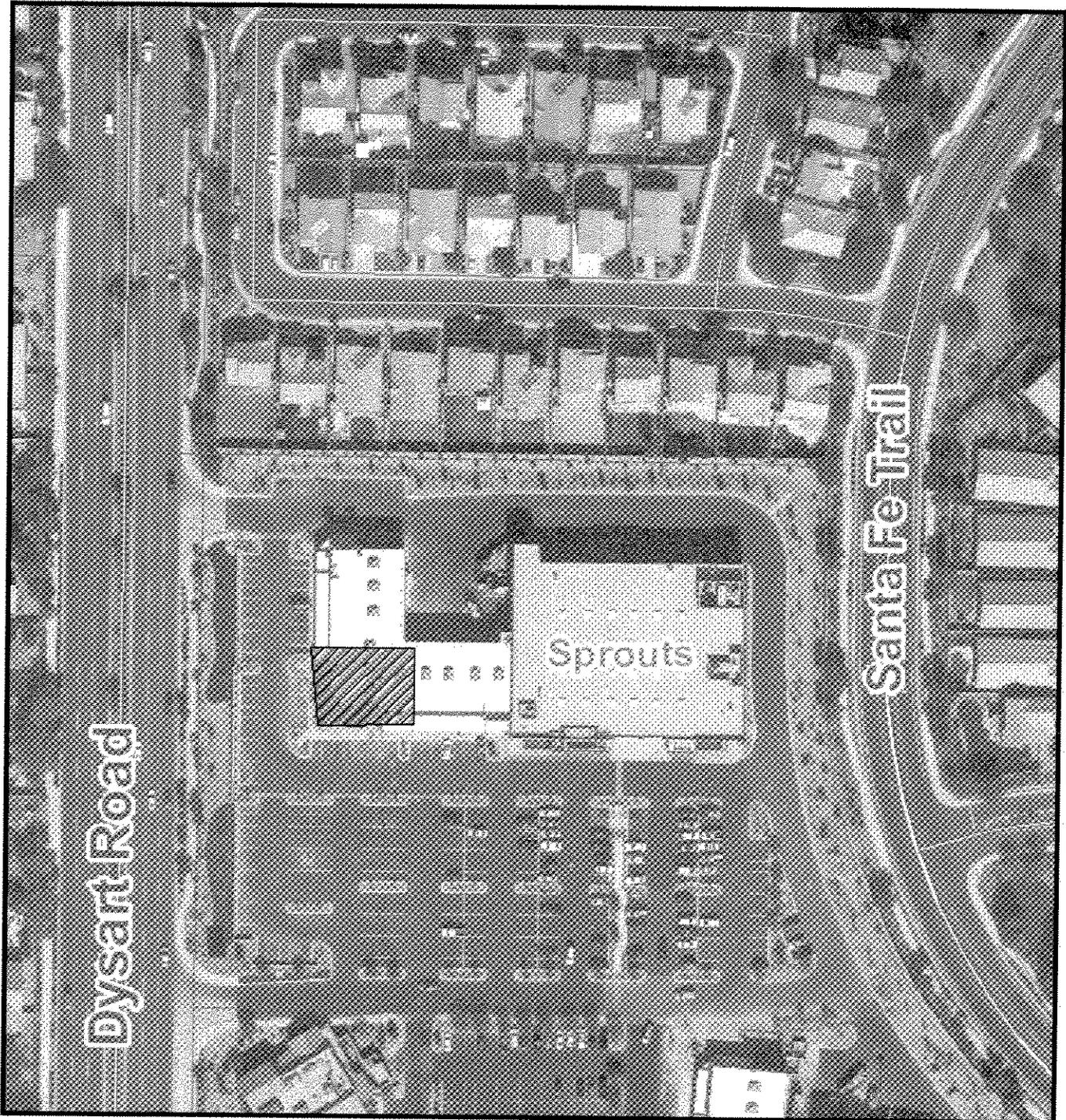


### Zoning Vicinity Map



Subject Property



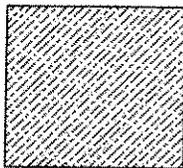
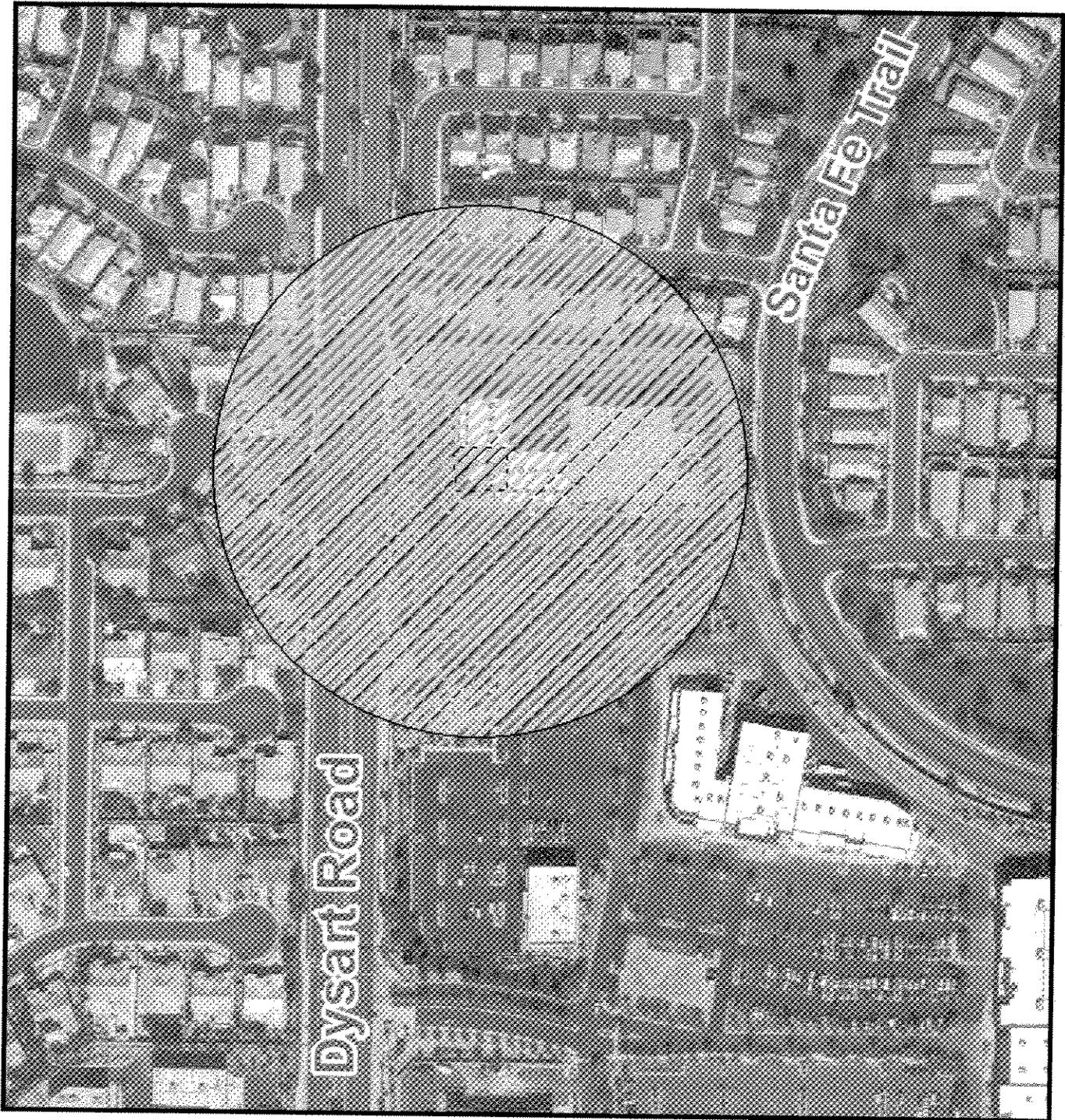


**2007 Aerial Photograph**



**Proposed  
Tasting's Wine  
Bar and Bistro**





**Required 300 Foot  
Minimum Separation  
From Churches,  
Schools, etc.**



# 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:

- 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 #: 12077271

1. Type of License: 12 Restaurant 2. Total fees attached: \$ \_\_\_\_\_

Department Use Only
---------------------

**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)

1. Applicant/Agent's Name: Ms. Moody Susan Francine  
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Tastings Wine Bar LLC  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Tastings Wine Bar & Bistro  
(Exactly as it appears on the exterior of premises)
4. Business Address: 1809 N Dysart Rd #106 Avondale Maricopa 85392  
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (625) 594 9487 Residence Phone: \_\_\_\_\_
6. Is the business located within the incorporated limits of the above city or town?  YES  NO
7. Mailing Address: 1809 N Dysart Rd #106 Avondale AZ 85392  
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: \$ \_\_\_\_\_ (Price of License ONLY)

DEPARTMENT USE ONLY					
Accepted by: <u>M.C. [Signature]</u>	Date: <u>8/17/07</u>	Lic. # <u>12077271</u>			
Fees: <u>100.</u>			\$	<u>100.00</u>	
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.

**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? \_\_\_\_\_

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

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

X \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
(Signature) The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year  
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
		<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								

(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.

- Name of Corporation/L.L.C.: Tastings Wine Bar LLC  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- Date Incorporated/Organized: 3-14-07 State where Incorporated/Organized: AZ
- AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
- AZ L.L.C. File No: L-1351874-8 Date authorized to do business in AZ: 3-22-07
- 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
Moody	Susan	Francine	MANAGING member				
Moody	James	Noel	MANAGING member				

(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
Moody	Susan	Francine	60%				
Moody	James	Noel	40%				

(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.

- Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
- Is club non-profit?  YES  NO If tax exempt, give IRS tax exempt number: \_\_\_\_\_
- List officer and directors:

Last	First	Middle	Title	Residence Address	City	State	Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

**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
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: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
2. New Business: Name \_\_\_\_\_  
(Do not use PO Box Number) Address \_\_\_\_\_
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_ Last Renewal Date: \_\_\_\_\_
4. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

**SEE AMENDMENT**

**SECTION 13 Questions for all in-state applicants:**

1. Distance to nearest school: 3010 ft. Name of school: Rancho Santa Fe School  
(Regardless of distance) Address 2150 W Rancho Santa Fe Blvd Arroyo 85320
2. Distance to nearest church: 2798 ft. Name of church: Phoenix United Reformed Church  
(Regardless of distance) Address 2418 N 127th Lane Arroyo 85323
3. I am the:  LESSEE  SUB LESSEE  OWNER  PURCHASER (of premises)
4. If the premises is leased give lessors: Name Solar Development Company  
Address 80 E Rio Salado Hwy #410 Tempe AZ 85281
- 4a. Monthly rental/lease rate \$ 8750 What is the remaining length of the lease? 5 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other personal guaranty  
(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) Wine Bar & Bistro (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 # \_\_\_\_\_ (Exactly as it appears on license) Name \_\_\_\_\_

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

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

- 1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
- 2. New Business: Name \_\_\_\_\_  
(Do not use PO Box Number) Address \_\_\_\_\_
- 3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_ Last Renewal Date: \_\_\_\_\_
- 4. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

**AMENDMENT**

**SECTION 13 Questions for all in-state applicants:**

- 1. Distance to nearest school: 995 ft. Name of school: Tutor Time Kindergarten  
(Regardless of distance) Address 1730 N. Dysart Rd. Goodyear, AZ 85338
- 2. Distance to nearest church: 4,213 ft. Name of church: Church of Latter Day Saints  
(Regardless of distance) Address 13277 W. Thomas Rd., Goodyear, AZ 85338

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

4. If the premises is leased give lessors: Name \_\_\_\_\_  
Address \_\_\_\_\_

4a. Monthly rental/lease rate \$ \_\_\_\_\_ What is the remaining length of the lease? \_\_\_\_\_ yrs. \_\_\_\_\_ mos.  
4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)

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

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

**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.

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)**

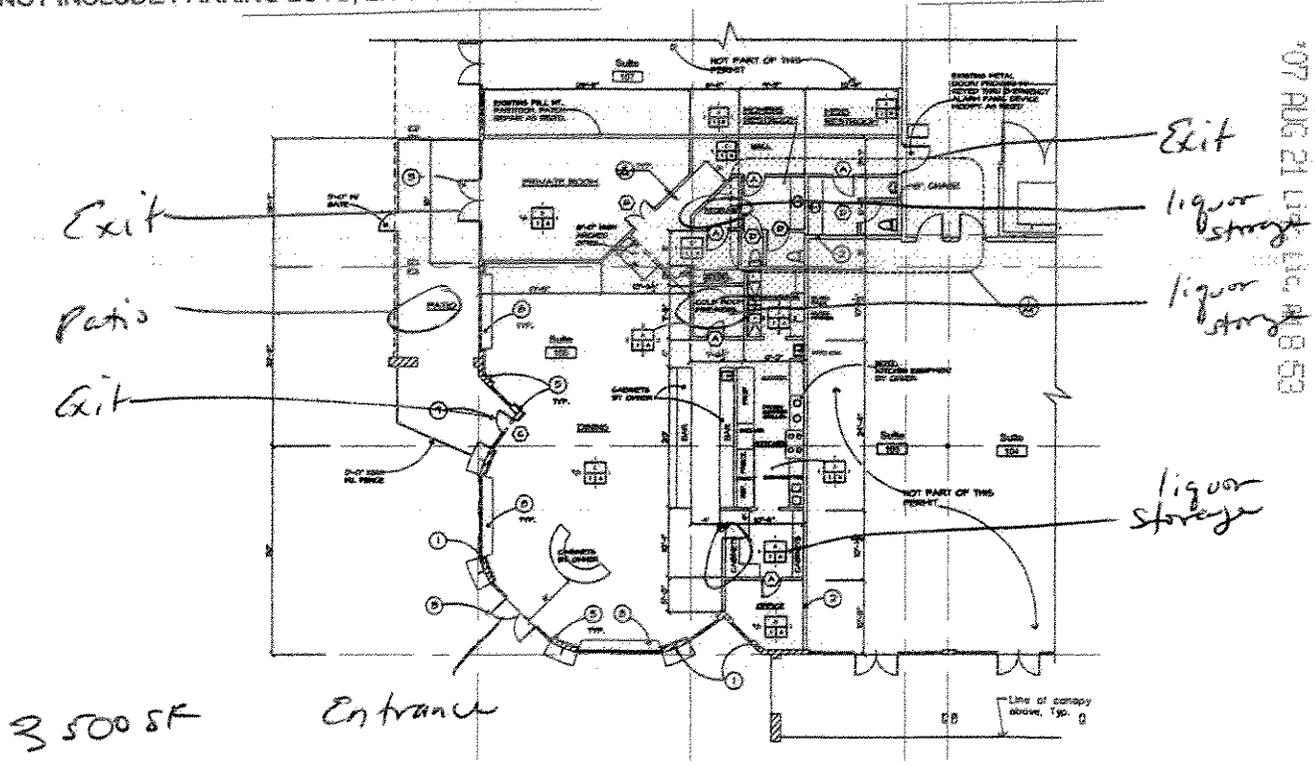
1. Check ALL boxes that apply to your licensed premises:

- Entrances/Exits
- Drive-in windows
- Service windows
- Liquor storage areas
- Patio enclosures
- Under construction: estimated completion date 9/28/07

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.



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FLOOR PLAN NORTH  
SCALE 1/4" = 1'-0"

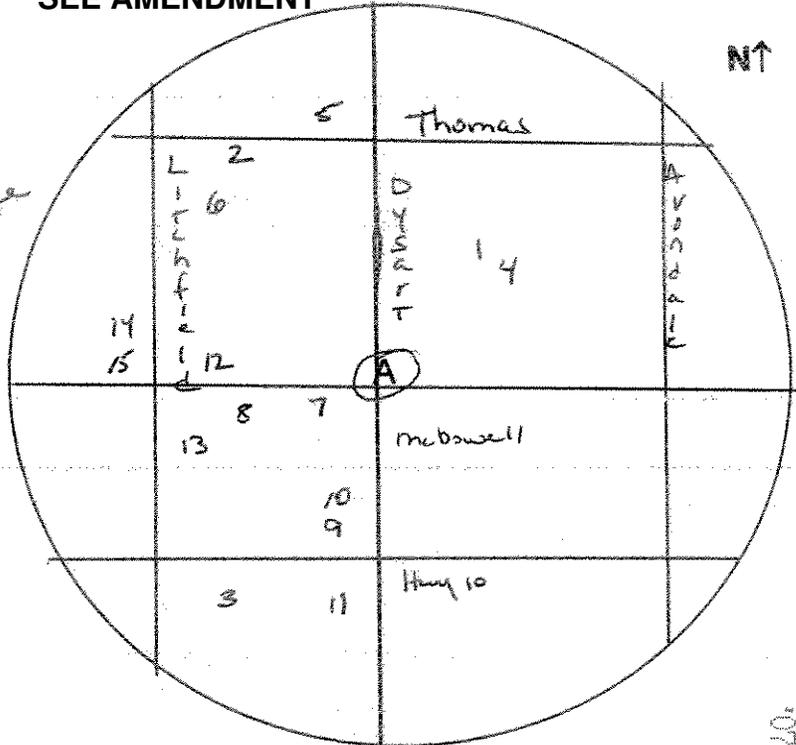
**YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.**

**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. Phoenix United Reformed Church
2. Church of Jesus Christ LDS
3. West Valley Assembly of God
4. Randa Santa Fe School
5. Estrella Vista Community College
6. Palm Valley School
7. Streets of New York #12
8. Duffalo Wild Wings #12
9. Johnson's Big Apple #12
10. Mimii Cafe #12
11. Black Bear Diner #12
12. Black Angus #12
13. Applebee's #12
14. Macaroni Grill #12
15. McGrath's Fish #12

SEE AMENDMENT



A = Your business name and identify cross streets.

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

**SECTION 17 Signature Block:**

I, Susan Francis Moody, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (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.

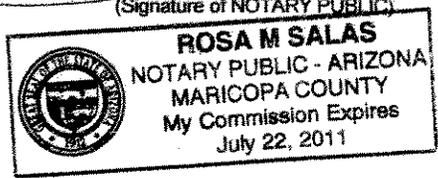
X SF Moody  
(Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 2007  
Day Month Year

My commission expires on: July 22 2011

Rosa M Salas  
(Signature of NOTARY PUBLIC)

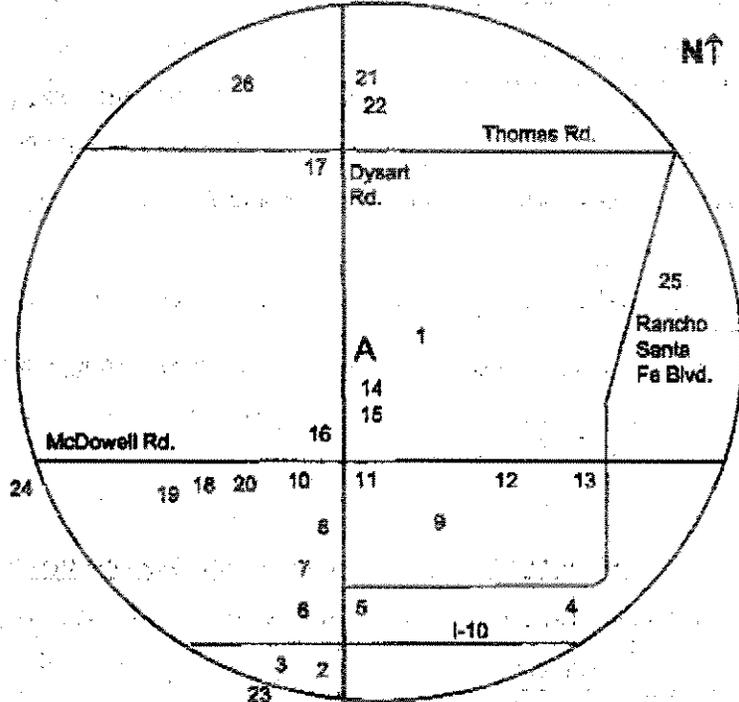


# AMENDMENT

## 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. Sprouts
2. Black Bear Cafe
3. Crossroads Lounge
4. Walmart
5. 4 Sons Food Store
6. Mimi's Cafe
7. Bill Johnson's Big Apple
8. Tomo Japanese Cuisine
9. Fry's
10. Streets of New York
11. Circle K
12. Polemo's
13. La Petite Academy
14. NYPD Pizza
15. Pai Wei Asian Diner
16. Tutor Time
17. CVS Pharmacy



A = Your business name and identify cross streets.

## SECTION 17 Signature Block:

I, \_\_\_\_\_ declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (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 \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
 (Signature) The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ Month \_\_\_\_\_ Year

My commission expires on: \_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

## AMENDMENT

18. **Buffalo Wild Wings**
19. **Mauels Mexican Food**
20. **Nakama Sushi**
21. **Fresh & Easy Neighborhood Market**
22. **Buffalo Wings & Rings**
23. **West Valley Assembly of God**
24. **Applebee's**
25. **Rancho Santa Fe Elementary**
26. **Palm Valley Elementary**



01914413

AZ CORPORATE SERVICES  
FILE #

MAR 14 2007

ARTICLES OF ORGANIZATION  
OF  
TASTINGS WINE BAR, LLC

FILE NO. L1351874-8

Pursuant to A.R.S. § 29-632 the undersigned states as follows:

1. The name of this limited liability company is:

Tastings Wine Bar, LLC

2. This limited liability company is organized to transact any and all lawful business for which a limited liability company may be organized under Arizona law.

3. The address of the registered office in Arizona is:

21171 W. Court Street  
Buckeye, Arizona 85396

located in the County of Maricopa.

4. The statutory agent's name and address is:

Matthew B. Levine  
Titus, Brueckner & Berry, P.C.  
8377 E. Hartford Drive, Suite 110  
Scottsdale, Arizona 85255

5. Management of this limited liability company is vested in a Manager. The name and address of the Manager at the time of formation of the limited liability company are:

Susan F. Moody  
21171 W. Court Street  
Buckeye, Arizona 85396

James N. Moody  
21171 W. Court Street  
Buckeye, Arizona 85396

The name and address of each member who owns a twenty percent (20%) or greater interest in the capital or profits of the limited liability company are:

Susan F. Moody  
21171 W. Court Street  
Buckeye, Arizona 85396

James N. Moody  
21171 W. Court Street  
Buckeye, Arizona 85396

DATED: 3/14/07

By: [Signature]  
Susan F. Moody

DATED: 3/14/07

By: [Signature]  
James N. Moody

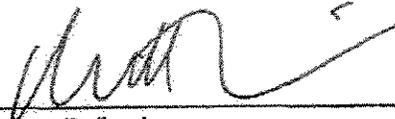
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L-1351874-8

**ACCEPTANCE OF APPOINTMENT OF STATUTORY AGENT**

I, Matthew B. Levine, having been designated to act as Statutory Agent for Tastings Wine Bar, LLC, hereby consent to act in that capacity until removal or resignation is submitted in accordance with the Arizona Revised Statutes.

DATED this 14<sup>th</sup> day of March 2007.



Matthew B. Levine  
Attorney at Law  
Titus, Brueckner & Berry, P.C.  
8377 E. Hartford Drive, Suite 110  
Scottsdale, Arizona 85255  
(480) 483-9600

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**OPERATING AGREEMENT  
OF  
TASTINGS WINE BAR, LLC**

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of March 14, 2007, by and among these persons and entities listed on Schedule 1, attached hereto and made a part hereof, as Members, and Susan F. Moody and James N. Moody, as Managers, of Tastings Wine Bar, LLC, an Arizona limited liability company.

**ARTICLE I**

**FORMATION, NAME, PURPOSES,  
DEFINITIONS**

1.1 Formation. Pursuant to the Arizona Limited Liability Company Act (the "Act"), the parties have formed an Arizona limited liability company effective upon the filing of the Articles of Organization of this Company with the Arizona Corporation Commission. The parties shall immediately, and from time to time hereafter, as may be required by law, execute all amendments of the Articles of Organization, and do all filing, recording and other acts as may be appropriate to operate the Company in compliance with the Act.

1.2 Intent. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" or, in the event that there is only one Member, as a "disregarded entity" for federal and state income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code. No Member shall take any action inconsistent with the express intent of the parties.

1.3 Name. The name of this Company shall be:

Tastings Wine Bar, LLC

1.4 Place of Business. The principal place of business of the Company shall be at 21171 W. Court Street, Buckeye, Arizona 85396, or such other place as the Manager shall determine in his, her or their discretion.

1.5 Purpose.

(a) The purpose of this Company shall be to own and operate a wine bar and bistro, and to transact any and all lawful business consistent with the foregoing purpose for which a limited liability company may be organized under Arizona law. Subject to the terms hereof, the Company shall have the authority to do any act or thing necessary or appropriate to accomplish the foregoing purpose.

(b) Except as otherwise provided in this Agreement, without the unanimous consent of all Members, the Company shall not engage in any other activity or business, and no Member acting in its capacity as a Member shall have any authority to obligate the Company or any other Member, or to hold itself out as a Member of the Company, with respect to any transaction or activity whatsoever other than those entered into or carried out within the scope and business purpose of the Company as provided in Section 1.5(a) above.

1.6 Term. This Company shall commence upon the filing of its Articles of Organization and shall continue until such time as it shall be terminated under the provisions of Article XI hereof.

1.7 Members. The name and address of each of the Members of this Company are set forth on Schedule 1 hereto.

1.8 Agent for Service of Process. The name and business address of the agent for service of process for the Company is Matthew B. Levine, 8377 E. Hartford Drive, Suite 110, Scottsdale, Arizona 85255, or such other person as the Manager shall appoint from time to time.

1.9 Definitions. Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Act" shall mean the Arizona Limited Liability Company Act, as amended.

(b) "Additional Capital Contributions" shall mean any Capital Contribution to the Company pursuant to Article II.

(c) "Additional Member" shall mean any person who is admitted to the Company as an Additional Member pursuant to this Operating Agreement.

(d) "Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interest of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder of ten percent (10%) or more of the voting interest of any Person described in clauses (i) through (ii) of this sentence. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or of indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

(e) "Agreement" shall mean this written Operating Agreement. No other document or oral agreement among the Members shall be treated as part of or superseding this Agreement unless it is reduced to writing and it has been signed by all of the Members.

(f) "Capital Account" shall mean the account established and maintained for each Member in accordance with this Agreement and applicable Treasury Regulations.

(g) "Capital Contribution" shall mean any contribution to the capital of the Company in cash, property or services by a Member, whenever made.

(h) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(i) "Company" shall refer to Tastings Wine Bar, LLC.

(j) "Contributing Member" shall mean any Member who desires to pay an amount due to cure a default of a Defaulting Member.

(k) "Defaulting Member" shall mean any Member who has caused a Monetary Default or a Non-Monetary Default which remains uncured under this Agreement. All other Members are Non-Defaulting Members.

(l) "Distributable Cash" means all cash, revenues, receipts and funds generated by, or received from, Company operations, from the sale of the Company's assets or business, and from all other sources, less the sum of the following to the extent paid or set aside by the Manager:

(i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders, including Members when acting in the capacity as lenders;

(ii) all cash expenditures incurred incident to the normal operation of the Company's business; and

(iii) such Reserves as the Manager deems reasonably necessary to the proper operation of the Company's business.

(m) "Exercise Date" shall mean the date on which the Company or Contributing Member provides notice to Defaulting Member that the Company or a Contributing Member has elected to exercise the option to acquire a Defaulting Member's interest.

(n) "Fair Market Value" shall mean, with respect to any asset or property, the fair market value thereof as determined in good faith by a Majority-In-Interest. If a Majority-In-Interest of the Members cannot agree upon a "Fair Market Value" the Majority-In-Interest of the Members shall select a qualified independent third-party to appraise the assets and property to determine the Fair Market Value, which determination shall be binding on the Members.

(o) "Fiscal Year" means the Company's fiscal year, which shall be December 31.

(p) "Initial Capital Contribution" shall mean the amount (exclusive of Additional Capital Contributions) which the Members actually pay as Capital Contributions to the Company, whether in cash, by the transfer of assets to the Company or by services rendered.

(q) "Interest" or "Units" shall mean the ownership interest which a Member owns in the Company from time to time.

(r) "Losses" shall mean, for each Fiscal Year, the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year under the cash method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's informational tax return filed for federal income tax purposes, plus any expenditures described in Section 705(a)(2)(B) of the Code.

(s) "Majority-In-Interest" shall mean Members owning a simple majority of the Percentage Interests in the Company.

(t) "Manager" shall mean Susan F. Moody and/or James N. Moody, or any Person that becomes a manager pursuant to this Agreement, if any.

(u) "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Additional or Substituted Members. To the extent a Manager has purchased Interests in the Company, he, she or it will have all the rights of a Member with respect to such Interests.

(v) "Monetary Default" shall mean the failure of a Member to pay when due any Additional Capital Contribution or other sum required to be paid under this Agreement.

(w) "Non-Monetary Default" shall mean the failure of a Member to cure any default under this Agreement (other than a Monetary Default, for which there is no curative period) within thirty (30) days after delivery of a written notice of default from another Member or the Manager, which notice shall set forth in detail the nature of the alleged default; provided that if curative performance cannot reasonably be completed within such thirty (30) day period, said period will be extended, provided that curative performance was begun within a reasonable time, not to exceed ten (10) days, after the delivery of the notice of default, and is diligently pursued thereafter. Without intending to limit the generality of the foregoing, the following are included within the definition of a Non-Monetary Default:

(i) Attempted dissolution of the Company by any Member other than pursuant to the provisions of this Agreement;

(ii) Attempted partitioning of the assets of the Company;

(iii) Withdrawal as a Member without the consent of all other Members;

(iv) Attempted or actual assignment or transfer of an Interest other than pursuant to the provisions of this Agreement.

(x) "Organizational Expenses" shall mean those expenses incurred in connection with the formation of the Company.

(y) "Percentage Interest" shall be the percentage interest of each Member in the capital of this Company as set forth in Schedule I which shall be the basis for allocating all requirements for contract payments, property taxes and other operating cash expenses and needs of the Company, as well as the basis for allocating operating losses of the Company to the Members for individual tax treatment.

(z) "Person" shall mean any individual or any legal entity, and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

(aa) "Prime Rate" shall mean the rate of interest, as of the first business day of each month, designated in the Wall Street Journal as the "prime rate," the rate of interest charged by banks in the United States to their largest and most credit-worthy commercial borrowers for unsecured loans maturing in ninety (90) days, but in no event in excess of the highest legal rate in Arizona.

(bb) "Profits" shall mean, for each Fiscal Year, the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year under the cash method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's informational tax return filed for federal income tax purposes, plus any income as described in Section 705(a)(1)(B) of the Code.

(cc) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager for fixed and contingent obligations and working capital needs and to pay taxes, insurance, debt service and other costs and expenses incident to the ownership or operation of the Company's business.

(dd) "Transfer" shall mean to sell, assign, exchange, transfer, give, donate, pledge, deposit, alienate, bequeath, devise or otherwise dispose of or encumber to any Person other than the Company.

(ee) "Treasury Regulations" shall mean the Regulations issued by the Department of the Treasury under the Code.

(ff) "Withdrawal Event" shall mean those events and circumstances listed in Act Section 29-733.

## ARTICLE II

### CAPITALIZATION OF THE COMPANY; LOANS

2.1 Initial Capital Contributions. The Initial Capital Contribution of each Member is set forth opposite each Member's name on Schedule 1 attached hereto. Each Member is required to contribute to the Company the full amount of its Initial Capital Contribution upon or before execution of this Operating Agreement. All Contributions are to be paid in cash or other immediate funds.

2.2 Member Loans and Additional Capital Contributions. The Members acknowledge that, to conduct its business authorized herein, the Company may require additional funds to cover expenses of management, the day to day operation, ordinary business expenses, losses and/or pay Company obligations. If the Company determines that payments in addition to the Initial Capital Contributions are required, and if such additional amounts cannot be obtained by the Company from one or more lenders (other than the Members) under terms and conditions acceptable to the Manager and a Majority-In-Interest of the Members, then the Manager and a Majority-In-Interest of the Members shall decide whether or not such additional amounts shall be provided to the Company by the Members and, if so, whether such additional amounts shall be provided by way of loans to the Company by the Members or by way of Additional Capital Contributions from the Members. If there is an assessment for required sums, all Members shall pay their proportionate share thereof according to their respective Percentage Interests within ten (10) days from the date of the assessment notice. Loans to the Company by Members shall be made in cash and shall be evidenced by promissory notes in a form satisfactory to the Manager and the Members. Such loans shall earn interest at the Prime Rate and be repayable on such terms as shall be approved by the Manager and the Members. Member loans shall be fully repaid (principal and interest) prior to any distributions pursuant to Article IV hereof. Notwithstanding anything to the contrary set forth herein, no Member shall be required to take any action or perform any act, including, without limitation, the payment of money, on behalf of or for the benefit of any third party creditor.

2.3 Capital Contributions in General. Except as otherwise expressly provided for in this Agreement: (a) no part of the Capital Contributions of any Member may be withdrawn except as otherwise approved in writing by all Non-Defaulting Members, and (b) no Member shall be entitled to demand or to receive property other than cash in return for its Capital Contributions to the Company.

## 2.4 Capital Accounts.

(a) Debits and Credits. A separate Capital Account shall be maintained for each Member in accordance with the applicable provisions of the Treasury Regulations:

(i) Each Member's Capital Account shall be credited with such Member's Capital Contributions, such Member's distributive share of Profits allocated to such Member in accordance with the provisions of this Agreement, any items in the nature of income or gain that are specially allocated pursuant to Section 3.5, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member.

(ii) Each Member's Capital Account shall be debited by the amount of cash distributed to such Member in accordance with this Agreement, the gross asset value of any other Company property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses allocated to such Member in accordance with this Agreement, any items in the nature of expenses or losses that are specially allocated pursuant to Section 3.5, and the amount of any liabilities of such Member that are assumed by this Company or that are secured by any property contributed by such Member to the Company.

(iii) In the event any Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

(iv) In the event the gross asset values of Company assets are adjusted pursuant to this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment, as if the Company had recognized gain or loss equal to the amount of such aggregate net adjustment and the resulting gain or loss had been allocated among the Members in accordance with this Agreement.

(b) Interpretation and Changes. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the Code and applicable Treasury Regulations and shall be interpreted and applied in a manner consistent therewith. In the event the Manager shall determine, after consultation with Company counsel, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are allocated or computed, in order to comply with such applicable federal law, the Manager shall make such modification without the consent of any other Member, provided the Manager determines in good faith that such modification will not increase the liability of any Member to third parties.

(a) In the case of a purchase pursuant to Section 9.1 hereof, the purchase price shall be paid in accordance with the terms of the Offer; provided, however, that notwithstanding any of the terms of the Offer, the closing shall not occur any sooner than the settlement date provided for herein. If the closing date of the Offer is later than the settlement date provided for herein, the settlement shall take place upon the settlement date provided for herein or the closing date set forth in the Offer, as may be elected by the purchasing Members.

(b) In the case of a purchase pursuant to Section 9.4 hereof, the purchase price of the Interest of the ex-spouse of the divorced Member, or the Interest of the deceased or bankrupt Member may, at the purchaser's option, be payable either in cash or on a deferred basis, as follows:

(i) A down payment of ten percent (10%) of the purchase price shall be payable at the settlement;

(ii) The balance of the purchase price shall be paid in six (6) equal annual principal installments, the first installment to be due one (1) year following the settlement date and subsequent annual principal payments shall be due on the same day of each successive year thereafter.

(iii) Interest on the deferred balance of the purchase price shall bear interest at the Prime Rate from the settlement date until paid in full (adjusted monthly on the 1st day of each month). Accrued interest shall be payable at the same time as installments of principal.

(iv) If not sooner paid in full, the unpaid principal plus accrued interest shall be paid in full upon the winding up of the Company's business and affairs. In the event of default in the payment of principal or interest pursuant to the provisions hereof, the party entitled to payment, at its option shall have the right to declare the unpaid balance of principal and accrued interest immediately due and payable.

(v) The deferred balance of such purchase price plus such accrued interest shall be secured by a security interest in the transferring Member's Interest.

9.7 Termination of the Company for Tax Purposes. Notwithstanding anything to the contrary contained in any other provision of this Agreement, the sale or exchange of all or any part of an interest in the Capital and/or the Profits of the Company may not be made (and will be null and void) if the interest sought to be sold or exchanged, when added to all other interests in the Company's Capital and/or Profits transferred within the twelve (12) consecutive month period ending on the date of such proposed sale or exchange, would cause the termination of the Company for federal income tax purposes.

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9.8 Restraining Order. If any Member shall at any time transfer or attempt to transfer all or any part of its Interest in violation of the provisions of this Agreement, then any other Member, in addition to all other available rights and remedies, shall be entitled to a decree or order restraining and enjoining such transfer.

## ARTICLE X

### ADDITIONAL MEMBERS

After the formation of the Company, any Person acceptable to all of the Members may become a Member of this Company for such consideration as the members by their unanimous vote shall determine. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at the time an additional Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to an additional Member for that portion of the Company's tax year in which an additional Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

## ARTICLE XI

### DISSOLUTION AND TERMINATION

11.1 Dissolution. The Company shall be dissolved upon the first to occur of any of the following events:

- (a) upon the entry of a decree of dissolution under A.R.S. §29-785;
- (b) upon any Withdrawal Event, unless the business of the Company is continued by the specific unanimous consent of the remaining Members given within 90 days after such event;
- (c) a vote of a Majority-In-Interest of the Members to dissolve;
- (d) The appointment of a receiver, trustee or liquidator of the assets of the Company, or the attachment, execution or other judicial seizure of all or a portion of the assets of the Company, unless such seizure is discharged within thirty (30) days thereafter; or
- (e) The inability of a Majority-In-Interest of all Non-Defaulting Members to agree upon any matter which makes it impossible for the Company business to be continued in a normal business-like manner.

11.2 Effect of Filing of Dissolving Statement. Upon the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until Articles of Termination

07 AUG 21 10:14 AM '84

have been filed with the Arizona Corporation Commission or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

11.3 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Manager of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company. Notwithstanding the foregoing, if the Manager determines that an immediate sale of part or all of the investments or assets of the Company would cause undue loss to the Members, the Manager, in order to avoid such loss, may, to the extent not then prohibited by the governing law applicable in the circumstances, defer liquidation of and withhold from distribution for a reasonable time any assets of the Company except those necessary to satisfy the immediately due debts and obligations of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager shall (1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Members in kind), (2) allocate any profit or loss resulting from such sales to the Members' Capital Accounts in accordance with Article II hereof, (3) discharge all liabilities of the Company (other than liabilities to Members), including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (4) establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company), (5) discharge any liabilities of the Company to the Members other than on account of their interests in Company capital or profits, and (6) distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their Fair Market Value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of Article II of this Agreement to reflect such deemed sale.

(ii) The positive balance of each Member's Capital Account as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs, shall be distributed to the Members, either in cash or in kind, as determined by the Manager, with any assets distributed in kind being valued for this purpose at their Fair Market Value. Any such distributions to the Members in respect to their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a negative Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

11.4 Articles of Termination. When all debts, liabilities and obligations have been paid and discharged, or adequate provisions have been made therefor, and all of the remaining property and assets have been distributed to the Members, Articles of Termination shall be executed and filed with the Arizona Corporation Commission.

11.5 Compensation and Reimbursement. The Manager or other Member acting as liquidator of the Company's assets shall be entitled to reimbursement for out-of-pocket expenses incurred and reasonable compensation for services rendered in connection with the winding up and liquidation of the Company. Such reimbursement shall be paid as an expense of the Company after all debts to third parties have been repaid or adequately provided for but before any repayment of loans or advances by the Members.

11.6 Return of Contribution Non-recourse to Other Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

## ARTICLE XII

### NO PARTITION

Each Member hereby waives any right to partition or the right to take any other action which might otherwise be available to such Member for the purpose of severing its relationship with the Company or its Interest in the assets and properties held by the Company from the Interest of the other Members until the dissolution of the Company. Each Member specifically agrees not to institute any action therefor and each Member agrees that this section may be pled as a bar to the maintenance of any such action. A violation of this provision shall entitle the non-violating Members to collect, from the Member violating this provision, the actual

attorney's fees, costs and other damages those non-violating Members and the Company incur in connection therewith.

## ARTICLE XIII

### INDEMNIFICATION

13.1 Indemnification of Manager. Except as provided in this Agreement and subject to the provisions of this Section, the Manager shall not be liable to the Company or to any other Member(s) for any liability, loss, cost, damage, attorney's fees, or other expenses which shall or may be incurred as a result of or in connection with any act or actions performed or taken by the Manager or by virtue of any omission of the Manager in the capacity as Manager on behalf of the Company, and the Company shall defend, indemnify and hold the Manager harmless as a condition precedent to recovery. Such indemnity shall not extend to gross negligence, fraudulent acts, willful misconduct, or breach of fiduciary duty on the part of the Manager. Any amounts paid by the Company pursuant to the provisions of this paragraph shall be deemed to be a Company expense and shall be paid before determining profit participation.

13.2 Member Indemnification. Each Member shall indemnify the other Members from and against any and all claims, demands, losses, damages, liabilities, suits and other proceedings, judgments and awards, costs and expenses (including but not limited to reasonable attorney's fees) arising directly or indirectly out of any breach of the covenants contained herein, by such Member, its Affiliates, officers, agents or employees.

13.3 No Liability For Investment Tax Credits or Capital Gains. Anything herein to the contrary notwithstanding, no Member shall have any liability to the Company or any other Member by reason of failure to qualify for investment tax credits or long term capital gains.

## ARTICLE XIV

### GENERAL

14.1 Notices. All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when personally delivered against receipt or five (5) days after being (i) sent by telegram or (ii) deposited in the United States mails, certified or registered, postage prepaid, return receipt requested, addressed to the addressee at its address set forth on Schedule 1 or as shown from time to time in the records of the Company. Any Member may alter the address to which communications are to be sent by giving notice of such change of address to the other Members in conformity with the provisions of this Section.

14.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.3 Controlling Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Arizona.

07 APR 21 04:11:38 PM '94

14.4 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.6 Indulgences Not Waivers. Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of any other right, remedy, power or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power or privilege with respect to any subsequent occurrence.

14.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any persons to be signatory hereto may execute this Agreement by signing any such counterpart.

14.8 Amendment. This Agreement may be amended only by an agreement in writing executed by all Members and the Manager.

14.9 Attorney's Fees. If any party institutes a suit or other proceeding against any other party in any way connected with this Agreement or its enforcement, the prevailing party to any such action shall be entitled to recover from the other party reasonable attorney's fees (not to exceed the actual attorney's fees incurred), witness fees and expenses and court costs in connection with said suit or proceeding at both trial and appellate levels, regardless of whether any such action or proceeding is prosecuted to judgment.

14.10 Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays, and holidays; provided however, that if the final day of any time period falls on a Saturday, Sunday or recognized United States holiday, then the final day shall be deemed to be the next date which is not a Saturday, Sunday, or holiday.

14.11 Captions. Captions are not intended to convey any meaning or be a part of this agreement but are merely used for assistance in identifying paragraphs.

14.12 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

14.13 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender

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shall include the feminine and neuter genders and vice versa; and the work "person" or "party" shall include a corporation, firm, partnership, proprietorship or other form of association.

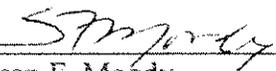
14.14 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third-party creditors of the Company.

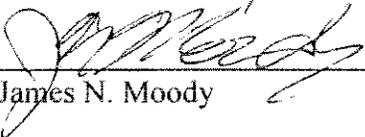
14.15 Agreement of Spouses of Members. By executing this Agreement, the spouse of each Member acknowledges and consents to the terms and conditions of this Agreement and agrees, for himself or herself and for the community of himself and herself and the Member, to be bound hereby. Each spouse of a Member, for himself or herself and the community of which he or she is a member, hereby irrevocably appoints the Member as attorney-in-fact with an irrevocable proxy coupled with an Interest to vote on any matter to come before the Members or to agree to and execute any amendments of this Agreement without further consent or acknowledgment of the spouse and to execute proxies, instruments, or documents in the spouse's name as may be required to effect the same. This power of attorney is intended to be durable and shall not be affected by disability of the spouse.

14.16 Representation. All of the parties hereto acknowledge that Titus, Brueckner & Berry, P.C., legal counsel solely for the Company and not any Member, prepared this Agreement, and as such, the Members cannot rely on such legal counsel to have protected their interests, and this Agreement is not the product of arms'-length negotiations where the various parties were represented by separate independent legal counsel. It is further acknowledged that each Member has been urged to consult with his separate legal counsel with regard to all such matters before executing and delivering this Agreement or delivering any funds for the purchase of an interest in the Company, and such Members have considered such urgings and acted knowingly, intentionally and deliberately in executing and delivering this Agreement and the funds for the purchase of an interest in the Company.

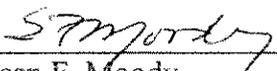
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

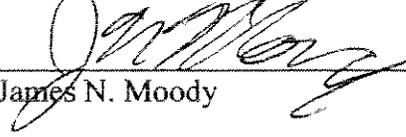
**MANAGERS:**

  
\_\_\_\_\_  
Susan F. Moody

  
\_\_\_\_\_  
James N. Moody

**MEMBERS:**

  
\_\_\_\_\_  
Susan F. Moody

  
\_\_\_\_\_  
James N. Moody

07 AUG 24 14:14:14 PM '04

**SCHEDULE 1**  
as of March 14, 2007

<b>Member / Address</b>	<b>Percentage Interest</b>	<b>Initial Contributions</b>
Susan F. Moody 21171 W. Court Street Buckeye, Arizona 85396	60%	\$90,000.00
James N. Moody 21171 W. Court Street Buckeye, Arizona 85396	40%	\$60,000.00

07 AUG 21 09:14:08 PM '04

# 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

PRINT - USE BLACK INK

LICENSE # ~~0767004~~ 12077271

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

*Spec Sheets Attached*

Grill	Vulcan 36" 6 Burner w/ Convection oven
Oven	
Freezer	Delta 6125xL-S 20SF Storage
Refrigerator	Tre 60M72 72 FT / Tre TSB-48-R 12CF
Sink	Advance Tecco D1-3-15
Dish Washing Facilities	Jackson Delta 5 37 Racks / Hr
Food Preparation Counter	Tre TC-48 12CF
Other <i>Salamander</i>	Vulcan VSB 3/R 6,000 BTU
Other	
Other	

2. Print the name of your restaurant:

Tastings Wine Bar & Bistro

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 [ 120 ]
- b. **Bar area** of your premises [ 25 ]
- c. **Total area** of your premises [ 145 ]

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 \_\_\_\_\_ %  No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 60 %

\*Disabled individuals requiring special accommodations, please call the Department.

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

① 32" LCD in Bar Area  
① 42" LCD Private Meeting / Dining Room  
① 47" LCD by Fireplace

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

Player Piano  
Occasional live music Friday & Saturday nights

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

General Manager Plans, organize, train, leads business  
Restaurant Manager Maintain function & flow of restaurant & supervise front staff  
Kitchen Manager Responsible for food production & kitchen hygiene  
Host Ensure that every guest feels welcome  
Server Provide friendly attentive service to all guests  
Bartender Oversee fastign & beverage orders for guests  
Cook Account & efficiently prepare food  
Dishwasher Wash tables & wash & clean tableware & kitchen equipment

Attach additional sheets if necessary

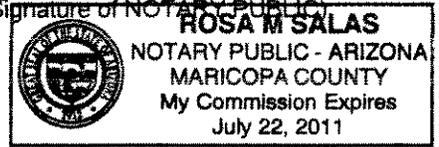
I, SUSAN KRANINE MOODY, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.  
(Print full name)

X SJM State of Arizona County of Maricopa  
(Signature of APPLICANT) The foregoing instrument was acknowledged before me this

6<sup>th</sup> day of August 2007  
Day Month Year

My commission expires on: July 22 2011

Rosa M Salas  
(Signature of NOTARY PUBLIC)



# VULCAN

## MODEL VSB34R 34" HEAVY DUTY GAS SALAMANDER BROILER

### IMPORTANT

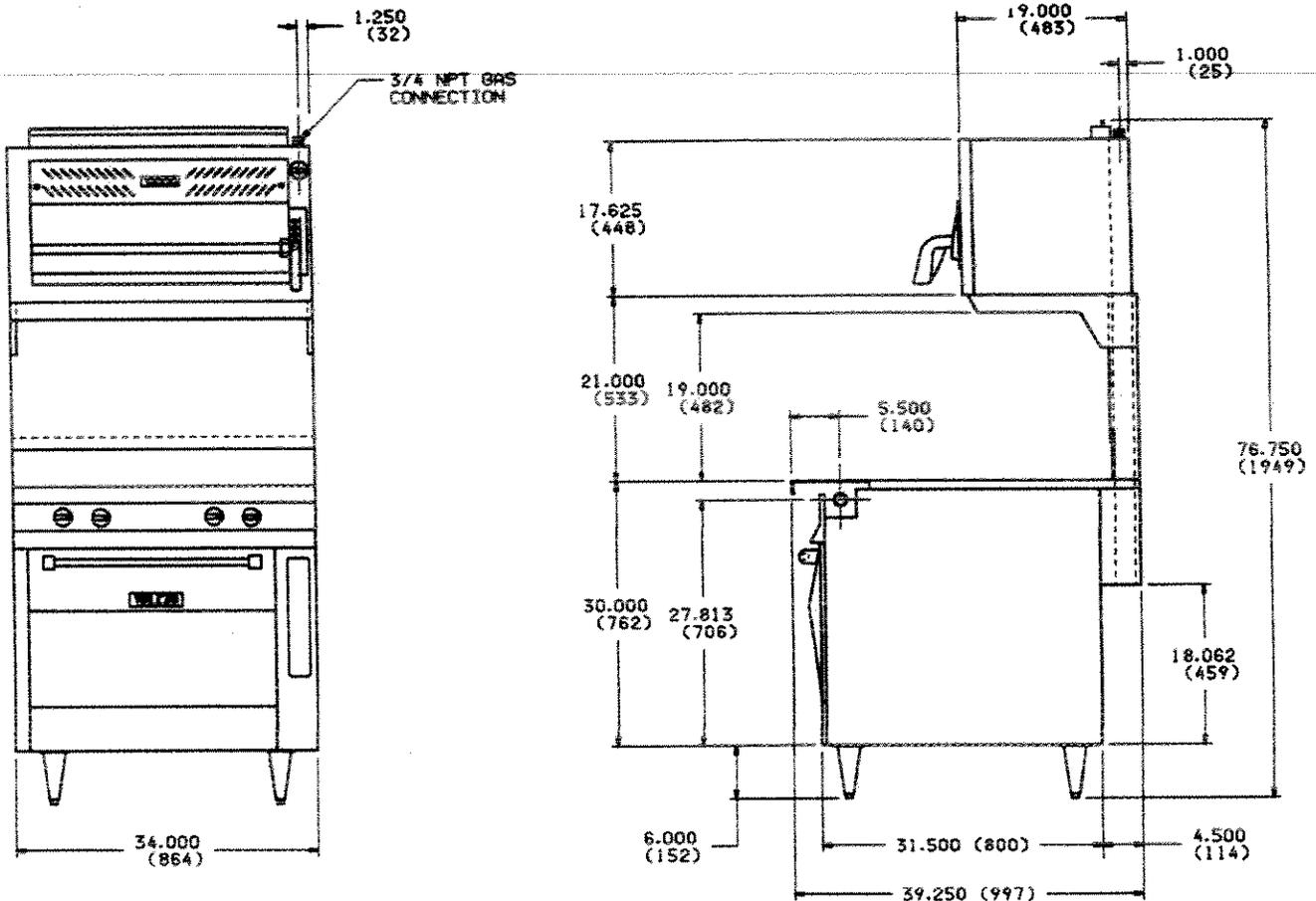
1. A gas pressure regulator sized for this unit is included.  
Natural gas 6" W.C., Propane gas 10" W.C.
2. An adequate ventilation system is required for commercial cooking equipment. Information may be obtained by writing to the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169. When writing refer to NFPA No. 96.
3. These units are manufactured for installation in accordance with National Fuel Gas Code, ANSI-Z223.1/NFPA #54 (latest edition). Copies may be obtained from The American Gas Association, Accredited Standards Committee Z223 @ 400N. Capital St. NW, Washington, DC 20001, or the Secretary Standards Council, NFPA, 1 Batterymarch Park, Quincy, MA 02169-7471.

### NOTE: In the Commonwealth of Massachusetts

All gas appliances vented through a ventilation hood or exhaust system equipped with a damper or with a power means of exhaust shall comply with 248 CMR.

4. Clearances:
 

	Combustible	Non-Combustible
Rear	0"	0"
Sides	6"	0"
Bottom	10"	4"
5. This appliance is manufactured for commercial installation only and is not intended for home use.



MODEL NO.	BTU/HR.	WIDTH	DEPTH	HEIGHT	APPROX. SHP. WT. (lbs./kg)
VSB-34	66,000	34"	19"	19 1/16"	250/113

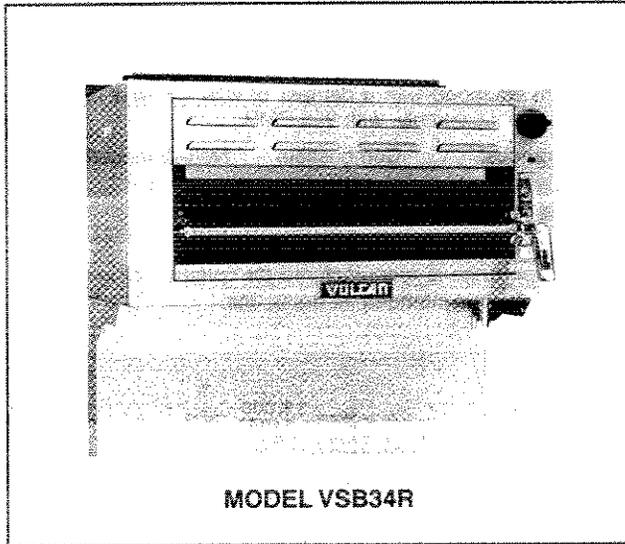
**NOTE:** In line with its policy to continually improve its products, Vulcan-Hart Company reserves the right to change materials and specifications without notice.

VULCAN-HART COMPANY, P.O. BOX 696, LOUISVILLE, KY 40201, TEL. 1-800-814-2028  
502-778-2791 QUOTE & ORDER FAX: 1-800-444-0602

# VULCAN

Item # \_\_\_\_\_ C.S.I. Section 11420

## MODEL VSB34R 34" HEAVY DUTY GAS SALAMANDER BROILER



VSB34R 34" wide, 66,000 BTU/hr.

### STANDARD FEATURES

- Stainless steel reinforced back riser for mounting over GH Series heavy duty ranges.
- Stainless steel front, top and sides.
- Six 11,000 BTU/hr bar-type burners with stainless steel radiants; 66,000 BTU/hr total input.
- Infinite heat control valves.
- Standing pilot ignition system.
- Chrome plated trigger grip control handle provides positive positioning of the broiling carriage. Heavy duty chrome plated broiling grid measures 27½" w x 13" d.
- Removable full width spillage pan.
- ¾" top gas connection and gas pressure regulator.
- One year limited parts and labor warranty.

### OPTIONS

- Set of stainless steel wall mount brackets.
- Set of 4" legs with adjustable feet.



### SPECIFICATIONS:

Heavy duty gas salamander broiler, Vulcan-Hart Model No. VSB-34R. Stainless steel reinforced back riser for mounting over GH Series heavy duty ranges. Stainless steel front, top and sides. Six 11,000 BTU/hr bar-type burners with stainless steel radiants; 66,000 BTU/hr total input. Infinite heat control valve. Pilot ignition system. Chrome plated trigger grip control handle provides positive positioning of the broiling carriage. Heavy duty chrome plated broiling grid measures 27½" w x 13" d. Removable full width spillage pan. ¾" top gas connection and gas pressure regulator.

Exterior dimensions: 34" w x 19" d x 17½" h.

CSA design certified. NSF listed.

**SPECIFY TYPE OF GAS WHEN ORDERING.**

**SPECIFY ALTITUDE WHEN ABOVE 2,000 FT.**

VULCAN



07 AUG 21 11:41 AM '86

Model:  
**TUC-48**

**Undercounter:**  
Solid Door Refrigerator



## STANDARD FEATURES

### DESIGN

- True's commitment to using the highest quality materials and oversized refrigeration systems provides the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.

### REFRIGERATION SYSTEM

- Factory engineered, self-contained, capillary tube system using environmentally friendly (CFC free) 134A refrigerant.
- Oversized, factory balanced refrigeration system with guided airflow to provide uniform product temperatures.
- Extra large evaporator coil balanced with higher horsepower compressor and large condenser; maintains -- cabinet temperatures of 33°F to 38°F (5°C to 3.3°C) for the best in food preservation.
- Sealed, cast iron, self-lubricating evaporator fan motors and larger fan blades give True undercounter units a more efficient low velocity, high volume airflow design. This unique design insures faster temperature recovery and shorter run times in the busiest of food service environments.
- Condensing unit access in back of cabinet, slides out for easy maintenance.

### CABINET CONSTRUCTION

- Exterior - stainless steel front, top and cabinet ends. Matching aluminum finished back.

- Interior - attractive, NSF approved, white aluminum liner. 300 series stainless floor with coved corners.
- Insulation - entire cabinet structure and solid doors are foamed-in-place using high density, CFC free, polyurethane insulation.
- 5" (127 mm) diameter stem castors - locks provided on front set. 36" (915 mm) work surface height.

### DOORS

- Stainless steel exterior with white aluminum liner to match cabinet interior.
- Each door fitted with 12" (305 mm) long recessed handle that is foamed-in-place with a sheet metal interlock to insure permanent attachment.
- Positive seal self-closing doors with 90° stay open feature. Doors swing within cabinet dimensions.
- Magnetic door gaskets of one piece construction, removable without tools for ease of cleaning.

### SHELVING

- Four (4) adjustable, heavy duty PVC coated wire shelves 21<sup>9</sup>/<sub>16</sub>" L x 16" D (548 mm x 407 mm). Four (4) chrome plated shelf clips included per shelf.
- Shelf support pilasters made of same material as cabinet interior; shelves are adjustable on 1/2" (13 mm) increments.

### MODEL FEATURES

- Evaporator is epoxy coated to eliminate the potential of corrosion.
- NSF-7 compliant for open food product.

### ELECTRICAL

- Unit completely pre-wired at factory and ready for final connection to a 115/60/1 phase - 15 amp dedicated outlet. Cord and plug set included.



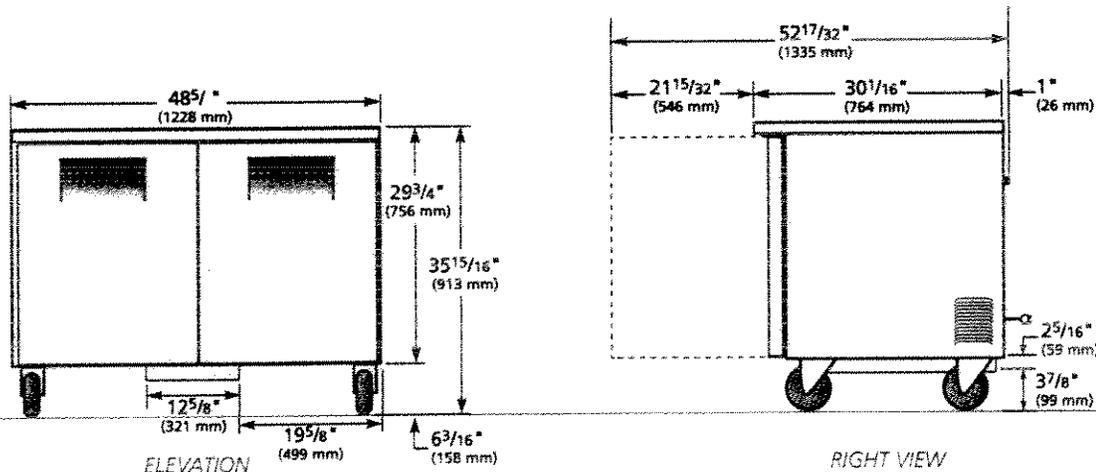
115/60/1  
NEMA-5-15R

### OPTIONAL FEATURES/ACCESSORIES

Upcharge and lead times may apply.

- 230 - 240V / 50 Hz.
- 6" (153 mm) standard legs.
- 6" (153 mm) seismic/flanged legs.
- 2<sup>1</sup>/<sub>2</sub>" (64 mm) diameter castors.
- Barrel locks (factory installed). Requires one per door.
- Basic oversheff.
- Sandwich/salad service shelf.
- Single utility shelf.
- Double utility shelf.
- 30" (762 mm) deep, 1/2" (13 mm) thick, white polyethylene cutting board. Requires "L" brackets.
- 30" (762 mm) deep, 1/2" (13 mm) thick, composite cutting board. Requires "L" brackets.
- Heavy duty, 16 gauge tops.
- ADA compliant models with 34" (864 mm) work surface height.
- Low profile models with recessed castors. 31<sup>1</sup>/<sub>2</sub>" (801 mm) work surface height.
- Remote cabinets (condensing unit supplied by others; system comes standard with 404A expansion valve and requires R404A refrigerant). Consult factory technical service department for BTU information.

## PLAN VIEW



**WARRANTY**  
One year warranty on all parts and labor and an additional 4 year warranty on compressor. (U.S.A. only)

METRIC DIMENSIONS ROUNDED UP TO THE NEAREST WHOLE MILLIMETER  
SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE

Model	Elevation	Right	Plan	3D
TUC-48	TFQY02E	TFQY02S	TFQY02P	TFQY023

## TRUE FOOD SERVICE EQUIPMENT



**TRUE FOOD SERVICE  
EQUIPMENT, INC.**

St. Charles Industrial Center • P.O. Box 970 • O'Fallon, Missouri 63366  
(636)240-2400 • FAX (636)272-2408 • (800)325-6152 • www.truemfg.com  
Parts Dept. (800)424-TRUE • Parts Dept. FAX# (636)272-9471

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Item #: \_\_\_\_\_ Qty: \_\_\_\_\_

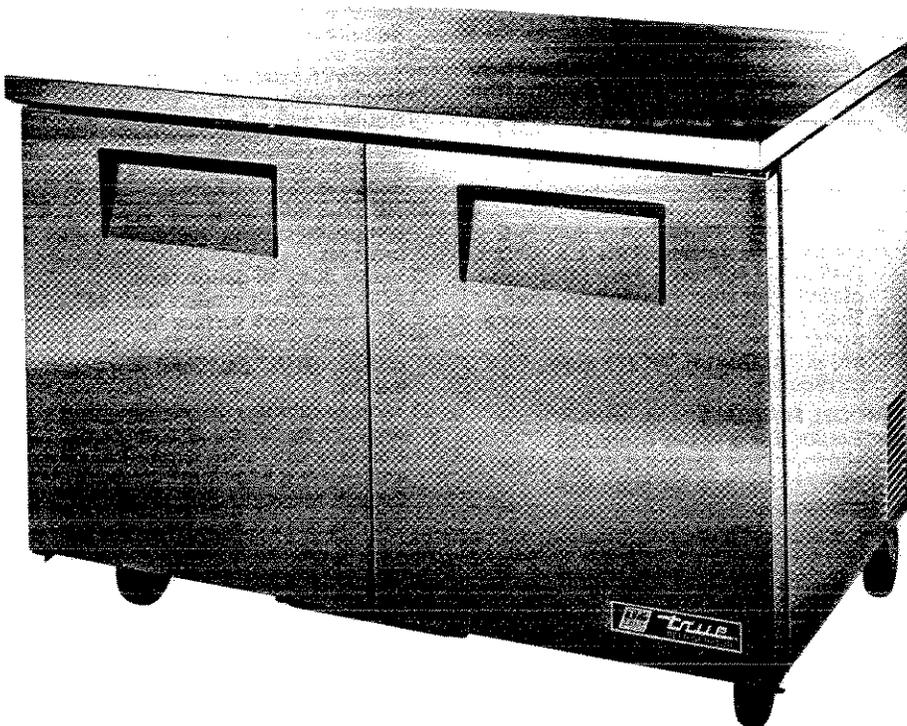
Model #: \_\_\_\_\_

AIA #

SIS #

Model:  
**TUC-48**

**Undercounter:**  
*Solid Door Refrigerator*



## TUC-48

- ▶ True's undercounter units are designed with enduring quality that protects your long term investment.
- ▶ Designed using the highest quality materials and components to provide the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.
- ▶ Oversized, environmentally friendly (134A) forced-air refrigeration system holds 33°F to 38°F (.5°C to 3.3°C).
- ▶ All stainless steel front, top and cabinet ends. Matching aluminum finished back.
- ▶ Front breathing.
- ▶ Foamed-in-place, high density polyurethane insulation (CFC free).
- ▶ Heavy duty PVC coated wire shelves.

© 2007 True Food Service, Inc. AM 8 56

### ROUGH-IN DATA

Specifications subject to change without notice.  
Chart dimensions rounded up to the nearest 1/8" (millimeters rounded up to next whole number).

Model	Doors	Capacity (Cu. Ft.) (liters)	Shelves	Cabinet Dimensions (inches) (mm)			HP	Voltage	Amps	NEMA Config.	Cord Length (total ft.) (total m)	Crated Weight (lbs.) (kg)
				L	D†	H*						
TUC-48	2	12.0 340	4	48 <sup>3</sup> / <sub>8</sub>	30 <sup>1</sup> / <sub>8</sub>	29 <sup>3</sup> / <sub>4</sub>	1/5	115/60/1	5.0	5-15P	7	270
				1229	766	756						

† Depth does not include 1" (26 mm) for rear bumpers.

\* Height does not include 6<sup>1</sup>/<sub>4</sub>" (159 mm) for castors or 6" (153 mm) for optional legs.

▲ Plug type varies by country.



APPROVALS:

AVAILABLE AT:

12/05

Printed in U.S.A.



## Standard Features

- 1.2 gallons per cycle
- 37 racks per hour (925 - 2 1/2" glasses per hour)
- 3 way dispensing system for detergent, rinse additive and sanitizer
- 115 Volt / 60 HZ / 1 phase operation
- Sustaining heating element maintains final rinse between 120°F and 140°F
- Powerful 3/4 HP wash motor
- Overall height - 39"
- 11 1/2" wash chamber clearance
- Lower rotary wash arm and fixed upper jets
- Removable end plugs on lower wash arms and removable upper jets
- Air gap water inlet
- Built-in waste accumulator
- Solid state controls
- Automatic fill, cycle and drain
- Quick disconnect control box for easy service and access
- Temperature delay feature to ensure proper temperatures
- LCD indicator displays operating conditions and status of machine functions
- Heavy duty stainless steel construction
- Door safety switch
- Push button start
- Stainless steel main frame
- Adjustable bullet feet

## Power/Connections

### Electrical Requirements

Rinse Booster Tank Heater Element	2.0 KW
Wash Pump Motor Horsepower	3/4

### Water Requirements

Gallons per Hour	44
Flow Rate GPM	1.0
Flow Pressure (PSI)	15-25
Waterline Size IPS (Minimum) (Inches)	1/2
Drainline Size (Minimum) (Inches)	2

### Sanitizers Available

Sodium Hypochlorite	50 PPM
Iodophor	12.5 PPM

## Performance/Capacities

### Operating Capacity

Racks per Hour	37
Dishes per Hour	925
Glasses per Hour	925

### Operating Cycle (Seconds)

Normal Cycle	
Wash Time	46
Rinse Time	25
Dwell	21
Total Cycle	92
Heavy Cycle	
Prewash Time	20
Wash Time	45
Rinse Time	25
Dwell	40
Total Cycle	130

### Operating Temperatures

Wash (Minimum) °F	120
Wash (Recommended) °F	140

### Tank Capacity (Gallons)

Tank Capacity (Gallons)	1.2
-------------------------	-----

### Wash Pump Capacity (GPM)

Wash Pump Capacity (GPM)	61
--------------------------	----

### Dimensions (Inches)

Width	23 5/8
Depth	25 1/4
Height	39
Standard Table Height	28 1/2
Maximum Clearance	10 1/2

### Shipping Weight (Lbs.)

Shipping Weight (Lbs.)	210
------------------------	-----

### Shipping Size (Inches)

Width	30
Depth	32
Height	54

# Delta 5

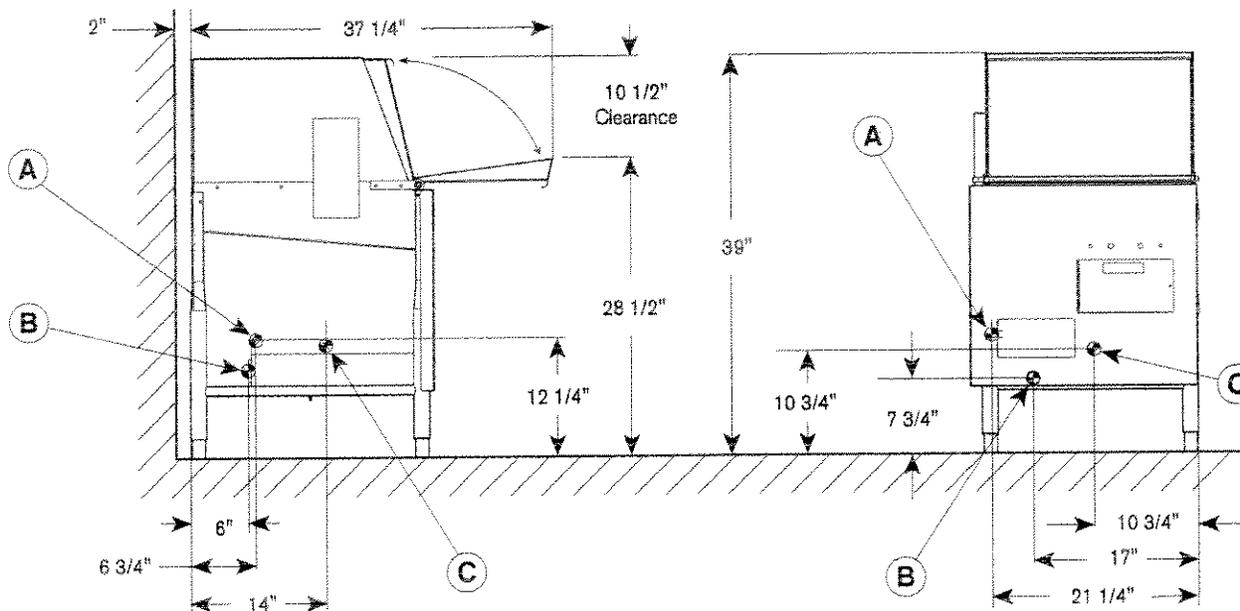
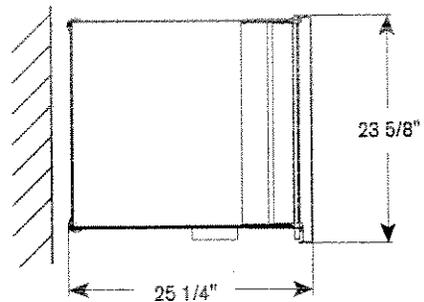
# Glasswashers

## Short Form Specifications

Item No. \_\_\_\_\_

Unit shall be Jackson model Delta 5 rack style chemical sanitizing dishmachine or glasswasher. Electrical characteristics to be 115 volts / 60 cycles / single phase operation with a 92 second automatic cycle using 44 gallons of 120°F. minimum (140° F. recommended) final rinse water per hour. Stainless steel construction to include frame, wash tank, top and side panels. A 3/4 HP motor mounted to a cast iron pump with a stainless steel impeller shall be mounted to the machine frame. As standard the unit shall include:

- Capacity of 37 racks per hour.
- Temperature delay to ensure proper NSF temperatures.
- Gravity drain
- Solid-state controls.
- Door cycle switch
- Sustaining heating element maintains final rinse water between 120°F. and 140°F.
- Three (3) chemical dispensing pumps
- Unit shall be NSF Certified and UL/CUL Listed.



### LEGEND:

- A – Water inlet 1/2" I.P.S. for incoming 140°F water
- B – 2" drainline connection
- C – Electrical connection—20 amp circuit required

All dimensions in inches.

All vertical dimensions are +/- 1/2" from floor due to adjustable bullet feet.

### Approximate Total Load Amps

115/60/1 16.0\*

\*The Delta 5 is designed so that the wash motor and heater are never on at the same time, therefore service load is based upon the highest amperage draw, which would be the heater.

www.jacksonmsc.com  
1-888-800-5672



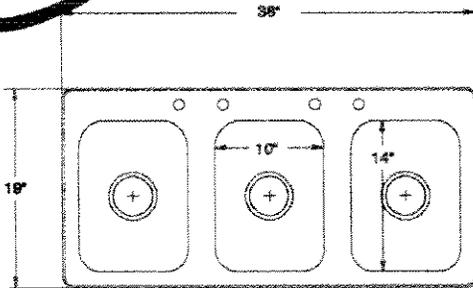
# DIMENSIONS and SPECIFICATIONS

Supplied with Two K-50 Faucets & K-6 Basket Drain

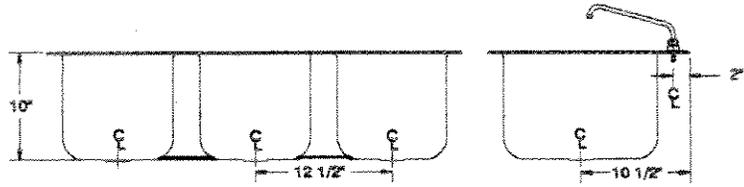
ALL DIMENSIONS ARE TYPICAL

TOL  $\pm .125"$

**DI-3-10**

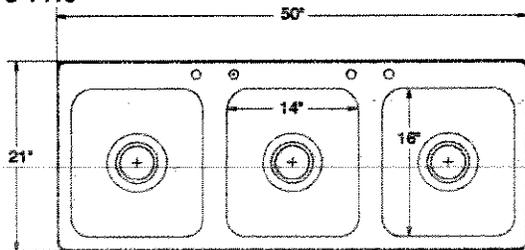


**Cut-Out Size**  
37 1/4" x 18 1/4"  
1/4" radius corners

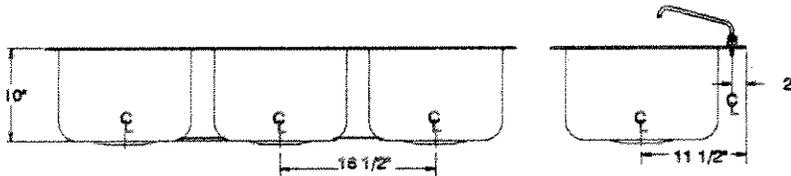


Approx. Wt. 34 lbs.

**DI-3-1410**

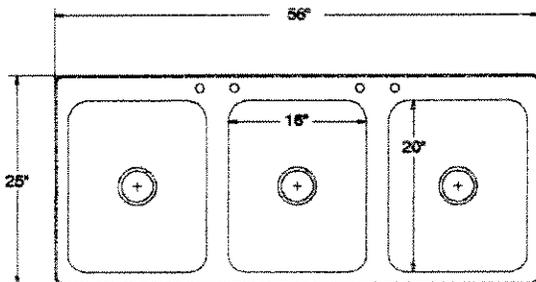


**Cut-Out Size**  
49 1/4" x 20 1/4"  
1/4" radius corners

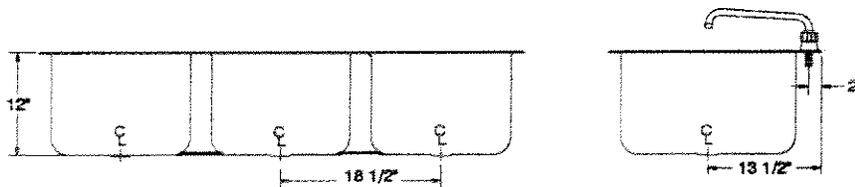


Approx. Wt. 50 lbs.

**DI-3-1612**

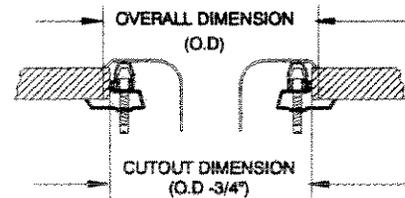


**Cut-Out Size**  
55 1/4" x 24 1/4"  
1/4" radius corners



Approx. Wt. 60 lbs.

## TYPICAL INSTALLATION



Cut-Out Size = L to R x F to B

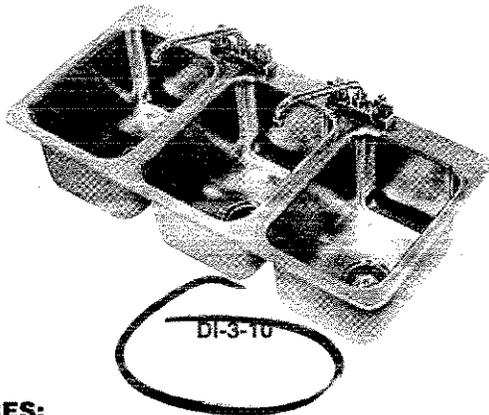




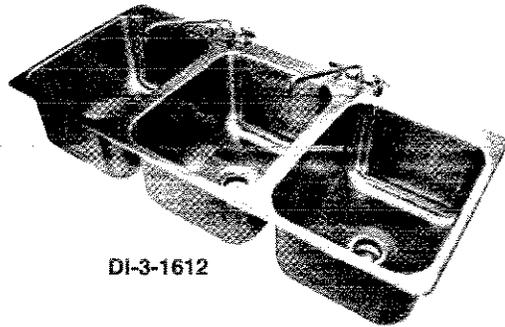
STAINLESS STEEL  
**DROP-IN SINKS**  
**Three Compartments**

**For  
 General Purpose  
 Use!**  
 Includes Faucet & Drain

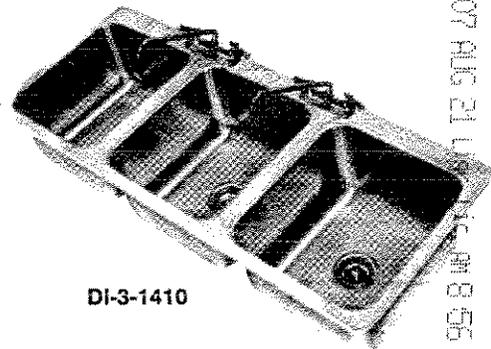
Item #: \_\_\_\_\_ Qty #: \_\_\_\_\_  
 Model #: \_\_\_\_\_  
 Project #: \_\_\_\_\_



DI-3-10



DI-3-1612



DI-3-1410

07 AUG 21 11:15 AM 8 55

**FEATURES:**

One piece seamless **Deep Drawn** sink bowl design.  
 All sink bowls have a large liberal radii with a minimum dimension of 2" and are rectangular in design for increased capacity.  
 Self-Rim Design. Mounting hardware is provided. For counters over 7/8" and up to 1-1/2" thick, please order Thick-Counter Mounting Clips for Drop-In Sinks, **Model # K-28 Per Sink**. (Quantity supplied varies based on drop in sink ordered).  
 Includes 4" O.C. **K-50** faucet & basket drain.

**CONSTRUCTION:**

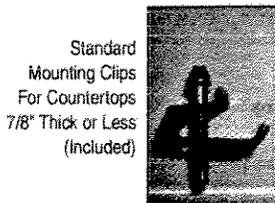
Bowls fabricated from one sheet of stainless steel.  
 All bowls are Sound Deadened.  
 Units feature Advance Tabco's **Smart Finish™**.

**MECHANICAL:**

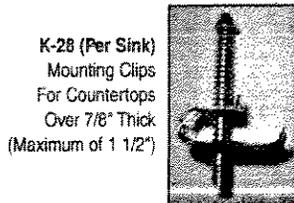
Faucet supply is 1/2" IPS male thread.  
 Deck mounted faucets are furnished with aerator.

**MATERIAL:**

18 gauge type 304 series stainless steel (DI-3-10 is 20 gauge).  
 Faucets are brass-nickel plated.  
 Stainless Steel 1-1/2" IPS basket drain.



Standard  
 Mounting Clips  
 For Countertops  
 7/8" Thick or Less  
 (Included)



**K-28 (Per Sink)**  
 Mounting Clips  
 For Countertops  
 Over 7/8" Thick  
 (Maximum of 1 1/2")

Available Faucets & Accessories	Model #	Qty
Deck Mounted 8" Swing Spout. 4" O.C.	<b>K-50</b>	
Deck Mounted 12" Swing Spout. 4" O.C.	<b>K-53</b>	
Deck Mounted 8 1/2" Large Gooseneck. 4" O.C.	<b>K-55</b>	
Deck Mounted Swing w/Spray. 8" O.C.*	<b>K-58</b>	
Thick-Counter Mounting Clips for Countertops over 7/8". Maximum of 1 1/2". (Qty. supplied varies based on sink ordered)	<b>K-28</b>	

\*REQUIRES K-472 FAUCET HOLE REVISION

**FOR REPLACEMENT FAUCET, DRAINS  
 AND ACCESSORIES, SEE SECTION G**



**NEW YORK**  
 (800) 645-3166  
 Fax: (631) 242-6900

**GEORGIA**  
 (800) 832-1218  
 Fax: (770) 775-5625

**TEXAS**  
 (800) 527-0353  
 Fax: (972) 932-4795

**NEVADA**  
 (800) 446-8684  
 Fax: (775) 972-1578

For Assistance with Smart Modifications & Accessories Call: **1-800-498-6634** Fax: **631-586-2933**  
 smartfab@advancetabco.com

Model:

**GDM-72**

**Glass Door Merchandiser:**  
Swing Door Refrigerator



**STANDARD FEATURES**

**DESIGN**

- True's commitment to using the highest quality materials and oversized refrigeration systems provides the user with colder product temperatures, and lower utility costs in an attractive merchandiser that brilliantly displays packaged food and beverages.

**REFRIGERATION SYSTEM**

- Factory engineered, self-contained, capillary tube system using environmentally friendly (CFC free) 134A refrigerant.
- Extra large evaporator coil balanced with higher horsepower compressor and large condenser; maintains cabinet temperatures of 33°F to 38°F (5°C to 3.3°C).
- Sealed, cast iron, self-lubricating evaporator fan motors and larger fan blades give True merchandisers a more efficient low velocity, high volume airflow design. This unique design insures faster temperature pull down of warm product, colder holding temperatures and faster recovery in high use situations.
- Bottom mounted condensing unit positioned for easy maintenance. "No stoop" lower shelf maximizes visibility by raising merchandised product to higher level.

**CABINET CONSTRUCTION**

- Exterior - non-peel or chip white laminated vinyl; durable and permanent.
- Interior - attractive, NSF approved, white aluminum liner with 300 series stainless steel floor.
- Insulation - entire cabinet structure is foamed-in-place using high density, CFC free, polyurethane insulation.
- Welded, heavy duty galvanized frame rail dipped in rust inhibiting enamel paint for corrosion protection inside and out.

- Frame rail fitted with leg levelers.
- Illuminated exterior sign panel. Variety of sign options available.

**DOORS**

- "Low-E", double pane thermal glass door assemblies with extruded aluminum frames. The latest in energy efficient technology.
- Self closing doors.
- Each door fitted with 12" (305 mm) extruded handle.
- Magnetic door gaskets of one piece construction, removable without tools for ease of cleaning.

**SHELVING**

- Twelve (12) adjustable, heavy duty PVC coated wire shelves 24<sup>1</sup>/<sub>4</sub>" L x 22<sup>1</sup>/<sub>8</sub>" D (616 mm x 562 mm). Four (4) chrome plated shelf clips included per shelf.
- Shelf support pilasters made of same material as cabinet interior; shelves are adjustable on 1/2" (13 mm) increments.

**LIGHTING**

- Safety shielded fluorescent interior lighting. Doors utilize full-length, patented, integrated doors light (IDL) system.
- Cabinet lighting utilizes electronic ballast and T-8 bulbs for brighter illumination, longer bulb life and increased energy efficiency.

**MODEL FEATURES**

- Evaporator is epoxy coated to eliminate the potential of corrosion.
- See our website [www.truemfg.com](http://www.truemfg.com) for latest color and sign offerings.
- Convenient clean-out drain built in cabinet floor.
- Listed under NSF-7 for the storage and/or display of packaged or bottled product.

**ELECTRICAL**

- Unit completely pre-wired at factory and ready for final connection to a 115/60/1 phase - 15 amp dedicated outlet. Cord and plug set included.



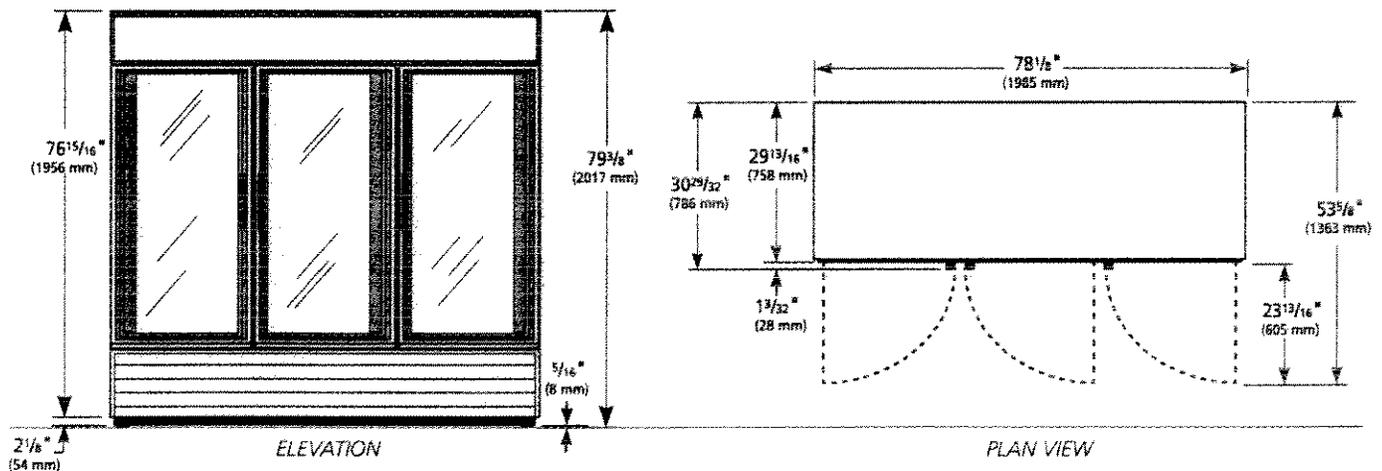
115/60/1  
NEMA-5-15R

**OPTIONAL FEATURES/ACCESSORIES**

Upcharge and lead times may apply.

- 230-240V / 50 Hz.
- Black exterior.
- Rosewood exterior.
- Stainless steel exterior.
- Black aluminum interior liner with black shelving.
- Stainless interior liner.
- 6" (153 mm) standard legs.
- 6" (153 mm) seismic/flanged legs.
- 4" (102 mm) diameter castors.
- 2<sup>1</sup>/<sub>2</sub>" (64 mm) diameter castors.
- Red wine thermostat.
- Chocolate thermostat.
- White wine thermostat.
- Novelty baskets.
- Wine racks.
- Additional shelves.
- TrueTrac4 gravity feed organizers.
- 1<sup>1</sup>/<sub>4</sub>" (32 mm) pricing strips.
- Remote cabinet and/or condensing unit. System comes standard with 404A expansion valve and requires R404A refrigerant.

**PLAN VIEW**



**WARRANTY**  
One year warranty on all parts and labor and an additional 4 year warranty on compressor. (U.S.A. only)

METRIC DIMENSIONS ROUNDED UP TO THE NEAREST WHOLE MILLIMETER  
SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE



Model	Elevation	Right	Plan	3D
GDM-72	TFAY01E	TFAY01S	TFAY01P	TFAY013

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**TRUE FOOD SERVICE  
EQUIPMENT, INC.**

St. Charles Industrial Center • P.O. Box 970 • O'Fallon, Missouri 63366  
(636)240-2400 • FAX (636)272-2408 • (800)325-6152 • www.truemfg.com  
Parts Dept. (800)424-TRUE • Parts Dept. FAX# (636)272-9471

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Item #: \_\_\_\_\_ Qty: \_\_\_\_\_

Model #: \_\_\_\_\_

A/A #

SIS #

Model:  
**GDM-72**

**Glass Door Merchandiser:**  
*Swing Door Refrigerator*



**GDM-72**

- ▶ The world's #1 manufacturer of glass door merchandisers.
  - ▶ Oversized, factory balanced, refrigeration system holds 33°F to 38°F (5°C to 3.3°C).
  - ▶ Exterior - non-peel or chip white laminated vinyl; durable and permanent.
  - ▶ Interior - attractive, NSF approved, white aluminum interior liner with 300 series stainless steel floor.
  - ▶ Self closing doors. Positive seal, torsion type closure system.
  - ▶ "Low-E", double pane thermal glass door assemblies with extruded aluminum frames. The latest in energy efficient technology.
  - ▶ Patented integrated door light (IDL) system for brighter, shadow free illumination.
  - ▶ Entire cabinet structure is foamed-in-place using high density, CFC free, polyurethane insulation.
- Bottom mounted units feature**
- ▶ "No stoop" lower shelf to maximize product visibility.
  - ▶ Storage on top of cabinet.
  - ▶ Easily accessible condenser coil for cleaning.

Shown with optional TrueTrac4 gravity feed organizers.

**ROUGH-IN DATA**

Specifications subject to change without notice.  
Chart dimensions rounded up to the nearest 1/8" (millimeters rounded up to next whole number).

Model	Doors	Capacity (Cu. Ft.) (liters)	Shelves	Cabinet Dimensions (inches) (mm)			HP	Voltage	Amps	NEMA Config.	Cord Length (total ft.) (total m)	Crated Weight (lbs.) (kg)
				L	D†	H						
GDM-72	3	72 2039	12	78 1/8	29 7/8	79 3/8	1/2	115/60/1	12.0	5-15P	9	680
				1985	759	2017	1/2	230-240/50/1	6.9	▲	2.74	309

† Depth does not include 1 7/8" (29 mm) for door handles.

▲ Plug type varies by country.

1/06 Printed in U.S.A.

**APPROVALS:** \_\_\_\_\_

**AVAILABLE AT:** \_\_\_\_\_

Model:  
**TSSU-48-12**

**Food Prep Table:**  
Solid Door Sandwich/Salad Unit



**STANDARD FEATURES**

**DESIGN:**

- True's commitment to using the highest quality materials and oversized refrigeration systems provides the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.

**REFRIGERATION SYSTEM**

- Factory engineered, self-contained, capillary tube system using environmentally friendly (CFC free) 134A refrigerant.
- Oversized, factory balanced refrigeration system with guided airflow to provide uniform temperature in food pans and cabinet interior.
- Patented, forced-air design holds 33°F to 41°F (5°C to 5°C) product temperature in food pans and cabinet interior. Complies with and listed under ANSI/NSF-7-1997-6.3.
- Sealed, cast iron, self-lubricating evaporator fan motor(s) and larger fan blades give True undercounter units a more efficient low velocity, high volume airflow design.
- Condensing unit access in back of cabinet, slides out for easy maintenance.

**CABINET CONSTRUCTION**

- Exterior - stainless steel front, top and cabinet ends. Matching aluminum finished back.
- Interior - attractive, NSF approved, white aluminum liner. 300 series stainless floor with coved corners.
- Insulation - entire cabinet structure and solid doors are foamed-in-place using high density, CFC free, polyurethane insulation.
- 5" (127 mm) diameter stem castors - locks provided on front set. 36" (915 mm) work surface height.

**DOORS**

- Stainless steel exterior with white aluminum liner to match cabinet interior.
- Each door fitted with 12" (305 mm) long recessed handle that is foamed-in-place with a sheet metal interlock to ensure permanent attachment.

- Positive seal self-closing doors with 90° stay open feature. Doors swing within cabinet dimensions.
- Magnetic door gaskets of one piece construction, removable without tools for ease of cleaning.

**SHELVING**

- Four (4) adjustable, heavy duty PVC coated wire shelves 21<sup>9</sup>/<sub>16</sub>" L x 16" D (548 mm x 407 mm). Four (4) chrome plated shelf clips included per shelf.
- Shelf support pilasters made of same material as cabinet interior; shelves are adjustable on 1/2" (13 mm) increments.

**MODEL FEATURES**

- Evaporator is epoxy coated to eliminate the potential of corrosion.
- 11<sup>3</sup>/<sub>4</sub>" (299 mm) deep, full length removable cutting board. Sanitary, high-density, NSF approved white polyethylene provides tough preparation surface.
- Stainless steel, patented, foam insulated lid and hood keep pans' temperatures colder, lock in freshness and minimize condensation. Removable for easy cleaning.
- NSF-7 compliant for open food product.

**PAN CAPACITY**

- Comes standard with 12 (1/6 size) 6<sup>7</sup>/<sub>8</sub>" L x 6<sup>1</sup>/<sub>4</sub>" W x 4" D (175 mm x 159 mm x 102 mm) clear polycarbonate, NSF approved, food pans in countertop prep area. Also accommodates 6" (153 mm) and 8" (204 mm) deep food pans.
- Countertop pan opening designed to fit varying size pan configurations with available pan divider bars. Varying size pans supplied by others.

**ELECTRICAL**

- Unit completely pre-wired at factory and ready for final connection to a 115/60/1 phase - 15 amp dedicated outlet. Cord and plug set included.



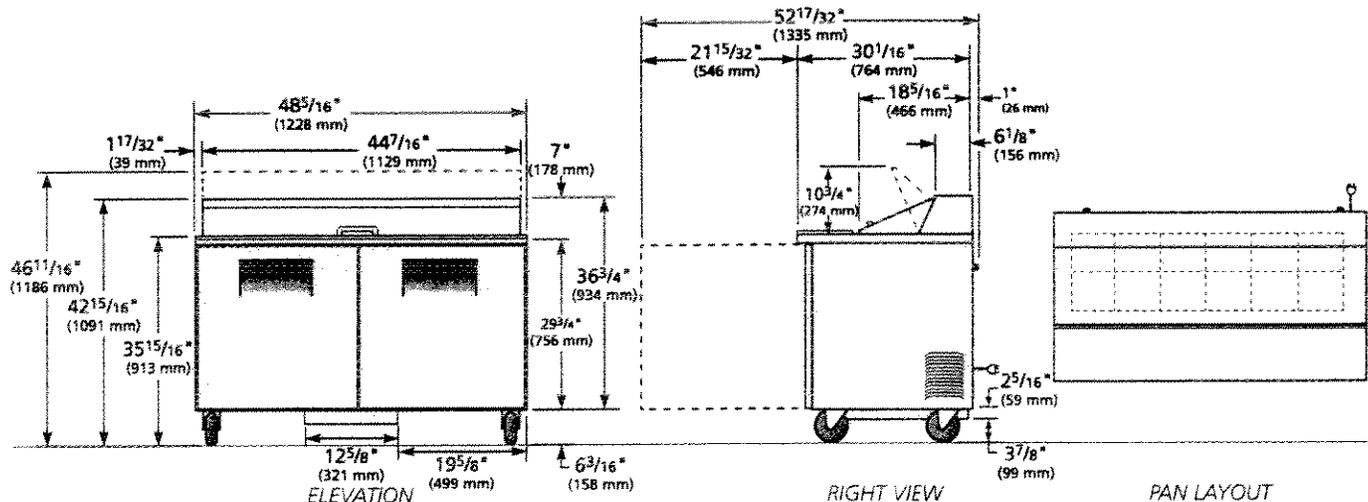
115/60/1  
NEMA-5-15R

**OPTIONAL FEATURES/ACCESSORIES**

Upcharge and lead times may apply.

- 230 - 240V / 50 Hz.
- 6" (153 mm) standard legs.
- 6" (153 mm) seismic/flanged legs.
- 2<sup>1</sup>/<sub>2</sub>" (64 mm) diameter castors.
- Additional shelves.
- Basic overshelf.
- Sandwich/salad service shelf.
- Single utility shelf.
- Double utility shelf.
- Sneeze-guard.
- 19" (483 mm) deep, 1/2" (13 mm) thick, white polyethylene cutting board. Requires "L" brackets.
- 19" (483 mm) deep, 3/4" (20 mm) thick, white polyethylene cutting board. Requires "L" brackets.
- 11<sup>3</sup>/<sub>4</sub>" (299 mm) deep, 1/2" (13 mm) thick, composite cutting board. Requires "L" brackets.
- 19" (483 mm) deep, 1/2" (13 mm) thick, composite cutting board. Requires "L" brackets.
- Crumb catcher. Requires crumb catcher cutting board for proper installation.
- Pan dividers.
- Exterior rectangular digital thermometer (factory installed).
- ADA compliant models with 34" (864 mm) work surface height.
- Remote cabinets (condensing unit supplied by others; system comes standard with 404A expansion valve and R404A refrigerant). Consult factory technical service department for BTU information.

**PLAN VIEW**



**WARRANTY**  
One year warranty on all parts & labor and an additional 4 year warranty on compressor. (U.S.A. only)

METRIC DIMENSIONS ROUNDED UP TO THE NEAREST WHOLE MILLIMETER  
SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE

	Model	Elevation	Right	Plan	3D
	TSSU-48-12	TFNY04E	TFNY02S	TFNY04P	TFNY043

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2001 East Terra Lane • P.O. Box 970 • O'Fallon, Missouri 63366  
 (636)240-2400 • FAX (636)272-2408 • (800)325-6152 • www.truemfg.com  
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Project Name: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Item #: \_\_\_\_\_ Qty: \_\_\_\_\_  
 Model #: \_\_\_\_\_

AIA #

SIS #

Model:  
**TSSU-48-12**

**Food Prep Table:**  
 Solid Door Sandwich/Salad Unit



**TSSU-48-12**

- ▶ True's salad/sandwich units are designed with enduring quality that protects your long term investment.
- ▶ Oversized, environmentally friendly (134A), patented forced-air refrigeration system holds 33°F to 41°F (5°C to 5°C).
- ▶ Complies with and listed under ANSI/NSF-7-1997-6.3.
- ▶ All stainless steel front, top and cabinet ends. Matching aluminum finished back.
- ▶ Stainless steel, patented, foam insulated lid and hood keep pans' temperatures colder, lock in freshness and minimize condensation. Removable for easy cleaning.
- ▶ 11<sup>3</sup>/<sub>4</sub>" (299 mm) deep, full length removable cutting board included. Sanitary, high-density, NSF approved white polyethylene provides tough preparation surface.
- ▶ Foamed-in-place, high density polyurethane insulation (CFC free).
- ▶ Heavy duty PVC coated wire shelves.

07 AUG 21 09:11 PM '05

**ROUGH-IN DATA**

Specifications subject to change without notice.  
 Chart dimensions rounded up to the nearest 1/8" (millimeters rounded up to next whole number).

Model	Doors	Capacity (Cu. Ft.) (liters)	Shelves	Pans (top)	Cabinet Dimensions (inches) (mm)			HP	Voltage	Amps	NEMA Config.	Cord Length (total ft.) (total m)	Crated Weight (lbs.) (kg)
					L	D†	H*						
TSSU-48-12	2	12.0 340	4	12	48 <sup>3</sup> / <sub>8</sub>	30 <sup>1</sup> / <sub>8</sub>	36 <sup>3</sup> / <sub>4</sub>	1/3	115/60/1	8.6	5-15P	7	285
					1229	766	934	1/3	230-240/50/1	4.2	▲	2.13	130

† Depth does not include 1" (26 mm) for rear bumpers.

\* Height does not include 6<sup>1</sup>/<sub>4</sub>" (159 mm) for castors or 6" (153 mm) for optional legs.

▲ Plug type varies by country.

6/06 Printed in U.S.A.

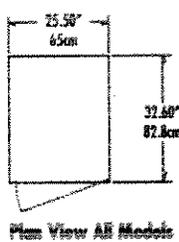
APPROVALS:

AVAILABLE AT:

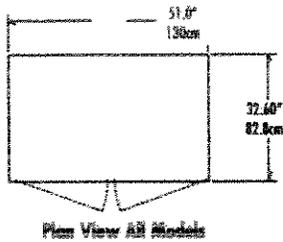


# 6100XL Solid Door Reach-In Freezers

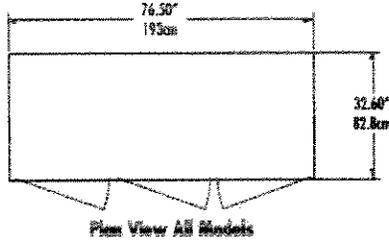
Model # \_\_\_\_\_  
CSI Section 11400



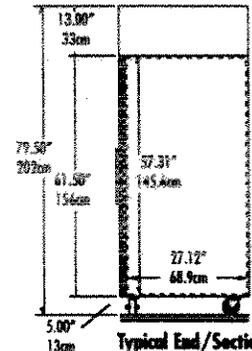
Plan View All Models



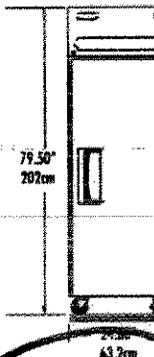
Plan View All Models



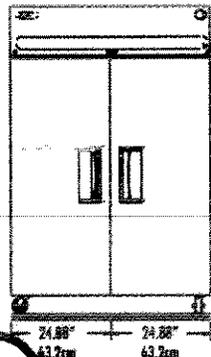
Plan View All Models



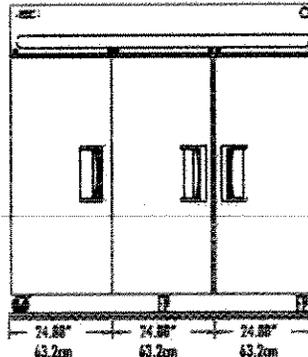
Typical End/Section view All Models



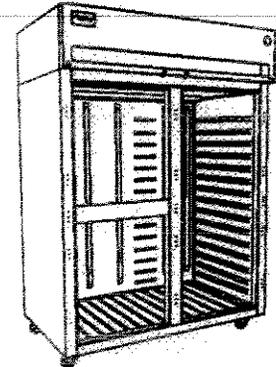
Elevation View 6125XL-S and 6125XL-SR



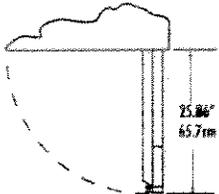
Elevation View 6151XL-S and 6151XL-SR



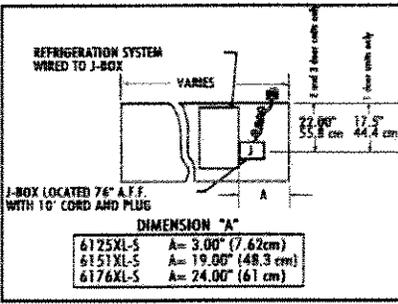
Elevation View 6176XL-S and 6176XL-SR



Perspective View All Models



Door Clearance Detail All Models



Mechanical Detail

## MECHANICAL DATA

MODEL #	VOLTAGE	AMPS	STORAGE CAPACITY FT <sup>3</sup>	SHELF CAPACITY FT <sup>2</sup>	H.P.	BTU**	SHIP WEIGHT	MEMA PLUG
6125XL-S	115	9.0	20.0	15.1	1/2	1516	274 LBS	5-15P
6125XL-SH	115	9.0	20.0	15.1	1/2	1516	274 LBS	5-15P
6151XL-S	115	10.5	43.5	33.2	3/4	3321	454 LBS	5-20P
6151XL-SH	115	10.5	43.5	33.2	3/4	3321	454 LBS	5-20P
6176XL-S	115	16	66.5	48.3	3/4	3501	622 LBS	5-20P
6176XL-SH	115	16	66.5	48.3	3/4	3501	622 LBS	5-20P

Remote units supplied with: Evaporator coil, solenoid valve, expansion valve, and temperature control. Condensing units to be sized and supplied by others.

REMOTE MODEL #	VOLTAGE	AMPS	STORAGE CAPACITY FT <sup>3</sup>	SHELF CAPACITY FT <sup>2</sup>	H.P.*	BTU	SHIP WEIGHT	MEMA PLUG
6125XL-SR	115	7	20.0	15.1	1/2	—	274 LBS	—
6125XL-SHR	115	7	20.0	15.1	1/2	—	274 LBS	—
6151XL-SR	115	9	43.5	33.2	3/4	—	454 LBS	—
6151XL-SHR	115	9	43.5	33.2	3/4	—	454 LBS	—
6176XL-SR	115	11	66.5	48.3	3/4	—	622 LBS	—
6176XL-SHR	115	11	66.5	48.3	3/4	—	622 LBS	—

\*Recommended; will vary with refrigerant used, contact factory.

\*\* At 100% condensing temperature.



980 S. Isabella Road  
Mt. Pleasant, MI 48858  
www.delfield.com

Phone: 800-733-8948  
Fax: 800-669-0619  
Email: info@delfield.com

Printed in the USA  
03/07  
DS6100XLS



# Delfield

## 6100XL Solid Door Reach-In Freezers

Project \_\_\_\_\_

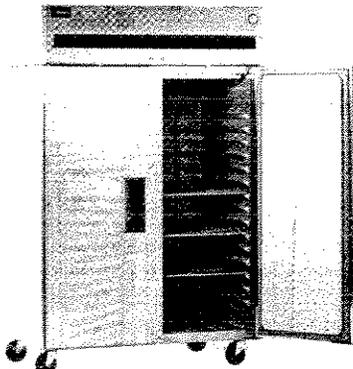
Item \_\_\_\_\_

Quantity \_\_\_\_\_

CSI Section 11400

**MODELS:**

- |                                     |                                    |                                     |                                  |                                     |                                    |
|-------------------------------------|------------------------------------|-------------------------------------|----------------------------------|-------------------------------------|------------------------------------|
| <input type="checkbox"/> 6125XL-S   | Single section<br>Full height door | <input type="checkbox"/> 6151XL-S   | Two section<br>Full height doors | <input type="checkbox"/> 6176XL-S   | Three section<br>Full height doors |
| <input type="checkbox"/> 6125XL-SR  | Remote                             | <input type="checkbox"/> 6151XL-SR  | Remote                           | <input type="checkbox"/> 6176XL-SR  | Remote                             |
| <input type="checkbox"/> 6125XL-SH  | Single section<br>Half height door | <input type="checkbox"/> 6151XL-SH  | Two section<br>Half height doors | <input type="checkbox"/> 6176XL-SH  | Three section<br>Half height doors |
| <input type="checkbox"/> 6125XL-SHR | Remote                             | <input type="checkbox"/> 6151XL-SHR | Remote                           | <input type="checkbox"/> 6176XL-SHR | Remote                             |



6151XL-S

**STANDARD FEATURES**

- Stainless steel doors and front shroud
- Aluminum sides
- Seamless, Delrite® ABS interior liner
- Top mounted refrigeration system
- High performance Delflow refrigeration, designed to maintain -5°F to 0°F
- Ships with casters mounted from factory
- Easy to adjust epoxy shelves (three per section)
- Easy to read dial thermometer
- 10' cord and plug attached
- Concealed door hinges
- Full height doors, field rehingable
- Environmentally friendly R404a refrigerant
- One year parts and labor, 5 year compressor warranty, limited lifetime liner warranty
- Accepts 18" x 26" sheet pans
- Self closing doors with stay open feature at 120°
- Ergonomically correct, easy grip door handles

**OPTIONS AND ACCESSORIES**

- Extra shelves
- Non standard hinging
- Legs in lieu of casters
- Digital thermometer with high/low temperature alarms

**SPECIFICATIONS**

**Exterior:** Top and bottom are constructed of 24-gauge galvanized steel. Exterior sides are .032 aluminum. Front housing is 22-gauge stainless steel.

**Doors:** Unit is provided with hinged solid front door(s). Door exterior is constructed of 22-gauge stainless steel. Interior door liner is anodized aluminum. Doors are provided with locks, magnetic gaskets, spring loaded, self-closing, concealed hinges; and quick grip recessed door handle(s).

**Interior:** Liner is constructed of seamless, one piece ABS material with 15 molded shelf supports spaced 3.00" (7.6cm) apart. Three epoxy coated wire shelves, rated at 250 lb. load capacity each, are provided per section. Shelf supports are also capable of holding two 12" x 20" pans (by others) or one 18" x 26" pan (by others) per level. Liner comes with a limited lifetime warranty.

Units are completely insulated with a minimum of 2.00" (5.08cm) high density foamed in place polyurethane.

Interior is lighted by one 40-watt incandescent light (by others) on one and two door models, and two 40-watt incandescent lights (by others) on three door models. Lights are located outside of the food zone. Door activated switches control the lights.

**Refrigeration system:** All components are mounted to the exterior cabinet ceiling, outside the food zone and are assembled as one piece and can be removed as one piece. Environmentally friendly R404a refrigerant is used. System has the capability of maintaining between -5°F and 0°F in heavy use food service operations. Refrigerant is metered using a highly responsive thermostatic expansion valve. Evaporator defrost is automatic using a time initiated, time/temperature terminated system with electric heaters. Evaporator

condensate is eliminated using an energy efficient hot gas system.

**Others:** Unit is supplied standard with a 10' cord and plug, attached. 4" diameter casters with an overall height of 5" are mounted on the unit from the factory on self-contained models.

Remote units are standard on legs. Legs are constructed of painted metal and are 6" high with 1" adjustability to compensate for installation location factors.



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www.delfield.com

Phone: 800-733-8948  
Fax: 800-669-0619  
Email: info@delfield.com

Approval \_\_\_\_\_

Date \_\_\_\_\_

**6100XL SOLID DOOR REACH-IN FREEZERS**

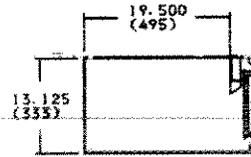
# VULCAN

## 36L SERIES GAS RESTAURANT RANGE

### IMPORTANT

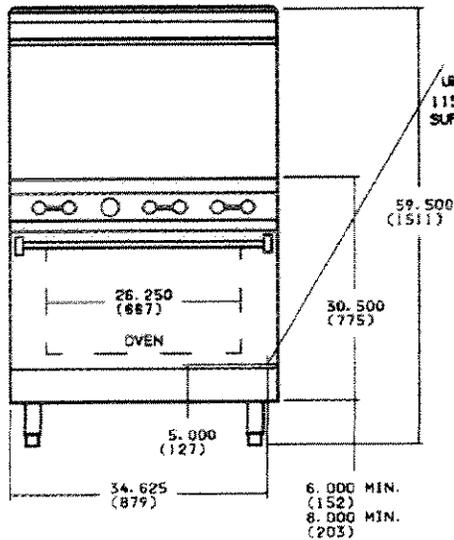
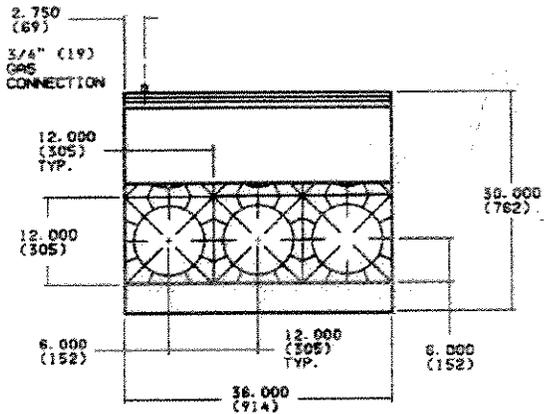
1. A pressure regulator sized for this unit is included. Natural gas 3.7" W.C., propane gas 10" W.C. manifold pressure.
2. This range is supplied with a 3/4" gas connection. For maximum performance or where supply pipe lengths are greater than 2 ft. long, we recommend a 1" supply line. If a flexible connection is used, the connection must be rated for the total gas input requirements of the range.
3. Hot tops and griddle plates cannot be positioned directly over convection oven controls. 36" ranges with convection ovens must have open burners in the "A" position.
4. An adequate ventilation system is required for commercial cooking equipment. Information may be obtained by writing to the National Fire Protection Association, Batterymarch Park, Quincy, MA 02289. When writing, refer to NFPA No. 96.
5. These units are manufactured for installation in accordance with ANSZ223.1A (latest edition), National Fuel Gas Code. Copies may be obtained from the American Gas Association, 1515 Wilson Blvd., Arlington, VA 22209.
6. Clearances:
 

	Combustible	Non-combustible
Rear	6"	6"
Sides	10"	0"
7. This appliance is manufactured for commercial installation only and is not intended for home use.

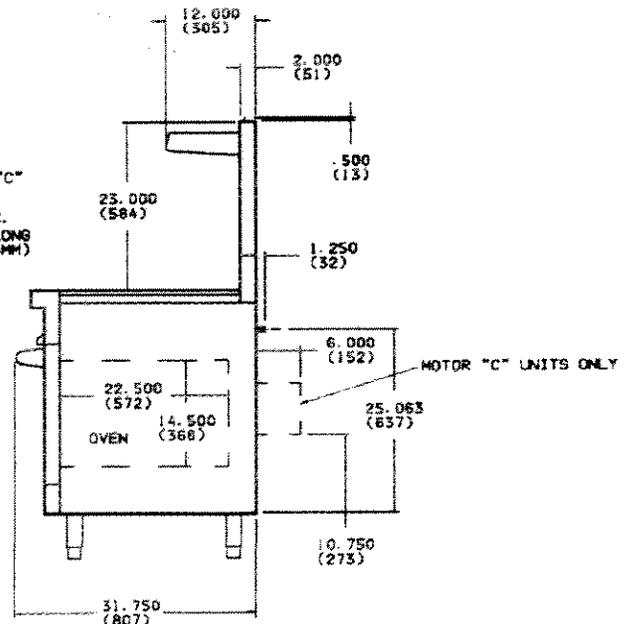


SNORKEL OVEN CAVITY DIMENSIONS

USABLE WIDTH (NOT SHOWN) 26.250 (667)  
 USABLE DEPTH 19.500 (495)  
 USABLE HEIGHT 13.125 (333)



ELEC. CONN. "C"  
 UNITS ONLY  
 115V., 60C. ELEC.  
 SUPPLY CORD 7' LONG  
 (2134MM)



MOTOR "C" UNITS ONLY

**NOTE:** In line with its policy to continually improve its products, Vulcan-Hart Company reserves the right to change materials and specifications without notice.

VULCAN-HART COMPANY, P.O. BOX 696, LOUISVILLE, KY 40201, TEL. 1-800-814-2028

# VULCAN

Item # \_\_\_\_\_

C.S.I. Section 11420

## 36L SERIES GAS RESTAURANT RANGE



Shown with optional casters



### SPECIFICATIONS:

36" wide gas restaurant range, Vulcan-Hart Model No. 36L. Stainless steel front, sides, back riser, high shelf and 6" adjustable legs. Red control panel with oversized easy grip knobs. Six 26,000 BTU/hr. cast top burners with lift-off burner heads. Individual pilot for each burner. 12" x 12" cast top grates with aeration bowls. Top grates and burner heads finished with matte black porcelain. Full width pull-out crumb tray under burners. 35,000 BTU/hr. standard oven measures 26 $\frac{1}{4}$ "w x 22"d x 14 $\frac{1}{2}$ "h. Thermostat adjusts from 150° to 500°F. One oven rack and two rack positions.  $\frac{3}{4}$ " rear gas connection and gas pressure regulator. Total input 191,000 BTU/hr.

Exterior dimensions: 36"w x 32"d x 59 $\frac{1}{2}$ "h on 6" adjustable legs. 36 $\frac{1}{2}$ " working height.

CSA design certified. NSF listed.

**SPECIFY TYPE OF GAS WHEN ORDERING.**

**SPECIFY ALTITUDE WHEN ABOVE 2,000 FT.**

### STANDARD FEATURES

- Stainless steel front, sides, back riser, high shelf and 6" adjustable legs.
- Red control panel with oversized easy grip knobs.
- Six 26,000 BTU/hr. cast top burners with lift-off burner heads. Individual pilot for each burner.
- 12" x 12" cast top grates with aeration bowls.
- Top grates and burner heads finished with matte black porcelain.
- Full width pull-out crumb tray under burners.
- 35,000 BTU/hr. standard oven measures 26 $\frac{1}{4}$ "w x 22"d x 14 $\frac{1}{2}$ "h. Thermostat adjusts from 150° to 500°F. One oven rack and two rack positions.
- $\frac{3}{4}$ " rear gas connection and gas pressure regulator.
- One year limited parts and labor warranty.

### OPTIONS

- 30,000 BTU/hr. Snorkel convection oven in place of standard oven. Interior measures 26 $\frac{1}{4}$ "w x 19 $\frac{1}{2}$ "d x 13 $\frac{1}{4}$ "h. Three oven racks and five rack positions. Thermostat adjusts from 175° to 500°F.  $\frac{1}{4}$  H.P., 120/60/1 blower motor with 7 ft. cord and plug.
- Elevated broiler.
- Set of four casters, two locking. (Not available with elevated broiler.)
- 11" high stainless steel flue riser in place of standard back riser and high shelf.
- Second year extended limited parts and labor warranty.

### TOP OPTIONS

- Griddle Tops**
  - Choice of 12", 24" or 36" wide griddle with manual infinite controls every 12". Substitute for 12" open top section(s).
  - Thermostatic controls available.
  - Griddle burners, 15,000 BTU/hr.
  - 3 $\frac{1}{2}$ " high splashers on both sides and back.

### ACCESSORIES

- Extra oven rack(s).
- $\frac{3}{4}$ " x 4 ft. flexible gas hose with quick disconnect and restraining device.

VULCAN-HART COMPANY, P.O. BOX 696, LOUISVILLE, KY 40201, TEL. 1-800-814-2028

502-778-2791 QUOTE & ORDER FAX: 1-800-444-0602

**VULCAN**UL  
LISTED  
VULCAN-HART CO.07  
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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

## 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. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for all food sales.**
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) Guest Checks
    - 4) Coupons/Specials
    - 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

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12. Payroll Records

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

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

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

**A.R.S. §4-210(A)7**

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

**A.R.S. §4-205.02(G)**

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (print licensee name):

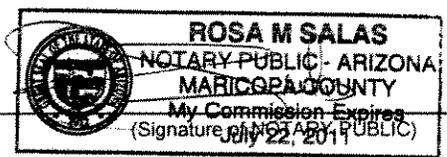
Moody                      Susan                      Francine  
 \_\_\_\_\_  
 Last                              First                              Middle

have read and fully understand all aspects of this statement.

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

X SMoody                      6<sup>th</sup> day of August, 2007  
 \_\_\_\_\_  
 (Signature of Licensee)                      Day                      Month                      Year

My commission Expires on: July 22 2011  
 \_\_\_\_\_  
 Day      Month      Year



07 AUG 21 11pm, Dec 11 8:57

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS**

## APPETIZERS

- Carpaccio with Truffle Tomato Coulis
- Shrimp Cocktail with a Horseradish Gazpacho
- Oyster Shooters with Crème Fraiche
- Gravlox served on Crostini with Cappers, Diced Red Onion, Tomato Concasse Crème Fresh and Sevruga Caviar
- Tapenade served with Crostini



## ASSORTED CHEESE PLATTER AND FRESH FRUITS

### SOUPS & GAZPACHOS

- Spanish Seafood Gazpacho
- Cold Honeydew Melon Soup with Raspberry Sauce and Crème Fraiche
- Tuscan Style Bean Soup
- Daily Soup Specials

### SALADS

- Crab and Avocado with Mango Pico de Gallo, Roasted Red Pepper and Tomato Coulis and Cilantro Aioli
- Goat Cheese Salad with Fresh Baby Spinach, Argugula and Bartlet Pear Slices, Roasted Figs, Candied Pecan Halves with Apple Balsamic Reduction
- Frisee Salad with Apple Smoked Duck Breast, Mango Manchego Cheese, Diced Roasted Red Peppers and Concasse Tomato with Apple & Pecan Vinaigrette

### SANDWICHES

- Open-Face Lobster on Crostini with Cilantro Aioli and Chyote Slaw
- Prosciutto de Parma and Pastrami Pannini with Gruyere Cheese, Served with Coriander Aioli and Dijon Mustard
- Vegetable Pannini with Eggplant, Tomato, Roasted Red Pepper and Coriander Aioli
- Shrimp Salad on Rye with Chyote Slaw

### SMALL ENTREES

- Tuna, Grilled Rare to Medium-Rare, served with Thai Vegetables, Hawaiian Rice and Prickly Pear-Butter Sauce
- Petite Filet served Rare to Medium-Rare, served with Buttered Fingerling Potatoes and Sautéed Spinach
- Roll of Salmon with Spinach and Brie Cheese, served with Capri Vegetables and Port Mango Sauce

### DESSERT

- Lemon and Raspberry Sorbet
- Non-Traditional Tiramisu with Raspberry Sauce
- Crepes filled with Fruit Compote, served with Crème Fraiche
- Chocolate Soufflé with Molten Raspberry Chocolate

07 AUG 21 11:47:11 AM B 57

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

*FP  
turnover  
on pending  
app 8/107*

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.

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)

Liquor License #

12077271

(If the location is currently licensed)

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

2. Name: Moody Susan Francine Date of Birth \_\_\_\_\_  
 Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: \_\_\_\_\_ Drivers License #: D04188746 State: Arizona  
 (This Will Not Become a Part of Public Records)

4. Place of Birth: Encino CA USA Height: 5'6" Weight: 150 Eyes: Brown Hair: Brown  
 City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Residence (Home) Phone \_\_\_\_\_

6. Name of Current or Most Recent Spouse: Moody James Noel  
 (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? Arizona If Arizona, date of residency: 4/26/05

8. Telephone number to contact you during business hours for any questions regarding this document. (623) 594 - 9487

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: Tastings Wine Bar & Bistro Premises Phone: (623) 594 - 9487

11. Licensed Premises Address: 1809 N Dysart Rd. #106 Avondale Maricopa 85392  
 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)
04/07	CURRENT	Realtor	Realty Executives, 14122 W. McDowell Rd #100, Goodyear, AZ 85338
04/03	04/07	Business Coach	W.I.S.E. Enterprises, 8139 Sunset Ave #257, Fair Oaks, CA 95628
12/99	04/03	President and CEO	Regency Plaza Executive Offices, 8381 Auburn Blvd, Citrus Heights, CA 95610

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
04/07	CURRENT	Own				
04/98	04/07	Own	5021 Shamrock Drive	Fair Oaks	CA	95628

**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? 8 Hrs, **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.**

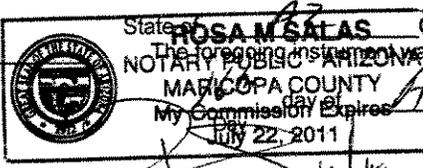
If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

**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, Susan Franuna Moody, 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 S Moody  
 (Signature of Applicant)

State of ARIZONA County of Maricopa  
 The foregoing instrument was acknowledged before me this 22 day of July, 2011  
 My Commission Expires August Month 2007 Year  
  
 (Signature of NOTARY PUBLIC)

My commission expires on: 22 Day July Month 2011 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 \_\_\_\_\_, \_\_\_\_\_  
 (Signature of LICENSEE/AGENT) Day Month Year

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

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

Susan F. moody  
Individual Name (Print)

SF Moody  
Individual Signature

9-16-2006  
Date Training Completed

#### TYPE OF TRAINING COMPLETED TRAINER MUST CHECK YES OR NO FOR EACH TYPE

LANGUAGE OF INSTRUCTION :

ENGLISH  SPANISH

YES  NO BASIC

YES  NO MANAGEMENT

YES  NO BOTH

YES  NO ON SALE

YES  NO OFF SALE

YES  NO OTHER

#### IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

#### ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Discovery Detective Academy  
Company or Individual Name

6501 E Greenway Pkwy 103-500  
Address

Scottsdale  
City

AZ  
State

85254  
Zip

480-946-7173  
Phone

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

Marc Allan  
Trainer Name (Print)

[Signature]  
Trainer Signature

9-16-06  
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, 1987. 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.

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

FP  
document  
on pending  
app  
8/10/07

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 #

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)

1055603

12077271

(If the location is currently licensed)

1. Check appropriate box →

<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Partner	<input checked="" type="checkbox"/> Stockholder	<input checked="" type="checkbox"/> Member	<input type="checkbox"/> Officer	<input type="checkbox"/> Agent	<input type="checkbox"/> Manager(Only)
<input type="checkbox"/> Other						
(Complete Questions 1-20 & 24)						(Complete All Questions except # 14, 14a & 25)
Licensee or Agent must complete # 25 for a Manager						Licensee or Agent must complete # 25

2. Name: Moody James Noel Date of Birth: \_\_\_\_\_  
Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number \_\_\_\_\_ Drivers License #: D04188764 State: Arizona  
(This Will Not Become a Part of Public Records)

4. Place of Birth: Missoula MT USA Height: 5'11" Weight: 220 Eyes: Green Hair: Gray  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Residence (Home) Phone \_\_\_\_\_

6. Name of Current or Most Recent Spouse: Moody Susan Francine Giffoni  
(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? Arizona If Arizona, date of residency: 4/26/05

8. Telephone number to contact you during business hours for any questions regarding this document. (623 ) 734 - 0510

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: Tastings Wine Bar & Bistro Premises Phone: (623 ) 594 - 9487

11. Licensed Premises Address: 1809 N Dysart Rd. #106 Avondale Maricopa 85392  
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)
04/07	CURRENT	Loan Officer	Wells Fargo 2202 Rose Garden Lane, Phoenix, AZ 85027
06/03	04/07	Sr Loan Officer	Tri-City Mortgage 8416 Edgefield Way, Stockton, CA 95209
02/79	06/03	Branch Manager	Wells Fargo/Fidelity Financial/Norwest 11501 Olsen Dr #6, Rancho Cordova, CA 95670

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
04/07	CURRENT	Own				
12/83	04/07	Own	5021 Shamrock Drive	Fair Oaks	CA	95628

**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 licensed premises? If you answered YES, how many hrs/day? 4Hrs, **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, James Noel Moody, 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] (Signature of Applicant) State of AZ County of Maricopa  
 The foregoing instrument was acknowledged before me this 16 day of August, 2007  
ROSAM SALAS (Signature of Notary Public)  
 My Commission Expires July 22, 2010  
 (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 \_\_\_\_\_, \_\_\_\_\_  
 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



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

Jim Moody

Individual Name (Print)

Individual Signature

9-23-06

Date Training Completed

#### TYPE OF TRAINING COMPLETED TRAINER MUST CHECK YES OR NO FOR EACH TYPE

<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO BASIC <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO MANAGEMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO BOTH	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO ON SALE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO OFF SALE <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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

2723 N. Campbell Ave.

Address

Tucson

City

Arizona

State

85719

Zip

520-834-3350

Phone

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

Sheila Millette

Trainer Name (Print)

Sheila Millette

Trainer Signature

9-23-06

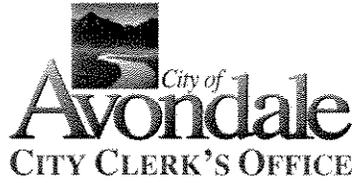
Date

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.

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**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:** SUSAN MOODY

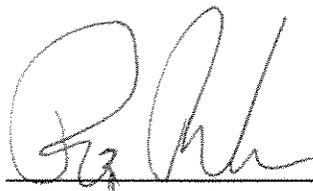
**BUSINESS NAME:** TASTING S BISTRO

**ADDRESS:** 1809 NORTH DYSART ROAD #106

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

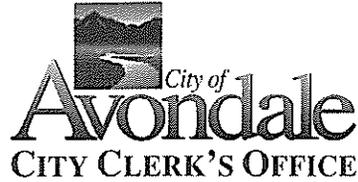
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
FIRE MARSHAL  
\_\_\_\_\_  
TITLE

9/20/07  
\_\_\_\_\_  
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2007  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 24, 2007



**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:** SUSAN MOODY

**BUSINESS NAME:** TASTING S BISTRO

**ADDRESS:** 1809 NORTH DYSART ROAD #106

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

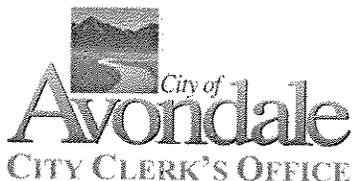
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2007**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 24, 2007**



**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:** SUSAN MOODY

**BUSINESS NAME:** TASTING S BISTRO

**ADDRESS:** 1809 NORTH DYSART ROAD #106

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
 \_\_\_\_\_  
 SIGNATURE

  
 \_\_\_\_\_  
 TITLE

9/24/07  
 \_\_\_\_\_  
 DATE

Development Services  
 Director

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 1, 2007**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 24, 2007**



## DEVELOPMENT SERVICES

### MEMORANDUM

---

**DATE:** September 24, 2007

**TO:** Linda Farris, City Clerk

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

**SUBJECT:** Series 12 Liquor License for Tasting's Wine Bar and Bistro  
Northeast corner of McDowell Road and Dysart Road

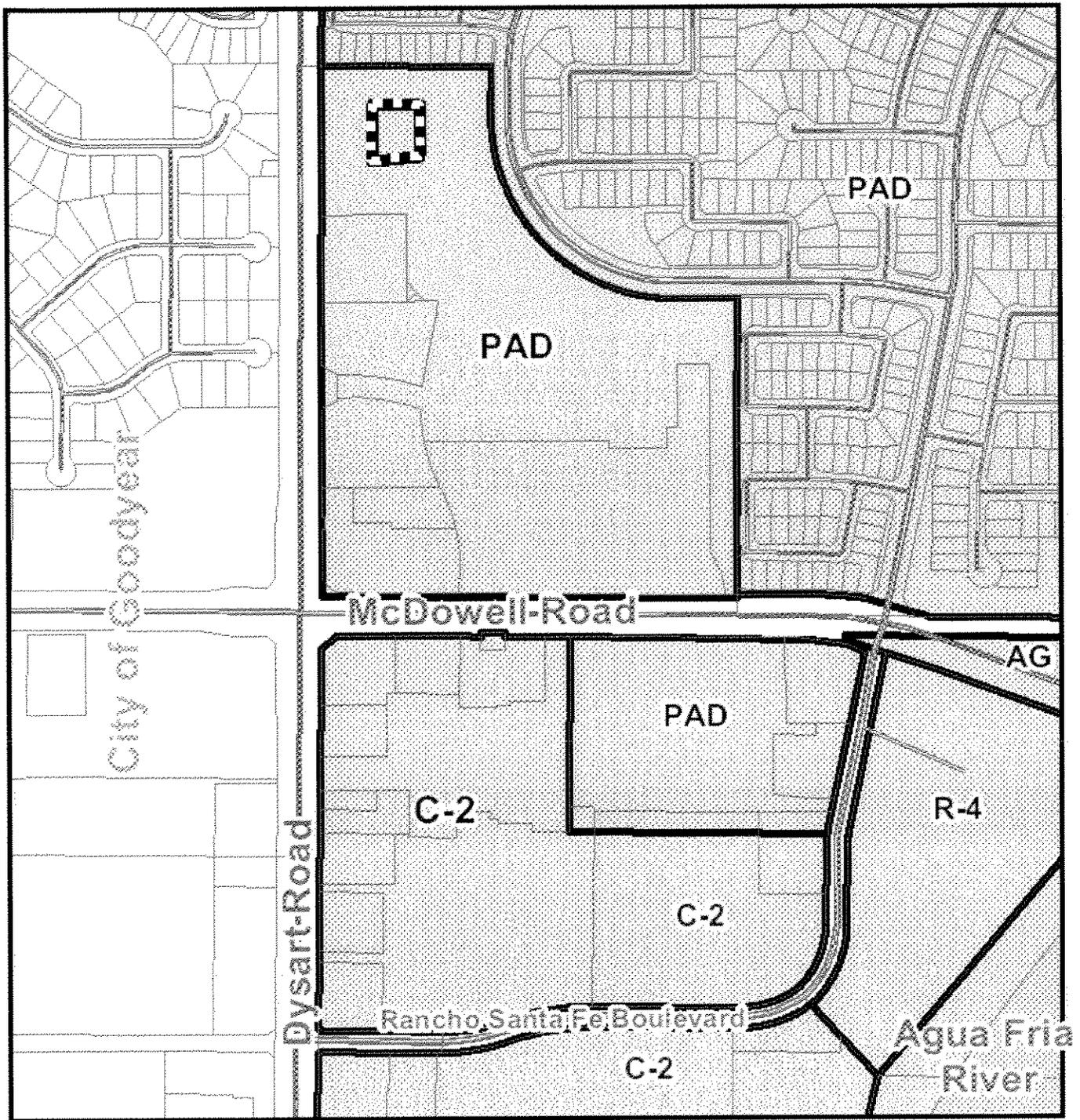
The proposed location is at the northeast corner of Dysart Road and McDowell Road in the "Shops C" building of the Alameda Crossing shopping center. The structure is complete.

The General Plan designates the property as Freeway Commercial and the site is zoned PAD (Planned Area Development), part of the Palm Valley PAD approved by the City Council in September 1994. Staff has determined that the proposed use is not a bar as defined by the Avondale Zoning Ordinance, but rather a restaurant. Restaurants are permitted in this portion of the Palm Valley PAD.

Series 12 liquor licenses are exempt from all separation requirements from churches, schools, or fenced school recreational areas.

There are no zoning or separation issues with this application.

Attachment: Zoning Vicinity Map  
2007 Aerial Photograph



### Zoning Vicinity Map



Subject Property



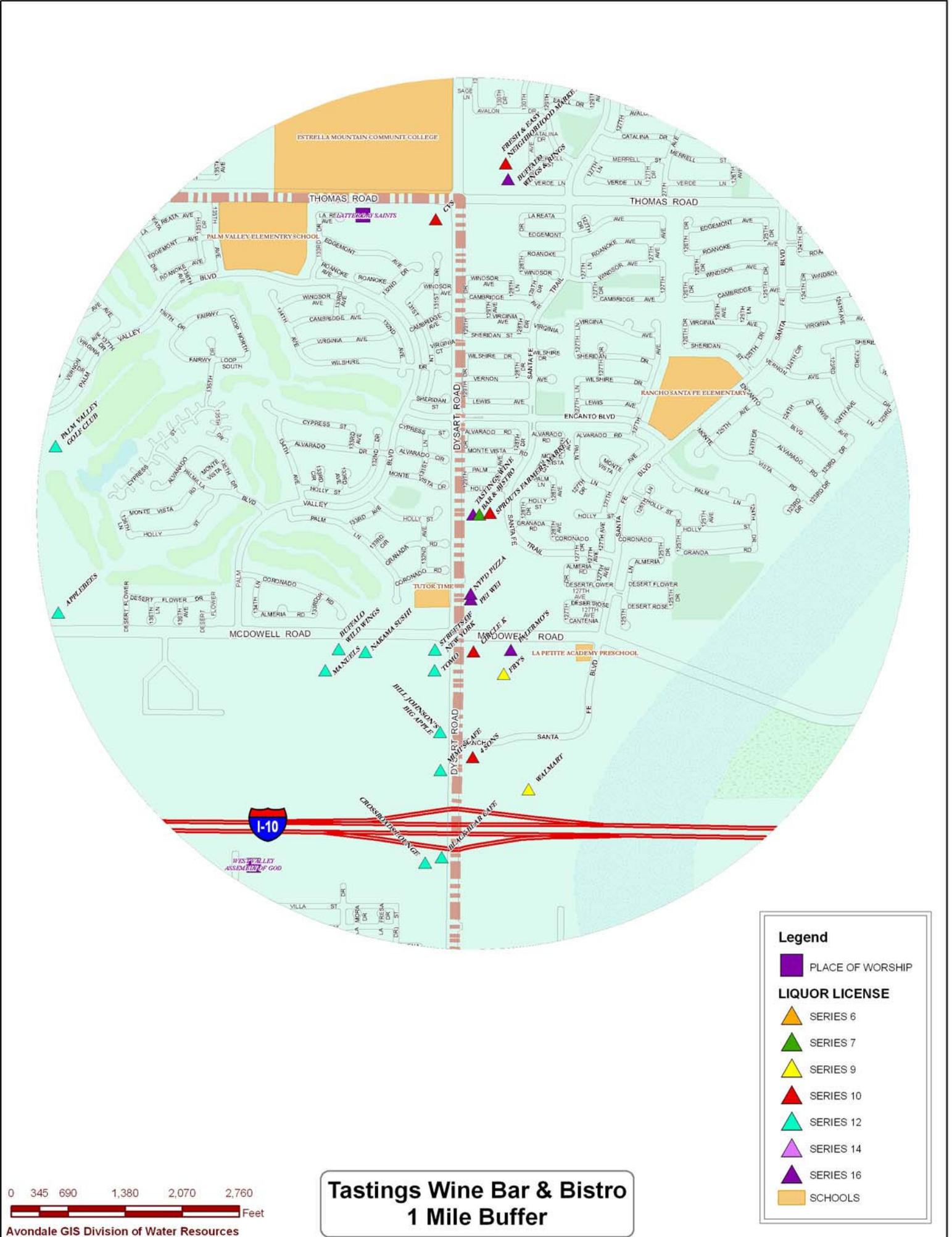


## 2007 Aerial Photograph



Proposed  
Tasting's Wine  
Bar and Bistro





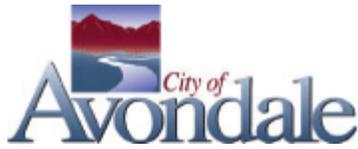
**Tastings Wine Bar & Bistro  
1 Mile Buffer**

**Legend**

- PLACE OF WORSHIP
- LIQUOR LICENSE**
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS

0 345 690 1,380 2,070 2,760 Feet  
 Avondale GIS Division of Water Resources





# CITY COUNCIL REPORT

**SUBJECT:**  
Gerald Hardt Grant

**MEETING DATE:**  
October 1, 2007

**TO:** Mayor and Council  
**FROM:** Christina Lyons, Acting Grants Administrator (623)333-1025  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the Gerald Hardt Memorial Grant contract between the City of Avondale and the Arizona Criminal Justice Commission.

**BACKGROUND:**

The Avondale Police Department has been awarded the Gerald Hardt Memorial Grant for \$83,956 from the Arizona Criminal Justice Commission.

**DISCUSSION:**

The purpose of the grant is to improve public safety by improving the quality and reliability of information available to police officers. This grant will allow Police Records staff to scan information into the Spillman database. Because the database is connected to seven other police agencies in the Valley, officers will have information available at their fingertips. The grant will fund a temporary position to enter data from Impact (an old system that contains two years of history).

**BUDGETARY IMPACT:**

The total grant award is \$83,956. A 25% local match is required which is budgeted in the Police department budget for the current fiscal year.

**RECOMENDATION:**

Staff recommends that the City Council approve the contract between the City of Avondale and the Arizona Criminal Justice Commission.

**ATTACHMENTS:**

Click to download

 [RES - 2680-1007](#)

**RESOLUTION NO. 2680-1007**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE ACCEPTANCE OF A GERALD HARDT MEMORIAL CRIMINAL JUSTICE RECORDS IMPROVEMENT PROGRAM GRANT FROM THE ARIZONA CRIMINAL JUSTICE COMMISSION.

**WHEREAS**, the Arizona Criminal Justice Commission has awarded the City of Avondale (the “City”) a Gerald Hardt Memorial Criminal Justice Records Improvement Program Grant (the “Grant”) in the amount of \$83,956 for personnel and equipment to update the City’s Spillman database; and

**WHEREAS**, the Grant award requires a local match by the City of \$20,989; and

**WHEREAS**, the Council of the City of Avondale desires to accept the Grant funds.

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

SECTION 1. That the Arizona Criminal Justice Commission Gerald Hardt Memorial Criminal Justice Records Improvement Program Grant Agreement relating to acceptance and administration of Grant funds (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the local cash match of \$20,989 required by the Agreement is hereby approved.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, October 1, 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. 2680-1007

[The Agreement]

See following pages.



ARIZONA CRIMINAL JUSTICE COMMISSION  
GERALD HARDT MEMORIAL CRIMINAL JUSTICE  
RECORDS IMPROVEMENT PROGRAM  
GRANT AGREEMENT

ACJC Grant Number CRI07-08-106  
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

---

This Grant Agreement is made this 1<sup>ST</sup> day of October, 2007, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and CITY OF AVONDALE, through AVONDALE POLICE DEPARTMENT hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on October 1, 2007 and terminate on September 30, 2008. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. The GRANTEE agrees that grant funds will be used to provide services intended to improve criminal justice and criminal history records.
3. The COMMISSION will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the COMMISSION will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the COMMISSION finds non-compliance, the GRANTEE will receive a written notice which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding or permanently terminate this Agreement or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W. Washington Street, Suite 230  
Phoenix, Arizona 85007  
Attn: Program Manager

B. If to the GRANTEE:

AVONDALE POLICE DEPARTMENT  
 11465 West Civic Center Drive  
 Avondale, AZ 85323  
 Attn: City Manager Charles McClendon

5. For grant awards above \$100,000, the GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. If the GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or purchase equipment, written approval from the COMMISSION in advance is required. For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If the GRANTEE wishes to purchase equipment, written approval from the COMMISSION in advance is required.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
Salaries & Fringe Benefits	\$32,400
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Operating Expenses	Not Approved
Confidential Funds	Not Approved
Equipment (listed below)	\$51,556
<b>TOTAL</b>	<b>\$83,956</b>
Equipment: Server Upgrade, Scanners, Software, And Workstation	
Personnel Positions Funded: 1-FTE Clerk	

6. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$62,967 in Federal funds awarded to the COMMISSION by the U.S. Department of Justice, Office of Justice Programs, and \$20,989 in local cash matching funds representing twenty-five percent (25%) of the total award will be supplied by the GRANTEE from General Fund. The GRANTEE understands that other federal funds cannot be used as a match for this grant.
7. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.
10. The GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy.

11. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first-hand knowledge of the work performed by the grant funded employees.
12. The GRANTEE agrees that it will submit financial and activity reports to the COMMISSION on forms/format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

<b>Report Period:</b>	<b>Due Date:</b>
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15

More frequent reports may be required for GRANTEES who are considered high risk.

13. All goods and services must be received or have reasonable expectations thereof and placed in service by the GRANTEE by the expiration of this award.
14. All goods and services must be paid by the GRANTEE within 60 days of the expiration of this award.
15. The GRANTEE agrees to obtain COMMISSION approval for all sole-source procurements in excess of \$100,000.
16. The GRANTEE agrees to obtain COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
17. The GRANTEE agrees to utilize the *Computer Hardware and Software Vendor Guidelines* distributed by the COMMISSION when purchasing hardware and software with grant funds.
18. The GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes.
20. The GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1518 et seq. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
22. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the COMMISSION.
23. The GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by

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the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

24. 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. If the GRANTEE is a State agency this paragraph does not apply.
25. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any to indemnify defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its 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 GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's 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 negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
26. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing Information System. The GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing Information System is replaced. Currently not available on-line, call for copy.
27. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the National Information Exchange Model/Global Justice XML Data Model (NIEM/GJXDM) an object oriented data model that specifies a representation structure for the Global Justice XML Data Dictionary (GJXDD), approved by the COMMISSION as the standard for information sharing when improving, updating, or replacing an existing Information System.  
**Link:** *OJP IT GJXDM* <http://www.it.ojp.gov>
28. If the GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical integrate their criminal justice records system with other criminal justice agency record systems in the state. This will enhance the overall effectiveness of the Arizona Criminal Justice Records System.

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29. If the GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
  30. The GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
  31. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
  32. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
  33. The GRANTEE certifies 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.
  34. The GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and as applicable either (2) 28 CFR Part 66 or (2) 28 CFR Part 70 of OMB Circular A-110.
  35. The GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests.
  36. The GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
  37. The GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This project was supported by Award No. (Insert federal award number) awarded by the (insert name of grantor agency), Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
  38. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments*.  
**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

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39. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program.  
**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>
  40. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.  
**Link:** *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>
  41. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide* and all unexpended grant funds to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 60 days of expiration of this award.  
**Link:** *OJP Financial Guide* <http://www.ojp.usdoj.gov/FinGuide/>
  42. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.  
**Link:** *Excluded Parties Listing System* <http://epls.arnet.gov>
  43. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4, 2000-4, and 2005-030. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
  44. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by the GRANTEE.
  45. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.

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46. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States.
  47. The Grantee certifies that no federal funds will be paid, by or on behalf of, 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 for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions
  48. The GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g and 28 CFT Part 22 that are applicable to the collection, use and revelation of data information.
  49. The GRANTEE agrees to comply with all Federal, State and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
  50. The GRANTEE assures that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. The GRANTEE agrees to keep on file documentation showing that it has met this requirement.
  51. The GRANTEE agrees that any information technology system funded or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, If OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, the GRANTEE may be fined as per 42 USC 3789g (c)-(d). GRANTEE may not satisfy such a fine with federal funds.
  52. The GRANTEE agrees that any criminal justice information systems designed, implemented or upgraded with these grant funds will be compatible, where applicable with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (AFIS) that will conform to the American National Standards Institute (ANSI standard data format for interchange of fingerprint information (ANSI/NIST-CLS-I-1993) and other reporting standards of the FBI, and applicable statewide or regional criminal information sharing standards and plans.
  53. This Agreement may be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
  54. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.

55. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

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IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

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Mayor Or City Manager

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

**Approved as to form and authority to enter into Agreement:**

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Legal counsel for GRANTEE

Date

**Statutory or other legal authority to enter into Agreement:**

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Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

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John A. Blackburn Jr., Executive Director  
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

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***Insurance Requirements for Governmental Parties to a Grant Agreement:***

None.

***Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:***

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its 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.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

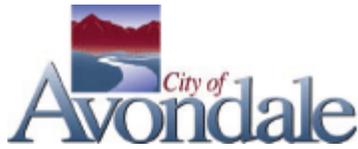
3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its 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.
- b. 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.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
  2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance 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 State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
  
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



# CITY COUNCIL REPORT

**SUBJECT:**

Establishment of a Citizen Corps Council

**MEETING DATE:**

October 1, 2007

**TO:** Mayor and Council

**FROM:** Paul Adams, Fire Chief (623)333-6100

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the establishment of an Avondale Citizen Corps Council (ACCC).

**BACKGROUND:**

Following the terrorist attacks of September 11, 2007, President George W. Bush launched the USA Freedom Corps initiative to inspire and enable all Americans to find ways to serve their community, their country or the world. Coordinated by the Department of Homeland Security as a part of the USA Freedom Corp, the Citizen Corps creates opportunities for individuals to volunteer to help their communities prepare for and respond to emergencies by bringing together local leaders, citizen volunteers and the network of first responder organizations, such as fire departments, police departments, and emergency medical personnel.

The primary objectives of the Corps are to:

- Match the needs of first responders with the skills and abilities of volunteers to make their families, their homes, and their communities safer from the threats of terrorism, crime, and disasters.
- Educate the public on safety, help citizens take an active role in protecting themselves from harm, and teach citizens what to do in the event of a crisis.
- Spearhead efforts to offer citizens new and existing volunteer opportunities, education information, and training courses to address crime, terrorism, and natural disaster risks.
- Capture innovative practices and report accomplishments that can be replicated in other communities nationwide.

**DISCUSSION:**

The mission of the ACCC would be to ensure that all citizens have the opportunity to participate in making Avondale safer, stronger and better prepared to prevent and manage threats of terrorism, crime, and disasters of all types. The ACCC would be organized for charitable and educational purposes supporting community activities that engage and train individuals in emergency preparedness and response, crime prevention, and promotion of good public health and safety practices through education, training, guidance, and volunteer service.

The ACCC would implement its purpose by providing assistance, guidance, and support to local Citizen Corps Programs. The recognized Citizen Corps programs include, but are not limited to:

- Community Emergency Response Team (CERT) Program
- Medical Reserve Corps (MRC) Program
- Volunteers in Police Service (VIPS) Program

- USA on Watch Program
- Fire Corps

In addition to providing avenues for volunteers to participate in any of the aforementioned core programs that are active within the City of Avondale, the ACCC would take a proactive pre-disaster role in supporting local community service organizations and disaster response services.

The ACCC would have three core objectives: Education, Communication, and Financial Viability / Sustainability. Through the education component the ACCC will seek to increase public awareness regarding the Citizen Corps Programs and existing volunteer opportunities. The ACCC will support and foster community-based programs that help residents better understand how to prepare for and respond to disasters.

Through the communication goal the ACCC will coordinate communication efforts between the ACCC and the Arizona Central Region and State Citizen Corps Councils and other municipal Citizen Corps Councils and their programs. The ACCC will communicate new developments and best practices information to the various councils and programs.

To meet the financial viability and sustainability goal the ACCC will seek a wide range of resources to support its efforts. These resources include grants, corporate contributions, individual donations, etc.

The ACCC would consist of no more than 15 individuals. These individuals would be volunteers or representatives of organizations whose purposes and functions support the ACCC mission. Areas of interest would include:

- Community Emergency Response Team (CERT) Program
- Medical Reserve Corps (MRC) Program
- Volunteers in Police Service (VIPS) Program
- USA on Watch Program
- Fire Corps Program
- Public Utilities
- Education
- Community Safety and Health
- Law Enforcement
- Fire Department
- Private Industries/Corporations
- Volunteers and Volunteer Groups
- Communications
- Emergency Preparedness

Council members would be appointed by the City Council and would serve a three year term.

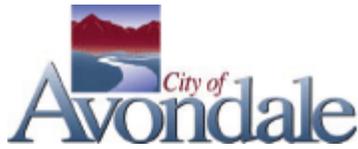
**RECOMENDATION:**

Staff recommends that the City Council approve the establishment of the Avondale Citizen Corps Council.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Resolution 2684-1007 adopting the National Incident Management System

**MEETING DATE:**  
October 1, 2007

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

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution adopting the National Incident Management System (NIMS) as the Emergency Management System for the City of Avondale.

**DISCUSSION:**

Through Homeland Security Presidential Directive 5, the President of the United States directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS) that would provide a consistent nationwide approach for federal, state, local and tribal governments to work together more effectively to prevent, prepare for, respond to, and recover from domestic incidents of any cause, size, or complexity. It is necessary and desirable that all federal, state, local, and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest level of incident management.

To facilitate the desired levels of incident management, it is critical that federal, state, local, and tribal organizations use standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercises, comprehensive resource management, and designated incident facilities during emergencies or disasters. These goals are accomplished through NIMS.

Federal guidelines for homeland security grant funding for federal fiscal year 2006 and beyond require NIMS compliance as a condition of eligibility; and the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System.

Over the past year city staff has been involved in various educational programs at the appropriate levels based on staff assignments to meet the NIMS training compliance dates established in the Presidential Directive. Approval of this resolution formally adopts the National Incident Management System as the Emergency Management and Incident Command System to be utilized by the City of Avondale.

**RECOMENDATION:**

Staff recommends that the City Council approve a Resolution adopting the National Incident Management System (NIMS) as the Emergency Management System for the City of Avondale.

**ATTACHMENTS:**

Click to download

[RES - 2684-1007](#)

**RESOLUTION NO. 2684-1007**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTEGRATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM INTO THE CITY OF AVONDALE EMERGENCY MANAGEMENT SYSTEM.

**WHEREAS**, in Homeland Security Presidential Directive 5, the President of the United States directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS) that would provide a consistent nationwide approach for federal, state, local and tribal governments to work together more effectively to prevent, prepare for, respond to, and recover from domestic incidents of any cause, size or complexity; and

**WHEREAS**, it is necessary and desirable that all federal, state, local, and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

**WHEREAS**, to facilitate the desired levels of incident management, it is critical that federal, state, local and tribal organizations use standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercises, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

**WHEREAS**, federal guidelines for homeland security grant funding for federal fiscal year 2006 and beyond require NIMS compliance as a condition of eligibility; and

**WHEREAS**, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System.

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

SECTION 1. That the Council of the City of Avondale hereby approves the integration of the National Incident Management System to the extent appropriate into the City of Avondale emergency management system.

SECTION 2. That the City Manager or authorized designee shall lead NIMS implementation throughout the City of Avondale.

SECTION 3. That the City Manager or authorized designee shall be charged with (i) incorporating NIMS into existing City-wide training programs and exercises, (ii) incorporating NIMS into emergency operations plans, (iii) providing and coordinating technical assistance to local entities regarding NIMS to ensure City-wide compliance (iv) institutionalizing the use of NIMS and (v) leading the effort to achieve City-wide NIMS compliance to ensure continued eligibility for federal homeland security grant funds.

SECTION 4. That, if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. 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 Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, October 1, 2007.

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Marie Lopez Rogers, Mayor

ATTEST:

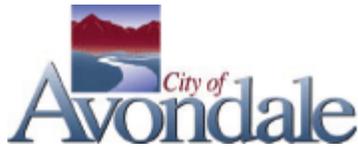
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Linda M. Farris, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2687-1007 Authorizing an Intergovernmental Agreement - Arizona Department of Transportation for Cost Sharing the Replacement of the 107th Avenue Overpass Structure

**MEETING DATE:**

October 1, 2007

**TO:** Mayor and Council

**FROM:** David Fitzhugh, P.E., Interim City Engineer, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation authorizing payment of \$2,019,335 as the City's share of the cost to replace the I-10/107th Avenue overpass structure, authorize the transfer of \$500,000 from 304-1154, Traffic Signal – Indian School/El Mirage, \$420,000 from 304-1157, Avondale Boulevard – Northbound @ I-10 Right Turn Lane, and \$1,200,000 from 304-1193 (FY08-09), Buckeye Road – 107th Avenue to Avondale Medians to a newly created line item for the 107th Avenue overpass structure on Interstate 10 project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The Arizona Department of Transportation (ADOT) has been working with staff to complete improvement plans for replacement of the 107th Avenue bridge overpass structure as part of the freeway widening project on Interstate 10 (I-10) from Loop 101 to Sarival Lane. ADOT will be widening I-10 in two (2) parts. The first part will be a widening in the median to provide an additional general purpose lane and a new HOV lane. Design for the median widening is complete and is scheduled to go out to bid soon. The second part is to widen the outside of the freeway for an additional general purpose lane and is currently under design. The City of Avondale has jurisdiction of 107th Avenue under I-10, and ADOT has jurisdiction of the I-10 freeway. The Avondale Transportation Plan demonstrated the need to widen 107th Avenue to 6-lanes in the future. The current overpass bridge structure on I-10 over 107th Avenue is not wide enough to support this future roadway. The proposed agreement was discussed with Council during the September 4, 2007 meeting and staff received direction to proceed with the IGA.

**DISCUSSION:**

During the early design process, Avondale staff requested that ADOT explore the cost to replace the structure to accommodate our future needs. Last winter, ADOT determined the cost to be approximately \$4 million and that the cost was substantially the responsibility of the City of Avondale. ADOT continued the design inclusive of the new structure fully aware that funding was contingent on project approval in the City's Capital Improvement Program (CIP). Staff included the project in the preliminary CIP but it was not included in the final adopted program due to the cost and other higher priority projects. This decision was conveyed to ADOT in May 2007. In late June, ADOT met with staff and graciously offered to evenly share in the cost of the replacement structure. Staff considered this offer compared to the future cost, which would be the sole responsibility of Avondale and determined it in the best interest of Avondale to recommend that the City Council agree to this offer. Since this item was not included in the CIP, funding must be found within the existing street fund. Staff proposes to defer some projects to later years and to utilize savings found in other projects due to scope refinement.

The IGA proposes the following:

- The State will act as the lead agency
- The State will provide design plans, specifications and other documents and services required for construction bidding and construction of the project
- The State will advertise for bids and award the construction contracts
- The State will perform inspections and notify the City in writing after final inspection that the project is complete
- The State will invoice the City according to the following schedule:
  - \$300,000 due 30 days after award of construction contract by State Transportation Board
  - \$300,000 due 120 days after award of construction contract
  - \$1,419,334.50 on or before July 1, 2008
- The City will review the design documents
- The City will be responsible for 50% of the project costs and will remit payment to the State within 30-days upon receipt of an invoice, in accordance with the proposed schedule
- The City will be responsible for all maintenance within the City's jurisdiction

If the estimated construction costs provided to the City are different than the actual costs of construction, ADOT shall remit an invoice to the City detailing the discrepancies.

### **BUDGETARY IMPACT:**

A line item for the 107th Avenue overpass structure on Interstate 10 project will need to be created. Funding for this project is made available through cost savings on one (1) CIP project and the adjustment of schedules on two (2) CIP projects. The traffic signal at Indian School Road and El Mirage has \$500,000 available due to project cost savings and cost participation from Maricopa County. The additional funding can be attributable to the deferral of the Avondale Boulevard–Northbound @ I-10 Right Turn Lane and the Buckeye Road - 107th Avenue to Avondale Medians projects.

Based on the proposed invoice schedule, funding for this project in the amount of \$2,120,000 will be transferred from the following Street Fund Line Items to the newly created line item in the respective fiscal years:

- FY07-08 - \$500,000 from 304-1154, Traffic Signal – Indian School/El Mirage
- FY07-08 - \$420,000 from 304-1157, Avondale Boulevard – Northbound @ I-10 Right Turn Lane
- FY08-09 - \$1,200,000 from 304-1193, Buckeye Road – 107th Avenue to Avondale Medians

### **RECOMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation authorizing payment of \$2,019,335 as the City's share of the cost to replace the I-10/107th Avenue overpass structure, authorize the transfer of \$500,000 from 304-1154, Traffic Signal – Indian School/El Mirage, \$420,000 from 304-1157, Avondale Boulevard – Northbound @ I-10 Right Turn Lane, and \$1,200,000 from 304-1193 (FY08-09), Buckeye Road – 107th Avenue to Avondale Medians to a newly created line item for the 107th Avenue overpass structure on Interstate 10 project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

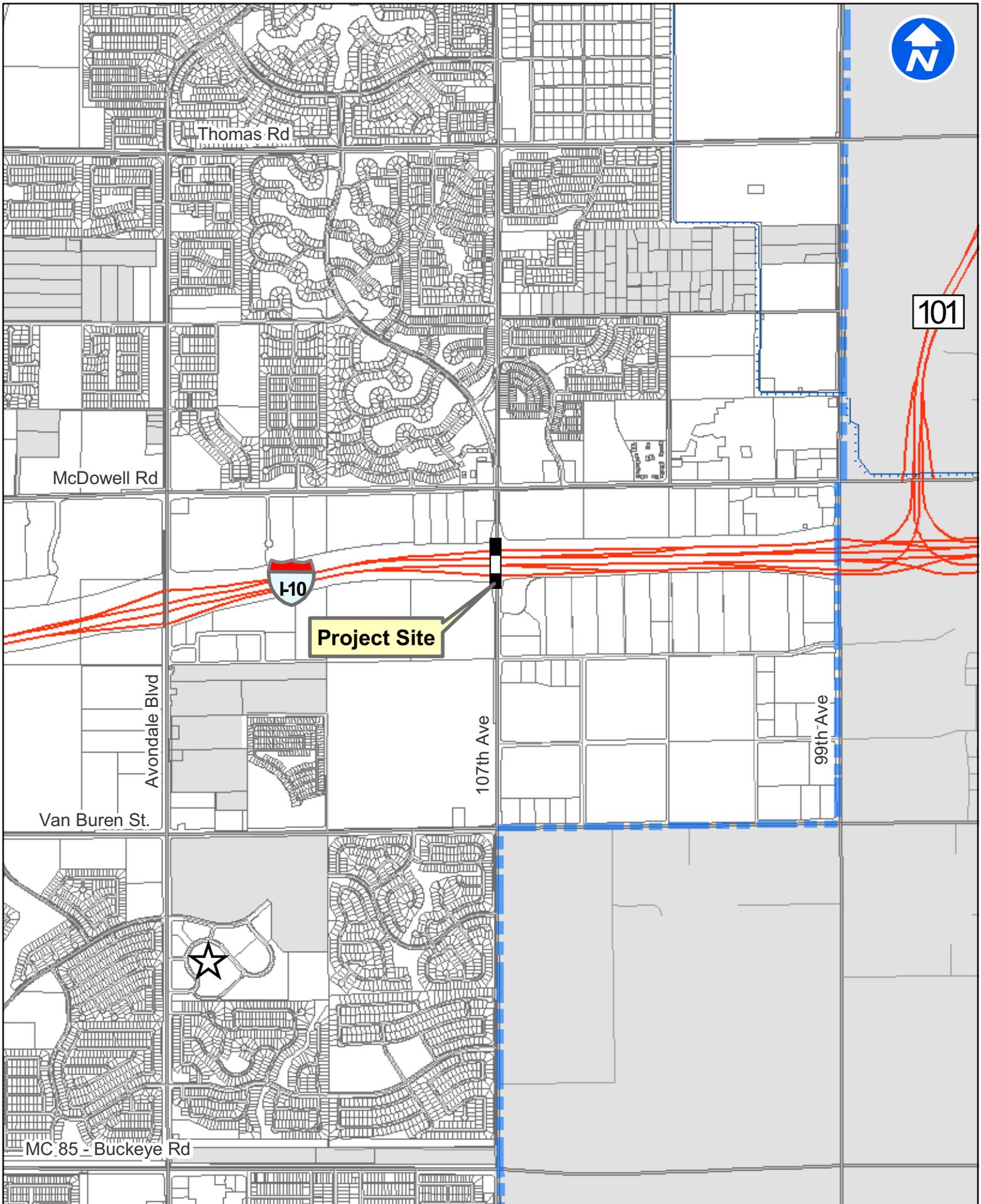
### **ATTACHMENTS:**

Click to download

 [Vicinity Map](#)

 [RES - 2687-1007](#)

# VICINITY MAP



**City of Avondale**  
**107th Avenue Overpass at Interstate 10**

**RESOLUTION NO. 2687-1007**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO DESIGN AND CONSTRUCTION OF A TRAFFIC INTERCHANGE OVERPASS STRUCTURE AT 107TH AVENUE AND INTERSTATE 10.

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

SECTION 1. That the Intergovernmental Agreement with State of Arizona regarding the design and construction of a traffic interchange overpass structure at 107th Avenue and Interstate 10 (the "Agreement") is hereby approved in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and 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, October 1, 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. 2687-1007

[Intergovernmental Agreement]

See following pages.

AG Contract No.: P001-2007-001860  
ADOT ECS File No.: **07-094I**  
Project No.: 010-B(201)A  
Project: I-10 Median Widening  
Section: Sarival Avenue to SR 101L,  
(I-10 & 107<sup>th</sup> Avenue Overpass)  
**TRACS No.: 010 MA 125 H7096 01D/01C**  
**Budget Source Item No.: 43408**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF AVONDALE

**THIS AGREEMENT** is entered into \_\_\_\_\_, 2007 pursuant to Arizona Revised Statutes, § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes, § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by the City Charter, Section 3, Article I, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Incident to the State's design and construction project along Interstate 10 (I-10) between Sarival Avenue and State Route 101L, the City requests the State incorporate the design and construction of a new traffic interchange overpass structure at 107<sup>th</sup> Avenue and I-10 (the "New Structure"), to accommodate the City's future widening of 107<sup>th</sup> Avenue. The State's design concept required widening of the existing structure; the City's request requires replacing the existing structure. The additional cost to design the New Structure to replace the existing structure is estimated at \$78,750.00 and the cost to construct the New Structure is \$3,959,919.00. The design and construction of the New Structure is hereinafter referred to as the "Project". The State and the City agree to split the cost of design and construction of the Project, including construction engineering and administration costs, as shown on Exhibit A, attached hereto and made a part hereof. Project payments are based on a schedule provided in the Scope of Work herein, and agreed to by the City.

4. Following completion of the New Structure, the City shall accept the responsibility of electric power as well as the operation and maintenance of the traffic signals at 107<sup>th</sup> Avenue and I-10 and the under-deck lighting for the New Structure. The City's obligation to provide electrical power for, and maintain such under-deck lighting and traffic signals will be set forth in an intergovernmental agreement to be executed by the State and the City subsequent to the date of this Agreement.

5. The Project plans are 100% complete and the City and the State have reviewed and approved the plans.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The City shall:

a. Upon execution of this Agreement, designate the State as authorized agent on behalf of the City relative to the Project.

b. Be responsible for any design consultant costs and contractor claims for additional compensation caused by or attributable to the City relative to the design and construction of the Project.

c. Be responsible for 50% of the Project costs, an estimated total amount of \$2,019,334.50 payable as follows:

- \$300,000.00 – within 30-days upon receipt of an invoice from the State following award of a construction contract by the State Transportation Board.
- \$300,000.00 – within 30-days upon receipt of an invoice from the State not less than 120 days after award of a construction contract by the State Transportation Board.
- \$1,419,334.50 – within 30-days upon receipt of an invoice from the State after July 1, 2008.

d. Remit to the State within 30-days upon receipt of an invoice, in accordance with the schedule provided herein, for the City's estimated 50% participation in the cost of the Project, which includes fixed rates and fixed costs, as described herein and shown on Exhibit A.

e. Be responsible for routine maintenance of 107<sup>th</sup> Avenue under the I-10 Papago Freeway, consistent with established City standards. **Routine maintenance** is defined as: activities such as sweeping; crack sealing; removal of spills and debris; graffiti removal; repair of potholes; leveling and/or patching of asphalt pavement with Premix; litter and trash removal; minor replacement of the surface/base of damaged pavement; presenting a safety hazard and/or any other established procedure routinely conducted by the City to preserve and keep the roadway surface and general area in a safe and operable state of repair.

f. Upon completion and acceptance of the Project be responsible for 50% of the Project costs incurred by the State for said work. If necessary, reimburse the State within 30-days upon receipt of an invoice, any difference between the estimated amount paid by the City and the actual costs to design and construct the Project, which includes fixed rates and fixed costs, as shown on Exhibit A.

2. The State shall:

a. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the City relative to the Project.

b. Provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project and submit them to the City for comments as appropriate.

c. Invoice the City in accordance with the following schedule:

- \$300,000.00 - within 30-days after award of the construction contract by the State Transportation Board.
- \$300,000.00 - no less than 120-days after award of the construction contract by the State Transportation Board.
- \$1,419,334.50 - on or after July 1, 2008.

d. Advertise for bids and award one or more construction contract(s) for the Project. Administer the contract(s) and make all payments to the contractor(s).

e. Upon completion of the Project, perform the final inspection and notify the City in writing the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

f. Upon completion of inspection and acceptance of the Project by the State, be responsible for the structural integrity of the I-10 overpass at 107<sup>th</sup> Avenue and provide maintenance within the State's control of access.

g. Upon completion and acceptance of the Project, if necessary, invoice the City any difference between the estimated amount received by the City and the actual costs to design and construct the Project, which includes fixed rates and fixed costs, as shown on Exhibit A.

h. Upon completion and acceptance of the Project by the State, be responsible for the structural integrity of the I-10 overpass at 107<sup>th</sup> Avenue and provide maintenance within the State's control of access.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this agreement shall remain in full force and effect until completion of said Project and all reimbursements; provide however, that this Agreement, except any provisions herein for maintenance which shall be perpetual, may be cancelled at any time prior to the award of a Project advertisement, with 30-days written notice to the other party. It is understood and agreed that, in the event the City cancels this Agreement, the City shall be responsible for all costs incurred by or on behalf of the City.

2. 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 other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out

of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes, § 38-511.

5. All books, accounts, reports, files and other records of either party relating to the Agreement or the work done under this Agreement shall be subject at all reasonable times to inspection and audit by the other party. Such records shall be available for inspection upon five business days' notice at the offices of the party in possession of the records.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy between the City and the State, which may arise out of this Agreement, the parties hereby agree to abide by binding arbitration.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue Mail Drop 616E  
Phoenix, AZ 85007  
FAX: (602) 712 7424

City of Avondale  
City Manager  
11465 West Civic Center Drive, Suite 120  
Avondale, AZ 85323

10. Pursuant to Arizona revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**CITY OF AVONDALE**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
MARIE LOPEZ-ROGERS  
Mayor

By \_\_\_\_\_  
SAM MAROUFKHANI  
Deputy State Engineer, Intermodal  
Transportation

**ATTEST**

By \_\_\_\_\_  
LINDA FARRIS  
City Clerk

**JPA 07-094**

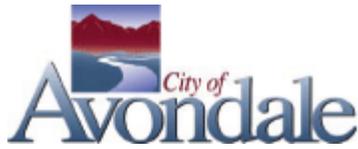
**ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2686-1007 Authorizing an Intergovernmental Agreement - ADOT - I-10 Aesthetic Enhancements

**MEETING DATE:**

October 1, 2007

**TO:** Mayor and Council

**FROM:** Daniel Davis, Director of Parks, Recreation & Libraries (623)333-2411

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for I-10 aesthetic enhancements, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

Staff has worked cooperatively with representatives from the Arizona Department of Transportation regarding the I-10 widening project. In a proactive manner, staff identified an opportunity to enhance the three (3) bridge structures located along I-10 in the City of Avondale.

On February 20, 2007, Council approved a Professional Services Agreement with J2 Engineering & Environmental Design, LLC. to provide design concepts, and the preparation of plans, specifications, and construction documents for the I-10 Bridge Aesthetic Enhancement Project.

On March 19, 2007, Staff and J2 Engineering presented Council conceptual designs of the aesthetic enhancements in which Council expressed support of the design. Council requested staff and J2 Engineering explore the idea of including white and black crossed flags in the design to create a tie to Phoenix International Raceway. Staff discussed this with ADOT representatives and was advised that they would not approve graphics that would promote or advertise a commercial facility.

**DISCUSSION:**

The aesthetic enhancements will include graphic art on the sound wall along I-10, wing walls, abutments and piers for the 107th avenue Bridge. The Intergovernmental Agreement will authorize the Arizona Department of Transportation to incorporate the city's aesthetic enhancement design plans and specifications in the construction documents for the widening of I-10. ADOT will coordinate the advertisement for bids, award the contract, and provide contract administration throughout the project.

The bridges at Avondale Boulevard and Dysart Road are not included in this current project. The design concepts for these two (2) bridges will be included in future projects.

**BUDGETARY IMPACT:**

The cost to construct the aesthetic enhancements is estimated at \$310,983.00. This includes a base construction amount of \$233,331, and includes a 5% contingency. In addition, the estimated cost includes \$77,652 for construction and design engineering, surveying, and construction administration.

The City of Avondale has applied for a Transportation Enhancement grant from ADOT in the amount of \$940,519 to fund the 107th Avenue improvements, which includes the I-10 Aesthetic Enhancement project. The project was ranked #1 in the first round of reviews and is scheduled for another review on October 5th.

**RECOMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for I-10 Aesthetic Enhancements, and authorize the Mayor or City Manager and City Clerk to execute the documents.

**ATTACHMENTS:**

Click to download

📄 [RES - 2686-1007](#)

**RESOLUTION NO. 2686-1007**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO DESIGN AND CONSTRUCTION OF AESTHETIC ENHANCEMENTS TO INTERSTATE 10 FROM LOOP 101 TO SARIVAL AVENUE.

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

SECTION 1. That the Intergovernmental Agreement with State of Arizona regarding the design and construction of aesthetic enhancements to Interstate 10 from Loop 101 to Sarival Avenue (the "Agreement") is hereby approved in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and 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, October 1, 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. 2686-1007

[Intergovernmental Agreement]

See following pages.

AG Contract No.: P001-2007-001841  
JPA File No.: **07-062I**  
Project No.: 010-B(201)A  
Project: I-10 Median Widening  
Section: Sarival Avenue to SR 101L,  
(107<sup>th</sup> Avenue-Wall Aesthetics)  
**TRACS No.: 010 MA 125 H7096 01C**  
**Budget Source Item No.: City Funded**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF AVONDALE

**THIS AGREEMENT** is entered into \_\_\_\_\_, 2007 pursuant to Arizona Revised Statutes, § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

### **I. RECITALS**

1. The State is empowered by Arizona Revised Statutes, § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes, § 48-572 and the City Charter, Section 3, Article I, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Incident to the State's design and construction effort along Interstate 10 (I-10) between Sarival Avenue and State Route 101L (SR 101L), the City requests the State incorporate into the State's construction, its design of aesthetic enhancements to Soundwall 3B, wingwalls, abutments and piers for the I-10 bridge over 107<sup>th</sup> Avenue, herein referred to as the "Project". The cost to construct the aesthetics is estimated at \$310,983.00, including construction engineering and administration costs, all at the City's expense, as shown on Exhibit A, attached hereto and made a part hereof.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

### 1. The City shall:

a. Upon execution of this Agreement, designate the State as authorized agent on behalf of the City relative to the Project. Upon execution of this Agreement and receipt of an invoice from the State, remit, within 30 days, \$310,983.00 for the estimated cost to construct the Project, which includes fixed percentages for: construction surveying and layout (1%); contractor quality control, including testing (1%); mobilization (10%); and construction engineering and administration (14%) as shown in Exhibit A.

b. Provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project and submit them to the State for incorporating into the State's construction documents. Be responsible for any design consultant and contractor claims for additional compensation.

c. Be responsible for the total costs associated with the Project (aesthetics). Should the construction bid amount be greater than the City's initial payment, remit to the State the difference within 30 days upon receipt of an invoice.

d. Upon completion and acceptance of the Project, be responsible for the actual costs incurred by the State for the Project. Reimburse the State within 30-days upon receipt of an invoice, any difference between the estimated amount paid by the City and the actual costs of the Project, which includes fixed rates and fixed costs, as shown on Exhibit A.

e. Upon completion and acceptance of the Project, be responsible for all maintenance of the aesthetic treatments including all paint colors to Sound wall 3B, wingwalls, abutments and piers for the 107<sup>th</sup> Avenue Bridge and along I-10, as specified in the project plans, and including graffiti removal and restoration.

### 2. The State shall:

a. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the City and invoice the City \$310,983.00 for construction of the Project, which includes fixed percentages for: construction surveying and layout (1%); contractor quality control, including testing (1%); mobilization (10%); and construction engineering and administration (14%) as shown on Exhibit A.

b. Incorporate the City's design plans, specifications and other such documents and services required for construction bidding and construction of the Project. Advertise for bids and award one or more construction contract(s) for the Project. Administer the contract(s) and make all payments to the contractor(s).

c. Upon completion of the Project, perform the final inspection and notify the City in writing the Project has been constructed in accordance with the Project documents and has been satisfactorily completed. Be responsible for the structural integrity of the Project.

d. Upon completion of the Project, invoice or reimburse the City any difference between the estimated amount paid by the City and the actual costs of the Project, which includes fixed rates and fixed costs, as shown on Exhibit A.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this agreement shall remain in full force and effect until completion of said Project and all reimbursements; provide however, that this Agreement, except any provisions herein for maintenance which shall be perpetual, may be cancelled at any time prior to the award of a Project advertisement, with 30-days written notice to the other party. It is understood and agreed that, in the event the City cancels this Agreement, the City shall be responsible for all costs up to the time of cancellation.

2. The State assumes no financial obligation or liability under this Agreement in association with the Project work requested by the City and provided herein. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, or for any resulting construction project, the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save, hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or reasonable attorneys' fees.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes, § 38-511.

5. All books, accounts, reports, files and other records of either party relating to the Agreement or the work done under this Agreement shall be subject at all reasonable times to inspection and audit by the other party until five years after the State has repaid all monies in full. Such records shall be available for inspection upon five business days' notice at the offices of the party in possession of the records. .

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy between the City and the State, which may arise out of this Agreement, the parties hereby agree to abide by binding arbitration.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in

person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue Mail Drop 616E  
Phoenix, AZ 85007  
FAX: (602) 712 7424

City of Avondale  
City Manager  
11465 West Civic Center Drive, Suite 120  
Avondale, AZ 85323

10. Pursuant to Arizona revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**CITY OF AVONDALE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
MARIE LOPEZ-ROGERS  
Mayor

By \_\_\_\_\_  
SAM MAROUFKHANI, P.E.  
Deputy State Engineer

**ATTEST**

By \_\_\_\_\_  
LINDA FARRIS  
City Clerk

**JPA 07-062**

**ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
City Attorney



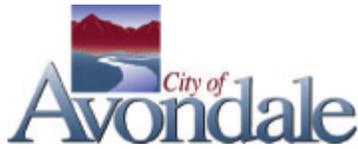
**SUMMARY OF IGA COSTS  
for  
EXHIBIT 'A'**

Engineer's Estimate Version  
JPA 07-062  
Date: 05/15/2007

**I-10 MEDIAN WIDENING  
SARIVAL TO 101L PROJECT**

**COST**

ITEM	DESIGN	R/W	CONSTRUCTION	TOTAL	DESCRIPTION
1 TRACS NO. H7096 01D/01C I-10-107TH OVERPASS/ENHANCEMENTS EXHIBIT "A"	N/A	N/A	\$ 310,983.00	\$310,983.00	The City of Avondale has requested that ADOT include aesthetic treatments to Soundwall 3B and to the wingwalls, abutments and piers for the I-10 bridge over 107th Avenue.



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1265-1007 Authorizing the Dedication, Purchase, or Condemnation of Land and Easements for Right-of-Way Purposes Relating to the Van Buren Roadway Improvements Project

**MEETING DATE:**

October 1, 2007

**TO:** Mayor and Council

**FROM:** David Fitzhugh, P.E., Interim City Engineer, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve an ordinance authorizing the dedication, purchase or condemnation of land and easements for right-of-way purposes relating to the Capital Improvement Project ST1089 for Van Buren Street Roadway Improvements, from the Agua Fria Bridge to Fairway Drive, and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

**BACKGROUND:**

Staff is finalizing the construction documents for the Van Buren Street Roadway Improvements project from the Agua Fria Bridge to Fairway Drive. The project will widen Van Buren Street to phased arterial standards, install a segment of a 16-inch waterline, and construct a pedestrian underpass. The pedestrian underpass will provide connectivity between Friendship and Coldwater Parks through the City's proposed interconnected trail system. The proposed roadway improvements will accommodate four (4) through lanes and a center turn lane from Fairway Drive to the Agua Fria Bridge. In addition to the phased arterial improvements, an ultimate six (6) lane right-of-way shall be obtained for future widening improvements.

**DISCUSSION:**

The existing right-of-way along the project's northerly boundary is currently 33 feet from the section line and approximately 22 feet of additional right-of-way is required to widen Van Buren Street to the north to four (4) through lanes at this time. However, total right-of-way needed for the future ultimate six (6) lane section is 65 feet on the north side. Abutting the existing right-of-way, Flood Control District of Maricopa County (FCDMC) has a parcel that varies in width from 52 feet at the existing Agua Fria Bridge to 22 feet at 125th Avenue. This parcel, extending from the Agua Fria Bridge to 127th Avenue, provides a maintenance road to the Agua Fria Channel. In order to widen Van Buren Street, the City will need to replace the existing FCDMC's land with an equivalent piece of land to the north that will abut the proposed total 65 feet of right-of-way.

In addition to right-of-way acquisition, a temporary drainage easement will be needed to construct a temporary retention basin to retain the street runoff from Van Buren Street. Once the property develops, the developer will be required to construct a permanent retention basin in an area that suits the development and the temporary drainage easement will revert back to the property owner.

Approximately ten (10) months ago, staff initiated right-of-way negotiations with the VJ Agua Fria, LLC and Case Properties Limited Partnership, current owners of Parcel A.P.N. 500-02-015J, which is the parcel on the north side. To date, staff has been unable to reach an agreement concerning dedication or purchasing of the required right-of-way. While the owners have been receptive to communications, they have been unwilling to move forward. In addition, Empire LLC has an option to purchase the property from VJ Agua Fria, LLC and Case Properties Limited Partnership. This further complicates the situation and has hampered an agreement

being reached with VJ Agua Fria, LLC and Case Properties Limited Partnership.

In order to proceed with the Capital Improvement Project, the City must obtain the title to the required right-of-way and drainage easement. Staff is requesting that the City Council authorize staff to acquire all right-of-way and temporary drainage easements necessary for the ST1089 Van Buren Street Improvement project by dedication, purchase, or condemnation. If condemnation is necessary, the final acquisition of property could take approximately 120 days.

#### **RIGHT-OF-WAY NEEDS:**

The required additional right-of-way for this project entails the following:

1. 55 feet by 148 feet (8,140 square feet) for a rectangular drainage easement will be needed to temporarily retain half-street drainage along Parcel A.P.N. 500-02-015J. At the time of development approval from the City of Avondale, the drainage easement will revert back to the developer who will then be responsible for retaining half-street drainage along the parcel's frontage (refer to Exhibit "B").
2. 34,504 square feet of area as described in Exhibit "J".

The total area for the required temporary drainage easement is 8,140 square feet.  
The total area for the required right-of-way is 34,504 square feet.

#### **BUDGETARY IMPACT:**

Funding for the dedication, purchase, or condemnation and associated legal fees for the acquisition of the property is available in the Van Buren Street Roadway Improvement Project's Line Item No. 304-1089-00-8420.

#### **RECOMENDATION:**

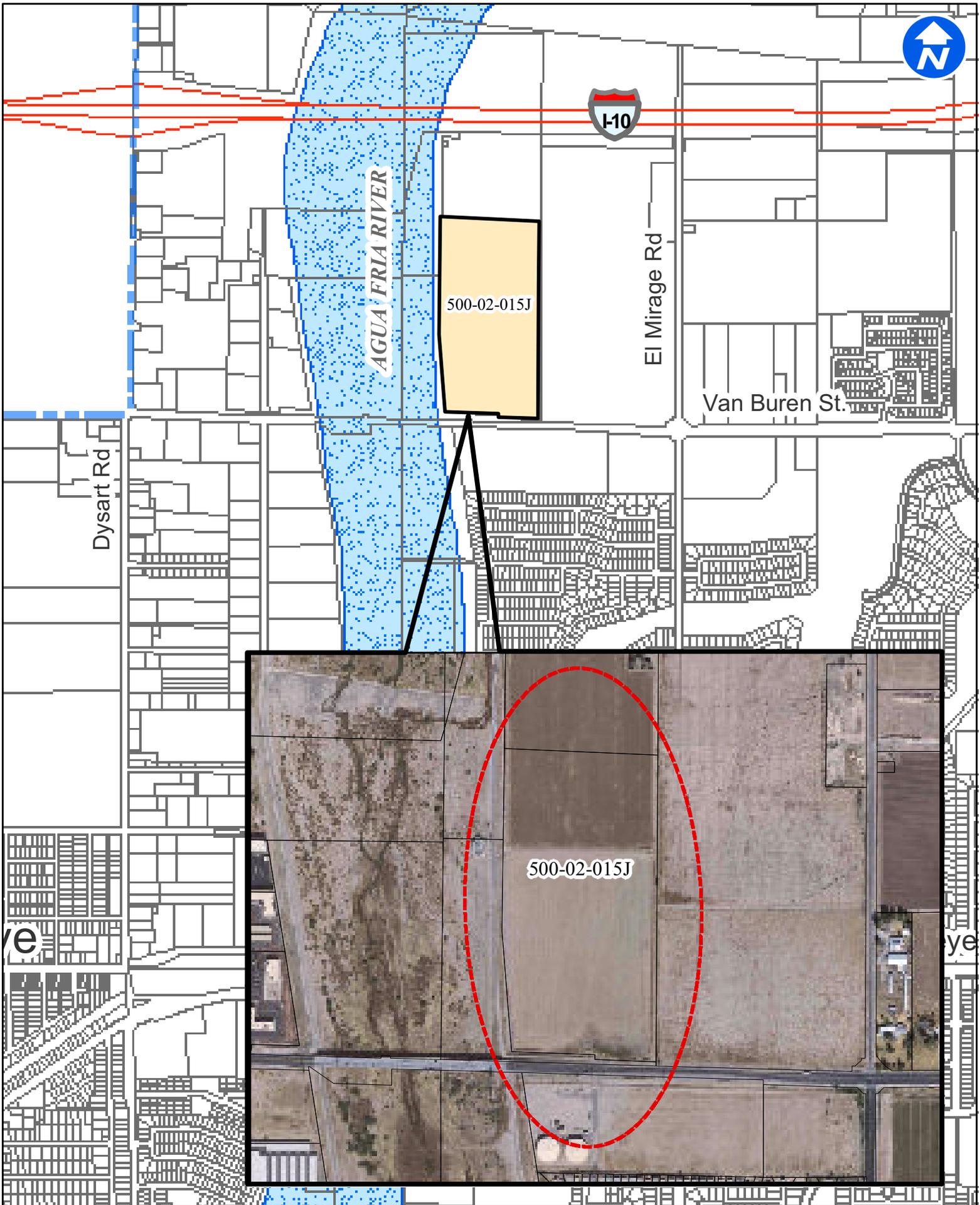
Staff recommends that City Council approve an ordinance authorizing the dedication, purchase, or condemnation of land and easements for right-of-way purposes relating to the ST1089 Van Buren Street Roadway Improvements Project, and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

#### **ATTACHMENTS:**

Click to download

- [☐ Vicinity Map](#)
- [☐ Exhibit B](#)
- [☐ Exhibit J](#)
- [☐ ORD - 1265-1007](#)

# VICINITY MAP



**City of Avondale  
Parcel 500-02-015J**

# EXHIBIT 'B'

FLOOD CONTROL DISTRICT  
OF MARICOPA COUNTY

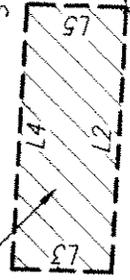
A.P.N. 500-02-015F

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°24'27"E	65.34'
L2	N87°38'16"W	148.02'
L3	N01°24'27"E	55.01'
L4	S87°38'16"E	148.02'
L5	S01°24'27"W	55.01'

SCALE 1" = 100'

A.P.N. 500-02-015J

PROPOSED RETENTION ESMT.  
8,141 SQ. FT., OR  
0.186 ACRES,  
MORE OR LESS



1319.33'

S. LINE OF S.E. 1/4 SEC. 2, T.1N., R.1W  
S88°35'33"E (M) (BASIS OF BEARINGS)  
S88°22'14"E (R)

**VAN BUREN ST.**

S. 1/4 COR. SEC. 2, T.1N., R.1W.  
FD. BRASS CAP FLUSH STAMPED,  
"MARICOPA COUNTY HIGHWAY  
DEPARTMENT"

33' R/W PER  
DKT. 16220,  
PG. 1352, M.C.R.



S.E. COR. SEC. 2, T.1N., R.1W.  
FD. BRASS CAP IN HANDHOLE,  
STAMPED "CITY OF AVONDALE"

**LEGEND**

- (M) MEASURED DATA
- (R) DATA PER GDACS AS RECORDED IN  
BK. 694, P. 38, M.C.R.

JOB #05271

05271xb02.dwg

## C.O.A. RETENTION & DRAINAGE EASEMENT

VAN BUREN STREET IMPROVEMENTS



STATE OF ARIZONA  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
No. 2986  
M. BRUCCI  
P. 16220, PG. 1352  
M.C.R.



**ORDINANCE NO. 1265-1007**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION BY PURCHASE, CONDEMNATION OR DEDICATION OF REAL PROPERTY FOR PUBLIC USE RELATING TO PUBLIC USE RELATING TO THE EXPANSION OF VAN BUREN STREET.

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

**WHEREAS**, the City Council has authorized the construction of roadway and improvements along Van Buren Street, west of 125th Avenue (the “Project”), requiring the acquisition of real property and easements appurtenant thereto where insufficient right-of-way currently exists; and

**WHEREAS**, the City Council desires to authorize the acquisition of certain real property necessary for the completion of the Project.

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

**SECTION 1.** That the acquisition, by purchase, condemnation or dedication of  $\pm$  0.98 acres of real property, being a portion of Maricopa County Assessor’s Parcel No.500-02-015J, generally located along the north side of Van Buren Street, west of 125th Avenue (the “Acquisition Property”), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby authorized.

**SECTION 2.** That, in the event that a negotiated purchase cannot be reached for the Acquisition Property, the City Attorney is hereby authorized and directed to immediately initiate condemnation proceedings, including all actions necessary to enable the City to take possession of the Acquisition Property at the earliest possible date.

**SECTION 3.** 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.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, October 1, 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. 1265-1007

[Legal Description and Map]

See following pages.

# EXHIBIT 'B'

FLOOD CONTROL DISTRICT  
OF MARICOPA COUNTY

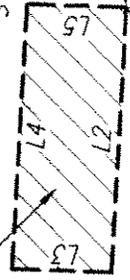
A.P.N. 500-02-015F

LINE TABLE		
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L5	S01°24'27"W	55.01'

SCALE 1" = 100'

A.P.N. 500-02-015J

PROPOSED RETENTION ESMT.  
8,141 SQ. FT., OR  
0.186 ACRES,  
MORE OR LESS



FD. 1/2" REBAR & CAP,  
STAMPED "37826"

P.O.B.

1319.33'

146.95'  
2638.88'(M) 2638.66'(R)

S. LINE OF S.E. 1/4 SEC. 2, T.1N., R.1W  
S88°35'33"E (M) (BASIS OF BEARINGS)  
S88°22'14"E (R)

1319.33'(R) 1319.55'(M)

## VAN BUREN ST.

S. 1/4 COR. SEC. 2, T.1N., R.1W.  
FD. BRASS CAP FLUSH STAMPED,  
"MARICOPA COUNTY HIGHWAY  
DEPARTMENT"

33' R/W PER  
DKT. 16220,  
PG. 1352, M.C.R.



S.E. COR. SEC. 2, T.1N., R.1W.  
FD. BRASS CAP IN HANDHOLE,  
STAMPED "CITY OF AVONDALE"

### LEGEND

- (M) MEASURED DATA
- (R) DATA PER GDACS AS RECORDED IN  
BK. 694, P. 38, M.C.R.

JOB #05271

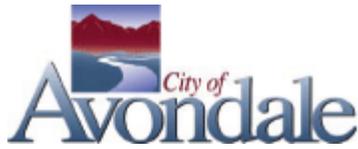
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## C.O.A. RETENTION & DRAINAGE EASEMENT

VAN BUREN STREET IMPROVEMENTS







# DEVELOPMENT SERVICES

**SUBJECT:**

Public Hearing and Ordinance 1269-1007 – PAD Rezone  
- Entorno - Z-06-13

**MEETING DATE:**

October 1, 2007

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** Rezoning from AG (Agricultural) to PAD (Planned Area Development)

**PARCEL SIZE:** 160 acres

**LOCATION:** Southwest corner of Indian School Road and 99th Avenue.(See Exhibits A, B and C)

**APPLICANT:** Carolyn Oberholtzer, Rose Law Group

**OWNER:** Millennium Properties

**BACKGROUND:**

The property was annexed on May 26, 1981 and October 21, 1989 and zoned AG (Agricultural). Currently, the site is vacant.

**SUMMARY OF REQUEST:**

1. The request is to rezone 160 acres from AG (Agricultural) to PAD (Planned Area Development) for a mixed use development. The proposed development, Entorno, is a 'social environment' that intends to provide a unique destination and gateway into Avondale. The proposed Development Plan is attached as Exhibit E.
2. The applicant is proposing a two phased project. Phase One shall include all of the infrastructure and off-site improvements. Phase Two will include the development of individual parcels. The uses proposed are a mix of regional and neighborhood commercial, office, commerce park, urban mixed-use and medium-high to multi-family residential densities (Figure 8, Land Use Plan).

Within the Urban Mixed-Use district, an up to 8 story residential-over-retail building is proposed. In the commercial districts, 3 story buildings are proposed. The 3 story buildings are subject to the North Avondale Specific Plan height increase of 2 stories. The proposed Development Plan has prohibited the 8 story residential-over-retail building from any potential height increase allowed by the North Avondale Specific Plan.

3. Access to the site will be provided from Indian School Road, 99th Avenue, and major and minor collector streets throughout the development.

**PARTICIPATION:**

The applicant held a neighborhood meeting at 6:00 pm on Wednesday, May 9, 2007 at the Hilton Garden Inn. The neighborhood meeting was advertised in the West Valley View on April 24, 2007. A total of 170 property owners within 500 feet of the subject property were notified of the meeting on April 24, 2007. Ten property owners attended the meeting, none of which were opposed to the proposed project.

The applicant went door to door and canvassed the Westwind subdivision on May 2, 2007 starting at 5:30 pm. The applicant received six signatures in support of the project.

Notice of the August 16, 2007 Planning Commission hearing was published in the West Valley View on July 31, 2007. Letters to 170 property owners within 500 feet of the subject property were mailed on July 31, 2007. The property was posted on July 31, 2007. No comments have been received to date.

Notice of the October 1, 2007 City Council hearing was published in the West Valley View on September 11, 2007. Letters to 170 property owners within 500 feet of the subject property were mailed on September 11, 2007. The property was posted on September 7, 2007. No comments have been received to date.

#### **PLANNING COMMISSION ACTION:**

The Planning Commission conducted a public hearing on August 16, 2007 and voted 7-0 to recommend APPROVAL of this request subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan and narrative dated August 2, 2007 except as modified by these stipulations.
2. The North Avondale Specific Plan shall be amended to allow the height increase as proposed for this project.
3. The Master Circulation Plan shall be revised to include a connection to the existing traffic signal at 103rd Avenue and Indian School Road.
4. Full traffic impact analysis reports shall be required at master site plan. Additional comments will be forthcoming based on review and results of traffic study.
5. Cost contribution for traffic signals shall be required as follows: 50% for Indian School & 100th Avenue, 50% for Clarendon Avenue & 99th Avenue, and 25% for potential future signal at 99th Avenue & Osborn and all improvement costs for modifying the existing traffic signal and driveway at Indian School & 103rd Avenue. Additional contribution toward any other traffic signals as identified in the results of future traffic studies may be required.
6. Medians shall be required on Indian School and 99th Avenue and channelized access at non-signalized intersections shall be required based on results of the traffic impact analysis at master site plan. The intersection of Indian School Road and the proposed minor collector will have restricted access.
7. 100th Avenue south of Indian School Road will be required to be widened to support turn lanes and other intersection needs at the signalized intersection.
8. Traffic calming features will be required at master site plan to discourage cut-through traffic and excessive speeds on collectors.
9. Pedestrian-friendly design elements shall be required with the proposed collector roadway.
10. Bus pull-out bays and concrete bus pads per City of Phoenix Standard details including additional right-of-way for bus pull-out bays and pads will be required at master site plan.
11. Additional right-of-way shall be required as needed for deceleration lanes, turn lanes, and transit stops, to include intersections.
12. A comprehensive sign package shall be submitted at time of master site plan submittal for review and approval by Planning staff.

13. All water rights on the property shall be conveyed to the City of Avondale, excluding any water rights for the potential water feature, prior to recordation of the final plat.

14. Public Art shall be incorporated at the southwest corner of 99th Avenue and Indian School Road.

15. Office/Commerce Park District, Permitted Uses 'K & L' shall be amended as follows: K. 'Retail sales of new merchandise provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use' and L. 'Warehousing and/or inventory provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use.'

16. The following use shall be prohibited in all districts: Indoor and outdoor shooting ranges, fairgrounds, amusement parks, commercial racetrack, rodeo grounds, and ambulance service facility.

## **ANALYSIS:**

### **General Plan and North Avondale Specific Plan**

· The proposed PAD zoning is consistent with the Mixed Use land use designation and the objectives of the General Plan. The proposed project is not consistent with the North Avondale Specific Plan in regards to the proposed height, however, the height allowance is appropriate in this area due to proposed height increases of up to 12 stories for the Algodon Center located east of 99th Avenue in Phoenix. Height increases are also expected for the 160 acres south of the proposed project, part of the Algodon Center. Long Range Planning staff shall process an amendment to the North Avondale Specific Plan to provide height increases and future land use compatibility adjacent to 99th Avenue. Staff is proposing a stipulation to address this issue.

### **Permitted Uses and Conditional Uses**

· The permitted and conditional uses proposed for the development begin on page 38 of the Development Plan and correspond to the zoning categories that are specific to the intent and environment of the development.

· The Residential I, II, and III categories allow uses in accordance with Section 202 and 203 (Single Family and Multi-Family Districts) of the Avondale Zoning Ordinance.

· The Neighborhood Commercial/Office is located internal to the site near the residential components of the proposed development. The permitted uses are in accordance with the C-1 (Neighborhood Commercial) and C-2 (Community Commercial) zoning districts. This district was created to develop an area distinct from the Regional Commercial/Office component that provides services to the neighboring residential uses. Conditionally permitted uses unique to this category include retail sales of new merchandise and produce in open-air markets (mercados), excluding liquor sales and sidewalk sales.

· The Regional Commercial/Office is located adjacent to Indian School Road and 99th Avenue. The permitted uses are in accordance with the C-2 (Community Commercial) zoning district. Permitted uses unique to the proposed category include sidewalk cafés, newsstands, specialty grocers and food stores without gasoline sales. Conditionally permitted uses unique to the proposed category include dwelling units above the ground floor, performing arts theaters excluding adult live entertainment, and outdoor commercial uses such as golf courses, driving ranges, etc.

· The Urban Mixed-Use is located west of 99th Avenue, internal to the site. The permitted uses are in accordance with the C-2 (Community Commercial) zoning district. Permitted uses unique to the proposed category include multifamily residential dwelling units above the ground floor, artist's studios, and retail sales of new merchandise and produce in open-air markets (mercados), excluding liquor and sidewalk sales. Conditionally permitted uses unique to the proposed category include commercial and residential parking garages.

· The Office/Commerce Park is located adjacent to 99th Avenue. The permitted uses are in accordance with the C-2 (Community Commercial) and the CP (Commerce Park) zoning districts. The proposed category

provides a combination of office, supportive commercial, and industrial type uses. Permitted uses unique to the proposed category include retail, warehousing and/or inventory provided it does not exceed (50) fifty percent of the gross floor area of the primary use.

## **Development Standards**

- The residential densities are consistent with the densities cited in the North Avondale Specific Plan. Greater building setbacks and height regulations have been established within the development standards for adjacent single family residential zoning districts (page 35 within the PAD). The Residential I category is adjacent to the Roosevelt Irrigation District (RID) canal and west of the canal is the existing Westwind subdivision. The Residential I category is requesting a density range of 4 to 7 dwelling units per acre and propose development standards that allow for a wide variety of single family, multi-family, and alternative housing products.
- The Residential II category is adjacent to the Roosevelt Irrigation District (RID) canal, west of the Westwind subdivision, and north of Residential I parcel. The Residential II category is requesting a density range of 8 to 14 dwelling units per acre and the proposed development standards allow for a wide variety of single family, multi-family, and alternative housing products.
- The Residential III category is internal to the site surrounded by Residential I to the west, Office/Commerce Park to the east and vacant land to the south. The Residential III category is requesting a density range of 15 to 24 dwelling units per acre and the proposed development standards allow multi-family and alternative housing products. Development standards specific to the districts were designed to consider a diversity of attached and detached housing products.
- Commercial and Office/Commerce Park categories (Parcels) are primarily at the perimeter of the site adjacent to Indian School Road and 99th Avenue. The building height of 45 feet exceeds the Zoning Ordinance standards thus the applicant is providing greater building setbacks adjacent to residential. The maximum building height of 45 feet shall have a building setback of 35 feet adjacent to residential (page 40 within the PAD).
- The Urban/Mixed Use category is proposing a building height of up to 8 stories and a density range of 20 to 60 dwelling units per acre. The building height and density exceeds the Zoning Ordinance and North Avondale Specific Plan standards. The proposed category is primarily reserved for urban density residential-over-retail such as lofts, condominiums and apartments. Adjacent to any residential use, the applicant shall provide a minimum setback of 10 feet per story. The Commercial and Urban/Mixed Use categories have increased building setbacks in response to the increased building height.
- Currently, the North Avondale Specific Plan allows a maximum two-story increase in height to the Zoning Ordinance standard of 30 feet or two stories. The applicant is requesting 120 feet or 8 stories for the Urban Mixed Use category. The 8 stories requested shall not be subject to any additional height increases as noted in Table 3, Commercial and Mixed Use Development Standards on Page 40. The North Avondale Specific Plan will need to be amended to allow the proposed height. Staff will be proposing the amendment and the proposal shall be reviewed by Council this fall. A stipulation has been included to address this issue.

## **Design Standards**

- The Development Plan proposes an overall architectural theme of southwest desert contemporary and note several architectural features that will be integrated into the housing products to create visual interest. The features include decorative shutters, decorative molding, pilasters, or wainscoting, balconies or patios, and side entry garages, among other treatments.
- Design standards for the multi-family buildings will include a minimum of three (3) architectural design elements such as awnings, corbels or dormers, brick or stone veneer, architecturally designed building lighting, divided light windows, among other treatments. Lighting fixtures are also encouraged to be an integral part of the ultimate design and feel of the development (Figures 12 – 22 within the PAD).

- Design features for the Regional and Neighborhood Commercial/Office and Office/Commerce Park will include entrances emphasized with pavement treatments, quality building materials, unique building orientation or design, among other treatments. Uninterrupted wall planes in excess of fifty (50) feet in length will employ a vertical element, such as a projection or recession into the wall plane. Loading, delivery areas and/or loading, delivery, and service bays will be entirely screened by a 6 to 10 foot high walls (Figures 23, 24, 25 within the PAD).

- Urban Mixed Use design guidelines will abide by the Commercial and Office/Commerce Park design guidelines and in addition have special development standards with regards to the bulk and potential height of the structures. Building massing will take into account solar consequences and may minimize the use of glass and provide landscaping, shade structures, wall articulation, balconies, porches, or other architectural elements to reduce solar intensity on a building façade (Figure 26 within the PAD).

## **Signage & Walls**

- Building signage and monument signage is generally addressed within the PAD Development Plan. Signage will be designed to consistent and have an overall theme using similar materials and textures. A comprehensive sign package will be required at the time of master site plan approval. A stipulation has been included to address this issue.

- The internal and external walls will utilize methods to create visual interest and unique design to include visual breaks and staggers every 200 feet, construction of view walls with the use of various materials and colors to complement the overall theme and design of the development.

## **Landscaping**

- The applicant states that landscaping will be an important component to the overall design. A common landscape theme, Palo Verdes and Acacias, will be utilized throughout the project and site landscaping will reinforce this theme. A minimum of 35% of the building frontage landscaped with a minimum planter width of three (3) feet exceeds the Zoning Ordinance requirements.

- Additional landscaping is provided by clustering 36 inch box trees or greater at major focal points and incorporating pedestrian refuge areas. The individual commercial projects propose to provide at least one (1) pedestrian refuge area consisting of a minimum fifty (50) square feet, two (2) trees, six (6) shrubs, and one (1) seating area.

## **Circulation**

- Primary access to the site is provided at 99th Avenue and Indian School Road. Within Entorno, a central boulevard is planned that will serve as the main thoroughfare while local collector streets will serve to connect the residential areas to the commercial portions of the project.

- The cross sections proposed in the PAD are consistent with the Avondale Transportation Plan. Collector roadways will provide 80 feet of right of way for minor collectors. Arterials will provide 130 feet of right of way. This does not include additional right of way for deceleration lanes, other turn lanes and transit stops. Sidewalks will be required to be 8 foot detached on arterials and 6 foot detached on collectors. Traffic calming devices shall be utilized on collectors to create a more pedestrian friendly environment. A stipulation has been included to address this issue.

- Clarendon Avenue shall be extended east through the Entorno development to intersect with the proposed collector.

## **Open Space**

- The proposed development is proposing residential open space and amenities at the rate of 15% of the

gross parcel area. Neighborhood parks will be provided at a rate of one 3 acre park per 1,000 residents. Figure 9, Conceptual Open Space Plan, provides a centrally located 4 acre park, other pocket parks and recreation centers will have tot lots, barbeques, ramadas, etc. These standards exceed the open space requirements in the Avondale Zoning Ordinance.

- In the Urban Mixed Use parcels, the amount of common open space provided will equal or exceed the multiple of 1.5 times the first floor area of all buildings up to a maximum of 45% of the net lot area. The pedestrian trails within the proposed project will be designed at a minimum of 8 foot wide improved trails with a minimum of 4 foot wide landscape buffer. A 1.5 acre linear park along the western boundary will provide pedestrian walkways, refuge areas with seating areas, benches, and trash receptacles.

- The Urban Mixed Use area proposes promenades and centralized gathering areas. Open areas shall be maximized here by utilizing structured parking below grade or integral to the building eliminating the need for large parking lots. Additionally, pedestrian connections will be made from the Urban Mixed Use area to the Neighborhood Commercial/Office component noted as the village center (Figure 9). This area shall have a water feature or outdoor amphitheater with additional plazas and courtyards. The village center provides a unique destination spot for social gatherings.

### **Schools**

- The Pendergast Elementary School District and the Tolleson Union High School District have entered into an agreement with the applicant and determined no school site is necessary for this project. The agreement will require monetary donations for both single family and multi-family dwelling units.

### **Public Art**

- The Development Plan proposes to incorporate a public art installation (e.g. sculpture) at the corner of 99th Avenue and Indian School. The developer shall work with the Avondale Municipal Art Committee during the master site plan approval process to establish an appropriate work of art.

### **FINDINGS:**

The proposed rezoning meets the following findings:

- The proposed PAD zoning is in conformance to the General Plan and the North Avondale Specific Plan.
- The proposal meets the PAD requirements of the Zoning Ordinance.
- The proposed PAD zoning will result in compatible land use relationships.
- The proposed development standards are consistent with the desired character of development for this area.

### **RECOMMENDATION:**

Staff recommends that the City Council APPROVE the proposed rezoning from AG (Agricultural) to PAD (Planned Area Development) District subject to the 16 stipulations.

### **PROPOSED MOTION:**

I move that the City Council accept the findings and ADOPT the ordinance approving application Z-06-13, a request to rezone 160 acres at the southwest corner of 99th Avenue and Indian School Road from AG (Agricultural) to PAD (Planned Area Development) District with the 16 stipulations as recommended by Planning Commission.

### **ATTACHMENTS:**

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Air Photo 2006
- Exhibit C - General Plan Land Use Map
- Exhibit D - Summary of Facts
- Exhibit E - Approved Development Plan (8.5 x 11)

Exhibit F - Draft August 16, 2007 Planning Commission minutes  
Ordinance

**ATTACHMENTS:**

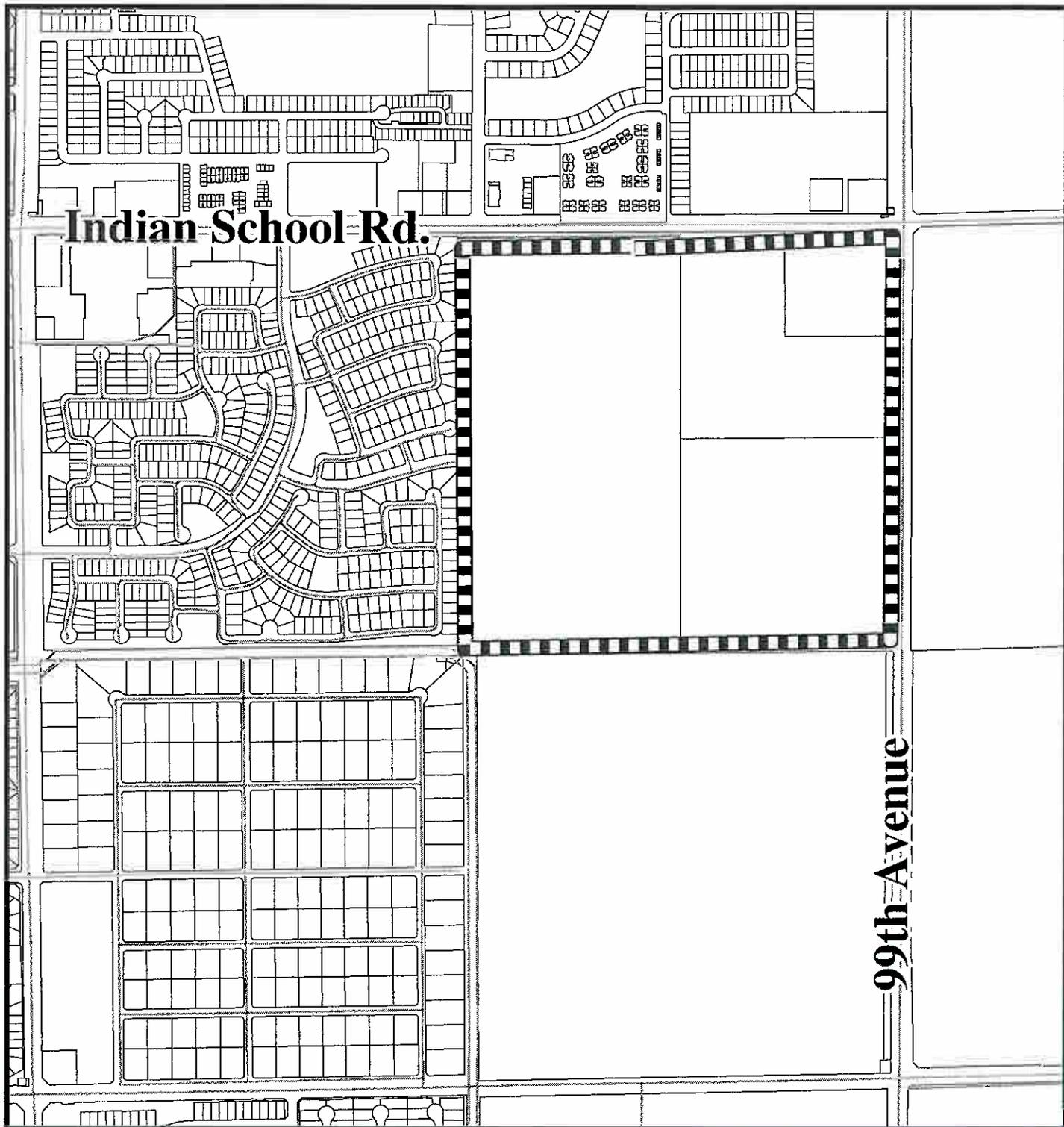
Click to download

 [Exhibits](#)

 [Ordinance 1269-1007](#)

**PROJECT MANAGER:**

Megan Neal, Planner II, 623.333.4018



### Zoning Vicinity Map



Subject Property



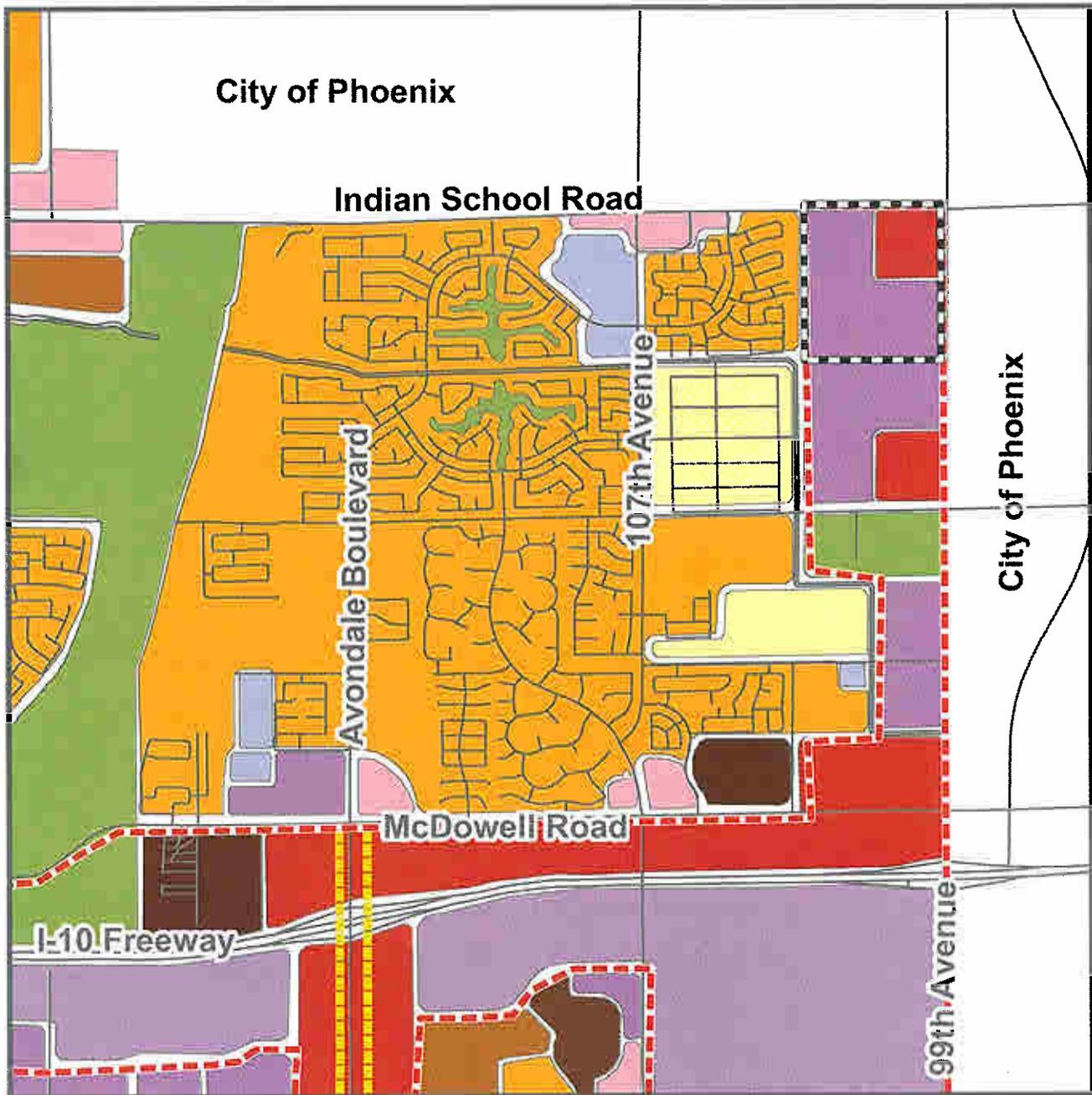


2006 Aerial Photograph



Subject Property





**General Plan Land Use**

- |   |                            |   |  |
|---|----------------------------|---|--|
|  | Commercial                 |  | Medium High Density Residential          |
|  | Employment                 |  | Mixed Use                                |
|  | Freeway Commercial         |  | Multi Family Residential                 |
|  | High Density Residential   |  | Open Space                               |
|  | Low Density Residential    |  | Public Facilities                        |
|  | Medium Density Residential |  | Commercial Corridor, Commercial Corridor |
-  Subject Property

*SUMMARY OF RELATED FACTS*

*APPLICATION Z-06-13*

<i>THE PROPERTY</i>	
PARCEL SIZE	160 acres
LOCATION	Southwest corner of 99 <sup>th</sup> Avenue and Indian School Road
PHYSICAL CHARACTERISTICS	Flat
EXISTING LAND USE	Vacant
EXISTING ZONING	AG
ZONING HISTORY	The property was annexed on May 26, 1981 and October 21, 1989 and zoned AG (Agricultural).
DEVELOPMENT AGREEMENT	There is a development agreement for this property. There are no outstanding items related to this project.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	City of Phoenix- existing commercial; vacant land
EAST	City of Phoenix – vacant; proposed Algodon
SOUTH	C-2 – vacant; Algodon
WEST	PAD– residential; Westwind subdivision

<i>GENERAL PLAN</i>	
The subject property is designated as Mixed-Use on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
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*

**99<sup>th</sup> Avenue**

Classification	Arterial
Existing half street ROW	32 feet
Standard half street ROW	65 feet
Existing half street improvements	2 traffic lanes
Standard half street improvements	3.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.

**Indian School Road**

Classification	Major Arterial
Existing half street ROW	55 feet
Standard half street ROW	65 feet
Existing half street improvements	2 traffic lanes and ½ center turn lane, and streetlights.
Standard half street improvements	3 traffic lanes, ½ center turn lane with median, curb, gutter, sidewalk, landscaping, bike lane, and street lights. (per Maricopa County improvements)

**PLANNING COMMISSION  
REGULAR MEETING  
DRAFT**

**CITY COUNCIL CHAMBERS  
11465 W. CIVIC CENTER DR.  
AVONDALE, AZ 85323**

**Thursday, August 16, 2007  
7:00 P.M.**

**I. CALL TO ORDER**

The regular meeting was called to order at approximately 7:00 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  
Edward Meringer, Vice Chair  
Michael Alcorn, Commissioner  
Alan Lageschulte, Chairperson  
Kevin Grimsley, Commissioner

Chairperson Lageschulte introduced Page Hannah, Alternate.

**CITY STAFF PRESENT**

Tracy Stevens, Planning Manager  
Megan Neal, Planner II  
Eric Morgan, Planner II  
Scott Wilken, Senior Planner  
Alice Barlow, Sr. Admin. Clerk

Chairperson Lageschulte moved to Item No. 3

3. Z-06-13: Mrs. Carolyn Oberholtzer, Rose Law Group, 6613 N. Scottsdale Rd., Ste. 200, Scottsdale, AZ, is requesting to rezone approximately 160 acres from AG (Agricultural) to PAD (Planned Area Development) located at the southwest

corner of Indian School Road and 99<sup>th</sup> Ave. Staff Contact:  
Megan Neal.

Megan Neal, Planner II, stated the site is currently vacant and the proposed PAD zoning is consistent with the Mixed-Use and Freeway Commercial General Plan land use designations. She informed the Commission that the applicant is proposing three residential districts, which are compatible with the North Avondale Specific Plan, and the uses proposed are a mix of Regional and Neighborhood Commercial, Office, Commerce Park, Urban Mixed-Use and Medium-High to Multi-Family Residential densities. She described the Urban Mixed-Use district as residential-over-retail up to eight stories, which will require a North Avondale Specific Plan amendment, which will be processed by Staff in the fall. She stated the Commercial districts propose three story buildings and are subject to the North Avondale Specific Plan height increase of two stories. Ms. Neal stated the PAD is proposing 15 percent open space, a water feature or outdoor amphitheater, promenade, village center, and a park, as well as public art and increased architectural standards.

Ms. Neal summarized her presentation, stating the PAD meets the objectives of the General Plan and the North Avondale Specific Plan, the PAD zoning is compatible with the other land uses, and has appropriate buffers and setbacks between uses. She informed the Commission that Staff is recommending 16 stipulations, some of which are to ensure that the urban-pedestrian feel is carried through, as well as stipulations for traffic issues, corrections to the use list, and requiring the Specific Plan amendment. She reported Staff has received a memo tonight and are requesting amendment to Stipulation No. 6 (Medians shall be required on Indian School and 99<sup>th</sup> Avenue and channelized access at non-signalized intersections shall be required based on results of the traffic impact analysis at Master Site Plan. The intersection of Indian School Road and the proposed major collector will have restricted access), and No. 13 (All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat). Stipulation No. 6 will be amended for clarification on the type of collector, and Stipulation No. 13 for clarification on the water rights for the water feature. Ms. Neal stated the Traffic Engineer and Water Resources did look at those Stipulations to review the changes. She stated the applicant also had a presentation tonight.

Chairperson Lageschulte invited questions for Staff.

Commissioner Webster asked for clarification on the North Avondale Specific Plan, in that the presentation states the request is in conformance with the Plan, but yet it needs to be amended. She also asked if this amendment is specific to this development only or would it carry through to all developments. Ms. Neal stated while the slide did say the request is consistent with the North Avondale Specific Plan, in the report it does say it is not consistent with the North Avondale Specific Plan and the applicant will need to make the amendment for the height increases and the Long Range Planning Director is going to be looking at the 99<sup>th</sup> Avenue Corridor from McDowell Rd. to Indian School Rd. Commissioner Webster stated she had read the North Avondale Specific Plan and it appears to her the purpose is not to construct buildings and structures that will obstruct

the view and be obtrusive to the surrounding developments, and she is not sure that an eight story building will not be obstructive. Ms. Neal responded that the North Avondale Specific Plan also makes reference to 99<sup>th</sup> Ave. and Indian School Rd. as roads of regional significance, and the City Council has had discussions on where they would like to see density or intensity in the area, and given the location on the outskirts of the City, Staff does think this is an appropriate area for this type of height increases and densities to allow for alternative types of housing products. Commissioner Webster remarked that the North Avondale Specific Plan also states that the Avondale should also try to work with the neighboring communities, such as Phoenix, and asked had there been any discussion with Phoenix to find out if they would object to an eight story building. Ms. Neal stated there was some discussion on Algodon Center, which is a 1,000 acre master-planned commercial office development east of 99<sup>th</sup> Ave. in Phoenix, and the developer also owns 160 acres to the south of this development in Avondale. Ms. Neal stated Staff did have communication with Jim Miller, a representative of Algodon, and reported he is looking at buildings up to 12 stories in height and a significant amount of density, thus Staff has been working with that developer to make a compatible land use relationship.

Commissioner Grimsley stated Pendergast Elementary School District and Tolleson Union High School District have entered into an agreement with the applicant and determined that no school site is necessary for this project, and asked what schools would be impacted by this new development. Ms. Neal replied she could not think of the specific names of the schools. Commissioner Grimsley stated based on West View High School and the current elementary school in the Pendergast Elementary School District, they are not at capacity. Ms. Neal stated that Staff does provide notification to the school districts, and the applicant has been in contact with the school district and they have provided documentation that new school sites are not necessary.

Commissioner Iwanski stated he had no problem increasing the height of the buildings, but he wanted to ask Staff if this is a particular corridor where they want height increases. He added there was 13 million square feet planned along Bullard Wash in Goodyear. Ms. Neal responded the eight story buildings were in reference to the residential-over-retail component, and the other areas have a three story limitation, which will be along 99<sup>th</sup> Ave. and some along Indian School Rd.

Commissioner Webster asked if the eight story units were designated for Parcel 12. Ms. Neal stated it is Parcels 6 and 7 and pointed out the parcels on a slide. Commissioner Webster asked in light of a 10 foot setback for each story, would there be an 80 foot setback for an eight story unit. Ms. Neal responded that was correct. Commissioner Webster inquired if an 80 foot setback could be accommodated in that area, to which Ms. Neal responded that the applicant should be able to accommodate that.

Vice Chair Meringer inquired if enough parking was planned for the project. Ms. Neal stated when the parcels come in for Site Plan, that Staff would be looking for the plans to meet the parking requirements in the Zoning Ordinance.

Chairperson Lageschulte invited the applicant to address the Planning Commission.

Jordan Rose, Rose Law Group, representing Millennium Properties, gave the Commission the background on Millennium Properties and showed the Commission slides as she described their project, Entorno. As the gateway to Northeast Avondale, she stated it was important for this project to shine and their project met the Commission's desire for mom & pop shops. She pointed out that if the North Avondale Specific Plan is not amended, the applicant cannot do anything that is not approved. Ms. Rose highlighted this location was prime to draw not only Avondale sales tax revenue, but regional sales tax revenue as well. She continued showing slides to the Commission, stating residential-over-retail is a great concept they believe will be very well received in this location. She then pointed out the wide variety of housing options available on the site. Ms. Rose informed the Commission the school agreements were pending signature with the school districts and the elementary school is located half a mile west of the site. She added she believed the school district chose a cash donation because the product type of the development is not conducive to having many children. Ms. Rose showed the slides of the convenient neighborhood retail planned and office space, and pointed out that this is a great location for employment activity. Next she showed slides of the executive offices planned and hospitality/hotel site. She pointed out the entire project is designed to be pedestrian friendly and detailed the architectural features, as well as their steps to address neighborhood compatibility. Ms. Rose reported no negative feedback to date. She thanked the Avondale staff and Ms. Neal and offered to take questions.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Alcorn asked if the eight story buildings would be separate units, such as the condominium building by Chase Field. Ms. Rose responded yes, that is the concept they will use for their eight story buildings.

Commissioner Grimsley stated Ms. Rose had remarked that the school district had chose a cash donation as this project would not attract many families with children; however, he had noted over 700 units planned for residential, and at 1.5 children per dwelling, that would be over 1,000 children. He stated while the school district claimed they did not see a problem, he sees 1,000 new children into a school district as a problem. Ms. Rose remarked she had probably stated that fact in a poor way, but what she would say is the property owners have been meeting with the school and the school has stated their need as monetary. She added if the school does not know what they need, she does not know. Ms. Rose showed the Commission slides on the demographics, showing in the present day married couples with children make up less than 25 percent of households, and today's fastest growing households are young professionals, empty nesters, single parents, couples without children, and seniors, and they create a demand for the live, work and walk experience and the low maintenance ownership, and it is a lifestyle choice. She continued, stating in national surveys, six out of ten perspective home buyers chose a higher density, mixed-use community and stated demand for them will hit new highs in 2015 because of the baby boomers and the baby boomers' kids graduating from college. She relayed that service and municipal employees were not able to find homes where they work. Ms. Rose reiterated the market they would attract would not be the family

with 1.5 or more children in much of the residential project. She added they would be happy to talk more with the school district.

Vice Chair Meringer asked as Westgate is to the north of the project and with the comparison to Kierland Commons, what type of premier restaurants and retail this project would attract. Ms. Rose stated that Millennium Properties, if anything, distinguish themselves every time in the marketplace, and what they see in this site is good hotels, cool clubs, local concept restaurants, with places like in North Scottsdale.

Commissioner Copeland asked Ms. Neal if a very similar concept had been passed at 99<sup>th</sup> Ave. and Thomas Rd., and asked what the highest building height was in that project. Ms. Neal responded La Entrada was three stories in height. Commissioner Copeland stated she had no problem with eight stories because across the street is 12 stories and she thinks it is a great location and concept. She inquired if the hotels had been identified. Ms. Rose responded the applicant has a lot of inquiries and hopefully soon they can make an announcement. Commissioner Copeland suggested a Ritz Carlton and an Omni, as Avondale has a venue for concerts, but no place to put the entertainers, athletes and visiting teens that are currently traveling back to the Biltmore. She commented Avondale really needs to target the upscale market. She cautioned she would not be happy with putting lots of children in the area, because then she would have to bus her children, and a money donation would only go toward funding bussing. Commissioner Copeland questioned if the multi-family units were apartments. Ms. Rose responded yes, those units were apartments. Commissioner Copeland asked why apartments were in this property. Ms. Rose replied they were part of the residential-over-retail as lofts, condominiums or apartments. Commissioner Copeland replied Ms. Rose would have been better off leaving the apartments out if they want this passed by this Planning Commission. Ms. Rose replied it was lofts and condominiums as far as she was concerned and she appreciates the advice. Commissioner Copeland declared Avondale has too many apartments that are vacant and they are giving away free rent, and when the Planning Commission talks about upscale retail, they do not mean apartments in that environment.

Chairperson Lageschulte asked for further questions for the applicant, and hearing none, thanked Ms. Rose for her presentation. Ms. Rose added that the apartments that are in Kierland Commons, they would call those residential-over-retail units apartments as well, so the term may be misused. Chairperson Lageschulte remarked if the units were not sold, but rented, they were deemed apartments.

With no more questions, Chairperson Lageschulte opened the item for public hearing.

Page Hannah, 201 S. 122<sup>nd</sup> Dr., Avondale, AZ, stated she really liked the project and the presentation, but as Ms. Rose stated the project would attract single parents, single parents would have children and she had not provided any playgrounds. Ms. Rose spoke up, that there were playgrounds. Ms. Hannah remarked that she loved the lakes, but they would pose a safety problem for children and queried what would be done to keep the children out of the lakes. She finished, stating she really liked the project.

With no further requests to speak, Chairperson Lageschulte called for a motion. Commissioner Copeland moved that the Planning Commission accept the findings and recommend approval of application Z-06-13, a request to rezone 160 acres at the southwest corner of 99<sup>th</sup> Ave. and Indian School Rd. from Agricultural to Planned Area Development district, with the 16 Stipulations recommended by Staff, with Stipulation Nos. 6 and 13 revised. Vice Chair Meringer seconded the motion.

Chairperson Lageschulte opened the floor for discussion.

Commissioner Alcorn stated he rather liked the project, but one thing that was rather misrepresented was the eight stories in the fold-out picture, in that they looked like four stories. He thinks a few playgrounds are needed, as Page Hannah had commented. He stated he likes the eight story buildings in the middle of the site away from everything else. He added that the Planning Commission wants places that people can buy, own and take pride in.

Vice Chair Meringer commented that the permitted uses such as the movie theater, bowling alleys, video arcades, ice and skating rinks, even with or without the apartments, and other places for families to take their kids were still necessary whether they live there or not. He stated Avondale could certainly use a new bowling alley and an AMC Theater would be a great venue.

Commissioner Copeland stated she assumed there were no recreation areas or parks because the developer was trying not to attract families with children, but as Commissioner Grimsley has calculated over 1,000 children at a minimum, she would like to revisit the school issue. She stated in several other cases residents have talked about how the children are being bussed into different areas because the schools are over capacity. She queried while Staff is talking to the superintendents, could they not talk to the principals, who would know best.

Vice Chair Meringer commented that his daughter attends Canyon Breeze Elementary and over the summer they added a brand new building. He stated he believes there is a way to address this issue without building new schools - by adding to existing facilities.

Commissioner Iwanski stated Kierland and Westgate were referenced and he likes them both, and he challenged the applicant to trump both of those projects, as it would be nice to have residential with the kinds of businesses - medical, insurance, engineering firms - to provide them with a place where people truly can live, work and recreate, and walk to all of the aforementioned. He added that he really likes this project.

Chairperson Lageschulte stated he agrees with almost everything the Commissioners have stated. He commented he thinks this is a pretty cool project and this project is in the right place for the diversity of housing. He reiterated that schools are a big issue and people are in the meetings every month telling the Commission their children are being bussed for school. Chairperson Lageschulte declared Avondale has no schools and he

does not care what the superintendents say, the schools are full. He stated that is the only thing that bothers him about this project. Chairperson Lageschulte commented the developer had received a lot of suggestions tonight on what types of tenants to bring in, but they could not do a thing about it until the Planning Commission passes this application. He guarantees the applicant, if they wanted to outdo Westgate and Kierland Commons, they could not have a bowling alley, and there is a theater at 99<sup>th</sup> Ave. and McDowell Rd. Chairperson Lageschulte stated the apartment word does not fly with the Planning Commission and they might want to use the term "high efficiency condo." He added if the City wanted to bring business in, Avondale had to have taller buildings, and that a lot of business professionals do not want 20 acres and Avondale needs places like this, and Avondale needs diversity. Chairperson Lageschulte stated he was looking forward to seeing the final drawings. He reminded the Commission that the first phase would be the offices and condos, and it may takes five years to get the houses in, and hopefully by that time Avondale can build more schools.

Commissioner Alcorn commented he had lived in Avondale since 2000 and his son has never gone to school here in Avondale, but to charter schools in North Phoenix and Paradise Valley, and Estrella Community College does not offer the courses he needs, so he is driving 30 minutes to school in Paradise Valley and back. He offered that the project could be the home of some new charter schools, as they are a very big business. Commissioner Alcorn added he likes the idea of this project.

Commissioner Iwanski thanked the Staff for working with the developers and thinking about the next generation of development in Avondale. He stated Chairperson Lageschulte and Commissioner Copeland have challenged the Commission to raise the bar, and he hopes the Commission is up to the challenge. He thanked Chairperson Lageschulte and Commissioner Copeland.

Chairperson Lageschulte asked for additional discussion, and hearing none, asked for a Roll Call vote.

#### ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

**ORDINANCE NO. 1269-1007**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 160 ACRES LOCATED AT THE SOUTHWEST CORNER OF INDIAN SCHOOL ROAD AND 99TH AVENUE AS SHOWN IN FILENAME Z-06-13, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD).

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”) for approximately 160 acres of real property at the southwest corner of Indian School and 99th Avenue from Agricultural (AG) to Planned Area Development (PAD) pursuant to ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, all due and proper notices of public hearings on the intended amendment to be held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the City Council were given in the time, form, substance and manner provided by Ariz. Rev. Stat. § 9-462.04; and

**WHEREAS**, the Commission held a public hearing on Thursday, August 16, 2007, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04 and unanimously recommended approval; and

**WHEREAS**, the City Council held a public hearing regarding the amendment to the Zoning Atlas on October 1, 2007.

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

**SECTION 1.** That ± 160 acres of certain real property generally located at the southwest corner of Indian School and 99th Avenue as shown in filename Z-06-13 (the “Property”), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD) subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan and narrative dated August 2, 2007, except as modified by these stipulations.
2. The North Avondale Specific Plan must be amended to allow the height increase as proposed for this project.

3. The Master Circulation Plan shall be revised to include a connection to the existing traffic signal at 103rd Avenue and Indian School Road.
4. Full traffic impact analysis reports shall be required at master site plan. Additional comments will be forthcoming based on review and results of traffic study.
5. Cost contribution for traffic signals shall be required as follows: 50% for Indian School & 100th Avenue, 50% for Clarendon Avenue & 99th Avenue, and 25% for potential future signal at 99th Avenue & Osborn and all improvement costs for modifying the existing traffic signal and driveway at Indian School & 103rd Avenue. Additional contribution toward any other traffic signals as identified in the results of future traffic studies may be required.
6. Medians shall be required on Indian School and 99th Avenue and channelized access at non-signalized intersections shall be required based on results of the traffic impact analysis at master site plan. The intersection of Indian School Road and the proposed minor collector will have restricted access.
7. 100th Avenue south of Indian School Road will be required to be widened to support turn lanes and other intersection needs at the signalized intersection.
8. Traffic calming features will be required at master site plan to discourage cut-through traffic and excessive speeds on collectors.
9. Pedestrian-friendly design elements shall be required with the proposed collector roadway.
10. Bus pull-out bays and concrete bus pads per City of Phoenix Standard details including additional right-of-way for bus pull-out bays and pads will be required at master site plan.
11. Additional right-of-way shall be required as needed for deceleration lanes, turn lanes, and transit stops, to include intersections.
12. A comprehensive sign package shall be submitted at time of master site plan submittal for review and approval by Planning staff.
13. All water rights on the property shall be conveyed to the City of Avondale, excluding any water rights for the potential water feature, prior to recordation of the final plat.
14. Public Art shall be incorporated at the southwest corner of 99th Avenue and Indian School Road.

15. Office/Commerce Park District, Permitted Uses 'K & L' shall be amended as follows:
- K. 'Retail sales of new merchandise provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use' and
  - L. 'Warehousing and/or inventory provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use.'
16. The following use shall be prohibited in all districts: Indoor and outdoor shooting ranges, fairgrounds, amusement parks, commercial racetrack, rodeo grounds, and ambulance service facility.

SECTION 2. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, October 1, 2007.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED:

---

Andrew J. McGuire, City Attorney

**EXHIBIT A**

Parcel No. 1:

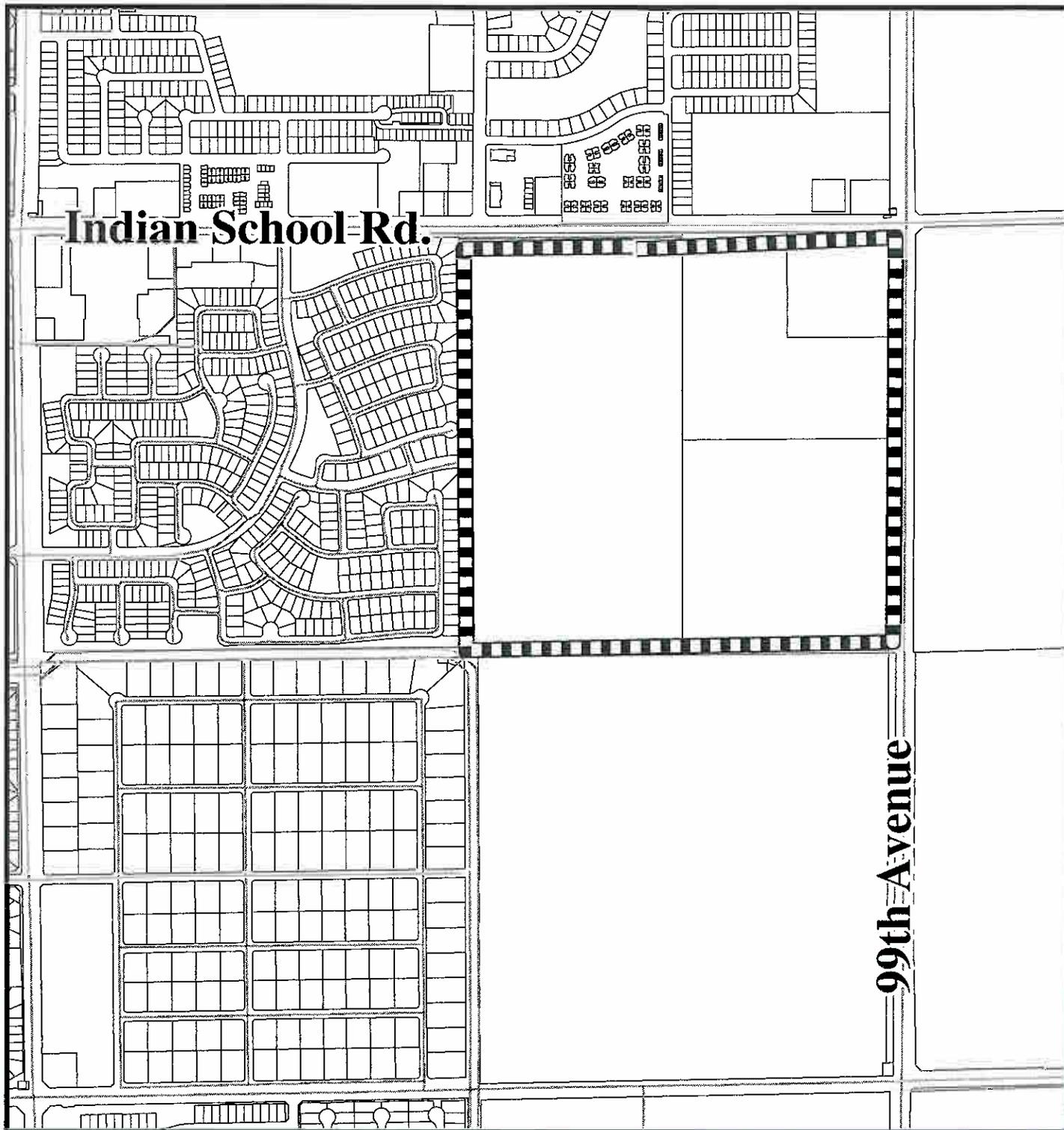
The East half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northeast quarter of the Northeast quarter of the Northeast quarter.

Parcel No. 2:

The West half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

*Entorno*

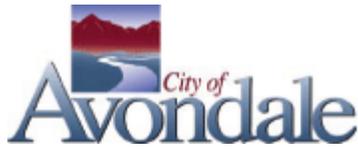


### Zoning Vicinity Map



Subject Property





# DEVELOPMENT SERVICES

**SUBJECT:**  
Site Plan - Avondale Coldwater I (continued from  
9/4/07)DR-06-20

**MEETING DATE:**  
October 1, 2007

**TO:** Mayor and Council  
**FROM:** Scott Wilken, Senior Planner (623)333-4016  
**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** Site plan approval for Avondale Coldwater I

**PARCEL SIZE:** 8.3 acres

**LOCATION:** Northwest corner of Coldwater Springs Blvd. and Avondale Blvd.

**APPLICANT:** Ms. Darlene Moore, Cawley Architects, Inc.

**OWNER:** Benton Gaynes, Wickes Development Corporation

**BACKGROUND:**

On September 4, 2007, the City Council heard a request for site plan approval for Avondale Coldwater I. During discussion, the Councilmembers stated that they would not approve the site plan with the building architecture as presented. The Council voted unanimously to continue the item to allow staff and the applicant to amend the building elevations in order to create architecture that more closely meets Council's goals for development along Avondale Boulevard.

**SUMMARY OF REQUEST:**

The attached building elevations and architectural rendering have been amended based on Council's discussion at the September 4, 2007, meeting.

The staff report from the September 4, 2007, meeting is attached.

**RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** application DR-06-20, subject to the following stipulations:

1. The development shall conform to the site plan, conceptual landscape plan, elevations, phasing plan, project narrative, and comprehensive sign package all dated September 24, 2007, and the photometric plan dated August 8, 2007, except as modified by these stipulations.
2. In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance, the approval of the site plan shall expire within one year of approval if a building permit has not been issued.
3. Final landscape plans shall be approved prior to the issuance of a building permit.
4. Prior to the issuance of a certificate of occupancy for any building, a cross access easement shall be recorded allowing access between the subject property and the proposed shopping center to the north.
5. All trees planted in the landscape buffer along the western property line shall be a minimum size of 24" box.
6. Final construction documents shall include a water connection to Avondale Boulevard in a location that

will not require the fire line to be constructed under any area used for storm water retention.

**ATTACHMENTS:**

Click to download

[DR-06-20 Exhibits A-G](#)

[DR-06-20 Exhibit H](#)

**FULL SIZE COPIES (Council Only):**

Revised color renderings (11x17); Site Plan (24x36); Landscape Plan (24x36); Phasing Plan (24x36); Black and White Elevations (24x36); Comprehensive Sign Package (8.5x11)

**PROJECT MANAGER:**

Scott Wilken 623-333-4016

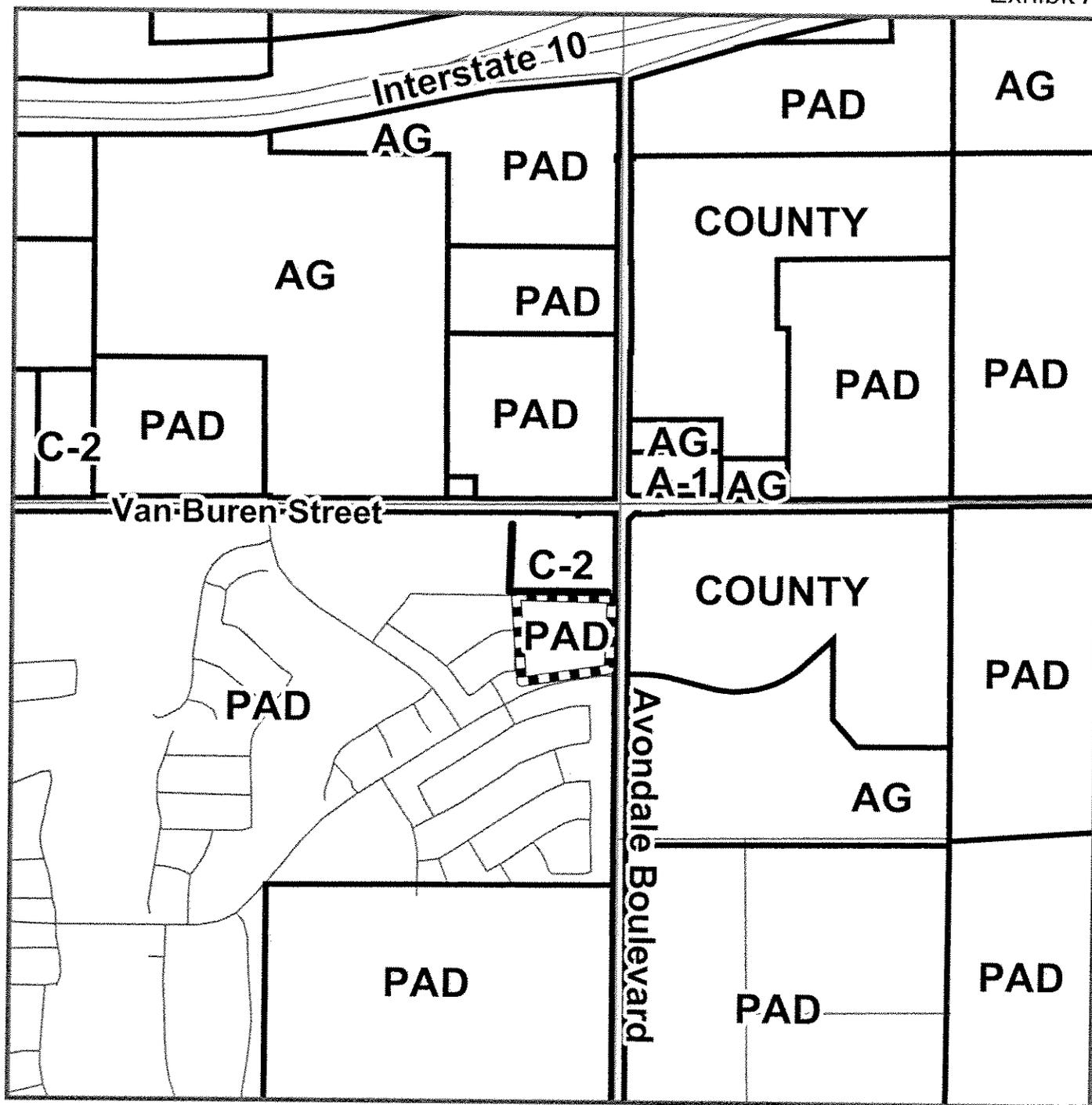
DR-06-20

Avondale Coldwater I

October 1, 2007 City Council

List of exhibits

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photo 2006
- Exhibit C - Summary of Facts
- Exhibit D - Project Narrative dated September 24, 2007
- Exhibit E - Minutes of the August 16, 2007 Planning Commission meeting
- Exhibit F - Minutes of the September 4, 2007 City Council meeting
- Exhibit G - Staff report for DR-06-20 from September 4, 2007 City Council meeting
- Exhibit H - Comparison of architectural renderings

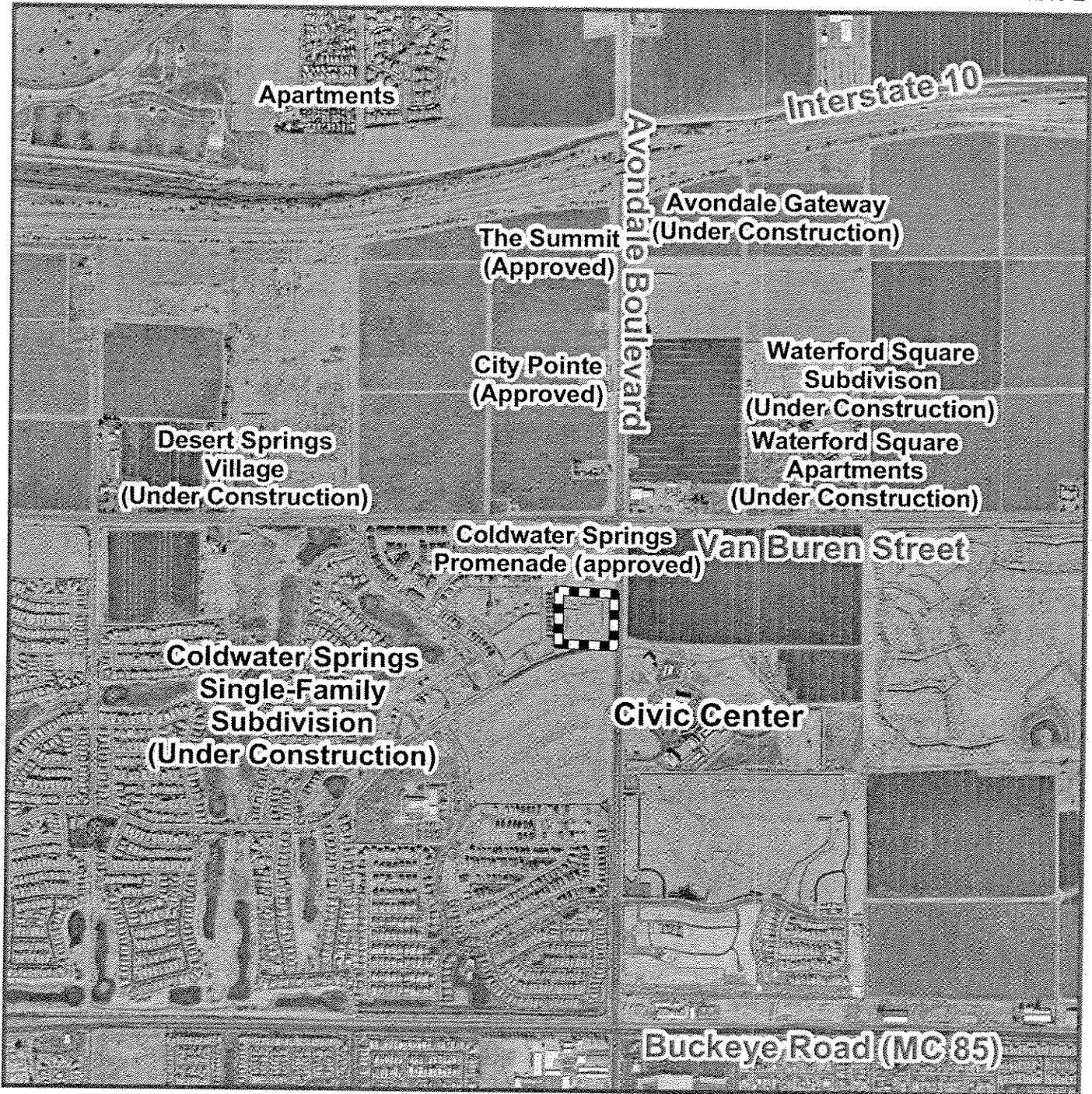


### Zoning Vicinity Map DR-06-20



Subject Site





**Air Photo 2006  
DR-06-20**



Subject Site



*SUMMARY OF RELATED FACTS**APPLICATION DR-06-20*

<i>THE PROPERTY</i>	
PARCEL SIZE	8.3 acres
LOCATION	Southwest Corner of Avondale Boulevard and Coldwater Springs Boulevard
PHYSICAL CHARACTERISTICS	Site is relatively flat
EXISTING LAND USE	Vacant
EXISTING ZONING	Planned Area Development District (PAD)
ZONING HISTORY	The site was rezoned from Agricultural (AG) to Planned Area Development (PAD) on March 17, 1997 as part of the Coldwater Springs PAD
DEVELOPMENT AGREEMENT	The Development Agreement for Coldwater Springs was approved in 1997. There are no outstanding issues affecting this proposal.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Vacant, zoned C-2 (Coldwater Springs Promenade)
EAST	Agricultural , Maricopa County
SOUTH	Residential, zoned PAD (Coldwater Springs)
WEST	Residential, zoned PAD (Coldwater Springs)
<i>GENERAL PLAN</i>	
The subject property is designated as Commercial on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton and Tolleson Union Schools
ELEMENTARY SCHOOLS	Collier Elementary (K-8)
HIGH SCHOOL	La Joya Community High School

***STREETS***

**Coldwater Springs Boulevard**

Classification	Collector
Existing half street ROW	35 feet
Standard half street ROW	35 feet
Existing half street improvements	One travel lane and ½ center turn lane, curb and gutter, street lights
Standard half street improvements	One travel lane and ½ center turn lane, bike lane, curb and gutter, detached sidewalk, street lights, and landscaping.

**Avondale Boulevard**

Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	3.5 paved travel lanes, bike lane, curb, gutter, street lights.
Standard half street improvements	3.5 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping.

***UTILITIES***

There is a 24" waterline in Avondale Boulevard and a 12" waterline in Coldwater Springs Boulevard adjacent to the site.

There is an 18" sewer line in Avondale Boulevard and an 18" sewer line in Coldwater Springs Boulevard adjacent to the site.



**To:** Planning and Zoning Commission  
City of Avondale  
DR-06-20

**From:** Michael Jorgenson

**Subject:** Project Narrative for Avondale Coldwater I

**Date:** Tuesday, August 07, 2007, REVISED: Monday, September 24, 2007

## Project Narrative

This is a request for Planning and Zoning Commission approval for the Avondale Coldwater I project, including the Landscape, Electrical, Architectural Site Plan and Exterior Elevations.

The property is located within the PAD zoning district on approximately 7.08 Net Acres (308,564 S.F.). This is a multi-building 73,743 square foot mixed use project for Victory Capital Corp. There will be two (2) single-story retail buildings along Avondale Boulevard totaling 22,086 S.F. A two (2) single-story and one (1) two-story building office court of 45,782 S.F. will accompany the retail buildings to the rear along Coldwater Boulevard.

Ingress and egress to the property is accomplished via a main drive along Avondale Boulevard, with a secondary point of access located off of Coldwater Boulevard, as well as, to the shopping district to the north through a cross access agreement. These driveways allow safe and convenient access to the site and provide an identifiable traffic flow, and Fire Truck access in case of fire or catastrophes.

Off street parking is provided at a ratio of 1 space for 300 square foot for the Retail buildings with additional parking provided at 1 space per 50 square foot in case of restaurant tenants. The Office Court provides off street parking at a ratio of 1 space per 250 square foot. All ratios exceed the zoning ordinance.

The five (5) buildings are designed around a central court access by a Project Boulevard. The boulevard is accented through vertical elements in the landscape, architecture and electrical features. Architectural towers on the retail buildings frame the drive and access to the office court, with a focus on the central tower of the 2 story office building. Date palms continue the rhythm of the towers along the Project Boulevard, centering the project and creating a focal point for the burgeoning City Center. Lighting features further enhance the vertical rhythm, bringing a flare of history to the Boulevard.

The boulevard is similarly paved to create rhythm and a sense of arrival. Decorative stamped asphalt field patterns with exposed aggregate concrete circles are used to demark traffic intersections and pedestrian crossings. Pedestrian crossings at the

towers of building A, B and D are flush with the drive surface, separated by decorative bollards. Angled parking is provided along the retail center with 90 degree parking within the office court. These spaces use parking stops and porcelain traffic buttons for accents.

A safe pedestrian route is designed a Project Boulevard to provide an enhanced and shaded access from the public right of ways. The pedestrian walkway is enhanced through patterned concrete sidewalks broken with rhythmic salt finish concrete strips. Dated palms, canopies and trellises shade the pedestrian areas from Avondale Boulevard to the central office court. Trellises and canopies are repeated through out the project to provide a unity of design and pleasant pedestrian circulation throughout the site.

Additional design features include monument signage along Avondale and Coldwater Boulevards, lighted stone pylons at the Avondale Boulevard pedestrian access points and a stone water feature in front of building D. The monument sign is an EIFS trowelled finish resting on a stone base with the name of the project listed. There will be limited space for tenant signage pursuant to the Comprehensive Signage Package. Three 10 foot tall stone pylons will accent the monument signage and will be lighted from within. Parking screen walls will be EIFS trowelled CMU walls. A water feature will spring beneath the balcony of the 2 story building. 3 5 foot tall walls will meet within a pool, spilling water into said pool.

A phasing is provided with the attached documents.

The 5 buildings provide four-sided Architectural design for each building and conform to the zoning requirements for the PAD district; including setbacks, lot coverage and building height and parking ratios. Each provides varying facades, parapets and fenestration to create a cohesive design that is complimentary between the structures. Each building creates solar relief through the tailored use of canopies, soffits, trellises and 1" insulated glazing.

The Project Boulevard is the primary feature and focal point of the project, as stated above. All buildings provide entrances and additional detail to create pedestrian activity along side the Boulevard. These features continue to animate the facades facing Avondale Boulevard and in reduced fashion along the remaining edges of the site. The towers along the Boulevard and roofed with Standing Seam Metal.

The retail buildings are sited along Avondale Boulevard, providing the easiest access and greatest amount of activity. Each building is constructed of CMU and are painted in a desert suede color scheme to provide a warm and inviting feeling. Stone and EIFS are selectively used to ground the structures in the ancient building traditions of Arizona and Tuscany, respectively, providing rhythm and greater tactility to the design. The use of canopies, towers, soffits and trellises incorporate these traditions to provide shaded walkways and identity for the prospective tenants. Signage will be understated, yet elegant pursuant to the Comprehensive Signage Package. Spaces at either end of the buildings is design for possible restaurant tenants, although outdoor seating under cover may be more limited at the north end of Building B.

The Office Court was designed as a transition buffer between the retail center along Avondale and the residential neighborhood along the western property line, decreasing activity as one crosses the site. All buildings are design with Class A tenants in mind, both in space planning and material choices. All 3 buildings are CMU structures with EIFS selectively used to create rhythm and variety. All are painted in a desert suede color scheme to provide a warm yet professional setting. The use of

canopies, towers, soffits and trellises provide shaded walkways and connect the office court to the retail center. Signage will be understated, yet elegant pursuant to the Comprehensive Signage Package. The single Story offices use of painted CMU is intended to signify entry, while EIFS is used to designate office areas.

The 2 story office building grounds the structure with EIFS, providing a shaded walkway on the east elevation, while serving as a wainscoting and signage header around the conditioned spaces. These latter spaces are constructed of painted CMU with a few sections of EIFS along the West Elevation. The Central Tower forms the focal point of the office court. Here the elevator and main stair can be found leading to a balcony. The second floor breeze way canopy provides shelter from the weather for the stairs and access to the second floor tenants.

The overall use of this site is intended to accommodate the growing business needs of the residents of the City of Avondale Through the combination of Architectural and Landscape Design, this project will create a community for the citizens of Avondale where they can work, shop and be merry in pleasant surroundings.

Thank you in advance for your consideration with this project.

**REVISION:**

Building colors have been revised to increase the articulation of the building design by enhancing major elements. The reds and oranges add contrast to the greens and stone elements, further defining individual tenant suites. The colors add warmth and welcome patrons to the complex. The new colors emphasize the corner tower elements, adding emphasis to the Project Boulevard.

The trellises along buildings C and E have been exchanged for canopies similar to those at the retail entrances. The canopies on the corners of these buildings have been further emphasized to become trellis features. Together, these exchanged elements help tie the project together by reinterpreting the elements at the front of the project.

Together, these changes will help transition the higher densities planned along Avondale Boulevard to the existing residential densities of the neighborhood to the south and west. This project will be a place where these neighbors can feel safe to walk and ride bikes to, as well as drive. We are excited to be a part of the making of a new Avondale.

Sincerely,



Michael Jorgenson  
Project Director  
Cawley Architects, Inc.

## EXHIBIT E

**Excerpt of the Minutes of the regular Planning Commission meeting held August 16, 2007 at 7:00 p.m. in the Council Chambers.**

### COMMISSIONERS PRESENT

Linda Webster, Commissioner  
Lisa Copeland, Commissioner  
David Iwanski, Commissioner  
Edward Meringer, Vice Chair  
Michael Alcorn, Commissioner  
Alan Lageschulte, Chairperson  
Kevin Grimsley, Commissioner

### CITY STAFF PRESENT

Tracy Stevens, Planning Manager  
Megan Neal, Planner II  
Eric Morgan, Planner II  
Scott Wilken, Senior Planner  
Alice Barlow, Sr. Admin. Clerk

### **APPLICATION**

DR-06-20

### **APPLICANT**

Ms. Darlene Moore, Cawley Architects  
730 N. 52<sup>nd</sup> St., Phoenix, AZ

### **REQUEST**

The applicant is requesting master site plan approval for Avondale Coldwater I. The property is located at the northwest corner of Coldwater Springs Blvd. and Avondale Blvd. Staff Contact: Scott Wilken (623) 333-4016.

Scott Wilken, Senior Planner, showed the Commission slides as he described the subject property, stating the property is zoned PAD, consists of 8.3 acres, is currently vacant, and is located across from City Hall. Mr. Wilken stated the Site Plan includes five buildings: two multi-tenant retail/restaurant buildings, two single-story office buildings, and one two-story office building, and he described the vehicular access and extensive landscaping to include a 10 foot landscape buffer from the residential property to the west boundary, and a fountain in front of the office building. He described the architecture as contemporary southwestern style comprised of smooth-faced block and stucco over the block. Mr. Wilken informed the Commission that the project would be built in phases: Phase I to include one of the multi-tenant retail/restaurant buildings and the full width of both driveways on the north and west sides of that building; Phase II to include the three office buildings; and Phase III to include the remaining multi-tenant retail/restaurant

building. Mr. Wilken continued his slide show, showing elevations of the buildings and architectural features.

Mr. Wilken summarized his presentation, stating Staff believes that the Site Plan meets the objectives of the General Plan and the Freeway Corridor Specific Plan, the requirements of the Coldwater Springs PAD zoning, and it meets the requirements of the City of Avondale Zoning Ordinances. Mr. Wilken informed the Commission that Staff recommends approval of the proposed Site Plan subject to six stipulations. He informed the Commission the applicant was present to answer questions.

Chairperson Lageschulte invited questions for Staff. Chairperson Lageschulte asked if any neighborhood meetings had been held. Mr. Wilken responded that Site Plans were non-public hearing items; therefore, a neighborhood meeting had not been required. Chairperson Lageschulte queried therefore all the houses in back of the proposed two-story building did not know it was being built. Mr. Wilken responded the public notification for Site Plans involves letters of notification to all property owners within 500 feet; thus, all property owners were notified. Chairperson Lageschulte stated Cawley Architects, Inc. was currently working with Avondale to design the entry gateway to Avondale on Avondale Blvd., and the drawings look nice. He asked did Mr. Wilken and the Staff believe this Site Plan was a good project for a nice entryway into Avondale. Mr. Wilken responded Staff does believe this project will fit in well with Avondale's vision for that area, and it will also fit in well with the Civic Center Campus.

Commissioner Copeland asked, if this was a property that City employees would be frequenting for lunch and dinner, would this be the time to discuss pedestrian crosswalks. Mr. Wilken informed the Commission that the Site Plan would include sidewalks on both Avondale Blvd. and Coldwater Springs Blvd. to help people from the Civic Center or from the neighborhood to get to the site. He stated the crosswalks would be discussed with the Traffic Engineering division. Commissioner Copeland commented she would like to have that conversation prior to a pedestrian being hit. Mr. Wilken assured Commissioner Copeland he would bring it up to Staff tomorrow.

Commissioner Iwanski inquired about bus bays. Mr. Wilken responded that the bus pull-in/pull-out requirements are referred to as far-side bus bays located at every mile and every half mile street. He stated this intersection is not a mile or half mile intersection, but there is a bus stop at the Civic Center and up closer to Van Buren.

Commissioner Alcorn remarked that the two driveways on Coldwater Springs Blvd. should be addressed, as they were accidents waiting to happen. Mr. Wilken stated he would bring that up tomorrow with the Traffic Engineer.

Chairperson Lageschulte asked for further questions, and on hearing none, thanked Mr. Wilken for his presentation. He then invited the applicant to address the Commission.

Michael Jorgensen, Cawley Architects, Inc., 730 N. 52<sup>nd</sup> St., came forward and stated they were in agreement with the stipulations, and he was open to answer questions.

Chairperson Lageschulte invited questions for the applicant.

Vice Chair Meringer asked if the office space would include general office, medical, and mixed variety. Mr. Jorgensen stated the office space would be Class A, general office.

Commissioner Copeland inquired if the restaurants had been identified, who would be the tenants. Mr. Jorgensen replied the restaurants had not currently been identified, but marketing would start after this process. Commissioner Copeland asked Mr. Jorgensen to consider small mom & pop shops, not only as far as restaurants, but for retail as well. She thanked the applicant for choosing Avondale for this project.

Commissioner Grimsley asked what about this particular development would attract tenants away from other unoccupied office spaces. Mr. Jorgensen responded the level of architecture and the layout, and particularly the campus feeling, would be more desirable, as well as the good circulation and the location just south of the freeway. Commissioner Grimsley stated that while the architecture and palette was beautiful, it was very similar to a lot of the other buildings in the Southwest Valley, and he was wondering what would differentiate these office buildings from the rest, and he would hate to see it unoccupied. Mr. Jorgensen replied his client would hate that too, but from market studies they did not believe that would be a problem.

Chairperson Lageschulte asked for further questions for the applicant, and hearing none, opened the item for public hearing.

Page Hannah, 201 S. 122<sup>nd</sup> Dr., Avondale, AZ, stated she had received the packet as an Alternate Commissioner and was not very impressed, as the architecture looks like a school, especially the two-story building. She stated she is hoping that the palm trees that will be added would take away some of the boxy appearance. Ms. Hannah stated this Site Plan shows Tuscan roofs, which are prevalent in Avondale. She expressed a hope for more base planting around the property to soften the edges.

Chairperson Lageschulte asked for further questions for Staff or the applicant, and hearing none, asked for a motion. Commissioner Iwanski moved that the Planning Commission accept the findings and recommend approval of application DR-06-20, a request for Site Plan approval of Avondale Coldwater I subject to the six stipulations recommended by Staff, adding that Staff also look at softening the edges in terms of additional landscaping. Commissioner Copeland seconded the motion.

Chairperson Lageschulte opened the floor for discussion.

Commissioner Alcorn expressed that as far as the landscaping, he was tired of palm trees and has yet to see a live oak or pecan tree in the City of Avondale; although, they have been promised in many places. He stated he would love to see oak and pecan trees planted among these buildings.

Chairperson Lageschulte remarked in response to Ms. Hannah's comments, that as far as the buildings go in Avondale, most of the time the problem is with Staff and with everyone saying we need a southwest design, and his argument is that we need some diversity in the City. He stated this agenda could be brought out when the plans come before the Commission, and he would be for diversity in building design, especially along Avondale Blvd., and he would almost guarantee it would pass, as everyone is tired of seeing all the same buildings, designs, and colors. He continued, commenting the Planning Commission has been trying to work on this problem and has been on Staff about the problem in the past, and will continue to be on Staff in search of diversity. Chairperson Lageschulte added the Commission had achieved diversity at McDowell Rd. and 99<sup>th</sup> Ave. and will keep on it.

Commissioner Grimsley stated the roof appeared to be a grayish-brown, steel roof, and as this is the gateway to Avondale and directly across from the Civic Center, it is not what he would expect to be along that corridor as far as the architecture or the color.

Chairperson Lageschulte reiterated the motion from Commissioner Iwanski, who moved that the Planning Commission accept the findings and recommend approval of application DR-06-20, a request for Site Plan approval of Avondale Coldwater I subject to the six stipulations recommended by Staff, adding that Staff also look at softening the edges in terms of additional landscaping, and that Commissioner Copeland seconded the motion. Chairperson Lageschulte called for a Roll Call vote.

#### ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Nay
Commissioner Iwanski	Aye

The motion passed with 6 Ayes, 1 Nay.

**EXHIBIT F**

**City Council Minutes - Regular Meeting of September 4, 2007**

Minutes of the Regular Meeting held September 4, 2007 at 7:05 p.m. in the Council Chambers.

**MEMBERS PRESENT**

Mayor Lopez-Rogers and Council Members

Chuck Wolf, Vice Mayor  
Jim Buster  
Frank Scott  
Ken Weise  
Jason Earp  
Betty Lynch

**ALSO PRESENT**

Charlie McClendon, City Manager  
Andrew McGuire, City Attorney  
Shirley Gunther, Intergovernmental Affairs Manager  
Scott Wilken, Senior Planner  
Kelly LaRosa, Traffic Engineering Department  
Linda Farris, City Clerk

**SITE PLAN FOR AVONDALE COLDWATER I (DR-06-20)**

The Council considered a request for Site Plan approval for Avondale Coldwater, an 8.3 acre shopping center with retail and office uses located on the northwest corner of Coldwater Springs Blvd. and Avondale Blvd.

Scott Wilken, Senior Planner, described the subject property as zoned PAD and described the surrounding properties and vehicular access. He stated the site would include two single-story retail/restaurant buildings, two single-story office buildings, and one two-story office building, and extensive landscaping to include a 10' wide landscape buffer adjacent to the residential. Mr. Wilken described the hardscape as stamped, colored asphalt, porcelain traffic inserts and a fountain. He informed the Council the shopping center is proposed to be completed in three phases, the first phase being one of the retail/restaurant buildings and two of the driveways, phase two being three of the office buildings, and phase three being the remaining retail/restaurant building. Mr. Wilken then showed the Council slides of the architecture and elevations. He informed the Council that Staff

believes that the site meets the objectives of the General Plan and the Freeway Corridor Specific Plan, it is consistent with the Coldwater Springs PAD Zoning, and it meets the requirements of the City of Avondale Zoning Ordinance. He stated the Planning Commission recommended approval subject to the six staff recommended stipulations. Mr. Wilken invited questions from Council.

Council questioned a shortage of parking spaces if medical office tenants were in this shopping center. Mr. Wilken replied if the report reflected that fact, it was incorrect, because the Site Plan was designed for general office which has a requirement for one parking space for every 250 feet, while medical office requires one parking space for every 200 feet. He informed the Council that the architect had proposed the Site Plan at one parking space for every 250 feet, but Staff had recalculated the plan to make sure that if all the office space was used for medical office, that there would be enough parking, and that is the case.

Council asked about questions that Planning and Zoning had regarding engineering. Mr. Wilken clarified he had checked with the Engineering Department on all questions and everything was okay. Council discussed the use of metal roofs. Mr. Wilken stated they had tried to minimize the use of metal roofs, and he had been talking to the applicant who may be willing to use something other than metal on the roofs if it is a concern of the Council. Council expressed discontent with the appearance of the building, stating there was no life to the style of the building, it looked like an elementary school, it looked like the building on every street corner, it needs different architectural designs and that it needed to be spruced up and needed color. Mr. Wilken responded the key features of this site are the extensive landscaping and the stamped, colored asphalt, as well as the palm trees lining the main stretch. He reiterated that the applicant was willing to work with the Council to create whatever vision they wanted and Council could add stipulations.

Some Council Members stated the metal roofs add an architectural accent. Council Members agreed this project has to go back to the developer as this does not help the City achieve its goals for Avondale Blvd.

Council continued to discuss the metal roofs, and stated they be anodized so the color is permanent.

Vice Mayor Wolf stated on projects fronting Avondale Blvd., he would like to see the signage package for the projects.

Scott Wilken stated the sign package criteria was meant to be included in Councils' packets.

Sherman Cawley, Cawley Architects, Inc. replied they could return in two weeks and they understood the comments made tonight. He stated they had spent quite a bit of time developing the individual elements for each of the suites because they face Avondale Blvd. and took time to create the pedestrian circulation path that ties all five buildings together. He pointed out that the back of the retail buildings have a concerted pedestrian walkway that ties them to the other three office buildings in back to make a path that connects to the street and provides integrity to the pedestrian environment inside the courtyard of the facility. Mr. Cawley stated they were open to the colors and working with Staff and Council.

Mr. Cawley stated they had designed the project eight months ago and started with the City six months ago, and thus had not been privy to Council's current thinking, and they would like an opportunity to update their plans because it would make a better project all the way around.

Vice Mayor Wolf moved to continue the request for Site Plan approval for Avondale Coldwater I (DR-06-20) to September 17, 2007. Council Member Lynch seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Scott	Aye
Council Member Buster	Aye
Mayor Lopez-Rogers	Aye

Vice Mayor Wolf                      Aye

Council Member Lynch                Aye

Council Member Weise                Aye

Motion carried unanimously.



# DEVELOPMENT SERVICES <sup>Exhibit G</sup>

**SUBJECT:**  
Site Plan for Avondale Coldwater I (DR-06-20)

**MEETING DATE:**  
September 4, 2007

**TO:** Mayor and Council  
**FROM:** Scott Wilken, Senior Planner (623)333-4016  
**THROUGH:** Charlie McClendon, City Manager

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**REQUEST:** Site Plan approval for Avondale Coldwater I

**PARCEL SIZE:** 8.3 acres

**LOCATION:** Northwest corner of Coldwater Springs Blvd. and Avondale Blvd. (See Exhibit A and B)

**APPLICANT:** Ms. Darlene Moore, Cawley Architects, Inc.

**OWNER:** Benton Gaynes, Wickes Development Corporation

## **BACKGROUND:**

The subject property is part of the Coldwater Springs Planned Area Development (PAD) and was designated for C-2 uses by the PAD. The subject property was annexed in 1997 and zoned AG (Agriculture), and was later rezoned to PAD on March 17, 1997.

A development agreement was signed in 1997 for the Coldwater Springs PAD. There are no outstanding issues related to this proposed development.

## **SUMMARY OF REQUEST:**

1. The applicant is requesting site plan approval for an 8.3 acre shopping center with retail and office uses. The center includes 2 single-story retail/restaurant buildings with a total gross floor area of 23,591 square feet; 2 single-story office buildings with a total gross floor area of 22,496 square feet; and 1 two-story office building with an area of 11,418 square feet for each floor. The site will have a total of 45,782 square feet of office space and 22,086 square feet of retail and restaurant space.
2. Vehicular access will be provided by a right-in/right-out driveway on Avondale Boulevard and a full-access driveway on Coldwater Springs Boulevard. Cross access will be provided to the shopping center to the north, known as Coldwater Springs Promenade, following completion of the center.
3. The proposed architecture is a contemporary southwestern style comprised of smooth-faced block, and stucco over block. Architectural detailing and appropriate treatment will be included on all four sides of all buildings. Accent features include fieldstone and standing seam metal roofs.
4. The two-story office building has a height of 33' to the roof deck, with an architectural embellishment for the standing seam roof, for a peak height of 40'. The single-story buildings have a height of 26' to the roof deck, and a total peak height of 34'.

## **PARTICIPATION:**

A letter of notification and a copy of the site plan were mailed on June 8, 2006 to 75 property owners within 500 feet of the property. Notices were mailed to the Littleton School District Superintendent and the Tolleson High School Director of Facilities on June 8, 2006. No comments have been received to date.

## **PLANNING COMMISSION ACTION:**

The Planning Commission considered this item at their meeting on August 16, 2007 and voted 6-1 to recommend **APPROVAL** of this request subject to the following stipulations:

1. The development shall conform to the site plan, conceptual landscape plan, elevations, phasing plan, photometric plan, project narrative, and comprehensive sign package all dated August 8, 2007, except as modified by these stipulations.
2. In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance the approval of the site plan shall expire within one year of approval if a building permit has not been issued.
3. Final landscape plans shall be approved prior to issuance of a building permit.
4. Prior to the issuance of a certificate of occupancy for any building, a cross access easement shall be recorded allowing access between the subject property and the proposed shopping center to the north.
5. All trees planted in the landscape buffer along the western property line shall be a minimum size of 24" box.
6. Final construction documents shall include a water connection to Avondale Blvd. in a location that will not require the fire line to be constructed under any area used for storm water retention.

#### **ANALYSIS:**

##### *General Plan and Specific Plan*

The site is designated Commercial in the General Plan. The existing PAD zoning is consistent with these plans. The type and scale of development is consistent with the General Plan and the approved PAD zoning.

##### *Compatibility with Surrounding Land Uses*

The Coldwater Springs single-family subdivision is adjacent to the west boundary of the site. The buildings are setback a minimum of 72' from the closest residences to the west. All buildings exceed the minimum setback of 25' for single-story and 50' for two-story.

A 10' landscape buffer is proposed on the west boundary of the site that includes 24" box sissou trees to act as a buffer for the adjacent subdivision.

There is currently a 6' screen wall along the perimeter of the residential subdivision to the west. A combination of 3' masonry screen wall and 3' landscape berm is proposed along the eastern and southern sides of the development, screening the parking lot and drive aisle from off site.

Light poles have been located approximately 40 feet from the neighboring residential property lines and will be a maximum of 22'6" tall. This is less than the 25' height limit required by the Zoning Ordinance.

All lights in the parking lot will be fully shielded and directed downward. Lights mounted on the underside of the parking canopies will be screened from off site views by structural members in the canopy. Light levels will not exceed 1 footcandle at the property lines.

Refuse containers are dispersed throughout the parking lot. The closest containers are approximately 55' from the nearest residential lot and will be separated from the lot by a 10' landscape buffer, 24' drive aisle, and covered parking spaces.

##### *Building Materials, Colors and Design*

A contemporary southwestern style of architecture will be utilized throughout the proposed development. The proposed colors are desert earth tones of brown with a muted red accent for the standing seam roof features. All buildings in the center will feature quality architectural design features on all four sides of the buildings.

The parking lot will include 68 covered parking spaces. The canopies will include a full fascia on all sides and will be painted and treated to match the buildings.

### *Access, Circulation, and Parking*

The two proposed entrances will provide sufficient access to the site. The existing traffic signal located at the intersection of Coldwater Springs Boulevard and Avondale Boulevard, will allow the flow of traffic to the site from Coldwater Springs Boulevard.

A traffic study has been reviewed and approved by the Engineering Department. The proposed access points and improvements are consistent with the traffic study.

The zoning ordinance requires one parking space for every 250 square feet of general office use, one space per 300 square feet of retail, and one space for every 50 square feet of public space in restaurants. Based on the usage and gross floor area of the development, 319 parking spaces are required. The site plan shows 372 parking spaces, including 68 covered spaces and 14 handicapped accessible spaces. Note: The parking requirements for the proposed development were based on the general office requirements in the Zoning Ordinance, 1 space per 250 square feet. The Zoning Ordinance requires 1 space per 200 square feet for medical office. If the office space proposed in this development was used for only medical office, an additional 45 parking spaces would be required. The proposed site plan includes enough parking spaces for the office buildings to be used for medical or general office.

The site plan includes stamp pattern paving for pedestrian crosswalks in the parking lot to help delineate crosswalks in the drive aisles, as well as at internal driveway intersections.

### *Landscaping*

A master landscape plan has been provided. Right-of-way landscaping is included in the preliminary landscape plan and is required as part of the development of the site. Final landscape plans will be submitted and approved by staff prior to the issuance of a building permit.

The master landscape plan is proposed to be a xeriscape theme using plants from the Arizona Department of Water Resources list. The landscape plan meets city standards and will compliment the adjacent property and further the character of the development.

A series of berms and three-foot high screen walls will be installed along Coldwater Springs Boulevard and Avondale Boulevard to screen the parking lot.

### *Signage*

A comprehensive sign package has been submitted with the site plan. The sign package requires that all wall signage be a unified color. If lighting is to be used, the signs will utilize halo backlighting. Visible raceways are prohibited. All wall signs will require a separate permit and are required to comply with the comprehensive sign package.

### **FINDINGS:**

The proposed site plan meets the following findings:

- It meets the objectives of the General Plan and Freeway Corridor Specific Plan.
- It meets the requirements of the Coldwater Springs PAD Zoning.
- It meets the requirements of the City of Avondale Zoning Ordinance.

### **RECOMMENDATION:**

Staff recommends that the **APPROVE** the proposed site plan subject to the six stipulations recommended by the Planning Commission.

### **PROPOSED MOTION:**

I move that the City Council accept the findings and **APPROVE** application DR-06-20, a request for master site plan approval for Avondale Coldwater I, subject to the 6 stipulations recommended by the Planning Commission.

**ATTACHMENTS:**

Click to download

[D DR-06-20 Avondale Coldwater I Exhibits A-H](#)

**FULL SIZE COPIES (Council Only):**

Master Site Plan dated August 8, 2007 (24 x 36); Conceptual Landscaping Plan dated August 8, 2007 (24 x 36); Black and White Building Elevations dated August 8, 2007 (24 x 36); Color Building Elevations dated August 8, 2007 (24 x 36); Phasing Plan dated August 8, 2007 (24 x 36); Photometric plan dated August 8, 2007 (24 x 36); Comprehensive sign package August 8, 2007 (24 x 36)

**PROJECT MANAGER:**

Scott Wilken, Senior Planner



Original rendering looking into the shopping center facing west



Revised rendering looking into the shopping center facing west



Original rendering of one-story office building facing northwest



Revised rendering of one-story office building facing northwest



Original rendering of two-story office building facing west



Revised rendering of two-story office building facing west



Original rendering of retail building facing west



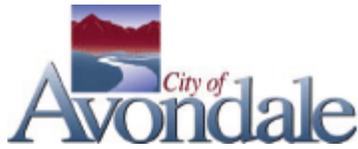
Revised rendering of retail building facing west



Original rendering of shopping center from intersection facing northwest



Revised rendering of shopping center from intersection facing northwest



# DEVELOPMENT SERVICES

**SUBJECT:**  
Master Site Plan for Harbor Shores Executive Park & Garage Town and Final Site Plan for the same except one pad (DR-07-5)

**MEETING DATE:**  
October 1, 2007

**TO:** Mayor and Council  
**FROM:** Brian Berndt, Development Services Director (623) 333-4011  
**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:**

1. Master Site Plan approval for Harbor Shores Executive Park & Garage Town
2. Final Site Plan approval for Harbor Shores Executive Park & Garage Town except for the pad at the SW corner of the proposed site

**PARCEL SIZE:** 18 acres

**LOCATION:** Northeast corner of 107th Avenue and McDowell Road

**APPLICANT:** Adam Valente, DFD

**OWNER:** First Allegheny Avondale, LLC

**BACKGROUND:**

On February 27, 1985 City Council approved annexation of 120 acres later known as Harbor Shores, encompassing an area from McDowell Road to Encanto Boulevard between 107th Avenue and Harbor Shores Boulevard. The subject property is located within the 120 acre annexation.

On May 20, 1985 City Council approved Planned Area Development (PAD) zoning for 120 acres that includes the subject property, through case Z-98-199-AM. Uses established for the subject property are those in the Community Commercial (C-2) zoning district. No development standards were established for the approved zoning district.

On April 6, 1987 City Council approved a Master Development Plan for the entire 120 acre property, but only Phase 1 encompassing residential to the north of the subject property is laid out with any degree of detail. No development standards were established for the commercial parcel by the approved Master Development Plan.

1985 - 1989 City Council granted extensions to the Master Development Plan for the entire 120 acre property.

1990 - 1991 Planning staff administratively granted an extension to the Master Development Plan for the impending adoption of the General Plan establishing land uses and the Freeway Corridor Specific Area Plan.

On July 1, 2002 City Council approved a Master Site Plan for Safeway Plaza, case AR-02-548. The Master Site Plan showed a grocery store anchor with a few pads for retail and a gasoline convenience store on the subject property, with an area reserved for a future ministorage facility at the northern most end of the site abutting the Harbor Shores residential. No application was made for approval of a Conditional Use Permit for the ministorage facility.

On July 1, 2003, the approved Master Site Plan for Safeway Plaza expired.

### **SUMMARY OF REQUEST:**

1. The applicant is requesting master site plan approval for an 18 acre site comprising twelve office buildings, a building on its own pad at the southwest corner of the site, and a personal self storage facility. Master site plan approval is requested for the entire site to establish uses, circulation, architecture, access, and building placement.
2. The applicant is requesting Final Site Plan approval of the entire site with the exception of the pad at the southwest corner of the site. All perimeter improvements, including around the pad, will be completed with Phase 1. The pad will require a separate review and Final Site Plan approval to ensure conformance with the approved Master Site Plan, Zoning Ordinance, and PAD with Community Commercial (C-2) uses zoning. Staff is recommending a stipulation that the pad approval be processed administratively by staff.
3. The twelve office buildings are proposed to allow medical, administrative and general office uses, but may allow any uses permitted by zoning provided that the approved site plan is adhered to. The offices will be Class A. The personal self storage facility will be platted and sold as condo units as opposed to the rental ministorage facilities Avondale is more familiar with. There are 104 units proposed.
4. All vehicular access points will be right-in/right-out driveways from the abutting public streets - McDowell Road, 107th Avenue and Harbor Shores Boulevard. Internal circulation within the office park area is designed to provide interesting view corridors from adjacent public streets.
5. The proposed architecture is Prairie style. Materials proposed are split-faced and smooth-faced concrete block, stucco, tinted glass, aluminum for door and window framing and glazed clay roofing. All buildings include architecture treatment on all four sides with prominent entrances. Colors are primarily grays and blues on the cooler side of the color palette. Building sizes, rooflines and facades vary to create diversity in design.
6. Lush landscaping is being provided that includes the use of palm trees to provide visual interest and add character to the site. The proposed use of palm trees conforms with the "boulevard streetscape" theme of the Freeway Corridor Specific Area Plan along McDowell Road.

### **PARTICIPATION:**

A letter of notification and a copy of the site plan were mailed on February 23, 2007 to 120 property owners within 500 feet of the property. The Arizona Department of Transportation, the Pendergast Elementary School District and Tolleson High School District were also notified of the application. ADOT responded to say they had no comments at this time.

### **PLANNING COMMISSION ACTION:**

The Planning Commission conducted a public hearing on September 20, 2007 and voted 6-0 to recommend **APPROVAL** of the request with the nine stipulations recommended by staff.

Subsequent to the Planning Commission meeting, staff met with the applicant for the personal self storage facility (Garage Town). The applicant would like the flexibility to proceed with construction of the personal self storage facility independent of the office park. As the infrastructure and access points for each portion of the site are independent of the other, staff is recommending a tenth stipulation to allow for this possibility with staff review and approval.

### **ANALYSIS:**

#### *General Plan and Specific Plan*

- The site is identified as Commercial in the General Plan and Freeway Corridor Specific Area Plan. The existing PAD zoning with Community Commercial (C-2) uses is consistent with the General Plan and Freeway Corridor Specific Area Plan.
- The buildings of the office park are positioned at the setback line along McDowell Road, without intervening parking, per the intent of the Freeway Corridor Specific Area Plan. (Exhibit D)

### Compatibility with Surrounding Land Uses

- Non-residential uses are adjacent to the subject property to the west (Public Safety Complex, Walgreens, Desert Lakes Offices), east (G & K Medical) and south (West 10 and Avondale Integrated Medical). (Exhibit B)
- The Zoning Ordinance requires a minimum 6-foot height wall and 10-foot width landscape buffer to separate residential from commercial and industrial uses. The applicant is proposing a 6' height wall with a 25-foot landscape buffer abutting nearby residential along the north property line. An 8' height masonry wall shall separate the personal storage area and office park. Landscaping shall be provided around the perimeter of the subject property, including right-of-way landscaping. (Exhibit D)
- All site lighting shall be fully shielded and directed downward. Lighting will not exceed 1.0 foot candle at the property line. Pole mounted lighting is proposed for the parking area with a proposed maximum height of 25 feet. Pole mounted lighting is proposed only in the office park portion and not in the personal storage area portion located adjacent to residences. (Exhibit D)

### Building Materials, Colors and Design

- Proposed architecture is prairie style applied to an office-use. The primary colors for the office park are blue (roof and glass) and gray (smooth and splitface block) and silver (aluminum framing). A light gray is used as stucco facades on some elevations, while a darker gray is used as an accent band along some rooflines. For visual interest and variety, each building size is proposed to have a different façade. All buildings will feature four-sided architecture. The color and materials are consistent with the surrounding area and along McDowell Road. They are within the general character of Avondale as a whole while being different than much that has been previously approved. The prairie style architecture will provide a transition from the single family residential homes to the north and non-residential uses south of McDowell Road. (Exhibit E)
- Many of the architectural elements are shared by the office park and the storage facility. The largest difference is the use of peaked roofs for the office park and flat roofs for the storage facility. The storage facility incorporates elements of the peaked roof as architectural accents on buildings to tie the two portions together. The materials and colors are the same for the office portion and storage facility. Visibility of the interior of the storage facility will be limited by perimeter walls and the placement of buildings. (Exhibit E)
- No building height exceeds 26 feet. (Exhibit E)

### Access, Circulation, and Parking

- The office park portion is accessed by five driveways, two full-access and three right-in/right-out access, on three sides of the site from three different streets. This will assist with dispersal of traffic flows out of the property at a.m. and p.m. peak hours. (Exhibit D)
- The personal self storage facility is accessed by one full-access driveway on Harbor Shores Boulevard, which will be a gated and require a code. Only owners of the facility and the storage units within will have access through the gate. An emergency-only secondary access exists on the west side of the facility, that leads to 107th Avenue via a shared driveway with the Public Safety Complex. (Exhibit D) Staff is recommending a stipulation that a 24-hour phone number be placed on the main gate for assistance with access issues.
- The developer will be responsible for completing all off-site perimeter improvements, including deceleration lanes, sidewalks, streetlights, and landscaping in the right-of-way abutting the property in Phase 1. Phase 2 shall consist solely of the pad located at the southwest corner of the site, comprising a building pad, parking and internal landscaping. (Exhibit D)
- There is no internal access between the office park and storage facility. This is to minimize the number of

- access points into the storage facility as well as to limit visibility into the internal portions of the facility.
- The applicant is providing parking in an amount sufficient for general office use and medical office use anywhere in the office park. Medical office use requires 25% more parking spaces compared to general office and 50% more parking spaces compared to retail. There are no retail uses proposed on the subject property, though they are allowed by zoning. (Exhibit D)
  - Adequate pedestrian access is provided to all buildings in the office park from perimeter sidewalks. Buildings are clustered or paired on the site, creating pedestrian refuge areas with benches and shade landscaping adjacent. (Exhibit D)

### Landscaping

- The Zoning Ordinance requires a minimum of 10% of the site to be landscaped. The applicant is proposing 18% of the site to be landscaped. For the storage facility, the landscaping is clustered around the northern, eastern and western perimeter of the facility. For the office park, the landscaping is distributed throughout, with emphasis on perimeter landscaping along the rights-of-way. (Exhibit D)
- The proposed landscaping theme includes palm trees in keeping with the boulevard concept for McDowell Road in the Freeway Corridor Specific Area Plan. A large specimen shade tree is being proposed for the seating area at the southeast corner of the office park near the signature site feature. (Exhibit D). Staff is recommending a stipulation regarding increasing the size of this tree at installation from a 48” box to 72” box tree.
- Decomposed granite shall be used to keep the dust down on the vacant outparcel until such time it is developed. Staff is recommending a stipulation included as a note on sheet A 101 of the Master Site Plan. (Exhibit D)
- The Freeway Corridor Specific Area Plan calls for 1 tree for every 6 parking spaces, as opposed to the Zoning Ordinance ratio of 1 tree per 8 parking spaces. The proposed site plan complies with the more stringent standard. (Exhibit D)

### Signage

- One 6-foot height project identification monument sign is proposed along McDowell Road, and three 12-foot height multi-tenant monument signs are proposed, one along each right-of-way. The proposed number, type and height of signs comply with the Zoning Ordinance. All monument signs are located on the executive park portion of the site. No monument sign is proposed for the storage facility portion of the site. (Exhibit F)
- All wall façade signs proposed comply with the Zoning Ordinance. Signs in the executive office portion shall be reverse pan channel letters, back lit, with uniform letter fonts and of uniform color “Equestrian Gray.” Locations and approximately size of signs are shown on the architectural elevations in the proposed Comprehensive Sign Program. The uniform and classic signage proposed for the office park will enhance the architecture of the buildings rather than serving as a detraction (Exhibit F)
- The storage facility is proposing one façade sign, internally illuminated, on the office facing Harbor Shores Boulevard. (Exhibit F)

### **FINDINGS:**

The proposed site plan meets the following findings:

- It meets the objectives of the General Plan and Freeway Corridor Specific Area Plan.
- It meets the requirements of the C-2 and PAD Zoning.
- It meets the requirements of the City of Avondale Zoning Ordinance.

### **RECOMMENDATION:**

Staff recommends that the City Council APPROVE of the proposed Master Site Plan and Final Site Plan for

Phase 1 subject to the following stipulations:

1. The development, building elevations, colors and materials, and signage shall conform to the plans date stamped September 13, 2007 held in the official file, except as modified by these stipulations.
2. In accordance with Section 106.C.4 of the Avondale Zoning Ordinance, approval of this Site Plan shall expire in one calendar year from the City Council approval date unless a building permit is issued and construction is continuous and on-going.
3. The pad on the southwest corner of the site shall be covered with decomposed granite ground cover for dust control until such time that construction begins on that pad.
4. A Final Site Plan approval for the pad on the southwest corner of the site shall be approved administrative by staff, and shall conform to zoning requirements and the approved Master Site Plan.
5. A cross access agreement shall be recorded with Maricopa County and a copy provided to staff as proof prior to receiving the first Certificate of Completion on the site. Said agreement shall cover all driveway accesses and all travelways for the executive park portion of the site.
6. The full width of all driveways and travelways of the entire subject property shall be constructed in the first phase of development, and this shall be reflected on all approved construction documents. No half-driveways and travelways shall be allowed.
7. A 24-hour emergency contact phone number shall be displayed and maintained on the gate and keypad, as approved by staff.
8. A Final Landscape Plan shall be approved prior to issuance of a building permit. The Final Landscape Plan shall conform substantially with the approved preliminary landscape plan herein, except for the following:
  - a. Sight visibility triangles shall be shown per American Association of State Highway and Transportation Officials (AASHTO) standards for all driveways and corners;
  - b. No tree shall be planted in the Public Utility Easement;
  - c. No tree shall be planted on the slopes or at the bottom of the retention area unless a taller tree is substituted whose height equals or exceeds the depth below grade, as approved by staff;
  - d. The General Notes shall reflect the General Notes currently standard, as approved by staff;
  - e. All trees shall have a minimum of 6' height at planting (see Yellow Oleander on sheet L1 of the office park); and
  - f. The Palo Brea "shade" tree on the SE corner of the office park shall be a minimum 72" box in size at the time of planting with a minimum of 7" caliper measured at 4 feet height above grade.
9. Approved final civil plans and construction documents shall reflect the following changes from the approved preliminary plans:
  - a. Decorative pavement shall be kept out of the right-of-way.
  - b. The sidewalk shall be kept out of the Public Utility Easement, as approved by staff.

c. Pavement cuts will be limited as follows, as approved by staff, due to new pavement and/or traffic restrictions:

- 107th Ave. – Bring one line off the existing 16” water and branch out off of the one line for the 5 proposed meters.
- McDowell Rd. – Bring one line off the existing 12” water and branch out off of the one line for the for the 4 proposed meters. Only one pavement cut will be allowed in McDowell Rd.
- Harbor Shores Blvd. – For water meters, pull off of existing water stubs before the BFP then branch out for the required amount of meters. Only one pavement cut will be allowed on Harbor Shores Blvd. which will be for the sewer.

10. Construction of the storage facility portion of the site and the office park portion of the site (including the pad) may proceed in separate phases with administrative approval by staff. Off-site right-of-way improvements shall be constructed in proportion to the right-of-way abutting the storage facility or office park potion of the site as approved by staff.

**PROPOSED MOTION:**

I move that the City Council accept the findings and **APPROVE** application DR-07-5, a request for Master Site Plan approval for Harbor Shores Executive Park and Garage Town, and Final Site Plan approval for the entire site with the exception of the pad at the southwest corner of the site, subject to the nine stipulations recommended by Planning Commission and a tenth stipulation recommended by staff.

**ATTACHMENTS:**

[Click to download](#)

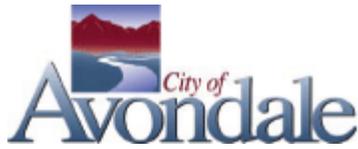
No Attachments Available

**FULL SIZE COPIES (Council Only):**

Exhibit D - Site Plan set, Exhibit E - Building Elevations and Exhibit F - Comprehensive Sign Program

**PROJECT MANAGER:**

Eric Morgan, Planner II (623) 333-4017



# DEVELOPMENT SERVICES

**SUBJECT:**

Public Hearing – Conditional Use Permit - Garage Town  
(CU-07-2)

**MEETING DATE:**

October 1, 2007

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** Conditional Use Permit to allow a personal self storage facility

**PARCEL SIZE:** 7.0 acres (304,963 square feet)

**LOCATION:** North of McDowell Road between 107th Avenue & Harbor Shores Boulevard

**APPLICANT:** Jeff Welker

**OWNER:** First Allegheny Avondale, LLC

**BACKGROUND:**

On February 27, 1985 City Council approved an annexation of 120 acres that includes the subject property. On May 20, 1985 City Council approved Planned Area Development (PAD) zoning for the entire annexed area of 120 acres, which includes the subject property through case Z-98-199-AM. Uses established in the PAD zoning district were Community Commercial (C-2) zoning district. No specific development standards were established with the approved zoning.

On April 6, 1987 City Council approved a Master Development Plan for the entire 120 acre site, but only Phase 1 encompassing residential to the north of the subject property was laid out with any degree of detail. No development standards were established for the commercial parcel by the approved Master Development Plan.

1985 - 1989 various extensions were granted by City Council to the Master Development Plan for the 120 acre property.

1990 - 1991 an extension was granted administratively by Planning staff to the Master Development Plan due to the impending adoption of the General Plan establishing land uses and the Freeway Corridor Specific Area Plan.

On July 1, 2002 City Council approved a Master Site Plan for Safeway Plaza, case AR-02-548. The Master Site Plan showed a grocery store anchor with a few pads for retail and a gasoline convenience store on the subject property, with an area reserved for a future ministorage facility at the northern most end of the site abutting the Harbor Shores residential. No application was made for approval of a Conditional Use Permit for the ministorage facility.

On July 1, 2003, the approved Master Site Plan for Safeway Plaza expired.

**SUMMARY OF REQUEST:**

1. The applicant is requesting Conditional Use Permit approval for a personal self storage facility on the northern portion of the subject property (Exhibits D & E). The units of the personal self storage facility

will be owned, like a condominium, rather than rented as in traditional ministorage. Also, the units will be much larger, large enough to hold an RV, boat or other large vehicles.

2. The requested use is proposed on the northern 7 acres of a total site comprising 18 acres. A request for Site Plan approval for the entire 18 acres is being requested as case DR-07-5 Harbor Shores Executive Park.

#### **PARTICIPATION:**

The applicant conducted a Neighborhood Meeting beginning at 7 p.m. on June 1, 2007 at City Hall (Exhibit F). The Neighborhood Meeting was advertised in the West Valley View on May 15, 2007, and the property was also posted for a Neighborhood Meeting on May 15, 2007. Notification letters were mailed out to 120 property owners on May 11, 2007. Three residents attended the meeting. One attendee, representing the owner of a nearby existing ministorage facility, opposed the proposed request stating that there were too many ministorage facilities in Avondale already. The other two attendees were husband and wife, the husband is the president of the Sunrise on Harbor Shores Homeowners Association, and their home abuts the subject property directly. They spoke in favor of the request.

A notice of the Planning Commission hearing was published in the West Valley View on July 31, 2007, and the property was also posted on July 31, 2007. Notification letters were mailed out to 120 property owners on July 31, 2007. No comments have been received to date.

A notice of the City Council hearing was published in the West Valley View on September 11, 2007, and the property was also posted on September 11, 2007. Notification letters were mailed out to 120 property owners on September 11, 2007. No comments have been received to date.

#### **PLANNING COMMISSION ACTION:**

The Planning Commission conducted a public hearing on August 16, 2007 and voted 7-0 to recommend APPROVAL of the request with the two stipulations recommended by staff. (Exhibit G)

#### **ANALYSIS:**

#### **FINDINGS:**

The City Council must determine that the proposed use meets five findings of Section 108.C.2 of the Zoning Ordinance 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 General Plan identifies the land use as Commercial. A personal self storage facility is consistent with a Commercial land use.

The General Plan does not identify the area specifically for guidelines and objects of development, but in a broader sense the proposed use is consistent with the desire to see the City develop with quality development. This particular property is more difficult to develop because of its north-south depth and distance from McDowell Road than many other traditional commercially zoned properties. The lack of visibility is a disadvantage with traditional retail, but may be counted as an advantage when applied to this use.

The proposed use is consistent with the desired character for the surrounding area because of its quality of development and because it is developing a currently vacant property with a viable sustainable business.

Staff recommends that this required Finding is met.

- 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.**

Nearby land uses include single family detached residential to the north and east, a public safety (Fire station) building to the west, and a proposed office business park to the south. The architecture visible from the public streets will be of high quality and comparable to anything in the area. The use itself generates no off-site impacts other than traffic. There will not be excessive noise, vibration or light to disturb nearby residences.

The proposed use will not be detrimental to persons residing or working in the area, adjacent properties, the neighborhood or the public welfare in general. The site is completely enclosed with a pass code required to access the gate.

Staff recommends that this required Finding is met.

**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 site is of adequate size and shape to provide safe onsite circulation, and meets all requirements of the Zoning Ordinance and Freeway Corridor Specific Area Plan.

Staff recommends that this required Finding is met.

**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.**

The proposed use has one ingress/egress point, on Harbor Shores Boulevard, and a second egress only point on a driveway leading to 107th Avenue. The main gate ingress/egress has been located further back from Harbor Shores Boulevard so that large vehicles like RVs would not block traffic when waiting to get into the facility. Both roadways have adequate capacity to serve this proposed use. The proposed personal self storage facility will generate relatively little traffic compared to other commercial retail uses.

Staff recommends that this required Finding is met.

**5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated**

No additional conditions have been recommended by staff beyond standard stipulations. The preliminary site plan, preliminary landscape plan and building elevations proposed meet all requirements of the Zoning Ordinance and Freeway Corridor Specific Area Plan. Potential adverse off site impacts are mitigated by the development being surrounded by a wall or building facades, the landscaped buffer along the north property line abutting the residential, the landscape buffers on the west and east, and the quality of architecture.

Staff recommends that this required Finding is met.

**CONCLUSION:**

The City Council should conduct a public hearing and recommend **APPROVAL** of the Conditional Use Permit to allow a personal self storage facility with two stipulations

**RECOMMENDATION:**

The City Council should conduct a public hearing and recommend **APPROVAL** of the Conditional Use Permit to allow a personal self storage facility with the following two stipulations:

1. The development of the site shall conform to the project narrative, preliminary site plan and preliminary

landscape plan submitted with this application Planning stamp dated June 29, 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.

**PROPOSED MOTION:**

I move that the City Council accept the findings and APPROVE application CU-07-2, a request for a Conditional Use Permit for a personal self storage facility, subject to the two stipulations recommended by Planning Commission.

**ATTACHMENTS:**

Click to download

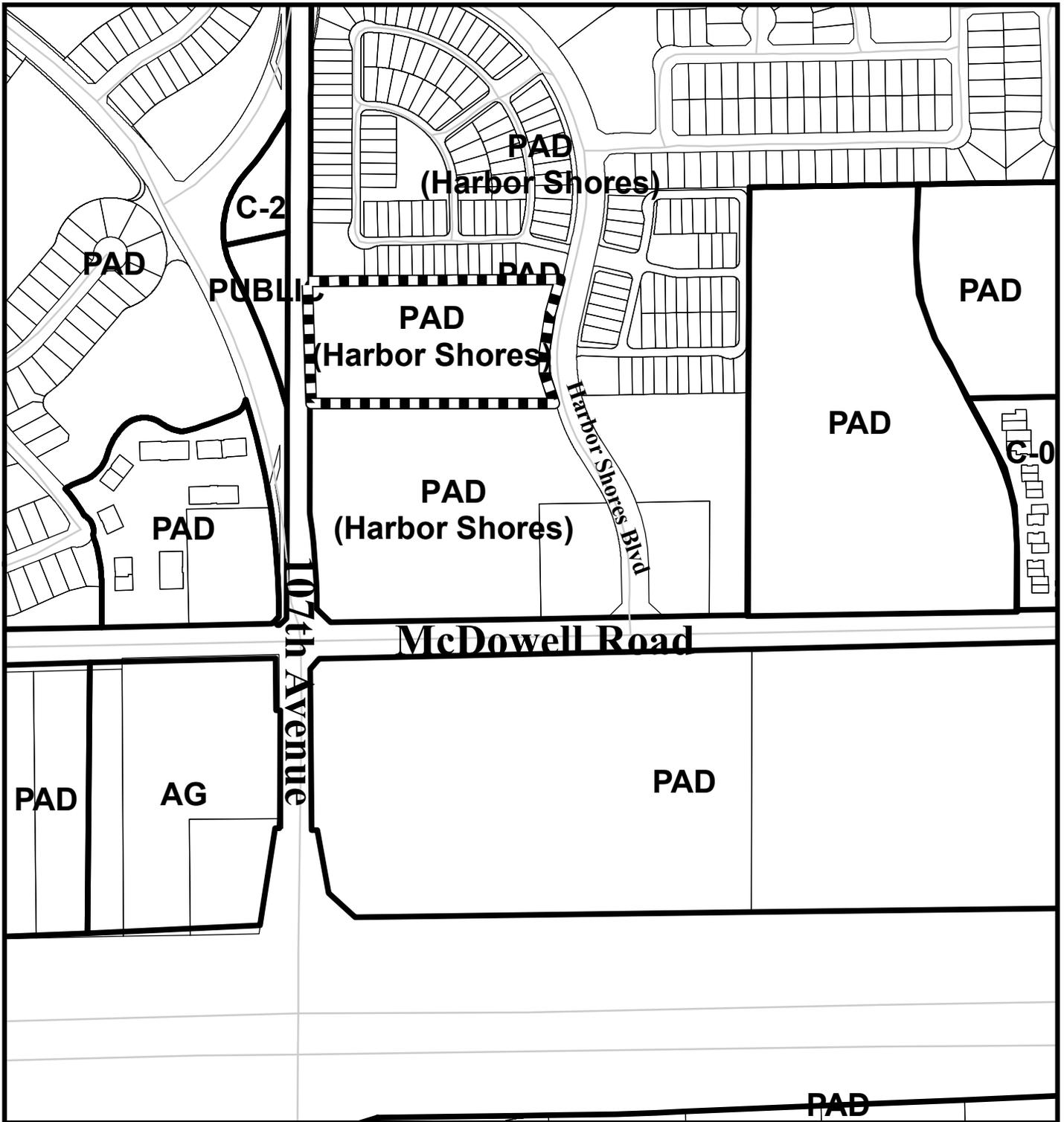
 [Exhibits A-G](#)

**FULL SIZE COPIES (Council Only):**

None - see DR-07-5 Harbor Shores Executive Park & Garage Town Site Plan

**PROJECT MANAGER:**

Eric Morgan, Planner II (623) 333-4017



### Zoning Vicinity Map Garage Town CU-07-2



Subject Property





**Air Photo 2007  
Garage Town CU-07-2**



Subject Site



*SUMMARY OF RELATED FACTS*  
*APPLICATION GARAGE TOWN CU-07-2*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 7.0 acres
LOCATION	N. of the NEC 107 <sup>th</sup> Avenue & McDowell Road
PHYSICAL CHARACTERISTICS	A relatively flat, rectangular shaped parcel
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD (Planned Area Development)
ZONING HISTORY	Annexed February 27, 1985; zoned PAD May 20, 1985; Master Development Plan (MDP) approved; 1987 - 1991 various extensions to the MDP approved; July 1, 2002 a new MDP approved for a Safeway grocery and retail center; and July 1, 2003 the MDP approval expires.
DEVELOPMENT AGREEMENT	N/A

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	PAD (Harbor Shores) - Single Family Residential Detached
EAST	PAD (Harbor Shores) - Single Family Residential PAD (Harbor Shores) - ministorage facility PAD (Harbor Shores) - medical office (under construction)
SOUTH	PAD (Harbor Shores) - vacant
WEST	Avondale Public Safety Complex PAD (Crystal Gardens) - Single Family Residential Detached PAD (Desert Lakes Office) - Retail and office

<i>GENERAL PLAN</i>	
Commercial	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Pendergast Elementary School District & Tolleson Union High School District
ELEMENTARY SCHOOL	Rio Vista Elementary School
HIGH SCHOOL	Westview High School

**STREETS**

**107<sup>th</sup> Avenue**

Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet (plus 15 feet turn lanes)
Existing half street improvements	1-lane, median turn lane, bike lane, sidewalk to Public Safety Complex, curb & gutter
Standard half street improvements	2-lanes, 1-turn lane, median, bike lane, ROW landscaping, street lights, bus bay, sidewalk, curb & gutter

**McDowell Road**

Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet (plus 15 feet turn lanes)
Existing half street improvements	2-lanes, 1 turn lane, bike lane
Standard full street improvements	3-lanes, 2 turn lanes, landscaped median, ROW landscaping, bike lane, street lights, sidewalk, curb & gutter

**Harbor Shores Boulevard**

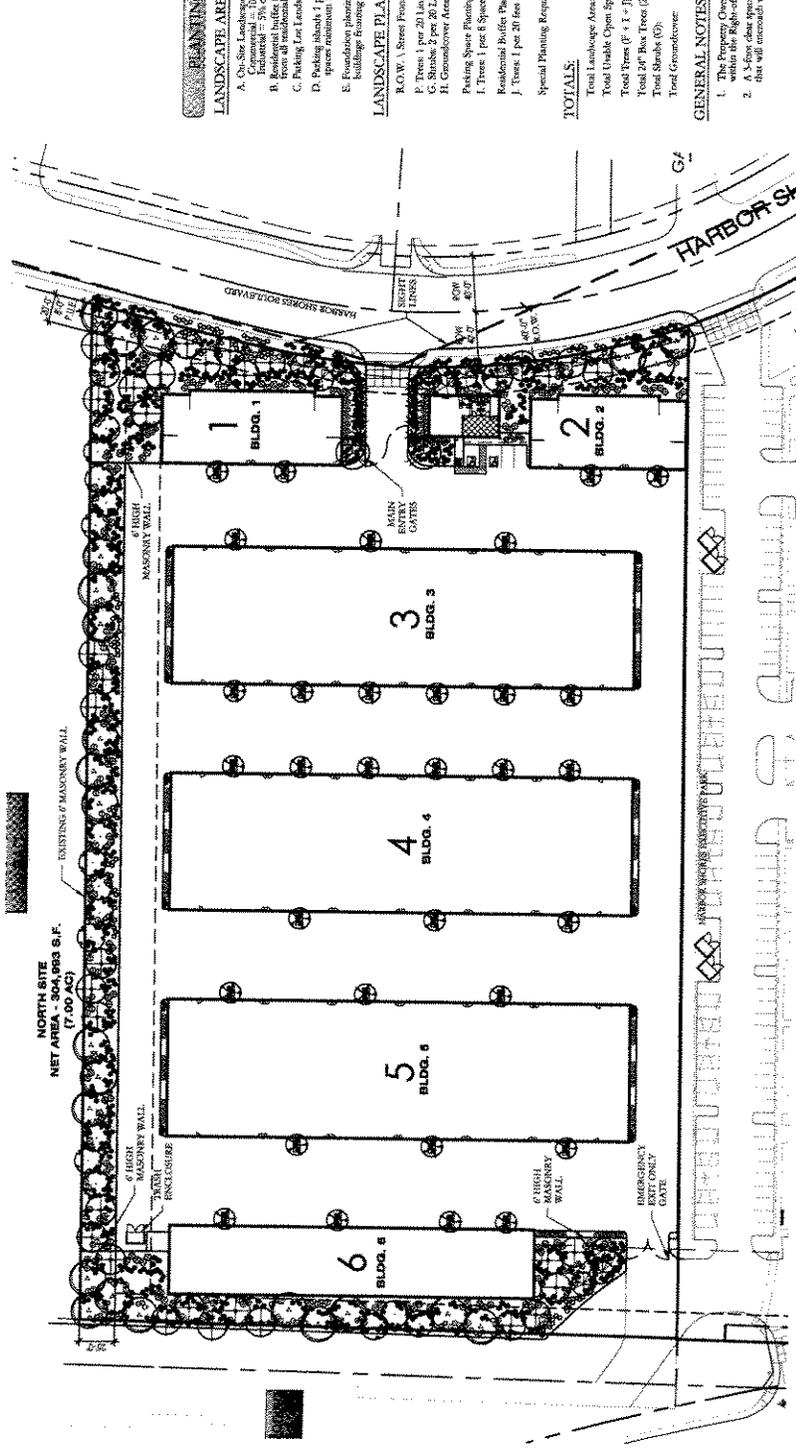
Classification	Local
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	1-lane, median turning lane
Standard full street improvements	1-lane, median turning lane, bike lane, ROW landscaping, sidewalk, curb & gutter.

*Utilities*

A 12” potable water line is located in 107<sup>th</sup> Avenue, McDowell Road and Harbor Shores Boulevard. Stub outs exist for connection in 107<sup>th</sup> Avenue and Harbor Shores Boulevard.

A 16” sanitary sewer line is located in McDowell Road and a 10” sanitary sewer line in Harbor Shores Boulevard. Stub-outs exist for connection in both McDowell Road and Harbor Shores Boulevard.





**PLANTING DATA TABLE**

LANDSCAPE AREAS:	REQUIRED	PROVIDED
A. On-Site Landscaping	30,081 Sq. Ft.	27,799 Sq. Ft.
B. Commensurate to 20% of Net Site Area	7,400 Sq. Ft.	15,640 Sq. Ft.
C. Parking Lot Landscaping Area (Min. 5%)	6,088 Sq. Ft. (6%)	7,065 Sq. Ft. (6.2%)
D. Parking Islands 1 per 12 consecutive parking spaces minimum 8 Ft. wide, minimum 82 Sq. Ft. building footprint on public access.	50 Sq. Ft.	1,600 Sq. Ft.
E. Foundation planting 30% of building footprint for building footprint on public access.	185 Lin. Ft.	360 Lin. Ft.

LANDSCAPE PLANTINGS:	REQUIRED	PROVIDED
K.O.V. 1 Street Frontage Landscaping Plantings	44	44
P. Trees 1 per 20 Lin. Ft. of street frontage	88	227
R. Trees 2 per 20 Lin. Ft. of street frontage	5,663 Sq. Ft.	7,231 Sq. Ft.
H. Groundcover Area 20%	1 Trees	2 Trees
Parking Space Plantings	37	37
I. Trees 1 per 8 Spaces		
J. Trees 1 per 20 feet of residential boundaries		
K. Special Planting Requirements (PAD, Zoning, etc.)		

TOTALS:	REQUIRED	PROVIDED
Total Landscaping Area (A + B)	37,489 Sq. Ft.	43,439 Sq. Ft.
Total Usable Open Space (PAD Only)	N/A	84 acres
Total Trees (P + I + J)	29 trees	30 trees
Total 20' Box Trees (25% of Total Trees)	88	227
Total Shrubs (Q)	5,663 Sq. Ft.	7,231 Sq. Ft.

**GENERAL NOTES:**  
 1. The Property Owner and/or Licensee shall be responsible to install/maintain all landscaping.  
 2. A 5-foot clearance is required around all fire suppression equipment. No plants may be installed that will encroach upon this clearance.

**PERMANENT PLANTING**

Symbol	Common Name	Botanical Name	Size at Planting (Ht. x W.)	Quantity	Size (Ht. x W.)	Quantity	Size at Planting (Ht. x W.)	Quantity	Size (Ht. x W.)	Quantity	Material Name
⊙	Shrub	...	7' x 3'	24	15 Gal.	24	3' x 3'	184	1 Gal.	184	Gold Dalia
⊕	Shrub	...	7' x 4'	2	24" Box	2	6' x 12'	314	1 Gal.	314	Yellow Dot Weibull
⊕	Shrub	...	6' x 2'	35	15 Gal.	35	6' x 12'	193	1 Gal.	193	Fraxino Purple Lantana
⊕	Shrub	...	6' x 2'	32	15 Gal.	32	6' x 12'	307	1 Gal.	307	North Mountain Clematis
⊕	Shrub	...	9' x 4'	16	24" Box	16	6' x 12'				Convolvulus crocoides
⊕	Shrub	...	3' x 3'	104	1 Gal.	104	12' x 12'				INERT GROUND COVER:
⊕	Shrub	...	6' x 3'	98	24" Box	98	12' x 12'				Decompositae Granite
⊕	Shrub	...	15' x 4'	8	15' x 4'	8	18' x 12'				5/8" Screened Fabricine Gold

NOTE:  
 All plantings are to be irrigated by an automatic underground irrigation system.



L1

**NEIGHBORHOOD MEETING SUMMARY REPORT  
GARAGETOWN USA on HARBOR SHORES**

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**CASE CU-07-02**

**Date:** June 2, 2007

**OVERVIEW**

This report provides a meeting summary for the **GarageTown USA on Harbor Shores** condominium storage development. Located just north of McDowell Road between 107<sup>th</sup> Avenue and Harbor Shores Boulevard, this 7-acre parcel of property is officially designated as a portion of Maricopa County Assessor's Parcel Number #102-31-124. The parcel is currently zoned PAD-C2. This application is for a Conditional Use Permit to allow for the development of individually owned self-storage warehouse units. This neighborhood meeting summary report provides evidence of citizens, neighbors and interested persons that have been formally contacted and will have adequate opportunity to learn about and comment on the proposed plans and actions addressed in the application.

**CONTACT**

Jeff D. Welker  
3125 E. Dover St. - Mesa, Arizona 85213  
(480) 209-7167; (480) 275-6382 (FAX)  
Email: [jwelker22@cox.net](mailto:jwelker22@cox.net)

**NEIGHBORHOOD MEETING**

The following identifies the date and location of the required neighborhood meeting wherein citizens were invited to discuss the applicant's proposal;

**Friday, June 1, 2007** – Formal neighborhood meeting was held at the Avondale City Hall Sonoran Room from 7:00 to 8:00 PM (11465 W. Civic Center Drive, Avondale, AZ 85323).

**NOTIFICATION**

1. Per Avondale's requirements, letters regarding the neighborhood meeting were mailed to individual property owners within 500-feet of the project site (Available at City Hall).
2. Per Avondale's requirements, two (2) signs were posted on the property advertising the neighborhood meeting (see attached photo).

**RESULTS**

There were 3 attendees to the neighborhood meeting. We provided a sign-in sheet (see attached) and 11"x17" handouts for attendees showing a site aerial, a combination site/landscape plan, and two sets of elevations. We also used 24"x36" color versions of the handout packets (mounted on foam core) as part of our presentation discussion. No comments were received prior to the meeting via mail, email or telephone.

- **SUMMARY OF CONCERNS AND COMMENTS:**

1. Attendee Mr. J.L. Brown informed us he represented the owner of the existing mini storage rental property located at the NEC of McDowell and Harbor Shores – across the street from the proposed GarageTown USA development. While he liked the design of the GarageTown project, he was opposed to its location in Avondale because he believes there are already too many mini storage rental facilities in Avondale and that GarageTown’s proposed development will create unproductive competition with his mini storage rental facility.
2. Mr. David & Mrs. Maria Mitchell attended as interested neighbors and representatives of the Sunrise on Harbor Shores HOA. Not only do the Mitchell’s live directly adjacent to the north property line of the proposed GarageTown development, Mr. Mitchell is the president of the Sunrise on Harbor Shores HOA. They had no concerns about the project and wanted to reiterate their support as previously stated in a formal letter from the HOA on 04/04/07. In fact, the Mitchell’s mainly wanted to know when the project was going to get constructed so that the unsightly vacant property and resulting attractive nuisance could be mitigated by the high quality GarageTown development.

As a side note, the Mitchell’s disagreed with Mr. Brown’s concerns. Their daughter currently rents a mini storage unit at the facility represented by Mr. Brown and did not see the proposed GarageTown facility as any form of direct competition.

2. **HOW CONCERNS AND COMMENTS WERE ADDRESSED:**

1. The GarageTown development team spent significant time trying to educate Mr. Brown on the facts that the proposed GarageTown development is distinctly different than a mini storage rental facility. We explained how GarageTown focused on an entirely different customer base/market and would not create direct competition with his existing facility. We gave Mr. Brown a handout that clearly states the unique character of the GarageTown proposal and why it is very different from a mini storage rental facility. We also informed Mr. Brown that GarageTown has cooperatively developed (in Chandler) a facility in conjunction with the owner of a mini storage rental facility directly adjacent to its property line. We explained that this arrangement was instigated by the owner of the mini storage rental development because he specifically anticipated both developments would compliment each other.
2. Since Mr. and Mrs. Mitchell expressed support and no concerns, the only issue that we addressed with them involved the proposed project schedule for construction of this GarageTown facility. We reviewed with them the Avondale approval processes that remained and when we hoped to achieve permits.

3. **CONCERNS AND COMMENTS NOT ADDRESSED AND WHY:**

- None. All concerns and comments expressed by the three (3) attendees were effectively addressed during the meeting.

## Neighborhood Meeting Notice

**Proposal:** Request for a Conditional Use Permit for self-storage warehouses. The subject site is located north of the NEC of McDowell Rd. and 107th Ave.

**Date:** June 1, 2007

**Time:** 7:00 p.m.

**Location:** Avondale City Hall, The Sonoran Room  
11465 West Civic Center Dr.

### For Further Information Contact

Jeff D. Welker  
480-209-7167

City of Avondale  
Planning Division  
623-333-4020



**PLANNING COMMISSION  
REGULAR MEETING**

**CITY COUNCIL CHAMBERS  
11465 W. CIVIC CENTER DR.  
AVONDALE, AZ 85323**

**Thursday, August 16, 2007  
7:00 P.M.**

**I. CALL TO ORDER**

The regular meeting was called to order at approximately 7:00 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  
Edward Meringer, Vice Chair  
Michael Alcorn, Commissioner  
Alan Lageschulte, Chairperson  
Kevin Grimsley, Commissioner

Chairperson Lageschulte introduced Page Hannah, Alternate.

CITY STAFF PRESENT

Tracy Stevens, Planning Manager  
Megan Neal, Planner II  
Eric Morgan, Planner II  
Scott Wilken, Senior Planner  
Alice Barlow, Sr. Admin. Clerk

**VI. WITHDRAWALS AND CONTINUANCES**

4. DR-07-5: Mr. Adam Valente of DFDCH, 2425 E. Camelback Rd., Ste. 400, Phoenix, AZ, is requesting Site Plan approval for Harbor Shores Executive Park, including Garage Town, at the northeast corner of 107<sup>th</sup> Ave and McDowell Rd. Staff Contact: Eric Morgan.

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Mr. Eric Morgan, Planner II, Development Services, stated the applicant, Mr. Adam Valente, would like to continue Item No. 4, DR-07-5, to the September 20, 2007 Planning Commission meeting in order to make changes to the Site Plan.

Chairperson Lageschulte requested a motion to continue DR-07-5 to the September 20, 2007 Planning Commission meeting. Commissioner Iwanski made a motion to continue the item. Commissioner Copeland seconded the motion. The motion passed unanimously.

### **PUBLIC HEARING ITEMS**

1. CU-07-2: Mr. Jeff Welker of Welker Development Resources, 3125 E. Dover St., Mesa, AZ, is requesting a Conditional Use Permit, Garage Town, to allow a personal storage warehouse located within the Harbor Shores Planned Area Development (PAD) district. The use is proposed on the subject property located on the north side of McDowell Road extending between 107<sup>th</sup> Avenue and Harbor Shores Blvd. Staff Contact: Eric Morgan.

Eric Morgan, Planner II, Development Services, stated the subject property is zoned PAD with Neighborhood Community C-1 uses, and that no development standards are established for the approved zoning district. He stated the proposed personal storage facility use requires a Conditional Use Permit (CUP) because of the existing zoning on this property. Mr. Morgan described the subject property as the northern 7 acres of an 18 acre site that is currently in the Site Plan review process, and the subject property is currently vacant. He pointed out to the Commission that to the north, east, and west are single-family detached residential homes, and to the west is a Public Safety Complex, and to the southwest are office and retail uses, and that a mini storage facility exists to the southeast. Mr. Morgan stated the preliminary site plan depicts six buildings totalling 124,400 square feet of area divided into 104 units, plus a 700 square foot club house, and an unusual feature of this storage facility is that the units will be owned similar to how condominiums are owned. He described the access as gated, requiring an access code to enter or exit, and stated the gate is set back 61 feet from Harbor Shores Blvd., and there is a second gate proposed to the west for emergency vehicle access only.

Mr. Morgan informed the Commission that the proposed preliminary Site Plan meets all requirements of the existing Zoning and of the Zoning Ordinance, and no variances are required or requested. He stated offsite visibility into the interior of the site will be limited, reducing offsite visual impacts, and the bulk of the landscaping is located on the perimeter to mitigate the offsite impacts, with a 25 foot landscape buffer on the north proposed, well above the minimum requirement of 10 feet. Mr. Morgan described a 6 foot high masonry wall along the property line, with the other walls being 8 feet in height and of decorative masonry. He described the views from the exterior being primarily of building facades, decorative walls and landscaping. He stated the Site Plan, landscaping plan, building architecture, materials and colors will all

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come back to the Planning Commission for recommendation to City Council, as well as the site to the south, DR-07-5, which was moved to be heard at the September 20, 2007 Planning Commission meeting.

Mr. Morgan reported the Zoning Ordinance contains five required findings prior to recommendation to City Council: 1) It is consistent with the General Plan. The General Plan designation of the area is Commercial, the proposed use is Commercial, and Staff recommends that finding No. 1 is met. 2) It is compatible with nearby uses. The nearby uses are Single-Family Residential, a Public Safety Complex, a mini storage, office and retail. The proposed use generates little in the way of offsite impacts and the building placement, landscaping and walls have been placed to minimize offsite impacts; thus, Staff recommends that finding No. 2 is met. 3) It is of adequate size and shape to allow safe circulation and meet development standards. All turning radii for emergency vehicles and moving trucks are demonstrated to comply, and Staff recommends that finding No. 3 is met. 4) There is appropriate access to public streets. Access is in compliance with adopted traffic plans and zoning requirements, so Staff recommends that finding No. 4 is met. 5) Adequate conditions have been proposed to mitigate potential offsite adverse effects. No additional conditions of approval are recommended by Staff and the two stipulations Staff is recommending are standard stipulations, so Staff recommends that finding No. 5 is met. Staff therefore recommends that all five findings have been met and recommends approval with the two standard stipulations.

Mr. Morgan reported a neighborhood meeting had been held on June 1, 2007, and 120 mailings went out to adjacent property owners. Three people attended the meeting, two in favor and one opposed who sent a letter reiterating his opposition. He stated Jeff Welker, the applicant's representative, was available for questions.

Chairperson Lageschulte invited questions for Staff.

Commissioner Grimsley referred to the letter from a Mr. Brown in opposition, who stated there were too many storage facilities in Avondale already. Commissioner Grimsley inquired how many storage facilities were currently in the City of Avondale. Mr. Morgan responded he thought Mr. Brown was referring to that specific area only, not the entire city; however, he had not looked the matter up to determine how many storage facilities were in Avondale. As to the immediate vicinity, Mr. Morgan stated there was Mr. Brown's mini storage facility next door, and the next one he knew of was on Indian School and Dysart Rd. Commissioner Grimsley asked if one had been approved at approximately 118<sup>th</sup> Ave. and McDowell Rd. in front of the power station. Mr. Morgan reported that property was part of a PAD zoning that had yet to return for Site Plan approval, so only the use was approved. Commissioner Grimsley stated three storage facilities within a mile or mile and a half of each other was overkill. Mr. Morgan stated he was not sure what the vacancy rate of the existing mini storage facility next door was, but Staff's review of offsite effects was not to minimize competition, but focused on traffic, neighborhood views, noise, etc. He stated the applicant referred to these units as personal storage units, and they were the size of a garage and were purchased, and could be used for

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storage of a luxury vehicle or other toys, which would be a plus for attracting higher median income residents to Avondale. Commissioner Grimsley asked, if the only double gate entrance was for emergency vehicles only, how a semi truck delivering a luxury vehicle could maneuver onto the property. Mr. Morgan stated he did not think any semi trucks would be on the property, and the turning radius was based on larger 65 foot moving vans. He stated boats could be towed in and cars would be on a flat bed truck. Commissioner Grimsley remarked there were Corvettes that people bought directly from the factory that they had brought in on a flat bed semi truck. Mr. Morgan responded those vehicles would not be able to enter this facility.

Chairperson Lageschulte asked for further questions for Staff, and hearing none, asked if the applicant would like to address the Commission.

Jeff Welker, Welker Development Resources, 1755 S. Val Vista, Mesa, AZ, stated they appreciate the findings contained in the Staff report and accept their recommendations fully with no opposition to anything in the report whatsoever. He then stated the marketing and individuals targeted by this development are not the same individuals that typically use mini storage facilities. Mr. Welker described the units as 1,200 square feet, with a 14 X 16 foot garage door, a 3-0 door entrance, climate controlled, with individual security systems, not to mention 60 foot wide drive aisles which can accommodate a semi. He reported the typical price range they were looking at was in the 140,000-145,000 dollar range and for sale, not rent. Mr. Welker reported in response to Mr. Brown's concerns, they had visited his facility, and found he offers no RV storage, no boat storage, and the largest unit they have is 300 square feet, 10 X 30. On calling to ask how that facility might accommodate that type of storage, Mr. Welker stated he was referred to a facility further west of their project. He stated the problem is the Code has only one designation for these types of storage uses, "mini storage," so therein lies confusion, but they have completely different clientele.

Commissioner Alcorn expressed he had been anxiously awaiting this. In light that a lot of vehicles in these storage units would be washed, he asked if a method to dispose of the waste water had been planned for. Mr. Welker replied the waste water would not be entering the sewer and there were strict regulations to that effect. Commissioner Alcorn inquired would there be an HOA. Mr. Welker responded there is a Property Owners Association which is assisted by a Professional Management Company. Commissioner Alcorn asked if the units would be air conditioned, to which Mr. Welker answered yes. Commissioner Alcorn inquired would the roofs be flat with a parapet to hide the unit or would the unit be inside. Mr. Welker responded that in keeping with the standards of the City of Avondale, all the air conditioning units and other mechanical appurtenances on the roof will be hidden by the parapets.

Commissioner Iwanski asked if the applicant had any other facilities similar to this project within the Phoenix or Tucson metro area. Mr. Welker responded yes, they had a facility just finishing construction in the City of Chandler, a 50 unit facility set for a grand opening in two weeks which is completely sold out, and they have another facility in Chandler that has been approved, and while they have not been able to pull permits yet, they are getting very close. He stated on

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that particular site they were codeveloping with another mini storage developer who finds it advantageous to be right next to their facility, which disagrees with Mr. Brown's contention. Mr. Welker stated they have a facility about to begin construction in Mesa and they are actively looking for sites elsewhere in the Valley. Commissioner Iwanski asked how many units were sold out in Chandler, to which Mr. Welker responded that 50 units were sold out.

Commissioner Grimsley remarked he was not afraid to have competition, as he was a capitalist first and foremost. He stated City Staff had stated that semi trucks would not be on the property and inquired how those trucks would gain access if the only double gated entrance was for emergency use. Mr. Welker responded that the gates on Harbor Shores were large enough and the turning radii within the development were big enough that if a semi were to enter to deliver multiple cars, it could maneuver within the site. He added semis would not be allowed to use the western emergency gate. Commissioner Grimsley asked even though the double gate opened up in different directions, could they open up at the same time with no problem. Mr. Welker said that was correct. Commissioner Grimsley asked was there anything in the middle of the two gates, such as a median or key pad, that would prohibit a truck getting through. Mr. Welker responded that there is a key pad, but it is sized large enough to accommodate Class A motor coaches pulling toy haulers that are over 45 feet long.

Commissioner Copeland asked how Mr. Welker marketed in order to sell all 50 units before opening the business in Chandler. Mr. Welker responded that the developer and his marketing staff proactively attend a variety of events in the Valley, such as the Barrett-Jackson Auto Show, Big Boys Toy Show, etc., where they have a booth and develop a priority list of folks who have an interest in these units. He added there were a number of individuals who bought into the Chandler facility who live in far North Scottsdale because there is nothing like it available in their area, and the President of the Jaguar Collectors Car Club of America has several million dollars of collector cars that he will be putting in one of those units.

Vice Chair Meringer asked if there were hours of operation or access at any time. Mr. Welker responded there were no business hours and the property owners can access their property 24/7; however, based on other facilities they have built in other parts of the United States, they see a trend where the majority of access is on the weekends or during evening hours right after work. He added there are strict CC&Rs that are adopted for each development and he would suggest they are much stricter than most residential HOA's CC&Rs, and they are very specific about light pollution and noise pollution outside of the units. He stated they are confident and have worked very closely with the immediate neighbors to the north, Sunrise on Harbor Shores HOA, to ensure them they will not have problems with this use.

Commissioner Copeland inquired as to the outdoor lighting situation. Mr. Welker stated the outdoor lighting was strictly security lighting, which was subdued and shielded to mostly shine straight down, and it complies with all of Avondale's Ordinances for that purpose and they do not want the property lit up like an auto dealership at night.

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Chairperson Lageschulte asked for further questions for the applicant, and hearing none, opened the item for public hearing. There were no requests to speak.

Chairperson Lageschulte called for a motion. Commissioner Alcorn motioned to move that the Planning Commission accept the findings and recommend approval for application CU-07-2, a request for a Conditional Use Permit for a personal self-storage facility subject to the two Staff-recommended stipulations. Commissioner Grimsley seconded the motion.

Chairperson Lageschulte opened the floor for discussion.

Commissioner Alcorn remarked that Mr. Welker should move to PIR and build about three more facilities because he believes the units would sell out in about two days. He expressed his opinion that these units were upscale and would get a lot of RVs, trailers, and toy haulers off the street and out of crime's way, and he believes this is a positive project and he is really glad the applicant brought the project to Avondale.

Commissioner Iwanski encouraged Mr. Welker to make it happen, as he agrees with his fellow Commissioners, that this is something they are looking forward to.

Vice Chair Meringer commented that the project looks nice and while it is a little out of his price range, he knows people who have collector automobiles who would like to have climate-controlled facilities. He remarked he does not believe it was fair of the owner of the mini storage to oppose the project, and he wished the applicant good luck and thanked him for bringing the project to Avondale.

Chairperson Lageschulte remarked he really would not like to see any more mini storage facilities than the City already has, or apartment buildings, but this project is badly needed and he has been looking for homes with garages big enough to store his cars in and they are not available. He also thanked the applicant for choosing Avondale and pointed out there were more places in Avondale for more facilities if the applicant chose to build more.

Commissioner Alcorn recommended that Staff consider an 8 foot wall instead of a 6 foot wall at this particular site since people will be working on their cars at night, and while it is against the Zoning Ordinance, he believes there is a way around that in this instance.

Vice Chair Meringer asked how tall the storage facilities were and if they would have fluorescent lighting. Mr. Welker stated the garage doors are 14 X 16, sized to bring in a Class A motor coach with satellite dishes on top. He remarked it was not uncommon for individuals to buy back-to-back units and take the center piece out so they could pull the motor coach straight through. He added there was fluorescent lighting on the inside, and it is also not uncommon for individuals to hire interior decorators to decorate the inside of the units. He commented that the owner, Mr. McDaniels, just spent two hours with an interior decorator on one unit, and there is an owner of a unit in Colorado that he would venture to guess has spent more on the interior

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decorator than they did on the unit, but when an individual has five million dollars worth of goodies inside, it seems like the thing to do.

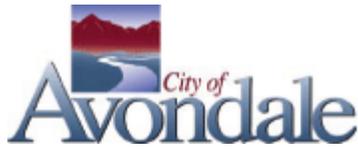
Commissioner Copeland stated she would like to ask Staff if in the future they could be a little more specific in the description, because she does not believe she is the only one that thought at first this was just another storage facility. She encouraged Mr. Welker to investigate putting more properties in Avondale.

Chairperson Lageschulte asked for further discussion, and hearing none, called for a Roll Call vote.

**ROLL CALL VOTE**

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.



# DEVELOPMENT SERVICES

**SUBJECT:**  
Public Hearing and Ordinance 1268-1007 for Del Rio  
Ranch Phase III Rezoning (Z-07-1)

**MEETING DATE:**  
October 1, 2007

**TO:** Mayor and Council  
**FROM:** Brian Berndt, Development Services Director (623)333-4011  
**THROUGH:** Charlie McClendon, City Manager

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**REQUEST:** PAD amendment for Del Rio Ranch Phase III

**PARCEL SIZE:** 176 acres

**LOCATION:** North of Lower Buckeye Road, south of Buckeye Road, and west of El Mirage road to the Agua Fria River. (Exhibits A and B)

**APPLICANT:** Teresa Evidente, Coe & Van Loo Consultants

**OWNER:** Taylor Woodrow Homes

**BACKGROUND:**

Del Rio Ranch includes approximately 410 acres located north of Lower Buckeye Road from Avondale Boulevard to the Agua Fria River (Exhibits A and B). A pre-annexation development agreement for Del Rio Ranch was approved by the City Council on January 16, 2001. The pre-annexation development agreement allowed 396 acres to be developed with 1,665 single-family lots at a density of 4.2 dwelling units per acre (du/ac). It also allowed lot widths of less than 60 feet and 5 and 8 foot side yard setbacks.

The property was annexed on February 22, 2005. The Del Rio Ranch PAD (Planned Area Development) and preliminary plat were approved on February 22, 2005 (Exhibits A and B).

The PAD and preliminary plat allowed a maximum of 1,284 single family lots at a density of 3.43 dwelling units per acre (Exhibit C). A 12-acre commercial parcel located at the northwest corner of Lower Buckeye Road and Avondale Boulevard, and a 6-acre commercial parcel located at the northeast corner of Lower Buckeye Road and El Mirage Road were also included. Phase III was compromised of 496 single family lots on a total site area of 139.99 acres with a maximum gross residential of 3.65 dwelling units an acre.

Final plats for Phase I and Phase II were approved on January 17, 2006. The first phase was from Avondale Boulevard to the power line corridor including the full street improvement of 121st Avenue and full improvement of the power line corridor. The second phase will continue from the first phase to El Mirage Road including full street improvements on El Mirage Road. Phase I and Phase II were divided into Units 1-4. The four units included 780 lots on 245 acres for a density of 3.18 units per acre. There are four lot sizes. The lot sizes range from 5,280 square feet to 19,477 square feet with an average lot size of 7,460 square feet. The lot widths range from 48 feet to 68 feet.

**SUMMARY OF REQUEST:**

1. The applicant proposes to incorporate properties adjacent to the northern most portion of the Del Rio Ranch subdivision (Exhibit E). The properties total 35 acres and are currently vacant. The site is currently zoned County Rural-43 and are generally surrounded by Cashion Tank and Steel to the east, Agua Fria River to the

west, Buckeye Road to the north, and Del Rio Ranch to the south. City Council approved the annexation of the 35 acres on August 6th, 2007.

The General Plan designation for the 35 acre site is Multi-Family Residential (12+ dwelling units per acre) (Exhibit C). The applicant proposes to develop at a lower density of Medium-High Density Residential (2.5 to 4 dwelling units per acre). A General Plan Amendment is not required since the lower density is compatible with the approved Del Rio Ranch subdivision and the lower density does not have a significant impact on the population base.

2. The previously approved Phase III pre-plat had traditional single-family residential lot widths of 48, 53, 60, 63, and 68 feet with lot areas ranging from 5,280 to 8,500 square feet with an average lot size of 7,352 square feet. The applicant is now proposing lot widths of 48, 60, and 63 feet and lot areas ranging from 5,470 to 7,560 square feet with an overall average lot size of 7,669 square feet (Exhibit E).

The previously approved Del Rio Ranch Phase III pre-plat had a total of 496 lots. The proposed Phase III would include 493 lots (Exhibit F).

3. The approved PAD rezone for Del Rio Ranch established a donation agreement with the Littleton Elementary School District. Since that time, the Littleton Elementary School District has identified a need for a school site. The applicant is proposing a 17 acre school site at the south end of Phase III adjacent to the Rio Vista community (Exhibit E). The Superintendent of the Littleton Elementary School District is working with the applicant to confirm that the proposed location, size, and configuration are adequate for the school district.

4. The applicant is proposing to provide levees at the western development line to protect residents from the adjacent Agua Fria River. The levees shall be constructed at the expense of the applicant and shall be reviewed by the Avondale Engineering Department at time of final plat submittal.

#### **PARTICIPATION:**

The applicant conducted a neighborhood meeting at 5:30 PM on Wednesday June 6, 2007 at City Hall, Ocotillo Room. The neighborhood meeting was advertised in the West Valley View on May 22, 2007. Property owners within 500 feet of the subject property were notified of the meeting on May 22, 2007. According to the materials provided by the applicant, four residents attended the meeting and did not oppose the development.

The Littleton Elementary School District and Tolleson Union High School District were notified of the proposed rezoning. The Tolleson Union High School has previously indicated that the District has capacity to accommodate the new subdivision. The applicant is proposing the school site land donation to meet the need of Littleton Elementary School District.

Notice of the Planning Commission hearing was published in the West Valley View on July 31, 2007. The property was posted on July 31, 2007. Letters were mailed out to property owners within 500 feet of the subject property on July 31, 2007. No citizen comments have been received to date.

Notice of the City Council hearing was published in the West Valley View on August 28, 2007. The property was posted on August 31, 2007. Letters were mailed out to property owners within 500 feet of the subject property on August 28, 2007. No citizen comments have been received to date.

#### **PLANNING COMMISSION ACTION:**

The Planning Commission considered this item at their meeting on August 16, 2007 (Exhibit G). The Commission conducted a public hearing and voted 6-0 to forward a recommendation of DENIAL.

#### **ANALYSIS:**

##### **General Plan**

The proposed PAD zoning is consistent with the General Plan designations of Medium Density Residential (2.5 – 4 du/ac), Medium High Density Residential (4 – 8 du/ac) and Multi-Family Residential (12+

du/ac). The area surrounding the site has been transitioning to a suburban character with single family residential subdivisions. The General Plan supports this transition.

- The applicant is requesting densities less than the target density for the respective General Plan designations of 2.79 dwelling units per acre. The proposed overall density for Phase III is less than the overall density for Del Rio Ranch allowed by the development agreement.
- The proposed PAD meets the goals and objectives of the General Plan and Tres Rios Greenway Specific Plan, in particular, provisions for a mix and variety of lot sizes, for open space amenities along the Agua Fria River, and for traffic circulation improvements in and around the project.

### **Compatibility with Surrounding Land Uses**

- The proposed zoning will be compatible with the existing subdivisions in this area. The proposed Phase III is compatible with the lot sizes and densities of the approved Del Rio Ranch Phase I and Phase II. Adjacent subdivisions to the north and south are Medium Density Residential (2.5 -4 du/ac) to Low Density Residential (1-2.5 du/ac).

### **Site Circulation**

- The 125th Avenue, a proposed collector street, shall provide access to Buckeye Road and access to Lower Buckeye Road through the Rio Vista West community. This north/south alignment will provide increased circulation to an area with limited access and serve Phase III of the community, the school site, and neighboring communities. The applicant will be responsible for coordinating any median cuts with the school district for the potential school site.

### **Flood Control**

- A significant portion of the Del Rio Ranch project along the Agua Fria River is located in the FEMA 100-year flood plain and a MCFCD SPF easement. The applicant is proposing to mitigate the affects of flood waters by utilizing a terracing method to transition from the river bottom to a level at which the flood plain and easement do not impact the residential lots. The developer shall construct a levee to be utilized for the Del Rio Ranch project to be consistent with previous development in the City and to better ensure protection of homes from flooding and minimize future costs to the HOA. A stipulation is recommended to require the design of a levee structure along the Agua Fria River and financial assurances for its improvement. The applicant has provided documentation from MCFCD on their continued communication regarding the construction of the levee (Exhibit F).

- The MCFCD is responsible for maintenance and repair of the existing levee structures in the City. The City will pursue an Intergovernmental Agreement with the MCFCD for maintenance of the levee associated with the Del Rio Ranch project.

### **Zoning Ordinance Conformance**

- The proposed development standards are consistent with the requirements for a PAD with the following exceptions: minimum lot widths of 48 feet; minimum front yard setbacks of 18 feet for front entry garages and 15 feet for side entry garages; and a minimum combination of 5 and 8-foot side yard setbacks. The amendment to front yard setbacks is typical for similar projects and considered minimal. The standards are compatible to Del Rio Ranch Phase I and II developments and the development agreement. There will still be a minimum of 20 feet from the garage door to the sidewalk. The modifications will not be detrimental to the project.
- The PAD does not specifically address permitted uses for the residential portion of the project. Staff is recommending a stipulation to clarify that the permitted uses will include those uses allowed by Section 202 of the Zoning Ordinance.
- The project open space is greater than the 10% required for PAD zoning. The 18 acres of active open

space, the quality amenity package, pedestrian linkages and distribution of open space set the character of the Del Rio Ranch development. Trail lighting and pedestrian rest stops are provided throughout the Del Rio Ranch project and are provided along the Agua Fria River.

- The proposed subdivision includes main entry signs adjacent at 125th Avenue near Lower Buckeye and Buckeye Roads. Parcel entry monumentation provides further neighborhood identification. The proposed signage meets the intent of Section 9 of the Zoning Ordinance.
- The proposed subdivision includes theme wall, decorative fences, and view fences that match the existing wall elevations for Del Rio Ranch Phase I and II.

### **FINDINGS:**

Staff believes the proposed rezoning meets the following findings:

- The PAD zoning is in conformance with the General Plan and Tres Rios Greenway Specific Plan.
- The PAD zoning is in conformance with the Development Agreement.
- The type, quantity and quality of open space will set the character and enhance the Del Rio Ranch project.
- The flood mitigation concerns will be alleviated by providing a levee along the Agua Fria River.
- The circulation is suitable to serve the proposed project and the anticipated traffic which will be generated.
- The PAD zoning will result in compatible land use relationships.
- The PAD zoning with the proposed stipulations will ensure quality development.

### **RECOMMENDATION:**

The Planning Commission conducted a public hearing and voted 6-0 to forward a recommendation of DENIAL. If the City Council chooses to accept the findings and APPROVE the proposed rezoning the following five (5) stipulations should apply:

1. Development shall conform to the Del Rio Ranch Plan of Development date stamped August 2, 2007 except as modified by these stipulations.
2. The developer shall be responsible for constructing a levee along the Agua Fria River as follows:
  - a. The design of the levee shall be approved by the appropriate agencies including, but not limited to the City, Maricopa County Flood Control District and the Army Corps of Engineers prior to approval of final plat for the Del Rio Ranch Phase III project.
3. All water rights, to the extent controlled by the developer, for development shall be transferred to the City of Avondale prior to the issuance of building permits for the respective phase.
4. Trail lighting and pedestrian rest stops shall be provided along the trail adjacent to the Agua Fria River in conformance with the Tres Rios Greenway Specific Plan and consistent with the lighting and trail furnishings provided for the remainder of the Del Rio Ranch project. The improvements shall be included on the final landscape plan.
5. Permitted uses shall conform to Section 202 of the Zoning Ordinance.

### **PROPOSED MOTION:**

I move that the City Council accept the findings and ADOPT the ordinance approving Case Z-07-1, a request for PAD Amendment to Del Rio Ranch Phase III, subject to the 5 stipulations recommended by staff.

### **ATTACHMENTS:**

Exhibit A - Zoning Vicinity Map

- Exhibit B - Air Photo 2006
- Exhibit C - General Plan Land Use Map
- Exhibit D - Summary of Related Facts
- Exhibit E - Plan of Development dated August 2, 2007
- Exhibit F - MCFCD Levee review letter
- Exhibit G - Draft August 16, 2007 Planning Commission minutes Ordinance

**ATTACHMENTS:**

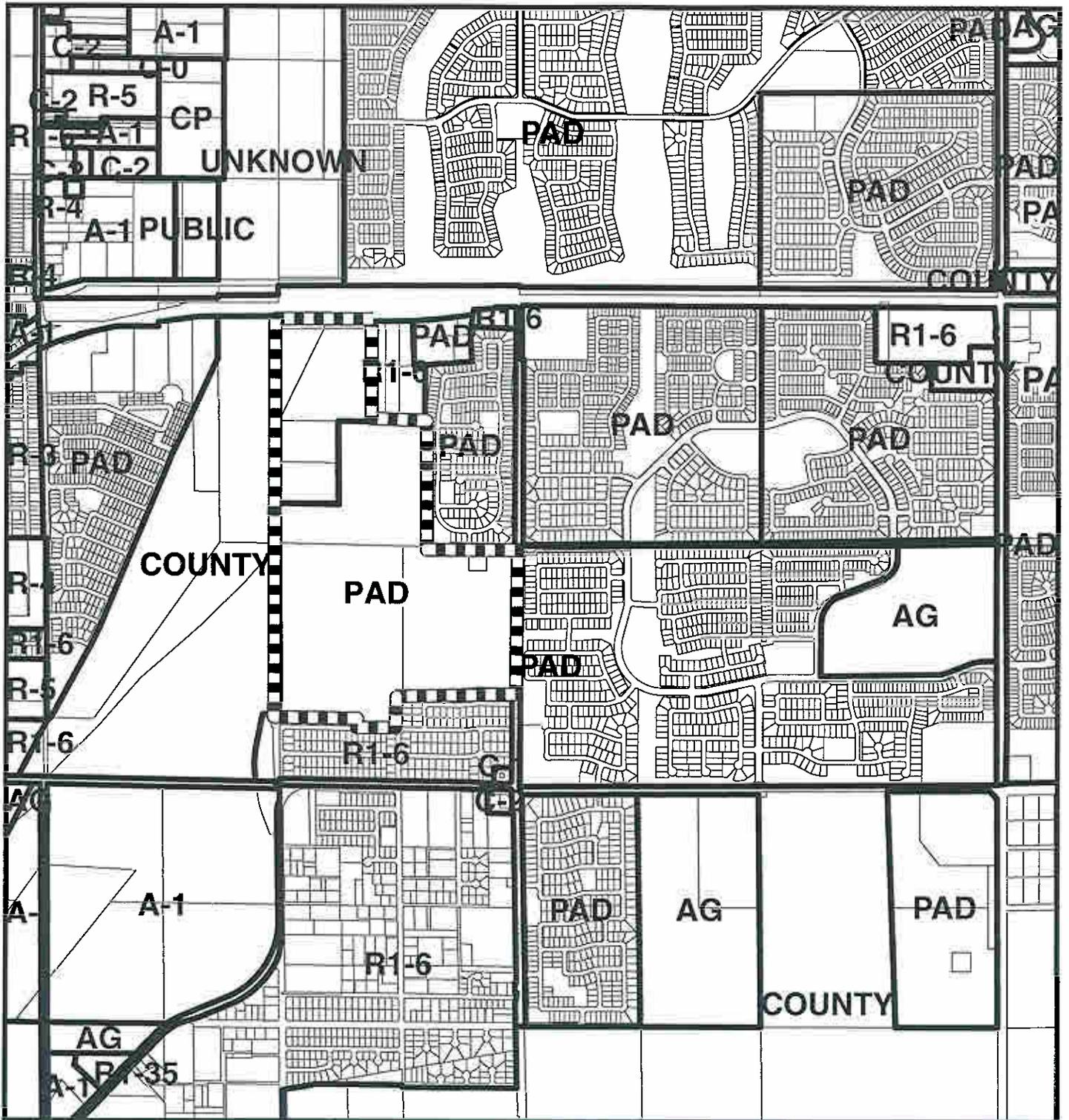
Click to download

[Exhibits](#)

[Ordinance 1268-1007](#)

**PROJECT MANAGER:**

Megan Neal, Planner II 623.333.4018

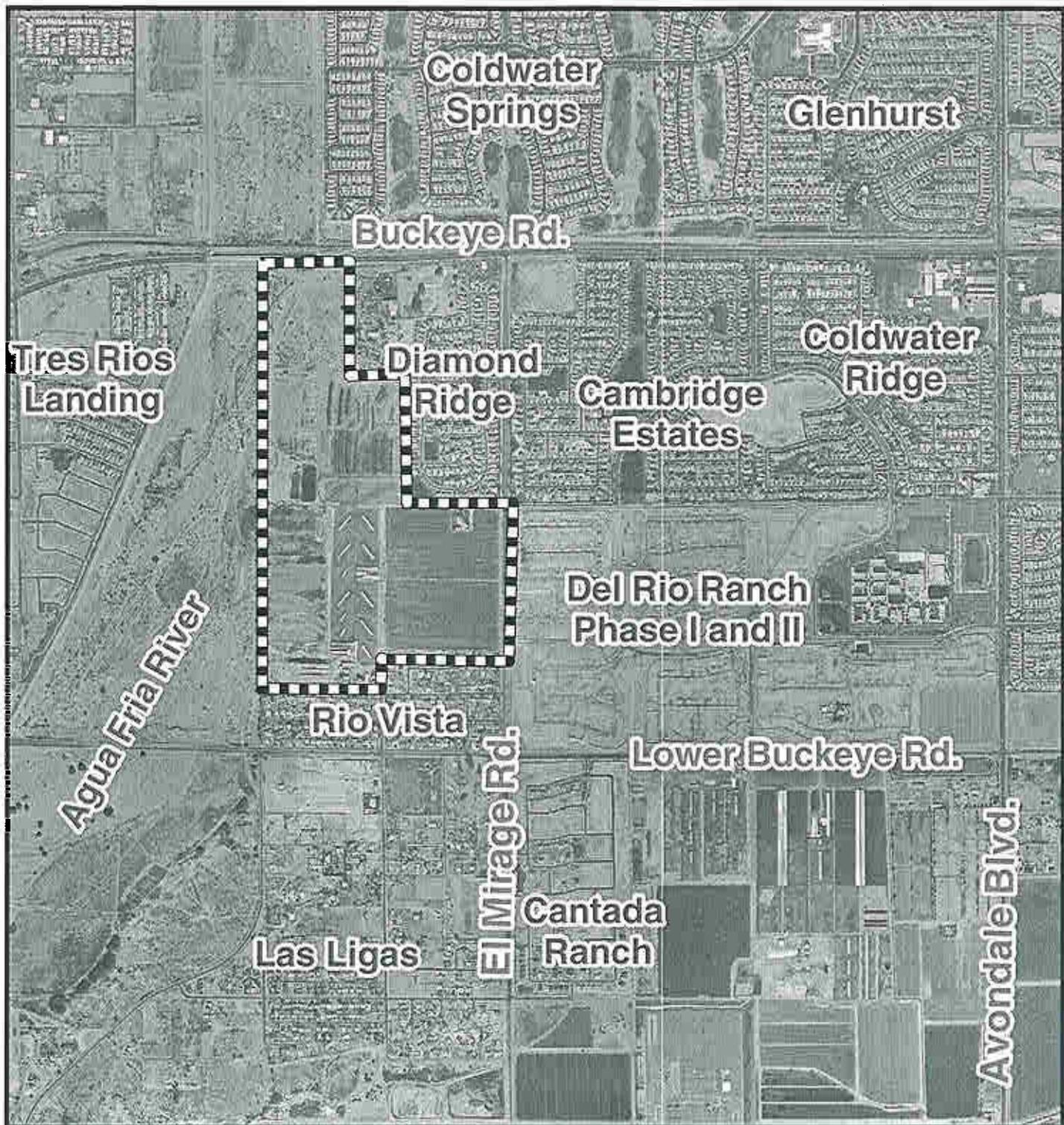


### Zoning Vicinity Map



Subject Property



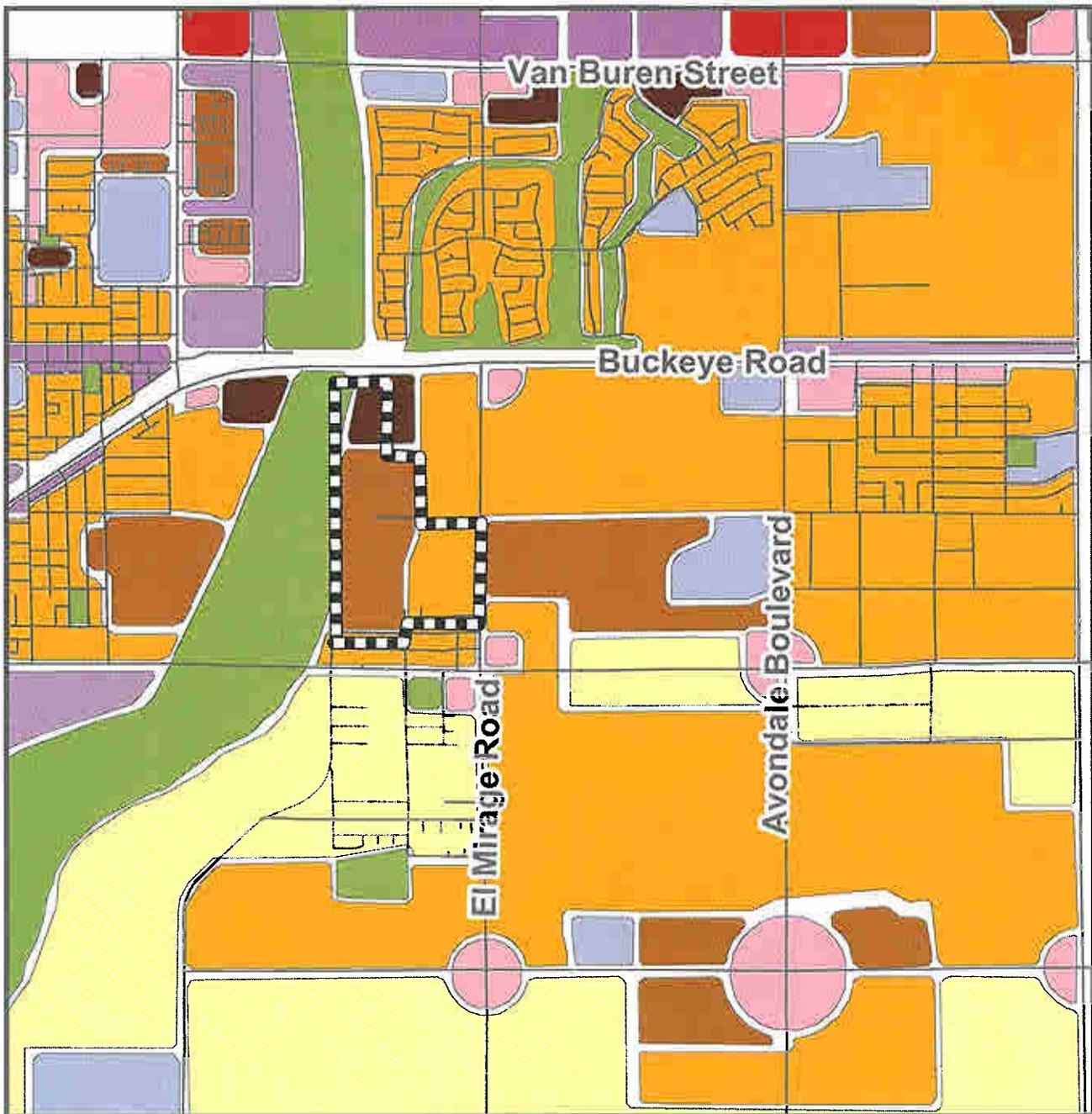


2006 Aerial Photograph



Subject Property





### General Plan Land Use

- |  |   |
|--|---|
|  Commercial                 |  Medium High Density Residential |
|  Employment                 |  Mixed Use                       |
|  Freeway Commercial         |  Multi Family Residential        |
|  High Density Residential   |  Open Space                      |
|  Low Density Residential    |  Public Facilities               |
|  Medium Density Residential |  Subject Property                |

*SUMMARY OF RELATED FACTS  
APPLICATION Z-07-1*

<i>THE PROPERTY</i>	
PARCEL SIZE	176Acres
LOCATION	North of Lower Buckeye Road, south of Buckeye Road, and west of El Mirage road to the Agua Fria River.
PHYSICAL CHARACTERISTICS	A relatively flat, irregular shaped property
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD
ZONING HISTORY	See Background in Report
DEVELOPMENT AGREEMENT	A pre-annexation development agreement was approved by the City Council on January 16, 2001.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	County – Tank Business and vacant; Across Buckeye Road, Coldwater Springs, PAD.
EAST	Del Rio Ranch PAD, Diamond Ridge PAD
SOUTH	Rio Vista West; R1-6
WEST	Agua Fria River

<i>GENERAL PLAN</i>	
The property is designated as Medium Density Residential (2.5 – 4 du/ac), Medium High Density Residential (4 – 8 du/ac) and Multi-Family Residential (12+ du/ac).	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary and Tolleson Union High School
ELEMENTARY SCHOOL	Littleton Elementary and Collier Elementary
MIDDLE SCHOOL	Underdown Junior High and Collier Elementary
HIGH SCHOOL	La Joya Community High School

<i>STREETS</i>	
<b>El Mirage Road</b>	
Classification	Arterial
Existing full street ROW	88 feet
Standard full street ROW	110 feet

**Exhibit D**

Existing full street improvements	2 travel lane
Standard full street improvements	5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
<b>Lower Buckeye Road</b>	
Classification	Arterial
Existing half street ROW	33 feet
Standard half street ROW	55 feet
Existing half street improvements	1 travel lane
Modified half street improvements	2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
<b>125<sup>th</sup> Avenue</b>	
Classification	Collector
Existing full street ROW	0 Feet
Standard full street ROW	80 Feet
Existing full street improvements	None
Standard full street improvements	3 traffic lanes, bike lane, curb and gutter, sidewalks, landscaping and street lights.

*UTILITIES*

Water connection will be provided to existing 12-inch water lines in El Mirage Road, and Lower Buckeye Road, and an existing 8-inch line in 125<sup>th</sup> Avenue.

Wastewater will ultimately be connected to a 36-inch sewer line in El Mirage Road.



## **AGENDA**

---

Meeting: Del Rio Ranch  
Day, Date: Wednesday, 6/28/2006  
Start Time: 3:00 P.M. Estimated Ending Time: 4:00 P.M.  
Attendees: Representatives from MCDOT, MCFCD, Taylor Woodrow, Coe & Van Loo  
Distribution:

### **OBJECTIVE:**

Develop a plan and schedule for a proposed levee at the north boundary of Del Rio Ranch to MC85. MCDOT currently owns property between the Del Rio Ranch north boundary and MC 85. For the levee to tie into the bridge MCDOT and MCFCD will need to approve and issue applicable permits.

### Items for Discussion

- Levee alignment and alternatives for levee termination on the north boundary of the Del Rio project.
- Preliminary grading/levee design submitted to the City of Avondale and the FCD.
- Schedule for plan review, permits, fees, etc.

### Items specific for the FCD

- Operations and Maintenance agreement examples.
- Toe down requirements for levee.
- Requirements for next submittal i.e. HEC-RAS model. Can we submit with CLOMR since the CLOMR will have all the information?



## **AGENDA**

---

Meeting: Del Rio Ranch  
Day, Date: Wednesday, 7/25/2007  
Start Time: 3:00 P.M. Estimated Ending Time: 4:00 P.M.  
Attendees: Representatives from MCDOT, MCFCD, Taylor Woodrow, Coe & Van Loo,  
City of Avondale  
Distribution:

### **OBJECTIVE:**

To present 30% completion plans for the Del Rio Ranch Levee. Discuss any major design concerns.

### Items for Discussion

- ADOT/FCD access road on the south side of MC85
- Tie in details of the levee to the MC85 bridge and to the existing levee on the south
- Demolition details for levee plans
- Submittal requirements to both ADOT and MCFCD
- Army Corps submittal for fringe easement release
- Status of deeding property west of the levee currently owned by Triple G Farms LLC

**PLANNING COMMISSION  
REGULAR MEETING  
DRAFT**

**CITY COUNCIL CHAMBERS  
11465 W. CIVIC CENTER DR.  
AVONDALE, AZ 85323**

**Thursday, August 16, 2007  
7:00 P.M.**

**I. CALL TO ORDER**

The regular meeting was called to order at approximately 7:00 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  
Edward Meringer, Vice Chair  
Michael Alcorn, Commissioner  
Alan Lageschulte, Chairperson  
Kevin Grimsley, Commissioner

Chairperson Lageschulte introduced Page Hannah, Alternate.

**CITY STAFF PRESENT**

Tracy Stevens, Planning Manager  
Megan Neal, Planner II  
Eric Morgan, Planner II  
Scott Wilken, Senior Planner  
Alice Barlow, Sr. Admin. Clerk

Chairperson Lageschulte moved to Items No. 2 and 5.

2. Z-07-1: Teresa Evidente of Coe & Van Loo, 4550 N. 12<sup>th</sup> St., Phoenix, AZ, is requesting a PAD amendment to Del Rio Ranch Phase III (176 acres) located north of Lower Buckeye Rd, south of Buckeye Rd and west of El Mirage Rd. to the Agua Fria River. Staff Contact: Megan Neal.

5. PP-07-1: Teresa Evidente of Coe & Van Loo Consultants, 4550 N. 12<sup>th</sup> St., Phoenix, AZ, is requesting preliminary plat approval of Del Rio Ranch Phase III at El Mirage and Lower Buckeye Rd. Staff Contact: Megan Neal.

Megan Neal, Planner II, gave the presentation on Z-07-1 and PP-07-1, stating the majority of the property is currently zoned within the Del Rio PAD; however, 35 acres is zoned Rural 43 and was annexed into the City on August 6, 2007. She described the surrounding properties and the General Plan designations as Medium Density Residential (2.5 – 4 du/ac), Medium High Density Residential (4 – 8 du/ac) and Multi-Family Residential (12+ du/ac). Ms. Neal stated the applicant proposed to incorporate the 35 acres to the north and develop at a lower density of Medium High Density Residential (2.5 – 4 du/ac) to compliment the existing Del Rio Ranch. She explained the PAD amendment has revisions to the development standards, and that the previously approved Del Rio Ranch Phase III had a total of 496 lots at a density of 3.65 dwelling units, and the proposed Phase III would include 493 lots at a density of 2.79 du/ac. Ms. Neal informed the Commission that originally there was a donation agreement with Littleton Elementary School; however, since that time the school district has identified a need for a school site and the applicant is proposing a 17 acre school site. She stated the applicant is proposing to provide a levy at the western development line to protect the residents from the adjacent Agua Fria River, which shall be constructed at the expense of the applicant and will be reviewed by the Avondale Engineering Department at the time of submittal. Ms. Neal continued, stating the applicant has proposed lot widths of 48', 60' and 63' with lot sizes ranging from 5,520 to 7,560 square feet, and setbacks are consistent with Phase I and Phase II of Del Rio Ranch. She explained Phase III would continue the same design style as Phase I and II and the landscape plan provides the 10 percent open space as required, as well as an 8 foot multi-use trail and a 5 acre centralized park and pocket parks.

Ms. Neal reported the PAD and preliminary plat meets the objectives of the Avondale General Plan, the Tres Rios Greenway Specific Plan, and Subdivision Regulations, and Staff believes the PAD zoning will result in compatible land use relationships. She stated Staff is recommending five stipulations for the PAD and 10 stipulations for the preliminary plat, primarily regarding levy construction and maintenance, the extension of 125<sup>th</sup> Avenue, and trail amenities.

Chairperson Lageschulte invited questions for Staff.

Commissioner Webster stated she was under the impression that building in a flood plain was not the best idea and financing a structure in a flood plain was very difficult, and asked was that not true. Ms. Neal responded that the 35 acres the applicant was incorporating had a large area that was in the flood way of the Agua Fria River, and the levy they will be constructing will protect the rest of the residents from the flood way area. Commissioner Webster asked if the houses were in the flood plain. Ms. Neal replied no, the houses were not in the flood plain.

Commissioner Grimsley asked what change was needed in the donation agreement with Littleton Elementary School District. Ms. Neal stated the original donation agreement

was monetary and now the applicant would be donating the land. Commissioner Grimsley stated Tolleson High School District claimed to have capacity to accommodate the new subdivision and asked does that mean they have a current high school, and if so, which one, and if not, where will the new high school be located. Ms. Neal responded Tolleson has a high school to support the new subdivision, La Joya High School. Commissioner Grimsley asked if La Joya High School was not at capacity. Ms. Neal stated she was not aware if La Joya was at capacity or not. Commissioner Grimsley stated he knew most of the other high schools in the area were at capacity and it is a big concern of his.

Commissioner Copeland asked who would build the school on the donated land. Ms. Neal stated the developer has several ways of contributing to the school: monetary, land or reserve the site for the school to purchase. She explained in this instance the developer is donating the land and the school would be building on the site. Commissioner Copeland asked if the school district had the money to build a new school. Ms. Neal stated they did. Commissioner Copeland asked if there was a date for completion of the school. Ms. Neal responded they had no date from the school district on completion of the school.

Commissioner Iwanski asked if there is a web site in terms of impact of the Tres Rios levy, river improvements, flood control, erosion control, etc. Mr. Wilken, Senior Planner, responded he did not believe this project falls within the Tres Rios or the El Rio project and if Commissioner Iwanski desires further information on the Tres Rios waterway project or the El Rio project, the Maricopa County Flood Control District web site has information on that subject.

Vice Chair Meringer asked if the pedestrian underpass went straight under El Mirage Rd. to connect Phase I and Phase II to Phase III. Ms. Neal responded they are making a pedestrian underpass and also an at-grade trail crossing, and this is probably in response to the school site that is going to be located in the southern part of the development for students who will be traveling through Phase I and Phase II to get to the elementary school.

Chairperson Lageschulte stated it appeared the project was going halfway across the Agua Fria River and asked where the levy would be located and if it followed the existing shoreline. Ms. Neal responded the levy will be directly adjacent to the lotting that will take place and pointed out the levy on a slide for the Commission. She added the levy would have to be reviewed by the City, as well as the Maricopa County Flood Control District.

Commissioner Copeland asked if Maricopa and others need to review the levy, why the Commission was voting on the project now. Ms. Neal replied there had been some communication with the Maricopa County Flood Control District, and when the final plat comes in for application, that is when the construction of the levy will be reviewed by Avondale and Maricopa County, and the applicant will have to produce approval from Maricopa County Flood Control District that this is going to provide a safe environment for those residents.

Chairperson Lageschulte asked if the Commission had gone through this once before for this property. Ms. Neal responded that was correct and the major change was the applicant was incorporating the 35 acres into their PAD, and other major changes included the school site donation and the development standard changes. She added that otherwise Phase III was previously approved as part of the PAD, and a preliminary plat was recorded as well. Chairperson Lageschulte asked if the 35 acres fell into Avondale's new Ordinances as far as lot widths and side yard setbacks, as he thought the Commission had worked three years on the project of attempting to get wider lots and larger side yard setbacks, and now applicants are coming in with sardine cans again. Ms. Neal directed Chairperson Lageschulte to what Taylor Woodrow Homes approved and what they are now proposing. Chairperson Lageschulte stated the Commission had not approved anything yet and stated what he was asking was does this new section fall under Avondale's Ordinances. Ms. Neal explained that a PAD district allows for deviation from the City's standards, so Taylor Woodrow Homes is proposing setbacks of 8' and 5' on the sides and Phase I and Phase II were approved for that, and Taylor Woodrow Homes is trying to compliment that in Phase III.

Commissioner Alcorn asked if he was wrong to assume that the Army Corps of Engineers would put its foot into the project eventually as far as the levy. Ms. Neal stated he believed they would be involved on some level and they would just be looking at construction and maintenance of the levy with the Maricopa County Flood Control District. Commissioner Alcorn inquired was Staff ready for the Army Corps of Engineers to come along and say the levy was not going to work because he would promise they will do so. Ms. Neal stated this development is reliant on the levy to protect those residents and it is going to have to be reviewed by Maricopa County, the Army Corps of Engineers, and the City of Avondale.

Chairperson Lageschulte called for further questions of Staff, and receiving none, invited the applicant to address the Commission. As there were no questions for the applicant, the applicant did not address the Commission. Chairperson Lageschulte opened the item for public hearing. There were no requests to speak. Chairperson Lageschulte invited questions for Staff or the applicant, and hearing none, asked for a motion.

Commissioner Alcorn moved that the Planning Commission accept the findings and recommend approval of case Z-07-1, a request for a PAD amendment to Del Rio Ranch Phase III subject to the five stipulations recommended by the Staff. Commissioner Iwanski seconded the motion.

Chairperson Lageschulte opened the floor to discussion.

Commissioner Copeland remarked that at some point in the near future she would like to get an estimated date of when the school would be completed, as she would hate to think the residents of the project would have no school for their children to attend.

Vice Chair Meringer stated he would like to know if the Commission would be better off tabling this item before approving it, until the Maricopa County Flood District and the City of Avondale reviews the project and comes to an agreement on the levy.

Commissioner Alcorn stated he likes the table idea and he would like the developer to reconsider the setbacks to come more in line with what the City has passed, as this project is too crowded.

Commissioner Grimsley remarked as far as a levy holding and the confidence New Orleans had that their levy would hold, building adjacent to a flood plain does not scream intelligence. He stated as far as the architecture of the homes, they were very beautiful; however, if people would be buying these beautiful, large homes, they would not want them this close to one another and part of that 13 feet being a cinder block wall, and the developer definitely needs to consider adhering to the current zoning regulations for residential housing.

Chairperson Lageschulte stated he agrees with Commissioner Grimsley. He said he has been hearing "we cannot do that" on projects and he wants a written report on why "we cannot do that." He declared he wants to see the side yard setbacks that are in the Ordinance and he wants to see the wider lot widths that are in the Ordinance, and if not, he wants a written explanation as to why we cannot have that and we cannot do that. He continued, stating the Ordinance was passed and he wants to see it adhered to, or he wants to see it in writing if it cannot be done. Chairperson Lageschulte stated he was in favor of tabling the item until next month when the applicant could bring in paperwork explaining why the City cannot have wider lots and wider side yard setbacks. Chairperson Lageschulte requested to change the motion to table the motion until next month.

Mr. Wilken, Senior Planner, interjected in response to Vice Chair Meringer's concern that he wanted clarification from the County on the levy, that the developer could not submit the levy to be reviewed by the County unless the item was moving forward. On the issue of the setbacks, he stated the option was to table the item and bring it back, or the Commission could recommend denial and have the applicant start all over.

Having a motion and a second, Chairperson Lageschulte called for a Roll Call vote.

#### ROLL CALL VOTE

Commissioner Webster	Nay
Commissioner Copeland	Nay
Vice Chair Meringer	Nay
Commissioner Alcorn	Nay
Chairperson Lageschulte	Nay
Commissioner Grimsley	Nay
Commissioner Iwanski	Nay

The motion failed to pass by unanimous vote.

Mr. Wilken stated the applicant requests an opportunity to speak. Chairperson Lageschulte stated the Commission would first vote on the second item, PP-07-1. Mr. Wilken informed Chairperson Lageschulte that the Commission had not come to a recommendation of approval, denial or to table the project and should so move.

Commissioner Grimsley moved that the Planning Commission not accept the findings and recommend denial of case Z-07-1, a request for a PAD amendment to Del Rio Ranch Phase III. Commissioner Alcorn seconded the motion. Chairperson Lageschulte called for a Roll Call vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

Chairperson Lageschulte closed the public hearing.

Chairperson Lageschulte called for a motion on PP-07-1. Commissioner Grimsley moved that the Planning Commission reject the finding and recommend denial of case PP-07-1, a request for preliminary plat approval subject to the 10 stipulations recommended by Staff. Commissioner Copeland seconded the motion. Chairperson Lageschulte called for a Roll Call vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

Chairperson Lageschulte asked if that would take care of the item until the applicant comes forth with the correct paperwork. Mr. Wilken responded that the City Council would hear the item with the Planning Commission's recommendation of denial.

**ORDINANCE NO. 1268-1007**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE GENERAL DEVELOPMENT PLAN AND PROGRAM AND STIPULATIONS OF ZONING APPROVAL FOR THE DEL RIO RANCH PHASE III PAD FOR APPROXIMATELY 176 ACRES LOCATED NORTH OF LOWER BUCKEYE ROAD, SOUTH OF BUCKEYE ROAD, AND WEST OF EL MIRAGE ROAD TO THE AGUA FRIA RIVER AS SHOWN IN FILENAME Z-07-1.

**WHEREAS**, on February 22, 2005, the Council of the City of Avondale (the “City Council”) approved the Del Rio Ranch PAD rezoning for approximately 396 acres of real property generally located north of Lower Buckeye Road between Avondale Boulevard and Agua Fria River; and

**WHEREAS**, on August 6, 2007, the City Council approved annexation of approximately 35 acres of real property adjacent to Del Rio Ranch (the “Additional Property”), at which time the zoning for the Additional Property was established as Agricultural (AG); and

**WHEREAS**, the City Council desires to rezone the Additional Property and to include the Additional Property within the Del Rio Ranch PAD; and

**WHEREAS**, the City Council desires to amend the Del Rio Ranch PAD Development Plan and Program to modify Phase III (comprising approximately 141 acres) and to modify development standards; and

**WHEREAS**, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, the Commission held a public hearing on Thursday, August 16, 2007, on this Ordinance pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, the Commission recommended to the City Council that this Ordinance be denied; and

**WHEREAS**, the City Council held a public hearing regarding this Ordinance on Monday, October 1, 2007.

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

SECTION 1. That ± 176 acres of certain real property generally located North of Lower Buckeye Road, south of Buckeye Road and west of El Mirage Road to the Agua Fria River as shown in filename Z-07-1 (the “Property”), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Agricultural (AG) and PAD/ R1-43 to Planned Area Development (PAD) and subsequently, the Planned Area Development (PAD) is amended, subject to the following conditions:

1. Development shall conform to the Del Rio Ranch Plan of Development date stamped August 2, 2007, except as modified by these stipulations.
2. The developer shall be responsible for constructing a levee along the Agua Fria River. The design of the levee shall be approved by the appropriate agencies including, but not limited to the City of Avondale, Flood Control District of Maricopa County and the Army Corps of Engineers prior to approval of final plat for the Del Rio Ranch Phase III project.
3. All water rights, to the extent controlled by the developer, for development shall be transferred to the City of Avondale prior to the issuance of building permits for the respective phase.
4. Trail lighting and pedestrian rest stops shall be provided along the trail adjacent to the Agua Fria River in conformance with the Tres Rios Greenway Specific Plan and consistent with the lighting and trail furnishings provided for the remainder of the Del Rio Ranch project. The improvements shall be included on the final landscape plan.
5. Permitted uses shall conform to Section 202 of the Zoning Ordinance.

SECTION 2. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, October 1, 2007.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1268-1007

[Legal Description and Map]

See following pages.

December 5, 2006

LEGAL DESCRIPTION FOR  
DEL RIO RANCH  
PHASE 3

That part of the East half of Section 14, Township 1 North , Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 14, from which the Northeast Corner of said Section 14 bears South 89°53'41" East, a distance of 2,643.77 feet;

Thence South 00°03'39" West, along the West line of the Northeast Quarter of said Section 14, a distance of 340.14 feet to the True Point of Beginning;

Thence South 89°53'41" East, departing said West line, a distance of 990.25 feet;

Thence South 00°15'21" West, a distance of 1,021.28 feet;

Thence South 89°13'16" East, a distance of 616.85 feet;

Thence South 00°34'38" West, a distance of 1,368.59 feet to a point on the North line of the Southeast Quarter of said Section 14;

Thence South 88°32'28" East, along said North line, a distance of 478.11 feet;

Thence South 01°27'32" West, departing said North line, a distance of 250.00 feet;

Thence South 88°32'28" East, a distance of 250.00 feet;

Thence North 01°27'32" East, a distance of 250.00 feet to a point on the North line of the Southeast Quarter of said Section 14;

Thence South 88°32'28" East, along said North line, a distance of 244.99 feet to a point on a line which is parallel with and 55.00 feet Westerly, as measured at right angles, from the East line of the Southeast Quarter of said Section 14;

Thence South 00°33'56" West, along said parallel line, a distance of 1,574.27 feet;

Thence North 88°40'56" West, departing said parallel line, a distance of 370.10 feet;

Thence South 84°36'45" West, a distance of 203.78 feet;

Thence South 00°04'25" West, a distance of 39.31 feet;

Thence North 88°40'56" West, a distance of 680.00 feet;



Legal Description for  
Del Rio Ranch  
Phase 3  
December 5, 2006

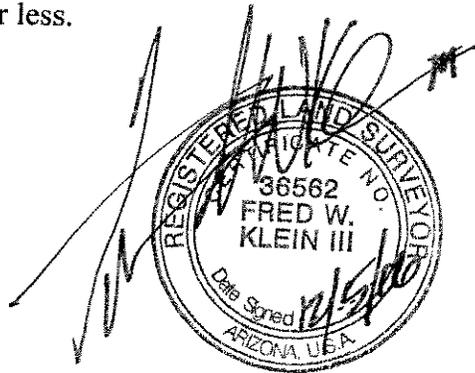
Thence South 00°01'12" West, a distance of 362.95 feet;  
Thence North 88°40'56" West, a distance of 463.08 feet;  
Thence North 01°19'04" East, a distance of 66.79 feet;  
Thence North 87°46'21" West, a distance of 737.72 feet;  
Thence North 65°24'03" West, a distance of 80.87 feet;

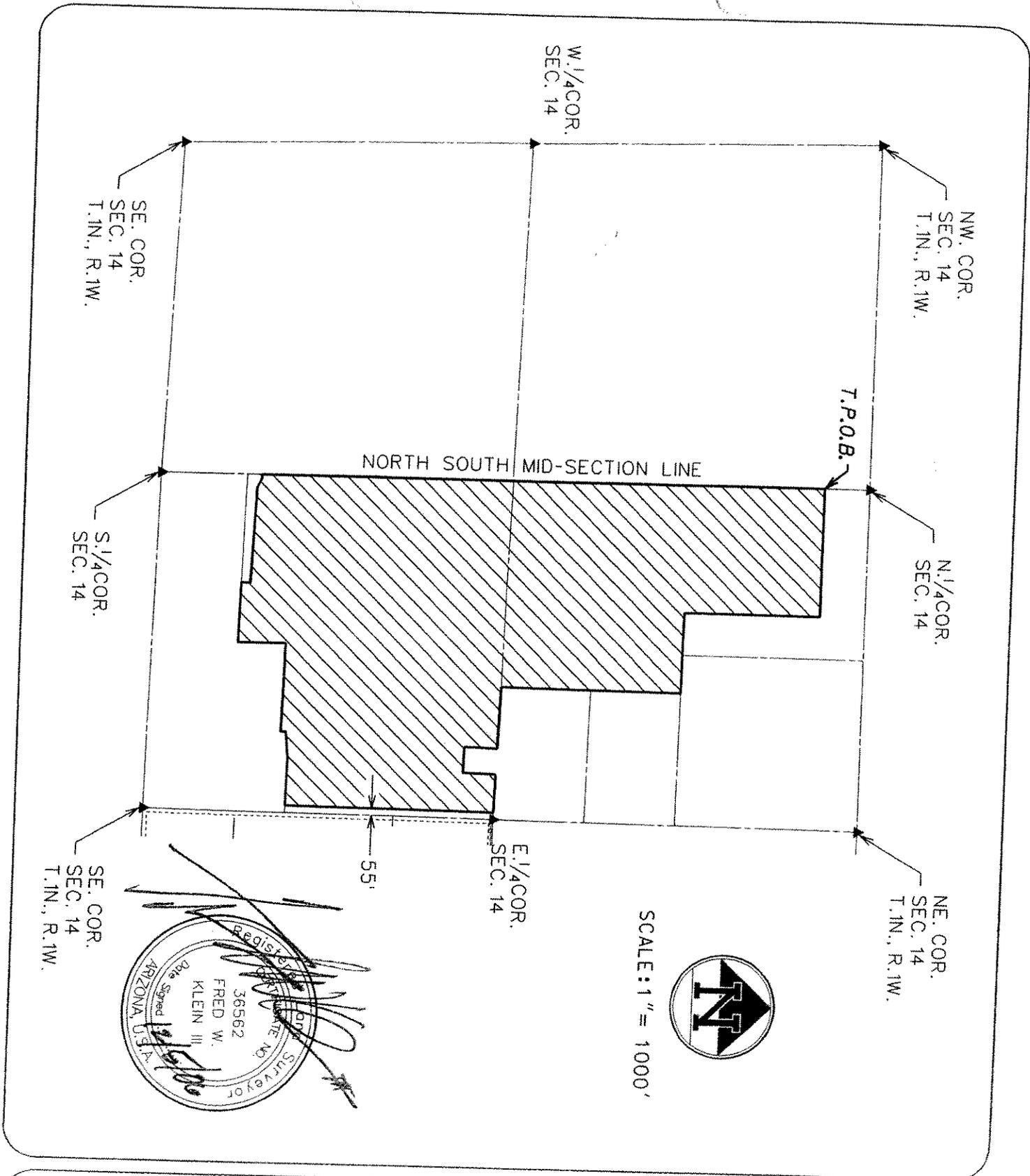
Thence North 89°45'24" West, a distance of 25.36 feet to a point on the West line of the Southeast Quarter of said Section 14;

Thence North 00°03'27" East, along said West line, a distance of 1,896.88 feet to a point on the West line of the Northwest Quarter of said Section 14;

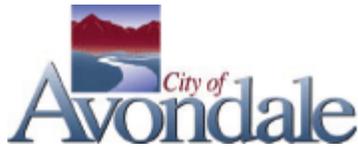
Thence North 00°03'39" East, along said West line, a distance of 2,359.47 feet to the True Point of Beginning.

Containing 176.348 Acres, more or less.





<b>EXHIBIT</b> N:\030113\LAND\EH-PH3.DGN 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	DEL RIO RANCH PHASE 3		JOB NO 030113
	<b>COE &amp; VAN LOO</b> PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE		SHEET 1 OF 1



# DEVELOPMENT SERVICES

**SUBJECT:**  
Preliminary Plat Amendment for Del Rio Ranch Phase  
III (PP-07-1)

**MEETING DATE:**  
October 1, 2007

**TO:** Mayor and Council  
**FROM:** Brian Berndt, Development Services Director (623)333-4011  
**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** Staff is requesting that the City Council approve a Preliminary Plat amendment for Del Rio Ranch Phase III.

**PARCEL SIZE:** 176 acres

**LOCATION:** North of Lower Buckeye Road, south of Buckeye Road, and west of El Mirage road to the Agua Fria River. (Exhibits A and B)

**APPLICANT:** Teresa Evidente, Coe & Van Loo Consultants

**OWNER:** Taylor Woodrow Homes

**BACKGROUND:**

Del Rio Ranch includes approximately 410 acres located north of Lower Buckeye Road from Avondale Boulevard to the Agua Fria River (Exhibits A and B). A pre-annexation development agreement for Del Rio Ranch was approved by the City Council on January 16, 2001. The pre-annexation development agreement allowed 396 acres to be developed with 1,665 single-family lots at a density of 4.2 dwelling units per acre (du/ac). It also allowed lot widths of less than 60 feet and 5 and 8 foot side yard setbacks.

The property was annexed on February 22, 2005. The Del Rio Ranch PAD (Planned Area Development) and preliminary plat were also approved on February 22, 2005 (Exhibits A and B).

The PAD and preliminary plat allowed a maximum of 1,284 single family lots at a density of 3.43 dwelling units per acre (Exhibit C). A 12-acre commercial parcel located at the northwest corner of Lower Buckeye Road and Avondale Boulevard, and a 6-acre commercial parcel located at the northeast corner of Lower Buckeye Road and El Mirage Road were also included. Phase III was comprised of 496 single family lots on a total site area of 139.99 acres with a maximum gross residential of 3.65 dwelling units an acre.

Final plats for Phase I and Phase II were approved on January 17, 2006. The first phase was from Avondale Boulevard to the power line corridor east of El Mirage Road including the full street improvement of 121st Avenue and full improvement of the power line corridor. The second phase will continue from the first phase to El Mirage Road including full street improvements on El Mirage Road. Phase I and Phase II were divided into Units 1-4. The four units included 780 lots on 245 acres for a density of 3.18 units per acre. There are four lot sizes. The lot sizes range from 5,280 square feet to 19,477 square feet with an average lot size of 7,460 square feet. The lot widths range from 48 feet to 68 feet.

**SUMMARY OF REQUEST:**

1. The Del Rio Ranch Phase III proposed preliminary plat shows 493 single-family units on 176 gross acres for an overall density of 2.79 dwelling units per acre. Del Rio Ranch Phase III features three standard lot sizes

ranging from 5,520 to 7,560 square feet. Minimum lot sizes are 48'x115', 60'x120', and 63'x120'.

## LOT SUMMARY TABLE

Typical Lot Size	Yield	Mix %
48' x 115'	157	32%
60' x 120'	132	27%
63' x 120'	204	41%
<b>TOTAL</b>	<b>493</b>	<b>100%</b>

2. Front yard setbacks are staggered from 18' to 21' with no more than two adjacent homes having the same setback. Minimum side yard setbacks are 8' and 5'. Rear yards have a setback of 15'. No more than two 2-story homes in a row will back up to an arterial or major collector street.

3. Lower Buckeye Road, El Mirage Road, and 125th Avenue will provide direct access to the site. An 8' multi-use path is planned throughout the site which provides connections to the Agua Fria River, proposed school site, and other amenities planned throughout development.

4. The proposed 17 acre school site is located north of the existing Rio Vista West subdivision west of proposed 125th Avenue. The applicant has entered into an agreement with the school district to donate the site.

5. The PAD amendment request for Del Rio Ranch Phase III is a companion to this pre-plat request.

### **PARTICIPATION:**

A neighborhood meeting is not required for preliminary plats.

The Littleton Elementary School District and Tolleson High School District were notified of the proposed project. No additional comments have been received to date.

### **PLANNING COMMISSION ACTION:**

The Planning Commission considered this item at their meeting on August 16, 2007 (Exhibit F). The Commission conducted a public hearing and voted 6-0 to forward a recommendation of DENIAL.

### **ANALYSIS:**

#### **General Plan, Zoning and Subdivision Regulations**

· The proposed PAD zoning amendment request is consistent with the General Plan designations of Medium Density Residential (2.5 – 4 du/ac), Medium High Density Residential (4 – 8 du/ac) and Multi-Family Residential (12+ du/ac). The area surrounding the site has been transitioning to a suburban character with single family residential subdivisions. The General Plan supports this transition.

· The preliminary plat meets the requirements of the PAD district.

· The proposed plat complies with the City of Avondale Subdivision Regulations. The plat provides curvilinear streets, unique lot layouts, open space, and block configuration.

#### **Compatibility with Surrounding Land Uses**

· The proposed amendment is compatible with the existing subdivisions in this area. The proposed Phase III is compatible with the lot sizes and densities of the approved Del Rio Ranch Phase I and Phase II, the development agreement, and adjacent subdivisions to the north and south.

#### **Site Circulation**

- The 125th Avenue, a future collector street, shall provide access to Lower Buckeye Road through the Rio Vista West community. This north/south alignment will provide increased circulation to an area with limited access and serve Phase III of the community, the school site, and neighboring communities. The applicant will be responsible for coordinating any median cuts with the school district for the potential school site.
- The developer will be required to make improvements to all adjacent roadways and off-site improvements determined by the City Engineer.
- Landscaped medians shall be included in 125th Avenue to facilitate as a traffic calming element. A stipulation has been included to address this issue.

### **Landscaping and Open Space**

- All landscaped medians and commonly-owned tracts will be maintained by the Homeowner's Association. The subdivision includes 57 acres of common landscaping (32% of the site). Of this, 18 acres qualifies as active open space or 10% of this site. The 10% does not include 15 acres of the site which shall be preserved as natural open space within the Agua Fria River floodway. The development is providing a 5 acre centralized park (Tract N) with tot lot and basketball/sport court as well as passive open spaces areas. The 8' wide multi-use trail shall include seating nodes with trash receptacles, lighted bollards and pole lighting and connect the Agua Fria River trail system to amenities within the proposed development.
- The proposed subdivision continues the landscape theme for Del Rio Ranch with Sissoo, Mesquite, and Palo Brea trees. As noted on the proposed landscape plan, 25% of the trees shall be 24" box trees.

### **Walls and Signs**

- A 6' CMU block, decorative theme wall shall be provided adjacent to arterials. The wall will have columns at least every 300 feet and a combination of split face, scored, and smooth face block. Decorative view fencing will be provided along all designated view corridors.
- The proposed subdivision includes main entry signs adjacent at 125th Avenue near Lower Buckeye and Buckeye Roads. Parcel entry monumentation will also provide additional neighborhood identification throughout the community.

### **FINDINGS:**

The proposed preliminary plat meets the following:

- It conforms to the Avondale General Plan.
- It meets the requirements of the PAD zoning.
- It meets the requirements of the Subdivision Regulations.

### **RECOMMENDATION:**

The Planning Commission conducted a public hearing and voted 6-0 to forward a recommendation of DENIAL. If the City Council chooses to accept the findings and APPROVE the proposed preliminary plat the following 10 stipulations should apply:

1. Development shall conform to the Preliminary Plat date stamped August 2, 2007 and the Preliminary Landscape Plan date stamped August 2, 2007, except as modified by these stipulations.
2. Contribution toward traffic signals including at the intersection of MC 85/Buckeye Road & 125th Avenue will be required.
3. Sidewalks are required to be 5-foot minimum on local streets. Sidewalks are required to be 6-foot minimum on collector streets, including 125th Avenue and Durango Street, and 8-foot minimum on

arterials. Roadways fronting the school parcel, including along 125th Avenue, are required to have 10-foot sidewalks.

4. A site-specific traffic study will be required for the school at the time of site plan development.
5. Traffic calming features on 125th Avenue shall include raised crosswalk/speed table near school, median refuge island for trail crossing, intersection narrowing/bulb-outs at Durango Street. In addition, a traffic circle at either Hopi Street or Mohave Street should be considered (a pedestrian friendly traffic circle, not a roundabout).
6. If the property to the north for 125th Avenue right-of-way can be acquired, the developer shall construct the extension of 125th Avenue to Buckeye Road.
7. The developer shall dedicate the property under the new levee to be constructed along the west side of the subdivision to City of Avondale at time of final plat approval.
8. The developer shall work with MCFCD to abandon the existing levee which runs East-West on the north side of the existing Rio Vista Subdivision. The property shall be included into the proposed school site to the north of the levee prior to the issuance of any Certificate of Occupancy.
9. The developer shall provide funds to cover the MCFCD maintenance of the levee for a period of time determined by the City and MCFCD, not to exceed a 20 year time frame, or as determined City Engineer. The cost shall be established between MCFCD and the City. The lump sum payment shall be made prior to the issuance of any Certificate of Occupancy.
10. The 8' wide multi-use trail shall include seating nodes with trash receptacles, lighted bollards and pole lighting and connect the Agua Fria River trail system to amenities within the proposed development.

**PROPOSED MOTION:**

I move that the City Council accept the findings and APPROVE Case PP-07-1, request for approval of the Del Rio Ranch Phase III preliminary plat, subject to the 10 stipulations recommended by staff.

**ATTACHMENTS:**

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Air Photo 2006
- Exhibit C - Summary of Related Facts
- Exhibit D - Proposed Landscape Plan date stamped August 2, 2007
- Exhibit E - Proposed Preliminary Plat date stamped August 2, 2007
- Exhibit F - Draft August 16, 2007 Planning Commission minutes

**FULL SIZE COPIES:**

Proposed Del Rio Phase III Preliminary Plat date stamped August 2, 2007 Proposed Del Rio Phase III Landscape Plan date stamped August 2, 2007

**ATTACHMENTS:**

Click to download

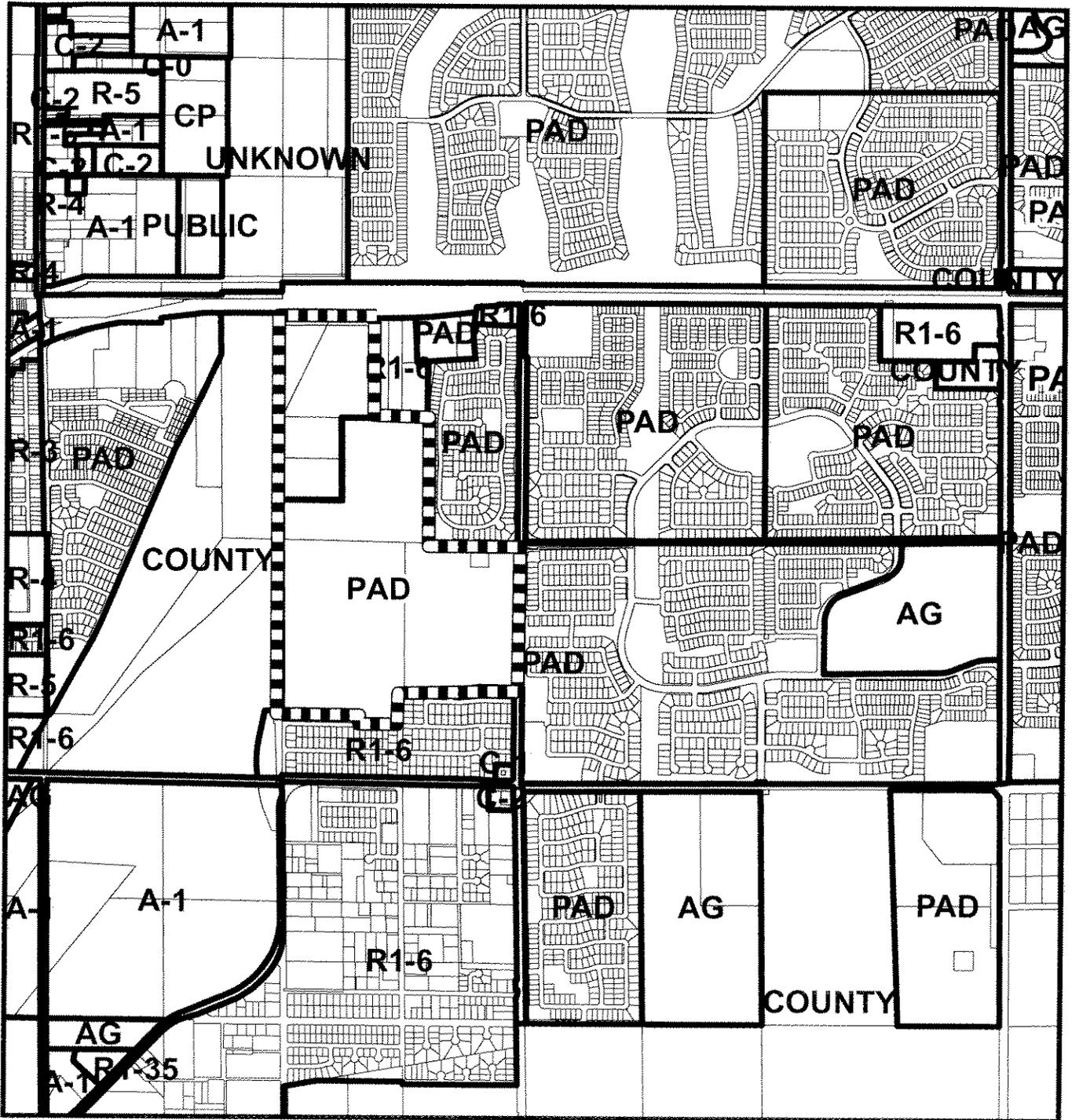
 [Exhibits](#)

**FULL SIZE COPIES (Council Only):**

Pre-Plat and Landscape Plan

**PROJECT MANAGER:**

Megan Neal 623.333.4018

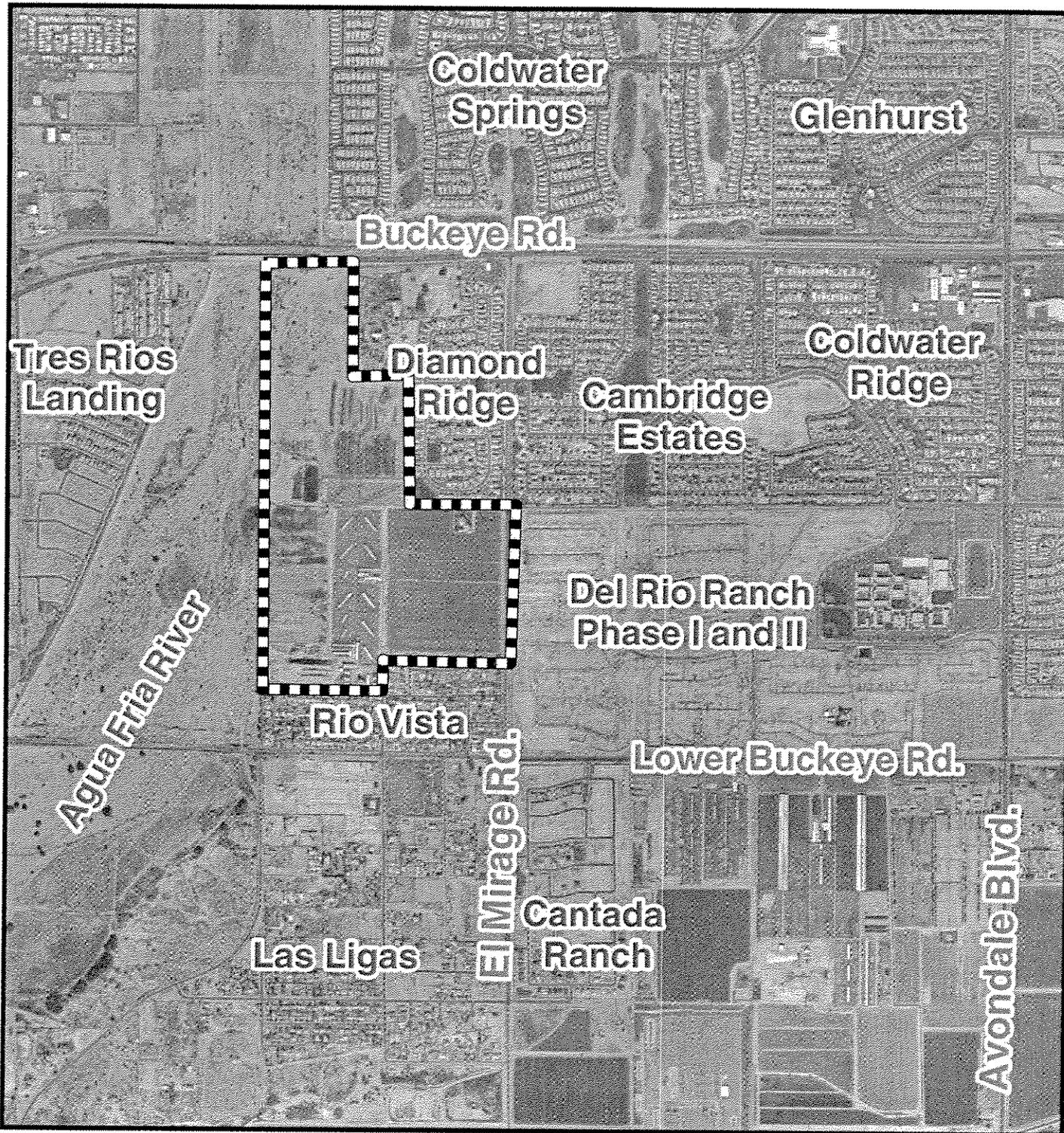


### Zoning Vicinity Map



Subject Property





2006 Aerial Photograph



Subject Property



*SUMMARY OF RELATED FACTS  
APPLICATION PP-07-1*

<i>THE PROPERTY</i>	
PARCEL SIZE	176Acres
LOCATION	North of Lower Buckeye Road, south of Buckeye Road, and west of El Mirage road to the Agua Fria River.
PHYSICAL CHARACTERISTICS	A relatively flat, irregular shaped property
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD
ZONING HISTORY	See Background in Report
DEVELOPMENT AGREEMENT	A pre-annexation development agreement was approved by the City Council on January 16, 2001.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	County – Tank Business and vacant; Across Buckeye Road, Coldwater Springs, PAD.
EAST	Del Rio Ranch PAD, Diamond Ridge PAD
SOUTH	Rio Vista West; R1-6
WEST	Agua Fria River

<i>GENERAL PLAN</i>	
The property is designated as Medium Density Residential (2.5 – 4 du/ac), Medium High Density Residential (4 – 8 du/ac) and Multi-Family Residential (12+ du/ac).	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary and Tolleson Union High School
ELEMENTARY SCHOOL	Littleton Elementary and Collier Elementary
MIDDLE SCHOOL	Underdown Junior High and Collier Elementary
HIGH SCHOOL	La Joya Community High School

<i>STREETS</i>	
<b>El Mirage Road</b>	
Classification	Arterial
Existing full street ROW	88 feet
Standard full street ROW	110 feet

Existing full street improvements	2 travel lane
Standard full street improvements	5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
<b>Lower Buckeye Road</b>	
Classification	Arterial
Existing half street ROW	33 feet
Standard half street ROW	55 feet
Existing half street improvements	1 travel lane
Modified half street improvements	2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
<b>125<sup>th</sup> Avenue</b>	
Classification	Collector
Existing full street ROW	0 Feet
Standard full street ROW	80 Feet
Existing full street improvements	None
Standard full street improvements	3 traffic lanes, bike lane, curb and gutter, sidewalks, landscaping and street lights.

<i>UTILITIES</i>	
Water connection will be provided to existing 12-inch water lines in El Mirage Road, and Lower Buckeye Road, and an existing 8-inch line in 125 <sup>th</sup> Avenue.	
Wastewater will ultimately be connected to a 36-inch sewer line in El Mirage Road.	





MATCH LINE: SEE SHEET 3

# CONCEPTUAL LANDSCAPE PLAN FOR DEL RIO RANCH AVONDALE, A

**PLANT SCHEDULE:**

**TREES:**

- ① Dalbergia sissoo
- ② Prosopis juliflora
- ③ Pisonia pasadenae
- ④ Acacia farnesiana
- ⑤ Eucalyptus populifolia
- ⑥ Platocladia x Red Flash

**COMMON N**

- ⑦ Jacaranda
- ⑧ Mesquite
- ⑨ Palo Verde
- ⑩ Sweet Acacia
- ⑪ Crossi Gum
- ⑫ Red Flash

**SHRUBS AND ACCENTS:**

- ⑬ Convolvulus crotolaria
- ⑭ Cordia paniculata
- ⑮ Daylily
- ⑯ Dianella
- ⑰ Eucalyptus maculata
- ⑱ Hibiscus
- ⑲ Leucosiphon longimanus
- ⑳ Leucosiphon prunellum
- ㉑ Nerium oleander
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**GROUNDCOVERS:**

- ① Baccharis halimifolia
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**DECOMPOSED GRANITE & ROCK:**

- ① Planting Area: 3" Screened Minus Arizona
- ② Fractured Cobble: 6" to 8" Cobble to mat.

**WALL LEGEND**

- ① THEME WALL
- ② VIEW WALL (4' over 2')
- ③ PARTIAL VIEW WALL (2' over)

**LIGHTING LEGEND**

- ① OPEN SPACE LIGHTING



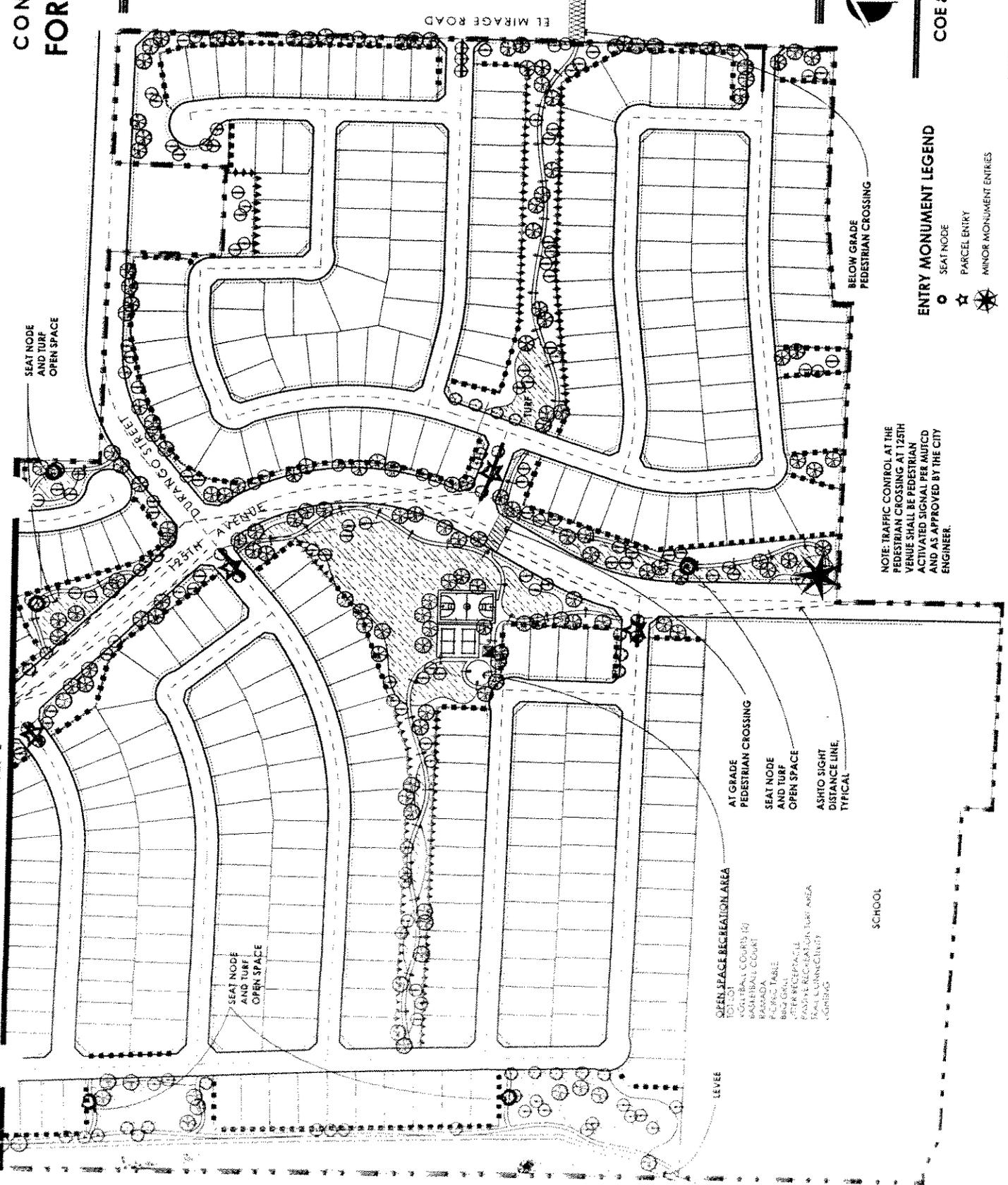
**ENTRY MONUMENT LEGEND**

- ① SEAT NODE
- ② PARCEL ENTRY
- ③ MINOR MONUMENT ENTRIES

NOTE: TRAFFIC CONTROL AT THE PEDESTRIAN CROSSING AT 125TH AVENUE SHALL BE PEDESTRIAN ACTIVATED SIGNAL PER MUTCD AND AS APPROVED BY THE CITY ENGINEER.

**COE & VAN LOO CONSULTANTS, I**  
4550 N. 12TH ST  
PHOENIX, AZ 8  
602-264-

CONCEPTUAL LANDSCAPE PLAN FOR DEL



OPEN SPACE RECREATION AREA  
TOTAL LOT  
AGRICULTURAL COURSE (2)  
BASEBALL COURT  
PARKWAY  
PUBLIC TABLE  
BENCH  
POSITIVE RECREATION TURF AREA  
TRAIL CONNECTIONS

AT GRADE PEDESTRIAN CROSSING

SEAT NODE AND TURF OPEN SPACE

ASPHALT DISTANCE LINE, TYPICAL

SCHOOL

BELOW GRADE PEDESTRIAN CROSSING

SEAT NODE AND TURF OPEN SPACE

SEAT NODE AND TURF OPEN SPACE

EL MIRAGE ROAD

125TH AVENUE

DRANK STREET

LEVEE







**PARCEL J-1**  
60' X 120'

LOT #	SQ. FTG.
1	7200
2	7200
3	7200
4	7200
5	7200
6	7200
7	7200
8	7200
9	7200
10	7200
11	7200
12	7200
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55	7200
56	7200
57	7200
58	7200
59	7200
60	7200
61	7200
62	7200
63	7200
64	7200
TOTAL	460800

**PARCEL J-2**  
60' X 120'

LOT #	SQ. FTG.
1	7200
2	7200
3	7200
4	7200
5	7200
6	7200
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9	7200
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58	7200
59	7200
60	7200
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62	7200
63	7200
64	7200
TOTAL	460800

**PARCEL L**  
63' X 120'

LOT #	SQ. FTG.
1	7560
2	7560
3	7560
4	7560
5	7560
6	7560
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TOTAL	483840

**PARCEL M**  
48' X 115'

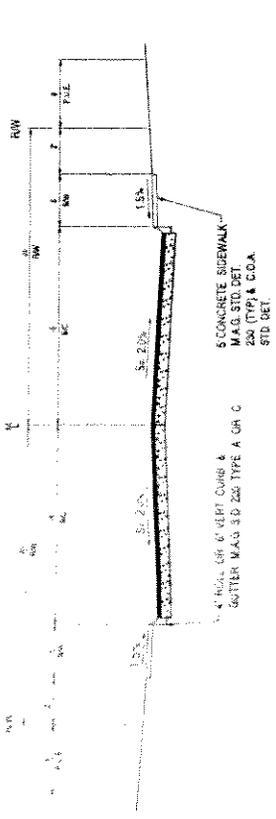
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73	5544
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79	5544
TOTAL	423600

**PARCEL N**  
48' X 115'

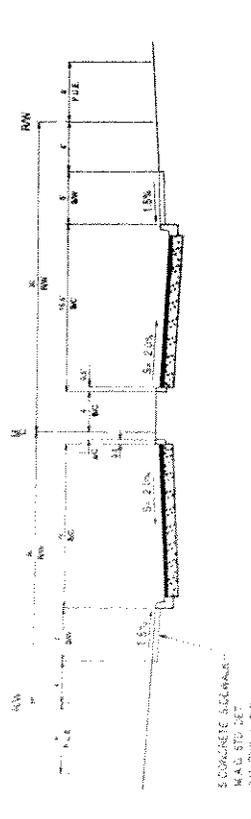
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TOTAL	423600

**PARCEL O**  
63' X 120'

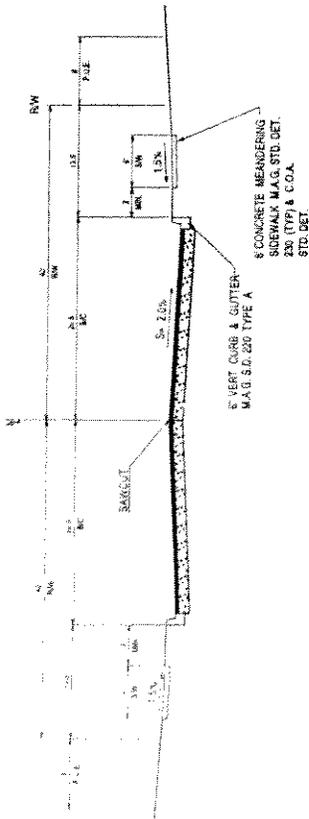
LOT #	SQ. FTG.
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2	7560
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TOTAL	483840



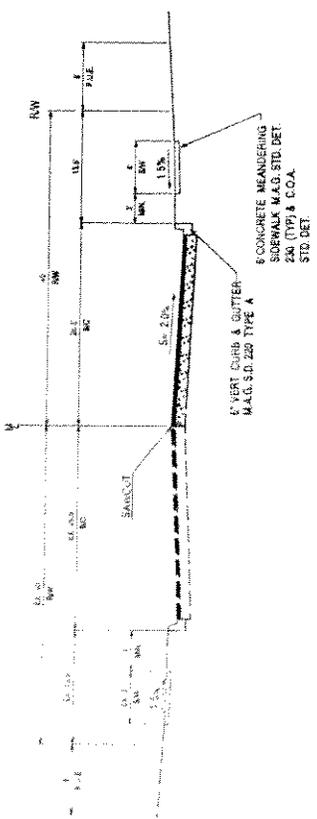
**INTERIOR LOCAL STREETS**  
NTS



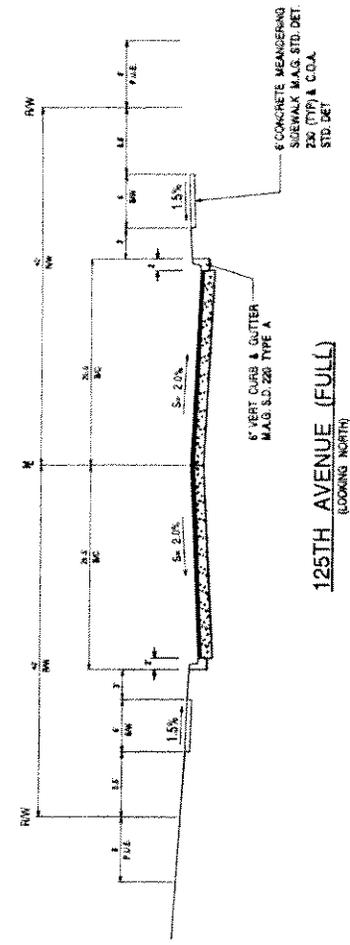
**LOCAL ENTRY STREETS W/MEDIAN**  
NTS



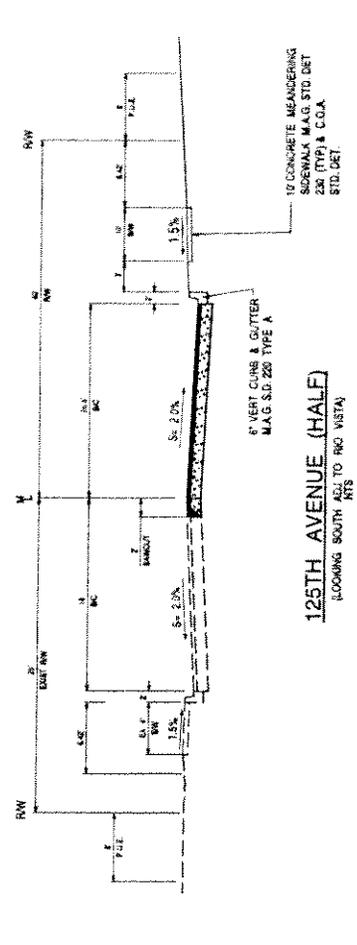
**DURANGO STREET (FULL)**  
LOOKING EAST  
NTS



**DURANGO STREET (HALF)**  
LOOKING EAST  
NTS  
(EL MIRAGE RD TO 700' WEST)



**125TH AVENUE (FULL)**  
LOOKING NORTH  
NTS



**125TH AVENUE (HALF)**  
LOOKING SOUTH ABL TO R/O N/STA  
NTS



DIAMOND RIDGE PLACE

DEL RIO RANCH PHASE 2

EL MIRAGE ROAD



NOTE:  
SEE SHEET 3 OF 9 FOR ALL TRACT  
DIMENSIONS  
ALL EXISTING (INDICATED) DITCHES  
BETWEEN DEL RIO AVENUE AND THE  
WEST BOUNDARY OF THIS PROJECT  
ARE TO BE MAINTAINED

EX. B'S

RIO VISTA WEST  
UNIT 2

EX. B'S

EX. B'S

SHEET 4

MATCH LINE

RETENTION TRACT M

DEVELOPMENT LINE

PROPOSED LEVEL

TRACT N  
5.50 AC.

RETENTION TRACT O

TRACT E

TRACT F

TRACT G

TRACT H

TRACT I

TRACT J

TRACT K

TRACT L

TRACT M

TRACT N

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TRACT P

TRACT Q

TRACT R

TRACT S

TRACT T

TRACT U

TRACT V

TRACT W

TRACT X

TRACT Y

TRACT Z

TRACT AA

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TRACT AU

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TRACT AY

TRACT AZ

TRACT BA

TRACT BB

TRACT BC

TRACT BD

TRACT BE

TRACT BF

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TRACT BL

TRACT BM

TRACT BN

TRACT BO

TRACT BP

TRACT BQ

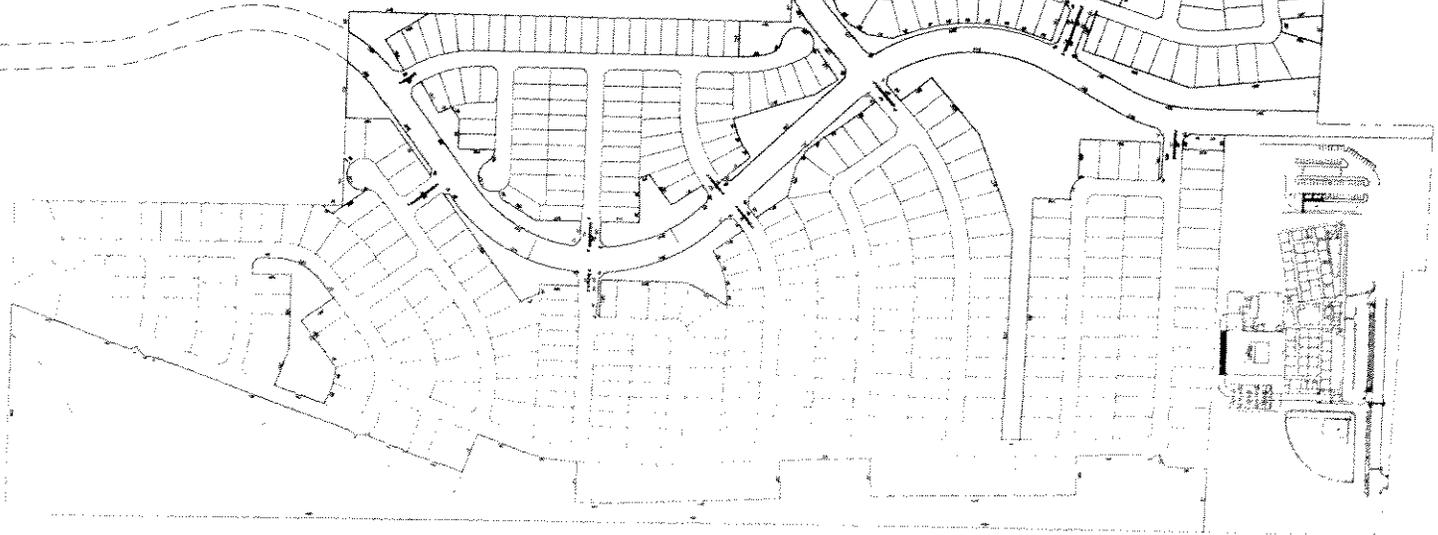
TRACT BR

TRACT BS

TRACT BT

TRACT BU

TRACT BV

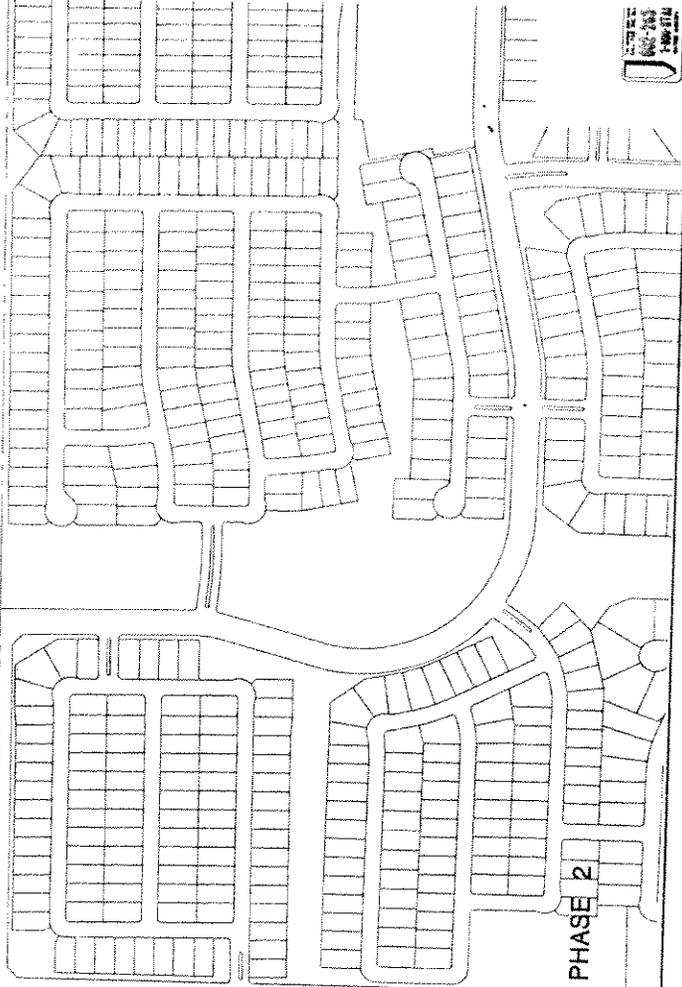


PHASE 3

PHASE 3

PHASE 2

PHASE 2



PHASE 1



**PLANNING COMMISSION  
REGULAR MEETING  
DRAFT**

**CITY COUNCIL CHAMBERS  
11465 W. CIVIC CENTER DR.  
AVONDALE, AZ 85323**

**Thursday, August 16, 2007  
7:00 P.M.**

**I. CALL TO ORDER**

The regular meeting was called to order at approximately 7:00 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  
Edward Meringer, Vice Chair  
Michael Alcorn, Commissioner  
Alan Lageschulte, Chairperson  
Kevin Grimsley, Commissioner

Chairperson Lageschulte introduced Page Hannah, Alternate.

CITY STAFF PRESENT

Tracy Stevens, Planning Manager  
Megan Neal, Planner II  
Eric Morgan, Planner II  
Scott Wilken, Senior Planner  
Alice Barlow, Sr. Admin. Clerk

Chairperson Lageschulte moved to Items No. 2 and 5.

2. Z-07-1: Teresa Evidente of Coe & Van Loo, 4550 N. 12<sup>th</sup> St., Phoenix, AZ, is requesting a PAD amendment to Del Rio Ranch Phase III (176 acres) located north of Lower Buckeye Rd, south of Buckeye Rd and west of El Mirage Rd. to the Agua Fria River. Staff Contact: Megan Neal.

5. PP-07-1: Teresa Evidente of Coe & Van Loo Consultants, 4550 N. 12<sup>th</sup> St., Phoenix, AZ, is requesting preliminary plat approval of Del Rio Ranch Phase III at El Mirage and Lower Buckeye Rd. Staff Contact: Megan Neal.

Megan Neal, Planner II, gave the presentation on Z-07-1 and PP-07-1, stating the majority of the property is currently zoned within the Del Rio PAD; however, 35 acres is zoned Rural 43 and was annexed into the City on August 6, 2007. She described the surrounding properties and the General Plan designations as Medium Density Residential (2.5 – 4 du/ac), Medium High Density Residential (4 – 8 du/ac) and Multi-Family Residential (12+ du/ac). Ms. Neal stated the applicant proposed to incorporate the 35 acres to the north and develop at a lower density of Medium High Density Residential (2.5 – 4 du/ac) to compliment the existing Del Rio Ranch. She explained the PAD amendment has revisions to the development standards, and that the previously approved Del Rio Ranch Phase III had a total of 496 lots at a density of 3.65 dwelling units, and the proposed Phase III would include 493 lots at a density of 2.79 du/ac. Ms. Neal informed the Commission that originally there was a donation agreement with Littleton Elementary School; however, since that time the school district has identified a need for a school site and the applicant is proposing a 17 acre school site. She stated the applicant is proposing to provide a levy at the western development line to protect the residents from the adjacent Agua Fria River, which shall be constructed at the expense of the applicant and will be reviewed by the Avondale Engineering Department at the time of submittal. Ms. Neal continued, stating the applicant has proposed lot widths of 48', 60' and 63' with lot sizes ranging from 5,520 to 7,560 square feet, and setbacks are consistent with Phase I and Phase II of Del Rio Ranch. She explained Phase III would continue the same design style as Phase I and II and the landscape plan provides the 10 percent open space as required, as well as an 8 foot multi-use trail and a 5 acre centralized park and pocket parks.

Ms. Neal reported the PAD and preliminary plat meets the objectives of the Avondale General Plan, the Tres Rios Greenway Specific Plan, and Subdivision Regulations, and Staff believes the PAD zoning will result in compatible land use relationships. She stated Staff is recommending five stipulations for the PAD and 10 stipulations for the preliminary plat, primarily regarding levy construction and maintenance, the extension of 125<sup>th</sup> Avenue, and trail amenities.

Chairperson Lageschulte invited questions for Staff.

Commissioner Webster stated she was under the impression that building in a flood plain was not the best idea and financing a structure in a flood plain was very difficult, and asked was that not true. Ms. Neal responded that the 35 acres the applicant was incorporating had a large area that was in the flood way of the Agua Fria River, and the levy they will be constructing will protect the rest of the residents from the flood way area. Commissioner Webster asked if the houses were in the flood plain. Ms. Neal replied no, the houses were not in the flood plain.

Commissioner Grimsley asked what change was needed in the donation agreement with Littleton Elementary School District. Ms. Neal stated the original donation agreement

was monetary and now the applicant would be donating the land. Commissioner Grimsley stated Tolleson High School District claimed to have capacity to accommodate the new subdivision and asked does that mean they have a current high school, and if so, which one, and if not, where will the new high school be located. Ms. Neal responded Tolleson has a high school to support the new subdivision, La Joya High School. Commissioner Grimsley asked if La Joya High School was not at capacity. Ms. Neal stated she was not aware if La Joya was at capacity or not. Commissioner Grimsley stated he knew most of the other high schools in the area were at capacity and it is a big concern of his.

Commissioner Copeland asked who would build the school on the donated land. Ms. Neal stated the developer has several ways of contributing to the school: monetary, land or reserve the site for the school to purchase. She explained in this instance the developer is donating the land and the school would be building on the site. Commissioner Copeland asked if the school district had the money to build a new school. Ms. Neal stated they did. Commissioner Copeland asked if there was a date for completion of the school. Ms. Neal responded they had no date from the school district on completion of the school.

Commissioner Iwanski asked if there is a web site in terms of impact of the Tres Rios levy, river improvements, flood control, erosion control, etc. Mr. Wilken, Senior Planner, responded he did not believe this project falls within the Tres Rios or the El Rio project and if Commissioner Iwanski desires further information on the Tres Rios waterway project or the El Rio project, the Maricopa County Flood Control District web site has information on that subject.

Vice Chair Meringer asked if the pedestrian underpass went straight under El Mirage Rd. to connect Phase I and Phase II to Phase III. Ms. Neal responded they are making a pedestrian underpass and also an at-grade trail crossing, and this is probably in response to the school site that is going to be located in the southern part of the development for students who will be traveling through Phase I and Phase II to get to the elementary school.

Chairperson Lageschulte stated it appeared the project was going halfway across the Agua Fria River and asked where the levy would be located and if it followed the existing shoreline. Ms. Neal responded the levy will be directly adjacent to the lotting that will take place and pointed out the levy on a slide for the Commission. She added the levy would have to be reviewed by the City, as well as the Maricopa County Flood Control District.

Commissioner Copeland asked if Maricopa and others need to review the levy, why the Commission was voting on the project now. Ms. Neal replied there had been some communication with the Maricopa County Flood Control District, and when the final plat comes in for application, that is when the construction of the levy will be reviewed by Avondale and Maricopa County, and the applicant will have to produce approval from Maricopa County Flood Control District that this is going to provide a safe environment for those residents.

Chairperson Lageschulte asked if the Commission had gone through this once before for this property. Ms. Neal responded that was correct and the major change was the applicant was incorporating the 35 acres into their PAD, and other major changes included the school site donation and the development standard changes. She added that otherwise Phase III was previously approved as part of the PAD, and a preliminary plat was recorded as well. Chairperson Lageschulte asked if the 35 acres fell into Avondale's new Ordinances as far as lot widths and side yard setbacks, as he thought the Commission had worked three years on the project of attempting to get wider lots and larger side yard setbacks, and now applicants are coming in with sardine cans again. Ms. Neal directed Chairperson Lageschulte to what Taylor Woodrow Homes approved and what they are now proposing. Chairperson Lageschulte stated the Commission had not approved anything yet and stated what he was asking was does this new section fall under Avondale's Ordinances. Ms. Neal explained that a PAD district allows for deviation from the City's standards, so Taylor Woodrow Homes is proposing setbacks of 8' and 5' on the sides and Phase I and Phase II were approved for that, and Taylor Woodrow Homes is trying to compliment that in Phase III.

Commissioner Alcorn asked if he was wrong to assume that the Army Corps of Engineers would put its foot into the project eventually as far as the levy. Ms. Neal stated he believed they would be involved on some level and they would just be looking at construction and maintenance of the levy with the Maricopa County Flood Control District. Commissioner Alcorn inquired was Staff ready for the Army Corps of Engineers to come along and say the levy was not going to work because he would promise they will do so. Ms. Neal stated this development is reliant on the levy to protect those residents and it is going to have to be reviewed by Maricopa County, the Army Corps of Engineers, and the City of Avondale.

Chairperson Lageschulte called for further questions of Staff, and receiving none, invited the applicant to address the Commission. As there were no questions for the applicant, the applicant did not address the Commission. Chairperson Lageschulte opened the item for public hearing. There were no requests to speak. Chairperson Lageschulte invited questions for Staff or the applicant, and hearing none, asked for a motion.

Commissioner Alcorn moved that the Planning Commission accept the findings and recommend approval of case Z-07-1, a request for a PAD amendment to Del Rio Ranch Phase III subject to the five stipulations recommended by the Staff. Commissioner Iwanski seconded the motion.

Chairperson Lageschulte opened the floor to discussion.

Commissioner Copeland remarked that at some point in the near future she would like to get an estimated date of when the school would be completed, as she would hate to think the residents of the project would have no school for their children to attend.

Vice Chair Meringer stated he would like to know if the Commission would be better off tabling this item before approving it, until the Maricopa County Flood District and the City of Avondale reviews the project and comes to an agreement on the levy.

Commissioner Alcorn stated he likes the table idea and he would like the developer to reconsider the setbacks to come more in line with what the City has passed, as this project is too crowded.

Commissioner Grimsley remarked as far as a levy holding and the confidence New Orleans had that their levy would hold, building adjacent to a flood plain does not scream intelligence. He stated as far as the architecture of the homes, they were very beautiful; however, if people would be buying these beautiful, large homes, they would not want them this close to one another and part of that 13 feet being a cinder block wall, and the developer definitely needs to consider adhering to the current zoning regulations for residential housing.

Chairperson Lageschulte stated he agrees with Commissioner Grimsley. He said he has been hearing "we cannot do that" on projects and he wants a written report on why "we cannot do that." He declared he wants to see the side yard setbacks that are in the Ordinance and he wants to see the wider lot widths that are in the Ordinance, and if not, he wants a written explanation as to why we cannot have that and we cannot do that. He continued, stating the Ordinance was passed and he wants to see it adhered to, or he wants to see it in writing if it cannot be done. Chairperson Lageschulte stated he was in favor of tabling the item until next month when the applicant could bring in paperwork explaining why the City cannot have wider lots and wider side yard setbacks. Chairperson Lageschulte requested to change the motion to table the motion until next month.

Mr. Wilken, Senior Planner, interjected in response to Vice Chair Meringer's concern that he wanted clarification from the County on the levy, that the developer could not submit the levy to be reviewed by the County unless the item was moving forward. On the issue of the setbacks, he stated the option was to table the item and bring it back, or the Commission could recommend denial and have the applicant start all over.

Having a motion and a second, Chairperson Lageschulte called for a Roll Call vote.

#### ROLL CALL VOTE

Commissioner Webster	Nay
Commissioner Copeland	Nay
Vice Chair Meringer	Nay
Commissioner Alcorn	Nay
Chairperson Lageschulte	Nay
Commissioner Grimsley	Nay
Commissioner Iwanski	Nay

The motion failed to pass by unanimous vote.

Mr. Wilken stated the applicant requests an opportunity to speak. Chairperson Lageschulte stated the Commission would first vote on the second item, PP-07-1. Mr. Wilken informed Chairperson Lageschulte that the Commission had not come to a recommendation of approval, denial or to table the project and should so move.

Commissioner Grimsley moved that the Planning Commission not accept the findings and recommend denial of case Z-07-1, a request for a PAD amendment to Del Rio Ranch Phase III. Commissioner Alcorn seconded the motion. Chairperson Lageschulte called for a Roll Call vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

Chairperson Lageschulte closed the public hearing.

Chairperson Lageschulte called for a motion on PP-07-1. Commissioner Grimsley moved that the Planning Commission reject the finding and recommend denial of case PP-07-1, a request for preliminary plat approval subject to the 10 stipulations recommended by Staff. Commissioner Copeland seconded the motion. Chairperson Lageschulte called for a Roll Call vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Aye

The motion passed unanimously.

Chairperson Lageschulte asked if that would take care of the item until the applicant comes forth with the correct paperwork. Mr. Wilken responded that the City Council would hear the item with the Planning Commission's recommendation of denial.