CITY COUNCIL AGENDA

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

WORK SESSION
February 4, 2008
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 DEVELOPMENT OF A RESIDENTIAL NO PARKING PROGRAM

Staff will brief Council on a proposed Residential No Parking Program. For information, discussion and direction only.

3 DISCUSSION OF COMMUNITY INVOLVEMENT GOAL

Council will discuss its goal for Community Involvement and formulate action items related to this goal. For information, discussion and direction.

4 ADJOURNMENT

Respectfully submitted,

Linda M Farris

Linda Farris, CMC
City Clerk

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

CITY COUNCIL REPORT

SUBJECT:
Development of a Residential No Parking Program

MEETING DATE:
February 4, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a new City Ordinance to manage requests from residential neighborhoods that have parking problems where residents request a variety of No Parking signs.

BACKGROUND:

Historically residents have made requests to city staff to consider installing a variety of no parking signs in their neighborhood. Most of these requests come from residents living near a High School where students park their vehicles in residential neighborhoods and walk to school. Students may avoid paying fees to park on the campus parking lot and/or it is more convenient for them to park in the residential area. Residents complain of speeding vehicles, littering, loud noise, and trespassing on their property from the drivers and passengers in these vehicles.

Staff installed no parking signs on the residential streets surrounding Westview High School preventing any vehicle from parking in the area during school hours. Resident complaints stopped after these signs were installed. When other residents requested the same signs be installed in their neighborhood for the same reasons it was discovered that no formal policy governing where or if the signs should be installed existed.

In order to be fair and consistent staff recommends the Council adopt a City Ordinance governing the process for neighborhoods to request that no parking signs be installed in their neighborhood.

Residential Requests for No Parking Signs

If a neighborhood wants to make a request for the installation of no parking signs a written request will be submitted to the City Traffic Engineer. If the area is governed by a Home Owner's Association (HOA) the request will be submitted by a representative of the HOA. If there is no HOA any property owner can submit the request. The Police Department will review the request to determine if the request is enforceable and reasonable. If approved the City Engineer will determine if the request is warranted. If approved a petition will be prepared by the Traffic Engineering Department for the HOA or the resident applying for the installation of no parking signs to distribute in a specific area determined by Traffic Engineering. If 80% of the homeowner's sign the petition in the area requested, the City will install no parking signs in areas determined by the Traffic Engineering in compliance with existing City code.

All no parking signs installed under this program apply to all vehicles. There will be no exceptions for residents living in the designated no parking area regardless of their decision to sign the petition. Removal of no parking signs may be requested using this same procedure. The City reserves the right to remove the signs without notice for safety reasons.

BUDGETARY IMPACT:

The City will absorb the cost of installing no parking signs from existing operational budgets. There is not budgetary impact with this program

RECOMENDATION:

This item is for discussion and direction only.

ATTACHMENTS:

Click to download

- Residentail no parking program parameters
- Draft Ordinance

City of Avondale
Proposed Residential "NO PARKING" Policy

The purpose of this proposed policy it be used as a basis for a new Avondale City Code and Ordinance to address situations in residential neighborhoods that have parking problems where residents request a variety of No Parking signs in an effort to manage the issue.

1. Request. Requests for No Parking signs shall be submitted in writing to the City Traffic Engineer. If an HOA governs the residential area in question, the HOA shall submit the No Parking request. If no HOA, a property owner may submit the request. The request shall include a description of the nature of the problem, the specific streets the parking restriction for which the parking restriction is being requested, and days of week and/or hours of day the parking problem is occurring.

2. Police Approval. Upon receipt of a written residential No Parking request, the City Engineering Department will contact the Police Department to determine concurrence and if the No Parking request is reasonable and enforceable.

3. Engineering Approval. If the Police Department determines the request is feasible and enforceable, the City Engineering Department will investigate the request and verify if warranted. Modifications to the streets and/or parking restriction hours may be adjusted. Items that will be reviewed include traffic flow considerations, potential hardships, availability of alternative parking, feasibility of installation, funding for materials and labor.

4. Guidelines for Parking Restrictions. Restrictions will be allowed for reasonably enforceable hours, such as during school hours, for regularly recurring parking problems. Vehicular restrictions will be for either "No Parking" or "No Stopping, Standing or Parking". Hours of restriction will be for either school days, 7:00 to 4:00, or Anytime. Exceptions will only be allowed if the parking problem occurs on a regular basis at the same time every day or week. Restrictions on parking are not effective if the parking issues change from day to day or week to week, or if the hours need to be adjusted. No Parking restrictions shall only be implemented if permanent with no changes to hours of operation will occur in the future.

5. Petition. If the request is determined to be warranted by both the Engineering Department and Police Department, the Traffic Engineering Division will prepare a petition for the HOA or property owner to circulate. Because the No Parking restrictions will apply to all vehicles, including residents, the petition will be required in order to obtain consensus from

DRAFT

the homeowners along the street. The petition will have the following requirements:

a) All petition forms will be prepared by the City and include a map showing the streets and homes affected by the proposed No Parking restrictions.
b) Property owners must sign the petition. Renters may be allowed to sign the petition if the owner grants written permission for their tenant act as their representative and is confirmed by the City. Only one signature per household is accepted.
c) 80% of homeowners must sign the petition for it to be approved. City staff will determine the petition boundary and the homes included in the petition.
d) The petition will have 2 months from the date it is provided by the City to the HOA or requesting homeowner to be circulated and returned or it will expire.

6. Approval and Installation. Upon the receipt of a completed petition, City staff will verify the signatures. If approved, the appropriate signs will be ordered and scheduled for installation. This may take up to 1 month to order materials, clear underground Bluestake utilities, and schedule the labor for installation, or more depending on funding availability. The City will order, install, and maintain the No Parking signs according to City standards.

7. Exceptions. Parking restrictions shall apply to all vehicles. If a resident does not sign a petition or does not agree with a petition that meets the requirements set forth in this policy and is approved, they will not be exempt from the No Parking restrictions. No exceptions will be allowed for residents, specific users, or businesses only. No residential parking permits or private placards to allow parking in a No Parking restriction are allowed, except per City Code Section 23-63(d).

8. Removal. Removal of No Parking signs may be requesting using the same procedures as described above. If determined otherwise necessary to be removed for safety reasons, the City may authorize the removal of the No Parking signs without notice.

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ORDINANCE NO. 1286-208

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 23, TRAFFIC, RELATING TO PARKING RESTRICTIONS.

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

SECTION 1. That the City Code, Chapter 23, Traffic, Article III, Stopping, Standing or Parking, Section 23-59, Parking adjacent to schools, is hereby amended as follows:

23-59 Parking adjacent to schools.

When signs are erected indicating no parking on that side of the street adjacent to any school property, no person shall park a vehicle in any such designated place ~~for one hour before school opens until one hour after school closes on any school day~~ DURING THE DAYS AND TIMES POSTED BY THE CITY ON SUCH SIGNS.

SECTION 2. That the City Code, Chapter 23, Traffic, Article III, Stopping, Standing or Parking, Section 23-61, Parking prohibited for certain purposes, is hereby amended as follows:

23-61 Parking prohibited for certain purposes.

No person shall park a vehicle upon any public street, right-of-way or other public property for the principal purpose of:

(1) Displaying such vehicle for sale.

(2) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.

(3) Displaying advertising.

(4) Displaying commercial exhibits.

(5) PARKING IN RESIDENTIAL AREAS DESIGNATED AND POSTED AS NO PARKING AREAS PURSUANT TO THE CITY'S RESIDENTIAL NO PARKING POLICY SET FORTH IN SECTION 23-64 OF THIS ARTICLE.

SECTION 3. That the City Code, Chapter 23, Traffic, Article III, Stopping, Standing or Parking, Section 23-63, Stopping, standing or parking prohibitions, is hereby amended as follows:

23-63 Stopping, standing or parking prohibitions.

(a) Except if necessary to avoid conflict with other traffic or if in compliance with law or the directions of a police officer or traffic control device, a person shall not stop, stand or park a vehicle in any of the following places:

1. On a sidewalk;

2. In front of a public or private driveway;

3. Within twenty (20) feet of an intersection;

4. Within fifteen (15) of a fire hydrant;

5. On a crosswalk;

6. Within twenty (20) feet to any crosswalk at any intersection;

7. WITHIN A DESIGNATED 15 MPH SCHOOL CROSSING ZONE;

~~7~~8. Within thirty (30) feet on the approach of any flashing beacon, stop sign, yield sign, or traffic control sign, or traffic control signal at the side of a street;

~~8~~9. Within fifty (50) feet of the nearest railroad crossing or within eight (8) feet six (6) inches of the center of the railroad track except while a motor vehicle within motive power attached is loading or unloading railroad cars;

~~9~~10. Within twenty (20) feet of a driveway entrance to a fire station and, on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of the entrance when properly posted;

1~~0~~1. On the side of a street unless both wheels on the right side of the vehicle are within eighteen (18) inches of a vehicle stopped or parked at the edge or curb of the street;

1~~1~~2. On a bridge or other elevated structure on a highway, public street, public right-of-way or tunnel;

1~~2~~3. On a street in the opposite direction of traffic flow;

1~~3~~4. In a fire lane;

1~~4~~5. At any place where official signs prohibit standing or stopping.

. . .

(d) Exceptions to the parking provisions. Nothing within this article shall be interpreted as prohibiting:

1. Police, fire, or emergency vehicle parking.

2. Parking of commercial vehicles while loading or unloading, as long as traffic flow is uninterrupted.

3. Parking for weddings, funerals or special events PURSUANT TO A PERMIT ISSUED ~~as approved~~ by the chief of police OR AUTHORIZED DESIGNEE.

SECTION 4. That the City Code, Chapter 23, Traffic, Article III, Stopping, Standing or Parking, Section 23-64, Reserved, is hereby deleted in its entirety and replaced with a new Section 23-64, Residential No Parking Policy and Procedures, to read as follows:

23-64 Residential no parking application procedure and policy.

(a) No person shall park a vehicle upon any public street, right-of-way or other public property in residential areas if such public street, right-of-way or public property has been designated and posted as a residential no parking zone pursuant to this Section.

(b) Residential no parking application procedure and policy.

1. A request to designate a public street, right-of-way or other public property as a residential no parking zone shall be submitted in writing to the city engineer. If a homeowners' association agreement governs the residential area sought to be designated, only the homeowners' association shall be authorized to submit the residential no parking zone request. In the absence of a homeowners' association, a property owner may submit the request. The request shall include a description of the nature of the problem to be remedied by the residential no parking zone, including the specific streets impacted, and the days of week and/or hours of day the parking problem is occurring.

2. Upon receipt of a written residential no parking request, the city engineering department will contact the police department to request that the police department verify the existence of the stated parking problem and determine whether the residential no parking request is practical and enforceable.

3. If the police department determines the request is practical and enforceable, the city engineering department will investigate the request and verify if the requested parking restrictions will remedy the problem identified by the requesting party, taking into consideration factors including, but not limited to, traffic flow, potential hardship to affected property owners, availability of alternative parking, feasibility of installation and funding available. The city engineering department, in lieu of establishing a no parking zone, may make modifications to the streets over which the residential no parking restriction is requested.

4. Residential no parking restrictions will be allowed for reasonably enforceable hours, such as during school hours, for regularly recurring parking problems. Vehicular restrictions will be for either "no parking" or "no stopping, standing or parking". Residential no parking restrictions shall not be considered if the parking problem or the timeframe parking is desired to be restricted changes from day to day or week to week.

5. If the request for a residential no parking zone designation is conditionally approved by both the engineering department and police department, the traffic engineering division will prepare a petition for the homeowners' association or property owner to circulate. The petition must be signed in favor of the residential no parking restriction by at least 80% of the homeowners living within both the area to be restricted and the area extending 1,000 feet from the exterior boundary of the area to be restricted, as determined by city staff. The petition must include the following provisions and shall meet the following conditions:

A) A statement that all petition forms have been prepared by the city.

B) A map showing the streets and homes affected by the proposed residential no parking restriction(s).

C) A notice that any no parking restrictions imposed will apply to all vehicles, including residents, regardless of whether the affected property owner signs the petition.

D) A statement that in order to be approved, 80% of the affected property owners must sign the petition in favor of the residential no parking restriction. Renters may be allowed to sign the petition if the property owners grant written permission for their tenants to act as their representatives; only one signature per household will be accepted.

E) The date the petition was provided by the city. The petition will be valid for a period of 60 days from the date it is provided by the city to the homeowners association or requesting homeowner.

6. Upon the receipt of a completed petition, city staff will verify the signatures thereon. If the petition is determined to meet all of the requirements of this

Section, the appropriate signs will be ordered and scheduled for installation, subject to funding availability. The city will order, install and maintain the no parking signs according to city standards.

7. Residential no parking restrictions shall apply to all vehicles, including but not limited to vehicles owned by residents who do not sign a petition or do not agree with a petition that meets the requirements set forth in this Section. No exceptions will be allowed for residents, specific users or businesses. Except as permitted pursuant to Subsection 23-63(d) above, parking permits or private placards to allow parking in a no parking area are not permitted.

8. Removal of the residential no parking signs may be requested by either a homeowners' association or property owner using the same procedures as described above for installation. However, if it is determined to be necessary to remove the residential no parking signs for safety reasons, the city may authorize the removal of the residential no parking signs without notice.

SECTION 5. That the City Code, Chapter 23, Traffic, Article III, Stopping, Standing or Parking, Section 23-71, Notice of parking violations, is hereby amended to include a new Subsection (e) to read as follows:

(e) It shall be unlawful for any person or vehicle to display a residential parking permit, homeowners association parking pass, or other private parking notice to exempt a vehicle from a residential no parking restriction.

SECTION 6. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, February 4, 2008.

_____
Marie Rogers Lopez, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Discussion of Community Involvement Goal

MEETING DATE:
February 4, 2008

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

At the December 1 City Council Goal Setting Retreat, Council requested staff to schedule separate work sessions to discuss action items related specifically to two of its goals, namely, the Community Involvement and Community Development goals.

The Community Involvement goal will be dicussed tonight. The Community Development goal discussion has been scheduled for February 11.

BACKGROUND:

The goal statement and action items for the Community Involvement goal for the current fiscal year, FY 2007-2008, are as follows:
Goal: Community Involvement
Encourage effective coordination and involvement with community groups and other levels of government; promote community involvement among residents.

- Complete curriculum, recruit citizens and launch the Avondale Leadership Academy in Spring 2007
- Encourage continued involvement of Board/Committee members in the government process
- Continue to make improvements to Channel 11 and the Avondale website
- Solicit input and openly communicate with citizens and continue to work closely with Homeowner Associations and Neighborhood groups; increase opportunities for involvement and civic participation

At the Council Goal Setting retreat on Dec. 1, staff reported on the accomplishments towards this goal. The City has developed the curriculum and succesfully launched the first Citizen Leadership Academy course this past Spring. Additionally, new software and hardware have been purchased and installed to facilitate further improvements to Avondale Channel 11, and staff continues with ongoing efforts to recruit members to the City's boards, commissions and committees. Furthermore, staff across all departments continue in their efforts to solicit public input by holding town hall and neighborhood meetings, Resident Appreciation Night, as well as engaging the homeowners associations by holding quarterly HOA Summits and attending HOA meetings.

DISCUSSION:

Council has expressed its desire to further develop strategic action items for the Community Involvement goal. Any action items developed tonight will be incorporated into the City Manager's and apppropriate departments workplans for the upcoming fiscal year, FY 2008-2009.

RECOMENDATION:

For Council discussion and to provide direction to staff as necessary.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL AGENDA

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

REGULAR MEETING
February 4, 2008
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 SCHEDULED PUBLIC APPEARANCES

a. **Cox Communications activities update**

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. **APPROVAL OF MINUTES**
   a. Special meeting of January 14, 2008
   b. Work Session of January 22, 2008
   c. Regular meeting of January 22, 2008
   d. Council Orientation of January 28, 2008

b. **LIQUOR LICENSE - ISLANDS FINE BURGERS AND DRINKS**
Staff is requesting that the City Council consider a request by Mr. Daniel Roth for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Islands Fine Burgers and Drinks, 10055 West McDowell Road. The Council will take appropriate action.

c. **ENCANTO 66 ANNEXATION AUTHORIZATION**
Staff is requesting Council authorization to proceed with the annexation of 65.3 acres of land generally located north of Encanto Boulevard between Avondale Blvd. and 119th Avenue. The Council will take appropriate action.

d. **SECOND AMENDMENT - ECONOMIC DEVELOPMENT AGREEMENT - DH VENTURES - HILTON GARDEN INN AND HILTON HOMEWOOD SUITES DEVELOPMENT**
Staff is requesting that the City Council approve the attached Economic Development Agreement (EDA) Second Amendment with DH Ventures (hotel developer), to rebate $240,000 in development fees and to limit the rebate of the lodging tax generated to the calendar years of 2007, 2008, 2009 and 2010 for the development of the Hilton Garden Inn and a Hilton Homewood Suites at the southeast corner of Avondale Boulevard and Interstate 10. The Council will take appropriate action.

e. **PROFESSIONAL SERVICES AGREEMENT - DIBBLE & ASSOCIATES CONSULTING ENGINEERS - WELL 25**
Staff is requesting that the City Council enter into a professional services agreement with Dibble &

Associates Consulting Engineers, Inc., to design and provide construction management services for the well head at Well 25 with a not-to-exceed amount of $149,940.00 and authorize the Mayor or City Manager and City Clerk to execute the contract document. The Council will take appropriate action.

f. TIME EXTENSION FOR AVONDALE MARKETPLACE PAD ZONING (ZE-08-1)
The Council will consider a request for a one year time extension for the Avondale Marketplace PAD, approximately 54.53 acres located at the northwest corner of McDowell Road and Avondale Blvd. The Council will take appropriate action.

g. TIME EXTENSION FOR WEST-10 PAD ZONING (ZE-07-1)
The Council will consider a request to extend the period allowed for commencement of development within the West-10 PAD for one additional year, until February 21, 2009. Approximately 43 acres located at the southeast corner of McDowell Road and 107th Avenue. The Council will take appropriate action.

h. TIME EXTENSION FOR THREE RIVERS PAD ZONING (ZE-07-2)
The Council will consider a request for one year time extension for the Three Rivers PAD, approximately 80 acres located on the northeast corner of Van Buren Street and 105th Avenue. The Council will take appropriate action.

i. RESOLUTION 2718-208 AUTHORIZING - INTERGOVERNMENTAL AGREEMENT - TOLLESON HIGH SCHOOL DISTRICT - SCHOOL RESOURCE DETECTIVE - WESTVIEW HIGH SCHOOL
Staff is requesting that the City Council adopt a resolution approving an intergovernmental agreement withTolleson High School to share the cost of providing a School Resource Detective (SRD) during the school year at an annual cost to the City of $45,039. The Council will take appropriate action.

j. RESOLUTION 2717-208 -INTERGOVERNMENTAL AGREEMENT – COOPERATIVE LAW ENFORCEMENT TRAINING OPERATIONS AMONG PUBLIC AGENCIES IN ARIZONA
The City Council will consider a resolution approving an intergovernmental agreement between public agencies in the state of Arizona and the City of Avondale establishing a consistent method of treating recruit, in-service and specialty training among law enforcement agencies in Arizona. The Council will take appropriate action.

k. RESOLUTION 2716-208 AUTHORIZING ARIZONA STATE PARKS HERITAGE GRANT SUBMITTAL
The Council will consider a resolution authorizing the submittal of an application for an Arizona State Parks Heritage Grant in the amount of approximately $750,000. The Council will take appropriate action.

l. RESOLUTION 2707-208 AUTHORIZING ARIZONA STATE TRAILS HERITAGE GRANT SUBMITTAL
The City Council will consider a resolution authorizing the submittal of an application for an Arizona State Trails Heritage Grant in the amount of approximately $90,000. The Council will take appropriate action.

5 2008-2009 CONTRIBUTIONS ASSISTANCE PROGRAM

The City Council will review the 2008-2009 Contributions Assistance Program timeline, evaluation criteria, funding level and appoint a subcommittee to recommend agencies for funding. The Council will take appropriate action.

6 RESOLUTION 2719-208 AND ORDINANCE 1289-208 ADOPTING - GENERAL ENGINEERING REQUIREMENTS MANUAL - ORDINANCE REVISING CHAPTERS 21 & 22 OF THE CITY CODE, RELATING TO ENGINEERING REQUIREMENTS

The Council will consider a resolution adopting the 2008 Cty of Avondale general engineering requirements manual.and an ordinance amending the Avondale City Code, Chapter 21, Streets and Sidewalks and Chapter 22, Subdivision Regulations, relating to technical changes to conform to the city's adopted General Engineering Requirements Manual. The Council will take appropriate action.

7 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A) (7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the purchase of real property.

8 ADJOURNMENT

Respectfully submitted,

Linda M Farris

Linda Farris, CMC
City Clerk

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

CITY COUNCIL REPORT

SUBJECT:
Cox Communications activities update

MEETING DATE:
February 4, 2008

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Michael Stull, Manager of Government Relations, Cox Communications will give a short briefing to update the council on Cox Communications' activities in the City of Avondale, to include: the Phoenix metropolitan network architecture, overview and update of Cox service offerings, municipality/county communications services, community support, etc. For information only.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
February 4, 2008

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Islands Fine Burgers and Drinks

MEETING DATE:
February 4, 2008

TO: Mayor and Council

FROM: Linda Farris, City Clerk 623-333-1211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request by Mr. Daniel Roth for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Islands Fine Burgers and Drinks, 10055 West McDowell Road.

DISCUSSION:

The City Clerk's Office has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Mr. Daniel Roth, Islands Fine Burgers and Drinks, 10055 West McDowell Road., Avondale, Arizona. The required fee of $850.00 has been paid. The application has been submitted due to a change in limited partnership.

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

As required by state law and city ordinance, the application was posted from January 4, 2008 through January 23, 2008 and a notice was published in the West Valley View on January 18th and January 22nd. No comments were received.

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

RECOMENDATION:

Staff recommends that the City Council approve this request by Mr. Daniel Roth for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Islands Fine Burgers and Drinks, 10055 West McDowell Road.

ATTACHMENTS:

Click to download

- Application
- Comments
- Pictures
- Vicinity map

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

- [ ] J.T.W.R.O.S. *Complete Section 6*
- [ ] INDIVIDUAL *Complete Section 6*
- [x] 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*
- [x] OTHER Explain **Limited Partnership**

SECTION 3 Type of license and fees: LICENSE #: 12077438

Department Use Only

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

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

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

SECTION 4 Applicant: (All applicants must complete this section) P1054223

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

2. Corp./Partnership/L.L.C.: **Islands Boulder/Avondale, LP** B1038712
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: **Islands Fine Burgers and Drinks** B1035380
(Exactly as it appears on the exterior of premises)

4. Business Address: **10055 W. McDowell Road** (Do not use PO Box Number) **Avondale** (City) **Maricopa** (COUNTY) **AZ 85323** (Zip)

5. Business Phone: (**760**) **268-1817** Residence Phone:

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

7. Mailing Address: **5750 Fleet Street, Suite 120, Carlsbad, CA 92008** (City, State, Zip)

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

DEPARTMENT USE ONLY

Accepted by: CB Date: 12-4-07 Lic. # 12077438

Fees:	Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL
	100	100	—	—	48	$ 2.48 00

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

LIC 0100 05/2004

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

SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12076676 6
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, _____ (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X _____ (Signature)

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

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

SEE ATTACH LEASE

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) **Islands Boulder/Avondale, LP**

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☒	☐	Islands AZ Avondale, LP			25%	5750 Fleet St., Suite 120, Carlsbad, CA 92008	
☒	☐	Islands Colorado-1, LP			25%	5750 Fleet St., Suite 120, Carlsbad, CA 92008	
☐	☒	Islands Restaurant, LP Holding 10% or more 58 disclosed			50%	5750 Fleet St., Suite 120, Carlsbad, CA 92008	
☐	☐	persons holding less than 10% Please see attached list					

(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#
Please see attached Flow Chart					

Recording requested by and
When recorded return to:

James Robert Dennis, Esq.
12526 High Bluff Drive, Suite 300
San Diego, California 92130

Space above this line for Recorder's use only

ASSIGNMENT OF LEASE

THIS AGREEMENT is entered into this 6th day of SEPTEMBER, 2007 by and between ISLANDS AVONDALE, LP, a Delaware limited partnership with principal executive offices located at 5750 Fleet Street, Suite 120, Carlsbad, California 92008 ("Assignor"), ISLANDS BOULDER/AVONDALE, L P, a Delaware limited partnership with principal executive office located at 5750 Fleet Street, Suite 120, Carlsbad, California 92008 ("Assignee"), RAINTREE PAD 2, LLC, an Arizona limited liability company with principal executive offices located at c/o J. Walters Construction Company, Inc., attention Joseph R. Walters, at 2842 Roe Lane, Suite 200, Kansas City, Kansas 66103 ("Landlord"), and ISLANDS RESTAURANTS, L. P., a Delaware limited partnership with principal executive offices located at 5750 Fleet Street, Suite 120, Carlsbad, California 92008 ("Guarantor").

RECITALS

A. The parties acknowledge that pursuant to that certain Lease Agreement made as of December 8, 2005 ("Lease") Landlord leased to Islands Avondale, LLC, a Delaware limited liability company ("Original Tenant"), those certain premises more commonly known as 10055 West McDowell Road, Avondale, Maricopa County, Arizona 82323 ("Premises"), all as more particularly set forth in the Lease.

B. The Original Tenant assigned its rights under the Lease to Assignor, ISLANDS AVONDALE, LP, a Delaware limited partnership by written assignment dated May 26, 2006, recorded as document number 20061094289 in the office of the Maricopa County recorder, on August 16, 2006.

C. Guarantor is obligated under that certain guaranty dated December 8, 2005 ("Guaranty") which is in full force and effect.

D. Assignor desires by this Agreement to assign all of its right, title and interest in and to the Lease to Assignee subject to the terms of the Lease and this Agreement.

TERMS

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All initial capitalized terms used in this Agreement shall have the same meaning given such terms in the Lease, unless otherwise defined in this Agreement.

2. Assignment of Lease. For valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Lease and possession of the Premises pursuant thereto, effective as of the 12th day of September, 2006 ("Effective Date"), subject, however, to the reservations set forth below.

3. Acceptance of Assignment and Assumption of Lease. Assignee accepts the assignment of the Lease and expressly assumes and agrees to be bound by each and every term of the Lease from and after the Effective Date, and further agrees to timely render full performance of all terms, covenants, conditions and obligations set forth in the Lease pertaining to the period from and after the Effective Date, including, but not limited to, the timely making of all payments of rent which become due under the Lease for any period from and after the Effective Date.

4. Reservation of Right to Reenter. The parties acknowledge that Assignor shall remain obligated to Landlord for the full performance of all covenants, conditions, obligations and duties required of Tenant under the Lease and shall not be relieved of any such performance thereunder as a result of this Assignment. Accordingly, Assignee agrees to defend, indemnify and hold Assignor, together with its manager, members, officers, directors, employees, agents and assigns, free and harmless for any and all liability arising from any default which Assignee may commit or permit to be committed under the Lease after the Effective Date of this assignment, including, but not limited to, all suits, claims, damages, expenses and costs (including, but not limited to, attorney's fees). Furthermore, notwithstanding the provisions above, for so long as Assignor remains subject to any liability under the Lease, Assignor does hereby reserve from the rights assigned herein, the right to reenter the Premises and exercise all rights under the Lease upon the terms and conditions set forth below in this Section 4. Landlord acknowledges that Landlord shall remain obligated to (i) provide Assignor with all notices required or permitted to be given under the Lease and (ii) accept performance by Assignor to cure any event of default that occurs under the Lease after the Effective Date of this assignment. The parties further acknowledge that Assignor may assign to

Guarantor the rights of reentry herein retained in the event performance is demanded or rendered under the Guaranty.

5. Guarantor. Guarantor hereby consents to this Agreement and agrees that its guarantee of the Lease remains in full force and effect and shall be the guarantee of the Lease as assigned hereby. Although this Agreement provides for the consent of Guarantor, the same shall not, and shall not be deemed, a waiver by Landlord of any provision contained in the Guarantee of Lease including, without limitation, any provision of the Guarantee of Lease providing that (a) no consent of Guarantor shall be required in connection with any extension, modification, alteration or assignment of the Lease, Guarantor having previously consented to each of the foregoing pursuant to the Guarantee of Lease, or (b) Guarantor waives the right of notice pursuant to the Guarantee of Lease. If the consent of Guarantor has not been obtained hereinbelow, for whatever reason, the same shall have no effect on the Guarantee of Lease, Guarantor's continuing obligations thereunder or the effectiveness of this Agreement.

6. Consent of Landlord; No Release From Liability. Landlord consents to the foregoing assignment of the Lease by Assignor to Assignee, and agrees to accept performance thereunder from Assignee. The foregoing consent is not intended to, and should not be construed to, release the Assignor, as tenant under the Lease, from any liability thereunder, nor to release Guarantor from any liability under the Guaranty, the liability of Assignor and Guarantor, and each of them, respectively, shall remain in full force and effect.

7. Assignee's Address for Delivery of Notices. Landlord agrees that until further notice, Assignee's address for notice purposes pursuant to the Lease shall be as follows:

	With a copy to:
Islands Boulder/Avondale, L P 5750 Fleet Street, Suite 120 Carlsbad, California 92008	James Robert Dennis, Esq. 12526 High Bluff Drive, # 300 San Diego, California 92130

8. Assignor's Address for Delivery of Notices. Landlord agrees that until further notice, Assignor's address for notice purposes pursuant to the Lease shall be as follows:

	With a copy to:
Islands Avondale, L P 5750 Fleet Street, Suite 120 Carlsbad, California 92008	James Robert Dennis, Esq. 12526 High Bluff Drive, # 300 San Diego, California 92130

9. Amendments to Lease. Assignee and Landlord may enter into agreements which amend, extend or reduce the term of, or terminate the Lease, all without Assignor's

consent; provided, however, that no such agreement entered into without Assignor's consent shall be binding upon Assignor or Guarantor.

10. Affirmation of Lease. Except as specifically modified herein, all provisions of the Lease shall remain in full force and effect. Assignor affirms that it has not assigned or purported to assign its interest under the Lease to any party other than Assignee. Landlord and Assignor each hereby affirm that, to the best of their respective actual knowledge but without any duty to investigate, on the date hereof no uncured breach or default by either party to the Lease has occurred, and that the Lease and all of its terms, conditions, covenants, agreements and provisions, except as hereby modified, are in full force and effect with no defenses or offsets thereto.

11. Captions. The captions and Section numbers appearing in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit, amplify, define, construe or describe the scope or intent of the terms or provisions of this Agreement.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

13. Executory Authority. Each party executing this Agreement hereby represents and warrants that the individual executing this Agreement on behalf of such party has full power and authority to bind such party to the terms hereof.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above, with the assignment contained herein to be effective upon the Effective Date.

(signatures continued on following page)

Assignor

ISLANDS AVONDALE, LP
A Delaware limited partnership

By: ISLANDS AVONDALE, LLC
A Delaware limited liability company
General Partner

By: Islands Restaurants, L. P.,
A Delaware limited partnership
Manager

By: Seneca Partners, Inc.,
A Delaware corporation
General Partner

By: _____
Douglas E. Kollus
President

Assignee

ISLANDS BOULDER/AVONDALE, L P,
A Delaware limited partnership

By: ISLANDS AVONDALE, L P,
A Delaware limited partnership
General Partner

By: Islands Avondale, LLC,
A Delaware limited liability company
General Partner

By: Islands Restaurants, L. P.,
A Delaware limited partnership
Manager

By: Seneca Partners, Inc.,
A Delaware corporation,
General Partner

By: _____
Douglas E. Kollus
President

Guarantor

Islands Restaurants, L. P.,
A Delaware limited partnership

By: Seneca Partners, Inc.
A Delaware corporation
General Partner

By: _____
Douglas E. Kollus
President

Landlord

RAINTREE PAD 2, LLC
An Arizona limited liability company

By: _____
MANAGER

By: _____

STATE OF CALIFORNIA)
) s.s.
COUNTY OF SAN DIEGO)

On AUGUST 1, 2007, before me, Nicolette Spritzer, Notary Public, personally appeared DOUGLAS E KOLLUS personally known to me (~~or proved on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NICOLETTE SPRITZER
Commission # 1697664
Notary Public - California
San Diego County
My Comm. Expires Oct 30, 2010

Nicolette Spritzer
Notary Public

STATE OF Arizona)
) s.s.
COUNTY OF Maricopa)

On September 6, 2007, before me, Nora G. Taylor, personally appeared Joseph R.D. Walters personally known to me (~~or proved on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their signature(s)~~ on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
NORA G. TAYLOR
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jan. 22, 2011

Nora G. Taylor
Notary Public

Exhibit "A"

Real property situated within the City of Avondale, County of Maricopa, State of Arizona, more fully described as follows:

Lot 2 of GATEWAY CROSSING, a plat recorded April 14, 2006 in Book 829 of Maps page 46, and also recorded as Document Number 2006-0504016, all in the Official Records of the Maricopa County Recorder, Maricopa County, Arizona.

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

Last	First	Middle	Title	Residence Address	City State Zip

(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

(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

ISLANDS BOULDER/AVONDALE, L.P October 29, 2007 Ownership Structure

General Partner (2.1%)
Chartwell Management Corp.
a Nevada corporation
(100% owned by The Steve Charton Trust dated July 29, 1991
("Chartwell")

General Partner (2.1%)
Seneca Partners, Inc.,
a Delaware corporation
(100% owned by The Anthony and Carol DeGrazier Trust dated October 2, 2003)
("Seneca")

Limited Partners (95.8%)
(approximately 200 persons, TWO owning 10% or greater: Skyridge Pacific, Inc. (sole stockholder Seneca Partners, Inc.) holds 827,552.5 Units - 19.75% of the total limited partnership Units AND CR Properties, L.P. a California limited partnership (sole General Partner Chartwell Management Corp.) holds 827,552.5 Units - 19.75% of the total limited partnership Units)

B1037254

B1026462

General Partner (2.1%)
Chartwell Management Corp.
a Nevada corporation
(100% owned by The Steve Charton Trust dated July 29, 1991
("Chartwell")

General Partner (2.1%)
Seneca Partners, Inc.,
a Delaware corporation
(100% owned by The Anthony and Carol DeGrazier Trust dated October 2, 2003)
("Seneca")

Limited Partners (95.8%)
(approximately 200 persons, TWO owning 10% or greater: Skyridge Pacific, Inc. (sole stockholder Seneca Partners, Inc.) holds 827,552.5 Units - 19.75% of the total limited partnership Units AND CR Properties, L.P. a California limited partnership (sole General Partner Chartwell Management Corp.) holds 827,552.5 Units - 19.75% of the total limited partnership Units)

B1035056

B1037257

B1037517

B1037518

B1026463

Class B Member (60%) and Manager
Islands Restaurants, L.P.
a Delaware limited partnership
("IRLP") *ABC P-12 47-311172*

Class A Members
(40% in the aggregate)
Islands Executive Officer Group*
(Douglas E. Kollus, Rob Richards, Michael B. Smith, Reiko Matsumoto, Lewis M. Jackson)

Class B Member (60%) and Manager
Islands Restaurants, L.P.
a Delaware limited partnership
("IRLP") *ABC P-12 47-311172*

B1026463

Class A Members
(40% in the aggregate)
Islands Executive Officer Group*
(Douglas E. Kollus, Rob Richards, Michael B. Smith, Reiko Matsumoto, Lewis M. Jackson)

B1035378

50% GENERAL partner
Islands Avondale, LLC
a Delaware limited liability company

50% LIMITED partner
Islands Restaurants, L.P. (IRLP)

50% LIMITED partner Islands Restaurants, L.P. (IRLP)

50% GENERAL partner
Islands Boulder, LLC
a Delaware limited liability company

B1038711

25% GENERAL partner
Islands Avondale, LP
a Delaware limited partnership

Islands AZ Avondale LP

B1035377

LIMITED Partners (50%)
(approximately 71 persons, one (IRLP) holding 10% or greater)

25% GENERAL partner
Islands Colorado-1, LP
a Delaware limited partnership

B1038710

Islands Boulder/Avondale, L.P.
a Delaware limited partnership
operates 2 restaurants:
Boulder, CO and Avondale, AZ

Licensee
B1038712

*Exec. Officer Percentages:
Kollus 5.00%; Richards 0.30%;
Smith 2.0%; Matsumoto 1.70%
Jackson 1.0%

NOTE: Liquor Licenses have not yet been transferred to this entity as of 01-19-07

italicized information provided for liquor license purposes

Company 031-

102907-031 Boulder-Avondale, LP

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

SECTION 13 Questions for all in-state applicants:

SEE AMENDMENT

1. Distance to nearest school: **.6 Miles** ft. **(Regardless of distance)** Name of school: **Rio Vista Elementary School**
   Address **10237 W. Encalyto Blvd., Avondale, AZ**
2. Distance to nearest church: **.8 Miles** ft. **(Regardless of distance)** Name of church: **Church of Jesus Christ of Ladder Day Saints**
   Address **701 N. 95th St. Avenue, Tolleson, AZ**
3. I am the: ☒ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name **Raintree Pad 3 & 4, LLC**
   Address **Attn: Joe Walters, 2842 Roe Lane, Kansas City, KS 66103**

4a. Monthly rental/lease rate $ **11,250** What is the remaining length of the lease? **15** yrs. **0** mos.

4b. What is the penalty if the lease is not fulfilled? $ **unspecified amount** or other **3-5 year options**
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ **2,500,000**

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
Wells Fargo Bank, Lender of Islands Restaurants, LP Line of Credit	**100**	**Attn: Zena Grant, 401 B St., Suite 2201, San Diego, CA 92101**

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) **Full Service 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 # **12076776** (Exactly as it appears on license) Name Daniel Michael Roth

07 NOV 28 PM 4:34

'08 JAN 24 Liq. Lic. PM 2:19

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

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

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

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

AMENDMENT

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

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

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 2030 ft. **(Regardless of distance)** Name of school: Rio Vista Elementary School
   Address 10237 W. Encanto Blvd., Avondale, AZ 85323

2. Distance to nearest church: 5150 ft. **(Regardless of distance)** Name of church: First Southern Baptist Church of Garden Lakes
   Address 2517 N. 107th Ave., Avondale, AZ 85323

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:
   Roth (Last) Daniel (First) Michaël (Middle) and license #: 12076766
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

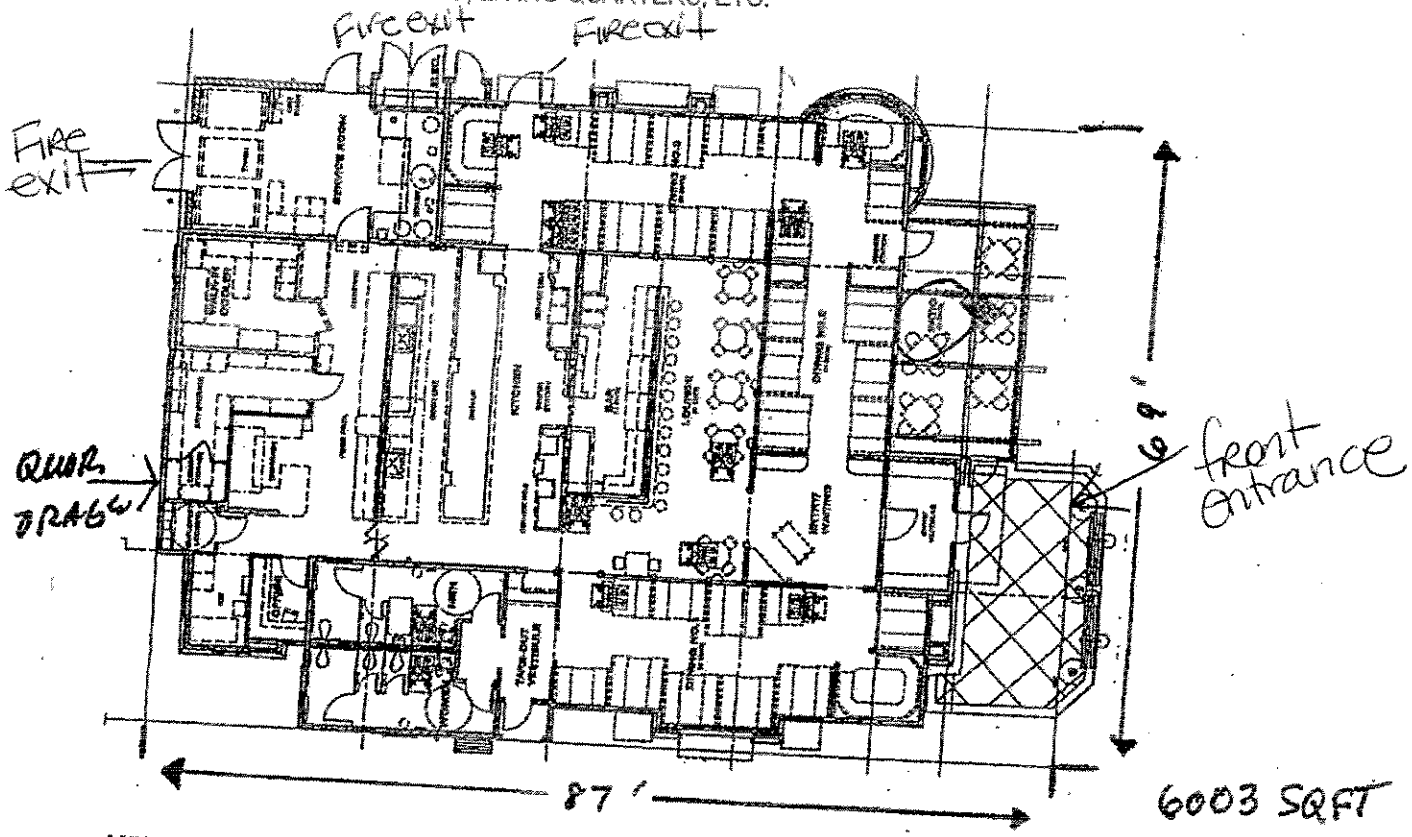
SECTION 15 **Diagram of Premises: (Blueprints not accepted, diagram must be on this form)**

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_____

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

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



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

'07 NOV 28 LIQ. DEPT PM 2:41

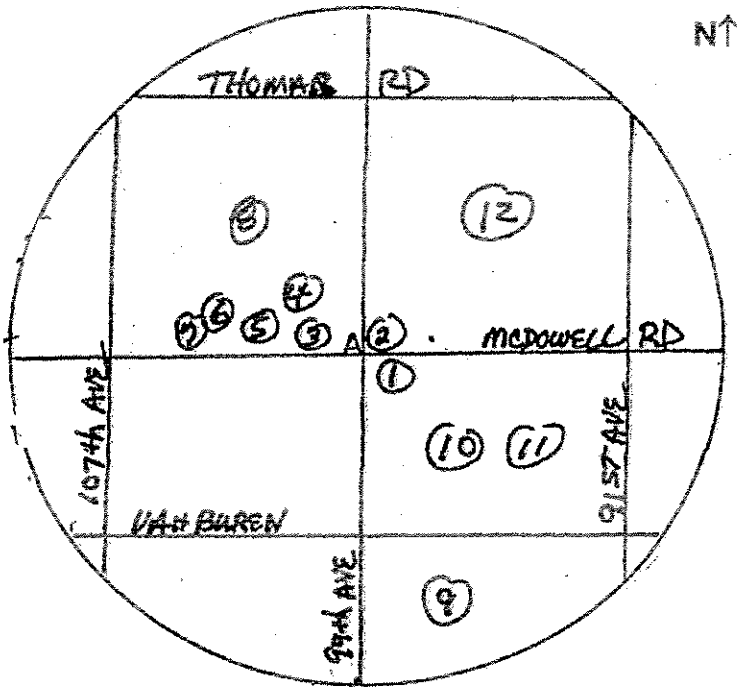
SECTION 16 Geographical Data: **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.**

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)

SEE AMENDMENT

1. Ichi Ban Sushi #12 (pending)
2. Chevron Station #10
3. Carrabba's Italian Grill #12
4. Costco Warehouse #9
5. Paul Lee's Chinese Restaurant #12
6. Red Robin Gourmet Burger #12
7. Native New Yorker
8. Rio Vista Elementary School
9. Church of Jesus Christ of LDS
10. Porfirio H. Gonzales School
11. Tolleson Elementary School
12. Sheffy Farms Elementary School
13.
14.
15.

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

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

X _____
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
19th day of September 07
Day Month Year

My commission expires on: 03/31/11

(Signature of NOTARY PUBLIC)

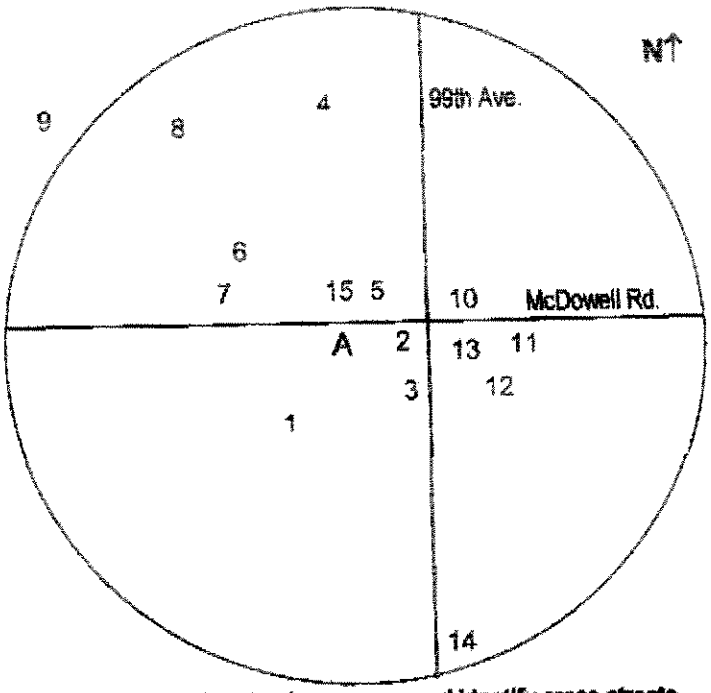
OFFICIAL SEAL
RONALD KEITH CRAWFORD
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 31, 2011

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. Claim Jumper
2. Chipotle
3. Rumbi Island Grill
4. Costco
5. Carribbas
6. Native New Yorker
7. Red Robin
8. Rio Vista Elementary School
9. First Baptist Church
10. Chevron
11. Cross Roads Fine Wines
12. Dunners Pizza
13. Ici Ban Restaurant
14. Pilot Travel Center
15. My Big Fat Greek Restaurant

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

AMENDMENT

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
(Signature)

_____ day of _____ _____
Day Month Year

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

'08 JAN 25 Liq. Lic. AM 1:22

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 # 1207[redacted] 7438

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

Grill	Please see attached
Oven	
Freezer	
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter	
Other	
Other	
Other	

2. Print the name of your restaurant:
Islands Fine Burgers and Drinks

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 [186*]

b. **Bar area** of your premises [37]

c. **Total area** of your premises [223]

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 8 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining?
(Does not include kitchen, bar, cocktail tables or game area.) 92 %

***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).

No Games. Approximately 7 televisions will be placed in the bar area and in selected areas (overhead) in the dining areas.
Normal usage involves display of sports-related private production video suitable for family viewing with no audio

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

N/A

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

General Manager - 1 Full Time
Assistant Manager - 3 Full Time
Bartender - 11 part time
Wait Staff - 50 part time
Host - 20 Part Time
Other (take out counter) - 11 part time
Kitchen Manager - 1 Full Time
Kitchen Staff - 1 Full Time 25 part time

Attach additional sheets if necessary

I, Daniel Michael Roth, 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 [signature]
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 29 day of October 2007
Day Month Year

My commission expires on: 2/15/2010

[signature]
(Signature of NOTARY PUBLIC)

OFFICIAL SEAL
DAVID N TOMPKINS
Notary Public -- State of Arizona
MARICOPA COUNTY
My Comm. Expires February 15, 2010

'07 NOV 28 Liqr. Dept PM 2:41

Arizona Department of Liquor Licenses and Control
Attachment to Restaurant Operation Plan for

Islands Fine Burgers & Drinks – Avondale, Arizona
Applicant - Islands Avondale, LP

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

Grill	(1) Wolf AGT-60 2' x 5' griddle 10 s.f. (2) Wolf IRG-60-C 2' x 5' Griddle 10 s.f.
Oven	No ovens. (1) rotisserie HennyPenny SCR-6 (six Spits or 18 birds)
Freezer	Traulsen G31310 three dr freezer (69 cu.ft. capacity)
Refrigerator	Cooler 13 x 15. (4) Refrig bases, (2) two-door back bar coolers, (2) four-mug frosters
Sink	(4) dumpsinks, (4) handsinks, (2) Prepsinks, (1) scrapsink, (1) 3-comp sink, (1) 3-comp bar sink
Dish Washing Facilities	CMA model B energy mizer (74 racks per hour) Butler Equipment dish machine
Food Preparation Counter (Dimensions)	5' x 30' chef's counter; 2.5' x 10' prep table

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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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

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.

REVOCATION 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):

Roth Daniel Michael

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 _____ (Signature of Licensee)

29 day of October, 2007

Day Month Year

My commission Expires on: 15 Feb. 2010 _____

Day Month Year (Signature of NOTARY PUBLIC)

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

OFFICIAL SEAL
DAVID N TOMPKINS
Notary Public – State of Arizona
MARICOPA COUNTY
My Comm. Expires February 15, 2010

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

AMENDMENT

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 # 12077438
(If the location is currently licensed)

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

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

2. Name: Bosn (Last) Christopher (First) John (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Omaha (City) NE (State) US (Country (not county)) Height: 5'9" Weight: 170 Eyes: GR Hair: Blond

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

6. Name of Current or Most Recent Spouse: Bosn (Last) Cheyanne (First) J (Middle) Collins (Maiden) Date of Birth:
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1995

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 494 - 4434

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: Islands Fine Burgers & Drinks Premises Phone: (623) 907-1214

11. Licensed Premises Address: 10055 W. McDowell Rd (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) AZ 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
2/02	CURRENT	Manager	Islands 10811 N Tatum Phoenix AZ 85032

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
4/05	CURRENT	OWN				
2/01	4/05	OWN	3531 W Webster Ct	Anthem	AZ	85086

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

P1056432

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Liquor License # 12077438
(If the location is currently licensed)

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

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

2. Name: Bosn (Last) Christopher (First) John (Middle) Date of Birth: **(This Will Not Become a Part of Public Records)**

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

4. Place of Birth: Omaha (City) NE (State) US (Country) (not county) Height: 5'9" Weight: 170 Eyes: Gr Hair: Blond

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

6. Name of Current or Most Recent Spouse: Bosn (Last) Cheyanne (First) J (Middle) Collins (Maiden) Date of Birth:
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1995

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 494 - 4434

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: Islands California/Arizona, LP Premises Phone: (602) 494 - 4434

11. Licensed Premises Address: 12811 N. Tatum Boulevard, Suite A, Phoenix, AZ 85032
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)
2/02	CURRENT	Manager	Islands 12811 N Tatum Phoenix AZ 85032

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
4/05	CURRENT	OWN				
2/01	4/05	OWN	3531 W Webster Ct	Anthem	AZ	85086

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

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

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

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

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

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

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

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

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☒NO

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

AMENDMENT

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

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

X _____
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 27th day of August 2007.
Day Month Year

My commission expires on: 01-15-2011
Day Month Year

OFFICIAL SEAL
SHARON B. AUSTIN
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jan 15, 2011

(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): Daniel M Roth

Hereby authorize the applicant to act as manager for the named liquor license.

X _____
(Signature of LICENSEE/AGENT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 19th day of September 07
Day Month Year

My commission expires on: 03 31 11
Day Month Year

(Signature of NOTARY PUBLIC)

OFFICIAL SEAL
RONALD KEITH CRAWFORD
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 31, 2011

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

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

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

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

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

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

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

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☒NO

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☐YES ☒NO

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

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Manager Section

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

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

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

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

X_____
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 27th day of August 2007.
Day Month Year

My commission expires on: 01-15-2011
Day Month Year

OFFICIAL SEAL
SHARON B. AUSTIN
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jan 15, 2011

(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): Daniel M. Roth
Hereby authorize the applicant to act as manager for the named liquor license.

X Daniel M. Roth
(Signature of LICENSEE/AGENT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 19th day of September 07
Day Month Year

My commission expires on: 03 31 11
Day Month Year

(Signature of NOTARY PUBLIC)

OFFICIAL SEAL
RONALD KEITH CRAWFORD
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 31, 2011

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
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Tucson AZ 85701-1352
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QUESTIONNAIRE

AMENDMENT

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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 # 12077438
(If the location is currently licensed)

1. Check appropriate box →

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

2. Name: Roth (Last) Daniel (First) Michael (Middle) Date of Birth: (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: Los Angeles (City) CA (State) U.S. (Country (not county)) Height: 6'2" Weight: 275 Eyes: GRN Hair: BRN

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

6. Name of Current or Most Recent Spouse: Roth (Last) Elizabeth (First) A. (Middle) Park (Maiden) Date of Birth
(List all for last 6 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1-20-2007

8 Telephone number to contact you during business hours for any questions regarding this document. (602) 531-5063

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: Islands Fine Burgers & Drinks Premises Phone: (623) 907-1214

11. Licensed Premises Address: 10055 W. McDowell Rd (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) AZ 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
11/2002	CURRENT	Regional Manager	Islands Restaurants 5750 Fleet St. Suite 120 Carlsbad CA. 92008
9/92	10/2002	General Manager	Chili's Grill & Bar Reseda Blvd. Northridge CA. 91324

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1/07	CURRENT	Rent				
1/06	1/07	Own	1036 Kokokai Pl.	Honolulu	HI	96825
4/01	1/06	Own	2799 Florentine Ct.	Thousand Oaks	CA	91362

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

'07 NOV 28

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

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 # 12077438
(If the location is currently licensed)

1. Check appropriate box →

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

2. Name: Roth (Last) Daniel (First) Michael (Middle) Date of Birth: _____ **(This Will Not Become a Part of Public Records)**

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

4. Place of Birth: Los Angeles (City) CA (State) U.S. (Country (not county)) Height: 6'2" Weight: 275 Eyes: GRN Hair: BRN

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

6. Name of Current or Most Recent Spouse: Roth (Last) Elizabeth (First) A. (Middle) Park (Maiden) Date of Birth _____
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1-20-2007

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 531-5063

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: Islands Fine Burgers & Drinks Premises Phone: (760) 268-1800

11. Licensed Premises Address: see attached
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)
11/2002	CURRENT	Regional Manager	Islands Restaurants 5750 Fleet St. Suite 120 Carlsbad CA. 92008
9/92	10/2002	General Manager	Chili's Grill & Bar Reseda Blvd. Northridge CA. 91324

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1/07	CURRENT	Rent				
1/06	1/07	Own	1036 Koko Kai Pl.	Honolulu	HI	96825
4/01	1/06	Own	2799 Florentine Ct.	Thousand Oaks	CA	91362

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

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

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

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

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

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

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

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☒YES ☐NO

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ☐NO

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

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☒YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

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

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

24. I, Daniel Michael Roth, 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 Daniel M. Roth
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
2nd day of February, 2007
Day Month Year

Cheryl L. Gilmore
(Signature of NOTARY PUBLIC)

My commission expires on: 06 29 08
Day Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name): N/A
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)

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
CHERYL L. GILMORE
My Commission Expires 06/29/08

ISLANDS
fine burgers & drinks

Answers to Questions 15-20 with yes answer:

15. Yes. I was arrested for driving under the influence in 1989 in Orange County, California. There were no accidents or injuries associated with this arrest.
16. Yes. I pleaded guilty to driving under the influence and completed an education class, paid a fine, served community service. There was no accident or injuries associated with the conviction. I have had no subsequent arrests or convictions of any kind.
17. Island Restaurants has been fined in the state of Arizona for liquor a violation. I do not know of any other fines or violations from restaurants that I have worked at in the past.
20. Chili's Bar and Grill in Los Angeles County and Red Onion Restaurants of California.

Daniel M. Roth

Daniel M. Roth

12-3-2007

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

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

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

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

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

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

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

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☒YES ☐NO

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ☐NO

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

'07 NOV 28 Liq. Dept PM 2:42

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, Daniel Michael Roth, 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 Daniel M. Roth
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
2nd day of February, 2007
Day Month Year

My commission expires on: 06 29 08
Day Month Year

Cheryl L. Gilmore
(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): N/A

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)

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
CHERYL L. GILMORE
My Commission Expires 06/29/08

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

Eff. 10/01/07 there is a $24.00 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 # 12077438
(If the location is currently licensed)

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

2. Name: Jackson (Last) Lewis (First) Maynard (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Alameda, CA, USA (City, State, Country (not county)) Height: 6:2: Weight: 195 Eyes: Blue Hair: Blond

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

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. (760) 268 - 1800

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: Islands Fine Burgers & Drinks Premises Phone: (623) 907-1214

11. Licensed Premises Address: 10055 W. McDowell Road (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) AZ 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
02/1999	CURRENT	VP of Real Estate	Islands Restaurant 5750 Fleet Street, #120, Carlsbad, CA 92008
02/1979	12/1998	Real Estate Manager	Chart House Restaurants 640 N. La Salle, #295, Chicago, IL

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
06/1993	CURRENT	Own				
06/1985	06/1993	↓	344 Palo Alto Street	Dana Point	CA	92629
09/1983	06/1985	↓	Le Parc Avenue	El Torro	CA	

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

P1056435

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

Liquor License # 12077438 (If the location is currently licensed)

Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

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

2. Name: Jackson (Last) Lewis (First) Maynard (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Alameda, CA, USA (City / State / Country (not county)) Height: 6;2: Weight: 195 Eyes: Blue Hair: Blond

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

6. Name of Current or Most Recent Spouse: Jackson (Last) Beverly (First) Hunter (Middle / Maiden) Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary)

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

8. Telephone number to contact you during business hours for any questions regarding this document. (760) 268 - 1800

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: Islands Fine Burgers & Drinks Premises Phone: (760) 268 - 1817

11. Licensed Premises Address: 10055 W. McDowell Road (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) AZ 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
02/1999	CURRENT	VP of Real Estate	Islands Restaurant 5750 Fleet Street, #120, Carlsbad, CA 92008
02/1979	12/1998	Real Estate Manager	Chart House Restaurants 640 N. La Salle, #295, Chicago, IL

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
06/1993	CURRENT	own				
06/1985	06/1993	↓	344 Palo Alto Street	Dana Point	CA	92629
09/1983	06/1985	↓	Le Parc Avenue	El Torro	CA	

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

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

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

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

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

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

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

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

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☒YES ☐NO

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ☐NO

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

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

Manager Section

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

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

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

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

24. I, Lewis Maynard Jackson, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X _____ (Signature of Applicant)

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

My commission expires on: _____
Day Month Year

see attached
(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 _____ (Signature of LICENSEE/AGENT)

_____ day of _____ _____
Day Month Year

My commission expires on: _____
Day Month Year

_____ (Signature of NOTARY PUBLIC)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On October 9 2007 before me, Nicolette Spritzer, Notary Public,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lewis Maynard Jackson
Name(s) of Signer(s)

☒ personally known to me

~~☐ (or proved to me on the basis of satisfactory evidence)~~

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NICOLETTE SPRITZER
Commission # 1697664
Notary Public - California
San Diego County
My Comm. Expires Oct 30, 2010

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ARIZONA QUESTIONNAIRE Liquor License

Document Date: undated Number of Pages: 2 plus attachment

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: JACKSON

☐ Individual
☒ Corporate Officer — Title(s): VP
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: ISLANDS BOULDER/AVONDALE, LP license applicant

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Attachment to Arizona Department of ABC Individual Questionnaire

Applicant: Islands Boulder/Avondale, LP

By Islands Avondale, LP *dba in Arizona as* **Islands AZ-Avondale, LP**, By: Islands Avondale, LLC, a General Partner, by its Manager, Islands Restaurants, L.P., by its General Partner, Seneca Partners, Inc.

Question 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. As an officer of Seneca Partners, Inc and Larkspur Partners, Inc., the following liquor license violations were incurred:

1. **BREA**, CA #6111, November 19, 1993, service to minor. Dismissed, minor had fake ID.
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3. **BREA**, CA #6111, February 23, 1995, notice of second violation. Dismissed because first violation was dismissed.
4. **LA JOLLA**, CA #208, February 18, 1995, service to minor. Fine in lieu of suspension.
   *NOTE that the above violations occurred prior to the formation of Islands Restaurants, L.P.; for example, the La Jolla violation occurred when Chart House's subsidiary (Islands Restaurants, **Inc.**) owned that location. The Brea violations occurred when Chart House's Subsidiary (Islands Restaurants, **Inc.**)was managing all of Islands' operations/affairs under a management agreement*
5. **CHINO**, CA #213, December 12, 1997, service to minor. Fine in lieu of suspension.
6. **WOODLAND HILLS**, CA #215, August 27, 1998, possession of adulterated spirits. Fine in lieu of suspension.
7. **WOODLAND HILLS**, CA #215, September 25, 1998, service to minor. Fine in lieu of suspension.
8. **ENCINO**, CA #613, 2001, service to minor. Fine ($3000) in lieu of suspension.
9. **MIRA MESA**, CA #030, date: 8/9/02, service to a minor. Fine $3000 in lieu of suspension.
10. **LONG BEACH, CA** (043, THE PIKE), December 14, 2006, service to minor; OUTCOME: Fine $3000 in lieu of suspension.
11. **VISTA, CA** (019) May 2007. Violation of ABC Act Section 23402 (retail-to-retail sales) – currently pending determination with California Department of ABC.

Question 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. As an officer of Seneca Partners, Inc. and Larkspur Partners, Inc., each of which currently operates restaurants with valid liquor licenses in Arizona (6), California (51), Colorado (1), Nevada (1), and Hawaii (1) through limited partnerships and limited liability companies. The six existing Islands Fine Burgers & Drinks locations in Arizona are as follows:

12811 North Tatum Boulevard, Suite A, Phoenix, AZ 85032 – State # 12073299; Phoenix City # 96101143
1665 South Alma School Road, Mesa, Arizona 85210 – State # 12073298; City of Mesa # 00105548
2770 West Peoria Avenue, Phoenix, AZ 85029 – State # 12073300; City # 96101146
21001 North Tatum Boulevard, #36-1160, Phoenix, AZ 85050 – State # 12075010; Phoenix City # 01102694
14826 N. Pima Road, Scottsdale AZ 85260, – State # 12076642; City # 1006261
10055 W. McDowell Rd., Avondale, AZ 85323, – State # 12076766 City # 1206

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and make this a part of my sworn statement reflected on the Individual Questionnaire.

LEWIS MAYNARD JACKSON

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) 628-6594

QUESTIONNAIRE AMENDMENT

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. 10/01/07 there is a $24.00 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 # 12077438
(If the location is currently licensed)

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

2. Name: Richards, Jr. (Last) Robert (First) Lee (Middle) Date of Birth: **(This Will Not Become a Part of Public Records)**

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

4. Place of Birth: Glendale, CA, USA (City / State / Country (not county)) Height: 5'6" Weight: 130 Eyes: Brown Hair: Brown

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

6. Name of Current or Most Recent Spouse: Sackett (Last) Stacey (First) Kathleen (Middle) Date of Birth: **(List all for last 5 years - Use additional sheet if necessary)** Maiden

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

8. Telephone number to contact you during business hours for any questions regarding this document. (760) 268 - 1800

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: Islands Fine Burgers & Drinks Premises Phone: (623) 907-1214

11. Licensed Premises Address: 10055 W. McDowell Road (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) AZ 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
05/1997	CURRENT	CFO	Islands Restaurants 5750 Fleet Street, #120, Carlsbad, CA 92108
02/1993	05/1997	Controller of Pacific Honda	Sunroad Ent. 4445 Eastgate Mall #400, San Diego, CA 92121

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
05/2002	CURRENT	own				
07/1993	04/2002	own	8950 Adobe Bluffs Drive	San Diego	CA	92129

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

P1033414

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
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(If the location is currently licensed)

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1. **Check appropriate box** →

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

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3. Social Security Number: _____ Drivers License # _____ State: CA
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4. Place of Birth: Glendale, CA, USA (City, State, Country (not county)) Height: 5'6" Weight: 130 Eyes: Brown Hair: Brown

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

6. Name of Current or Most Recent Spouse: Sackett (Last) Stacey (First) Kathleen (Middle) Maiden Date of Birth: _____
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Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

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

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

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

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

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

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

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

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☒YES ☐NO

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ☐NO

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

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

Manager Section

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

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

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

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

24. I, Robert Lee Richards, Jr, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

x Robert Lee Richards Jr.
Robert Lee Richards, Jr
(Signature of Applicant)

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

My commission expires on: _____
Day Month Year

see attached acknowledgement
(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)

Attachment to Arizona Department of ABC Individual Questionnaire

Applicant: Islands Boulder/Avondale, LP

By Islands Avondale, LP *dba in Arizona as* **Islands AZ-Avondale, LP**, By: Islands Avondale, LLC, a General Partner, by its Manager, Islands Restaurants, L.P., by its General Partner, Seneca Partners, Inc.

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Robert Lee Richards, Jr.

ROBERT LEE RICHARDS, JR.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On October 9 2007 before me, Nicolette Spritzer, Notary Public,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert Lee Richards
Name(s) of Signer(s)

X personally known to me

☐ ~~(or proved to me on the basis of satisfactory evidence)~~

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NICOLETTE SPRITZER
Commission # 1697664
Notary Public - California
San Diego County
My Comm. Expires Oct 30, 2010

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ARIZONA QUESTIONNAIRE Liquor License

Document Date: undated Number of Pages: 2 plus attachment

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richards

☐ Individual
☒ Corporate Officer — Title(s): CFO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: ISLANDS BOULDER/AVONDALE, LP license applicant

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
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☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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400 W Congress #521
Tucson AZ 85701-1352
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QUESTIONNAIRE

AMENDMENT

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Liquor License # 12077438
(If the location is currently licensed)

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

2. Name: Smith (Last) Michael (First) Blase (Middle) Date of Birth: _____ **(This Will Not Become a Part of Public Records)**

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

4. Place of Birth: Garden Grove (City), CA (State), USA (Country (not county)) Height: 6'0" Weight: 175 Eyes: Blue Hair: Brown

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

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. (949) 462-0723

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

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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)
10/1987	CURRENT	V.P. of Operations	Islands Restaurants - 5750 Fleet Street #120, Carlsbad, CA 92008

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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
03/2002	CURRENT	own				
10/1998	03/2002	↓	20771 Porter Ranch Road	Trabuco Cyn	CA	92679
09/1991	10/1998	↓	2079 W. 26 2nd Street	Lomita	CA	90717
09/1983	10/1987	rent	LMU / LMU Drive	Los Angeles	CA	90045

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ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

P1641 1a05

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4/14/06

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

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

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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
03/2002	CURRENT	own				
10/1998	03/2002	↓	20771 Porter Ranch Road	Trabuco Cyn	CA	92679
09/1991	10/1998	↓	2079 W. 26 2nd Street	Lomita	CA	90717
09/1983	10/1987	rent	LMU / LMU Drive	Los Angeles	CA	90045

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

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

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

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

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

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

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

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

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☒YES ☐NO

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ☐NO

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

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

Manager Section

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

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

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

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

24. I, MICHAEL BLASE SMITH, 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 Michael Blase Smith
MICHAEL BLASE (Signature of Applicant) SMITH

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

My commission expires on: _____
Day Month Year

ATTACHED
(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)

Attachment to Arizona Department of ABC Individual Questionnaire

Applicant: Islands Boulder/Avondale, LP

By Islands Avondale, LP *dba in Arizona as* **Islands AZ-Avondale, LP**, By: Islands Avondale, LLC, a General Partner, by its Manager, Islands Restaurants, L.P., by its General Partner, Seneca Partners, Inc.

Question 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. As an officer of Seneca Partners, Inc and Larkspur Partners, Inc., the following liquor license violations were incurred:

1. **BREA**, CA #6111, November 19, 1993, service to minor. Dismissed, minor had fake ID.
2. **BREA**, CA #6111, December 29, 1994, service to minor. Fine in lieu of suspension.
3. **BREA**, CA #6111, February 23, 1995, notice of second violation. Dismissed because first violation was dismissed.
4. **LA JOLLA**, CA #208, February 18, 1995, service to minor. Fine in lieu of suspension.
   *NOTE that the above violations occurred prior to the formation of Islands Restaurants, L.P.; for example, the La Jolla violation occurred when Chart House's subsidiary (Islands Restaurants, **Inc.**) owned that location. The Brea violations occurred when Chart House's Subsidiary (Islands Restaurants, **Inc.**)was managing all of Islands' operations/affairs under a management agreement*
5. **CHINO**, CA #213, December 12, 1997, service to minor. Fine in lieu of suspension.
6. **WOODLAND HILLS**, CA #215, August 27, 1998, possession of adulterated spirits. Fine in lieu of suspension.
7. **WOODLAND HILLS**, CA #215, September 25, 1998, service to minor. Fine in lieu of suspension.
8. **ENCINO**, CA #613, 2001, service to minor. Fine ($3000) in lieu of suspension.
9. **MIRA MESA**, CA #030, date: 8/9/02, service to a minor. Fine $3000 in lieu of suspension.
10. **LONG BEACH, CA** (043, THE PIKE), December 14, 2006, service to minor; OUTCOME: Fine $3000 in lieu of suspension.
11. **VISTA, CA** (019) May 2007. Violation of ABC Act Section 23402 (retail-to-retail sales) – currently pending determination with California Department of ABC.

Question 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. As an officer of Seneca Partners, Inc. and Larkspur Partners, Inc., each of which currently operates restaurants with valid liquor licenses in Arizona (6), California (51), Colorado (1), Nevada (1), and Hawaii (1) through limited partnerships and limited liability companies. The six existing Islands Fine Burgers & Drinks locations in Arizona are as follows:

12811 North Tatum Boulevard, Suite A, Phoenix, AZ 85032 – State # 12073299; Phoenix City # 96101143
1665 South Alma School Road, Mesa, Arizona 85210 – State # 12073298; City of Mesa # 00105548
2770 West Peoria Avenue, Phoenix, AZ 85029 – State # 12073300; City # 96101146
21001 North Tatum Boulevard, #36-1160, Phoenix, AZ 85050 – State # 12075010; Phoenix City # 01102694
14826 N. Pima Road, Scottsdale AZ 85260, – State # 12076642; City # 1006261
10055 W. McDowell Rd., Avondale, AZ 85323, – State # 12076766 City # 1206

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and make this a part of my sworn statement reflected on the Individual Questionnaire.

MICHAEL BLASE SMITH

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On October 9 2007 before me, Nicolette Spritzer, Notary Public
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MICHAEL BLASE SMITH
Name(s) of Signer(s)

☒ personally known to me

~~☐ (or proved to me on the basis of satisfactory evidence)~~

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NICOLETTE SPRITZER
Commission # 1697664
Notary Public - California
San Diego County
My Comm. Expires Oct 30, 2010

Place Notary Seal Above

Nicolette Spritzer
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ARIZONA QUESTIONNAIRE Liquor License

Document Date: undated Number of Pages: 2 plus attachment

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: SMITH

☐ Individual
☒ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: ISLANDS BOULDER/AVONDALE, LP license applicant

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

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 AMENDMENT

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 # 120774438
(If the location is currently licensed)

Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

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

2. Name: Douglas (Last) Kollus (First) Edward (Middle) Date of Birth (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Los Angeles, CA, USA (City, State, Country (not county)) Height: 6'1" Weight: 200 Eyes: Blue Hair: Brown

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

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. (760) 268-1800

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: *Islands Fine Burgers and Drinks* Premises Phone: (623) 907-1214

11. Licensed Premises Address: 10055 W. McDowell Road (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) AZ 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1993	CURRENT	President	Islands Restaurants, LP 5750 Fleet St. #120, Carlsbad, CA 92008
1973	1993	Vice President	Chart House Ent. Inc. 1400 Post Oak Blvd # 1010 Houston TX 77056

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
01/2001	CURRENT	OWN				
01/1998	01/2001	↓	15789 Camirito Canteras	Del Mar	CA	92024
1988	01/1998	↓	15031 Paso del Sol	Del Mar	CA	92014
1983	1988	↓	350 E. Glacus Street	Leucadia	CA	92024

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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

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

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

Liquor License # 12077438
(If the location is currently licensed)

Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. **Check appropriate box** →

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

2. Name: Douglas (Last) Kollus (First) Edward (Middle) Date of Birth: _____ **(This Will Not Become a Part of Public Records)**

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

4. Place of Birth: Los Angeles, CA , USA (City / State / Country (not county)) Height: 6'1" Weight: 200 Eyes: Blue Hair: Brown

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

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

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8. Telephone number to contact you during business hours for any questions regarding this document. (760) 268 - 1800

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: Islands Fine Burgers and Drinks Premises Phone: (760) 268 - 1817

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

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

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

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

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

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

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

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☒YES ☐NO

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ☐NO

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

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

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

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

24. I, DOUGLAS EDWARD KOLLUS, 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 _____
DOUGLAS EDWARD KOLLUS (Signature of Applicant)

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

My commission expires on: _____
Day Month Year

See attached acknowledgement
(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)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On October 10 2007 before me, Nicolette Spritzer, Notary Public
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DOUGLAS Edward Kollus
Name(s) of Signer(s)

NICOLETTE SPRITZER
Commission # 1697664
Notary Public - California
San Diego County
My Comm. Expires Oct 30, 2010

☒ personally known to me

~~☐ (or proved to me on the basis of satisfactory evidence)~~

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NICOLETTE SPRITZER
Commission # 1697664
Notary Public - California
San Diego County
My Comm. Expires Oct 30, 2010

WITNESS my hand and official seal.

Place Notary Seal Above

Nicolette Spritzer
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ARIZONA QUESTIONNAIRE Liquor License

Document Date: undated Number of Pages: 2 plus attachment

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kollus
☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: ISLANDS BOULDER/AVONDALE, LP license applicant

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Attachment to Arizona Department of ABC Individual Questionnaire

Applicant: Islands Boulder/Avondale, LP

By Islands Avondale, LP *dba in Arizona as* **Islands AZ-Avondale, LP**, By: Islands Avondale, LLC, a General Partner, by its Manager, Islands Restaurants, L.P., by its General Partner, Seneca Partners, Inc.

Question 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?

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1665 South Alma School Road, Mesa, Arizona 85210 – State # 12073298; City of Mesa # 00105548
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21001 North Tatum Boulevard, #36-1160, Phoenix, AZ 85050 – State # 12075010; Phoenix City # 01102694
14826 N. Pima Road, Scottsdale AZ 85260, – State # 12076642; City # 1006261
10055 W. McDowell Rd., Avondale, AZ 85323, – State # 12076766 City # 1206

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and make this a part of my sworn statement reflected on the Individual Questionnaire.

DOUGLAS EDWARD KOLLUS

Question #15 & 16:

10/11/07

TRAFFIC VIOLATION

MAY, 2001 ORANGE COUNTY CALIFORNIA

Highway Patrol Stop.
'wet + reckless' charge

- Paid fine
- Attended course on Driving under the influence
- Attended MADD meeting
- Completed all courses required
- Had license suspended for 60 days (did not drive)

The above is true + accurate

DOUGLAS E KOLLS

10/11/07

P1043802

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Liquor License # 12077438 (If the location is currently licensed)

Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. **Check appropriate box** →

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

2. Name: Matsumoto (Last) Reiko (First) Lynne (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Los Angeles, CA, USA (City State Country (not county)) Height: 5'4" Weight: 115 Eyes: Black Hair: Brown

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

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. (760) 268 - 1800

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: Islands Fine Burgers & Drinks Premises Phone: (~~760~~ 623) ~~208~~ 907 - ~~1811~~ 1214

11. Licensed Premises Address: 10055 W. McDowell Road (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) AZ 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
04/1982	CURRENT	Recruiting / Training	Islands Restaurant 5750 Fleet Street #120, Carlsbad, CA 92078

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet giving name, address and phone number of landlord)	City	State	Zip
11/1991	CURRENT	own				
1983	11/1991	own	2728 3rd Street #203	Santa Monica	CA	90401

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

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

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

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

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

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

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

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

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☒YES ☐NO

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ☐NO

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

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

Manager Section

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

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

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

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

24. I, REIKO LYNNE MATSUMOTO, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

x _____ (Signature of Applicant) REIKO LYNNE MATSUMOTO

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

see attached acknowledgement
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

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

Licensee or Agent Approval of Manager

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On October 9 2007 before me, Nicolette Spritzer, Notary Public,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared REIKO LYNNE MATSUMOTO
Name(s) of Signer(s)

☒ personally known to me

~~☐ (or proved to me on the basis of satisfactory evidence)~~

NICOLETTE SPRITZER
Commission # 1697664
Notary Public - California
San Diego County
My Comm. Expires Oct 30, 2010

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ARIZONA QUESTIONNAIRE Liquor License

Document Date: undated Number of Pages: 2 plus attachment

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: MATSUMOTO
☐ Individual
☒ Corporate Officer — Title(s): VP
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: ISLANDS BOULDER/AVONDALE, LP license applicant

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association · 9350 De Soto Ave., P.O. Box 2402 · Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

Attachment to Arizona Department of ABC Individual Questionnaire

Applicant: Islands Boulder/Avondale, LP

By Islands Avondale, LP *dba in Arizona as* **Islands AZ-Avondale, LP**, By: Islands Avondale, LLC, a General Partner, by its Manager, Islands Restaurants, L.P., by its General Partner, Seneca Partners, Inc.

Question 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. As an officer of Seneca Partners, Inc and Larkspur Partners, Inc., the following liquor license violations were incurred:

1. **BREA**, CA #6111, November 19, 1993, service to minor. Dismissed, minor had fake ID.
2. **BREA**, CA #6111, December 29, 1994, service to minor. Fine in lieu of suspension.
3. **BREA**, CA #6111, February 23, 1995, notice of second violation. Dismissed because first violation was dismissed.
4. **LA JOLLA**, CA #208, February 18, 1995, service to minor. Fine in lieu of suspension.
   *NOTE that the above violations occurred prior to the formation of Islands Restaurants, L.P.; for example, the La Jolla violation occurred when Chart House's subsidiary (Islands Restaurants, **Inc.**) owned that location. The Brea violations occurred when Chart House's Subsidiary (Islands Restaurants, **Inc.**)was managing all of Islands' operations/affairs under a management agreement*
5. **CHINO**, CA #213, December 12, 1997, service to minor. Fine in lieu of suspension.
6. **WOODLAND HILLS**, CA #215, August 27, 1998, possession of adulterated spirits. Fine in lieu of suspension.
7. **WOODLAND HILLS**, CA #215, September 25, 1998, service to minor. Fine in lieu of suspension.
8. **ENCINO**, CA #613, 2001, service to minor. Fine ($3000) in lieu of suspension.
9. **MIRA MESA**, CA #030, date: 8/9/02, service to a minor. Fine $3000 in lieu of suspension.
10. **LONG BEACH, CA** (043, THE PIKE), December 14, 2006, service to minor; OUTCOME: Fine $3000 in lieu of suspension.
11. **VISTA, CA** (019) May 2007. Violation of ABC Act Section 23402 (retail-to-retail sales) – currently pending determination with California Department of ABC.

Question 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. As an officer of Seneca Partners, Inc. and Larkspur Partners, Inc., each of which currently operates restaurants with valid liquor licenses in Arizona (6), California (51), Colorado (1), Nevada (1), and Hawaii (1) through limited partnerships and limited liability companies. The six existing Islands Fine Burgers & Drinks locations in Arizona are as follows:

12811 North Tatum Boulevard, Suite A, Phoenix, AZ 85032 – State # 12073299; Phoenix City # 96101143
1665 South Alma School Road, Mesa, Arizona 85210 – State # 12073298; City of Mesa # 00105548
2770 West Peoria Avenue, Phoenix, AZ 85029 – State # 12073300; City # 96101146
21001 North Tatum Boulevard, #36-1160, Phoenix, AZ 85050 – State # 12075010; Phoenix City # 01102694
14826 N. Pima Road, Scottsdale AZ 85260, – State # 12076642; City # 1006261
10055 W. McDowell Rd., Avondale, AZ 85323, – State # 12076766 City # 1206

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and make this a part of my sworn statement reflected on the Individual Questionnaire.

REIKO LYNNE MATSUMOTO

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Eff. 10/01/07 there is a $24.00 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 # 12077438
(If the location is currently licensed)

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

2. Name: De Grazier (Last) Anthony (First) Richard (Middle) Date of Birth* (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Dallas, TX, USA (City / State / Country (not county)) Height: 6'2" Weight: 195 Eyes: Blue Hair: Brown

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

6. Name of Current or Most Recent Spouse: De Grazier (Last) Carol (First) Ann (Middle) Ponziani (Maiden) Date of Birth*
(List all for last 5 years - Use additional sheet if necessary)

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

8. Telephone number to contact you during business hours for any questions regarding this document. (760) 929 - 0634

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: Islands Fine Burgers & Drinks Premises Phone: (623) 907-1214

11. Licensed Premises Address: 10055 W. McDowell Road (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) AZ 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1981	CURRENT	Chief Executive Officer	Islands Restaurants, LP 5750 Fleet Street #120, Carlsbad, CA 92008

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
10/05	06/06	own				
08/03	10/05	own	11 Prairie Grass	Irvine	CA	92603
09/00	08/03	own	4 Windemere Court	Newport Coast	CA	92657
07/06	present	own				

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

Liquor License # 12077438 (If the location is currently licensed)

Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

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

2. Name: De Grazier (Last) Anthony (First) Richard (Middle) Date of Birth: * (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Dallas, TX, USA (City State Country (not county)) Height: 6'2" Weight: 195 Eyes: Blue Hair: Brown

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

6. Name of Current or Most Recent Spouse: De Grazier (Last) Carol (First) Ann (Middle) Ponziani (Maiden) Date of Birth: —
(List all for last 5 years - Use additional sheet if necessary)

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

8. Telephone number to contact you during business hours for any questions regarding this document. (760) 929 - 0634

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: Islands Fine Burgers & Drinks Premises Phone: (760) 268 - 1817

11. Licensed Premises Address: 10055 W. McDowell Road (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) AZ 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1981	CURRENT	Chief Executive Officer	Islands Restaurants, LP 5750 Fleet Street #120, Carlsbad, CA 92008

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
10/05	06/06	own				
08/03	10/05	own	11 Prairie Grass	Irvine	CA	92603
09/00	08/03	own	4 Windemere Court	Newport Coast	CA	92657
07/06	present	own	6421 MIMULUS	RANCHO SANTA FE	CA	92067

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

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

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

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

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

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

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

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

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☒YES ☐NO

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ☐NO

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

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

Manager Section

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

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

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

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

24. I, ANTHONY RICHARD DEGRAZIER 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 Anthony Degrazier
(Signature of Applicant)

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

See Attached Acknowledgement
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

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

Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name): _____

Hereby authorize the applicant to act as manager for the named liquor license.

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

x _____
(Signature of LICENSEE/AGENT)

My commission expires on: _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On October 9 2007 before me, Nicolette Spritzer, Notary Public,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ANTHONY RICHARD DEGRAZIER
Name(s) of Signer(s)

☒ personally known to me

~~☐ (or proved to me on the basis of satisfactory evidence)~~

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NICOLETTE SPRITZER
Commission # 1697664
Notary Public - California
San Diego County
My Comm. Expires Oct 30, 2010

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ARIZONA QUESTIONNAIRE Liquor License

Document Date: undated Number of Pages: 2 plus attachment

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: DeGrazier, A.
☐ Individual
☒ Corporate Officer — Title(s): CEO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: ISLANDS BOULDER/AVONDALE, LP license applicant

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Attachment to Arizona Department of ABC Individual Questionnaire

Applicant: Islands Boulder/Avondale, LP

By Islands Avondale, LP *dba in Arizona as* **Islands AZ-Avondale, LP**, By: Islands Avondale, LLC, a General Partner, by its Manager, Islands Restaurants, L.P., by its General Partner, Seneca Partners, Inc.

Question 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. As an officer of Seneca Partners, Inc and Larkspur Partners, Inc., the following liquor license violations were incurred:

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2. **BREA**, CA #6111, December 29, 1994, service to minor. Fine in lieu of suspension.
3. **BREA**, CA #6111, February 23, 1995, notice of second violation. Dismissed because first violation was dismissed.
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   *NOTE that the above violations occurred prior to the formation of Islands Restaurants, L.P.; for example, the La Jolla violation occurred when Chart House's subsidiary (Islands Restaurants, **Inc.**) owned that location. The Brea violations occurred when Chart House's Subsidiary (Islands Restaurants, **Inc.**)was managing all of Islands' operations/affairs under a management agreement*
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7. **WOODLAND HILLS**, CA #215, September 25, 1998, service to minor. Fine in lieu of suspension.
8. **ENCINO**, CA #613, 2001, service to minor. Fine ($3000) in lieu of suspension.
9. **MIRA MESA**, CA #030, date: 8/9/02, service to a minor. Fine $3000 in lieu of suspension.
10. **LONG BEACH, CA** (043, THE PIKE), December 14, 2006, service to minor; OUTCOME: Fine $3000 in lieu of suspension.
11. **VISTA, CA** (019) May 2007. Violation of ABC Act Section 23402 (retail-to-retail sales) – currently pending determination with California Department of ABC.

Question 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. As an officer of Seneca Partners, Inc. and Larkspur Partners, Inc., each of which currently operates restaurants with valid liquor licenses in Arizona (6), California (51), Colorado (1), Nevada (1), and Hawaii (1) through limited partnerships and limited liability companies. The six existing Islands Fine Burgers & Drinks locations in Arizona are as follows:

12811 North Tatum Boulevard, Suite A, Phoenix, AZ 85032 – State # 12073299; Phoenix City # 96101143
1665 South Alma School Road, Mesa, Arizona 85210 – State # 12073298; City of Mesa # 00105548
2770 West Peoria Avenue, Phoenix, AZ 85029 – State # 12073300; City # 96101146
21001 North Tatum Boulevard, #36-1160, Phoenix, AZ 85050 – State # 12075010; Phoenix City # 01102694
14826 N. Pima Road, Scottsdale AZ 85260, – State # 12076642; City # 1006261
10055 W. McDowell Rd., Avondale, AZ 85323, – State # 12076766 City # 1206

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and make this a part of my sworn statement reflected on the Individual Questionnaire.

ANTHONY RICHARD DEGRAZIER

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting on 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. 10/01/07 there is a $24.00 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 # ~~[illegible]~~ 12077438
(If the location is currently licensed)

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

2. Name: Charton (Last) Steve (First) _____ (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

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

4. Place of Birth: NY (City) New York (State) _____ (Country (not county)) Height: 5'10" Weight: 160 Eyes: Brn Hair: Brn

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

6. Name of Current or Most Recent Spouse: Charton (Last) Paula (First) Kristine (Middle) Girch (Maiden) Date of Birth _____
(List all for last 5 years - Use additional sheet if necessary)

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

8. Telephone number to contact you during business hours for any questions regarding this document. (949) 252 - 4676

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: Islands Fine Burgers & Drinks Premises Phone: (623) 907 1214

11. Licensed Premises Address: 10055 W. McDowell Road (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
01/2002	CURRENT	Management	Chartwell Management
			1202 Dove Street, #585
			Newport Beach, CA 92660

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
10/07	CURRENT	own				
1/89	9/07	own	28 Linda Isle,	Newport Beach	CA	92600

LIC 0101 02/2005 Disabled Individuals requiring special accommodations, please call the Department. (602) 542-9027

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Eff. 10/01/07 there is a $24.00 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 # 12077438 (If the location is currently licensed)

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

2. Name: Charton (Last) Steve (First) _____ (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

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

4. Place of Birth: NY (City) New York (State) _____ Country (not county) Height: 5'10" Weight: 160 Eyes: Brn Hair: Brn

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

6. Name of Current or Most Recent Spouse: Charton (Last) Paula (First) Kristine (Middle) Girch (Maiden) Date of Birth
(List all for last 5 years - Use additional sheet if necessary)

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

8. Telephone number to contact you during business hours for any questions regarding this document. (949) 252 - 4676

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: Islands Fine Burgers & Drinks Premises Phone: (623) 907 1214

11. Licensed Premises Address: 10055 W. McDowell Road (Street Address) Avondale (City) Maricopa (County) 85323 (Zip)
(Do not use PO Box #)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
01/2002	CURRENT	Management	Chartwell Management
			1202 Dove Street, #585
			Newport Beach, CA 92660

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
10/07	CURRENT	own				
1/89	9/07	own	28 Linda Isle,	Newport Beach	CA	92600

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

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

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

a. 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, Steve Charton (Print full name of Applicant), hereby declare that I am the APPLICANT filing this questionnaire.

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

X Steve Charton (Signature of Applicant)

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

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

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

Licensee or Agent Approval of Manager

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

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

X _____
(Signature of LICENSEE/AGENT)

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

07 NOV 28 AM 10:42

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On November 13, 2007 (Date) before me, Nicolette Spritzer, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared STEVE CHARTON (Name(s) of Signer(s)),

☒ personally known to me

☐ (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/her/~~their~~ authorized capacity(ies), and that by his/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NICOLETTE SPRITZER
Commission # 1697666
Notary Public - California
San Diego County
My Comm. Expires Oct 30, 2010

Place Notary Seal Above

Nicolette Spritzer
Signature of Notary Public

'07 NOV 28 LAW DEPT PM 2:43

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Questionnaire

Document Date: undated Number of Pages: 3

Signer(s) Other Than Named Above: –

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Charton

☒ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

Attachment to Arizona Department of ABC Individual Questionnaire
Applicant: CHARTON – Islands Boulder/Avondale, LP

Question 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, as a recently-appointed Officer and Director for Islands. The listing below reflects violations occurring company-wide at Islands Fine Burgers & Drinks locations; none of these violations occurred under my direct management. There are currently 60 Islands Fine Burgers & Drinks locations.

1. **BREA**, CA #6111, November 19, 1993, service to minor. Dismissed, minor had fake ID.
2. **BREA**, CA #6111, December 29, 1994, service to minor. Fine in lieu of suspension.
3. **BREA**, CA #6111, February 23, 1995, notice of second violation. Dismissed because first violation was dismissed.
4. **LA JOLLA**, CA #208, February 18, 1995, service to minor. Fine in lieu of suspension. *NOTE that the above violations occurred prior to the formation of Islands Restaurants, L.P.; for example, the La Jolla violation occurred when Chart House's subsidiary (Islands Restaurants, **Inc.**) owned that location. The Brea violations occurred when Chart House's Subsidiary (Islands Restaurants, **Inc.**)was managing all of Islands' operations/affairs under a management agreement*
5. **CHINO**, CA #213, December 12, 1997, service to minor. Fine in lieu of suspension.
6. **WOODLAND HILLS**, CA #215, August 27, 1998, possession of adulterated spirits. Fine in lieu of suspension.
7. **WOODLAND HILLS**, CA #215, 09/25/98, service to minor. Fine in lieu of suspension.
8. **ENCINO**, CA #613, 2001, service to minor. Fine $3000 in lieu of suspension.
9. **MIRA MESA**, CA #030, date: 8/9/02, service to a minor. Fine $3000 in lieu of suspension.
10. **LONG BEACH, CA (043),** December 14, 2006, Fine $3000 in lieu of suspension.
11. **VISTA, CA** (019) May, 2007. Violation of ABC Act Section 23402, purchasing wine from a retailer (not wholesaler) for sale at our premises; Fine $2,745.

'07 NOV 28 Liq. Dept PM 2:48

Question 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, as a recently appointed officer and director for the company, which currently operates 60 licensed Islands Fine Burgers & Drinks locations in Arizona, California, Colorado, Hawaii and Nevada. Additionally, I was qualified with the California ABC in 2004 as a limited partner owning greater than 10% interest in Islands Corona, LP, which operates one Islands Fine Burgers & Drinks location in Corona, California.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and make this a part of my sworn statement reflected on the Individual Questionnaire.

Steve Charton

REST

License 12076766

Issue Date: 10/27/2006

Expiration Date: 3/31/2008

Restaurant

Issued To:
DANIEL MICHAEL ROTH, Agent
ISLANDS AZ AVONDALE LP, Owner

Location:
ISLANDS FINE BURGERS & DRINKS
10055 W MCDOWELL RD
AVONDALE, AZ 85323

Mailing Address:
DANIEL MICHAEL ROTH
ISLANDS AZ AVONDALE LP
ISLANDS FINE BURGERS & DRINKS
5750 FLEET ST #120
CARLSBAD, CA 92008

EXP 3/31 2008

BURGERS

Grilled to medium or above on a white or whole wheat bun.

- **BIG WAVE ®**
  Lettuce, tomato, onion, pickles & mustard
- **BIG WAVE ® w/CHEESE**
  Lettuce, tomato, onion, pickles & mustard
- **HULA**
  Sautéed mushrooms, lettuce, tomato, swiss & mayo
- **KILAUEA**
  Jalapeno & black pepper crusted burger w/pepper jack cheese, chipotle aioli, lettuce, tomato & seasoned red onion strings
- **BLEUNAMI**
  Bleu cheese dressing, lettuce, tomato, red onion & crumbled bleu cheese
- **MAUI**
  Guacamole, lettuce, tomato, swiss & mayo
- **HAWAIIAN**
  Pineapple, teriyaki sauce, lettuce, tomato, onion, swiss & mayo
- **PIPELINE**
  Chili, cheese, lettuce, tomato, onion, pickles & mustard
- **SUNSET**
  BBQ sauce, cheese, onion, lettuce, tomato, pickles, & mustard
- **VEGGIE**
  Substitute a veggie patty for any regular burger on the menu
- **CHICKEN BREAST**
  Substitute a chicken breast for any regular burger on the menu

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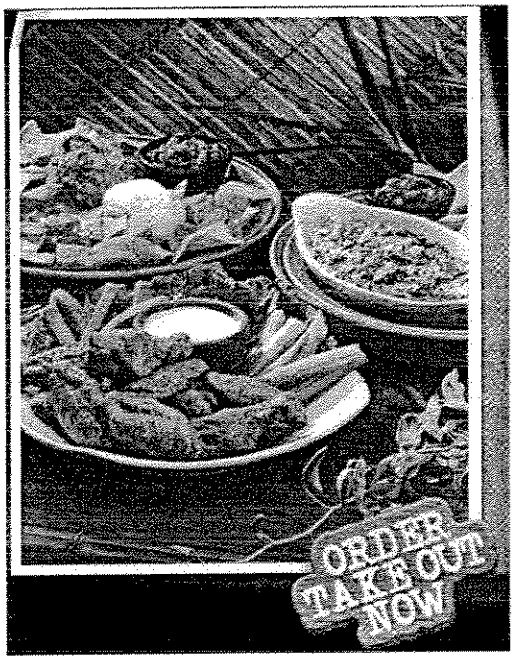
Burgers
Appetizers
Salads & Soup
Soft Tacos
Sandwiches & Other
Desserts & Smoothies
Drinks
Gremmie Menu
Order Takeout
Nutritional Information

APPETIZERS

- **ISLAND FRIES**
  Our famous fries are cut fresh w/the skins left on.
  Now with ZERO GRAMS of TRANS FAT per serving!
- **CHEDDAR FRIES**
  Islands fries w/melted cheddar & scallions
- **QUESADILLA**
  Flour tortilla w/jack cheese & green chilies, sour cream & pico de gallo on the side
- **NACHOS**
  Cheddar, jack cheese, jalapenos, salsa, tomatoes & sour cream
- **TIKI TENDERS**
  Crisp chicken tenders served w/honey mustard or bbq sauce
- **SPINACH ARTICHOKE DIP**
  Chopped spinach and artichoke hearts mixed w/ sautéed onion & garlic in a creamy alfredo sauce served w/ fresh chips and salsa
- **ONION RINGS**
  Lightly battered & seasoned, made fresh daily
- **TORTILLA CHIPS & SALSA**
- **BUFFALO WINGS**
  Traditional spicy sauce served w/ carrots, celery & ranch dressing



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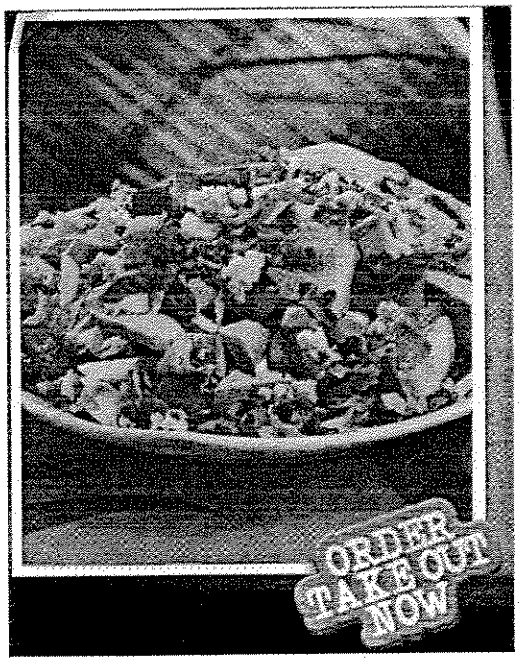
SALADS & SOUP

- **WIQUI WAQUI BBQ**
  Lettuce, tomatoes, cheddar & jack cheeses, red onion & jicama, tossed w/ ranch dressing & topped with tortilla strips, bbq sauce & scallions. Grilled chicken can be added
- **KAANAPALI KOBB**
  Grilled chicken breast, crumbled bacon, fresh avocado, tomatoes, chopped hard cooked egg, scallions, bleu cheese crumbles & lettuce tossed with kobb dressing
- **CHINA COAST**
  Lettuce, carrots, snow peas, water chestnuts, fried noodles, sesame seeds, mandarin oranges & scallions tossed w/ sesame dressing. Grilled chicken can be added
- **GARDEN SALAD**
- **SMALL CAESAR**
- **TORTILLA SOUP**
  Hearty soup w/chicken & fresh vegetables, topped w/jack cheese, avocado & tortilla strips



Find an Islands near you: Please select GO!

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Burgers
Appetizers
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SOFT TACOS

- ISLAND FISH
  Three corn tortillas stuffed with premium fried fish, cabbage, cilantro, chipotle-white sauce, & diced tomatoes
- YAKI
  Three flour tortillas stuffed w/marinated chicken,
  teriyaki sauce, jack cheese, pineapple, lettuce, tomatoes & scallions
- BAJA
  Three flour tortillas, fajita-marinated chicken,
  grilled onions, bell peppers,
  pico de gallo & sour cream
- NORTHSHORE
  Three flour tortillas stuffed with spicy chicken, cheddar, lettuce & tomatoes w/salsa on the side
- CABO LOCO TACO
  Seasoned pork grilled w/ caramelized onions, stuffed into three flour tortillas
  w/ cilantro-chili sauce, onions & cilantro

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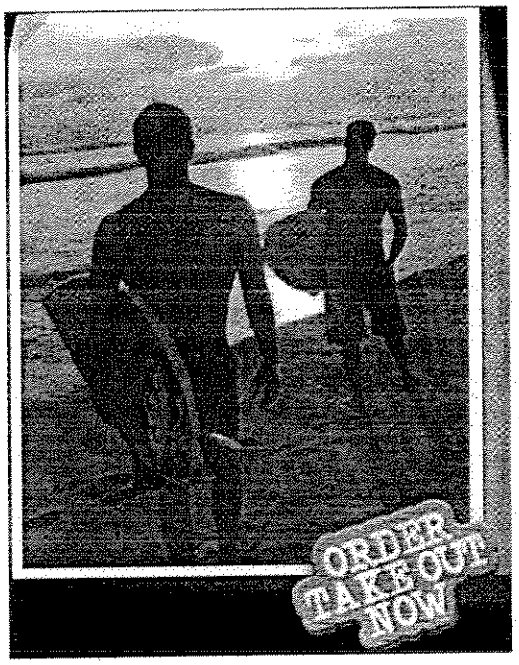
SANDWICHES & OTHER ITEMS

- MOA KAI
  Islands white albacore tuna salad, lettuce, tomato,pickles, cheddar & mayo on an Islands white or whole wheat bun
- THE WEDGE
  Bacon, lettuce, tomato, cheddar & mayo on an Islands white or whole wheat bun
- SHOREBIRD
  Grilled chicken breast, pickles, swiss, lettuce, tomato & mayo on an Islands white or whole wheat bun
- TOUCAN
  Grilled chicken breast, pineapple, teriyaki sauce, swiss, lettuce, tomato & mayo on an Islands white or whole wheat bun
- SANDPIPER
  Grilled chicken breast, sautéed mushrooms, swiss, lettuce, tomato & mayo on an Islands white or whole wheat bun
- ROTISSERIE CHICKEN
  One-half rotisserie chicken marinated w/herbs & spices, served w/ flour tortillas, sour cream, salsa & Islands slaw



Find an Islands near you: Please select GO

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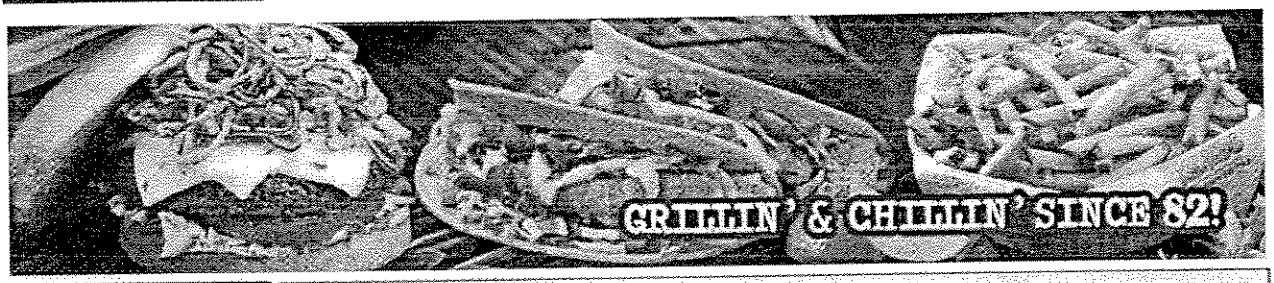

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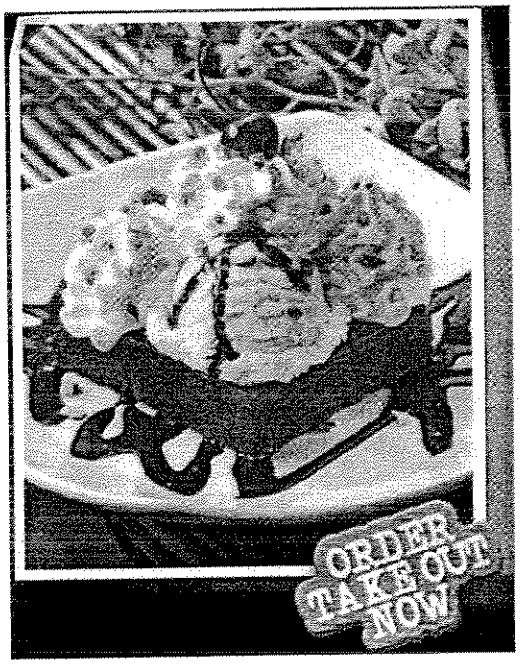
DESSERTS

- CHOCOLATE LAVA
  Fudge brownie, topped with vanilla ice cream, chocolate syrup, whipped cream, roasted almonds & a cherry
- KONA PIE
  Mocha almond fudge ice cream and cookie crust topped with chocolate fudge, roasted almonds, whipped cream & a cherry

SMOOTHIES

- COOL BREEZE
  Coconut cream, banana & strawberries
- TRADE WIND
  Coconut cream, banana & chocolate syrup
- MANGO STRAWBERRY
- WILDBERRY BANANA



Find an Islands near you: Please select GO

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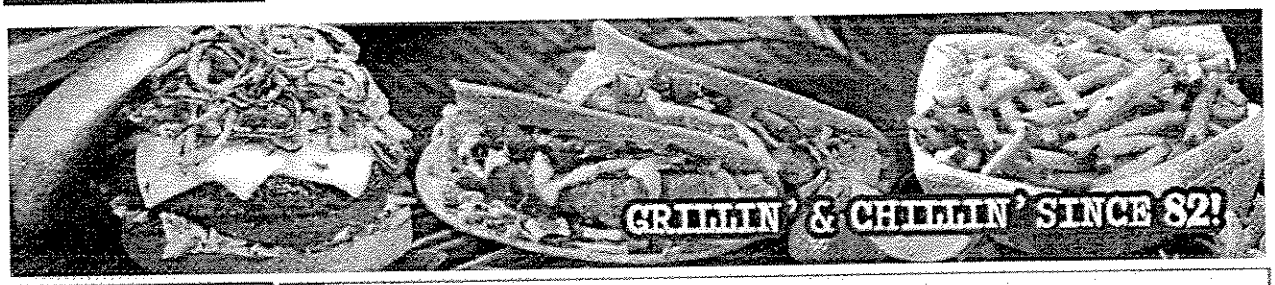

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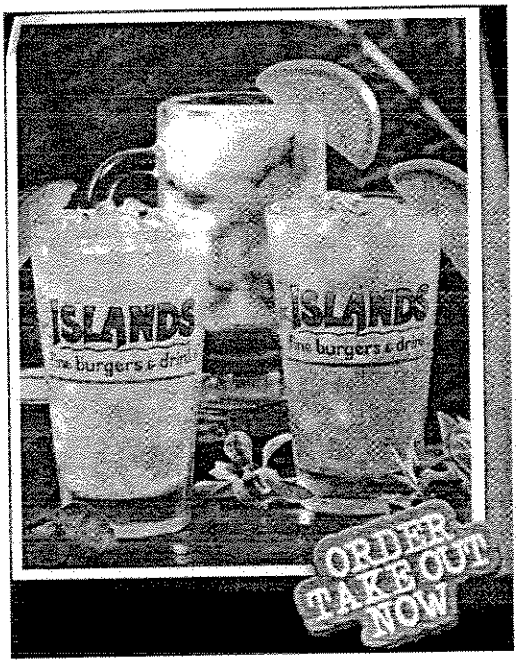
DRINKS

- STRAWBERRY-LEMONADE
- LEMONADE
- ENDLESS MUG
  Coca Cola, Diet Coke, Cherry Coke, Sprite, Root Beer, Passion Fruit Iced Tea, Nestea Iced Tea, Fruit Punch
- COLA LIME ICE
  Frosted drink blending the essence of coke, lime & ice
- ISLANDS SHAKE
  Chocolate, Vanilla, Strawberry
- ROOT BEER FLOAT
- JUICE
  Apple, Cranberry, Orange
- FRESH BREWED COFFEE



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Privacy Policy

GREMMIE MENU

Our tasty Gremmie Menu is especially for the 12 and under crowd. "Gremmies", or young surfers, love the great taste of Islands just as much as their parents. And we give them lots of yummy items to choose from. All Gremmie meals are served with Island fries or carrots and applesauce and a drink.

- LI'L HOT DOGGER
  All beef wiener & bun
- SANDCASTLE
  Grilled cheese on egg bread
- JR. WAVE
  Hamburger w/ your choice of mustard, mayo, lettuce, pickles & tomato
- JR. WAVE w/CHEESE
  Cheeseburger w/ your choice of mustard, mayo, lettuce, pickles & tomato
- JR. TIKI TENDERS
  Crisp chicken tenders served w/ranch dressing
- JR. QUESADILLA
  Flour tortilla w/cheddar cheese
- JR. SUNDAE
  Vanilla ice cream, w/chocolate syrup, whipped cream & a cherry
- JR. SHAKE
  Vanilla, Chocolate, Strawberry

Find an Islands near you: Please select GO!

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Privacy Policy

LIMITED PARTNERSHIP AGREEMENT

OF

ISLANDS BOULDER/AVONDALE, L P,

A DELAWARE LIMITED PARTNERSHIP

Available for review at City Hall

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: DANIEL MICHAEL ROTH

BUSINESS NAME: ISLANDS FINE BURGERS & DRINKS

ADDRESS: 10055 WEST MCDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jon Y. Harris
SIGNATURE

1/16/08
DATE

Assistant Fire Marshal
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2008

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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- ☐ DEVELOPMENT SERVICES
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APPLICANT'S NAME: DANIEL MICHAEL ROTH

BUSINESS NAME: ISLANDS FINE BURGERS & DRINKS

ADDRESS: 10055 WEST MCDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

- ■ APPROVED
- ☐ DENIED

Lynn Park
SIGNATURE

011608
DATE

Assistant Police Chief
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2008

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: DANIEL MICHAEL ROTH

BUSINESS NAME: ISLANDS FINE BURGERS & DRINKS

ADDRESS: 10055 WEST MCDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

Boris Bon
SIGNATURE

1/18/08
DATE

Development Services Director
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2008

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: January 17, 2008

TO: Linda Farris, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 12 Liquor License for Islands Fine Burgers and Drinks
10055 W. McDowell Road

The site is generally located at the southwest corner of 99th Avenue and McDowell Road within the Gateway Crossing shopping center. The building is existing.

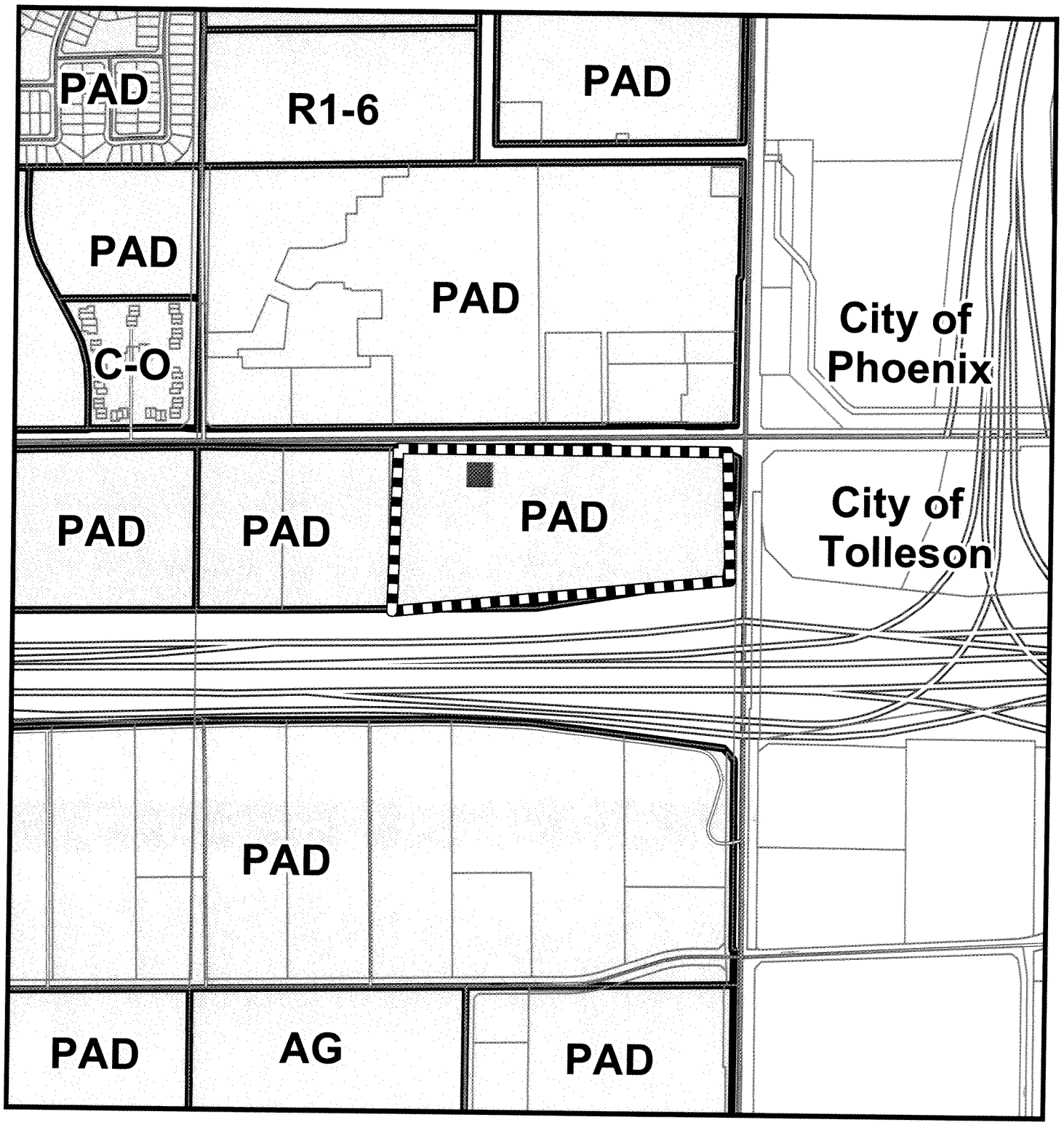
A Series 16 (State Series 12) liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

A Series 16 (State Series 12) was previously approved for Islands Fine Burgers and Drinks, located 10055 W. McDowell Road, on August 21, 2006.

The General Plan designates the property as Freeway Commercial. The subject property is located within the Gateway Crossing PAD (Planned Area Development) District. A restaurant is a permitted use in the Gateway Crossing PAD.

There are no zoning or separation issues with the site.

Attachment: Master Site Plan
Zoning Vicinity Map



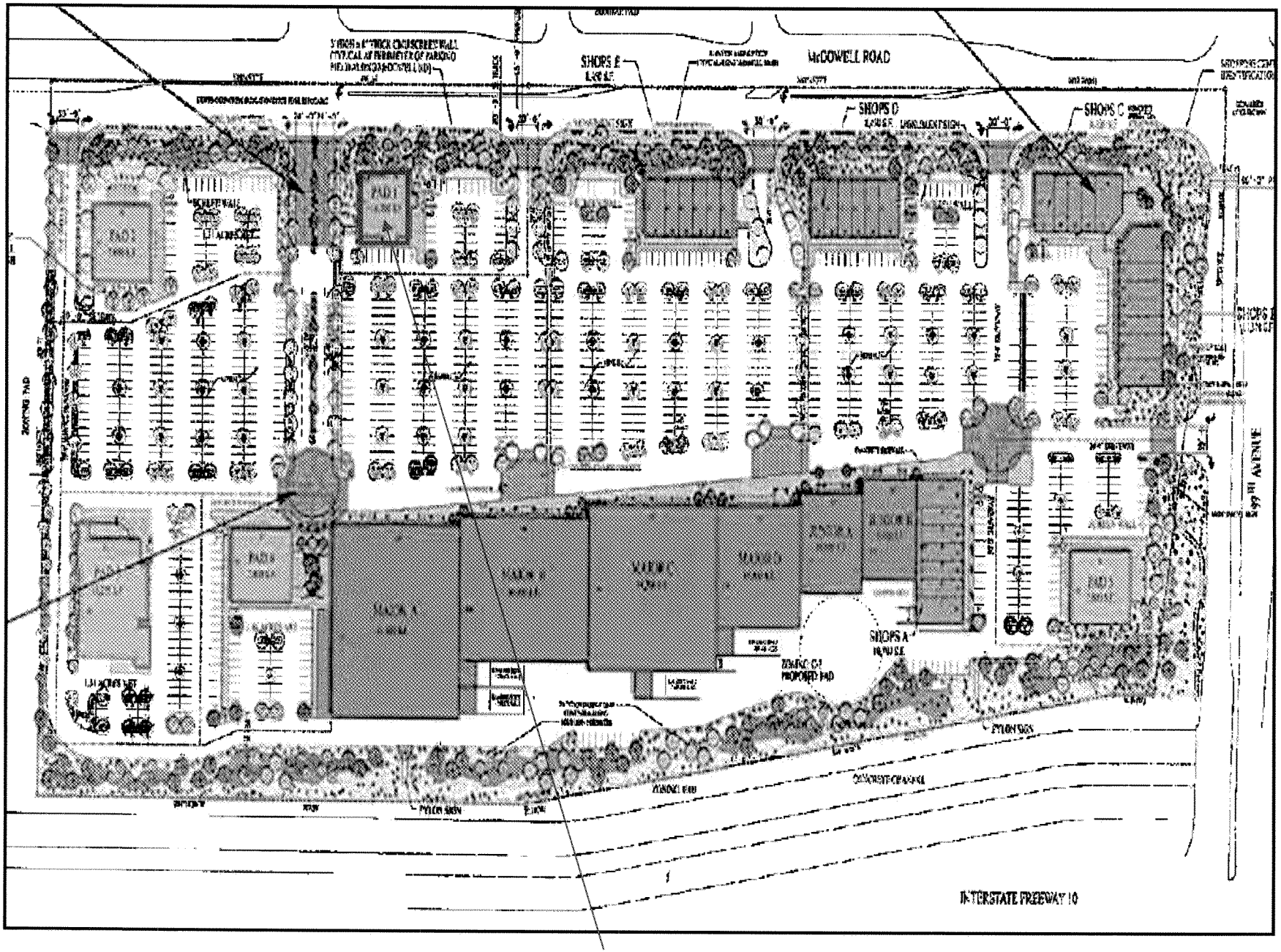
Zoning Vicinity Map

Avondale

Gateway Crossing

Islands Burgers and Drinks

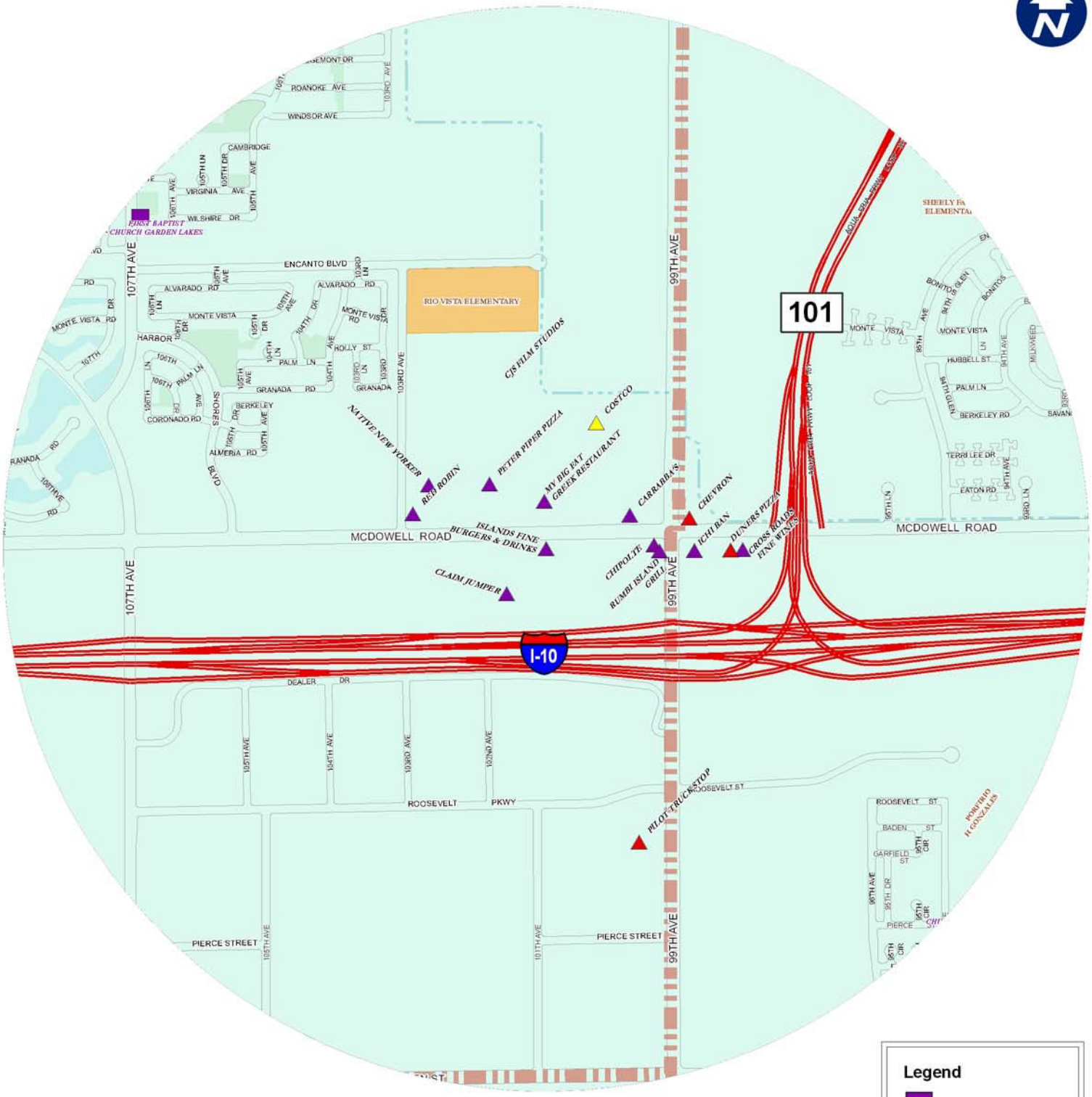
Gateway Crossing – Master Site Plan



Island's Burgers and Drinks

ISLANDS
ine burgers & drinks
01.04.2008

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JANUARY 4, 2008
A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, FEBRUARY 4, 2008
AT 7:00 PM.
HEARING DATES SUBJECT TO CHANGE.
TO VERIFY CALL: 623-333-1200
SERIES 16: RESTAURANT LICENSE TO SELL ALL SPIRITUOUS LIQUORS
01.04.2008



Legend

- PLACE OF WORSHIP
- SCHOOLS

LIQUOR LICENSE

- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

Islands Fine Burgers & Drinks

CITY COUNCIL REPORT

SUBJECT:
Encanto 66 annexation authorization

MEETING DATE:
February 4, 2008

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting Council authorization to proceed with the annexation of 65.3 acres of land generally located north of Encanto Boulevard between Avondale Blvd. and 119th Avenue.

BACKGROUND:

Staff has received a request from Howard Cornell of Encanto 66, LLC on behalf of Eastwood Avondale, LLC and Treguboff Properties for the annexation of approximately 59.49 acres of land generally located north of Encanto Boulevard between Avondale Blvd. and 119th Avenue. The property is contiguous to existing city limits on three sides.

Upon reviewing the annexation request, staff realized that as requested, the annexation would create a County island by leaving out APN 501-74-013T, 501-74-013S, 501-74-013R and 501-74-013P (three property owners). Staff has contacted those property owners and is in the process of finalizing pre-annexation agreements with two of them. The pre-annexation agreements will not impact their current use of the properties. Staff will continue to work with the additional property owner. However, if unable to reach an agreement the City would have the authority to include the third property in the annexation based on the number of property owners that are already in agreement with the annexation and with the assessed value of those properties.

Once annexed, the parcels included in the original request will be developed as a single family residential development estimated to include 215 single family detached homes.

Upon Council approval to proceed with the annexation and receipt of utility of information from the Department of Revenue, staff will initiate the annexation process which will include the filing of a blank annexation petition at the county recorder's office, scheduling, posting and holding a public hearing within 30 days of filing the blank petition, filing the completed annexation petition at the county recorder's office, and adoption by the City Council of the annexation ordinance.

RECOMENDATION:

Staff recommends that the City Council authorize the City Clerk to proceed with the annexation process

ATTACHMENTS:

Click to download

- Request for Annexation
- Map and legal description

May 30, 2007

Linda Farris, CMC
City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 200
Avondale, AZ 85323

Re: Annexation of the Northwest Corner of Avondale Blvd and Encanto Blvd.

Dear Ms. Farris:

We hereby request the City of Avondale to process an annexation of several parcels of property, approximately 59.49 acres, and generally located at the northwest corner of the intersection of Avondale Blvd. and Encanto Blvd., further described in the attached legal descriptions.

The property is presently zoned Rural- 43 in Maricopa County.

All correspondence regarding this matter should be sent to: Howard Cornell, c/o Encanto 66, LLC, 7637 E. Via del Reposo, Scottsdale, AZ 85016, phone 602.763.9612.

Sincerely,

Eastwood Avondale, LLC
6601 E. Redfield Road
Scottsdale, AZ 85254
Phone: 602.647.0481

By: Tammy Pasanella

(Print Name) TAMMY PASANELLA

Assessor's Parcel Numbers 501-74-014G, 501-74-014F, 501-74-014C, 501-74-013E

Treguboff Properties Limited Partnership
11710 W. Encanto Blvd.
Avondale, AZ 85323
Phone: 623-936-3690

Assessor's Parcel Numbers 501-74-013A, 501-74-013B, 501-74-013C, 501-74-013D, 501-74-014A and 501-74-014B

By: ~~Tammy Pasanella~~ Cynthia Paddock, Agent

(Print Name) ~~TAMMY PASANELLA~~ CYNTHIA PADDOCK, AGENT

Additional information:

Current land use of Parcels 501-74-014G, 501-74-014F, 501-74-014C, 501-74-013E: they are presently vacant.

Current land use of Parcels 501-74-013B, 501-74-013C, 501-74-013D, 501-74-014A and 501-74-014B: they are presently vacant or contain farm buildings. Parcel 501-74-013A contains a single family residence.

The proposed land use of all parcels except Parcel 501-74-013A is development of a new single family residential community. Parcel 501-74-013A will not be re-developed and the existing use will remain.

The proposed residential development is estimated to include 215 single family detached homes with an average purchase price of $250,000. Construction is projected to commence in 2008 with build out by 2012. Population race is expected to be similar to the surrounding property: 47% white, 45% Hispanic, 5% black, 2% Asian, 1% American Indian.

EXHIBIT "C.1"

City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323

Re: *Agent Authorization*

To Whom It May Concern:

I hereby authorize Cynthia Paddock, a member of Encanto 66, LLC, or any other member of Encanto 66, LLC or its nominee, to act as my agent in processing applications for annexation, re-zoning, platting and engineering plans on the property described as Assessor's Parcel Numbers 501-74-013A, 501-74-013B, 501-74-013C, 501-74-013D, 501-74-014A and 501-74-014B, located in the vicinity of Avondale Blvd. and Encanto Blvd.

If you have any questions, please feel free to contact me.

Sincerely,

Peter J. Treguboff
General Partner
Treguboff Properties Limited Partnership
Property Owner
11710 W. Encanto
Avondale, AZ 85323
(623) 936-3690

Witnessed and Attested By

Paulette Treguboff

OPTIMUS

SURVEY SERVICES

LEGAL DESCRIPTION
FOR
ENCANTO 66 BOUNDARY

BEING THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" REBAR FOUND AT THE CENTER OF SAID SECTION 36, FROM WHICH AN ALUMINUM CAP MARKED "LS 21782" FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 2,612.91 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS EAST ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 36, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID MID-SECTION LINE, NORTH 00 DEGREES 00 MINUTES 18 SECONDS EAST, A DISTANCE OF 1,085.53 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 1,305.82 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36;

THENCE NORTH 00 DEGREES 01 MINUTE 40 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 209.15 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36;

THENCE SOUTH 89 DEGREES 28 MINUTES 52 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 1,128.71 FEET;

THENCE DEPARTING SAID LINE, SOUTH 00 DEGREES 03 MINUTES 39 SECONDS EAST, A DISTANCE OF 431.89 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 324.91 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTE 40 SECONDS EAST, A DISTANCE OF 861.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ENCANTO BOULEVARD (20' R/W);

THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 253.01 FEET;

(p) 602.286.9300 | (f) 602.286.9400 | www.optimus-usa.com
2323 E. Magnolia St. | Suite #107 | Phoenix, AZ 85034

THENCE NORTH 00 DEGREES 01 MINUTE 40 SECONDS WEST, A DISTANCE OF 13.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ENCANTO BOULEVARD (33' R/W);

THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 551.02 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTE 40 SECONDS EAST, A DISTANCE OF 13.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ENCANTO BOULEVARD (20' R/W);

THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 1,306.44 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2,591,414 SQUARE FEET OR 59.49 ACRES MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27747
MICHAEL N.
MYER
Date Signed 3/15/06
ARIZONA U.S.A.

S:\3-04098(Encanto 66)\Docs\ENCANTO 66 BOUNDARY.doc
(p) 602.286.9300 | (f) 602.286.9400 | www.optimus-usa.com
2323 E. Magnolia St. | Suite #107 | Phoenix, AZ 85034

Parcel name: ENCANTO 66 BOUNDARY 3-9-07

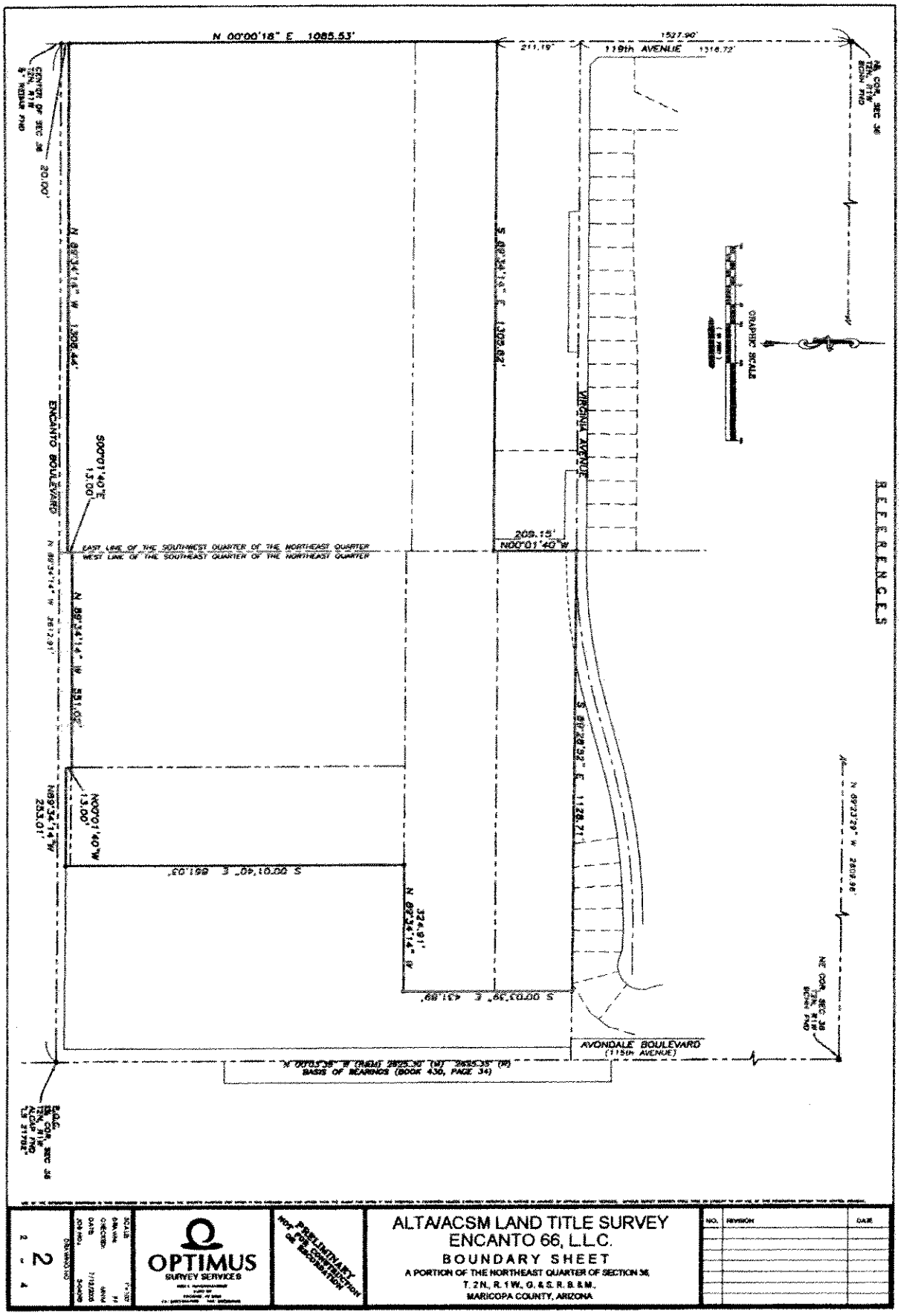
North: 7414.2894 East : 7389.9534
Line Course: N 00-00-18 E Length: 1085.530
North: 8499.8194 East : 7390.0481
Line Course: S 89-34-14 E Length: 1305.819
North: 8490.0321 East : 8695.8304
Line Course: N 00-01-40 W Length: 209.148
North: 8699.1801 East : 8695.7290
Line Course: S 89-28-52 E Length: 1128.707
North: 8688.9583 East : 9824.3897
Line Course: S 00-03-39 E Length: 431.894
North: 8257.0645 East : 9824.8483
Line Course: N 89-34-14 W Length: 324.915
North: 8259.4998 East : 9499.9424
Line Course: S 00-01-40 E Length: 861.027
North: 7398.4729 East : 9500.3599
Line Course: N 89-34-14 W Length: 253.008
North: 7400.3692 East : 9247.3590
Line Course: N 00-01-40 W Length: 13.000
North: 7413.3692 East : 9247.3527
Line Course: N 89-34-14 W Length: 551.018
North: 7417.4992 East : 8696.3502
Line Course: S 00-01-40 E Length: 13.000
North: 7404.4992 East : 8696.3565
Line Course: N 89-34-14 W Length: 1306.443
North: 7414.2912 East : 7389.9501

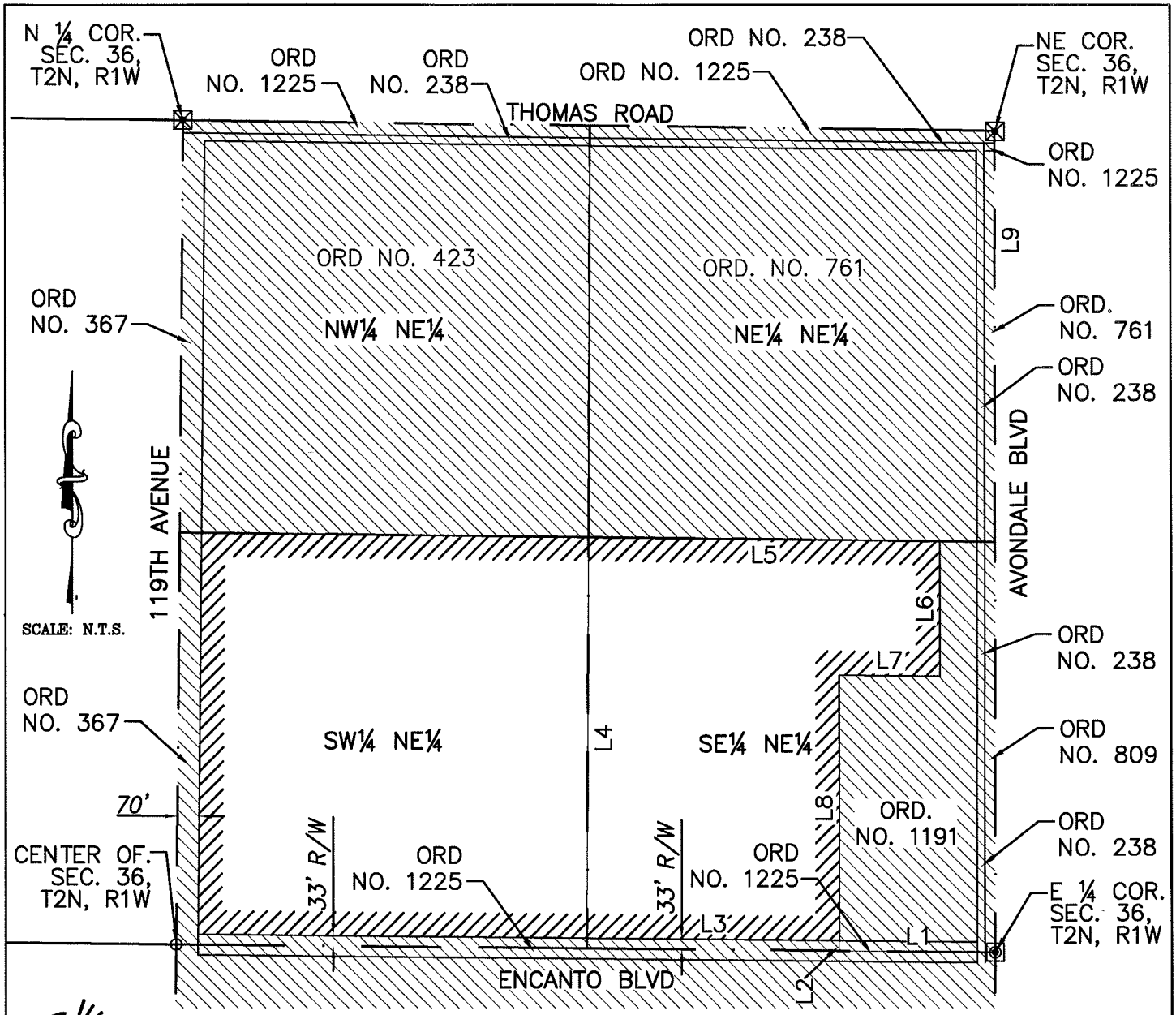
Perimeter: 7483.510 Area: 2,591,414 sq. ft. 59.49 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0037 Course: N 61-05-16 W
Error North: 0.00178 East : -0.00323
Precision 1: 2,022,570.000

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27747
MICHAEL N.
MYER
Date Signed 3-
ARIZONA U.S.A.

S:\3-04098(Encanto 66)\Dwgs\ALTA.dwg, 3/9/2007 5:06:27 AM, pfricovsky





Entellus™
2255 N. 44th Street Suite 125
Phoenix. AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

ENCANTO 66 ANNEXATION
CITY OF AVONDALE, ARIZONA
WE HEREBY CERTIFY THAT THIS IS AN ACCURATE PLAT OF TERRITORY ANNEXED TO THE CITY OF AVONDALE, ARIZONA BY ORDINANCE NO.

MAYOR _____ . *DATE* _____ .

CLERK _____ . *DATE* _____ .

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33874
DANIEL G. FRANCETIC
Date Signed.....
ARIZONA, U.S.A.

LINE	BEARING	DISTANCE
L1	N 89°34'14" W	502.71'
L2	N 00°01'40" W	33.00'
L3	N 89°34'14" W	813.97'
L4	N 00°11'35" E	1281.69'
L5	S 89°28'52" E	1133.72'
L6	S 00°03'39" E	431.89'
L7	N 89°34'14" W	324.92'
L8	S 00°01'40" E	848.03'
L9	N 00°03'39" W	2625.30'

LEGEND

PARCEL TO BE ANNEXED

EXISTING CITY LIMITS

BRASS CAP FLUSH

BRASS CAP IN HAND HOLE

CITY OF AVONDALE , ARIZONA

SECTION 36

T.2N., R.1W. G. & S.R.B. & M.

ANNEXATION EXHIBIT

DATE: 10/9/07 | REV'D: __/__/__

DRAWN BY: DG | CHK'D: DGF | PG: 1 OF 1

FILE: 435011_PHS05_ENCANTO 66

CITY OF AVONDALE
DESCRIPTION FOR ANNEXATION

Those portions of the Northeast Quarter of Section 36, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

The Southwest Quarter of said Northeast Quarter;

EXCEPT the West 70.00 feet and South 33.00 feet thereof.

That portion of the Southeast Quarter of said Northeast Quarter described as follows:

COMMENCING at the aluminum cap marked "LS 21782" and found at the East Quarter of said Section, from which the Northeast Corner of said Section bears North 00 degrees 03 minutes 39 seconds West a distance of 2625.30 feet as described in legal descriptions found in Documents # 2005-1277463, 2005-1277464, 2005-1385661, 2005-1394726, 2005-1395697, 2006-0065738, and 2006-0065739 of the Maricopa County Recorder;

Thence along the East-West mid-section line as described in said Documents, North 89 degrees 34 minutes 14 seconds West a distance of 502.71 feet to a point;

Thence North 00 degrees 01 minute 40 seconds West a distance of 33.00 feet to a point on a line parallel with and 33.00 feet distant from the South line of said Southeast Quarter, said parallel line also being the North line of an annexation described in Document # 2007-0063748 of the Maricopa County Recorder, being City of Avondale Ordinance 1225-206, and said point being the POINT OF BEGINNING;

Thence along said parallel line, North 89 degrees 34 minutes 14 seconds West a distance of 813.97 feet to a point on the West line of said Southeast Quarter of the Northeast Quarter;

Thence along said West line, North 00 degrees 11 minute 35 seconds East a distance of 1281.69 feet to a point on the North line of said Southeast Quarter of the Northeast Quarter, said line also being the South line of an annexation described in Document # 2000-0953477 of the Maricopa County Recorder, being City of Avondale Ordinance 761-00;

Thence along said North line, South 89 degrees 28 minutes 52 seconds East a distance of 1133.72 feet to a point on the West line of an annexation described in Document # 2006-1003627 of the Maricopa County Recorder, being City of Avondale Ordinance 1191-606;

Thence along said West line, South 00 degrees 03 minutes 39 seconds East a distance of 431.89 feet to a point;

Thence continuing along said West line, North 89 degrees 34 minutes 14 seconds West a distance of 324.92 feet to a point;

Thence continuing along said West line, South 00 degrees 01 minute 40 seconds East a distance of 848.03 feet to the POINT OF BEGINNING.

DRAFT

CITY COUNCIL REPORT

SUBJECT:
Second Amendment - Economic Development Agreement - DH Ventures - Hilton Garden Inn and Hilton Homewood Suites Development

MEETING DATE:
February 4, 2008

TO: Mayor and Council

FROM: Claudia Whitehead, Economic Development Director (623)333-1411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the attached Economic Development Agreement (EDA) Second Amendment with DH Ventures (hotel developer), to rebate $240,000 in development fees and to limit the rebate of the lodging tax generated to the calendar years of 2007, 2008, 2009 and 2010 for the development of the Hilton Garden Inn and a Hilton Homewood Suites at the southeast corner of Avondale Boulevard and Interstate 10, (see attached vicinity map).

BACKGROUND:

On March 21, 2005 the Avondale City Council approved the original Economic Development Agreement (EDA) with Mr. Doug Heltne, Managing Member of DH Ventures, regarding the development of a Hilton Garden Inn and a Hilton Homewood Suites to serve the SW Valley. Subsequently, an amendment to the EDA was approved by the Avondale City Council on November 21, 2005 to add the provision to rebate an additional $140,000 to help offset specific underground retention requirements necessary to fully utilize the site adding additional value to the project and the community.

The two Hilton hotels offer the first hotel rooms and hotel meeting space in the City of Avondale. The proposed Second Amendment to the EDA reflects the 2007 opening dates of the two Hilton hotels, limits the years for the lodging tax rebate from potentially six years to four years and rebates $240,000 in development fees. The remaining provisions in the EDA have not been changed.

BUDGETARY IMPACT:

The rebates in the EDA will be returned from revenue that would not otherwise be collected without such a project and from taxes collected by the City that may not have been otherwise received. The amendment will be funded by the Economic Development Opportunity Fund, an annual supplemental fund to provide the resources necessary for the project that is vital to the community's economic development goals. The successful development and operation of the hotels are consistent with the Council's goal of business attraction, community investment and the creation of additional employment opportunities and community amenities.

RECOMENDATION:

Staff recommends that the City Council approve the Second Amendment to the Economic Development Agreement with DH Ventures for the development of the Hilton Garden Inn and Hilton Homewood Suites at the southeast corner of Avondale Boulevard and Interstate 10.

ATTACHMENTS:

Click to download

- EDA - DH Ventures Second Amendment
- Site Map

SECOND AMENDMENT
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DH VENTURES, L.L.C.

THIS SECOND AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (this "Second Amendment") is made February 8, 2008, by and between the City of Avondale, an Arizona municipal corporation (the "City") and DH Ventures, L.L.C., an Arizona limited liability company ("Hilton Developer").

RECITALS

A. The City and the Hilton Developer entered into that certain economic development agreement on March 22, 2005 (the "Initial Agreement"), relating to development of two Hilton hotels located generally at the Southeast corner of Avondale Boulevard and Interstate 10.

B. The Agreement was amended once, on November 21, 2005, to address the parties' understanding of the allocation of development fees for the Hilton hotels (the "First Amendment"). The Initial Agreement and the First Amendment are collectively referred to herein as the "Agreement." All capitalized terms used in this Second Amendment and not otherwise defined herein shall have the same meaning set forth in the Agreement.

C. Pursuant to the Agreement, the Hilton Developer was required to construct and open both Hilton Hotels for business by November 1, 2006. Due to various circumstances, Hilton Developer opened one of the Hilton Hotels (Hilton Garden Inn) on April 09, 2007 (the "Garden Inn Opening Date") and the second Hilton Hotel (Homewood Suites) on October 24, 2007 (the "Homewood Suites Opening Date").

D. The City and the Hilton Developer agree that, in light of the later opening dates of the Hilton Hotels, certain modifications to the Agreement are appropriate. Therefore, the City and the Hilton Developer desire to further amend the Agreement to modify the City's Rebate obligations therein and to address the impact of the later opening dates for the Hilton Hotels.

AGREEMENT

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

1. Opening Date Modification. The City hereby agrees to a limited waiver of enforcement of the Opening Date set forth in Section 1 of the Agreement, but only to the extent of and subject to the terms and conditions set forth in this Section 1. The City and the Hilton Developer agree that the Operating Period obligation shall commence on the Homewood Suites Opening Date. All other Hilton Developer Obligations set forth in Section 1 of the Agreement shall remain in full force and effect.

2. Transient Lodging Modification. Section 2 of the Agreement is hereby amended by deleting subsection 2(c) thereof in its entirety and replacing it with the following:

> c. Transient Lodging Tax Rebate. Hilton Developer shall collect all Lodging Taxes for the Hilton Hotels operating on the Property and shall remit such Lodging Taxes to the City according to applicable law. As an inducement to Hilton Developer, its successors or assigns, to continue operating the Hilton Hotels on the Property for a period of at least five years, the City hereby agrees to rebate a portion of the Lodging Taxes generated by sales at the Hilton Hotels on the Property and paid to the City. Commencing upon the Garden Inn Opening Date and continuing for a period of four years thereafter (the day ending such five-year period being designated as the "Rebate Termination Date"), the City shall rebate to Hilton Developer 2.0% of the annual net taxable transient lodging sales generated by Hilton Developer at the Hilton Hotels on the Property (the "Lodging Tax Rebate"), which shall be payable in annual installments. The Construction Tax Rebate, the Building Fee Waiver, the Development Fee Rebate and the Lodging Tax Rebate are collectively referred to herein as the "Rebate."

3. Development Fee Modification. Section 2 of the Agreement is hereby amended by deleting subsection 2(d) thereof in its entirety and replacing it with the following:

> d. Development Fee Rebate. Not later than 90 days after the Homewood Suites Opening Date, the City shall rebate an amount from the City's Economic Development Opportunity Fund equal to a portion of the development fees paid by the Hilton Developer to the City relating to construction of the Hilton Hotels, not to exceed $240,000.00 (the "Development Fee Rebate").

4. Term Modification. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

> 3. Term. This Agreement shall be effective upon the Effective Date and shall remain in full force and effect until the date that is five years after the Homewood Suites Opening Date, unless sooner terminated pursuant to Section 7 below. The Rebate shall become effective on the Effective Date and shall remain in full force and effect until the Rebate Termination Date, unless terminated sooner pursuant to Section 7 below.

5. Payment Modification. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

4. Payment Method. The first annual payment required by Section 2(c) above shall be paid no later than 60 days after the end of the calendar year following the Homewood Suites Opening Date in which Lodging Taxes were paid to the City by Hilton Developer; provided, however that the first payment shall include any rebates accrued prior to the date of such payment. Subsequent annual payments will be made no later than 60 days after the end of each succeeding year. Notwithstanding the termination of the City's obligation to make the Lodging Tax Rebates pursuant to Section 2(c) above, the City shall remain obligated to pay, upon the next occurring annual payment date, any amounts due to Hilton Developer that accrued prior to such termination. Each annual payment will be mailed to Hilton Developer at the address set forth in Section 8 below, or as otherwise agreed to by Hilton Developer and the City.

6. Limited Modification. Except as expressly amended by this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified, confirmed and approved.

7. Cancellation for Conflict of Interest. The Agreement and this Second Amendment may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

8. Estoppel. By executing this Second Amendment, the Hilton Developer affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement.

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

"**Hilton Developer**"

DH VENTURES, L.L.C., an
Arizona limited liability company

By: _____
Douglas E. Heltne, Managing Member

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

Acknowledged before me_____, 2008, by Douglas E. Heltne, the Managing Member of DH VENTURES, L.L.C., an Arizona limited liability company, for and on behalf of the limited liability company.

_____
Notary Public in and for the State of Arizona

My Commission Expires

_____

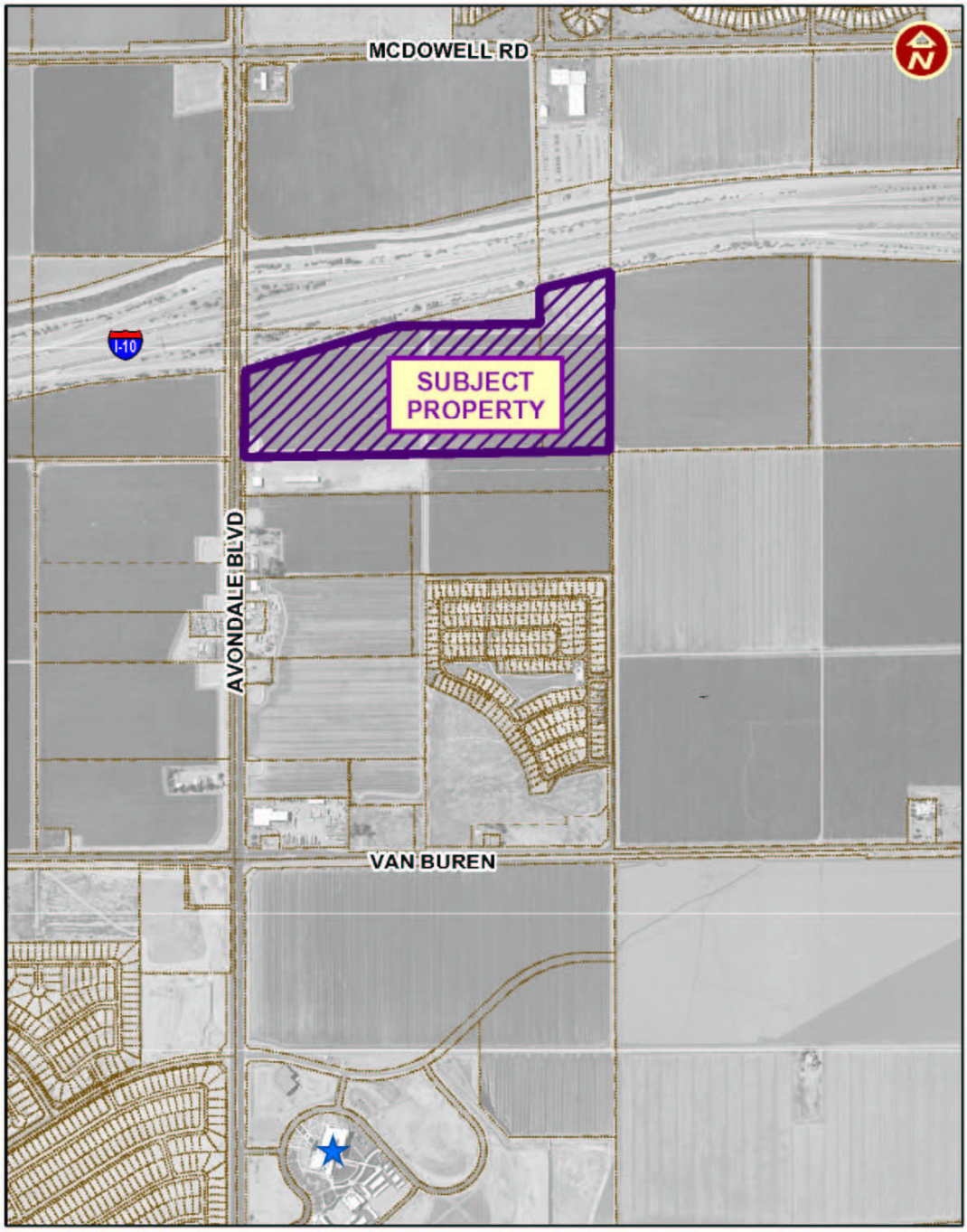
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

Acknowledged before me _____, 2008, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, for and on behalf of the municipal corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires

_____



Proposed Hilton Hotel Site
EXHIBIT "A"

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Dibble & Associates Consulting Engineers - Well 25

MEETING DATE:
February 4, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council enter into a Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc., to design and provide construction management services for the design and construction of a well head at Well 25 with a not-to-exceed amount of $149,940.00 and authorize the Mayor or City Manager and City Clerk to execute the contract document.

BACKGROUND:

The City's 2005 Water Master Plan evaluated current water resources and determined that additional well capacity is needed throughout the City service area. The City's Water Resources Department completed a Surface Water Treatment Opportunities and Analysis study in April 2007 to plan for additional water resources. This study looked at both the quantity and quality for surface and ground water resources for the City of Avondale through build-out. The City utilizes groundwater production wells to recover the stored water credits throughout its service area for introduction into the potable water distributions system. This study projected that half of the City's water supplies will come from surface waters for the annual average water demand at build-out; therefore, the City must rely on groundwater credits to meet its projected water demands. The study further recommended that the City should construct fifteen (15) new groundwater production wells by fiscal year 2010. Based on staff's evaluation of the projected CIP funding for the five years staff has programmed the construction of two new wells a year for the next five years. Currently, the City is developing Well No. 22 and Well No. 25 for fiscal year 2008 to meet the projected water demands. Well No. 25 is located just east of the City's Coldwater Springs Booster Station near the intersection of Van Buren Street and the Agua Fria River. The subsurface well design and construction for Well No. 25 is being completed under a separate design contract with AMEC (design) and Arizona Beeman Drilling Co. (construction). The new well heads for Well No. 25 will be designed to connect to a 16-inch transmission line located beneath Van Buren Street directly north of the well site. Well No. 25 will discharge into the Coldwater Springs Booster Station site.

DISCUSSION:

Approval of this Professional Services Agreement will provide design and construction management services for all Well 25 related wellhead improvements including the installation of well head, well pump, discharge pipe, yard piping, connection to the 16-inch transmission main, cyclone de-sander, CMU site perimeter wall and access gate, aggregate base course surface and access drive, electrical service, control systems and Remote Terminal Unit (RTU), Supervisor Control and Data Acquisition (SCADA) electrical and control systems as well as on on-site chlorination system. In order to meet the anticipated timeline to provide this additional potable water capacity to the City's distribution system staff will evaluate the option of procuring long lead items prior to bidding the project construction.

Using the Professional Consulting Services – Pre Qualifications list, Dibble & Associates Consulting Engineers, Inc., was selected via a panel committee to complete the design of the well, assist with the bidding process and to conduct construction oversight. Dibble & Associates' has a historical knowledge of the area and

has previously completed similar professional services for several well sites for the City.

City Staff anticipates that the construction of Well No. 25 and will be completed by August 14, 2008, if the following schedule is followed. The well would be capable of producing and supplying water manually by May 2008 if needed:
Tentative Schedule of Completion:

Notice to Proceed with Design:	February 2008
Design Complete:	March 2008
Award of Construction Contracts:	April 2008
Substantial Construction Complete:	July 2008
Final Construction Complete:	August 2008

BUDGETARY IMPACT:

Funding for these professional services is available in the CIP – Water Development Fund, 514-1216-00-8520 (Well 25 – Van Buren and El Mirage).

RECOMENDATION:

Staff recommends that the City Council enter into a Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc., to provide design and construction management services for Well No. 25 in the amount of $149,940.00 and authorize the Mayor or City Manager and City Clerk to execute the contract document.

ATTACHMENTS:

Click to download

- PSA -Dibble Well 25

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of December 17, 2007 between the City of Avondale, an Arizona municipal corporation (the "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for comprehensive design engineering and construction administration services for the construction of Well No. 25 (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 17, 2008.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $149,940.00 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit B and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this

Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

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

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

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor

containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

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

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

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

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

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

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

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

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Dibble & Associates Consulting Engineers, Inc. 7500 North Dreamy Draw Drive, Suite 200 Phoenix, Arizona 85020-4660 Facsimile: _____ Attn: Jason R. Fort, P.E.

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

14.14 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the RFQ, the Consultant's response to the RFQ, the Scope of Work, the Fee Estimate and this Agreement, the terms of this Agreement shall govern.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Scope of Work]

See following pages.

CITY OF AVONDALE

WELL No. 25

DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

SCOPE OF WORK

November 27, 2007

A. INTRODUCTION

Dibble Engineering (Dibble) will provide design engineering and construction administration services for the City of Avondale (COA) to construct Well No. 25. The well site is located along the south side of Van Buren Street, approximately 1,000 feet east of the Coldwater Springs Reservoir and Booster Pump Station. The new well will pump into a 16-inch dedicated raw water transmission main, which discharges into the reservoir system at Coldwater Springs. The hydrogeologic design and construction of the well has been completed under a separate contract with AMEC (subsurface design) and Arizona Beeman Drilling Company (construction).

Project design and construction phase services will include improvements on the well site, including the well head, well pump (capacity to be determined during drilling), discharge piping, underground piping connection to the existing 16-inch raw water transmission main, cyclone desander, CMU site perimeter wall and access gate, aggregate base course surface and access drive, electric service, control systems and Remote Terminal Unit (RTU) communicating with the City's SCADA system via Wide Area Network (WAN) radio connection. The design will also include a chlorination system for disinfection of the raw well water either by addition of a new tablet chlorination system or relocation of an existing onsite sodium hypochlorite generation system currently located at Well No. 14.

The following schedule and scope of work describes the tasks associated with the design and preparation of construction documents and construction administration services for the City of Avondale Well No. 25.

B. SCHEDULE

Design for this project will be completed in accordance with the schedule attached. The schedule is based on the Notice to Proceed being issued by December 17, 2007. This schedule assumes no more than one week for City review of progress submittals.

C. SCOPE OF SERVICES

Design Phase Services

Task 1: Data Collection: Dibble will collect and review as-built drawings of existing infrastructure, approved development plans, master plan data, reports, right-of-way maps and plats within the project area or that may affect the project design. Information will be collected from the City of Avondale and all other adjacent governmental agencies with infrastructure in the vicinity of the project.

Task 2: Design Survey / Base Mapping: A field survey will be performed to obtain topographic mapping of the project area. Specific design survey tasks will include the following:

- Sectional Control: Dibble will provide horizontal location and verification of the controlling corners for Section 11 located in Township 1 North, Range 1 West. Coordinates will be referenced to Arizona State Place Coordinates NAD83(92) and the Maricopa Geodetic Densification and Cadastral Survey (GDACS) control network. A project scale factor will be calculated and applied to the State Plane coordinates for design and mapping purposes. Project coordinate meta data will be provided for future reference.
- Project Vertical Control Survey: Dibble will provide field run bench levels along the project route and at the well site to establish uniform vertical control. Vertical datum will be established using an approved City of Avondale benchmark and referenced to NAVD 88.
- Topographic Survey: Dibble will provide detailed topographic survey for existing improvements. Existing surface features, including site walls, gates, curb, pavement, etc. and ground contours will be located. Utility locations along Van Buren Street in the vicinity of the proposed pipeline connection, including sanitary and storm manholes (rim and invert elevations), water valves (rim and nut elevations), concrete irrigation structures, telephone and cable risers, electric boxes, and blue stake markings will be obtained.

Task 3: Utility Coordination: Prior to the start of design, Dibble will contact Blue Stake and obtain a list of utilities reporting facilities within the vicinity of the project. Dibble will contact each of these utilities to request mapping information for their facilities. Utilities will be shown on construction drawings in accordance with the mapping provided and additional field verification that may be obtained during the design survey.

Progress design submittals will be provided to each of the utilities that indicate the presence of facilities within the project vicinity for no-conflict review. Utility no-conflict reviews will be completed after 60%, and 95% progress submittals. Receipts of the no-conflict requests will be provided to the City's Project Manager upon request.

Task 4: Blending Plan Preparation: Based on historic groundwater quality trends, it is possible that the new well may contain chemical constituents in excess of the current federal Safe Drinking Water Act Maximum Contaminant Levels. Dibble will prepare calculations to determine the feasibility of blending water from Well No. 25 with water from one of the City's other potable water wells. Blending will be controlled by SCADA programming (requiring concurrent well operation). If blending is determined to be needed and feasible, Dibble will prepare a blending plan for submittal to the Maricopa County Environmental Services Department.

Task 5: Construction Document Preparation

Plans and specifications will be prepared to equip the existing well and complete the necessary site work and piping to connect the new well to the existing 16-inch water transmission pipeline along Van Buren Street.

A review of the well development, flow test and available water quality test results completed as part of the well drilling will be made. Based on the results of the pump test, a new well pump will be selected. The pump will be an open line shaft, product lubricated, constant speed vertical turbine pump with an electric motor driver. The pump motor will be equipped with an over temperature switch and a high pressure switch to initiate pump shutdown and signal an alarm if the pump or motor are operating outside specified design parameters.

An electromagnetic (MAG) flow meter will be installed on the discharge to monitor delivery and totalized flow from the well. Flow and pulse signals will be sent to the Remote Telemetry Unit (RTU) for remote monitoring.

Raw well water will be pumped from the well site to the Coldwater Springs Reservoir and Booster Pump Station, through approximately 1,000 feet of existing 16-inch transmission main. To minimize the potential for creating transient pressure surges during well pump starting and stopping, a soft start will be specified for the well pump motor.

Potential sand intrusion will be mitigated utilizing a mechanical cyclone sand separator. The sand separator will be designed to discharge sand to an onsite containment structure utilizing gravity settling to capture sand.

Raw well water will be disinfected prior to entering the Coldwater Springs reservoir. Disinfection will be provided either by an Onsite Sodium Hypochlorite Generation System (OSHGS) that the City already owns or a new tablet clorination system located at the well site. The existing OSHGS system, a 24 pound per day system (ClorTec Model T-24), is currently located at Well 14, which is not in service. The system will be evaluated for adequate sizing; and, if appropriate, specified for relocation to the new well site.

Well site design will also include concrete equipment pads, emergency eyewash (if the relocated OSHGS is utilized), bollards, a deadman anchor to facilitate well pump removal, and shade structures for electrical equipment. Site grading plans will be prepared that include specifications for finish surface treatment (asphalt and/or ABC and decomposed granite).

The following plan sheets are anticipated:

Sheet Number	Sheet Type	Number of Sheets
1	Cover Sheet	1
2	General Notes & Legend	1
3	Survey Control	1
4	Site Plan – New Well Site	1
5	Grading and Paving Plan – New Well Site	1
6	Plan and Profile – 16-inch Transmission Pipeline	1
7	Mechanical Piping Plans and Sections	1
8	Chlorination System	1
9-12	Civil and Mechanical Details	4
13	Electrical Cover	1
14	Electrical Site Plan	1
15	Electrical Single Line Diagram	1
16	Electrical Details	1
17	Control Schematics	1
18	P & ID	1
	Total Plan Sheets	***18***

Task 5.1: Preliminary Design (60%): Preliminary design will include preliminary site layout and specifications for selection of equipment and piping for the well along with preliminary plans and details, survey, note and cover sheets. An Engineer's Opinion of Probable Construction Cost will be submitted with this progress submittal. A review workshop will be held with City staff to review the plans and discuss any City comments on the Preliminary Design submittal.

Task 5.2: Final Design (95%): Final design will include final construction drawings and specifications. These documents will incorporate design elements developed in the Preliminary Design submittal along with any City comments. An Engineer's Opinion of Probable Construction Cost will be submitted with this submittal. These documents will be utilized for required permit approval submittals.

Task 5.3: Bid Documents (100%): Bid documents will be prepared that incorporate any permit approval revisions. Reproducible drawings (4 mil mylar) and specifications (Adobe PDF) will be provided for bidding. The City will be responsible for advertising and public bidding.

Task 6: Permitting: Dibble will prepare submittal packages to obtain permit approval from the following agencies:

- Maricopa County Environmental Services Department (MCESD): Approval to Construct (ATC) and Approval of Construction (AOC).
- City of Avondale Building Safety Division

Task 7: Bidding Phase Assistance: Dibble will provide assistance to the City during the Bidding Phase as follows:

- Attend pre-bid conference.
- Answer technical questions that may arise during the bidding period.
- Assist in the preparation of addenda to the Contract Documents during the bidding period, including revisions to the drawings and specifications, as required. Dibble will provide reproductions of each addenda as required for distribution to plan holders. Distribution of addenda will be the responsibility of the City.

Task 8: Project Management/Coordination and Meetings: Dibble will provide comprehensive project management and control, including the following tasks:

- Project Direction: Direct the activities of the Dibble project team and resolve technical, staffing, schedule, and cost issues.
- Progress Reports
    1. Prepare and submit progress reports to the City monthly in a format acceptable to the City. Progress reports shall be submitted with Dibble's monthly invoice.
    2. Progress reports shall include the following:
        - Summary of work performed since the last progress report.
        - Anticipated work in the upcoming month.
        - Information required from others and/or coordination required.
        - Problems encountered and proposed solutions.
        - Issues requiring resolution and impact on project schedule/budget.
        - Potential scope changes.
        - Actual percent complete versus percent spent.
        - Schedule status (variance) and revised milestone dates, as necessary.

- Project Schedule: Prepare and submit a schedule of activities (MS Project) showing task durations and interrelationships, deliverables, and major milestones.
- Project Control: Develop and implement a project control system to document, monitor, evaluate, and resolve issues related to project schedule and budget. The control system will track, as a minimum, schedule and budget related to project deliverables and milestones.
- Quality Control Plan

1. Prepare a Quality Control Plan that identifies the roles & responsibilities of key personnel involved in the QC process, describes QC Procedures & Milestones including Checking Procedures and the technical review process, and describes procedures for monitoring & documenting QC activities.
2. Submit documentation with each design review submittal verifying that the QC policies and procedures identified in the QC Plan were implemented for the submittal.

Deliverables

Preliminary Design Submittal (60%)
- Preliminary construction drawings
  - Full size (24 x 36) on Bond (4 copies)
- Preliminary Specifications (4 copies)
- Engineer's Opinion of Probable Construction Cost (4 copies)

Final Design Submittal (95%)
- Final construction drawings
  - Full size (24 x 36) on Bond (4 copies)
- Final Specifications (4 copies)
- Engineer's Opinion of Probable Construction Cost (4 copies)

Bid Document Submittal (100%)
- Bid Construction Drawings
  - Full size (24 x 36) on 4 mil mylar (1 copy)
  - Full size (24 x 36) on Bond (20 copies)
  - Electronic (AutoCAD 2006) on CD (1 copy)
- Bid Specifications
  - Bond (20 copies, bound)
  - Electronic (Adobe PDF) (1 copy)
- Engineer's Opinion of Probable Construction Cost (1 copy)

CONSTRUCTION PHASE SERVICES

Dibble and Oridian, a Dibble company, will perform construction phase services necessary to ensure compliance with the contract documents. Oridian will perform construction management and administration services in accordance with the attached scope of work (Exhibit B).

Dibble will perform the following Construction Phase Services:

Task 9: Preconstruction Meeting: Dibble will attend a pre-construction meeting.

Task 10: Site Visits: Periodic site visits will be performed by Dibble's design team during the course of construction. A maximum of three site visits will be performed.

Task 11: Requests for Information: Dibble will respond to Requests for Information from the Contractor and issue clarifications and/or modifications to the Contract Documents as required to construct the project in accordance with the design and performance criteria established during design.

Task 12: Shop Drawings: Dibble will review shop drawings, product data and other engineering submittals required by the Contract Documents.

Task 13: Work Change Directives: Dibble will prepare Work Change Directives for modifications to the Contract Documents as required to construct the project in accordance with the design and performance criteria established during design.

Task 14: Record Drawings: Dibble will prepare certified record drawings from Contractor redlines. One copy of the record drawings (4 mil mylar) will be provided to the City at the completion of the project.

Task 15: Project Closeout: Dibble will participate in the final walkthrough inspection for substantial completion and, in conjunction with Oridian, develop one punch list. Dibble will submit Record Drawings and applicable test results (pressure tests and bacteriological tests) provided by the Contractor to obtain the Maricopa County Environmental Services Approval of Construction.

Direct Costs

Electrical Engineering

DARcor and Associates, working as a subconsultant to Dibble, will perform electrical engineering design and construction phase services in accordance with the following Scopes:

Design Phase:

This project consists of designing power, control, instrumentation and a supervisory control and data acquisition (SCADA) system for a new domestic water well that will supply water to the existing storage reservoir located at Coldwater Springs. Logic in the existing PLC at Cold Water will have to be modified to control Well 25 along with existing Wells 15 and 16 to fill the reservoirs.

The well pump will not contain a solenoid operated waste valve that will open to purge the initial well discharge as is the typical Avondale well design. Instead, this well will contain a mechanical de-sander that automatically removes the sand as the water flow through it. This proposal includes design for the de-sander controls, which will be integrated in the PLC.

480V, 3-Phase power for the well site will be derived from a new SRP service. DARcor will coordinate with SRP to determine where the new electrical service will be derived.

A flowmeter will be provided on the well pump discharge to monitor and totalize well pump flow.

A remote terminal unit (RTU) will be provided to monitor and control the well site from Coldwater Springs through the City's wide area network (WAN). Status and alarm signals from the well site will be transmitted to the SCADA master located at the Coldwater Springs via microwave radios. The RTU will consist of a PLC, operator interface and Ethernet port for connection to the microwave radio communication system.

The microwave antenna will be mounted on a communication tower located in the site. The communication tower will also contain a video camera and motion sensor for site security. The security system will be designed as a separate set of plans and is included as part of this proposal.

One or two pole mounted area lights will be provided for task lighting near the well pump and the electrical equipment. Site lighting will be controlled by an On-Off-Photocell, three-position selector switch located on the electrical switchgear.

Disinfection at the well site will be done with a tablet chlorinator or an existing ClorTec onsite generation system being relocated from Well 14. When the well pump is started, a sodium hypochlorite metering pump shall be started to inject chlorine solution into the well pump discharge header. A small enclosure will be provided to house the chlorination equipment. We will design power for lights, receptacles and HVAC equipment in the building.

Tasks to be completed

1.1. Discussions and coordination with Dibble as required during design.

1.2. Coordination with the City of Avondale to discuss well site design criteria. The proposal includes a maximum of two (2) meetings at the City for this project.

1.3. Coordination with City for security, access control and microwave communication requirements.

1.4. Prepare electrical load, short circuit and standby generator calculations.

1.5. Design a SCADA system for monitoring the well site from Cold Water Springs.

1.6. Provide written control descriptions for the PLC programming at the well site, Cold Water Spring and modifications to the SCADA PC graphics at Cold Water Springs.

1.7. Prepare one set of construction documents (Plans and Specifications) for bidding and construction. Construction documents may include but not exceed the following:

- P & ID drawings
- Electrical site plan
- Disinfection enclosure electrical plan
- Communication system design
- Security system design (separate set of plans)
- Single line diagram
- Panel schedule
- Conduit and conductor schedule
- Electrical equipment elevations
- Motor and RTU cabinet schematic diagrams
- SCADA Block Diagram
- Electrical details
- Electrical and instrumentation specifications

Construction Phase:

The following construction phase task items will be completed by DARcor.

TASK DESCRIPTION

1. Pre-bid conference and addendum(s)
2. Pre-construction meeting
3. Office engineering/submittal reviews
4. Preparation of special reports
5. Coordination with Dibble on construction matters
6. Direct coordination with the Contractor

7. Review change order requests (one)
8. Responses to Contractor RFI's
9. Preparation of field orders
10. Prepare startup and testing procedures
11. Factory acceptance test
12. Intermediate site observations and reports (max three)
13. Substantial Completion walk-thru and punch list
14. Final inspection/start-up and report (one day)
15. SCADA testing from Coldwater Springs
16. Preparation of record drawings
17. Review O&M Manuals

Utility Potholes

Dibble shall identify underground utilities to be potholed. TBE Group, working as a subconsultant to DIBBLE, shall perform subsurface utility investigation. Results of potholes shall be received and incorporated into the construction plans prior to the 95% submittal. Utility location results shall be sealed by a Professional Land Surveyor and will be provided to the City's Project Manager. Potholing activities shall be subject to traffic control and other regulations and applicable permitting requirements of the jurisdictional authorities. Utility potholing shall be included in this contract as a direct expense allowance item billed based on the number of potholes performed. A total of 4 potholes have been assumed for the basis of estimating the project fee. The City will be billed for the actual number of potholes excavated (not to exceed 4).

Reproduction / Plotting

Reimbursements shall be made by the City for direct costs incurred for printing, document reproduction, plotting, mylars, and any additional work directed by the City not specifically included in this Scope of Work.

E. CITY WILL PROVIDE THE FOLLOWING:

As-built construction plans

Current Avondale Standard Details and Specifications

Standard Plan Sheet Formats

F. EXCLUSIONS:

The following items are specifically excluded from this proposal:

- Design of a new OSHGS for the site if the equipment from Well 14 cannot be utilized at the site.
- Permitting for the new well, except those permits specifically listed. Specific permit exclusions include New Source Approval, Recovery Well Permit, Well Spacing/Well Impact Analysis.
- Design or evaluation of well head treatment systems.

Exhibit B

Scope of Work
Construction Management and Inspection Services

City of Avondale
Well No. 25

Definitions

Owner: City of Avondale, Arizona, hereinafter called the City.
Construction Manager: Oridian Construction Services, LLC
Design Engineer: Dibble Engineering, hereinafter called Engineer

Section I – Pre-Construction Activities

ORIDIAN shall perform the following services:

- Conduct pre-construction conference with the contractors and representatives of the City, utility companies, testing laboratories and others who will be affected by the construction.
- Prepare and distribute minutes of the pre-construction conference.
- Review pre-construction contractor submittals, i.e. list of subcontractors & suppliers, emergency contact list, safety plan, schedule of values, permits.
- Review contractor's master schedule for completion of the work. Make recommendations for modifications, if needed to comply with contract requirements.

Section II – Construction Administration Activities

ORIDIAN shall provide the following services:

- Receive and distribute submittals and RFIs to Engineer. Coordinate approval of concrete mixes and other civil-related materials with the City of Avondale. Maintain a document file tracking system of all contractor submittals and RFIs. Control sheets will monitor the review process and status of submittals and RFIs.
- Maintain files and documentation of all information related to the project including correspondence, inspection reports, test reports, pay applications, progress schedules, meeting minutes, change orders, and job photos.
- Conduct weekly progress meetings (maximum of 6 anticipated) at the job site to review the current schedule and work progress and to facilitate resolution of construction issues. Prepare minutes of the meetings for distribution to the attendees and other affected parties.
- Evaluate contractor requests for extra cost work, coordinate review by Engineer, and make recommendations to the City as appropriate. Oridian will assist the Engineer and City in preparation of change orders and time extensions based on

approved extra work requests, time & materials reports, and other documents received from the contractor.

- Monitor job progress and quantities of work completed. Review contractor's monthly payment applications with the contractor and the City's field representative for approval prior to forwarding to the City for payment.
- Monitor overall progress of the project and review contractor's monthly progress schedule updates. Make recommendations to the contractor and City for schedule recovery if work is not progressing according to the latest approved schedule.
- Review contractor's red-line "as-built" drawings on a monthly basis. Current, up-to-date red-line drawings will be a condition of an approved progress payment each month.

Section III – Construction Inspection Activities

It is understood that the primary (daily) inspection effort for the site work, equipment pads, and discharge piping will be provided by representatives of the City's Engineering Department.

Coordination with utility companies and other outside agencies for power, water, permits, and other project related needs shall be the responsibility of others (Engineer, the contractor and / or the City).

ORIDIAN shall provide the following services:

- Communicate and coordinate with the City's field representatives throughout the course of the project for inspections required, status of the work, and contractor field issues.
- Provide observations and inspections for the City on major equipment installation such as pump motor and de-sander.
- Coordinate and schedule special inspections provided by Dibble Engineering and electrical & controls inspection provided by DARcor & Associates.
- Review materials test reports provided by the contractor's Quality Control representative. Notify the contractor and the City of deficiencies in the work as indicated by the test reports.
- Provide monitoring / witness of equipment operations during start-up and testing period

Section IV – Project Close-Out Activities

ORIDIAN shall provide the following services:

- Provide a Notice of Substantial Completion of the work based upon Oridian, Dibble, and DARcor inspection reports and the City's review and inspections.
- Conduct a pre-final inspection with the City, Engineer, and the contractor and prepare a punch list for the contractor's use prior to the final project walk-through.
- Schedule and conduct a final walk-through with the City, Engineer, and the contractor at the completion of construction. Prepare a letter of Final Completion and Acceptance when appropriate.

- Coordinate the review and approval of contractor's O&M manuals, submittals and warranties through Engineer prior to forwarding to the City.
- Review as-built red lines submitted by the contractor and forward to Engineer for preparation of record drawings.
- Review and approve contractor's final application for payment.

Section V – Additional Services

Oridian's fee proposal on this project may include an allowance for additional services that may be provided to the City, if needed or requested. The allowance will provide for the following work:

- None anticipated at this time.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Fee Estimate]

See following page.

Dibble Engineering Staff Hours By Task

Task	Design Phase Services	Project Manager	QA/AC Manager	Project Engineer	Assistant Engineer	CAD Technician	Survey Manager RLS	Survey Technician LSIT	Survey Technician CAD	2-Man Survey Crew	Admin Assistant	Total
Well Site Improvements												
	DESIGN PHASE SERVICES											
1	Data Collection	2	2	8	8						4	24
2	Design Survey/Base Mapping		2	4	6		8	8	8	30		66
3	Utility Coordination	2		4	8						4	18
4	Blending Plan Preparation	4	2	16	16						4	42
5.1	Preliminary (60%) Design Submittal	4	8	40	60	68					8	188
5.2	Final (95%) Design Submittal	4	4	40	48	48					8	152
5.3	Bid Document (100%) Submittal	8	4	16	24	24					4	80
6	Permitting	2	2	8	8						2	22
7	Bidding Assistance	2	2	8	8	4					2	26
8	Project Management/Coordination & Meetings	24		24	16						8	72
	SUBTOTAL	**52**	**26**	**168**	**202**	**144**	**8**	**8**	**8**	**30**	**44**	**690**
	CONSTRUCTION PHASE SERVICES											
9	Preconstruction Meeting	4		4							2	10
10	Site Visits	4		16	16							36
11	Requests for Information	2	2	8	8	4					2	26
12	Shop Drawings	4		16	32							52
13	Work Change Directives	2		16	8	8					2	36
14	Record Drawings		2	4	16	32					8	62
15	Project Closeout	8		8	4						2	22
	SUBTOTAL	**24**	**4**	**72**	**84**	**44**					**16**	**244**
Total		**76**	**30**	**240**	**286**	**188**	**8**	**8**	**8**	**30**	**60**	**934**

Dibble Engineering Labor Fee By Task

Task	Design Phase Services	Project Manager	QA/AC Manager	Project Engineer	Assistant Engineer	CAD Technician	Survey Manager RLS	Survey Technician LSIT	Survey Technician CAD	2-Man Survey Crew	Admin Assistant	Total
	Personnel Rates (Incl. O.&P.)	$ 125.00	$ 115.00	$ 110.00	$ 85.00	$ 75.00	$ 135.00	$ 85.00	$ 75.00	$ 130.00	$ 45.00	
Well Site Improvements												
	DESIGN PHASE SERVICES											
1	Data Collection	$250	$230	$880	$680						$180	$2,220
2	Design Survey/Base Mapping		$230	$440	$510		$1,080	$680	$600	$3,900		$7,440
3	Utility Coordination	$250		$440	$680						$180	$1,550
4	Blending Plan Preparation	$500	$230	$1,760	$1,360						$180	$4,030
5.1	Preliminary (60%) Design Submittal	$500	$920	$4,400	$5,100	$5,100					$360	$16,380
5.2	Final (95%) Design Submittal	$500	$460	$4,400	$4,080	$3,600					$360	$13,400
5.3	Bid Document (100%) Submittal	$1,000	$460	$1,760	$2,040	$1,800					$180	$7,240
6	Permitting	$250	$230	$880	$680						$90	$2,130
7	Bidding Assistance	$250	$230	$880	$680	$300					$90	$2,430
8	Project Management/Coordination & Meetings	$3,000		$2,640	$1,360						$360	$7,360
	SUBTOTAL	**$6,500**	**$2,990**	**$18,480**	**$17,170**	**$10,800**	**$1,080**	**$680**	**$600**	**$3,900**	**$1,980**	**$64,180**
	CONSTRUCTION PHASE SERVICES											
9	Preconstruction Meeting	$500		$440							$90	$1,030
10	Site Visits	$500		$1,760	$1,360							$3,620
11	Requests for Information	$250	$230	$880	$680	$300					$90	$2,430
12	Shop Drawings	$500		$1,760	$2,720							$4,980
13	Work Change Directives	$250		$1,760	$680	$600					$90	$3,380
14	Record Drawings		$230	$440	$1,360	$2,400					$360	$4,790
15	Project Closeout	$1,000		$880	$340						$90	$2,310
	SUBTOTAL	**$3,000**	**$460**	**$7,920**	**$7,140**	**$3,300**					**$720**	**$22,540**
Total		$9,500	$3,450	$26,400	$24,310	$14,100	$1,080	$680	$600	$3,900	$2,700	$86,720

Dibble Engineering Direct Costs and Fee Summary

DIRECT COSTS				
Item	**Unit**	**Cost/Unit**	**Qty**	**Total**
Well Site Improvements				
Electrical Engineering Design (DARcor)	Lump Sum	$ 17,500	1	$ 17,500
Electrical Engineering Construction (DARcor)	Lump Sum	$ 18,100	1	$ 18,100
Construction Management (Oridian)	Lump Sum	$ 19,850	1	$ 19,850
Utility Potholes (Allowance)	Each	$ 750	4	$ 3,000
MCESD Permit Fees (Expedited)	Lump Sum	$ 2,850	1	$ 2,850
Reproduction/Plotting/Mylars	Set	$ 80	24	$ 1,920
TOTAL, Direct Costs				**$ 63,220**

SUMMARY	
Well Site Improvements	
Design Phase Labor	$64,180
Construction Phase Labor	$22,540
Direct Costs	$63,220
Contract Total	**$149,940**

DEVELOPMENT SERVICES

SUBJECT:
Time Extension for Avondale Marketplace PAD zoning (ZE-08-1)

MEETING DATE:
February 4, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

REQUEST: Extend the period allowed for commencement of development within the Avondale Marketplace PAD for one additional year, until March 20, 2009.

PARCEL SIZE: Approximately 54.53 Acres

LOCATION: Northwest corner of McDowell Road and Avondale Boulevard (Exhibit A).

APPLICANT: Mr. Kevin Kerpin, RKAA, Inc

OWNER: Mr. Blake Carrol, Troast Properties

BACKGROUND:

The subject property was annexed on February 21, 2006 and subsequently rezoned from AG (Agricultural) to PAD (Planned Area Development) on March 20, 2006 (Exhibits B, C & D).

The approved PAD development plan (Exhibit E) allows for a mixed-use commercial development to include retail, office, residential and mini-storage uses. The General Plan and Freeway Coridor Specific Plan land use designations for this property are mixed-use. The previously approved PAD remains consistent with these General Plan and Freeway Corridor Specific Plan designations.

The applicant submitted a master site plan application on March 30, 2007. The master site plan application is currently under review and is tentatively scheduled to be presented to the Planning Commision in February.

ANALYSIS:

The Zoning Ordinance states that in order for a PAD rezoning to remain valid, development must commence within two (2) years of approval. If development does not commence within 2 years of zoning approval, the City Council may initiate the process to revert the property to its former designation or, at the request of the applicant, grant a one-year time extension.

The applicant is requesting the time extension because the master site plan has not been approved yet (Exhibit G). The master site plan is presently under review by staff.

As the Avondale Marketplace PAD still meets the objectives of the City for this area, staff supports this request for a one year time extension for the Avondale Marketplace PAD to give the property owner an opportunity to complete the site plan approval process.

If this request is approved, the applicant will have until March 20, 2009 to receive master site plan approval and commence development on the site. If this has not happened by that date, the Avondale Marketplace PAD will

become null and void (AZO 607.B) and City Council may decide to take action to revert the zoning of the subject property to AG (Agricultural).

RECOMMENDATION:

Staff recommends that City Council **GRANT** the time extension for one year.

PROPOSED MOTION:

I move that the City Council **GRANT** a time extension for Case ZE-08-1.

ATTACHMENTS:

Click to download

- ZE-08-1 Exhibits

PROJECT MANAGER:

John Vater, Planner (623) 333-4014

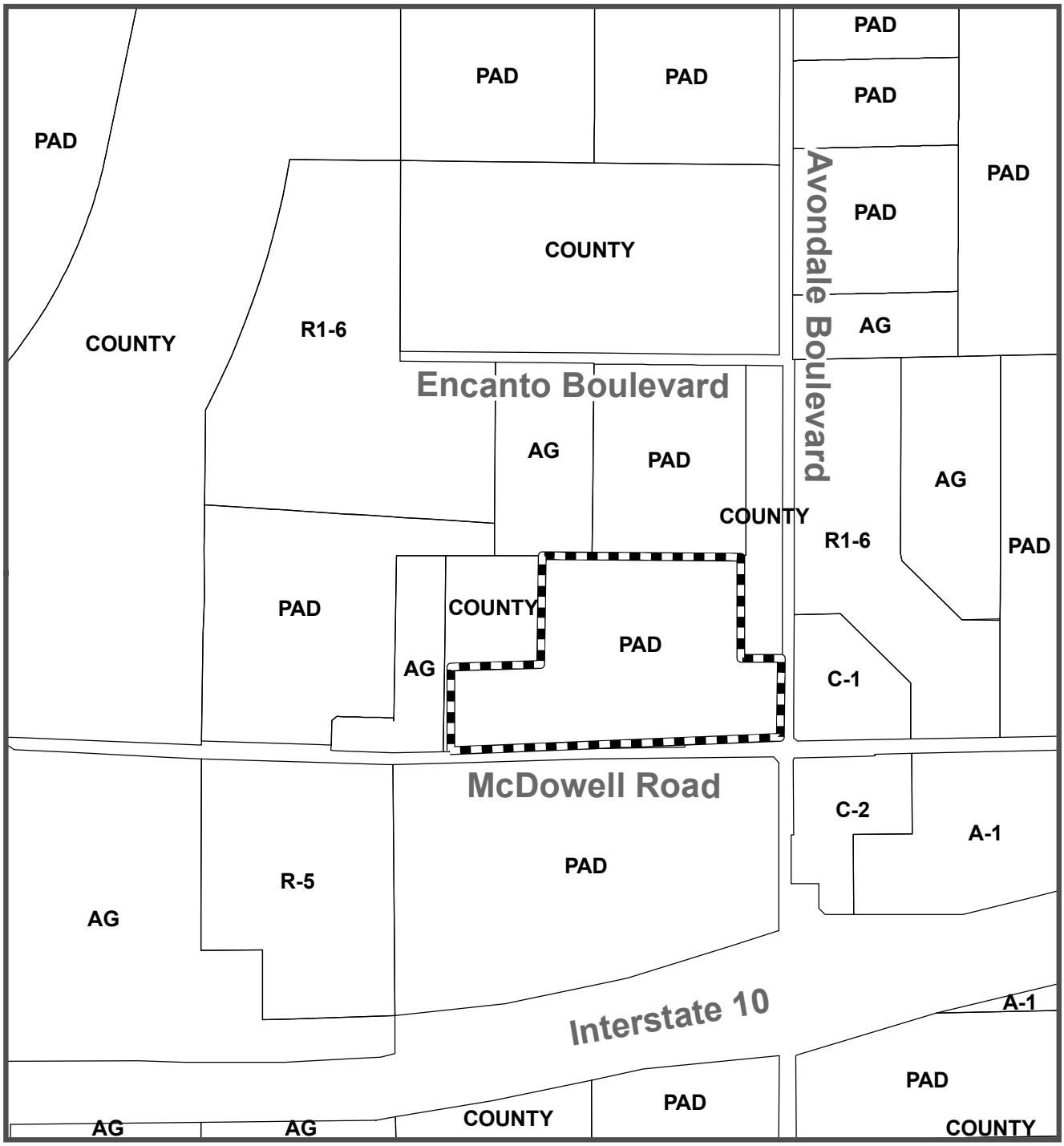
Exhibit A

Aerial Photo 2007

Avondale

Subject Site

Exhibit B



Case ZE-08-1

Avondale

Subject Site

Exhibit C

Minutes of the regular meeting held March 20, 2006 at 7:00 p.m. in the Council Chambers.

MEMBERS PRESENT

Mayor Rogers and Council Members

Chuck Wolf, Vice Mayor
Betty Lynch
Jim Buster
Jason Earp
Frank Scott
Ken Weise

ALSO PRESENT

Charlie McClendon, City Manager
Andrew McGuire, City Attorney
Paul Adams, Fire Chief
Jeffrey Fairman, CEcD, Economic Development Director
Dean Svoboda, Planning and Building Services Director
Dan Davis, Community Recreation Services Director
Stephanie Prybyl, Intergovernmental Affairs Manager
Linda Farris, City Clerk

8) PUBLIC HEARING – ORDINANCE 1174-306 – AVONDALE MARKET PLACE PAD – Z-04-12

A public hearing and adoption of Ordinance 1174-306 rezoning from AG (Agricultural) to PAD (Planned Area Development) 54.53 acres located at the northwest corner of Avondale Boulevard and McDowell Road.

Dean Svoboda, Planning and Building Services Director, stated the property is irregularly shaped, with PAD zoning on the north and county jurisdiction on the west and east ends of the property. He said the area to the east, across Avondale Boulevard, has bee designated on the northeast corner for neighborhood commercial type uses and on the southeast corner for community commercial uses and industrial park. He noted the PAD south of McDowell Road also allows community level commercial uses. He stated the site is bordered on the west by an electrical substation and a couple exception parcels are located in the northeast corner adjacent to Avondale Boulevard, noting the development plan takes both of those conditions into consideration. He said the city's General Plan was recently amended by the Council to mixed use commercial to allow flexibility on the site to account for some of its unique contextual relationships to the substation and residential area to the north. He pointed out the General Plan on the north side of McDowell Road indicates a preference for neighborhood commercial uses rather than freeway commercial uses seen on the south side of McDowell and along Avondale Boulevard. He said the proposed plan calls for three sub-areas, a 13.3 acre area at the east end for office and mini-storage use, 16 acres that front on to Palm Lane for residential, and just over 26 acres on the corner of Avondale Boulevard and McDowell Road for commercial and office. He noted the applicant intends to make improvements to Avondale Boulevard and McDowell Road during the first phase of development. He said a number of access points have been

provided and staff believes an overall circulation plan should be submitted with the first master site plan. He stated, while the circulation plan shows internal connections between the office area and commercial office area, staff believes it should also show an internal connection for the mini-storage and office area. He said there is also a need for secondary emergency access from the mini-storage area to the office commercial area. He pointed out a cross connection is not anticipated between the residential and commercial areas to prevent the mixing of commercial and residential traffic. He said, however, the stipulations provide for pedestrian circulation between the residential area and commercial property. He stated the applicant will be responsible for its proportionate share of a traffic signal at McDowell Road and Avondale Boulevard and up to 25 percent of the cost of a signal at Avondale Boulevard and Palm Lane if one is warranted.

Mr. Svoboda explained the commercial area is a combination of Commercial Office, C-2 and C-1 uses which have been tailored to meet the needs of the area and ensure compatibility. He stated the sale of new merchandise in stores measuring up to 100,000 square feet is permitted, as are personal services, medical office, banks, full service restaurants, veterinary offices, video and CD rental, auto leasing subject to conditions, mini-storage only on Parcel 3, health and fitness centers with a maximum floor area of 3,000 square feet, laundry and dry cleaning facilities subject to conditions, and drive-thru restaurants and banks subject to conditions. He said Conditional Use Permits would be required for child care facilities, larger health and exercise centers, big box users with a gross floor area over 100,000 square feet, indoor commercial entertainment, auto supply stores, business and technical schools, churches and general schools and educational institutions. He stated prohibited uses include a wide range of auto related repair, auto sales, car washes, gas stations, convenience stores, hotels and motels, self service laundries, various liquor establishments, and office warehouses. He said the design standards reflect the Freeway Corridor Specific Plan as it relates to setbacks and the boulevard concept for McDowell Road and Avondale Boulevard where the specific plan does not necessarily require it at that location. He stated a number of design guidelines are included in the PAD with the intent being to set minimums regarding the architectural character and quality and the design of the buildings. He noted, however, colors and materials will be determined at the time of master site plan review and approval. He said a sign package is also included in the proposal, calling for monument signs to accommodate the mini-storage and office parcel and three separate freestanding signs for the retail and commercial area.

Mr. Svoboda stated the residential area will accommodate either attached or detached single family houses, with a maximum density of 8.5 units per acre. He said the concept discussed to date has been similar to some of the rear-loaded single family units with private access drives to the rear; however, the actual layout and density will be determined with the Preliminary Plat. He said development standards for the residential are included in the PAD and are designed to reflect a unique rather than traditional single family product. He stated two buffers will be provided in the single family area, a 100-foot wide open space adjacent to the substation and a 50-foot landscape buffer from Palm Lane.

Mr. Svoboda said staff believes the PAD meets the requirements of the General Plan and Freeway Corridor Specific Plan as well as the requirements for PAD zoning, and will result in quality and compatible development. He stated the Planning Commission recommended approval on February 16, subject to 29 stipulations. He said staff recommends approval subject to the same stipulations except for the slightly modified language for Stipulation 29 and two additional stipulations to address Conditional Use Permit requirements and the establishment of a master theme for the project. He noted he and the applicant's representative had a discussion just before the meeting and staff is now recommending an additional stipulation which will amend the ordinance before the Council. He explained the stipulation will read, "The Preliminary Plat for the residential area may be submitted concurrent with the first master site plan for the office commercial area."

Mayor Rogers opened the public hearing on Case No. Z-04-12.

Council Member Lynch expressed concern that they will end up with a row of signs along McDowell Road. Mr. Svoboda explained there will be one monument sign allowed for the mini-storage, one for the adjacent office development on Parcel 4, and three signs allowed for Parcel 2, one of which would be on Avondale Boulevard. He stated, given the length of the property, staff believes the number of signs will not be excessive.

Council Member Lynch asked if the two acres owned by SunCor located against the substation are included in the PAD. Mr. Svoboda said all of the property adjacent to the street alignment is somewhat problematic, explaining, although designated in the General Plan for single family development, the property is impacted by easements from the substation. He confirmed the property is not part of the subject project.

Council Member Lynch asked about the size of the single family residences. Mr. Svoboda said the size of those units has not yet been finalized. Philippe Zubia, applicant's representative, stated the buyer who had the property in escrow at the time had intended for all of the units to be a minimum of three bedrooms. Council Member Lynch asked if they envision work force housing. Mr. Zubia asked wht that term meant. Council Member Lynch explained and Mr. Zubia responded no, stating he would characterize it as move-up housing. Council Member Lynch asked about the price range. Mr. Zubia said their initial starting price was about $200,000 to $250,000.

Council Member Lynch said she has mixed emotions about the lack of vehicular access between the residential and commercial uses, stating families in the residential area will have to go all the way around the block to access the center. Mr. Zubia said residents would be able to access the site on foot through a gated entry. Council Member Lynch stated that could be difficult for a mother with several children and multiple shopping bags.

Council Member Weise expressed concern that investors will purchase the residences, stating the best way to attack the problem is for the developer to include a stipulation in the CC&Rs limiting

the number of rental properties allowed in the development. He asked Mr. Zubia if the applicant would be willing to put such a stipulation in the CC&Rs. Mr. Zubia responded not at this time since they do not have a user with a finalized product yet. He offered to restrict the developer from selling more than one unit to a family, stating that would keep the property from becoming investor driven. He pointed out homebuilders typically limit investment purchases on their own. Council Member Weise asked if the applicant would agree to a stipulation requiring the homebuilder to take steps to limit investment purchases. He explained his concern is that people who have no investment in the community will purchase the properties and rent them out without concern about negative impacts to the surrounding neighborhood. Mr. Zubia said some homebuilders self regulate not only to protect themselves, but the community as well. He stated they are certainly willing to discuss the issue further and are open to adding a stipulation regulating rental properties.

Council Member Buster asked if the mini-storage facility fronts onto McDowell. Mr. Zubia responded yes; noting, however, there will be minimal frontage with the majority of the units backing onto the substation area.

Vice Mayor Wolf asked if they can discuss Council Member Weise's concern regarding rental properties at the site plan approval stage. Mr. Svoboda stated staff typically gives a cursory review of the CC&Rs at the preliminary and final plat stages. He agreed that might be a more appropriate time to address the issue since the developer may be known by then. Vice Mayor Wolf stated, while he supports a homeowner's right to rent their properties out in the future if they so choose, he agrees they need to initially control the number of investment buyers. Mr. Svoboda said there is very little the city can do in terms of zoning to address the issue, but they can work with private homebuilders and developers to encourage them to place restrictions in their CC&Rs with the understanding that the city has no power to enforce CC&Rs.

Mayor Rogers closed the public hearing on this item.

Andrew McGuire, City Attorney, read Ordinance 1174-306 by title only. Vice Mayor Wolf moved to approve the ordinance subject to an amendment adding Stipulation 32. Council Member Lynch seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Scott	Aye
Council Member Buster	Aye
Mayor Rogers	Aye
Vice Mayor Wolf	Aye
Council Member Lynch	Aye
Council Member Weise	Aye

Motion carried unanimously.

ORDINANCE NO. 1165-106

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF VAN BUREN STREET AND 103RD AVENUE AS SHOWN IN FILENAME A-03-622, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment 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, December 15, 2005, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on January 17, 2006.

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

SECTION 1. That ± 80 acres of certain real property generally located at the northwest corner of Van Buren Street and 103rd Avenue as shown in filename A-03-622 (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 conditions:

1. Development shall be in conformance with the Three Rivers Commerce Center General Development Plan date stamped December 5, 2005 except as modified by these stipulations.

2. In accordance with Section 607.A of the Zoning Ordinance, development of the first development unit shall commence within two (2) years of the date upon which the PAD zoning is approved.

3. Access to all parcels shall be provided by interior local streets only as determined at the time of master site plan approval. No parcels or individual lots shall be allowed direct access to Roosevelt Street, Van Buren Street, 103rd Avenue, or 105th Avenue.

4. Perimeter walls shall be installed adjacent to all streets. The design of all perimeter walls shall match Exhibit I. All interior screen walls shall match the architecture of the building.

5. All signage shall comply with the City of Avondale Sign Ordinance with the following exceptions:
    a. Entry monuments that identify the commerce park shall be permitted per the General Development Plan and Program and these stipulations.
    b. Each parcel shall have no more than one freestanding sign. The location of the signs shall be limited to the interior street.
    c. The provisions of Section 909.C.6 concerning a freeway pylon sign shall not apply.
    d. Sign fields for all wall signs shall be determined at time of final site plan approval. In addition, the sign cannot exceed 80% of the length or 70% of the height of the sign field.
    e. Exposed raceways shall not be permitted.
    f. Commerce park identification signs shall be provided at the intersections of all streets and the entrances into the park as determined at time of master site plan approval.

6. Automobile related uses shall only be permitted as part of a master planned automobile center with a maximum size of ten aces adjacent to Roosevelt Street.

7. All vehicle sales and leasing type uses shall be prohibited.

8. Prior to division of the property, a property owner's association shall be formed and funded for the maintenance of perimeter walls, landscaping, common open space areas, and center monument signage. A property owner's association will be formed with covenants, conditions and restrictions (CC&Rs) outlining responsibilities for maintenance of common tracts and regulations for consistency and maintenance of the project, including but not limited to landscaping, screen walls and individual signage prior to issuance of a building permit on any portion of Parcels A or B.

9. The landscaping for 103rd Avenue shall include the street tree theme.

10. Pedestrian refuge areas with a minimum of 100 square feet shall be provided for each individual lot. Each pedestrian refuge area shall include seating, landscaping and shade.

11. The developer shall provide a traffic study at the time of master site plan approval. The study shall include analysis for future traffic signals.

12. The developer shall be responsible for their proportionate share of the cost of the design and construction of any traffic signals as determined at the time of master site plan approval.

13. Street improvements shall be required as follows as determined by the City Engineer:

Street	Right-of-way Required	Street Improvements
Van Buren Street	65' half street	3.5 travel lanes, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.
103rd Avenue	40' half street	1.5 travel lanes, curb and gutter, attached sidewalks, street lights and landscaping
Roosevelt Street	35' half street	1.5 travel lanes, curb and gutter, detached sidewalks, street lights and landscaping.
105th Avenue	40' half street	1.5 travel lanes, bike lane, curb and gutter, attached sidewalks, street lights and landscaping
Pierce Street	80' full street	2 travel lanes, median, curb and gutter, attached sidewalks, street lights and landscaping
Internal Local Streets	60' full street	1 travel lane, curb and gutter, detached sidewalks, street lights and landscaping.

14. Street improvements adjacent to Parcel A shall include the full length of the south half of Roosevelt Street, the full length of the east half of 105th Avenue, the full length of the west half of 103rd Avenue and the full width of Pierce Street. The improvements for all street segments adjacent to Parcel A shall include pavement, curb and gutter and streetlights. Landscaping and sidewalks shall be installed as determined at time of master site plan approval.

15. Street improvements adjacent to Parcel B shall include the full length of the north half of Van Buren Street, the full length of the east half of 105th Avenue, the full length of the west half of 103rd Avenue and the full width of Pierce Street. The improvements for all street segments adjacent to Parcel A shall include pavement, curb and gutter and streetlights. Landscaping and sidewalks shall be installed as determined at time of master site plan approval.

16. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to division of the property.

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.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 17, 2006.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

623382.2

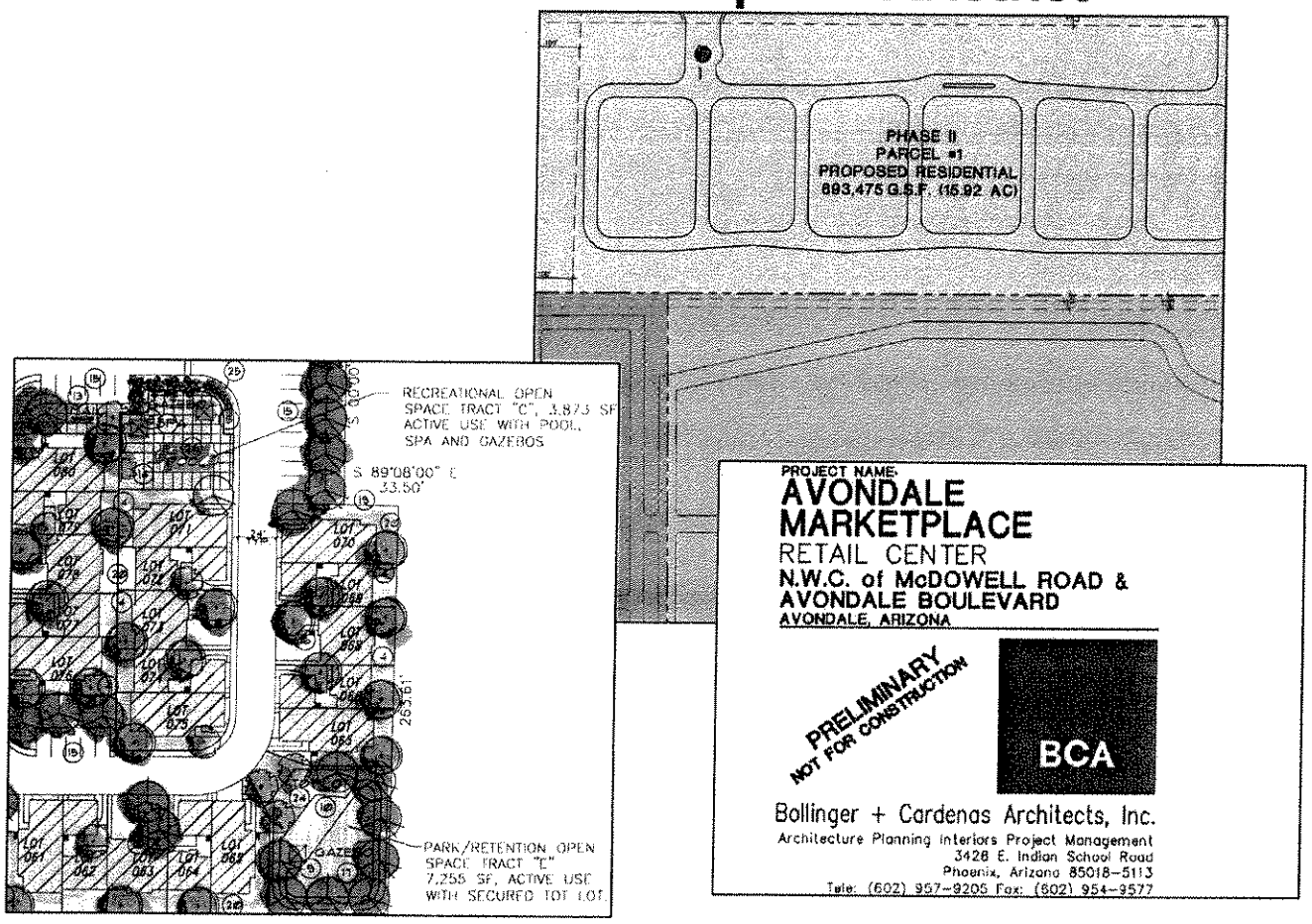
Exhibit D

Avondale Marketplace

Avondale, AZ

NWC Avondale Boulevard and McDowell Road

Planned Area Development District



February 9, 2006

Prepared by:
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CITY OF AVONDALE
PLANNING AND
FEB 10 2006
BUILDING SERVICES
DEPARTMENT

Z04-12

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TABLE OF CONTENTS

Planned Area Development District — Page

Introduction
- Project Team 3
- Location 4
- Existing and Proposed Zoning 4
- Surrounding Land Uses, Zoning and Existing Conditions 4

Conformance with Plans
- Consistency with the General Plan and Specific Plan 5
- Boulevard Streetscape 6

Project Description
- Overall Description 7
- Data Table 7
- Master Site Plan Approval 7
- Flood Zone Determination 7

Proposed Land Use Development Map
- Proposed Land Use Development Plan 8
- Traffic Analysis (under separate cover) 8
- Project Phasing 8

Commercial and Office Sub-areas Criteria 9
- Allowed Uses
- Development Standards
- Architectural Design Criteria
- Site Design Criteria
- Landscaping, Pedestrian Open Space and Amenities Criteria
- Infrastructure
- Miscellaneous Criteria
- Sign Criteria

Residential Sub-area Criteria 21
- Allowed Uses
- Development Standards

Residential Design Criteria ..... Exhibit F
- Architectural Design Criteria
- Site Design Criteria
- Landscaping, Pedestrian Open Space and Amenities Criteria
- Infrastructure

APPENDIX

Exhibit A – Vicinity Map 23
Exhibit B – Photo Location Map 24
Exhibit C – Legal Description 25
Exhibit D – Aerial Photograph/Surrounding Zoning Map 26
Exhibit E – Proposed Land Use Development/Phasing Schedule Map 27
Exhibit F – Residential Narrative Description and Design Criteria 28

Project Team

Location: NWC Avondale Boulevard & McDowell Road	**Acres:** 54.53 Gross acres; 51.42 net acres
Submitted to: City of Avondale Connie Randall 11465 West Civic Center Drive Avondale, Arizona 85323 623-478-3333 623-478-3824 FAX Email: Crandall@avondale.org	**Prepared for Developer:** Patrick Properties P.O. Box 14136 Scottsdale, Arizona 85267 480-905-9190 480-905-9180 FAX Contact: Michelle Sivertson Email: michelle@patrickproperty.com
Owner: RayRoad, LLC P.O. Box 14136 Scottsdale, Arizona 85267 480-905-9190 480-905-9180 FAX Contact: Lewis E. Patrick michelle@patrickproperty.com	**Applicant:** Beus Gilbert PLLC 4800 North Scottsdale Road Suite 6000 Scottsdale, Arizona 85251 480-429-3002 480-429-3100 FAX Contact: Paul E. Gilbert, Esq. Email: fezubia@beusgilbert.com
Architect: Bollinger & Cardenas Architects, Inc. 3428 E. Indian School Road Phoenix, AZ 85018 (602) 957-9205 (602) 954-9577 FAX Contact: Boris Gaedtke Email: bgaedtke@bcaarch.com	**Project Engineer:** DRW Engineering, Inc. 10320 W. McDowell Road, Suite K1136 Avondale, AZ 85323 623-478-8800 623-478-8841 FAX Contact: Debbie Rowe Email: drowe@drwengineering.com
Residential Development: Developer: Greenlight Realty Contact: Ryan Harris Architect: Sherbondy Art & Architecture 5118 N. 9th Avenue Phoenix, AZ 85013 (602) 246-2002 (602) 242-2264 FAX Contact: Don Sherbondy Email: designstudio@cox.net	**Traffic Engineer:** Kirkham - Michael 9201 N. 25th Avenue # 150 Phoenix, AZ 85021 602-328-6592 602-944-6592 FAX Contact: Ashish Egrawal Email: aagrawal@kirkham.com
Landscape Architect: TBD	**Submitted:** March 30, 2005 August 8, 2005 December 02, 2005 February 9, 2006

Property Description

Location, Boundaries and Size

The proposed development is located at the NWC of Avondale Boulevard and McDowell Road. The property is bounded on the south by McDowell Road, on the east by Avondale Boulevard, on the north by Palm Lane and on the west to northwest by the SRP electrical substation. A Vicinity map is provided as Exhibit A and a Photo Location map is provided as Exhibit B. The project encompasses approximately 54.53 gross acres. A Legal Description is provided as Exhibit C.

The subject site is not annexed. However, A request for annexation of the subject property is pending with the City of Avondale. The request for annexation will be heard by the Council prior to the request for rezoning.

Existing and Proposed Zoning

The Property is currently vacant and is zoned Rural-43 under Maricopa County jurisdiction. The purpose of this request is to rezone the property from its current designation to allow for a Mixed-Use Planned Area Development District (PADD). This would allow for a mixed development that would accommodate neighborhood retail, residential and office uses.

Surrounding Land Uses, Zoning and Existing Conditions

To further assist in reviewing this proposal, an Aerial and Surrounding Zoning Map is provided as Exhibit D. This Exhibit illustrates the existing conditions on-site and the surrounding development.

North: The property, Palm Gardens, is developed as single-family residential homes with a PADD zoning designation. The typical lot size in this development is 6,000 square feet (55' x 110').

South: The property to the south is zoned PADD. Although most of the property south of the subject site is currently vacant, a portion of this property has been developed as multi-family residential.

East: To the east is zoned C-1 and R1-6, known as Donatela. The C-1 is currently vacant and the R1-6 is under construction with a typical lot size of 7,300 square feet (63' x 116'). At the northeast corner of the subject property, there are 3 parcels zoned Rural-43. These parcels will remain under County jurisdiction.

West: The property to the west is zoned Rural-43. This property is developed as an SRP electrical substation. Approximately 580' east of the west property, a 30' SRP electrical easement traverses Parcels 3 and 4. No structures are proposed or allowed by SRP within this easement.

Conformance with Plans

Consistency with the City Initiated General Plan Amendment

Mayor and City Council recently approved the City initiated General Plan amendment for the property from Commercial to Mixed-Use. Referring to the General Plan, the following definition of the Mixed Use Land Use designation is provided:

> ***Mixed Use**: This use provides for a mix of high intensity uses with a retail commercial emphasis. This designation may include a maximum of 45% residential use. Mixed uses may include neighborhood and community retail, residential, hotel/motel, and employment.*

Specifically, the General Plan sets forth the objective to "encourage mixed-use development that provides nearby "captive" markets for retail uses." In order to continue to participate in these economic development efforts, the General Plan further states, that new retail developments should be strategically located near potential markets within the City. This proposed development meets this objective and satisfies these policies.

As indicated above, this development will increase the City's sales tax revenues by providing employment and retail services to both residents and visitors. This development will also provide a residential element, which will allow for a truly mixed-use development where individuals can live, work and shop.

The proposed development further meets the City's policy to encourage mixed-use development that provides nearby "captive" markets for retail uses. The proposed development will accommodate neighborhood retail, office, residential, and business park uses. Therefore, it is indeed classified as a mixed development. Furthermore, the proposed development is strategically located at the corner of two arterial streets.

Consistency with the Freeway Corridor Specific Plan (the "Plan")

The subject property is also located within the boundaries of the City's Freeway Corridor Specific Plan. The General Plan indicates that the goal for this area is to provide employment opportunities for the City's residents as well as to contribute to the City's economy and to provide services to the residents and businesses. The proposed development accomplishes these goals.

The Corridor is viewed both as a place for employment and for residence. Because of its accessibility to other metropolitan area activity centers via Interstate 10 ("I-10"), this vicinity is being planned for maximum orderly capacities in terms of the jobs it may accommodate and the people it may house.

The proposed development meets the Plan's goal and objective to encourage the full spectrum of regional and community services, employment opportunities, and residential uses to establish a "destination" location where people can live in close proximity to their work. Urban design standards and concepts established by the Plan will serve to make the Corridor a distinctive experience and setting.

The Avondale Freeway Corridor, throughout this Specific Plan, has been referred to as an area that is appropriate for mixed land use development and the proposed development will serve to accomplish this objective.

Over time, the Freeway Corridor area is expected to function as the economic heart of the City of Avondale. The proposed development helps to achieve this goal by providing office uses, residential uses, retail shopping uses and entertainment as set forth in the Plan.

Boulevard Streetscape

One of the objectives of the Freeway Corridor Plan is, in part, "to establish a distinctive image to the Corridor and the City of Avondale". To carry out this objective, the proposed development will provide increased right-of-way landscaping improvements as required by the City. The Southern Live Oak shall anchor the Boulevard theme.

The "Boulevard" streetscape concept will be comprised of consistent and repetitive use of the Southern Live Oak and complementary landscape materials. Pedestrian circulation will also be upgraded by providing wide, shaded sidewalks separated from the street by landscaping and by specially paved pedestrian street crossing. The Boulevard elements will be designed to enhance pedestrian circulation as well as comfort to promote a "pedestrian-friendly" environment. Increase right-of-way landscaping to accomplish the boulevard theme will be provided as required by the City.

Project Description

Overall Description

The purpose of this request is to rezone the property from its current designation to allow for a mixed-use Commercial Planned Area Development District (PADD). This would allow for a mixed development that would accommodate neighborhood retail, residential and office. This proposal is in conformance with the City's proposed General Plan amendment. Avondale Marketplace is located within the boundaries of the City's Freeway Corridor Specific Plan and it is compatible and in conformance with it as well.

Data Table

	Gross Acres	Right-of-Way	Net Acres
Acreage	54.53	2.11	51.42

Master Site Plan and Site Plan Review

A Master Site Plan for the Commercial/Office development shall be processed and approved by Council following zoning approval. Master Site Plans shall encompass a minimum of 10 acres. Thereafter, each individual Commercial/Office site may process an individual site plan for administrative review and approval.

Flood Zone Determination

The subject property is located within flood zone "X", based on FIRM maps numbers 04013C2085F and 04013C2080H.

Proposed Land Use Development Map

Proposed Land Use Development Map

The developer plans to incorporate major retail anchors, ranging from 30,000 to 100,000 square feet, with several additional retail shops and pads. Major retail anchors in excess of 100,000 square feet are permitted with a Conditional Use Permit. As a mixed-use development, Avondale Marketplace also includes a high-end attached single-family residential component. A copy of the Proposed Land Use Development Map is provided as Exhibit E.

Traffic Analysis

A Traffic Analysis for Avondale Marketplace has been provided with this submittal. As requested by staff, the Traffic Analysis utilizes the City of Avondale traffic counts.

Project Phasing

The project-phasing schedule is not definite however, immediately following Council approval it is our intent to proceed with one or two master site plan approvals for all the Commercial/Office parcels. Master site plans for the Commercial/Office Parcels shall be a minimum of 10 acres. The preliminary plat for the single-family residential will follow the first Commercial/Office site plan.

PHASING SCHEDULE				
Phase	Parcel #	Use	Master Site Plan	Building Plans
I	3 and 4	Commercial/Office	Spring 2006	Spring 2006
I	2, 3 and 4	Perimeter Streets	Spring 2006	Spring 2006
II	1	Residential	Summer 2006	Summer 2006
III	2	Commercial/Office	Spring 2006	Fall 2006

The associated off-site infrastructure in McDowell and Avondale Boulevard adjacent to the PAD will be installed as part of Phase I.

Commercial and Office Sub-Area Criteria

Allowed Uses

Referring to Exhibit E, Parcels 2, 3 and 4 constitute the Commercial Office sub-area. This area will allow various commercial and office land uses listed below provided all uses are indoor and within enclosed buildings and no single-user shall be in excess of 100,000 square feet of gross floor area.

Principally Permitted Uses – The following uses are authorized:

1. Retail sales of new merchandise within enclosed buildings;
2. Personal services:
   a. Barber shops, nail salons, beauty salons, tanning salons;
   b. Day Spa (which provides a variety of personal services such as hair styling, manicures and pedicures, makeup, facials, tanning, massage, and other related services) excluding Sexually Oriented Businesses and tattoo parlors;
3. Medical, dental, or health offices;
4. Child care center;
5. Music or dance schools;
6. Banks and financial institutions;
7. Full service restaurants, delis, coffee shops, and similar eating establishments;
8. Alterations, Tailoring;
9. Professional and administrative offices;
10. Employment agencies excluding day labor centers;
11. Veterinary hospital, office, and clinic, excluding animal boarding;
12. Schools and educational institutions;
13. Video and or music CD/DVD rental or sale.

Permitted Uses subject to Conditions – The following uses are allowed subject to the listed conditions:

1. Auto leasing:
   a. Not more than 10 vehicles stored on site;
   b. Lease vehicles shall be stored to the rear of the main anchor buildings;
2. Mini-Storage:
   a. Only located on parcel 3;
   b. No outdoor or vehicle storage;
3. Health and exercise centers:
   a. Maximum usable square footage of 3,000 square feet.
4. Laundry, cleaning, and dry cleaning establishments, limited as follows:

a. Maximum of one thousand (1,000) square feet of floor area to be occupied by or devoted to machinery to be used for laundry, cleaning, dyeing, and finishing work;
b. Retail service to individual customers only and no wholesaling of any commodity or service shall be permitted.

5. Drive-Thru facilities:
   a. Pick-up window shall be incorporated into the primary building through the use of a canopy;
   b. Pick-up window shall not face Avondale Blvd. or McDowell Rd.;
   c. All drive-thru facilities shall be reviewed and approved concurrent with the master site plan;
   d. A minimum of 75 feet of vehicle stacking measured from the menu board shall be provided;

Permitted Uses, subject to a Conditional Use Permit – The following uses may be allowed subject to Section 108, Conditional Use Permits, of the Avondale Zoning Ordinance:

1. Health and exercise centers greater than 3,000 square feet of usable floor area;
2. Any single retail use that is greater than one-hundred thousand (100,000) square feet of gross floor area;
3. Indoor Commercial/Entertainment such as Ice Skating, Roller Skating, Batting Cage, Bowling Alley, and Driving Range;
4. Automotive Supply Store, indoor.
5. Churches or similar places of worship;
6. Technical School or business school.

Accessory Uses – The following uses are allowed as accessory uses directly related to an approved use:

1. Outdoor Dining
2. ATM (Automated Teller Machine)
3. Accessory buildings, structures and uses customarily incidental to an approved use

Prohibited Uses – The following uses are prohibited:

1. Auto diagnostic, lube and tune, auto service, auto repair, auto body, or any other similar automotive use;
2. Sexually Oriented Businesses;
3. Bar, tavern, cocktail lounge, excluding restaurants, delis, or cafés;
4. Automatic, full service, or self service carwashes;
5. Car sales, new or used;
6. Day labor hiring center;
7. Gas service station;

8. Hotel or motel;
9. Self service Laundromat;
10. Liquor stores;
11. Office warehouse;
12. Outdoor display, except through a Temporary Use Permit and outdoor uses, excluding outdoor dining;
13. Shooting ranges;
14. Any use not expressly permitted herein.

Development Standards

Development standards for the Commercial/Office development are provided below.

Standard	Commercial/Office Parcels
Minimum Lot Width	None
Minimum Lot Depth	None
Maximum Lot Coverage	None
[+]Maximum Height	30'
McDowell Road Setback to Building/Parking	30'/40'
Avondale Boulevard Setback to Building/Parking	25'/25'
Interior Setback	None
Building Setback from a Residential Use	25'
Minimum Side Yard Setback – Building	0'
Minimum Rear Yard Setback	0'

Lighting

Exterior lighting shall be consistent throughout the project area and shall comply with the City of Avondale Outdoor Lighting Ordinance. All lighting shall be fully shielded, directed down, and have a maximum 1-foot candle at the property line. A photometric plan shall be provided with the Master Site Plan application. Additionally, the following standards shall apply:

[+] Maximum height may be exceeded by not more than 5' for parapet. Additionally, architectural embellishments may project up to 40' not used for human occupancy.

- Accent lighting of selected architectural, landscape and/or hardscape features will be allowed and is encouraged. Said lights shall be fully shielded.
- Exterior site lighting fixtures will be located and oriented to focus light inward from the residential parcel, Avondale Boulevard and McDowell Road.
- All primary light fixtures shall be metal halide
- The design of lighting fixtures and their structural support shall be of a scale and architectural design compatible with on-site buildings.
- Fixtures that illuminate large areas from a single source are prohibited.
- Pedestrian scale lighting features shall be provided in areas designed for pedestrian activities such as plazas, courtyards, pathways and seating areas, but excluding parking only areas. Such pedestrian lighting fixtures will complement the general architectural style of the development.
- The use of decorative wall-mounted sconces or light fixtures is encouraged.
- Exterior building lighting for egress and/or security will be located and oriented to focus light downward over egress and delivery doors.
- Bases for pole-mounted lighting shall be concrete and shall be integrally colored to match the shopping center.

Screening

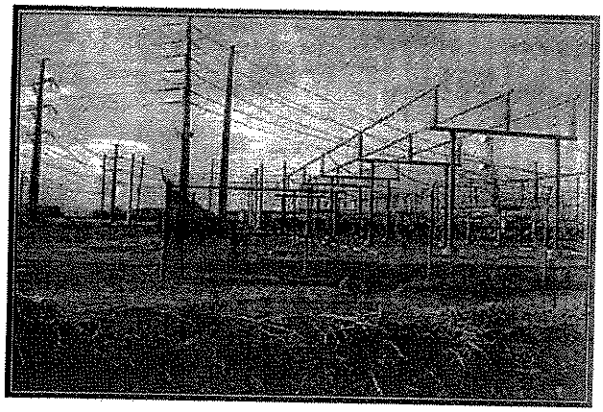
Where screening is required by this document, a combination of elements shall be used including solid walls, berms, and landscaping. All screening, including parking lot, trash enclosure, loading and utility screening shall be architecturally compatible with the adjacent building in terms of materials and colors. Trash enclosures shall be sited away from project entrances and major circulation routes. In conformance with the Freeway Corridor Specific Plan, screen walls shall not be used for more than 25 percent of the screening along McDowell Road or Avondale Boulevard.

Parking

All development shall comply with the parking requirements, identified in Section 804 of the Zoning Ordinance. Appropriate street dedications will be provided as required by the City. A minimum of 15% of any parking area adjacent to McDowell Road shall be landscaped. Shopping cart corrals in parking lot areas shall be designed in a complementary fashion to the building they serve.

Buffers and Landscaping

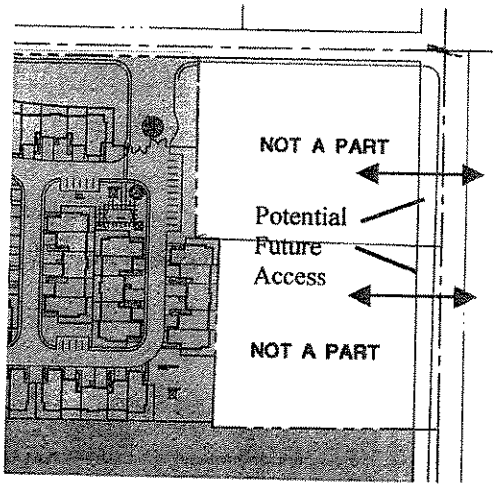
The Commercial and Office parcels of Avondale Marketplace shall provide a 25' landscape buffer directly adjacent to Parcel 1, the residential parcel. No Parking shall be allowed in this buffer.



The development has been thoughtfully designed so that the commercial and office uses are easily noticeable and accessible from the two arterial streets. Further the commercial development on Parcel 3 has been designed to screen the existing SRP Substation from Avondale Boulevard, McDowell Road and the future office development on Parcel 4.

Exception Parcel Access

Future access to property outside Avondale Marketplace at the northeast portion of the site will be provided via Avondale Boulevard.



Architectural Design

The architectural design, including color and material palettes, for the Commercial and Office sub-area shall be reviewed and approved with a Master Site Plan. Architectural design shall be consistent with the following architectural elements:

- No service door, bay or loading area shall front onto Avondale Boulevard or McDowell Road.
- For all buildings at least two of these elements shall repeat horizontally. Buildings with facades greater than 100 feet in length shall include several of the elements listed below, repeated at appropriate intervals, either horizontally or vertically:
  - Color change. Recognizable, but not strongly contrasting.
  - Texture change.
  - Material change.
  - Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.

- Wall plane projections or recesses.

- Variations in rooflines or parapets shall be used to reduce the scale of the buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building.
- Service and exit doors shall be recessed and integrated into the architecture of the elevations.
- Reduction of building mass shall be achieved by using a combination of the following techniques:
  - Variation in the rooflines and form.
  - Use of ground level arcades and covered areas.
  - Use of protected and recessed entries.
  - Use of vertical elements on or in front of expansive blank walls.
  - Use of pronounced wall plane offsets and projections.
  - Use of focal points and vertical accents.
  - Inclusion of windows on elevations facing streets and pedestrian areas. Retaining a clear distinction between roof, body and base of a building.
- Roof lines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall PADD. Building design shall complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development.
- Service entries, site-mounted equipment, trash containers and other ancillary structures shall be screened from view, both from adjacent properties and surrounding streets.
- All buildings shall be designed and constructed so that all four sides of a building shall receive consistent architectural treatment.
- Expansive vertical surfaces shall be modulated or designed with offsets to reduce the appearance of scale.
- Any accessory buildings, enclosures, carports, and equipment, whether attached or detached from the principal building shall be of similar compatible design and materials as the principal building.
- The design of service and loading areas shall be designed as an integral part of the building architecture.
- Any roof access ladders shall be located inside the building.
- All roof drainage shall be interior roof drains.

Building Materials

The architectural design, including color and material palettes, for the Commercial and Office sub-area shall be reviewed and approved with a Master Site Plan. Building within the PADD shall be consistent with the following building materials:

- Primary buildings materials shall include: common clay brick; poured in place, tilt-up or pre-cast concrete provided that surfaces include scoring, texture or have a painted finish textured concrete or panels; stucco or EIFS (exterior insulated finish systems) type systems provided that finishes must be smooth or sand finish; integrally colored concrete block, smooth face and/or split-face block units; or other similar materials.
- All tilt or pre-cast concrete panels or smooth face block shall include methods for improving the design such as: additional color and texture, bays, windows, notched parapets, canopies, reveals, building wall undulation, corner windows, additional materials etc.
- Accent materials shall include: granite, marble, natural stone, block, brick, ceramic tile, treated wood, metal, or other similar materials.
- Roofs may be flat with parapet walls, or sloped with concrete tile, standing metal seam, or equivalent architectural materials.

The following building materials shall be prohibited:

- Exposed plain concrete block
- Exposed untreated plain concrete tilt
- Wood as a primary building material
- Corrugated metal
- Standing seam metal roofs
- Pre-engineered metal siding

<u>Color Palette</u>

The architectural design, including color and material palettes, for the Commercial and Office sub-area shall be reviewed and approved with a Master Site Plan. Buildings within the PADD shall be consistent with the following:

- Colors and materials should be used to create visual harmony within the PADD. The approved colors are as follows:

  - Primary building colors shall be desert hues and other "earth tones" muted shades of blues, greens, yellows, and reds found in the natural desert, and colors appearing in natural stone.
  - Accent colors on buildings shall complement the primary building colors and include combinations of desert hues, earth tones, muted shades of blues, yellows, greens, reds and colors found in natural stone. Brighter colors such as orange, red, blue, green, yellow, purple and similar colors may be used as accents on retail buildings as approved in the Site Plan review process.

Site Design

The site design for the Commercial and Office sub-area shall be reviewed and approved with a Master Site Plan. The Master Site Plan shall include a list of proposed uses. Any proposed uses requiring a Conditional Use Permit shall be reviewed and approved as part of the Master Site Plan. Unless otherwise modified by this document, the site design shall conform with the applicable City of Avondale Zoning Ordinance requirements, as amended from time to time. Parking canopies, if provided, shall be painted with complementary colors to the building it serves. Additionally, parking canopies shall not front onto McDowell Road or Avondale Boulevard.

Landscape Design

Landscaping shall meet or exceed the landscaping requirements set forth in Sections 2 and 6 of the Zoning Ordinance and the Freeway Corridor Specific Plan. All development in the commercial/office master plan shall comply with screening standards identified in Sections 2, 5 and 6 of the Zoning Ordinance as well as those identified in the Freeway Corridor Specific Plan.

The landscaping will provide for the "boulevard" streetscape for McDowell Road as required by the Freeway Corridor Specific Plan.

Infrastructure

Conceptual grading/drainage, water and sewer design shall be reviewed and approved as part of the Master Site Plan review and approval process. Water and Sewer for the Commercial Office sub-area shall be public. All infrastructure shall meet the City's requirements.

- Grading and Drainage

  The PADD site slopes from the northeast to the southwest. Preliminary grading and drainage plans will be submitted with the Master Site Plan. On-site retention basins will be designed and constructed as part of the development of each parcel or combination of parcels as approved in the Construction Plans.

- Water

  The site is served water with an 8-inch line in Palm Lane, a 16-inch line in Avondale Blvd., and a 16-inch line in McDowell Road, which extends across approximately 40% of the McDowell Rd. frontage. Additional water lines will be designed and constructed to serve individual parcels or combination of parcels as approved in the Construction Plans.

- Sewer

The site is served sewer with 10-inch and 12-inch lines in Palm Lane and a 21-inch line in McDowell Rd. The average daily sewer flows can be estimated based on the City of Avondale Engineering Design Standards Book. The exact sewer flows will not be known until Master Site Plan approval. Sewer lines will be designed and constructed as part of the development of each parcel or combination of parcels as approved in the Construction Plans.

- Fire Hydrants

Fire hydrants will be installed at spacing consistent with use and structures as required by building and fire codes. Additional fire hydrants and water lines may be required for individual parcels depending on the Master Site Plan approval. Domestic and fire flow requirements can not be calculated until Master Site Plan approval and specific users and square footages are known, however, the development of the site will meet the City of Avondale fire flow and supply requirements.

Miscellaneous

- Ownership and Maintenance

Parcel 2 will be governed by a set of Covenants, Conditions and Restrictions that will be utilized to facilitate cross-access, joint parking and drainage. The CC&R's will govern the maintenance responsibility and enforcement for all common and private areas.

Parcel 3, will be self-contained and will be responsible for retaining its own stormwater and providing for its own parking. The CC&R's will govern the maintenance responsibility and enforcement for all common and private areas.

Parcel 4, will be responsible for retaining its own stormwater and providing for its own parking however, a cross-access easement with Parcel 2 will be provided to facilitate internal circulation and reduce traffic on McDowell Road. The CC&R's will govern the maintenance responsibility and enforcement for all common and private areas.

Sign Criteria

These sign standards are proposed for the Commercial/Office development, Parcels 2, 3 and 4. A Comprehensive Sign Plan shall be reviewed and approved as part of the Master Site Plan prior to the issuance any sign permits for the Commercial/Office Development. The Comprehensive Sign Plan shall address the architectural design, letter style and color for all signs, which shall be uniform throughout the center and complementary to the approved building architecture.

- Justificication

This project is located at a major intersection and approximately ¼-mile north of Interstate 10. This property is strategically located to not only serve local residents but also to provide complementary retail support services to the regionally situated properties adjacent to I-10. These standards are less than what is anticipated on the Regional Commercial parcels on the south side of McDowell Road. These standards are intended to be complementary to the anticipated Regional Commercial signage anticipated south of McDowell Road.

The landlord shall approve all signs, in writing, prior to installation. Sign permits for design and location must be obtained from the City of Avondale prior to the installation of any sign.

- PARCEL 2

Free-Standing Signs

The following ground signs are the only ground signs permitted on Parcel 2. All monument signage shall provide illumination of copy and logos only, with routed out metal backgrounds.

1. Free-Standing Multi-Tenant signs. Three monument identification signs, with a minimum spacing between signs of 100', shall be allowed on Parcel 2 as follows: (An additional 2' in height may be allowed for architectural embellishments)

    a. Major Entry – Two 12' – 6" tall 75 square foot signs,
        i. one (1) on Avondale Boulevard and
        ii. one (1) on McDowell Rd.
    b. Minor Entry – One 10' – 6" tall 66 square foot sign,
        i. one (1) on McDowell Rd.

1. All signs to be located 1' behind property line out of traffic visibility perimeters.

2. All metal surfaces shall be painted to match the center colors.

3. All freestanding signs will incorporate the required base landscaping per City of Avondale Zoning Ordinance Requirements.

Parcel 2 Directional Signs

When required to assist the flow of traffic, (i.e. drive thru, exit, enter, etc.).

directional signs are permitted. Such signs shall not exceed 4.8 square feet in area or a height of 3 feet. Directional signs shall not identify businesses.

Parcel 2 Major Tenant Wall Signs

1. A Major store is defined as a tenant or owner with a building area exceeding 30,000 square feet.
2. A Major store will be allowed six (6) attached building signs for the South elevation. The maximum area allowed will be 1 square foot of signage per building foot frontage.
    a. A major tenant shall have a maximum height of 5' letters to identify the name of the business.
    b. Ancillary signs on the South elevation shall have a maximum copy height of 2'-0".

Parcel 2 Shop Tenants wall Signs

Shop tenants are defined as those tenants having leased area of less than 29,999 square feet.

1. Tenant shall have one wall sign per street frontage of individual interior illuminated pan channel letters mounted on the stucco fascia. Tenants with two street fronts may have a sign on each street front.

2. Wall signs shall use integral color 1/8" Plexiglas inserts with standard 3/4" trim cap. Trimcap and returns shall be dark bronze color (Mathews # 41-313). Returns to be five inches (5") deep.

3. Maximum and minimum copy heights are as follows:

Upper and Lower case letters (based on the upper case letter)	maximum 36" minimum 16"
All upper case letters	maximum 36" minimum 16"

Signs with two rows stacked shall have a maximum total height of 5' 0". Overall length of any sign not to exceed 80% of the leased frontage on which it is placed. The maximum individual letter, logo, or cabinet height shall not exceed 36" inches or 70% of the narrowest portion of the vertical fascia height on which it is placed.

4. Permanent signs.
   Wall signs: 1 square feet of sign area for each front foot of building.

5. Letter style and color shall be subject to City approval through the

Comprehensive sign plan.

6. Each sign package shall be subject to review and approval by the Developer/Landlord and the City of Avondale.

7. The overall length of any sign shall not exceed 80% of the leased frontage on which it is placed. The overall height not to exceed 70% of the narrowest portion of the vertical fascia height on which it is placed.

- PARCEL 3 and 4

Free-Standing Signs

a. Parcel 3 – One 6' tall 28 square feet monument sign.
    i. One (1)
b. Parcel 4 – One 6' tall 28 square feet monument sign.
    i. One (1)

Parcel 4 Office Tenants

Permanent Sign Area

Wall signs: 1 square feet of sign area for each foot of building frontage on the longest front. For all other building elevations, 1/2 square feet of sign area per building front.

i.e.: A building that has a 30' x 100' front will be allowed to use their 100 square feet of sign area on the length of the building that holds the 100 feet in length. The remaining other elevations will be allowed to utilize only ½ of their approximate building length for sign square footage. For example a 30' side elevation can have 15 square feet of signage. The main longest front of 100' can have 100' of square footage for signage.

Each sign shall be subject to review and approval by the Developer/Landlord and the City of Avondale.

Residential Sub-Area Criteria

Allowed Use

Referring to Exhibit E, Parcel 1 is proposed as a single-family attached residential project.

Principally Permitted Use – The following use is authorized:

1. Attached or detached Single-Family Residential
2. Multi-Family Residential for fee simple ownership

Permitted Uses subject to Conditions – The following uses are allowed subject to the listed conditions:

1. None

Permitted Uses, subject to a Conditional Use Permit – The following uses may be allowed subject to Section 108, Conditional Use Permits, of the Avondale Zoning Ordinance:

1. None

Accessory Uses – The following uses are allowed as accessory uses directly related to an approved use:

1. Accessory buildings, structures and uses customarily incidental to an approved use

Prohibited Uses – The following uses are prohibited:

1. All uses not specifically listed herein

Development Standards

A full discussion of the proposed residential development, along with identifying exhibits is provided as Exhibit F of this document.

Standard	Parcel 1 (Residential Parcel)
Acres	15.92
Maximum Density	8.5
Maximum Units	135
Housing Type	Rear Loaded Single Family (attached or detached) Multi-Family (condominium or attached town houses)
Parking	2 Car Garage/Unit
	1 visitor parking space for every two units.
Minimum Lot Width	27 feet
Minimum Lot Depth	70 feet
Maximum Lot Coverage	60%
Minimum Lot Area	1,900 Sq. Ft.
[1]Maximum height	30 feet
Setbacks	
Rear	7 feet
Front	3 feet
Side	0 feet for attached units 7 feet from any adjacent building
From single family use or district	15 feet for single-family (attached or detached) measured from property line. 50 feet for multi-family measured from property line
From Substation	100 feet, measured from substation property line

Architectural, Site and Development Criteria

A full discussion of the proposed residential development, along with identifying exhibits is provided as Exhibit F of this document. The residential project design shall comply with the provisions of Exhibit F.

[1] Maximum Height may be exceeded by not more than 5' for parapet or architectural embellishments.

APPENDIX
Exhibit "A"

Vicinity Map

VICINITY MAP

NWC Avondale Boulevard and McDowell Road

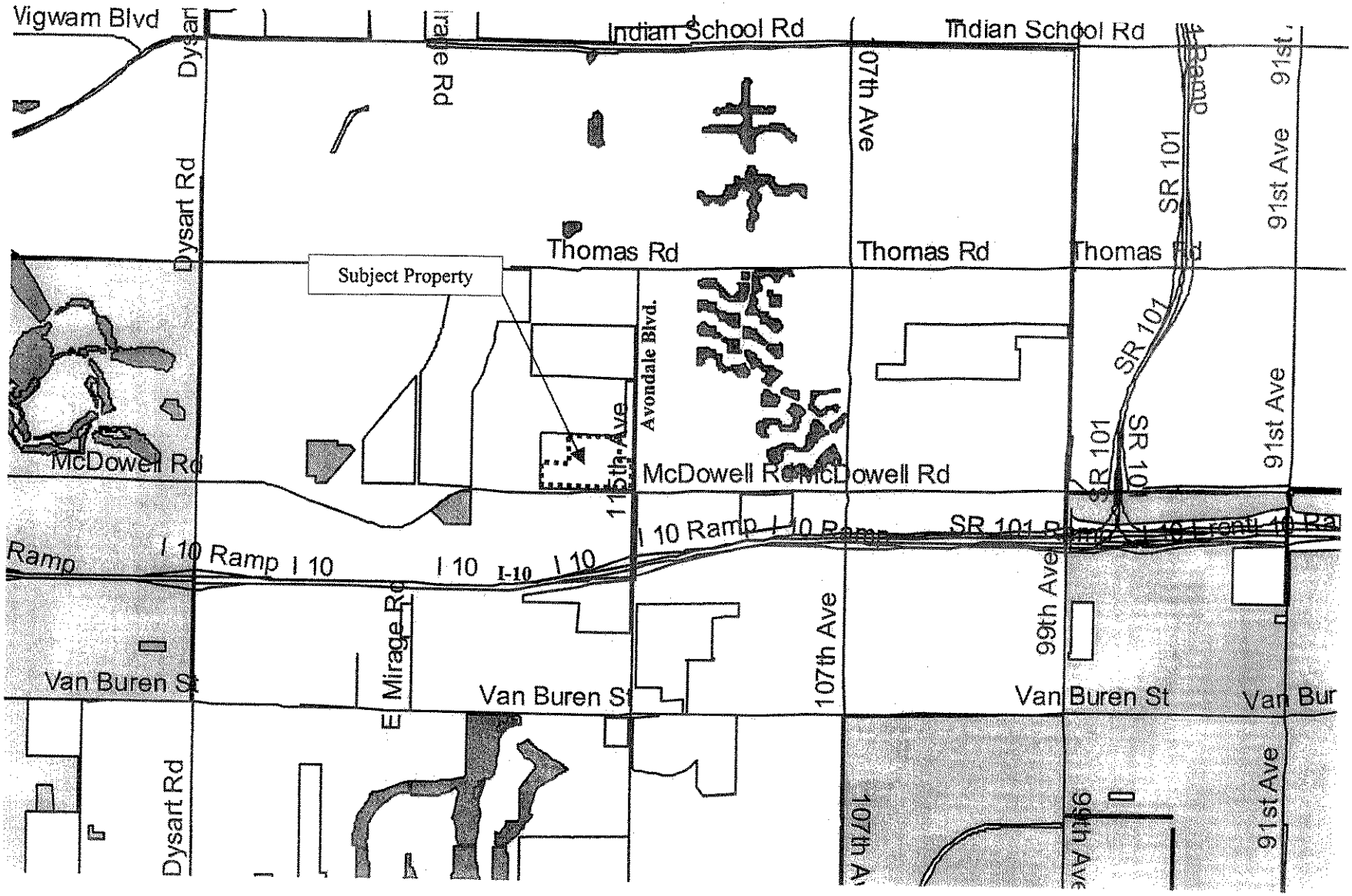
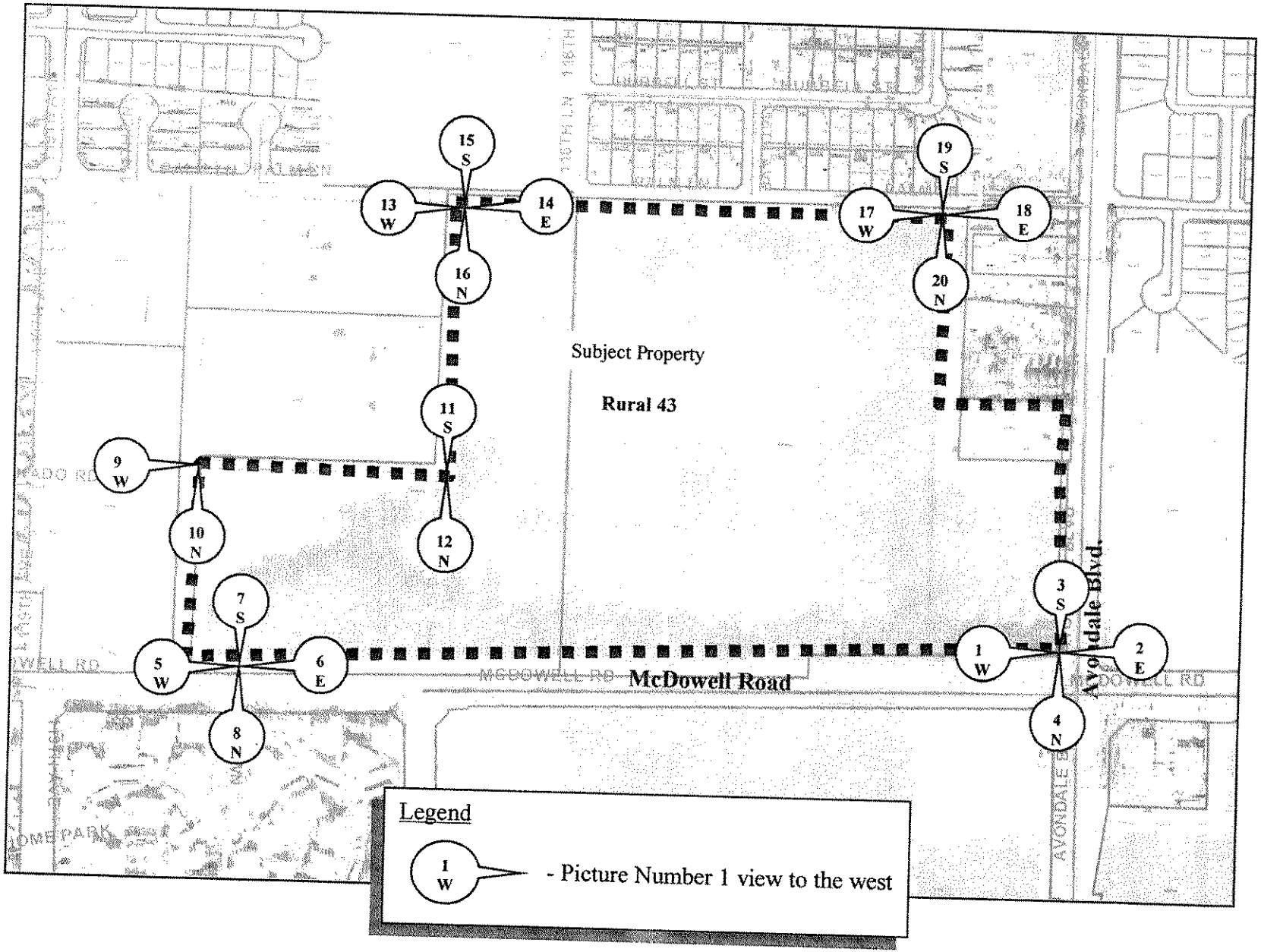


Exhibit "B"

Photo Location Map

PHOTO LOCATION MAP



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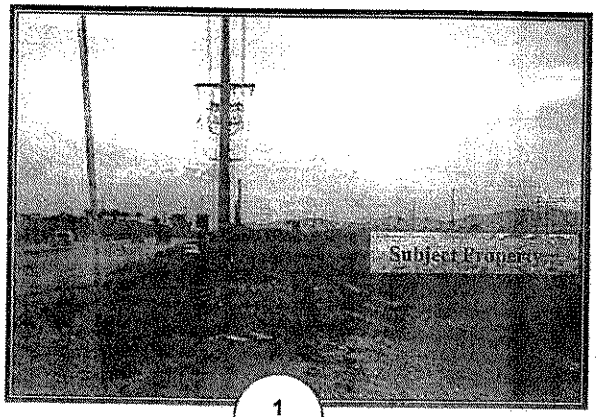

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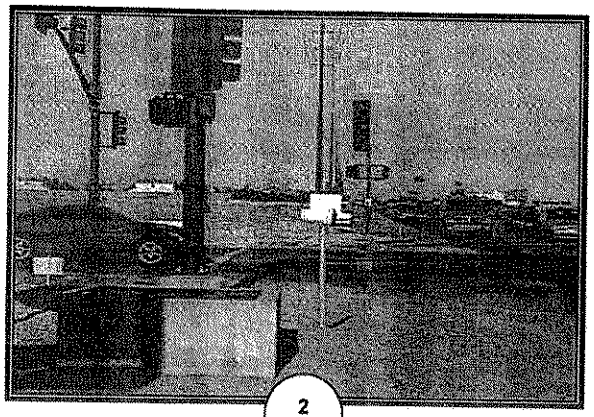

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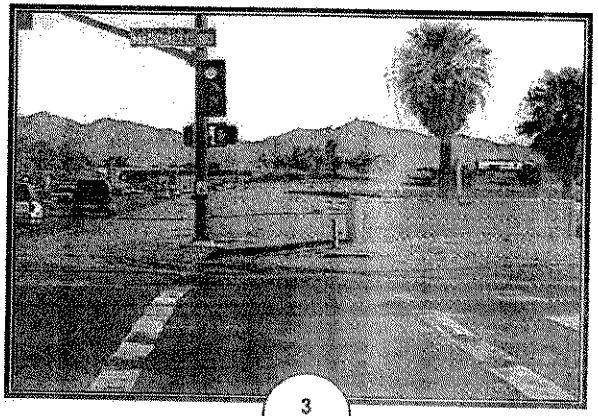

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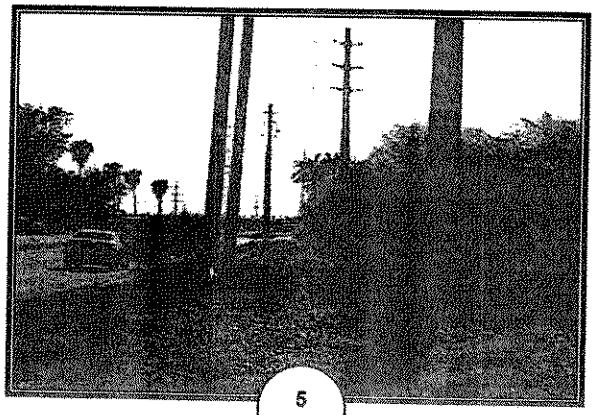

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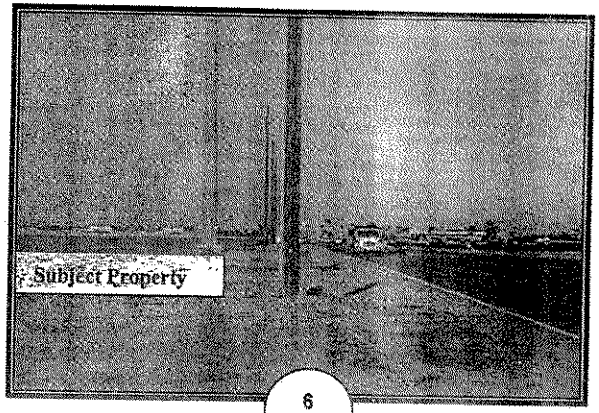

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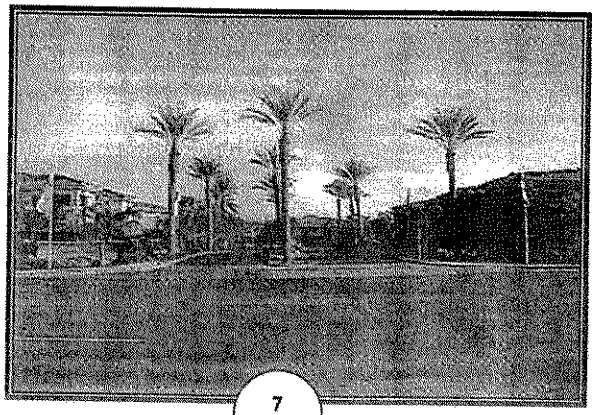

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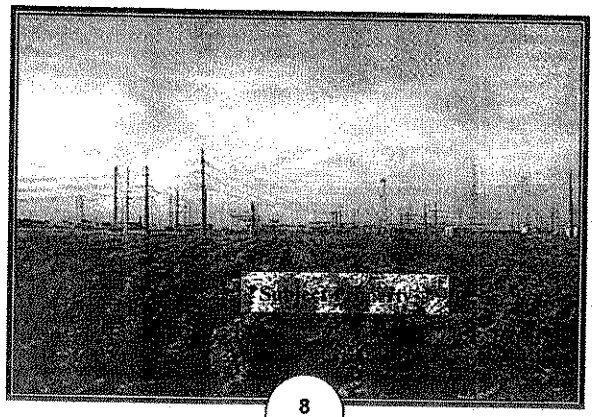

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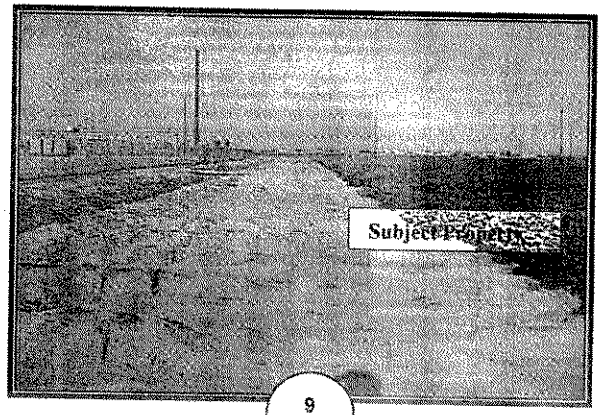

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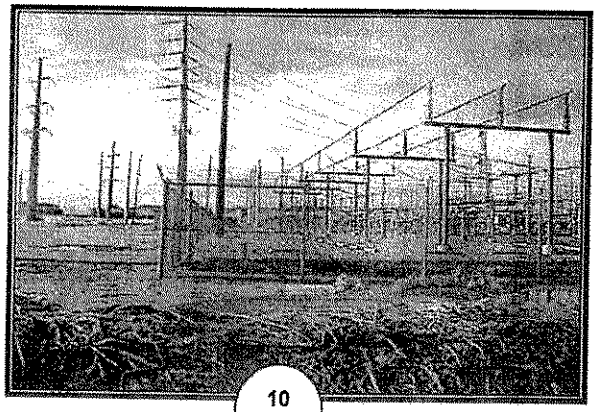

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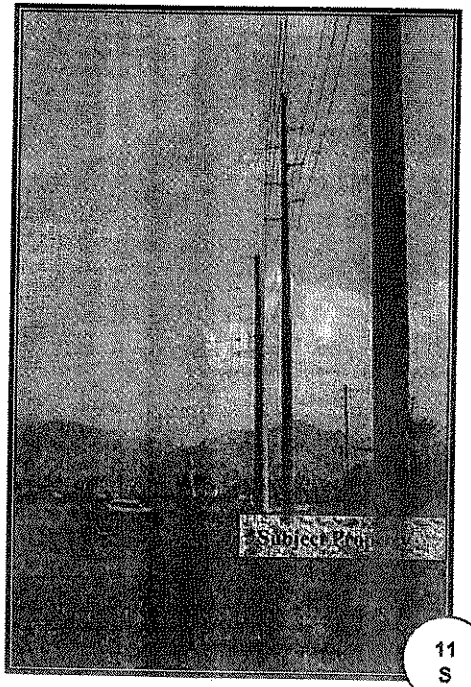

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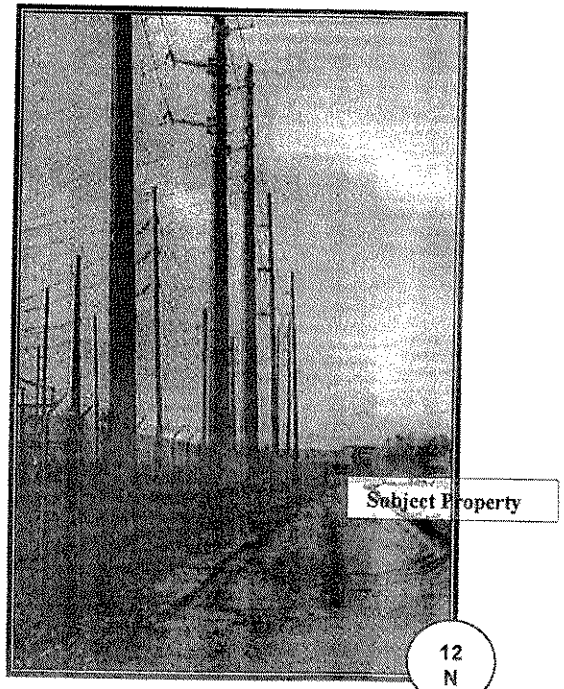

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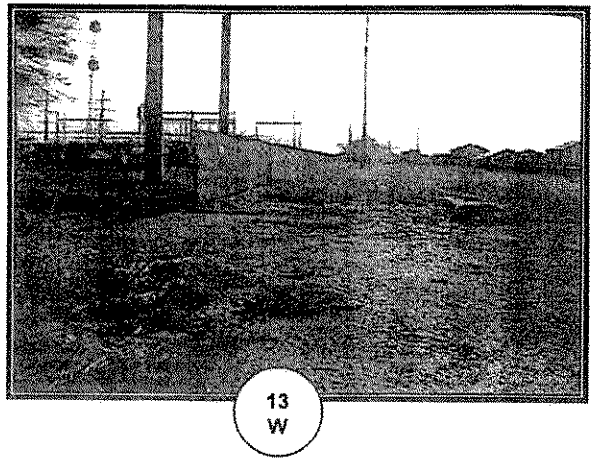

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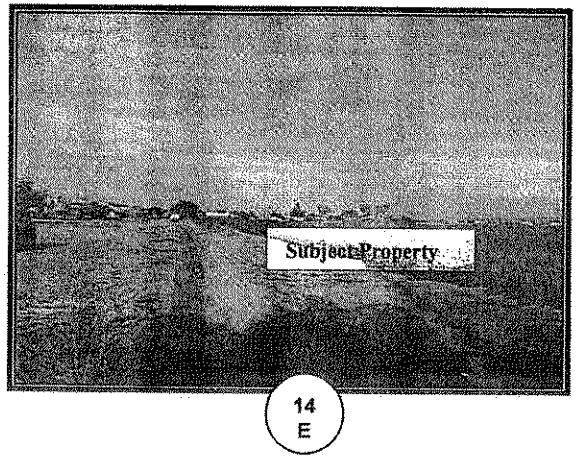

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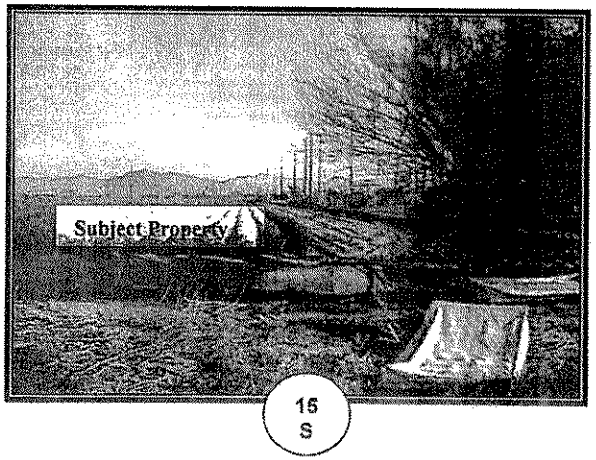

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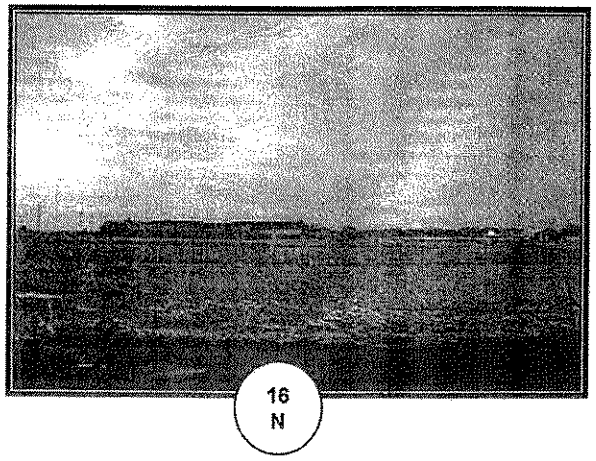

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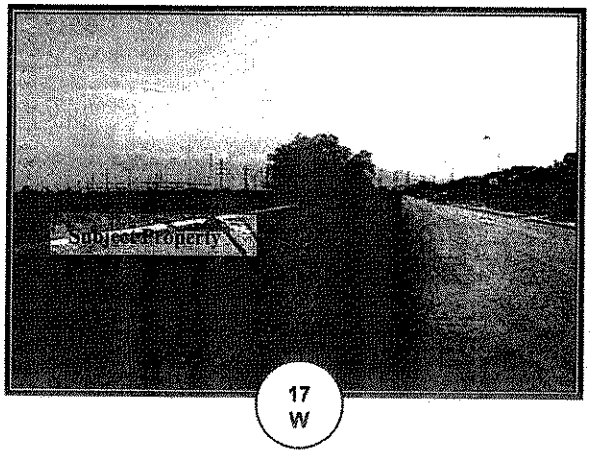

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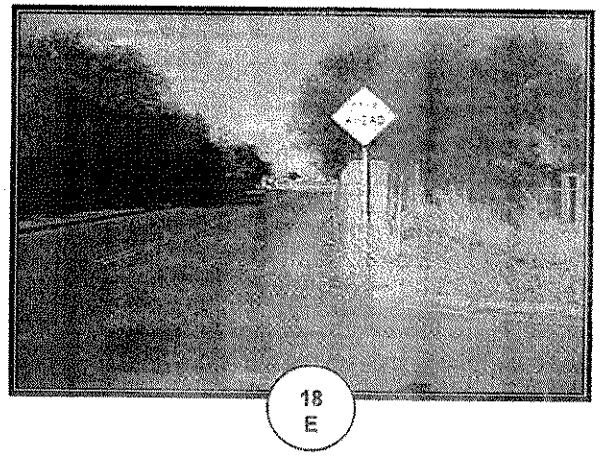

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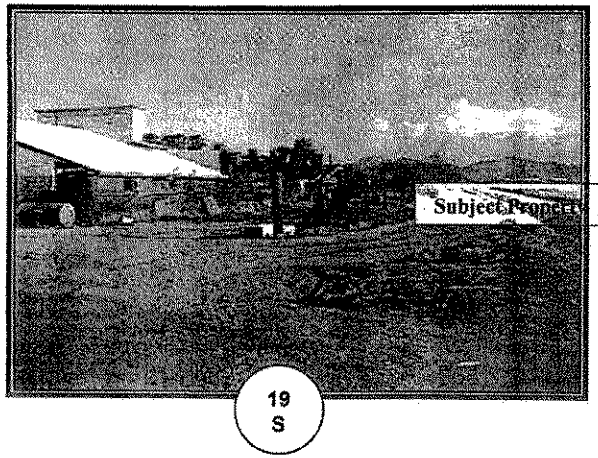
PHOTOS 19 & 20



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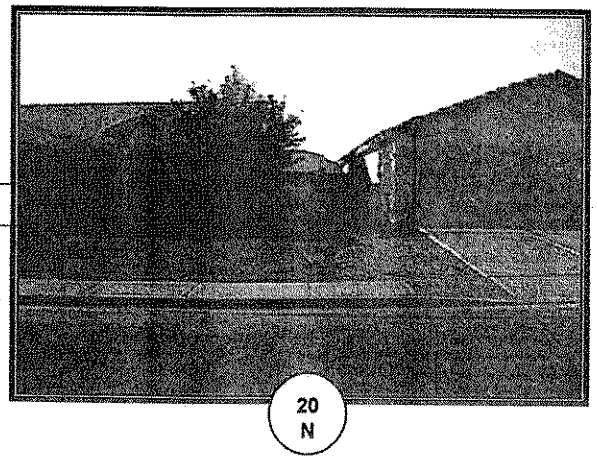

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Exhibit "C"

Legal Description

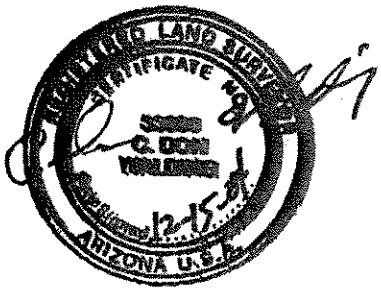
THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36;
THENCE SOUTH 89°15'46" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2274.13 FEET;
THENCE NORTH 00°53'09" EAST A DISTANCE OF 589.26 FEET;
THENCE NORTH 89°50'14" EAST A DISTANCE OF 610.00 FEET;
THENCE NORTH 00°53'09" EAST A DISTANCE OF 750.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 36;
THENCE NORTH 89°50'14" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1302.54 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 BEARS NORTH 89°50'14" EAST A DISTANCE OF 340.71 FEET;
THENCE SOUTH 00°00'00" WEST A DISTANCE OF 267.63 FEET;
THENCE SOUTH 89°08'00" EAST A DISTANCE OF 33.50 FEET;
THENCE SOUTH 00°46'00" WEST A DISTANCE OF 263.61 FEET;
THENCE NORTH 89°25'00" EAST A DISTANCE OF 310.76 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36 FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 BEARS NORTH 00°00'00" EAST A DISTANCE OF 529.53 FEET;
THENCE SOUTH 00°00'00" WEST, ALONG SAID EAST LINE, A DISTANCE OF 786.74 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,375,280 SQUARE FEET OR 54.53 ACRES OF LAND, GROSS AREA TO CENTERLINE OF STREET, MORE OR LESS.

PREPARED BY:

DRW ENGINEERING
10320 W. McDOWELL RD., STE. K-1136
AVONDALE, AZ 85323



JOB NO. 04013
DECEMBER 15, 2004

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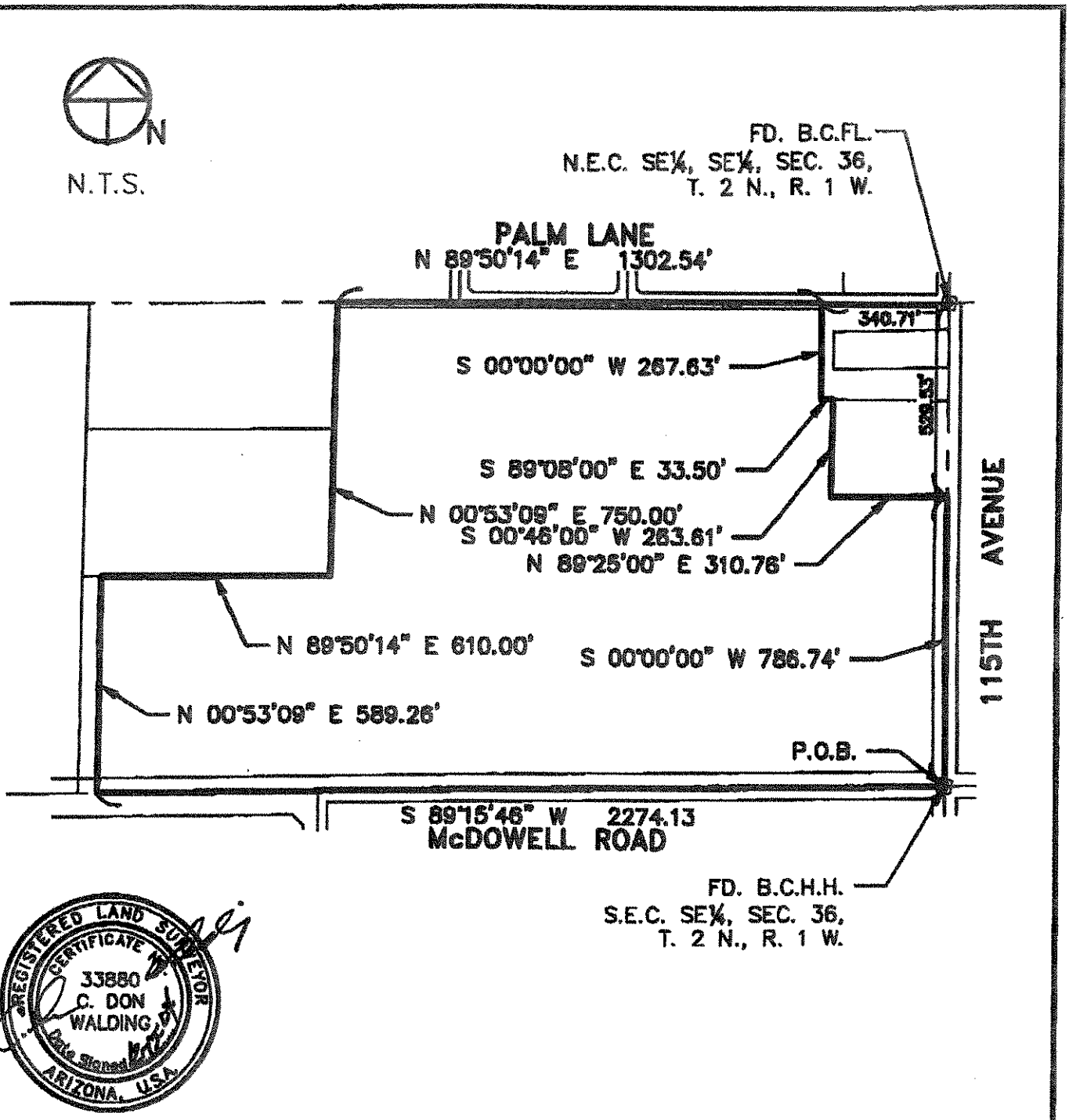


REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33880
C. DON WALDING
Date Signed
ARIZONA, U.S.A.

Date: 12/15/04 Job #: 04013

DRW ENGINEERING, INC.
10320 West McDowell Road, Suite K-1136
Avondale, Arizona 85323
(623)478-8800 FAX(623)478-8841
Email: drw@drwengineering.com

File Name: C:\DRW-JOBS\04013\04013EXH

Exhibit "D"

Aerial Photo/Surrounding Zoning Map

AERIAL and SURROUNDING ZONING MAP

NWC Avondale Boulevard and McDowell Road

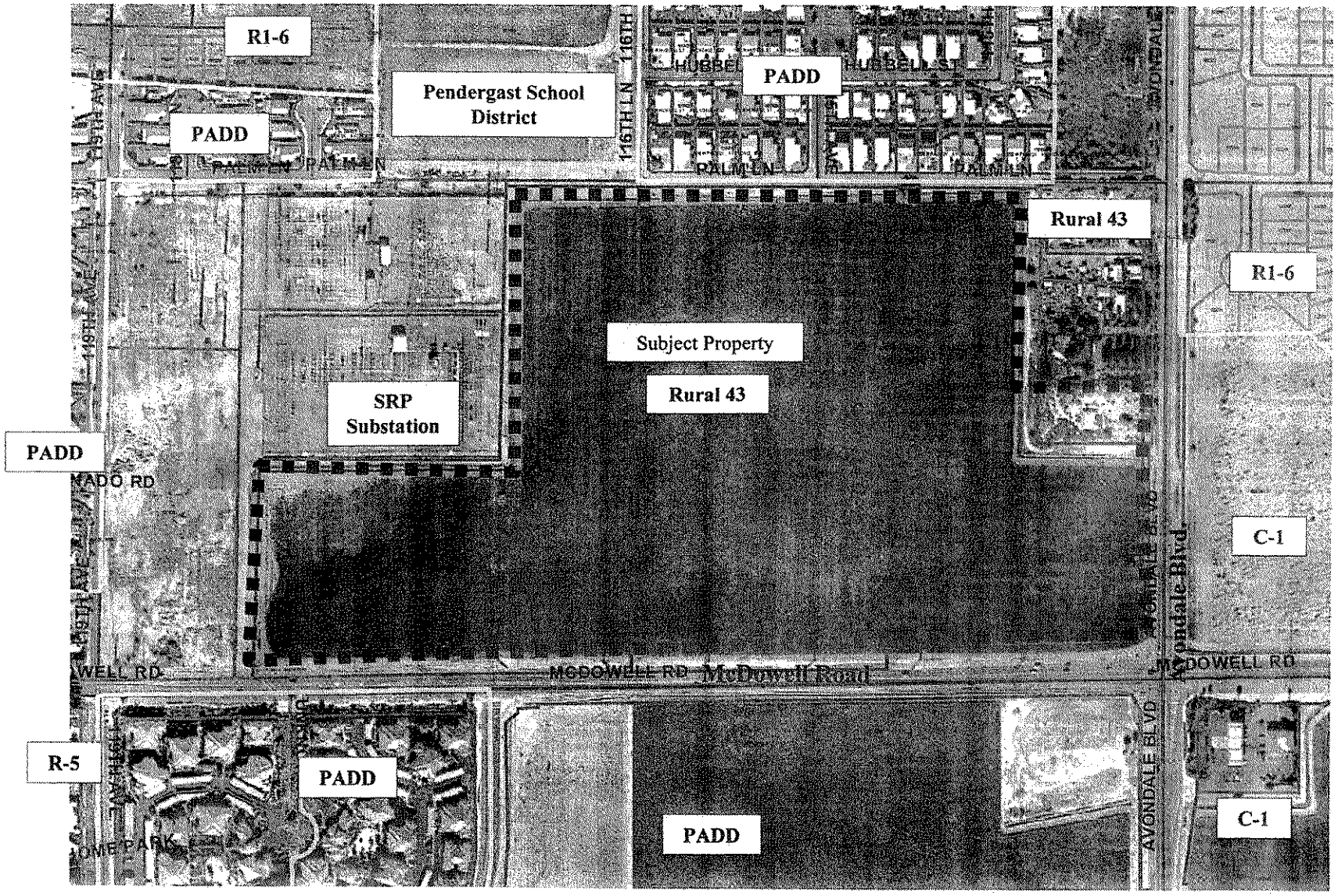
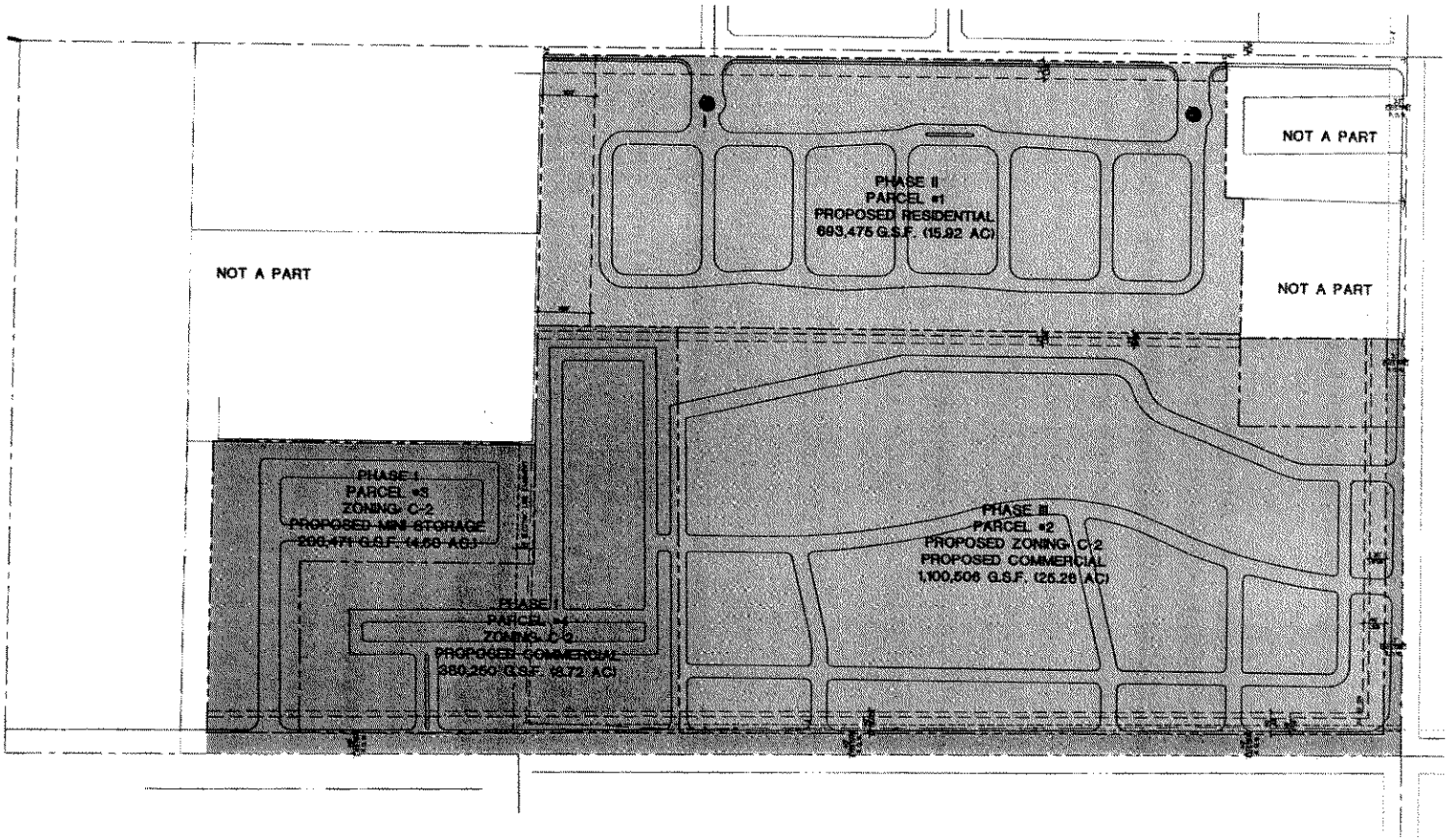


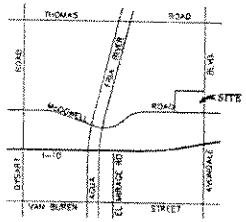
Exhibit "E"

Proposed Land Use Development Map



PHASING PLAN

SCALE: 1"=100'-0"



VICINITY MAP

SCALE: 1"=1

OVERALL SITE DATA:

EXISTING ZONING	RURAL #3
PROPOSED ZONING	PAD
GROSS SITE AREA	2,375,708 G.S.F. (54.53 AC.)
NET SITE AREA	2,240,103 N.S.F. (51.42 AC.)

PRELIMINARY - Not for Construction or Recording

PROJECT NAME:

AVONDALE MARKETPLACE

RETAIL CENTER

N.W.C. of McDOWELL ROAD & AVONDALE BOULEVARD

AVONDALE, ARIZONA

BCA

Bollinger + Cardenas Architects, Inc.
Architecture Planning Interiors Project Management
3428 E. Indian School Road
Phoenix, Arizona 85018-5113
Tele: (602) 957-9205 Fax: (602) 954-9577

PHASING PLAN

△ REVISIONS:

SCALE : 1"=100'-0"

DATE : 11/16/05

JOB # : 104305

☐ SCHEMATIC DESIGN
■ DESIGN DEVELOPMENT
☐ CONST. DOCUMENTS
☐ BID/PRICING PACKAGE
☐ CONSTRUCTION ISSUE

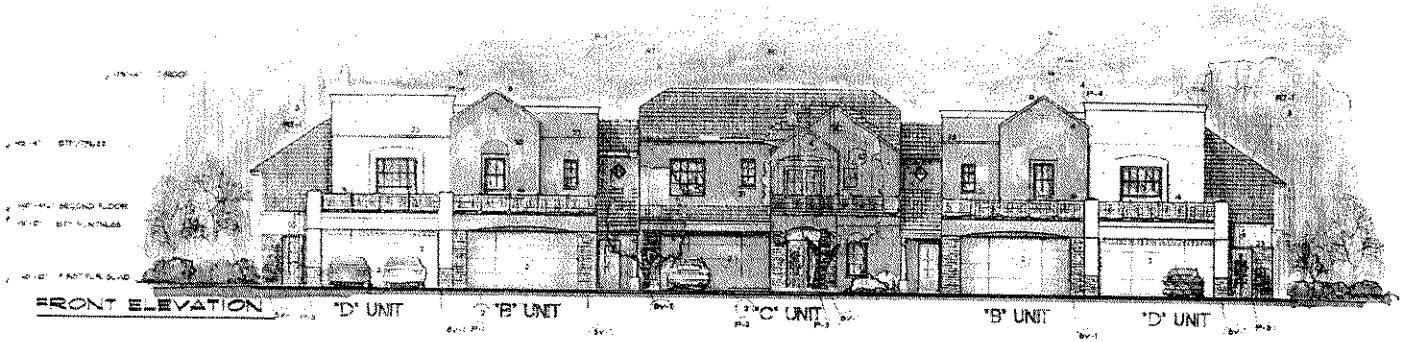
SHEET

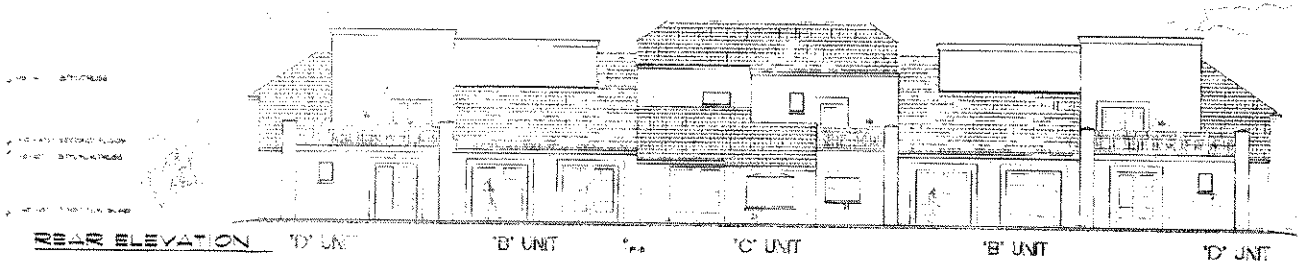
A1.0

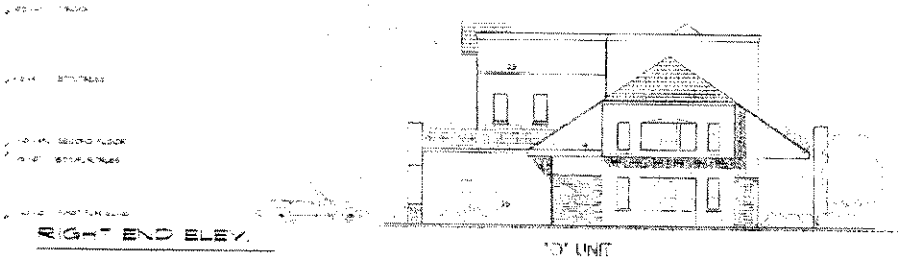
OF # SHEETS

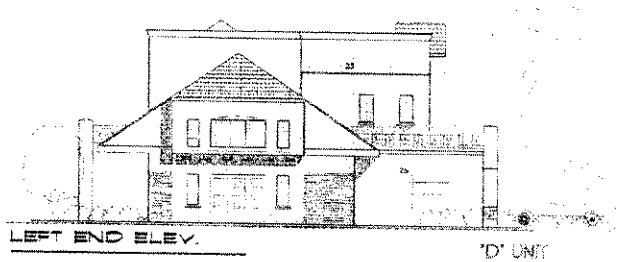
Exhibit "F"

Parcel 1 Residential Narrative Description and Design Criteria









BUILDING ELEVATIONS

KEY NOTES

1. STUCCO FINISH - TYPICAL COLOR AND TEXTURE
2. OVERHEAD SECTIONAL GARAGE DOORS
3. CLAY BARREL ROOF TILE (3 PIECE CLASSIC MISSION STYLE)
4. LED PLUG / TRIM
5. WROUGHT IRON RAILING POSTS & BALUSTRADES
6. FRENCH STYLE PATIO DOORS
7. CONCEALED BEAM SUPPORTS (DECORATIVE)
8. BARELIED PARAPET WALL
9. CANTILEVERED EXTERIOR WALL FRAMING
10. RECESSED STUCCO SHAPE
11. ROUGH-SAWN WOOD TRIM W/ SEMI TRANSPARENT STAIN
12. NOT USED
13. POP-OUT STUCCO FIELDING
14. NO MECHANICAL EQUIPMENT ON ROOFS. THE AC CONDENSING UNIT WILL BE ON GROUND AND AIR HANDLER WILL BE LOCATED INSIDE
15. LANDSCAPE PLANTING SCHEDULE AND DETAILS, SEE LANDSCAPE PLAN
16. TUSCAN STYLE CEDAR TILE
17. FINISH WOOD SILL
22. WOODEN BEAMS & PILLOWS
23. DPC PROJECTED BAND (STUCCO)
24. CONTINUE STONE VENEER TO ALIGNMENT OF PARC FENCE
25. CUSTOM WROUGHT IRON TRELLIS

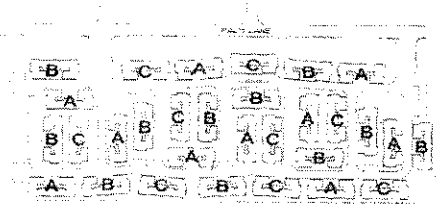
Palm Lane Townhomes

AVONDALE, ARIZONA

11600 WEST PALM LANE

GREENLIGHT REAL ESTATE LLC

ShelBondy Art & Architecture, AIA



COLOR GROUP KEY PLAN

EXTERIOR FINISH SCHEDULE

PLAN SYMBOL

BUILDING LOCATION	PLAN SYMBOL	DESCRIPTION USE	COLOR	SOURCE	LRV
GROUP A	P-1A	BUILDING BODY PAINT	ICI 1555 CONFIDENCE		61
	P-2A	BUILDING BODY PAINT	ICI 1556 ONSIDE 1		63
GROUP B	P-1B	BUILDING BODY PAINT	ICI 1558 MONTANA TAN		61
	P-2B	BUILDING BODY PAINT	ICI 1559 GINGER READY		61
GROUP C	P-1C	BUILDING BODY PAINT	ICI 1561 ARCHIVES		44
	P-2C	BUILDING BODY PAINT	ICI 1563 PEBBLE BLUE		37
	P-3	ENTRY DOORS (ALT.)	ICI 1565 ZANZIBAR COAST		15
	P-4	TRIM ELEMENTS WROUGHT IRON / ROOF FASCIA	ICI 1566 TAN STREET		34
	P-5	ENTRANCE DOORS TRIM ELEMENTS	ICI 1539 BUTTER	STONE VENEER DRY DA ECOMOUNTAIN	3
	S-1	LIMESTONE EXT. STONE VENEER	STONE VENEER LIMESTONE ANTIQUE 1 OT	3/8 X GRANITE REFER TO SHEET	
	S-2	WOOD STAIN COLOR TIMBER CORBELS (ALT.)	DEEP BLUE SEMI-TRANSPARENT LID STAIN		
	R-1	ROOF TILE (FLAT CONC)	PORTLAND TILE CORPORATION CALIF. SERIES COLOR: MISSION BLEND		

NOTE: ALL DOOR ELEVATIONS WILL BE PAINTED SAME COLOR AS BUILDING BODY COLOR

NOTE: DOOR ENTRANCE WILL BE PAINTED SAME COLOR AS BUILDING BODY COLOR

BUILDING ELEVATIONS

SCALE: 1/8" = 1'-0"

ZONING REVIEW

ZR 2.0

City of Avondale

December 21, 2007

Mr. Kevin Kerpan
RKAA
2233 East Thomas Road
Phoenix, Arizona 85016

RE: Avondale Marketplace PAD - Master Site Plan
Case Number DR-07-8

Mr. Kerpan:

Please find attached a planning application for a minor amendment to the case above, and a planning application for an extension of the PAD zoning. Both applications were discussed at our meeting today here at the Avondale City Hall. You may submit these applications prior to, or at the same time, as the 4th resubmittal of the above case.

In order to be scheduled for the February 21, 2008 Planning Commission, the deadline to submit the 4th resubmittal is noon January 16, 2008. This date will afford staff the necessary time to route and review the submittal and respond to you prior to the newspaper advertising deadline. Being scheduled for the Planning Commission is dependent upon addressing the outstanding comments sufficiently. Comments that affect the fundamental site layout cannot be stipulated in an approval, and thus would require a resubmittal. It is encouraged that you work closely with staff in addressing the comments prior to submittal.

Minutes of the meeting of today at the Avondale City Hall will follow soon.

Please contact me if you have any questions. I am also available via email at emorgan@avondale.org, or by telephone at (623) 333-4017.

With regards,

Eric Morgan
Planner II

Enclosures (Application for PAD Minor Amendment, Application for Extension of PAD Zoning)

Development Services
11465 W. Civic Center Drive, #110 • Avondale, AZ 85323
Phone: (623) 333-4000 • Fax: (623) 333-0400 • TDD: (623) 333-0010
www.avondale.org

Exhibit F

AVONDALE MARKETPLACE
NWC Avondale Boulevard & McDowell Road
Avondale, Arizona

ROBERT KUBICEK
Architects and Associates, Inc.

2233 East Thomas Road
Phoenix, AZ 85016 - 3474
(602) 955-3900 Phone
(602) 955-0496 Fax
www.rkaa.com

Location

This request is for an extension for a PAD zoning for the project located on the corner of Avondale Boulevard and McDowell Road. The site is approximately 38.60 gross acres and 34.12 net acres.

History

This project was annexed on February 21, 2006. The property was zoned PAD on March 20, 2006. The property has not received any approvals since the previously mentioned dates.

Request and Justification

This request is for a one (1) year extension on the current PAD zoning. The project was not able to be completed in the allotted time due to the site plan did not meet the necessary requirements of the City of Avondale. The site plan is being concurrently submitted for the fourth time and possibly final time. The extension would be beneficial because it would allow more time to receive the required approvals from the City of Avondale. The schedule for development is as follows:

The Phase 1(as described in the phasing plan) will be built within the one year extension. The other phases will be completed at a later time.

CITY OF AVONDALE
JAN 15 2008
DEVELOPMENT SERVICES
ZE-08-1

Principals:
Robert W. Kubicek, A.I.A.
Harvey G. Unti, A.I.A.
Sheldon T. Shaw, A.I.A.
Jorge A. Calderon, V.P.
David J. Gibson, V.P.
Kevin D. Kerpan, V.P.

DEVELOPMENT SERVICES

SUBJECT:
Time Extension for West-10 PAD zoning (ZE-07-1)

MEETING DATE:
February 4, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

REQUEST: Extend the period allowed for commencement of development within the West-10 PAD for one additional year, until February 21, 2009

PARCEL SIZE: Approximately 43 Acres

LOCATION: Southeast corner of McDowell Road and 107th Avenue (Exhibits A and B)

APPLICANT: Mr. Bill Lally, Withey Morris PLC

BACKGROUND:

The property was rezoned from AG (Agricultural) to PAD (Planned Area Development) on February 21, 2006 (Exhibit C). The approved PAD development plan designates approximately 25 acres for office park use and the remaining 17 acres for mixed-use commercial development (Exhibits D and E). The mixed-use commercial portion of the PAD is the far easternmost segment bounded by 103rd Avenue. The office park portion of the PAD is bounded by 107th Avenue on the west.

The General Plan land use designation for this property is Freeway Commercial. The approved West 10 PAD remains consistent with this General Plan Designation.

The applicant submitted this request for time extension on November 26, 2007 at the request of staff (Exhibit F). An application for Master Site Plan approval for the mixed-use commercial portion of the site was submitted for review on December 28, 2007. The site plan contains a mix of hotel, restaurant, office, and retail commercial uses, and will come before the City Council for approval at a later date following completion of staff's project review.

ANALYSIS:

The Zoning Ordinance states that in order for a PAD rezoning to remain valid, development must commence within two (2) years of approval. If development does not commence within 2 years of zoning approval, the City Council may initiate the process to revert the property to its former designation or, at the request of the applicant, grant a one-year time extension.

Until the recent amendment to the Freeway Corridor Specific Plan, building heights on the subject property were capped at a maximum of 4 stories. Since this prior height limitation conflicted with the property owner's desire to build a six story hotel at this location, the applicant was delayed in proceeding on the project until the staff initiated amendment had been approved (allowing for up to 10 stories at this location). Over the past several months, the applicants have pursued an aggressive schedule and have indicated their desire to build the first phase of this project as quickly as possible.

The West-10 PAD continues to meet the goals and objectives of the Avondale General Plan and complies with all Zoning Ordinance requirements. Given the high standards required by this PAD document, staff supports

the applicant's request for a one year time extension to allow for development of the site.

If this request is approved, the applicant will have until February 21, 2009 to commence development. If this does not happen by that date, the West-10 PAD will become null and void (AZO 607.B) and City Council may decide to take action to revert the zoning of the subject property to AG (Agricultural).

RECOMMENDATION:

Staff recommends that City Council **GRANT** the time extension for the West-10 PAD until February 21, 2009

PROPOSED MOTION:

I move that the City Council **GRANT** a time extension for Case ZE-07-1 until February 21, 2009

ATTACHMENTS:

Click to download

- Exhibits A-F

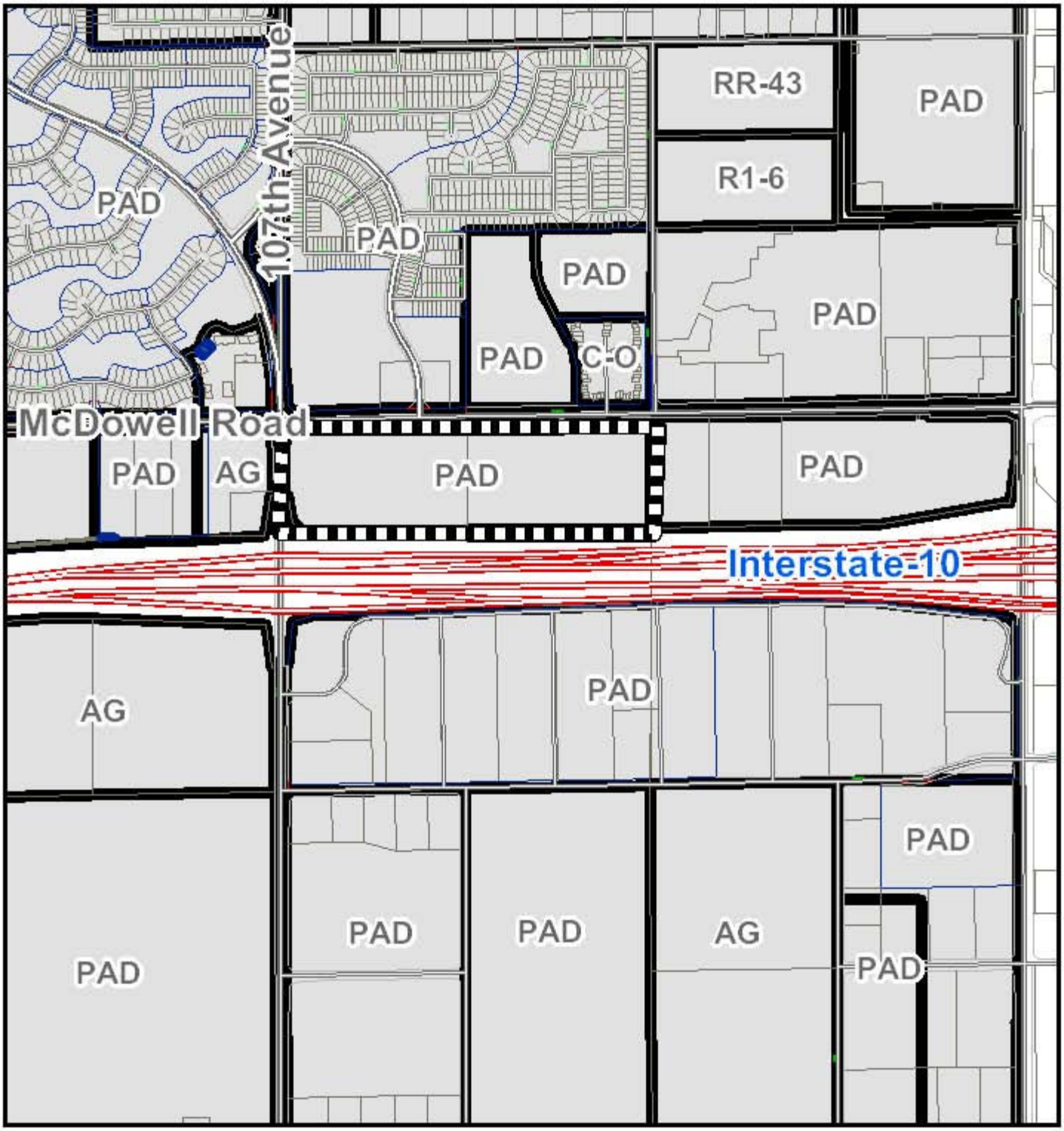
PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

ATTACHMENTS

Exhibit A Zoning Vicinity Map
Exhibit B Aerial Photo 2007
Exhibit C City Council Meeting Minutes for February 21, 2006
Exhibit D Approved West-10 PAD Development Plan
Exhibit E Ordinance 1168-206
Exhibit F Request for Extension Narrative, dated November 26, 2007

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

Aerial Photo 2007

Avondale

Subject Property

Excerpt of the Minutes of the regular City Council meeting held February 21, 2006 at 7:00 p.m. in the Council Chambers.

5) PUBLIC HEARING – ORDINANCE 1168-206 – WEST 10 CORPORATE CENTER PAD – Z-05-15

A public hearing and consideration of an ordinance rezoning from AG (Agricultural) to PAD (Planned Area Development), 43 acres located on the southeast corner of 107th Avenue and McDowell.

Dean Svoboda, Planning and Building Services Director, explained the property has been zoned agricultural since annexation. He stated the surrounding area for the most part has PAD zoning and is in the process of transitioning to a development. He said the General Plan shows the subject property for freeway commercial use and the property is considered an important part of the core area that they hope to have developed with fairly intensive uses in the future. He explained the conceptual master plan for the proposed development is broken into two phases, a 25 acre office park and a 17 acre mixed use commercial district. He stated they are intended to be developed as a single development, but with two very distinct sub-area characters. He said the office park is intended to emphasize future employment with office and support type uses. He stated the mixed use commercial district is intended to accommodate a retail character that supports the employment and office park while allowing employment uses and hotels. He pointed out the site will be accessed from a number of different driveways and streets and will front onto McDowell Road as well as 107th and 103rd Avenues. He reported all of the existing perimeter streets are currently constructed. He said the access plan from McDowell Road is consistent with the city's proposed improvement and median plan for McDowell Road and there will be three private streets with access to McDowell Road and one with access to 107th Avenue in the office park area. He stated full turning movements are anticipated along McDowell Road; although turning movements on 107th Avenue have not been finalized. He said, while they know right in and right out only movements will be permitted on 107th Avenue, they believe full turning movements will be allowed once the traffic study is completed.

Mr. Svoboda explained the mixed use commercial district is intended to be more fluid and, whereas the office park will develop as individual parcels, the mixed use commercial district will be master planned. He stated the master site plan will come back before the City Council for approval and, once approved, the individual sites will be approved administratively. He pointed out two existing traffic signals will serve the site and they anticipate the warrant study will be met for a third signal at North Harbor Shores Boulevard.

Mr. Svoboda said the proposed uses for the office park will be primarily employment oriented with a variety of professional business and medical offices. He noted limited retail and service uses will be allowed if they are vertically integrated into a multi-story building. He stated full service restaurants, hotels, and brew pubs will be permitted in stand alone buildings as will child care centers subject to Conditional Use Permit approval. He stated no residential uses are associated with the office park. He explained the mixed use commercial district is somewhat broader, including a mix of office, employment, hotel, retail and service uses. He said multi-family residential dwellings will be allowed subject to a Conditional Use Permit if vertically integrated with permitted uses in a multi-story building. He pointed out there will be a maximum of two drive-thru facilities permitted, subject to Conditional Use Permit. He stated health and fitness centers, child care centers and auto rental and leasing will also require a Conditional Use Permit. He said the types of retail uses are well defined in the PAD and a number of uses have been specifically prohibited, including traditional neighborhood convenience uses, any use with outdoor storage and displays, and sexually oriented businesses. He said smaller retail establishments, gas stations and auto related service uses will also be prohibited.

Mr. Svoboda reported the development standards are very similar to those seen with other PAD's in the corridor. He stated all setback requirements meet the standards and the Freeway Corridor Specific Plan. He said the maximum building height will be four stories; although there is a provision that will allow the number of stories to increase in the event the city amends its general plan. He stated the minimum building height for the office park will be two stories, with the exception of the freestanding restaurant buildings and child care uses.

Mr. Svoboda stated the applicants included a number of general images in the PAD, noting they are not intended to reflect specific design features but to represent the quality and types of design features to be included. He said the PAD includes some general design guidelines as they relate to materials, building articulation, and so forth, but the PAD is intended to be representative rather than specific as it relates to the design guidelines. He stated the same is true with the mixed use commercial.

Mr. Svoboda said the sign package proposed with the PAD includes a wide variety of signs, both for individual business identification and multi-tenant signs. He stated there is a proposal for two freeway pylon signs. He referenced a rough sketch of the proposed sign locations, specifically pointing out the location of the two freeway pylon signs.

Mr. Svoboda reported the Planning Commission reviewed the case on January 19 and recommended approval subject to 18 stipulations. He said staff has worked diligently with the applicant since that time and has modified some of the stipulations. He noted the stipulations were further modified since Council received its information packet. He referenced a handout dated February 21, stating it contains a revised recommendation from staff and 27 recommended stipulations. He said staff and the applicant are in complete agreement in terms of the stipulations, with the exception of one policy issue. He said, assuming the Council finds the stipulations to be appropriate, staff believes the project meets all of the findings for rezoning approval, is in substantial conformance with the city's General Plan and Specific Plan, will result in compatible land use relationships, and will meet the objectives for the McDowell Road corridor. He said the only issue the applicant raised with regard to the stipulations is related to the freeway pylon signs. He explained the city's standard zoning ordinance sets the playing field at 30 to 40 acres for a commercial center and it indicates that one freeway pylon sign is appropriate given the size of the proposed development. He said the intent of the ordinance was to accommodate major regional shopping centers with a large number of tenants. He stated the subject development does not fall within those guidelines, with the site totaling just over 40 acres. He pointed out, once divided, they end up with a 25 acre office park and a 17 acre mixed use commercial district. He said staff is fairly sure the ordinance never anticipated this type of development and there is no clear guidance on the issue. He stated staff has had lengthy discussions with the applicant and believes there are good reasons to hold to a single pylon sign. He said, however, staff also believes there are good reasons to allow separate pylon signs for each component of the development. He said the issue essentially comes down to a policy decision on the part of the Council.

Mayor Rogers opened the meeting up for public hearing on this item.

Bill Lowely, applicant's representative, commended Mr. Svoboda and his staff, stating they did a great job of putting their goals and concept for the site into writing. He urged the Council to support the project as proposed, subject to the change to the number of pylon signs. He expressed their position that they meet the intent of the zoning ordinance in that it is a large commercial site located along I-10, adjacent to a road of regional significance. He stated, however, it is more than a commercial power center. He said it is a unique piece of property that mixes not only typical retail commercial, but hotel, support retail and, potentially, residential lofts. He stated, while the office park and mixed use commercial components are cohesively designed, they are two separate sub-areas that deserve separate pylon signs.

Bruce Wood, applicant's representative, introduced the owner of the property, noting Mr. Park owns a home in Surprise. He said the applicant has a number of developments in the Oregon area, but has always been interested in the Phoenix market. He stated the 45,000 square foot office building will come to the Council in April, noting they have a letter of intent for a good portion of the space. He stated they also have just entered into their second building which measures 90,000 square feet. He stated immediately upon purchasing the property they spent about $3 million on infrastructure, improving McDowell Road and moving forward with initial designs. He stated, with the exception of the pylon signs, they agree with all of staff's recommended stipulations. He explained their position that each separate district deserves its own pylon sign, noting the pylon signs could be the difference between landing and losing a major tenant.

No additional public comments were received. Mayor Rogers closed the public hearing.

Council Member Lynch said it is well known that she is not a proponent of the city's Freeway Corridor Plan not to mention the city's lack of a plan for southern Avondale. She stated the proposed project represents an incredible plan and opportunity. She asked how soon they will look at the ordinance to increase the height limits. Mr. Svoboda stated there are essentially two issues, with the first being that the building height limitations are more or less set by the Freeway Corridor Specific Plan, with the maximum height along Avondale Boulevard being 10 stories and along the remainder of the corridor being four stories. He said staff has initiated a General Plan Amendment and will be discussing it with Council in a work session in the near future. He pointed out the Council's schedule typically requires that they hear major amendments in August. He said the second issue does not require a General Plan Amendment, but does require a sign ordinance amendment. He said the height of pylon signs was discussed with Council both in an open hearing and in a work session and an application has been initiated. He said staff is currently doing research, explaining they are concerned about ensuring the council has a good understanding of where the freeway exists in relationship to grade, the possible height of the signs and the proportions of the signs. He stated it is staff's intent to seek professional assistance with regard to the proportions of the signs and to bring the issue before Council in late spring or early summer. Council Member Lynch said the city appears to be struggling and in so doing is hindering similar development coming to the city. She asked if the General Plan amendment and sign ordinance amendment are ultimately approved, will the applicant be able to change their signs. Mr. Svoboda responded yes, stating they might have to amend the PAD to address the sign height. Council Member Lynch said it does not make sense to drive down the freeway and not be able to see the signs because they are too far down.

Council Member Lynch suggested they add a stipulation prohibiting overnight parking of tractor trailers.

Council Member Lynch said the Planning Commission discussed whether or not the cross street should be a reliever street for McDowell. She expressed her opinion doing so would be the worst thing they could do to the project's design. She stated the project belongs in the proposed location.

Council Member Lynch mentioned a feeder road off the Loop 101 and I-10 that runs behind the subject property, stating Planning and Zoning toyed with the idea of providing access to that road from the back. She said she would like the city to give the idea some consideration because she envisions traffic going up to 99th Avenue, turning left and coming down to make a left turn into the development. She said the situation will result in stacking. She said forcing traffic to 107th also creates a problem because it is restricted to right in/right out only movements. She encouraged staff to be creative and to talk with ADOT, SRP and the developer to see if there is any probability of bridging the canal. Mr. Svoboda stated there was extensive discussion during the Planning Commission meeting about the possibility of a frontage road. He explained the dimensions of the property would make such an idea difficult, noting staff has considered several opportunities to construct a freeway frontage road or some variation of one. He said once they

start carving up the properties, there are few places where a frontage road will work. He explained a frontage road would so constrain the property that the buildable area becomes less than optimum. He noted staff briefly looked at the subject site and felt it might meet the criteria for access, but fear it could further complicate traffic movements on the site. He said there is a good likelihood full turning movements will be permitted at 107th Avenue and, given the number of drivers along McDowell Road, the development has the opportunity to fully utilize the median plan.

Council Member Lynch said she is glad to see staff is willing to at least consider two pylon signs. She said she would like the applicant to be allowed to advertise on the pylons and use graphics during construction to attract potential tenants to the site. Mr. Svoboda stated the stipulation that has been included will allow at least one of the tenant panels to be used to market the site. He explained staff was concerned about opening the pylons up for advertising purposes since they do not know the final design of the pylons, pointing out the signs could be there for a fairly long time. Council Member Lynch expressed her opinion it will be worth it given the development they will end up with.

Vice Mayor Wolf pointed out there is no current off ramp to the freeway between 103rd and 107th Avenues. He expressed his opinion staff came too quickly to the conclusion that the frontage road concept will not work. He pointed out the road coming off McDowell, by default, could not be at the off ramp for 107th Avenue if the applicant wanted to extend it to a T. He said they do not need an interior frontage road in that area, but access to the office park from that location will be exceptional. He suggested staff remain open to the idea during site plan review. Mr. Svoboda pointed out nothing in this evening's approval will prevent staff from looking into the issue further. He noted the final decision will be ADOT's.

Vice Mayor Wolf agreed building heights in that area are too low, stating they need to work with the applicant to provide them with more office space, particularly given the quality of the development. He said he has always supported increasing the heights of the pylon signs, stating the signs are difficult to see coming east on I-10. He stated the area represents an opportunity for two very different uses and the city needs to provide property owners with the ability to identify the different uses. He recommended the two signs be differentiated if possible. Mr. Svoboda clarified both sub-areas will be subject to a master sign plan before development, noting the master sign plan might be incorporated into the overall master plan for the mixed use commercial district.

Vice Mayor Wolf agreed with Council Member Lynch's suggestion to add a stipulation prohibiting overnight parking of tractor trailers. Mr. Svoboda said the applicant has indicated no objection to the additional stipulation. He suggested the stipulation read, "The overnight parking of semi-tractor trailers shall be prohibited."

Council Member Weise suggested the pylon signs for the two different areas reflect their different uses.

Council Member Weise expressed his opinion Avondale lacks good quality restaurants. He asked the applicant if a higher quality restaurant is a possibility. Mr. Lowely responded yes, agreeing the restaurant demand is underserved. He said they envision a restaurant similar to the Macaroni Grill or a steak house, stating they consider the restaurant to be a marketing point for the office park.

Council Member Weise said he likes the residential component of the project.

Mayor Rogers agreed they should increase the height of pylon signs. She said she also supports the addition of the stipulation concerning overnight parking.

Mr. Svoboda noted Stipulation 20(a) should be revised to read, “A maximum of two freeway pylon signs shall be permitted.”

Andrew McGuire, City Attorney, read Ordinance No. 1168-206 by title only. Council Member Lynch moved to approve the ordinance, subject to the 27 stipulations recommended by staff, modifying Stipulation 20(a) to read, “A maximum of two freeway pylon signs shall be permitted” and adding a Stipulation 28 which reads, “The overnight parking of semi-tractor trailers shall be prohibited.”. Council Member ___ seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Scott	Aye
Council Member Buster	Aye
Mayor Rogers	Aye
Vice Mayor Wolf	Aye
Council Member Lynch	Aye
Council Member Weise	Aye

Motion carried unanimously.

EXHIBIT D

West 10 Corporate Center
Planned Area Development
2-8-06

I. Introduction
Parkland Development Company plans to develop an approximate 43-acre site at the southeast corner of 107th Avenue and McDowell Road (the "Property"). See ***Figure 1*** Vicinity Map and ***Figure 2*** Legal Description of the Property. This Mixed-Use development will include a variety of commercial and employment uses including office, hotel, restaurant, and retail that support both the Avondale General Plan and the Freeway Corridor Specific Plan. The project consists of two distinct areas: a 25.2 acre Office Park and a 17.5 acre Mixed-Use Commercial District.

II. Request
This request is to rezone the site from the AG zoning to a Planned Area Development (PAD) to specifically allow the uses proposed in section VIII of this document.

III. Background
This Property was annexed into the City of Avondale from Maricopa County in 1986. Comparable rezoning was established which designated this property as Agricultural (AG). There is no previous case history for the property.

IV. Site Context
The Property has excellent access and visibility from Interstate 10 Freeway on the south, 107th Avenue on the west, McDowell on the north and 103rd Avenue on the east. Freeway access will be provided to the site from the 107th Avenue and I-10 Freeway interchange located in the southwestern portion of the property. 103rd Avenue will be extended south along the east property and culminate in a "T" intersection within the Property, which will then be accessible from this site as well as the property to the east.

V. General Plan Conformance
The City of Avondale General Plan and Freeway Corridor Specific Plan identify the site as Freeway Commercial. This designation allows flexibility for development of regional retail, entertainment, office, and employment uses. This application is wholly consistent with the Freeway Commercial land use designation. One of the primary goals of the Freeway Corridor Specific Plan is to "establish a distinctive image for the Corridor and the City of Avondale." The proposal includes the established street tree theme of Southern Live Oak along McDowell Road. The repetitive use of this particular tree will establish a consistent landscape theme to differentiate McDowell Road from other arterial streets in the City

One of the key elements of the Freeway Corridor Specific Plan is the designation of a "regional commercial node" within the Freeway Corridor area. This designation encourages intense land uses such as business parks, hotels, and related commercial uses. This proposal includes a request for an increase in height allowance to allow the type of intense land use outlined in the Freeway Corridor Specific Plan.

The Freeway Corridor Specific Plan outlines required findings for approval of increased height. In accordance, this proposal includes the following:

a. The proposal conforms to the intent and objectives of the Freeway Corridor Specific Plan to create a regional commercial and office corridor with a destination identity along Interstate 10.
b. The request meets the corridor design standards and principles.
c. The request supports the Boulevard streetscape concept and provides street and landscaping improvements, which meet or exceed the minimum requirements.
d. The project provides a mix of land uses, which include office, retail, restaurant, hotel and integrated residential uses.
e. Extraordinary architectural and design criteria are included to ensure quality development.
f. The project maintains a "pedestrian friendly" atmosphere by providing pedestrian plazas and enhanced pedestrian walkways.

VI. Infrastructure

1. Circulation

Primary access to the Property is provided by the I-10 Freeway, 107th Avenue, McDowell Road and 103rd Avenue.

McDowell Road and 107th Avenue are designated as major arterial streets; 103rd Avenue is designated as a collector street and will be extended into the Property as noted above. The internal loop road identified on ***Figure 4*** with access from 107th Avenue, 103rd Avenue and from McDowell Road will be publicly dedicated roads. Connection between 107th and 103rd Avenues will be accomplished with an east-west road bisecting the site as depicted on ***Figure 4.*** The final alignment of the spine road through the Mixed-Use Commercial Center will be approved during site plan approval. Roadways labeled as possible future circulation will be identified during site plan approval for this area of development. Typical roadway cross-sections are identified on ***Figures 12*** and ***13,*** with locations identified on ***Figure 5.***

Access points are shown on ***Figure 4***, with the type of access identified for each point. A public connection to McDowell Road will be provided at N. Harbor Shores Boulevard. Three additional connections to McDowell Road will be provided as shown on ***Figure 4.*** The three major access points on McDowell Road are identified as full access due to the already planned roadway median improvements for McDowell Road. The access points on 107th and 103rd Avenue is restricted.

Pedestrian linkages and connections will be provided throughout the site with the use of sidewalks and pedestrian areas. Pedestrian connections across roadways will be delineated with alternative paving materials such as pavers or stamped or colored concrete. Appropriate shading will be provided by a combination of building overhangs, shade structures, canopies and landscaping.

A traffic study for the entire site shall be submitted for review and approval by the City Engineer. The traffic study will address left turn access from McDowell Road as well as right-in and right-out movements along 107th Avenue. The purpose of the traffic study will demonstrate safe turning movements and traffic flows.

2. Utilities

All utilities will be developed with the roadway and site improvements and placed underground. Water and wastewater service will be provided by the City of Avondale. Stub-outs will be provided for the development of the northern parcels from McDowell Road or 107th Avenue. Water service for internal parcels on the southern portion of the site will be serviced from an internal City water loop in a dedicated easement contiguous with an internal street traversing the site from west to east. The final location of the Public Utility Easements will be determined at the time of final Site Plan Approval.

Initially, the roadway and public water line will enter from 107th Avenue run east and loop north to McDowell Road as shown on ***Figure 6***. The utility lines and roadways depicted on ***Figures 5 and 6*** are intended to be publicly dedicated. Future extension of the water line will be dependent on the placement of the remaining roads as the site develops. Future roadway alignments will be approved in subsequent site plan applications.

To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources (ADWR) prior to the issuance of any building permits. Any surface water rights shall be allocated to the City of Avondale prior to any building permits. Any existing or unregistered wells on site shall be abandoned using the ADWR well abandonment rules.

Qwest will provide telephone service. Trash collection will be provided by private collection agencies. SRP will provide electric service.

3. Grading and Drainage

The Property will be responsible to provide onsite storage for runoff from a 100-year 2-hour storm event through the use of shared retention. The Property will also be responsible for collecting adjacent half-street runoff. The developer will investigate use of ADOT freeway right of way for shared retention, however, even if off site retention is available, "first flush" retention will be held within the Property.

4. Maintenance

The Property owner(s) will provide maintenance of the proposed individual parcels in a manner that provides a neatly trimmed, cultivated and litter free site, including any contiguous landscape areas up to the back of the public sidewalk and any landscape areas within the right of way between the public walk and street edge. CC&Rs that address the maintenance responsibility will be recorded prior to final plat approval. All public streets and sidewalks will be maintained by the City of Avondale.

5. Phasing

The Property will be developed in phases, the first of which will include a 7.97 acre parcel located within the Office district along McDowell Road and identified on ***Figure 5.*** The roadways adjacent to the first phase of development will be developed as required to provide proper circulation. Phase 1 will likely include the construction of the main drive aisle from McDowell Road. Specific improvement plans will be provided in the Master Site Plan or Individual Site Plan application for phase 1. Landscaping along McDowell Road and the new main drive aisle will be constructed in phase 1. Retention for phase 1 will be handled by retention basins within the landscape track along the roadways. If additional retention is needed, a temporary basin will be constructed adjacent to phase 1.

Subsequent development will be phased accordingly, with landscaping, roadway improvements, retention and utilities constructed as required by each phase. Details of each will be provided at site plan approval. Final retention will be handled by retention basins located throughout the Property, with the addition of underground storage if necessary.

VII. Development Plan Approvals

1. Land Use Development Map

The Proposed Land Use Development Map (the "Development Map") is included as ***Figure 3***. The Development Map identifies the two distinct areas: a 25.2 acre Office Park and a 17.5 acre Mixed-Use Commercial District.

2. Master Site Plan

A Master Site Plan for all areas of development shall be required. In no event shall a Master Site Plan encompass less than five (5) gross acres. All Master Site Plans shall be reviewed by the Planning Commission and approved by the City Council.

3. Individual Site Plans

All individual site plans shall be in conformity with this PAD and Zoning Ordinance of the City of Avondale. In instances where requirements of the PAD and the Zoning Ordinance differ, the PAD shall govern.

Individual site plans within the Office Park sub-area shall be reviewed by the Planning Commission and approved by the City Council. Prior to or concurrent with the first individual site plan, the following master plans shall be submitted for the Office Park sub-area for staff review and approval: master grading and drainage plan, master water and sewer plan, master landscape and streetscape plan, master infrastructure phasing plan, and master sign package.

A master site plan and a master sign package for the Mixed Use Commercial Area shall be submitted for City Council review and approval prior to or concurrent with the first individual site plan for the area.

4. Subdivision Plat

A subdivision plan will be prepared for City Council review and approval prior to the issuance of a certificate of occupancy in the Office Park sub-area.

5. Amendments

As each area develops, the Development Map or Master Site Plan may need to be amended or updated. Areas submitted in one Development Map or Master Site Plan may be amended by inclusion in a subsequent Development Map or Master Site Plan.

A. Changes to the Development Map shall be governed by Section 605 of the Zoning Code regarding amendments to the PAD.

B. Changes to Master Site Plans that: (i) increase overall traffic by more than twenty percent (20 %); (ii) increases building square footage by more than twenty percent (20 %); or (iii) alter the character of the Land Use Development Map (including significant changes to approved building architecture or materials) will be considered Major Amendments, and shall be reviewed by the Planning Commission and approved by the City Council. All other changes are Minor Amendments and shall be reviewed

and approved administratively by Staff. The property owner may appeal Staff decisions on minor amendments to City Council.

VIII. Land Uses

1. *Mixed-Use Commercial District*

The Mixed-Use Commercial District includes approximately nineteen and a half (19.4) gross acres of the eastern half of the Property as shown on ***Figure 3.*** The purpose of this district is to provide a mix of office, hotel, commercial, and residential uses to promote quality businesses, regional shopping, restaurant, and hotel development that will serve the existing and future residents in the region and will support the adjacent Office Park area. Office employment and hotels are allowed with limited retail and service uses in freestanding or multi-tenant building. Multi-family residential dwellings are allowed, subject to a conditional use permit, if they are vertically integrated with permitted uses in a multi-story building.

A. *Permitted Uses*

- Professional, administrative, corporate, or business offices;
- Medical and dental, offices;
- Restaurants, delis, coffee shops and similar eating establishments (without drive-thru);
- Brewpubs, taverns, and cocktail lounges;
- Copy centers, travel agencies, ticket sales, mail centers and similar business services;
- Employment agencies;
- Hotels with meeting facility;
- Banks and similar financial institutions (without drive-thru);
- Retail sales of new merchandise, gross floor area limited to 60,000 square feet per individual user;
- Medical equipment and supplies, sales and service;
- Optician;
- Dry cleaning and laundry, drop off and pick up only, gross floor area limited to 1,000 square feet (without drive thru);
- Barber shops, beauty shops, nail salons, tanning salons, day spas, and similar personal service uses (not including massage, tattoo, and body piercing studios);
- Pharmacies in multi-tenant buildings (without drive thru);
- Massage therapy and physical therapy; and
- Sale of sundry and convenience items, gross floor area limited to 1,000 square feet (without drive thru).

B. Uses Subject to Conditional Use Permit

- Health and fitness centers;
- Banks and similar financial institutions (with drive-thrus);
- Restaurants, coffee shops, delis and similar eating establishments (with drvie-thrus);
- Auto Rental and leasing (no rental vehicles stored on site);
- Retail sales of new merchandise, gross floor area greater than 60,000 square feet per individual user;
- Multi-family residential dwellings when integrated with other permitted uses and located above the first floor in a multi-story building; and
- Child Care Centers

C. Accessory Uses

- Outdoor dining;
- Parking structures; and
- ATMs.

D. Prohibited Uses

- Convenience stores;
- Gasoline sales;
- Automotive parts and supply, tire stores, auto repair and carwashes;
- Freestanding pharmacies;
- Non-chartered financial institutions including check cashing services;
- Bail bondsman;
- Pawn shops;
- Plasma Centers;
- Thrift Stores;
- Outdoor storage of vehicles, equipment or materials;
- Outdoor display;
- Sexually oriented businesses;
- No more than two uses with drive-thrus; and
- Any use not expressly permitted herein.

All activities shall take place within enclosed buildings. There shall be no off-site impacts such as odor, dust, noise, vibration, discharge, or glare that would be objectionable or incompatible with nearby users.

2. Office Park

The Office Park includes approximately twenty-eight (28.2) gross acres of the western half of the Property as shown on ***Figure 3.*** The purpose of this district is to provide employment uses within a planned office district environment that provides for office and service uses with supporting restaurant, commercial, and

hotel. Office employment is the primary use. Limited retail and services are allowed if they are vertically integrated into multi-story buildings. Full service restaurants, hotels and brewpubs are permitted in standalone buildings. Residential uses are not permitted.

A. Permitted Uses

- Professional, administrative, corporate, or business offices;
- Limited retail sales of new merchandise and service uses if vertically integrated into multi-story buildings;
- Medical and dental, offices;
- Health clinics;
- Medical and dental laboratories;
- Research and development, medical research, high tech and bio-tech research and applied technology uses;
- Banks and financial institution without drive-thru;
- Full service restaurants without drive-thru;
- Brewpubs;
- Hotels and meeting facility;
- Public or private colleges, universities and business schools without on-site student housing, excluding trade or vocational schools;
- Child Care Centers in single story buildings; and
- Full service restaurants in single story buildings.

B. Uses Permitted within Multi-Story Buildings

- Dry cleaning and laundry, drop-off and pick-up only, gross floor area limited to 1,000 square feet (without drive thru);
- Copy centers, travel agencies, ticket sales, mail centers and similar business services;
- Self-service restaurants, coffee shop, delis and similar eating establishments (without drive thru);
- Taverns, Bars and Cocktail lounges;
- Employment agencies;
- Sales of sundry or convenience items, gross floor area limited to 1,000 square feet (without drive thru);
- Massage therapy, physical therapy;
- Optician;
- Medical equipment and office supplies;
- Pharmacies (without drive thru); and
- Office Supply stores, gross floor area limited to 5,000 square feet.

C. Uses Subject to Conditional Use Permit

- Surgery center;

- Emergency medical center;
- Medical equipment and supplies, sales and service;
- Banks and similar financial institutions within a multi-story building (with drive-thru); and
- Child care centers within a multi-story building.

D. Accessory Uses

- ATMs;
- Outdoor dining;
- Light Manufacturing, fabrication and assembly of small components when incidental to a permitted use; and
- Parking Structures.

E. Prohibited Uses

- Non chartered financial institutions including check cashing services;
- Bail bondsman;
- Pawn shops;
- Plasma centers;
- Thrift stores;
- Outdoor storage of vehicles, equipment or materials;
- Outdoor displays;
- Sexually oriented businesses;
- Vehicle rental and leasing; and
- Any use not expressly permitted herein.

All activities shall take place within enclosed buildings. There shall be no off-site impacts such as odor, dust, noise, vibration, discharge, or glare that would be objectionable or incompatible with nearby users.

IX. Development Standards

All development shall comply with the City of Avondale Zoning Ordinance unless modified in the PAD herein. In the event the text of the Zoning Ordinance and this PAD differ, the PAD shall prevail. These development standards shall apply to development within the PAD

1. *Lot Development Standards*

Minimum Lot Width and Area:	None
Setbacks:	
Front from McDowell Road	40' to parking, 30' to building
Front from all other streets	20' to parking, 20' to building;

Interior side	None (shall comply with building code)
Rear yard	None (shall comply with building code)
Freeway	20'- to building or parking
Maximum Building Height:	4 stories
Minimum Building Height:	Two stories for development within the Office Park, excluding free standing restaurant buildings.
Lot Coverage:	No maximum subject to meeting minimum development standards including parking, landscaping, and setback requirements.

2. Lighting

In addition to the following requirements, all lighting of the sites shall comply with Section 707: *Outdoor Lighting*, of the City of Avondale Zoning Ordinance. Included at ***Figure 7*** is a Lighting Exhibit.

- Accent lighting of selected architectural, landscape and/or hardscape features will be allowed and is encouraged. Said lights shall be fully shielded.
- Exterior fixtures will be located and oriented to focus light inward from the edge of each parcel.
- All primary light fixtures shall be metal halide.
- The design of lighting fixtures and their structural support shall be of a scale and architectural design compatible with on-site buildings.
- Fixtures that illuminate large areas from a single source are prohibited.
- Pedestrian scale lighting features shall be provided in areas designed for pedestrian activities such as plazas, courtyards, pathways, and seating areas but excluding parking only areas. Such pedestrian lighting fixtures will complement the general architectural style of the development.
- The use of decorative wall-mounted sconces or light fixtures is encouraged.
- All lighting shall be directed down.

3. *Screening*

Where screening is required by development regulations, a combination of elements shall be used including solid walls, berms, and landscaping. The method of screening shall be architecturally compatible with the adjacent building in terms of materials and colors and shall be consistent with Sections 609.3 and 609.5 of the Avondale Zoning Ordinance. Trash enclosures, service facilities, and loading areas will be sited away from project entrances and major circulation aisles.

A. Parking Areas

All parking areas shall be screened from McDowell Road and 103rd and 107th Avenues by a minimum three (3) foot high wall, landscaping or a berm, or combination. Internal roads within the Property that will be dedicated as future public roadways will be screened consistent with the street cross-sections included at ***Figures 10-13.*** Screen walls shall be commercial grade and designed to complement the design of the adjacent buildings.

All parking areas adjacent to McDowell Road shall be screened from the right-of-way by a combination of landscape berm and screen wall. Walls may not be used for more than 25% of the total frontage of the parking lot along McDowell Road. This does not include screening of drive-thru lanes or other areas required to be screened by walls.

Although the Avondale Freeway Corridor Specific Plan (the "Specific Plan") requires screening along McDowell Road to be a minimum height of four (4) feet and screening adjacent to Interstate 10 to be six (6) feet, the applicant is proposing a minimum height of three (3) feet for all parking lot screen walls.

A height of three (3) feet has been proven to be a sufficient height in order to screen any vehicle headlights, and is a requirement by section 503 (D) of the Avondale Zoning Ordinance. A requirement for a taller wall is not consistent with the high density commercial nature of the Freeway Corridor.

McDowell Road has no unique features that would justify a taller screen wall. Additionally, a taller screen wall will detract from the unique, high-quality development planned on this Property. Attention has been paid to the landscaping and architectural design of the development, and additional screening will only detract from the quality of development

and create a walled-in tunnel affect in an area that is planned as a commercial, retail and employment core for the City.

Additionally, increased screening adjacent to Interstate 10 is not warranted or justified. Interstate 10 sits at a higher elevation than the Property, and approximately 250 feet away from the Property line. The service road north of Interstate 10 is approximately 150 feet from the Property line at the narrow point and separated by the ADOT retention basin. The Specific Plan also requires more extensive landscaping for parking areas along the freeway.

Due to the distance from the Property to the Interstate and service road, the elevation change, the speeds of the passing traffic and the increased landscaping requirement, a six (6) foot tall screen wall is not justified. Adequate screening will be accomplished by a three (3) foot screen wall along Interstate 10.

All concrete light pole bases shall be designed to match the standard set forth for the entire development.

B. Service Areas

To alleviate the unsightly appearance of service areas, service areas shall be screened with walls and landscaping. The minimum height of screening of service areas shall be six (6) feet and up to eight (8) feet as required for buildings. To provide additional screening of service areas from all public right-of-ways including Interstate 10, screen walls will be designed with common architectural features that help blend the area with the building design.

C. Utility and Mechanical Equipment

All roof mounted equipment, satellite dishes and ventilators projecting above the roofline shall be either fully recessed or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

No wall-mounted equipment shall be permitted on the front or street sides of any building, except as necessary for hotels. Wall mounted equipment shall be made visually subordinate with architectural features that blend with the design of the main building.

Ground mounted electrical or mechanical equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted between any street and building setback line

Service electrical system (S.E.S.) panels shall be recessed into the building elevation or screened with doors, landscaping, or a solid wall (with landscaping) built of similar building materials and colors of the main development and equal to or exceeding the height of the S.E.S. panel. These criteria shall be reviewed in context with utility company requirements and approved by Staff.

To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.

D. Trash Enclosures

All trash or refuse collection areas shall be enclosed by a minimum six (6) foot wall. All gates shall be opaque and designed to complement the building architecture. Landscaping shall be included around the screen walls. No refuse collection area shall be permitted between any street and the building setback line. All trash enclosures will meet City of Avondale requirements.

E. Stair Wells

All stairwells will be enclosed within buildings or screened from view.

4. *Walls and Fences*

Walls shall be designed to complement the site's architecture. Landscaping used in combination with all walls is required. The Master Site Plan or Individual Site Plan application shall include a wall plan to show the approximate location and architectural theme of screen walls.

Walls and fences shall only be utilized for screening or security purposes. Walls shall not enclose individual parcels. Landscape buffers with a minimum width of six (6) feet are required between individual, separate development sites to provide a transition between uses as determined at the time of Master Site Plan review.

5. *Parking*

Parking shall be provided per Section 804, *Required Parking Schedule*, of the Avondale Zoning Ordinance except for those uses specified as follows:

Hotels	1 space per 1 rental room
Restaurant/Bar within Hotel*	1 space per 200 square feet
Banquet/Meeting Rooms within Hotel	1 space per 300 square feet
Residential	2 spaces per residential unit, 1 covered space required

*Additional parking is not required for a hotel restaurant/bar if it is completely internal to the hotel (no separate entrance) and has no signage on the exterior of the building.

The size of all parking spaces, driveways, parking lot islands, and other improvements in the parking areas shall conform to the City of Avondale Zoning Ordinance. For all parking lots directly adjacent and visible to McDowell Road, a minimum of 15% of the total parking lot area shall be landscaped.

Parking structures are allowed. Parking structures shall be designed to be architecturally compatible with the buildings including, but not limited to, the use of similar colors, materials, and architectural features.

Canopy or shade type parking structures are allowed, but will not exceed 12 cars in length in order to accommodate parking lot landscaping islands at the end of each row of parking. The design of the canopies shall be upgraded through the use of fascia skirts or upgraded details compatible with building architecture and columns painted to match the buildings. Under canopy lighting shall be screened to limit visual distraction from the surrounding environment. Canopies shall be cantilever-type. Canopy or shade structures will not be placed any closer than sixty (60) feet form the Property line along any public street frontage.

Special paving treatments shall be provided at site entrances into parking lots.

X. Landscaping

The goal of the landscape design will be to create a comfortably scaled development with tree lined streets and public spaces, provide a reflection of the architectural character, height and density of the buildings, and enhance the environment with color and excitement. The landscape plant material palette and landscape design will utilize Xeriscape principles to create a visually harmonious, water efficient landscape.

Individual parcel landscaping will enhance and acknowledge each site while complementing and unifying the overall development. All streets will be lined with a street theme tree with accent trees at various locations. Landscape cross-sections are provides at ***Figures 10 – 13***, which identifies the type, size and density of landscaping along the street frontage. The Southern Live Oak, which is the City's street theme tree for McDowell Road will be used along McDowell Road.

A common landscape theme is provided per the palette and design. A common entry feature to include Palms, desert spoons and varied granite colors are provided to announce entries in order of importance, i.e. main, secondary and tertiary. These entrances will be clearly defined by the use of theme trees, groundcover and entry monuments designed to match the architectural theme of the shopping center.

The internal street theme consists of Southern Live Oak trees lining the street with Ruellia shrubs, color groundcover and various accents. This allows for street identity. Perimeter landscaping will consist of specimen trees, drought tolerant flowering shrubs, and groundcover planted in a random fashion. Additionally, a bermed buffer will be provided along the I-10 corridor per the Freeway Corridor Specific Plan.

Along McDowell Road, a streetscape was approved and installed prior to the adoption of the Southern Live Oak being selected as the McDowell Road street tree. It currently consists of an informal arrangement of Dalbergia, Desert Museum, Desert Willow, Mesquite and Sweet Acacia with shrubs and ground covers. The existing streetscape will be enhanced with the installation of the Southern Live Oak tree.

All plant materials shall be automatically irrigated with a 100% automatic, low volume drip emitter system. Irrigation run times shall be seasonally adjusted to maximize water use efficiency. The system shall be zoned for specific water use requirements, with all tree and shrub valve zones being controlled separately.

Plant materials were selected with consideration given to low water use, visual screening, air quality, shading and long term maintenance. Plants were selected from the Arizona Department of Water Resource Low Water plant list. The plant palette is provided as ***Figure 9***.

In addition to the following requirements, all landscaping shall meet the minimum requirements set forth in Section 503: *Landscaping*, of the City of Avondale Zoning Ordinance. Individual parcels will be required to supplement any existing plantings in order to meet the required quantities.

Landscaping shall be used to frame and soften structures. All areas not covered by structures, walkways, plazas or parking areas shall be landscaped. As required by the Specific Plan, a minimum of fifteen (15) percent of the parking lot will be landscaped.

A combination of trees and groupings of large shrubs shall be planted adjacent to structures at the front, side and rear elevations to accomplish the following:

- Accentuate the building design;
- Minimize the impact of large wall surfaces;
- Provide a buffer between building and parking areas;
- Highlight building entrances; and
- Provide solar protection of glazed surfaces.

Trees that are 36-inch box or larger are encouraged at major focal points such as building entries and pedestrian gathering areas.

All plant materials shall be properly pruned to allow the plant to attain their natural shape and form. The irrigation system will be maintained to optimize water efficiency. Use of fertilizers shall be prudent to avoid excessive plant growth, thus reducing water need and unnecessary pruning. All dead vegetation shall be removed within 30 days and replaced.

All planting areas shall receive topdressing of ½-inch select Decomposed Granite as approved for the project development. Color and size of the materials shall be compatible with overall development design criteria. Decomposed granite used in the McDowell Road right-of-way shall match the decomposed granite color and size used in the McDowell Road medians.

If retaining walls in retention basins are necessary, they shall be terraced and landscaped to reduce their visual scale.

All retention basins that are visible from public streets and common open spaces shall be designed to avoid a "bathtub" or linear channel appearance. Highly visible retention basins should be contoured using berms and curvilinear design.

XI. Open Space and Amenities

Useable open space shall be provided in the form of outdoor sitting areas, pedestrian refuge areas, bench seating areas, outdoor plazas, courtyards, featured landscaped areas, walkways and paths. These open space areas shall be included on Master Site Plans as appropriate to project use. The separation of uses is required through placement of planters, street furniture, landscaping, different paving textures, and subtle changes in the ground plane.

The primary entrances to the development will be enhanced with a pedestrian focal point with landscaping and a decorative plaza. The primary entrances' enhancements will be reviewed and approved at with the Master Site Plan and Master Landscape & Streetscape Plan.

Each building shall provide at least one (1) pedestrian refuge area and outdoor plaza. Pedestrian refuge areas shall consist of a minimum of 50 square feet, one (1) seating bench, two (2) trees and six (6) shrubs. Shade canopies may be provided in lieu of trees. Each area shall be separate and distinct.

Each building shall provide at least one (1) outdoor plaza or courtyard. Each plaza or courtyard shall be a minimum of 500 square feet. Plazas or courtyards shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, on-site furniture and shade coverage.

Each building shall provide pedestrian walkways that interconnect with the outdoor plazas. Pedestrian walkways and paths shall have a minimum width of ten (10) feet. Five (5) feet shall be dedicated to landscape planting areas adjacent to the walkway and five (5) feet dedicated to the pedestrian walkway. Walkways or paths that traverse vehicle drive aisles shall be distinguished with specialty pavers or enhanced concrete.

Useable open space shall not include parking lot landscaping.

XII. Site Design

The Property will be designed and developed as a single harmonious development. Consistent architectural and design features will be applied throughout the development to create the sense of a single development. Building placement that creates opportunities for landscape features, plazas, courtyards, and/or outdoor dining is will be provided to help create pedestrian friendly connections. Setback areas may be used to provide space for such areas.

Although the Property contains two distinct areas, the two areas will be literally and visually connected with the use of sidewalks, pedestrian pathways, consistent signage, building colors, materials and design. The primary entrances will be upgraded to include enhanced landscaping, entrance features, signage to create a focal point. Secondary entrances will include many of the same design features on a reduced scale to portray the consistent nature of the development.

Pedestrian connectivity is important to the overall concept of the development. A pedestrian friendly environment will be created with the use of shade structures, landscaped walkways and connections throughout the development, combined with the reduced roadway widths and enhanced streetscape to create a unified, campus-like development.

Buildings are encouraged to be located at or near the front setback line or create a significant visual presence to the street.

XIII. Architectural Design

The provisions of this section seek to create an attractive, high quality mixture of architectural styles with primary emphasis on a corporate, office and business park appearance. Buildings shall utilize creative applications of materials, colors and textures.

The design of each building within the overall development, including complementary uses such as retail, restaurants and hotels, will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose. Overall design of the buildings shall not be restricted to only the architectural styles referred to in Section 609(4)(d) of the Zoning Code.

Materials and colors shall be approved by the City Staff at the time of Master Site Plan or Individual Site Plan review or during individual site plan review. A material board with complete preliminary specifications of finishes, color, and brochures on materials shall be required with Individual Site Plan applications. Included at ***Figures 14 and 15*** are representative images of the building architecture for both the Office District and Mixed-Use/Commercial District.

The desirable architectural design elements for these buildings include:

- Building modulation, indentations and architectural details;
- Building entry accentuation; and
- Four sided architecture.

All downspouts shall be internalized.

Windows and glazing areas should include a variety of shapes, insets, shading devices, accent mullions or other treatments that complement the overall building design.

Building entrances shall be emphasized through the use of building materials, architectural design and specimen landscaping.

The design of each building adjacent to the freeway should consider the speed and direction of travel on the adjacent freeway. Particular design emphasis should be placed on those sides of the building most visible to freeway traffic. False building facades may be used to promote the corporate image on large wall expanses or for non-administrative buildings on the most critical building sides.

Building entries shall be unique and easily identifiable to the pedestrian. Primary entries shall face on to and be oriented to the Boulevard, adjacent sites and transit stops.

1. *Building Massing*

The visual impact of a building depends not only on its size, but also on the relationship between its length, width and height. Also, such features as prominent entries, windows, color and materials are factors in the visual impression of a building.

Building wall articulation is required on the buildings with appropriate details and elements to help create pedestrian scale and a sense of quality.

Retail building frontages shall be pedestrian friendly by providing appropriate shading with the use of building overhangs, shade structures, trellis structures or landscaping.

Reduction of building mass may be achieved by using a combination of the following techniques:

- Variation in the rooflines and form;
- Use of ground level arcades and covered areas;
- Use of protected and recessed entries;
- Use of vertical elements on or in front of expansive blank walls;
- Use of pronounced wall plane offsets and projections;
- Use of focal points and vertical accents;
- Inclusion of windows on elevations facing streets and pedestrian areas;
- Retaining a clear distinction between roof, body and base of a building; and
- False second stories on multi-tenant commercial buildings in the Mixed Use Commercial District.

2. Roofs

All pitched-roof structures should be roofed with pre-cast "color-thru" flat concrete tile. Flat roofs shall be an earth-toned non-reflective material.

Variations in rooflines, one-way parapets or other significant roof or canopy forms shall be used to reduce the scale of commercial and industrial buildings. Roof size, shape, material, color and slope should be coordinated with the scale and theme of the building. Parapets for concealing flat roofs shall feature three dimensional cornice treatments or other similar details that enhance the building architecture. Where not used in conjunction with other roof elements, parapets should vary in height.

The size of all roof elements shall be appropriate to the size and scale of roofing materials used.

3. Elevations / Walls

Particular attention to detail shall be given to all sides of buildings so that the main architectural theme/style is articulated on all sides. Materials shall be carried from the main elevation throughout the entire design of the building.

A. Approved Exterior Wall Material: Common clay brick, granite, marble or other natural stone, concrete masonry units (provided that surfaces are painted, stained or have attractive exposed aggregate which must be approved as to color and texture) and shall have architectural relief, architectural metal, and stucco or plaster (synthetic systems simulating stucco or plaster are permitted) provided that finishes must be smooth, sand, or ceramic tile. Concrete may be allowed provided that the building is highlighted with architectural features that create a corporate image. All exterior wall materials and design shall be approved by City Staff.

B. Approved Exterior Wall Colors: All exterior walls shall be painted, stained, or integrally colored in non-reflective, neutral desert or earth tones. Accent colors found in the native desert palette are encouraged to provide design interest and diversity. All colors and combinations of colors, as well as color scheme for each elevation, must be reviewed and approved by the City of Avondale prior to construction.

C. Materials and Colors Not Permitted: Wood (except for very limited amounts of trim), exposed plain concrete block, corrugated metal and pre-engineered metal sided buildings are not allowed. Bright colors such as orange, red, blue, green, yellow, purple and the like (unless specifically approved for use as limited accents) are not allowed.

Representative images (***see Figures 14 and 15***) are attached to indicate a general level of quality and design for each district. These images do not relieve applicants of meeting any of the requirements of this PAD or other applicable ordinances or codes.

4. Entrances

All buildings shall have clearly defined customer entrance(s) incorporating elements such as:

- Canopies or porticos;
- Overhangs;
- Recesses/projections;
- Arcades;
- Raised corniced parapets over the door;
- Peaked roof forms;
- Arches;

- Entrance framed by outdoor pedestrian features or enhanced landscaping;
- Architectural details such as tile work and moldings integrated into the building structure to frame the entryway;
- Integral planters or wing walls that incorporate landscaped areas and/or sitting areas; and
- Enhanced pedestrian surfaces.

All buildings adjacent to McDowell Road shall have entryways that are unique and easily identifiable. Significant architectural faces of the buildings shall be oriented toward McDowell Road.

5. Drive-Thru Facilities

All drive-thru facilities shall appear as an integral part of the primary building including canopies, wing walls, or architecturally enhanced screen walls. Drive-thru windows shall not be located adjacent to a public street. The method of screening shall be determined at the time of Master Site Plan or Individual Site Plan review.

XIV. Sign Package

These guidelines will ensure design continuity and quality with the West 10 Corporate Center identification signage while allowing an individual projects' architectural uniqueness be applied through materials and finishes.

A master sign package will be submitted for review to the City of Avondale concurrent with the Master Site Plan review for each Sub-Area. Signage for the project is very important and will be unique based on the needs of the site of mixed-uses, and its various windows for signage. The window along I-10 is more than 2,400 lineal feet of frontage, similar is the McDowell frontage and 107th Avenue of approximately 500 lineal feet. This size of a project in respect to frontage, the types of uses proposed and its density make this a unique project to Avondale.

1. Theme and Image

West 10 Corporate Center will be developed with an awareness of the surrounding community, its proximity to other retail and commercial development and it's location within the designated freeway corridor district. Design for all signage elements in the hierarchy of the project will be developed for compatibility with, and accentuating architectural elements. This will include forms, massing, colors, materials, and finishes that complement–not copy the architecture.

2. Freestanding Signs

There will be several types of freestanding signs used throughout the West 10 Corporate Center. The use of these signs will range from project and tenant identification to the directing of traffic flow. These signs will vary in height and area but maintain a consistency through style, color and materials. Please refer to ***Figure 20*** for sign type conceptual designs. Please note that these designs are conceptual and are subject to change as further development of the project occurs.

Primary identification for the project will be established through the use of two (2) corner monuments. These corner monuments will identify the project, being specific to the use of that section of the site (office park or mixed-use commercial). One will be located at the corner of McDowell Road and 107th Avenue, and one at the corner of McDowell Road and 103rd Avenue. In the event that a hotel is located in the interior of the site off of 103rd Avenue, hotel identification will be incorporated into the corner monument at McDowell Road and 103rd Avenue. Signage will be up to eight (8) feet in height and shall not exceed one hundred (100) square feet. With the above exception in regard to hotel signage, these signs will serve as project identification only. Final locations and quantities of these signs will be addressed in the final master sign package.

Along with corner monuments, there will be three (3) entrance/multi-tenant monuments (two (2) for the office park, and one (1) for mixed-use commercial) for the project located at major entrances along McDowell Road and 107th Avenue. The office park signs will serve as project identification and list up to four tenants. These signs will be up to eight (8) feet in height and will not exceed one hundred (100) square feet. Mixed-use commercial, however, will identify the project and up to six tenants. This sign will be up to ten (10) feet in height and will not exceed one hundred (100) square feet. Final locations and quantities of these signs will be addressed in the final master sign package.

Two (2) freeway oriented identification pylons up to sixty-five (65) feet in height shall be located in the allowable freeway corridor location to identify West 10 Corporate Center and up to five tenants each. Being that the freeway frontage is long, and the complex has many uses, this number of signs is necessary to effectively identify the site and occupants therein. One (1) sign will be allocated for the Office/Business Park, and one (1) for mixed-use commercial and hotel if applicable. Consideration to height and legibility will be addressed to mitigate any obstructive views that site elements, DOT elements, other signage and offsite elements may impose.

Signage to identify hotels will be in the form of freestanding monuments. A primary identification shall be located at the hotel's main entrance off of 103rd Avenue. This sign shall not exceed six (6) feet in height and sixty (60) square feet. If necessary, a secondary monument shall be placed at a driveway entrance or adjacent to the hotel. One (1) of each of these signs per hotel project is proposed. Final locations, quantity and necessity of these signs will be addressed in the final master sign package.

Secondary building identification monuments will be used for multi-tenant office buildings throughout the site. These signs will be located on interior streets adjacent to building driveways and be limited to two (2) signs per building. Only the project and building name/address will be displayed on these signs. These secondary monuments shall not exceed five (5) feet in height and twenty (20) square feet. Final locations and quantities will be addressed in the final master sign package.

Project directory and directional signs will be developed to provide wayfinding throughout the forty-three (43) acre site. These signs are very important and will be designed to provide safe, efficient vehicular flow within the established design theme. Directories shall provide direction to specific destinations such as individual buildings, facilities, etc. If a building is a single user, that user's name will be allowed on directory signage. Other buildings will be identified by building/complex name or address. These will be placed at major decision-making points throughout the office park. Smaller directional signs shall provide directions to various locations throughout the site without using individual tenant/building names. The maximum height of project directories shall not exceed six (6) feet in height and thirty-two (32) square feet. The smaller directionals shall not exceed four (4) feet in height and twelve (12) square feet. Final locations and quantities of directory and directional signage will be addressed in the final master sign package.

For projects with drive through services, menu boards, ordering boards, they shall be per the City of Avondale Zoning Ordinance except that such signs shall be monument style.

3. Temporary Signage

Two temporary signs are proposed for the site at McDowell Road and 107th Avenue and at McDowell Road and 103rd Avenue. These signs will serve to identify the site, as well as give a contact number for additional information regarding the project. As the project develops, the various uses (and their locations within site) may change. These temporary signs define the project as a whole, still allowing it's individual elements to develop as needed. Constructed

of quality materials, these signs would be maintained and kept free of damage and graffiti until replaced by permanent signage. Details of the proposed temporary signs are included at ***Figure 18.*** A concept elevation for a temporary sign is detailed in ***Figure 21***.

It is also proposed that temporary graphics be placed on the permanent structure that will ultimately be a freeway pylon sign. This is intended to give additional identification for the project and display contact information visible from Interstate 10. These graphics would be used and maintained until replaced by permanent signage information.

4. Building Signage

A. General Address Number

Address numbers are a critical method of wayfinding for the site. Numbers will be strategically placed for maximum visibility to traffic entering each development in the project. The numerals will be designed and located for visibility, recognition and safety. Future phases' building address numbers will be located in a similar manner and of similar material.

B. General Wall Signage

Tenant identification will be based on the type of use and site location within West 10 Corporate Center. With the complexity of the site layout, clear identification of the individual business will be a key component to an effective wayfinding system. A complete tenant building signage guideline shall be developed that ensures quality design, quality construction through any combination of the following types of signage, and that which is appropriate for the use:

- Internally illuminated, aluminum pan channel returns and retainers and colored acrylic faces;
- Halo-illuminated, aluminum reverse pan channel graphics/letters;
- Non-illuminated, aluminum reverse pan channel, or dimensional flat cutout graphics/letters;
- Aluminum plate or aluminum cast letters; and
- Custom, dimensional and/or architecturally integrated cabinets.

Raceway mounted signs and internally illuminated, acrylic faced box cabinets will be strictly prohibited.

C. General Size and Area

The overall area and sizes of building signage shall be designed to be proportional with the architecture.

Standard design proportions to 70% of the overall height and 80% overall length of building fascia area shall be used. Sign fields shall be delineated at the time of Final Site Plan review for each individual site.

Maximum letter heights for the various locations and uses will also be established for good signage visibility based on street frontages, building heights, and incorporating tenants corporate identification standards. Such maximum letter heights shall be established at the time of Master Site Plan review.

List of Figures

Figure 1. Vicinity Map
Figure 2. Legal Description
Figure 3. Land Use Development Map
Figure 4. Access Nodes and On-Site Circulation
Figure 5. Proposed Public Roadways and Site Phasing
Figure 6. Existing and Proposed Utilities
Figure 7. Lighting Exhibit
Figure 8. Not Used
Figure 9. Plant Palette
Figure 10. Landscape Theme and Roadway Sections (McDowell Road)
Figure 11. Landscape Theme and Roadway Sections (Freeway Frontage)
Figure 12. Landscape Theme and Roadway Sections (Main Interior Circulation)
Figure 13. Landscape Theme and Roadway Sections (Entry Drive)
Figure 14. Representative Images (Office Park)
Figure 15. Representative Images (Mixed-Use Commercial District)
Figure 16. Signage (Wall Mounted)
Figure 17. Signage (Freestanding)
Figure 18. Signage (Temporary)
Figure 19. Conceptual Sign Locations
Figure 20. Conceptual Freestanding Signs
Figure 21. Conceptual Temporary Signs.

NORTH

FIGURE 1
VICINITY MAP

Lots 3 and 4 of Section 5, Township 1 North, range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT any portions lying Westerly and Southerly of the following described line:

Commencing at the Northwest corner of said Section 5;

THENCE South 00 degrees 15 minutes 35 seconds East, along the West line thereof, a distance of 539.97 feet to the point of beginning;

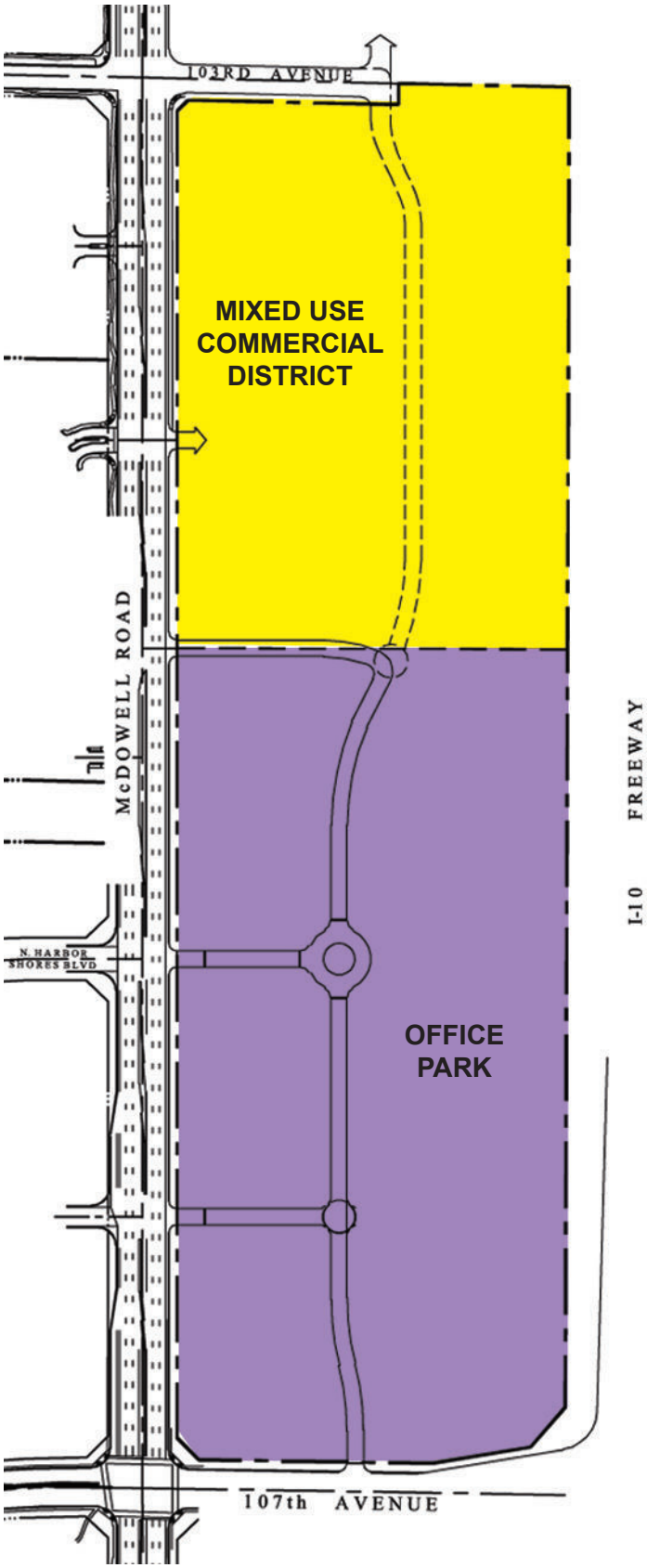
THENCE North 89 degrees 44 minutes 25 seconds East, a distance of 55.00 feet;

THENCE South 10 degrees 31 minutes 07 seconds East, a distance of 187.67 feet;

THENCE South 50 degrees 46 minutes 18 seconds East, a distance of 99.22 feet;

THENCE North 88 degrees 58 minutes 31 seconds East, a distance of 2473.28 feet; more or less to a point on the East line of said Lot 3 and the point of ending.

Area = 2,072,870.00 SF or 47.5866 Acres.



Total Site Area
Gross: 47.6 acres
Net: 42.6 acres

Office Park Site Area
Gross: 28.2 acres
Net: 25.2 acres

Mixed Use Commercial District Site Area
Gross: 19.4 acres
Net: 17.4 acres

NORTH

FIGURE 3

LAND USE DEVELOPMENT MAP

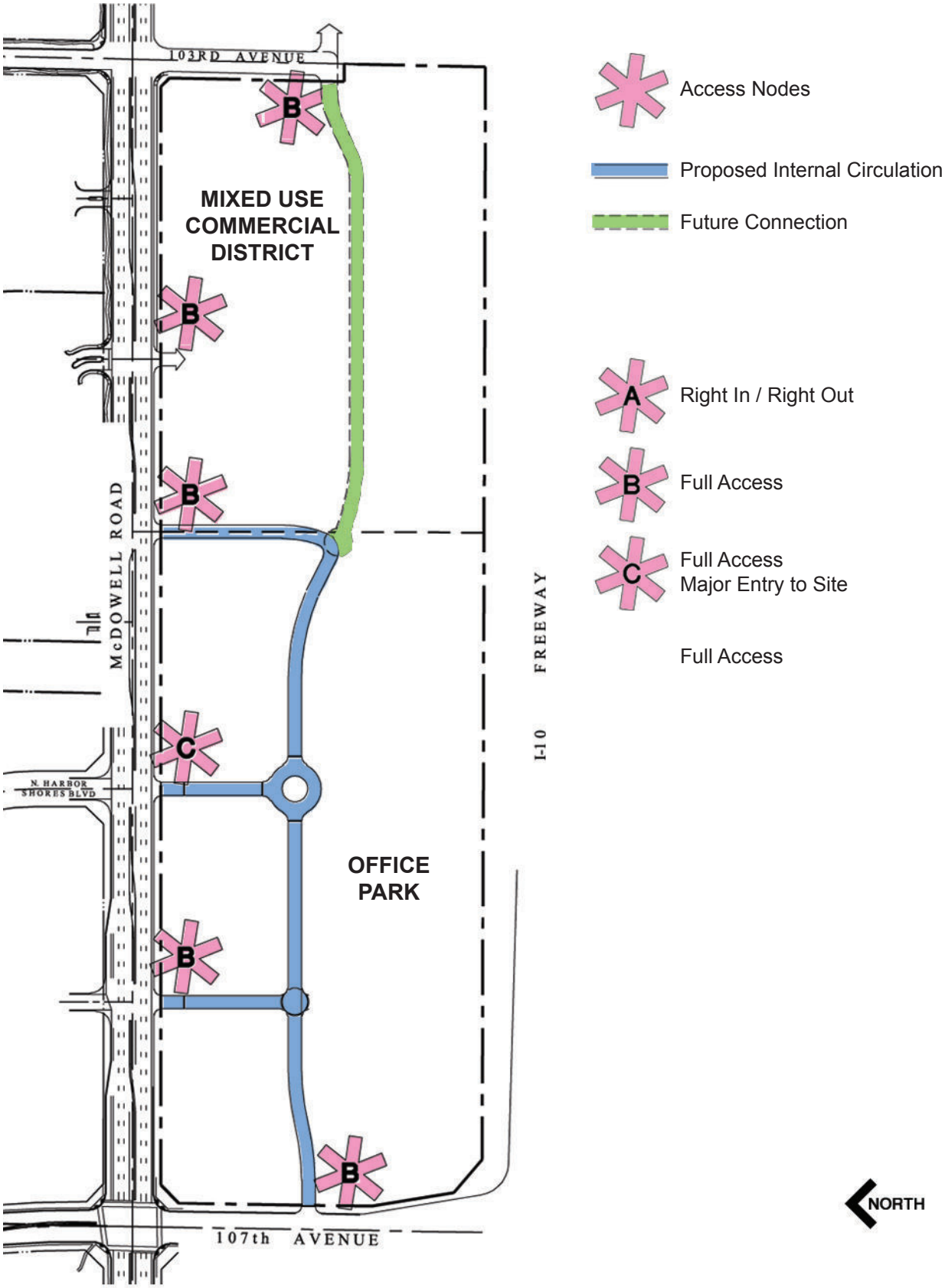


FIGURE 4

ACCESS NODES AND ON-SITE CIRCULATION

EXHIBIT E

ORDINANCE NO. 1168-206

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 43 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF 107TH AVENUE AND MCDOWELL ROAD AS SHOWN IN FILENAME Z-05-15, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, January 19, 2006, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on February 21, 2006.

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

SECTION 1. That ± 43 acres of real property located at the southeast corner of 107th Avenue and McDowell Road as shown in filename Z-05-15 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the "West 10 Corporate Center PAD Submittal" dated received February 14, 2006 except as modified by these stipulations.

2. The required development standards shall be as shown in the "West 10 Corporate Center PAD Submittal" dated received February 14, 2006 except as follows:

   a. Building height shall be limited to four stories; provided, however, that if the City of Avondale Freeway Corridor Specific Plan is subsequently amended to allow building heights greater than four stories in the Corridor Entry Areas, the building height may be increased to the maximum allowed by the Specific Plan.

b. Child care centers may be located in single story buildings in the Office Park sub-area.

3. The allowed land uses in the "Office Park" sub-area shall be as shown in the "West 10 Corporate Center PAD Submittal" dated received February 14, 2006 except as follows:

a. Permitted Uses:

i. Delete "Limited retail sales of new merchandise and service uses if vertically integrated into multi-story buildings"

ii. Delete "Child Care Centers in single story buildings"

iii. Delete "Banks and similar financial institutions without drive-thru

b. Uses Permitted within Multi-Story Buildings

i. Add "Banks and similar financial institutions (without drive-thru)

c. Uses Subject to Conditional Use Permit

i. Delete "Child Care Centers within a multi-story building"

ii. Add "Child Care Centers"

iii. Delete "Banks and similar financial institutions within a multi-story building (with drive-thru)"

iv. Add "Drive thru facilities for banks and similar financial institutions within a multi-story building."

d. Accessory Uses

i. Add "Retail sales when incidental to a permitted office use"

4. Under no circumstances will more than two uses with drive-thrus be approved in the "Mixed Use Commercial" sub-area.

5. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources (ADWR) prior to the issuance of any building permits.

6. The developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

7. The developer shall abandon any existing registered or unregistered wells using the Arizona Department of Water Resources (ADWR) well abandonment rules prior to the issuance of any building permits.

8. A traffic study for the entire property shall be submitted for review and approval by the City Engineer prior to any site plan approvals.

   a. Left turn access from McDowell Road shall only be allowed if the traffic study demonstrates that adequate vehicle stacking will be available on McDowell Road.

   b. Access from 107th Avenue shall be limited to right-in and right-out movements only unless the traffic study demonstrates that full turning movements can be made safely without adversely affecting the flow of traffic.

9. Individual Site Plans within the Office Park sub-area shall be reviewed by the Planning Commission and approved by the City Council.

10. The following master plans shall be submitted for the "Office Park" sub-area for staff review and approval prior to or concurrent with the first Individual Site Plan submittal:

    a. Master Grading and Drainage Plan

    b. Master Water and Sewer Plan

    c. Master Landscape and Streetscape Plan

    d. Master Infrastructure Phasing Plan

11. A Master Sign Plan for the "Office Park" subarea shall be submitted for staff review and approval prior to the issuance of any sign permits for this subarea.

12. A Master Site Plan for the entire "Mixed Use Commercial Area" shall be submitted for City Council review and approval prior to or concurrent with the first Individual Site Plan. Individual Site Plans shall be approved administratively once the Master Site Plan has been approved.

13. A Master Sign Plan for the "Mixed Use Commercial Area" shall be submitted for staff review and approval prior to the issuance of any sign permits in this subarea.

14. Access to McDowell Road and 107th Avenue shall be limited to the locations shown on the "Access Nodes and Onsite Circulation" exhibit (Figure 4) in the PAD submittal. Direct access to individual parcels from McDowell Road and 107th Avenue shall not be permitted. Cross access easements between parcels shall be required as determined at the time of Site Plan approval.

15. All internal streets and drives shown on the "Access Nodes and Onsite Circulation" exhibit (Figure 4) in the PAD submittal shall be privately owned and maintained.

16. A note shall be added to the Final Plat and the Covenants, Conditions, and Restrictions stating the Property Owner's Association shall be responsible for the maintenance of all

private drives including repaving the private drives after a water or sewer line leak or break is repaired.

17. A subdivision plat shall be submitted for City Council review and approval prior to the issuance of a certificate of occupancy for the first building in the Office Park area.

18. The developer shall be responsible for 50% of the cost of a traffic signal at the intersection of North Harbor Shores Boulevard and McDowell Road unless a warrant study provided by the developer and acceptable to the City Engineer determines that a traffic signal will not be needed. Payment shall be made prior to recordation of the Final Plat.

19. The primary entrances to the development from McDowell Road, 107th Avenue, and 103rd Avenue shall be enhanced with additional landscaping and decorative features as determined at the time of Master Site Plan and Master Landscape and Streetscape Plan approval.

20. Signs shall conform to the West 10 Corporate Center development plan and narrative dated received February 14, 2006, except as follows:

    a. A maximum of two freeway pylon signs shall be permitted.

    b. Temporary corner monument signs shall not be permitted. Temporary signs may be used to market the future development of the Office Park and Mixed Use Commercial areas. The number, size, and location of these signs shall be determined by staff through the temporary sign permit process.

    c. Temporary graphics on the freeway pylon sign shall be limited to one sign panel.

    d. The corner monument signs shall be redesigned to create a major visual statement as determined at the time of Master Sign Plan approval.

21. The location of the public utility easements shall be determined at the time of Master Infrastructure Phasing Plan and Master Site Plan review.

22. Temporary retention basins shall not be permitted unless specifically approved at the time of Master Grading and Drainage Plan approval.

23. The timing of the internal road improvements within the Office Park subarea shall be determined by the Master Infrastructure Phasing Plan. All adjacent roadway improvements shall be completed as each parcel develops unless otherwise approved by the Master Infrastructure Phasing Plan.

24. All building stairwells shall be enclosed.

25. The overall design of the buildings shall reflect a southwestern architectural theme as required by Section 609 of the Zoning Ordinance.

26. All parking lot screen walls shall be installed adjacent to the parking lot.

27. The private street cross section shall be approved with the Master Infrastructure Phasing plan and include the following:

    a. Landscape medians at the primary entrances with a minimum width of 10 feet and a minimum length of 50 feet.

    b. A sidewalk shall be provided along both sides of the private street in the Office Park subarea to facilitate pedestrian movement. One or both sidewalks may be omitted is a Master Pedestrian Plan is submitted prior to or concurrent with the Master Infrastructure Phasing Plan that demonstrates to the satisfaction of staff that adequate east-west pedestrian circulation will otherwise be provided.

    c. Public utility easements, street lights, and sidewalks shall be accommodated within the area designated for the roadway use.

    d. A minimum landscape area adjacent to all internal roadways of 20 feet shall be provided.

28. The overnight parking of semi-tractor trailers shall be prohibited.

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, February 21, 2006.

_____
Marie Lopez-Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO.1168-206

[Legal Description and Map of the Property]

See following pages.

Legal Description

Lots 3 and 4 of Section 5, Township 1 North, range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT any portions lying Westerly and Southerly of the following described line:

Commencing at the Northwest corner of said Section 5;

THENCE South 00 degrees 15 minutes 35 seconds East, along the West line thereof, a distance of 539.97 feet to the point of beginning;

THENCE North 89 degrees 44 minutes 25 seconds East, a distance of 55.00 feet;

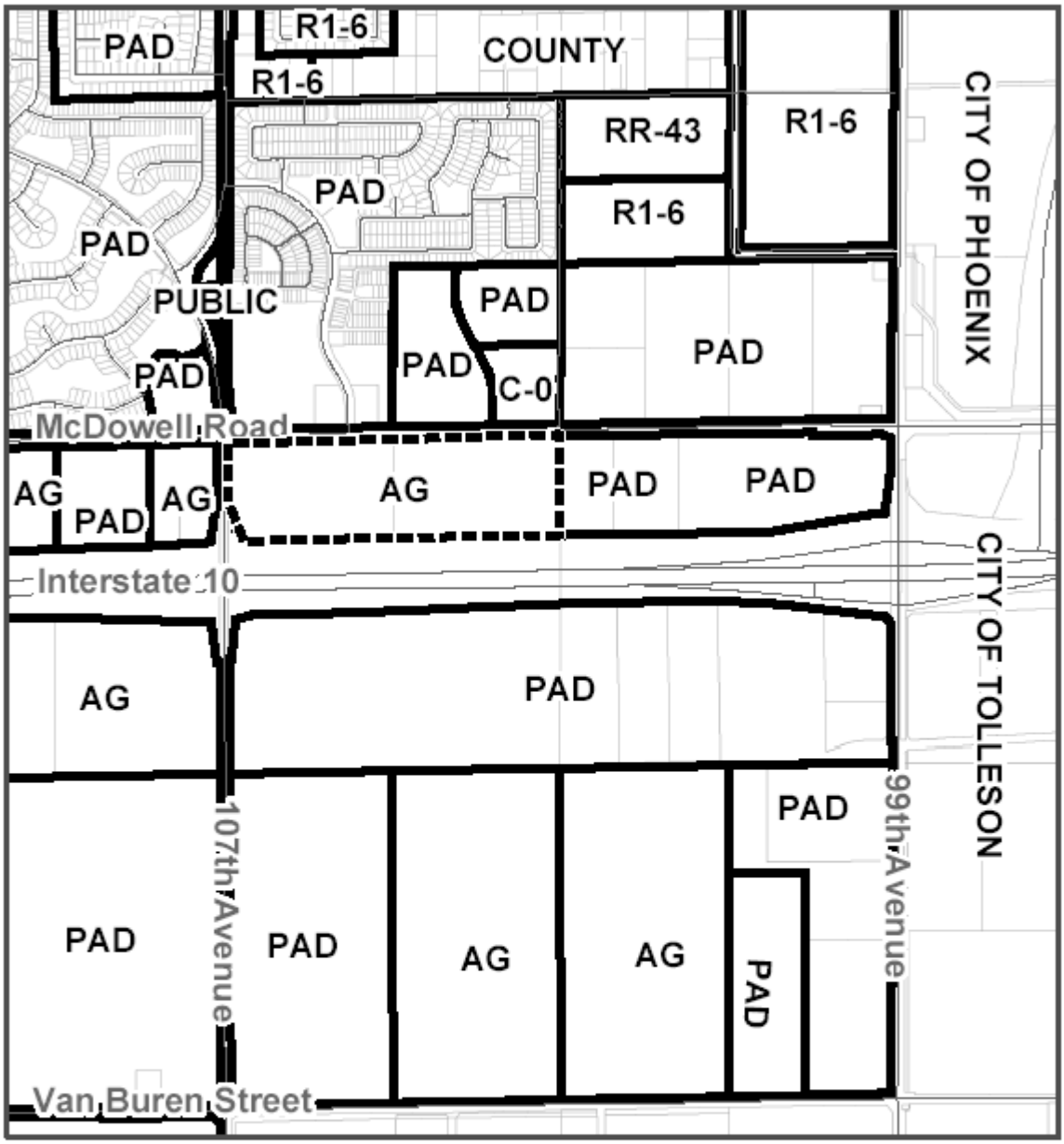
THENCE South 10 degrees 31 minutes 07 seconds East, a distance of 187.67 feet;

THENCE South 50 degrees 46 minutes 18 seconds East, a distance of 99.22 feet;

THENCE North 88 degrees 58 minutes 31 seconds East, a distance of 2473.28 feet; more or less to a point on the East line of said Lot 3 and the point of ending.

Area = 2,072,870.00 SF or 47.5866 Acres.

Map of the Property



Zoning Vicinity Map
Z-05-15

Avondale

Subject Site

EXHBIIT F

West 10 Corporate Center
PAD Zoning Extension
November 26, 2007

I. Introduction
Parkland Development Company plans to develop an approximate 43-acre site at the southeast corner of 107th Avenue and McDowell Road (the "Property"). The Property is currently vacant.

II. History
The Property was annexed into the City of Avondale from Maricopa County in 1986 and was rezoned to Planned Area Development (PAD) by unanimous approval of the Avondale City Council on February 21, 2006. The proposed mixed-use development will include a variety of commercial and employment uses including office, hotel, restaurant, and retail that support both the Avondale General Plan and the Freeway Corridor Specific Plan.

III. Request
According to section 607 of the Avondale Zoning Ordinance, development of the first development unit within the PAD must commence within two (2) years of the date upon which the PAD District was approved. This request is to extend for one (1) additional year the period for commencment of development.

IV. Justification
We feel that good cause exists to warrant this PAD Extension request for two significant reasons.

First, the Property is located within the boundary of the Freeway Corridor Specific Plan ("FCSP"), which is currently being revised through a Planning Staff initiative. The FCSP specifically addresses maximum building heights along the Interstate 10 frontage. The existing FCSP calls for a maximum building height on the Property of four (4) stories. However, it has always been the intent of the development to include building heights in excess of four (4) stories. This was specifically stated during the original PAD approval hearings. Our development team met with Planning Staff several times to discuss how to properly amend the FCSP. The ultimate direction was to allow Planning Staff to process their own overall amendment, which would include additional allowable height on the Property. While this FCSP amendment is in process, it is not yet adopted.

Second, the market conditions at the time of the PAD zoning approval are drastically different than they are currently. The developer's intent remains to bring the City of Avondale a quality mixed-use development at this key location. However, given the current market conditions, the process of reacting to the market in order to construct a forty-acre mixed-use development that meets the goals of the City and the Owner has proven to take time.

We feel that these reasons warrant an extension of the approved PAD zoning on the Property.

DEVELOPMENT SERVICES

SUBJECT:
Time Extension for Three Rivers PAD zoning (ZE-07-2)

MEETING DATE:
February 4, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

REQUEST: Extend the period allowed for commencement of development within the Three Rivers PAD for one additional year, until January 17, 2009

PARCEL SIZE: Approximately 80 Acres

LOCATION: Northeast corner of Van Buren Street and 105th Avenue

APPLICANT: Mr. Steve Bauer, Development Strategies Inc.

BACKGROUND:

The property was rezoned from AG (Agricultural) to PAD (Planned Area Development) on January 17, 2006. The approved PAD development plan allows for commerce park type uses with additional allowances for automobile related uses along the Roosevelt Street frontage, directly adjacent to the Automall. The General Plan land use designation for this property is employment. The previously approved PAD remains consistent with this General Plan Designation.

A final plat which divided the original property into two 40 acre parcels was approved by the City Council on January 16, 2007 (Exhibit F). These two halves are presently under separate ownership. The southern 40 acres adjacent to Van Buren Street is owned by Maricopa County. In preliminary discussions with the City, the County has indicated a desire to use this property for their West Court Complex. The County has not submitted any official plans to the City for review. The northern 40 acres adjacent to Roosevelt Street is owned by Arizona Land Company, LLC, whose representative, Mr. Steve Bauer, has initiated this request.

The applicant submitted this request for time extension on December 10, 2007 at the request of staff (Exhibit G). A PAD Amendment application has also been submitted by the applicant and will be considered by the City Council separately at a later date. As of January 24, 2008, no site plan has been submitted for the property.

ANALYSIS:

The Zoning Ordinance states that in order for a PAD rezoning to remain valid, development must commence within two (2) years of approval. If development does not commence within 2 years of zoning approval, the City Council may initiate the process to revert the property to its former designation or, at the request of the applicant, grant a one-year time extension.

In the period of time following approval of the Three Rivers PAD, a final plat has been approved and recorded and an application to amend the PAD permitted uses and development standards has been filed. Additionally, the applicant has indicated that a master site plan submittal is forthcoming but a formal application has not yet been submitted.

As the Three Rivers PAD still meets the objectives of the City for this area, staff supports this request for a one

year time extension to give the current property owner an opportunity to move forward with the site plan approval process. If this request is approved, the applicant will have until January 17, 2009 to receive master site plan approval and pull a permit for construction on the site. If development has not commenced by that date, the Three Rivers PAD will become null and void (AZO 607.B) and City Council may decide to take action to revert the zoning of the subject property to AG (Agricultural).

RECOMMENDATION:

Staff recommends that City Council **GRANT** the time extension with the provision that it expires on January 17, 2009.

PROPOSED MOTION:

I move that the City Council **GRANT** a time extension for Case ZE-07-2 until January 17, 2009.

ATTACHMENTS:

Click to download

- Exhibits A-G

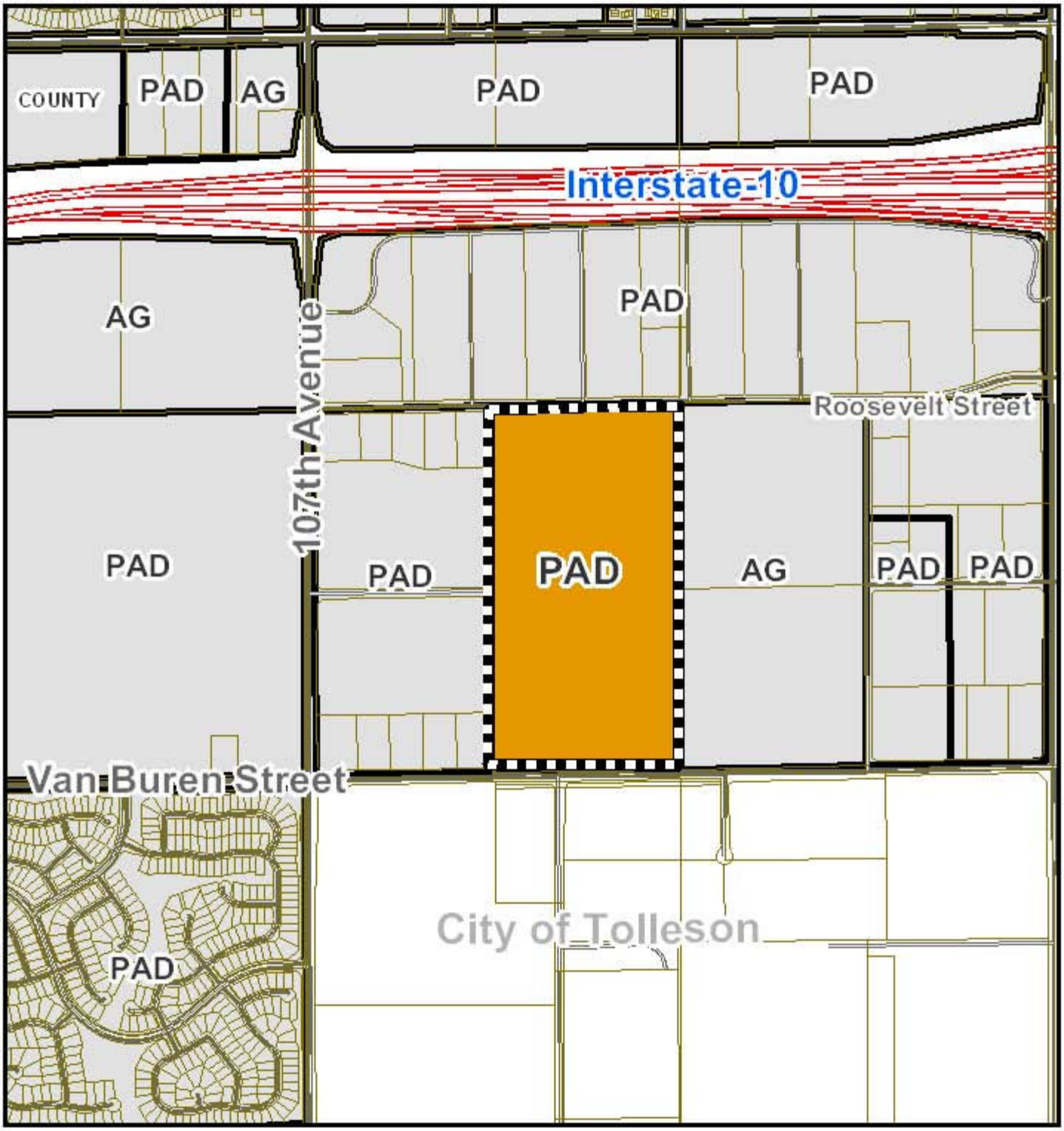
PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

ATTACHMENTS

Exhibit A Zoning Vicinity Map
Exhibit B Aerial Photo 2007
Exhibit C City Council Meeting Minutes for January 17, 2006
Exhibit D Approved Three Rivers PAD Development Plan
Exhibit E Ordinance 1165-106
Exhibit F Approved Final Plat, dated January 9, 2007
Exhibit G Request for Extension Narrative, date stamped December 10, 2007

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

Aerial Photo 2007

Avondale

Subject Property

Excerpt of the Minutes of the regular City Council meeting held January 17, 2006 at 7:00 p.m. in the Council Chambers.

11) PUBLIC HEARING – ORDINANCE – PAD ZONING – THREE RIVERS COMMERCE PARK – A-03-622

A public hearing and consideration of an ordinance rezoning from AG (Agricultural) to PAD (Planned Area Development) 79.98 acres located at the northwest corner of 103rd Avenue and Van Buren Street.

Dean Svoboda, Planning and Building Services Director, explained the city's General Plan shows the subject property and the surrounding area as one of the prime employment areas within the community. He said the project will be developed in two phases, with 40 acre parcels on the north and south separated by Pierce Street. He stated the applicant is proposing to do a separate master plan for each parcel, with the internal streets, landscape theme and basic arrangement determined at that time. He noted the master plan will come before the City Council for approval. He explained the commerce park will permit a variety of different types of office uses, one or more extended stay hotels, medical and dental laboratories, research and development, trade businesses, commercial schools, light manufacturing and assembly of finished products and certain types of custom retail sales and service. He stated some uses will be subject to conditions, including those related to vehicle service, noting such uses would only be permitted if they were part of a master planned auto service center. He said such auto service center could consist of up to 10 acres, would have to be located adjacent to the Roosevelt Street alignment and the service bays would have to be completely screened from the street view. He explained the intent is to capture a need for this type of use in the area, while minimizing adverse affects on the overall character of the area. He said uses permitted under Conditional Use Permits include health and fitness clubs and gymnasiums. He stated new and used vehicle sales or leasing, contractors yards, mini storage, dead vehicle storage, bulk warehousing and distribution and sexually oriented businesses would be prohibited.

Mr. Svoboda said the Planning Commission recommended approval, subject to 15 stipulations on December 15, 2005. He stated, given the added stipulations, staff believes the project meets the intent of the city's General Plan, will optimize the use of the property, result in compatible land use relationships and is consistent with the existing and desired character for the area.

1. Development shall be in conformance with the Three Rivers Commerce Center General Development Plan date stamped December 5, 2005 except as modified by these stipulations.
2. In accordance with Section 607 A of the Zoning Ordinance, development of the first development unit shall commence within two (2) years of the date upon which the PAD zoning is approved.
3. Access to all parcels shall be provided by interior local streets only as determined at the time of master site plan approval. No parcels or individual lots shall be allowed direct access to Roosevelt Street, Van Buren Street, 103rd Avenue, or 105th Avenue.
4. Perimeter walls shall be installed adjacent to all streets. The design of all perimeter walls shall match Exhibit I. All interior screen walls shall match the architecture of the building.
5. All signage shall comply with the City of Avondale Sign Ordinance with the following exceptions:
    a. Entry monuments that identify the commerce park shall be permitted per the General Development Plan and Program and these stipulations.
    b. Each parcel shall have no more than one freestanding sign.
    c. Provisions of Section 909.C.6 concerning freeway commercial corridor signage shall not apply.

d. Sign fields for all wall signs shall be determined at time of final site plan approval. In addition, the sign cannot exceed 80% of the length or 70% of the height of the sign field.
e. Exposed raceways shall not be permitted.
f. Commerce park identification signs shall be provided at the intersections of all streets and the entrances into the park as determined at time of master site plan approval.

6. Automobile related uses shall only be permitted as part of a master planned automobile center with a maximum size of ten aces adjacent to Roosevelt Street.
7. Vehicle sales and leasing shall be prohibited.
8. A property owner's association shall be formed and funded for the maintenance of perimeter walls, landscaping, common open space areas, and center monument signage. A property owner's association will be formed with covenants, conditions and restrictions (CC&Rs) outlining responsibilities for maintenance of common tracts and regulations for consistency and maintenance of the project, including but not limited to landscaping, screen walls and individual signage.
9. The landscaping for 103rd Avenue shall include the street tree theme.
10. Pedestrian refuge areas with a minimum of 100 square feet shall be provided for each individual lot. Each pedestrian refuge area shall include seating, landscaping and shade.
11. The developer shall provide a traffic study at the time of master site plan approval. The study shall include analysis for future traffic signals.
12. The developer shall be responsible for their proportionate share of the cost of the design and construction of any traffic signals as determined at the time of master site plan approval.
13. Street improvements shall be required as follows as determined by the City Engineer:

Street	**Right-of-way Required**	**Street Improvements**
Van Buren Street	65' half street	3.5 travel lanes, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.
103rd Avenue	40' half street	1.5 travel lanes, curb and gutter, attached sidewalks, street lights and landscaping
Roosevelt Street	35' half street	1.5 travel lanes, curb and gutter, detached sidewalks, street lights and landscaping.
105th Avenue	40' half street	1.5 travel lanes, bike lane, curb and gutter, attached sidewalks, street lights and landscaping
Pierce Street	80' full street	2 travel lanes, median, curb and gutter, attached sidewalks, street lights and landscaping
Internal Local Streets	60' full street	1 travel lane, curb and gutter, detached sidewalks, street lights and landscaping.

14. Street improvements adjacent to Parcel A shall include the full length of the south half of Roosevelt Street, the full length of the east half of 105th Avenue, the full length of the west half of 103rd Avenue and the full width of Pierce Street. The improvements for all street segments adjacent to Parcel A shall include pavement, curb and gutter and streetlights. Landscaping and sidewalks shall be installed as determined at time of master site plan approval.
15. Street improvements adjacent to Parcel B shall include the full length of the north half of Van Buren Street, the full length of the east half of 105th Avenue, the full length of the west half of 103rd Avenue and the full width of Pierce Street. The improvements for all street segments adjacent to Parcel B shall include pavement, curb and gutter and streetlights. Landscaping and sidewalks shall be installed as determined at time of master site plan approval.

He stated that staff subsequently reviewed the wording of stipulations five and eight and believes that they should be revised for clarification as follows:

5. All signage shall comply with the City of Avondale Sign Ordinance with the following exceptions:

a. Entry monuments that identify the commerce park shall be permitted per the General Development Plan and Program and these stipulations.

b. Each parcel shall have no more than one freestanding sign. THE LOCATION OF THE SIGN SHALL BE LIMITED TO THE INTERIOR STREET.

c. THE provisions of Section 909.C.6 concerning a FREEWAY PYLON SIGN ~~freeway commercial corridor signage~~ shall not apply.

d. Sign fields for all wall signs shall be determined at time of final site plan approval. In addition, the sign cannot exceed 80% of the length or 70% of the height of the sign field.

e. Exposed raceways shall not be permitted.

f. Commerce park identification signs shall be provided at the intersections of all streets and the entrances into the park as determined at time of master site plan approval.

8. PRIOR TO DIVISION OF THE PROPERTY, a property owner's association shall be formed and funded for the maintenance of perimeter walls, landscaping, common open space areas, and center monument signage. A property owner's association will be formed with covenants, conditions and restrictions (CC&Rs) outlining responsibilities for maintenance of common tracts and regulations for consistency and maintenance of the project, including but not limited to landscaping, screen walls and individual signage.

Council Member Lynch said she often hears from residents that Avondale has a shortage of automobile leasing businesses, expressing her opinion the subject site represents an ideal location for such a business. She asked why staff is recommending that all automobile leasing be prohibited. Mr. Svoboda said a similar question was asked at the Planning Commission hearing. He explained one of the intents of the employment district is to generate jobs for the community and one of the concerns in working with the applicant was that storing vehicles for lease would take up a great deal of ground area without contributing many jobs to the community. He stated this is one of the few prime employment areas of the city, whereas there are a wide range of other locations where auto leasing might be appropriate. Council Member Lynch asked if they could stipulate that only a certain number of vehicles be stored on site. Mr. Svoboda said it is within Council's discretion to do so if it believes such a land use is warranted at the subject location. He expressed his opinion, however, there are other industrial areas of the city where the cars could be stored at the same location as the rental office. He said other nearby commercial opportunities for auto leasing offices will also be coming forward in the near future.

Council Member Lynch asked if Cox has been identified as the provider for cable, explaining she is concerned about lawsuits that are beginning to come forward over agreements between developers and particular vendors. Andy Moore, applicant's representative, said Cox is generally the provider, but to his knowledge the applicant is not locked into any kind of deal with Cox. Council Member Lynch asked if a small vendor could come in and submit a bid to be the provider. Mr. Moore said, to his knowledge, yes.

Mayor Lopez-Rogers opened the meeting up for public comment on this item. As no comments were made, she closed the public hearing.

Andrew McGuire, City Attorney, read Ordinance 1165-106, by title only.

Council Member Lynch said the area will be quite large and, other than a Wendy's restaurant and the truck stop, no restaurants are provided. She expressed her opinion the area would be ideal for a moderately sized coffee shop and larger lunch room that could be used by employees from all of the businesses in the area. Mr. Svoboda said they discussed the issue of restaurants at great length with the applicant. He noted in the near future staff will bring some requests forward to Council for a mix of ancillary service type uses. He said in this case, however, staff felt it was paramount to focus on employment generation given the limited amount of prime employment space. He pointed out all of the parcels along Roosevelt and along Van Buren are currently zoned C-2 and can accommodate restaurant uses as can the commercial corner in the Interstate Commerce Center and a large portion of the Roosevelt Park development. Council Member Lynch said, while she understands staff's rationale, she would prefer not to force employees to drive elsewhere to eat. Mr. Svoboda explained the city also wants to avoid the b-grade commercial that can often develop when retail space is provided in areas intended for employment uses.

Council Member Lynch moved to approve the ordinance. Council Member Vice Mayor Wolf 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

Motion carried unanimously.

EXHIBIT D

THREE RIVERS COMMERCE PARK

NEC 105th Avenue and Van Buren Street

General Development Plan and Program

79.98-Acre Parcel

Prepared for
City of Avondale, Arizona

December 5, 2005

General Development Plan

Development Team

Developer/Applicant:

Three Rivers Commerce Park, LLC
15955 N. Dial Boulevard, Suite 1B
Scottsdale, AZ 85260
Contact: Ken Madden

Planner:

DFD Cornoyer Hedrick
2425 E. Camelback Road, Suite 400
Phoenix, AZ 85016
602-381-4848
Contact: Mike Edwards

Engineer:

A.E.C. Consultants, Inc.
1710 E Indian School Road, Suite 100
Phoenix, AZ 85016
602-264-1427
Contact: David Hall

Attorney:

Earl, Curley & Lagarde
3101 N. Central Avenue, Suite 1000
Phoenix, AZ 85012
602-265-0094
Contact: Michael J. Curley

TABLE OF CONTENTS

Page

Introduction 1

General Plan 2

PAD Plan 2

Circulation 3

Landscape Plan 4

Permitted Uses 4

Uses Permitted Subject to a Conditional Use Permit....5

Prohibited Uses 5

Development Standards 5

Design Criteria 6

Grading and Drainage 10

Public Utilities and Services 10

Phasing 11

LIST OF EXHIBITS

	Exhibit
Aerial Map	A
General Plan Land Use Map	B
Context Plan	C
Existing Zoning	D
Conceptual PAD Plan	E
Street Cross Sections	F
Landscape Concept Plan	G
Landscape Details	H
Screen Wall and Entry Monument	I
Representative Photos	J

General Development Plan Narrative

Introduction

The proposed PAD site is intended to be developed as a commerce park for employment uses with a campus feel that incorporates a common landscape, entry feature, and screen wall theme. The site is divided into two Parcels where buildings within each Parcel will share a common architectural theme. The architectural theme may vary from parcel to parcel; however, guidelines are provided in this narrative to set parameters for architecture, building materials and colors to ensure compatibility in development on the entire site. To ensure that the project is developed appropriately, a "Master Site Plan" for each Parcel is required to be reviewed by the Planning Commission and approved by City Council prior to administrative review and approval of "Individual Site Plans" for buildings or uses. The "Master Site Plans" will determine the architectural theme, locations of buildings, parking, circulation, and landscaping for the entire Parcel.

This is a request to rezone 79.98-acres located on the northeast corner of 105th Avenue and Van Buren Street from Agriculture (AG) to Planned Area Development (PAD) to allow employment uses (see Aerial Map, Exhibit A). In accordance with Section 603 of the PAD District, this is a General Development Plan and Program (GDPP). The GDPP identifies the general development theme for the site including: permitted land uses, development standards, design criteria, street cross sections, landscape theme, screen wall theme, and entry monument signage.

The site fronts along Van Buren Street on the south and Roosevelt Street on the north, between 103rd and 105th Avenues. The site is located across Van Buren Street from the Tolleson city limits. The site is located in the middle of a rapidly developing employment / commercial area within the Cities of Avondale and Tolleson. The surrounding properties have the following land uses and zoning (see Existing Zoning, Exhibit B):

North: Developing automall with 14 dealerships complete or nearly complete. The automall has full perimeter improvements. The automall is zoned PAD (Planned Area Development) in Avondale.

East: Agricultural uses zoned AG (Agricultural) in Avondale.

South: Warehousing/distribution employment uses. The warehousing/ distribution uses are zoned I-1 (light industrial) and the agricultural uses in the area are zoned I-1 and C-2 (commercial) all in Tolleson.

West: PAD zoning for Commerce Park and Retail uses on the adjacent 80-acre parcel across 105th Avenue (see Context Plan, Exhibit C). The commerce park currently contains the Universal Technical Institute and Coyote Honda motorcycle dealership.

The site enjoys excellent regional access due to its geographic location to two freeways, Interstate-10 (I-10) and the Agua Fria Freeway 101. The site is approximately 900-feet south of the I-10 Freeway that connects Phoenix to Los Angeles. There are two I-10 freeway interchanges within one mile of the site. A full I-10 Freeway diamond interchange is at 99th Avenue, and a half diamond I-10 Freeway interchange at 107th Avenue. The Agua Fria Freeway 101 is approximately one and one-half miles east of the site and has a full stack interchange with I-10. The Agua Fria Freeway 101 connects I-10 to Interstate-17

by passing through the northern suburbs of Glendale and Phoenix. The proximity of both I-10 and the Agua Fria Freeway 101 greatly expands the site's employment shed and market area in terms of available labor supply, access to major markets, and business linkages.

Arterial and collector streets such as Van Buren Street, 105th Avenue, 103rd Avenue, and Roosevelt Street provide easy local north-south and east-west access to the site. Van Buren Street will be a six lane arterial when fully developed. Roosevelt Street will be a two-lane collector street between the existing automall and the site. Both 103rd and 105th Avenues will be two lane collector streets between Van Buren and Roosevelt Streets only. Public streets adjacent to the PAD site provide excellent access and marketing windows with high visibility to the planned employment users.

General Plan

The General Plan land use map identifies the entire site to be developed with Employment (Business Park and Industrial Uses) (see General Plan Land Use Map, Exhibit D). The General Plan places great importance on the I-10 Freeway Corridor for employment, industrial and retail uses. The Plan indicates that the corridor along the I-10 Freeway is to be developed with more intense uses. The corridor is intended to allow flexibility by allowing different types of employment uses. Employment uses are defined as general-office; enclosed industrial along with retail and commercial uses that support the employment uses.

The Economic Development Element of the General Plan iterates that residents desire a community that offers employment opportunities. The City targeted a 0.5 jobs-to-population ratio to be achieved during the implementation of the General Plan. The proposed PAD rezoning on the subject property within the I-10 Freeway corridor will ultimately yield approximately 3,500 office, light manufacturing and service related jobs (80 acres x 43,560 sq. ft. x 0.40 lot coverage x 2.50 employees ÷ 1,000 sq. ft. per employee = 3,485). This PAD will help achieve the desired 0.5 jobs-to-population ratio identified in the General Plan, and will provide the intense employment development desired along the I-10 Freeway corridor. The proposed PAD is consistent with the adopted General Plan Land Use Map, and adjacent existing land uses including the automall, UTI, Coyote Honda, and Warehouse/Distribution facilities.

PAD Plan

The 79.98 gross acre PAD Plan includes two Parcels. Parcels A and B are both approximately 40 acres in area. Both Parcels can accommodate large to medium single-tenant or multi-tenant buildings (see PAD Plan, Exhibit E). The Parcels have street frontage on all sides. All perimeter landscaping, entrances, and screen walls will follow a common design theme to create an integrated project.

The PAD Plan shows major streets and perimeter landscape improvements, but the exact building locations, architecture, parking fields, internal street circulation and other defining details are not shown because the final users of the PAD site are not yet known.

To ensure some flexibility for the future users, but to also provide assurances on the quality of the development for the City, this PAD requires that a "Master Site Plan" for each Parcel be reviewed by the Planning Commission and approved by the City Council prior to the administrative review and approval of "Individual Site Plans" for buildings or uses within a Parcel. The Master Site Plan will include: internal circulation, signage, building footprints, parking, preliminary water, sewer and drainage analysis, and landscaping for the entire Parcel.

The architectural theme may vary from parcel to parcel; however, guidelines are provided in this narrative to set parameters for architecture, building materials and colors to ensure compatibility among Parcels across the entire site. As a Parcel develops, the Master Site Plan for the undeveloped portions of the Parcel may be updated to reflect needed changes due to change in users or other factors, requiring a Master Site Plan amendment.

A Master Site Plan or a major amendment to a Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Minor amendments to a Master Site Plan may be reviewed and approved by staff administratively. Major amendments shall be any changes that increase traffic, increase building square footage, significantly change building orientation or footprints, have an impact on adjacent uses, or include changes that alter the character of the Master Site Plan including changes to approved building architecture or materials. All other changes are considered minor amendments.

Circulation

The PAD Plan is designed to continue the perimeter and internal collector street system approved for the adjacent commerce park to the west. Perimeter street improvements for each Phase are planned to be completed with the construction of the initial Individual Site Plan. Half-street improvements will be completed along Van Buren Street, Roosevelt Street, 103rd Avenue, 105th Avenue and full street improvements along Pierce Street. Pierce Street continues from the commerce park to the west and allows future connection to the parcel to the east. The right-of-way for streets will be dedicated through a map of dedication or final plat in conjunction with the Master Site Plan approval of each phase.

The need for other internal streets will be dependent on the location and layout of end users. If internal streets are necessary the streets will be public, constructed to City of Avondale local street standards, and provided as part of the Master Site Plans.

Both of the PAD Parcels have public street access on all sides which will provide sufficient opportunities to route traffic to and from the site. Entry drive locations and pedestrian connections will be identified in the Master Site Plans.

The half-width perimeter streets and full-width Pierce Street improvements include: pavement, vertical curbs, gutters, detached sidewalks with 15 to 20-foot landscape tracts adjacent to the rights-of-way. The Van Buren Street cross section identifies a raised median to be completed by others. Pierce Street will be a collector street that provides a 60-foot right-of-way with 44 feet of pavement back-of-curb to back-of-curb with attached sidewalk on each side. Perimeter streets and Pierce Street cross sections are shown in Exhibit F. Depending on end users, thicker pavement sections may be necessary for truck traffic. The pavement thickness will be determined at the time of Master Site Plan approval in accordance with the requirements of the City Engineer.

Landscape Plan

The landscaping will enhance the project and set the tone for a unified development. A Master Landscape Plan for each Parcel will be submitted for review and approval in conjunction with each Master Site Plan. A Landscape Concept Plan is provided as Exhibit G and illustrates a tree lined streetscape for the project as well as a proposed plant list. The Plan provides a 20-foot wide landscape area outside the right-of-way along the frontage of Van Buren Street and Roosevelt Street, and provides a 15-foot wide landscape area outside the right-of-way along the frontages of Pierce Street, 103rd Avenue, and 105th Avenue. Any internal streets will also provide a 15-foot wide landscape area outside the right-of-way along the street frontages.

A street tree theme consisting of a combination of Southern Live Oaks and other canopy trees will create a unifying element to the commerce park. The street trees will alternate between a 24-inch box Southern Live Oak and 15-gallon canopy tree every 20 feet along the landscape frontage with two 36-inch box Date Palms at each Phase's perimeter street intersections as well as at any major entries into the commerce park from Roosevelt, Pierce and Van Buren Streets. The street trees will also continue along any internal streets of the project. The trees along with automatic irrigation will be installed along the perimeter streets of each Phase with initial development of the Phase. Any internal street trees will be installed with each individual site.

The maintenance of the perimeter landscape areas will be the responsibility of the developer/owner unless the project is subdivided at which time Covenants, Conditions and Restrictions (CC&Rs) will be established that form a property owners' association that will be responsible for maintenance. CC&Rs will be provided at the time of final plat review.

The parking lot and screen walls for the project will undulate a minimum of three feet every 150 feet of wall length to create variety and depth along street frontages. The design, materials and colors of the screen walls shall be common throughout the project (see Screen Wall, Exhibit I).

Each individual site's landscaping will reinforce the overall landscaping theme of the project. This will be accomplished through full landscaping of front and side yards including retention basins, foundation plantings and following the landscape palette provided in the PAD.

Permitted Uses

1. Offices for professional, administrative, clerical, financial, medical, sales or other business services with assembly, distribution of parts, supplies or products related to the office or business service.

2. Business class/extended-stay hotel.

3. Medical and dental laboratories, and research and product development laboratories.

4. Commercial, trade, or business schools.

5. Automobile engine repair, body repair, upholstery, painting facilities and similar uses where all service bays shall be completely screened from street view including all roll-

up doors. Work is not to be done outdoors and no dismantled vehicles shall be located outside. These uses shall only be located in the north half of Parcel A to provide complimentary uses to the Automall to the north.

6. Manufacturing or assembly of finished products with distribution of parts, supplies or products related to the business so long as the primary use of the property does not include the basic processing and compounding of raw materials or food products.

7. Retail commercial operations directly related to the primary use, provided it does not exceed 10 percent of the gross floor area of the primary use.

8. Retail sales and service of custom cabinets, custom materials for homes or offices such as countertops/floors/ceilings/walls, custom windows or doors, custom or specialized electronics for home or office, custom furniture for home or office, and custom or specialized parts or equipment for vehicles.

9. Warehousing/storage that is ancillary to a permitted use.

Uses Permitted Subject to a Conditional Use Permit

1. New vehicle sales and leasing in Parcels A only.

2. Athletic clubs, health clubs, gymnasiums, gymnastic clubs.

Prohibited Uses

1. Contractors' yards as a primary use.

2. Mini-storage, dead vehicle storage, RV storage, truck parking or storage.

3. Sexually oriented businesses.

4. Bulk warehousing and distribution where the warehousing and distribution of parts, supplies and products is the exclusive use of the building, and it is the principal business.

5. Outdoor storage.

Development Standards

- The development standards from the Commerce Park (CP) Zoning District identified in Section 4 of the Zoning Ordinance shall apply to all Parcels except as modified by this PAD.

- Prior to construction on each Parcel, a Master Site Plan for the Parcel and an Individual Site Plan for a use shall be approved consistent with this PAD.

- Landscaping in the PAD shall comply with the landscaping requirements identified in Sections 5 and 6 of the Zoning Ordinance except as modified by this PAD. All development in the project shall comply with screening standards identified in Sections 5 and 6 of the Zoning Ordinance and exhibits in this PAD.

- All development shall comply with the parking requirements, schedule and parking space standards identified in Section 8 of the Zoning Ordinance.

- Appropriate street dedications shall be required at the time of Master Site Plan or final plat approvals as applicable.

- Driveway entrances to lots along the frontage of Van Buren Street shall be shared with the adjacent lot when possible to limit the number of curb cuts along Van Buren Street. The lots with Van Buren Street frontage shall provide cross-access easements with adjacent lots. Lots throughout the project shall provide shared access with cross-access easements along all streets where feasible. The final locations of driveways and cross-access easements shall be determined in conjunction with the Master Site Plans and Individual Site Plans.

- Exterior pole mounted lighting shall be consistent throughout the project area and comply with Zoning Ordinance requirements. The typical lighting will be established with the first Master Site Plan and be utilized throughout the project. The lighting shall be fully shielded, directed down, and have a maximum 1-foot candle at the property line.

- In the event where the text of the Zoning Ordinance and the PAD differ, the PAD shall prevail.

Design Criteria

The provisions of this section seek to create an attractive, high quality mixture of architectural styles with emphasis on a mixed-use office and commerce park appearance. The design of each building within the overall development will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose. Representative photos of the intended character of the commerce park are included as Exhibit j.

Individual Site Plan Approval

All Individual Site Plans are reviewed and approved administratively. Administrative denials of site plans may be appealed in accordance with the Zoning Ordinance. All projects shall use the following design review guidelines to ensure the quality of the project and building architecture.

Architecture

Buildings within the PAD shall be consistent with the following architectural elements:

- For all buildings at least three of these elements shall repeat horizontally. Buildings with facades greater than 100 feet in length shall include several of the elements listed below, repeated at appropriate intervals, either horizontally or vertically:

  - Color change. Recognizable, but not strongly contrasting.
  - Texture change.
  - Material change.
  - Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.
  - Wall plane projections or recesses.

- Variations in rooflines or parapets shall be used to reduce the scale of the buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building.

- Service and exit doors shall be integrated into the architecture of the elevations.

- Reduction of building mass shall be achieved by using a combination of the following techniques:

  - Variation in the rooflines and form.
  - Use of ground level arcades and covered areas.
  - Use of protected and recessed entries.
  - Use of vertical elements on or in front of expansive blank walls.
  - Use of pronounced wall plane offsets and projections.
  - Use of focal points and vertical accents.
  - Inclusion of windows on elevations facing streets and pedestrian areas.
  - Retaining a clear distinction between roof, body and base of a building.

- Roof lines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall PAD. Building design shall complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development.

- All buildings shall have clearly defined customer entrances incorporating elements such as:

  - Canopies or porticos.
  - Overhangs.
  - Recesses/projections.
  - Arcades.
  - Raised corniced parapets over the door.
  - Peaked roof forms.
  - Arches.
  - Entrance framed by outdoor pedestrian features or enhanced landscaping.
  - Architectural details such as tile work and moldings integrated into the building structure to frame the entryway.

- Service entries, site-mounted equipment, trash containers and other ancillary structures shall be screened from view, both from adjacent properties and surrounding streets.

- All buildings shall be designed, constructed so that all four sides of a building shall receive consistent architectural treatment.
- Any accessory buildings, enclosures, carports, covered parking structures and equipment, whether attached or detached from the principal building shall be of similar compatible design and materials as the principal building.

- The design of service and loading areas shall be designed as an integral part of the building architecture.

- Any roof access ladders shall be located inside the building.

- All roof drainage shall be internal.

Building Materials

Buildings within the PAD shall be consistent with the following building materials:

- Primary buildings materials shall include: common clay brick; poured in place, tilt-up or pre-cast concrete provided that surfaces include scoring, texture or have a painted finish; textured concrete or panels; stucco or EIFS (exterior insulated finish systems) type systems provided that finishes must be smooth or sand finish; integrally colored concrete block with smooth face and/or split-face block units; or other similar materials.

- All tilt or pre-cast concrete panels or smooth face block shall include methods for improving the design such as: additional color and texture, bays, windows, notched parapets, canopies, reveals, building wall undulation, corner windows, additional materials etc.

- Accent materials shall include: granite, marble, natural stone, block, brick, ceramic tile, treated wood or other similar materials.

- Roofs may be flat with parapet walls, sloped with concrete tile, standing metal seam, or equivalent architectural materials.

Color Palette

- A detailed color and materials palette will be reviewed and approved with each Individual Site Plan.

- Colors and materials should be used to create visual harmony within the PAD. The approved colors are as follows:

    - Primary building colors shall be desert hues and other "earth tones" muted shades of blues, greens and reds found in the natural desert, and colors appearing in natural stone.

    - Accent colors on buildings shall complement the primary building colors and include combinations of desert hues, earth tones, muted shades of greens, reds and colors found in natural stone. Brighter colors such as orange, red, blue, green, yellow, purple and similar colors may be used as accents on buildings as approved in the Individual Site Plan review process.

Prohibited Materials and Color Palette

- Wood, except for limited amounts of trim.
- Corrugated metal and pre-engineered metal-sided buildings.
- Bright colors such as orange, red, blue, green, yellow, purple and similar colors, as a primary color on a building.
- Spanish or mission-type barrel roof tile.

Signage

Signage for the PAD should be designed to enhance the identity of the overall development and the individual businesses within. A Master Sign Package shall be submitted for review and approval with the Master Site Plan for each Phase.

- Freestanding Monuments:
  - One freestanding monument along each Van Buren Street and Roosevelt Street shall be provided for commerce park identification only. A conceptual entry monument is provided in Exhibit I. The location of the monuments will be determined at the time of Master Site Plan/Master Sign Package approval. Monument signage shall be maintained by the developer/owner or property owners' association if the project is subdivided.
  - Monuments shall not exceed six feet in height and 30 feet in width with a maximum sign area of 25 square feet.
  - Sign materials and colors shall be consistent with the exterior architecture of the buildings. Lettering shall be raised metal.
  - No other freestanding signage shall be allowed in the commerce park.
- Building Signage:
  - Signage shall be systematically located and styled to support the architectural design.
  - Single-tenant building signage:
    - One square foot of signage for each linear foot of street frontage up to a maximum 50 square feet of signage on each street frontage not to exceed a total of 100 square feet of building signage shall be allowed.
    - Sign placement shall occur below the edge of the roof.
    - Lettering shall be reverse pan channel letters with solid consistent color that compliments the building color.
  - Multi-tenant building signage:

- One square foot of signage for each linear foot of the suites street frontage with a maximum of 25 square feet of signage per suite shall be allowed.
- Sign placement shall occur below the edge of the roof.
- Signs will be mounted above each respective suite, placed consistently along the building face, and located on the upper part of the exterior wall within a dedicated sign band.
- Lettering shall be reverse pan channel letters with solid consistent color that compliments the building color.

Grading and Drainage

The PAD site slopes from northeast to southwest. On-site retention basins will be designed and constructed as part of the development of each user as approved in the Individual Site Plans.

Public Utilities and Services

The following identifies the providers of utilities and public services:

Sewer	City of Avondale
Water	City of Avondale
Electricity	Salt River Project (SRP)
Telephone	Qwest Communications
Cable TV	Cox Communications
Gas	Southwest Gas Company
Refuse	City of Avondale or Private
Fire and Emergency	City of Avondale
Police	City of Avondale

Water The site is served water with an existing 16-inch water line in 107th Avenue and extended along Roosevelt Street through the Griffith Commerce Park development to the west. Additional water lines will be constructed to serve individual lots as determined in the Master Site Plans. These water lines will be installed in the perimeter and interior streets. The Van Buren Street water line will be16-inch. The 103rd Avenue water line will be 12-inch. The water lines in the interior streets will be 8-inch.

Sewer The site is served sewer with an existing 15-inch sewer line in Van Buren Street, 107th Avenue and Roosevelt Street. An additional sewer stub is located in Pierce Street and

will be utilized as appropriate. Additional 8-inch sewer lines and stubs will be constructed to serve individual lots as determined in the Master Site Plans. Sewer manholes will be placed every 400-feet and an 8-inch stub will be extended to adjacent properties from the manholes.

The average daily sewer flows can be estimated based on the City of Avondale Engineering Design Standards Book. The exact sewer flows will not be known until Master Site Plans for the Parcels are complete. Commerce park land uses will generate approximately 1,000 gallons per acre per day. Commercial land uses will generate 3,000 gallons per acre per day. The estimated wastewater flow will be approximately 148,370 gallons per day.

Fire Hydrants The hydrants will be installed at 300-foot intervals on the site's interior and at 1,000-foot intervals on Van Buren Street. Additional fire hydrants and water lines may be required for individual lots depending on the Master Site Plans. Domestic and fire flow requirements can not be calculated without specific Master Site Plans, however it appears that the City's infrastructure can deliver the water required to adequately serve development on the site.

Phasing

The PAD proposes two Parcels. The following adjacent street improvements are required when each Parcel is developed:

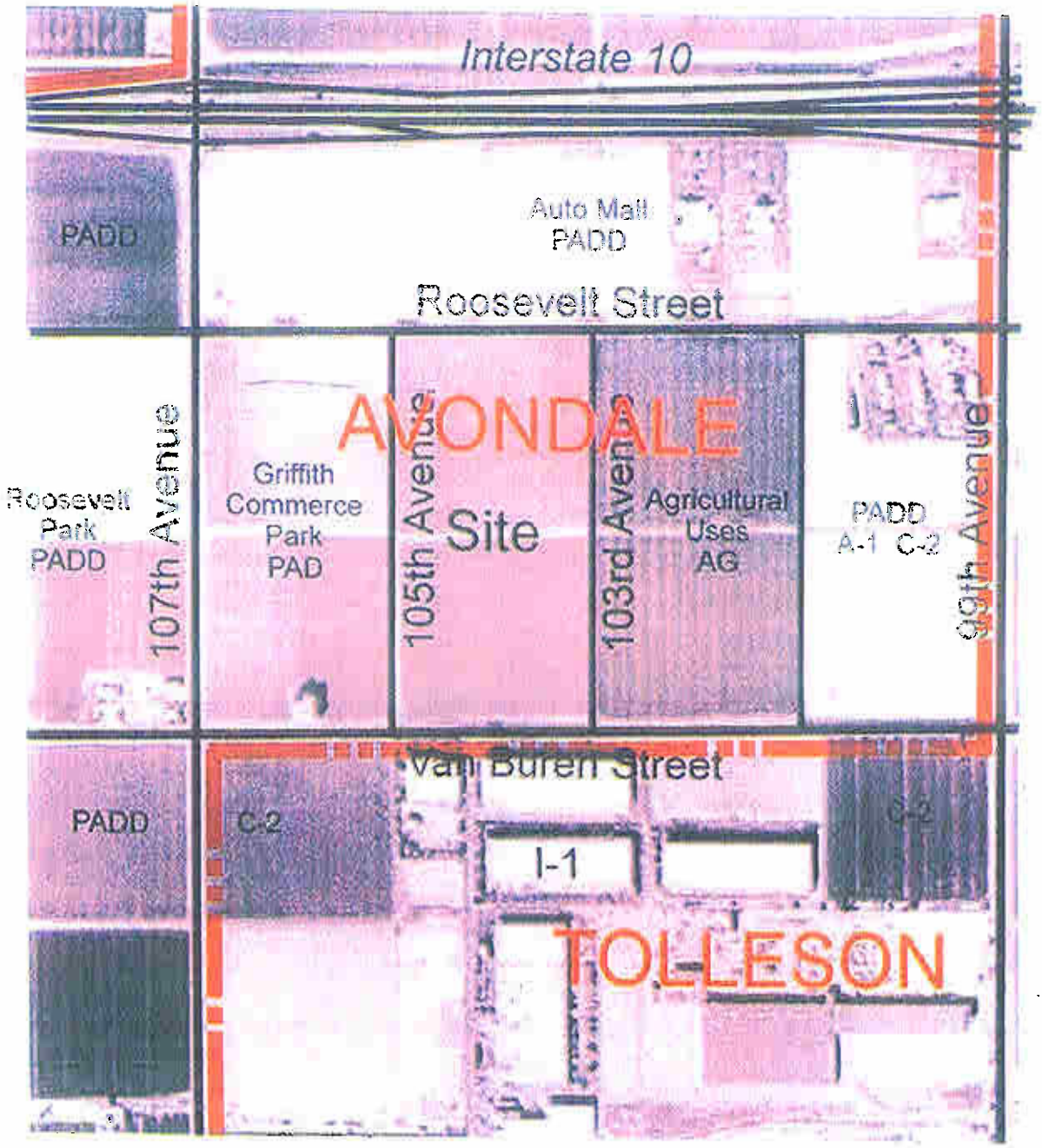
- Development of Parcel A shall include:
  - South half of Roosevelt Street.
  - West half of 103rd Avenue and east half of 105th Avenues between Roosevelt Street and Pierce Street.
  - North half of Pierce Street.

- Development of Parcel B shall include:
  - North half of Van Buren Street.
  - West half of 103rd Avenue and east half of 105th Avenues between Pierce Street and Van Buren Street.
  - South half of Pierce Street.

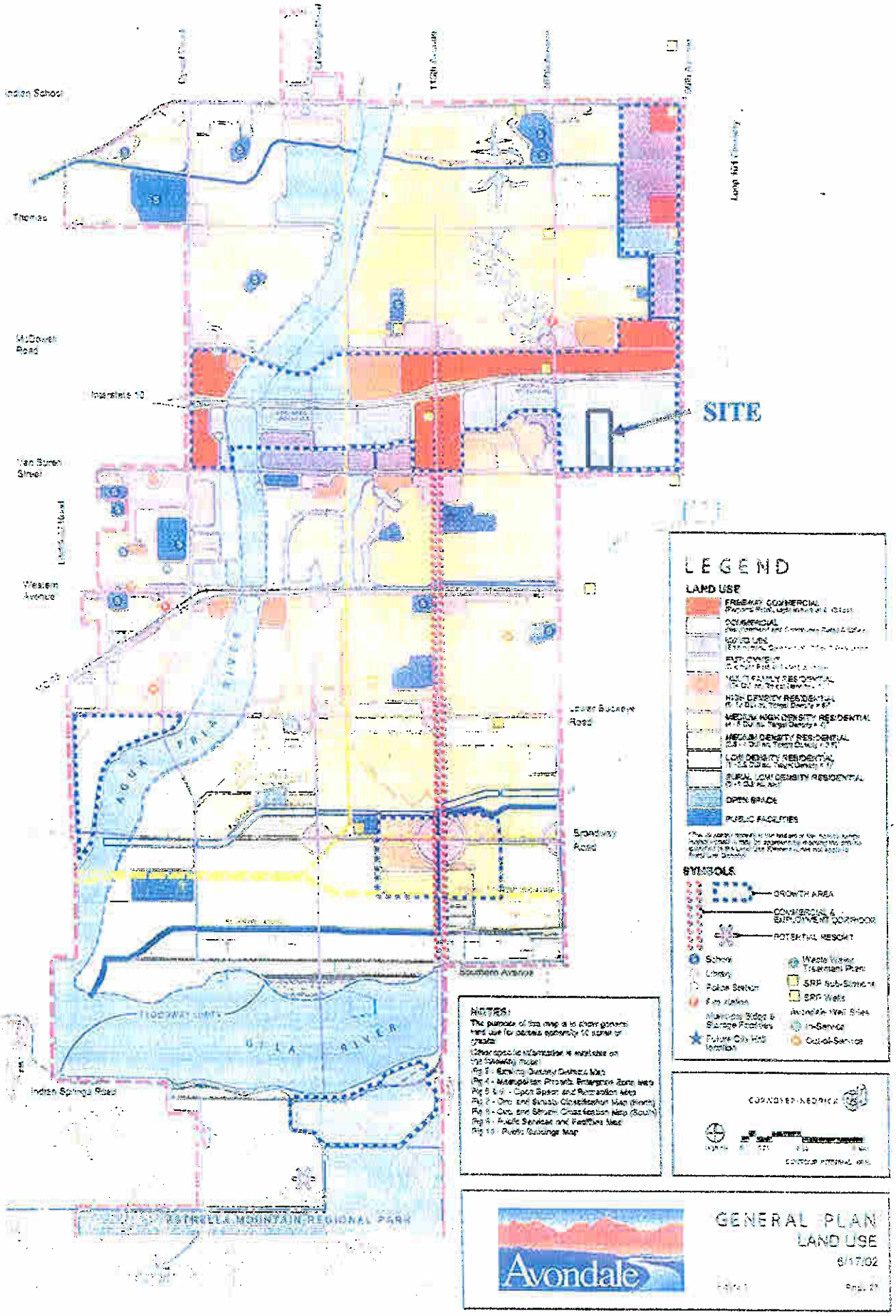
- The project will be master planned in two phases though construction within each phase will be dependent on Individual Site Plans. Once construction begins in a phase, all of the perimeter streets will be installed in conjunction with the construction of the first Individual Site Plan. Internal streets will be indicated on the Master Site Plan of each Phase and the necessary street improvements to adequately serve each Individual Site Plan will be installed in conjunction with the site construction. The chronology of the Phases and Individual Site Plans depends on market conditions. Parcels can be subdivided, however the phasing remains the same. The Parcels can be combined and a Master Site Plan is required for the combined Parcels.

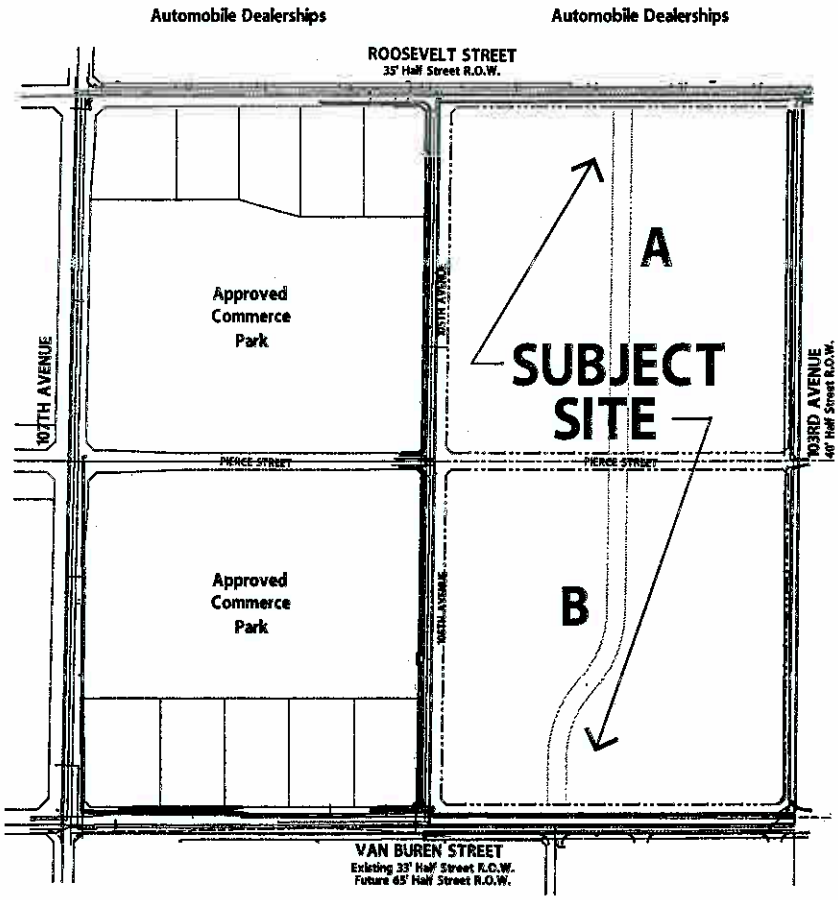
- Prior to administrative approval of an Individual Site Plan, a Master Site Plan must be reviewed by the Planning Commission and approved by City Council for the particular Parcel that the Individual Site Plan is located.

Proposed 80 Acre PAD



Aerial Map


Indian School
Thomas
McDowell Road
Interstate 10
Van Buren Street
Western Avenue
Lower Buckeye Road
Broadway Road
Southern Avenue
Indian Springs Road
AGUA FRIA RIVER
GILA RIVER
FLOODWAY LIMITS
SITE
LEGEND
LAND USE
FREEWAY COMMERCIAL
COMMERCIAL
MIXED USE
EMPLOYMENT
MULTI FAMILY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
MEDIUM HIGH DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
RURAL LOW DENSITY RESIDENTIAL
OPEN SPACE
PUBLIC FACILITIES
SYMBOLS
GROWTH AREA
COMMERCIAL & EMPLOYMENT CORRIDOR
POTENTIAL RESORT
School
Library
Police Station
Fire station
Municipal Water & Storage Facilities
Future City Hall location
Waste Water Treatment Plant
SRP Sub-Stations
SRP Wells
Avondale Well Sites
In-Service
Out-of-Service
NOTES:
The purpose of this map is to show general land use for parcels approximately 10 acres or greater.
Other specific information is available on the following maps:
Fig 3 - Existing Zoning Districts Map
Fig 4 - Metropolitan Phoenix Emergence Zone Map
Fig 5 & 6 - Open Space and Recreation Map
Fig 7 - Circ and Streets Classification Map (North)
Fig 8 - Circ and Streets Classification Map (South)
Fig 9 - Public Services and Facilities Map
Fig 10 - Public Buildings Map
CORNERSTONE ARCHITECTS
CONTOUR INTERVAL 10 ft.
ESTRELLA MOUNTAIN REGIONAL PARK
Avondale
GENERAL PLAN
LAND USE
6/17/02



City of Tolleson
I-1 & C-2 Undeveloped
Unsubdivided

Context Plan

Prepared By:
DFDCornoyerHedrick
2425 E. Camelback Road #400
Phoenix, Az. 85016
(602)381-4848
Contact: Mike Edwards

Date: 12.2.05

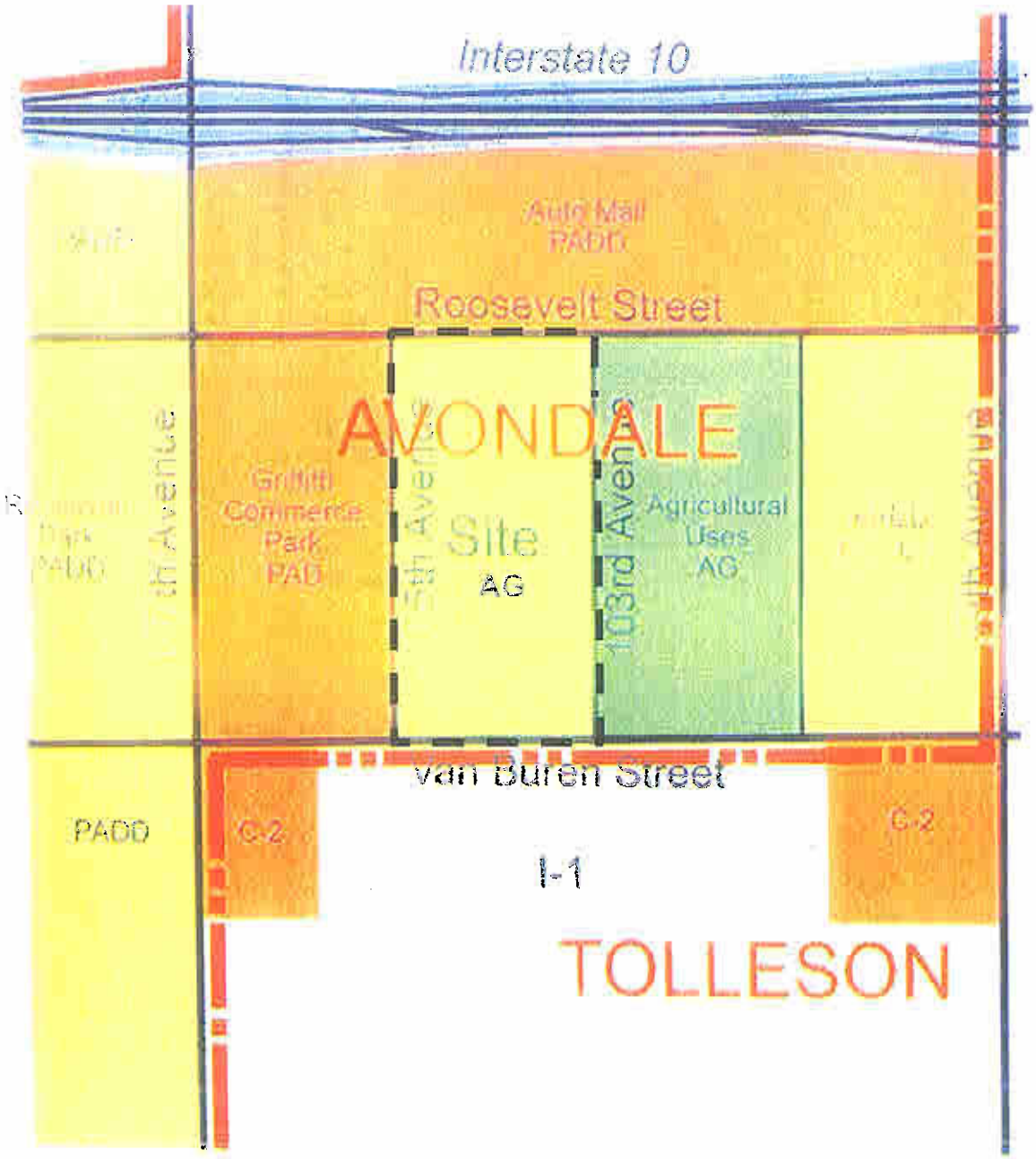
0' 100' 200' 300' 400'

architecture
interior architecture
space planning
facilities management
land planning
landscape architecture
graphic design

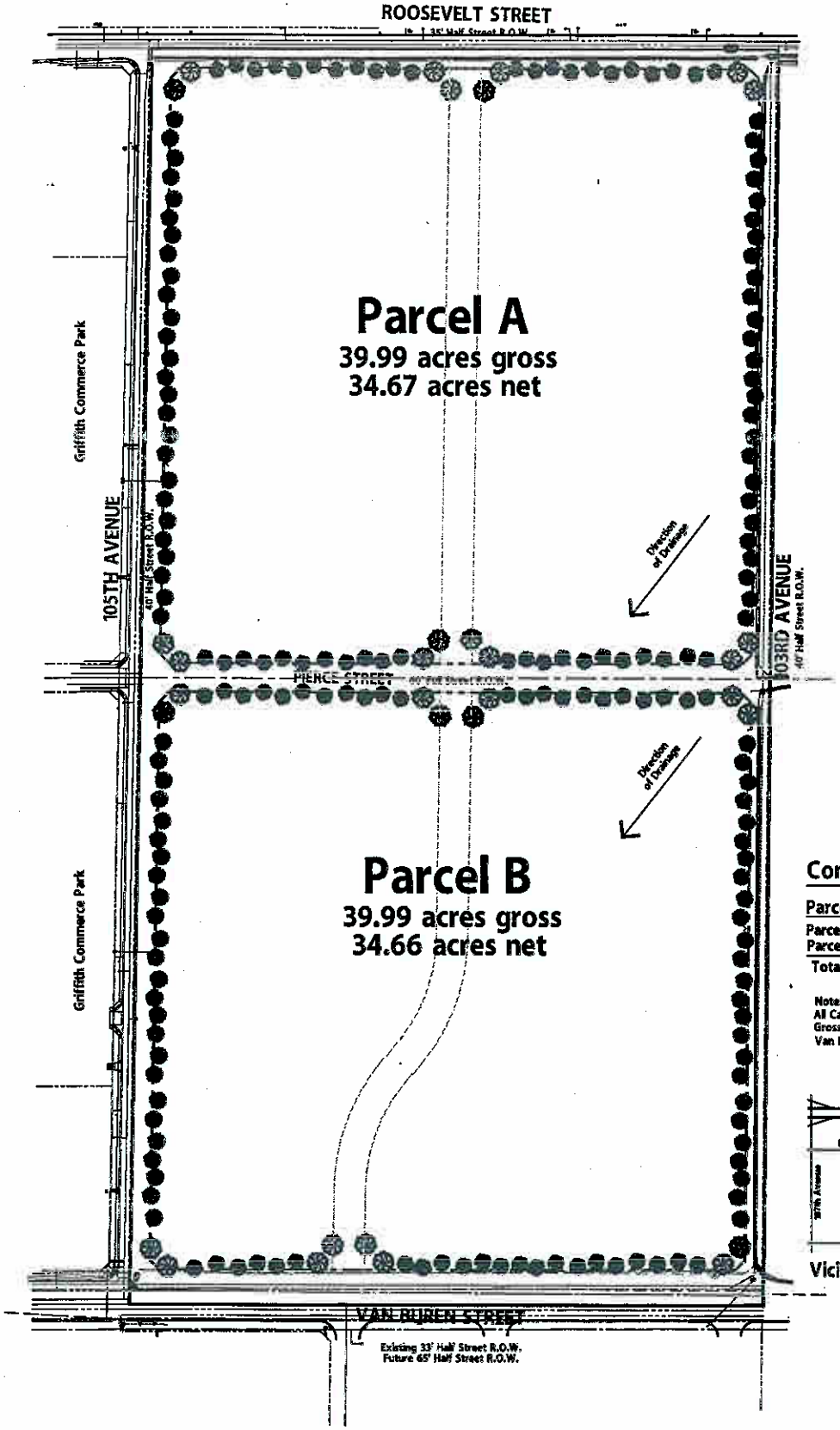
Three Rivers Commerce Park
Avondale, Arizona
05117
11.AUG.05

SHILOH DEVELOPMENT

Proposed 80 Acre PAD



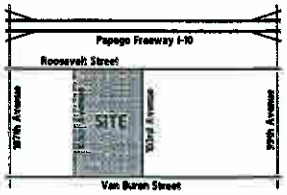
Existing Zoning



Conceptual Plan Data:

Parcel/Phase:	Gross Acres:	Net Acres:
Parcel A	39.99	34.67
Parcel B	39.99	34.66
Totals:	79.98	69.33

Note:
All Calculations are Approximate.
Gross Acres Includes Existing
Van Buren St. 33' R.O.W.



Vicinity Map

Prepared By:
DFDCornoyerHedrick
2425 E. Camelback Road #400
Phoenix, Az. 86016
(602)381-4848
Contact: Mike Edwards

Conceptual PAD Plan

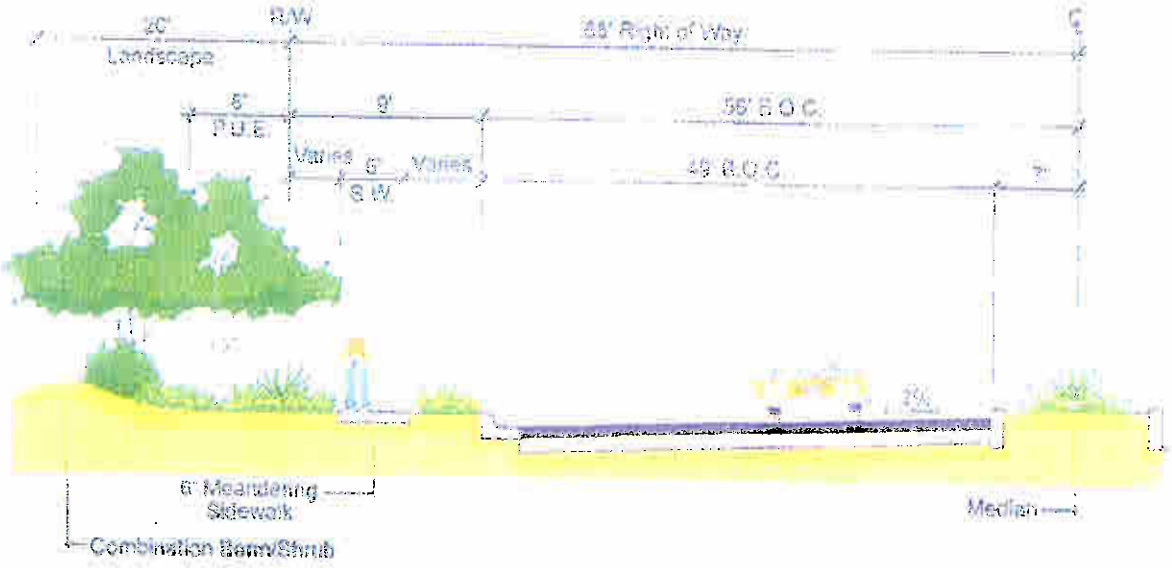
Date: 12.2.05

0' 100' 200' 300' 400'

architecture
interior architecture
space planning
facilities management
land planning
landscape architecture
graphic design

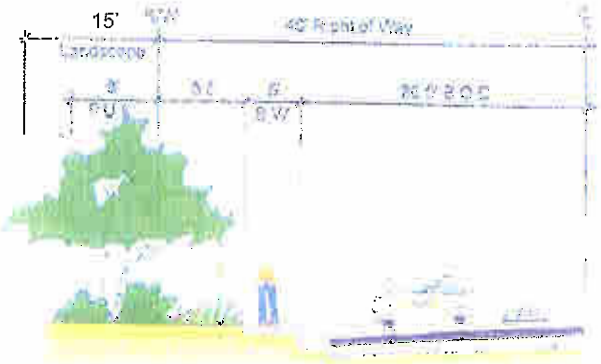
Three Rivers Commerce Park
Avondale, Arizona
05117
11.AUG.05

SHILOH DEVELOPMENT



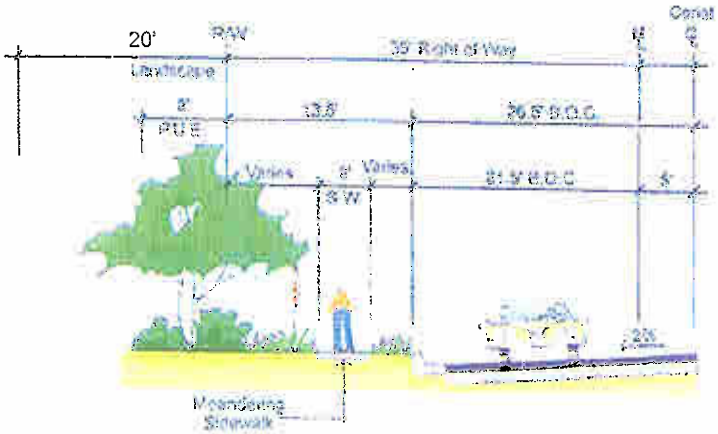
Typical Section: Van Buren Street

Note: Trees to be located outside of the PUE per Engineering Department's request



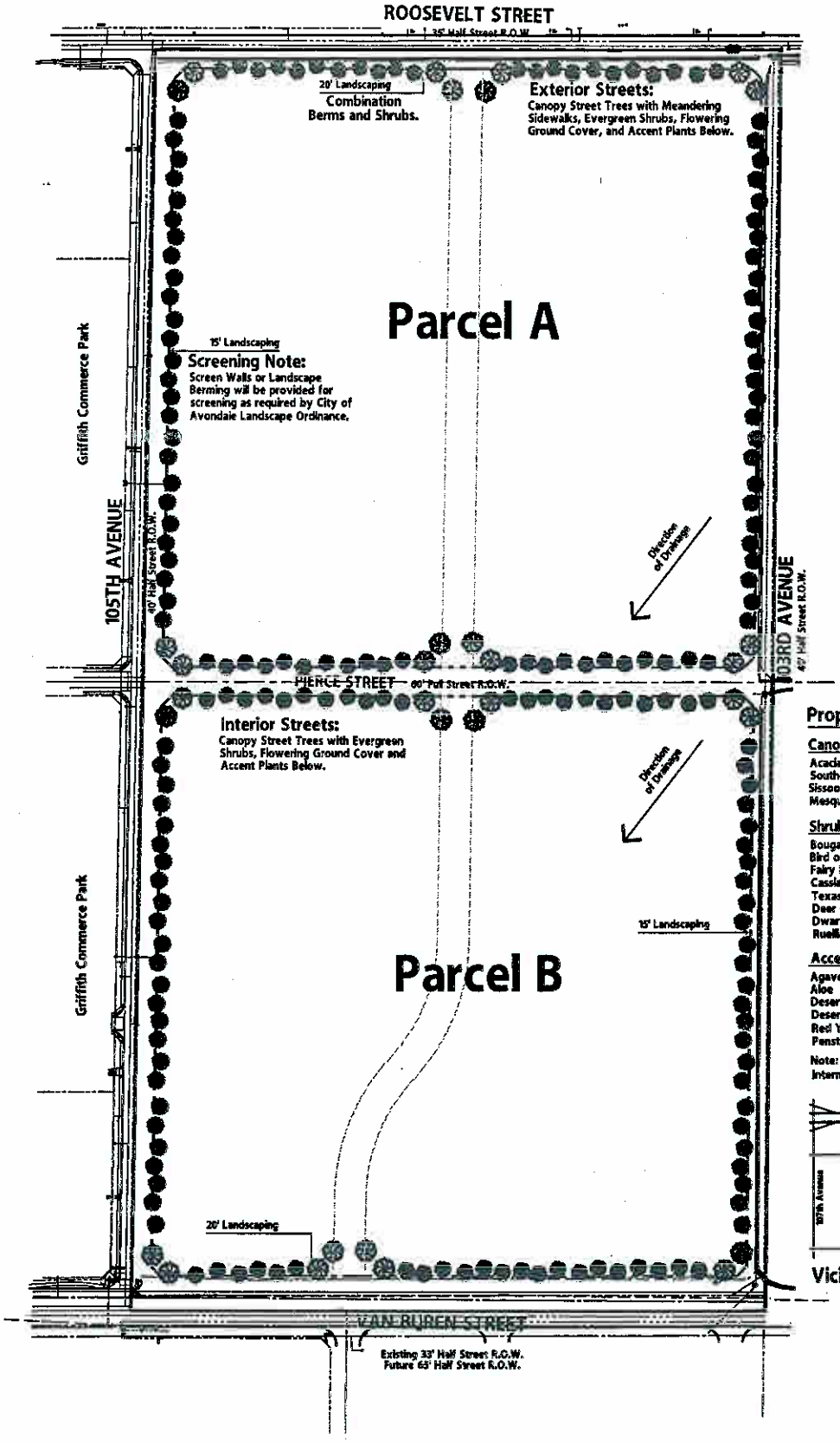
Typical Section: 105th & 103rd Avenues

Typical Section: Pierce Street



Typical Section: Roosevelt Street Looking West

Note: Trees to be located outside of the PUEs per Engineering Department's request



Proposed Plant Materials List:

Canopy Trees:	Palm Trees:
Acacia	Date Palms
Southern Live Oak	
Sissoo Tree	
Mesquite	

Shrubs:	Ground Covers:
Bougainvillea	Trailing Acacia
Bird of Paradise	Dwarf Coyote Bush
Fairy Duster	Ground Morning Glory
Cassia	Trailing Lantana
Texas Ranger	
Deer Grass	
Dwarf Oleander	
Ruellia	

Accents:	Lawn:
Agave	Santa Anna
Aloe	Rye Overseed (winter)
Desert Marigold	
Desert Spoon	
Red Yucca	
Penstemon	

Note: No Lawn to be installed in R.O.W.
Internal streets will have 15' landscape frontage.

Vicinity Map

Prepared By:
DFDCornoyerHedrick
2425 E. Camelback Road #400
Phoenix, Az. 86016
(602)381-4848
Contact: Mike Edwards

Date: 12.2.05

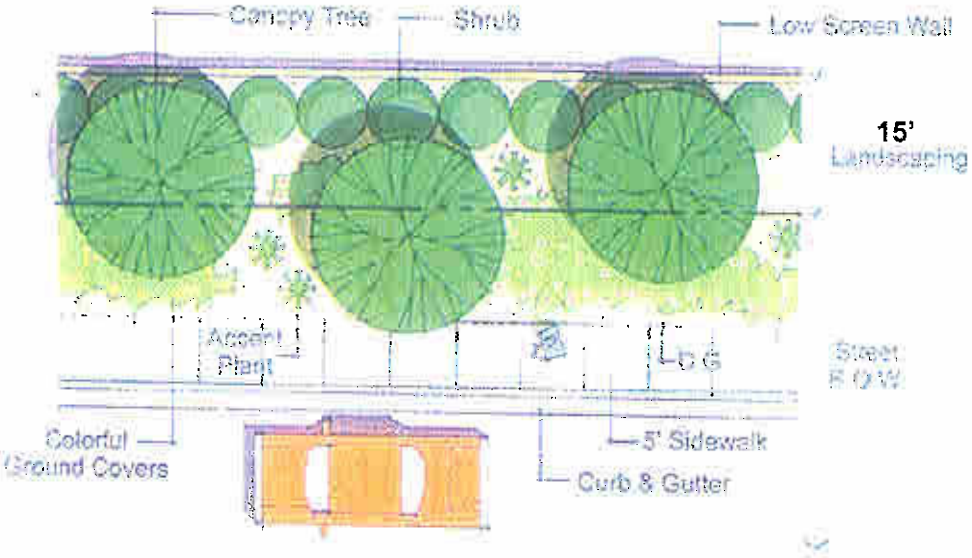
Landscape Concept Plan

0' 100' 200' 300' 400'

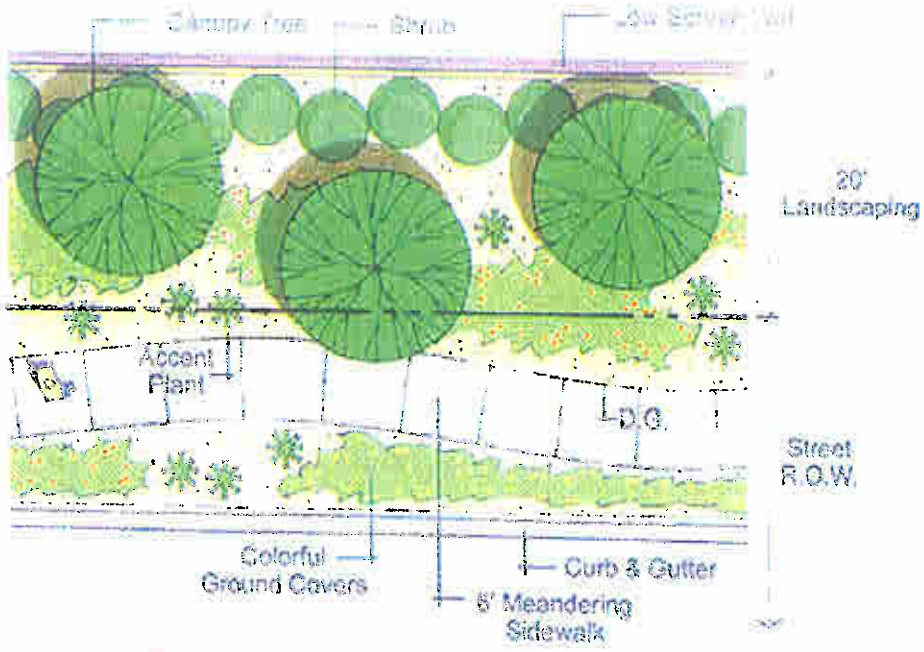
architecture
interior architecture
space planning
facilities management
land planning
landscape architecture
graphic design

Three Rivers Commerce Park
Avondale, Arizona
05117
11.AUG.05

SHILOH DEVELOPMENT



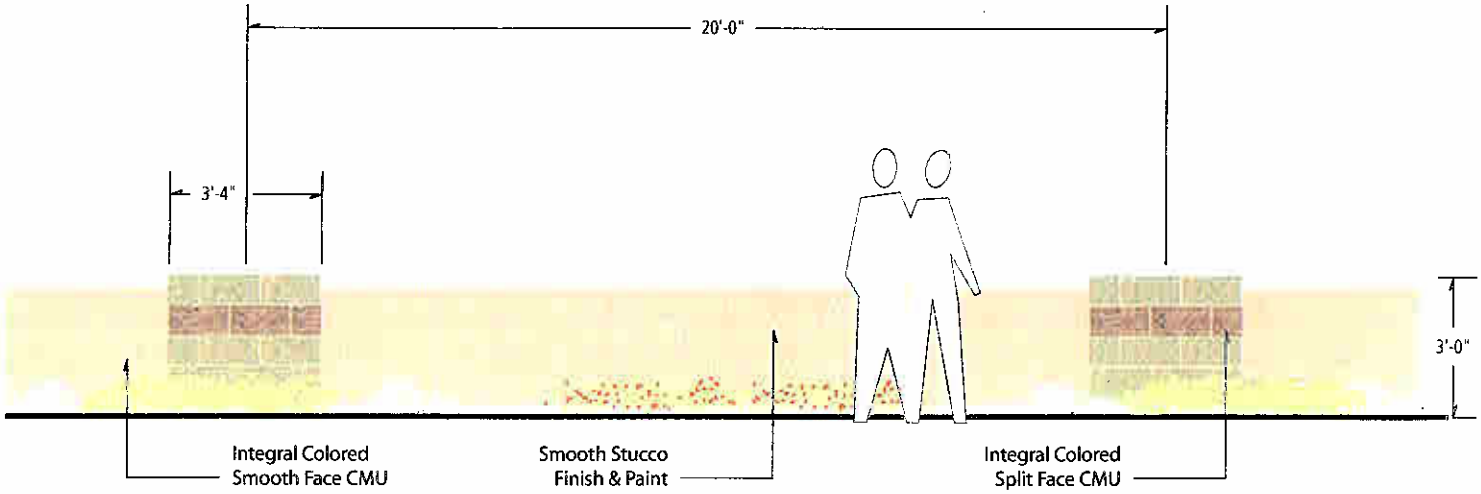
Typical 15' Landscape Tract
105th Ave., 103rd Ave., **Pierce**



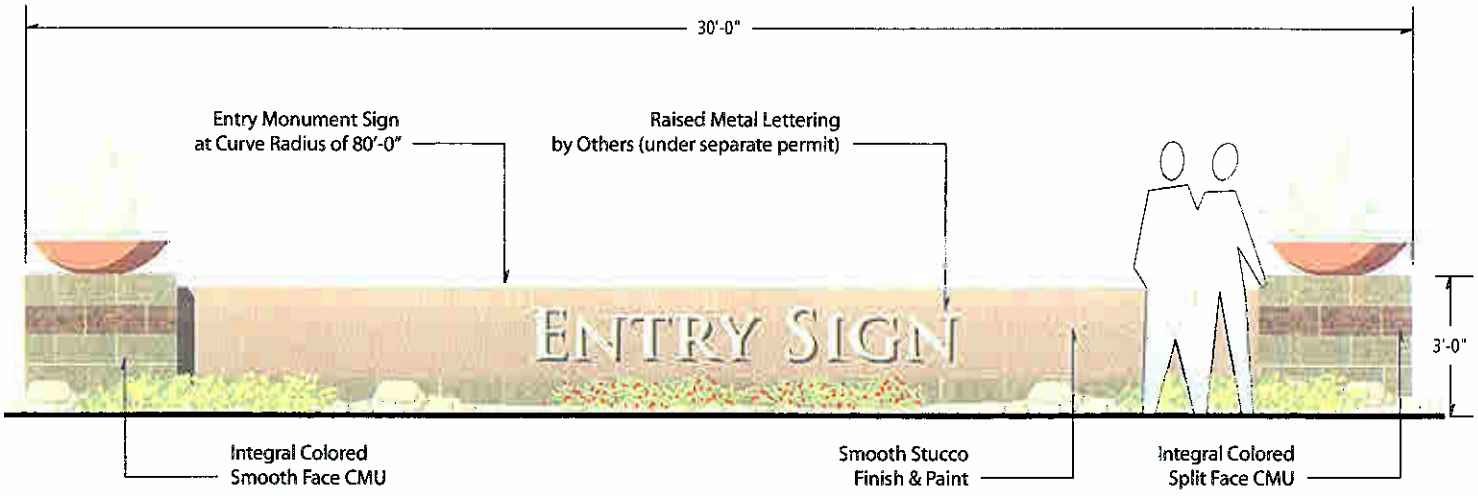
Typical 20' Landscape Tract
Van Buren Street

Roosevelt Street

Note: Trees to be located outside of the PUEs per Engineering Department's request



3' SCREEN WALL



ENTRY MONUMENT WALL

DFD CornoyerHedrick	DESCRIPTION Entry Monument Sign Concept	SCALE 1/4"=1' PROJECT Avondale Office NUMBER TBD DATE 12.4.2005 REVISED	DRAWING NO.	GD 101

© 2005 DFD CornoyerHedrick

Office Suites

Office Suites

Corporate Center

Commerce Park

Commerce Park

Retail Commercial

Hotel

EXHIBIT E

ORDINANCE NO. 1165-106

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF VAN BUREN STREET AND 103RD AVENUE AS SHOWN IN FILENAME A-03-622, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment 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, December 15, 2005, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on January 17, 2006.

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

SECTION 1. That ± 80 acres of certain real property generally located at the northwest corner of Van Buren Street and 103rd Avenue as shown in filename A-03-622 (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 conditions:

1. Development shall be in conformance with the Three Rivers Commerce Center General Development Plan date stamped December 5, 2005 except as modified by these stipulations.

2. In accordance with Section 607.A of the Zoning Ordinance, development of the first development unit shall commence within two (2) years of the date upon which the PAD zoning is approved.

3. Access to all parcels shall be provided by interior local streets only as determined at the time of master site plan approval. No parcels or individual lots shall be allowed direct access to Roosevelt Street, Van Buren Street, 103rd Avenue, or 105th Avenue.

4. Perimeter walls shall be installed adjacent to all streets. The design of all perimeter walls shall match Exhibit I. All interior screen walls shall match the architecture of the building.

5. All signage shall comply with the City of Avondale Sign Ordinance with the following exceptions:
    a. Entry monuments that identify the commerce park shall be permitted per the General Development Plan and Program and these stipulations.
    b. Each parcel shall have no more than one freestanding sign. The location of the signs shall be limited to the interior street.
    c. The provisions of Section 909.C.6 concerning a freeway pylon sign shall not apply.
    d. Sign fields for all wall signs shall be determined at time of final site plan approval. In addition, the sign cannot exceed 80% of the length or 70% of the height of the sign field.
    e. Exposed raceways shall not be permitted.
    f. Commerce park identification signs shall be provided at the intersections of all streets and the entrances into the park as determined at time of master site plan approval.

6. Automobile related uses shall only be permitted as part of a master planned automobile center with a maximum size of ten aces adjacent to Roosevelt Street.

7. All vehicle sales and leasing type uses shall be prohibited.

8. Prior to division of the property, a property owner's association shall be formed and funded for the maintenance of perimeter walls, landscaping, common open space areas, and center monument signage. A property owner's association will be formed with covenants, conditions and restrictions (CC&Rs) outlining responsibilities for maintenance of common tracts and regulations for consistency and maintenance of the project, including but not limited to landscaping, screen walls and individual signage prior to issuance of a building permit on any portion of Parcels A or B.

9. The landscaping for 103rd Avenue shall include the street tree theme.

10. Pedestrian refuge areas with a minimum of 100 square feet shall be provided for each individual lot. Each pedestrian refuge area shall include seating, landscaping and shade.

11. The developer shall provide a traffic study at the time of master site plan approval. The study shall include analysis for future traffic signals.

12. The developer shall be responsible for their proportionate share of the cost of the design and construction of any traffic signals as determined at the time of master site plan approval.

13. Street improvements shall be required as follows as determined by the City Engineer:

Street	Right-of-way Required	Street Improvements
Van Buren Street	65' half street	3.5 travel lanes, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.
103rd Avenue	40' half street	1.5 travel lanes, curb and gutter, attached sidewalks, street lights and landscaping
Roosevelt Street	35' half street	1.5 travel lanes, curb and gutter, detached sidewalks, street lights and landscaping.
105th Avenue	40' half street	1.5 travel lanes, bike lane, curb and gutter, attached sidewalks, street lights and landscaping
Pierce Street	80' full street	2 travel lanes, median, curb and gutter, attached sidewalks, street lights and landscaping
Internal Local Streets	60' full street	1 travel lane, curb and gutter, detached sidewalks, street lights and landscaping.

14. Street improvements adjacent to Parcel A shall include the full length of the south half of Roosevelt Street, the full length of the east half of 105th Avenue, the full length of the west half of 103rd Avenue and the full width of Pierce Street. The improvements for all street segments adjacent to Parcel A shall include pavement, curb and gutter and streetlights. Landscaping and sidewalks shall be installed as determined at time of master site plan approval.

15. Street improvements adjacent to Parcel B shall include the full length of the north half of Van Buren Street, the full length of the east half of 105th Avenue, the full length of the west half of 103rd Avenue and the full width of Pierce Street. The improvements for all street segments adjacent to Parcel A shall include pavement, curb and gutter and streetlights. Landscaping and sidewalks shall be installed as determined at time of master site plan approval.

16. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to division of the property.

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.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 17, 2006.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

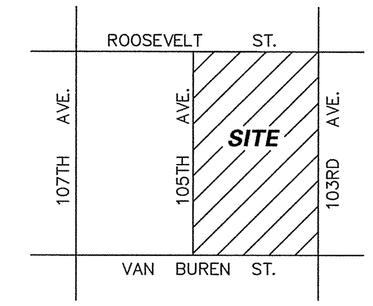
Andrew J. McGuire, City Attorney

623382.2

FINAL PLAT
"THREE RIVERS COMMERCE PARK"
A SUBDIVISION IN THE CITY OF AVONDALE

LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA.

OWNER: ARIZONA LAND COMPANY, LLC



N.T.S.

VICINITY MAP

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS: THAT ARIZONA LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS OWNER, HAVE SUBDIVIDED UNDER THE NAME OF THE "THREE RIVERS COMMERCE PARK", LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "THREE RIVERS COMMERCE PARK", AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, AND EASEMENTS CONSTITUTING THE SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME, GIVEN EACH RESPECTIVELY, ON SAID PLAT AND THAT THE OWNERS, HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES..

IN WITNESS THEREOF, ARIZONA LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AS THE UNDERSIGNED OWNER, THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2007.

BY: ARIZONA LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY
ITS: MANAGING MEMBER

BY: _____
DOUG DRAGOO, CEO

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2007, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DOUG DRAGOO, WHO ACKNOWLEDGED HIMSELF TO BE CEO OF ARIZONA LAND COMPANY, LLC, SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN.

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

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

LEGAL DESCRIPTION

A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 33 FEET.

ZONING

THE CURRENT ZONING FOR THIS SUBDIVISION IS PAD, PER ORDINANCE No. 1165–106.

100 YEAR WATER SUPPLY

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

UTILITIES NOTES

ALL UTILITIES ELECTRICAL & COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

OWNER

ARIZONA LAND COMPANY, LLC
7202 EAST CAREFREE DRIVE
SUITE 200
P.O. BOX 5061
CAREFREE, ARIZONA 85377
PHONE: (480) 488–0350
FAX: (480) 488–4780
CONTACT: DOUG DRAGOO

SURVEYOR

HUNTER ENGINEERING, P.C.
10450 N. 74TH STREET
SUITE 200
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991–3985
FAX: (480) 991–3986
CONTACT: KENNETH J. KLAUSS, R.L.S.

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF VAN BUREN STREET, BEING A BEARING SOUTH 88°51'22" WEST AS SHOWN ON THE PLAT OF "GRIFFITH COMMERCE PARK", RECORDED IN BOOK 670, PAGE 18, RECORDS OF MARICOPA COUNTY, ARIZONA.

NOTES

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF AVONDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

2. "NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE PUBLIC UTILITY EASEMENTS EXCEPT; UTILITY INSTALLATIONS, WOODEN, WIRE OR REMOVABLE SECTION TYPE FENCING, OR PAVING. NO VEGETATION SHALL BE PLANTED WITHIN THE EASEMENT EXCEPT GRASS AND/OR OTHER LANDSCAPING AS APPROVED BY THE DEVELOPMENT SERVICES DEPARTMENT LANDSCAPE ARCHITECT. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF AVONDALE SHALL NOT BE REQUIRED TO REPAIR OR REPLACE ANY OBSTRUCTIONS, PAVING OR VEGETATION THAT BECOMES DAMAGED OR MUST BE REMOVED DURING THE COURSE OF REQUIRED CONSTRUCTION, RECONSTRUCTION, MAINTENANCE OR REPAIR."

3. STRUCTURES AND LANDSCAPING WITHIN A TRIANGLE MEASURED BACK 10' FROM THE PROPERTY LINE AND 20' ALONG THE PROPERTY LINE ON EACH SIDE OF THE DRIVEWAY ENTRANCES WILL BE MAINTAINED AT A MAXIMUM HEIGHT OF 3'.

4. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.

5. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

6. OWNERS OF PROPERTY ADJACENT TO PUBLIC RIGHT–OF–WAY WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL LANDSCAPING WITHIN THE RIGHTS OF WAYS IN ACCORDANCE WITH APPROVED PLANS.

RATIFICATION AND APPROVAL OF MAP

STATE OF ARIZONA))
)SS
STATE OF ARIZONA)

KNOWN ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED BEING THE BENEFICIARY OF RECORD IN DEED OF TRUST DATED NOVEMBER 20, 2006 AND RECORDED ON NOVEMBER 20, 2006, IN DOCUMENT NUMBER 2006–1523109, RECORDS OF MARICOPA COUNTY, ARIZONA, WITH RESPECT TO CERTAIN PROPERTY WHICH HAS BEEN PLATTED HEREON, RATIFIES, CONFIRMS AND APPROVES THE CONDOMINIUM MAP AND EVERY DEDICATION MORE SPECIFICALLY SET FORTH HEREON.

IN WITNESS THEREOF:

THE UNDERSIGNED HAS CAUSED ITS NAME TO BE SIGNED AND TO BE AFFIXED BY ITS UNDERSIGNED OFFICER BEING THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2007.

STILLWATER NATIONAL BANK AND TRUST COMPANY

BY: _____

TITLE: _____

APPROVALS

APPROVED BY:

_____ _____
CITY ENGINEER DATE

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE,

ARIZONA ON THE _____ DAY OF_____ , 2007.

BY:_____ DATE:_____
MAYOR

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2006, AND THAT THE PLAT IS CORRECT AND ACCURATE AS SHOWN; THAT THE MONUMENTS SHOWN HEREON EITHER EXIST OR WILL BE SET; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE PLAT TO BE RETRACED.

Kenneth J. Klauss
Registered Land Surveyor #33860

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33860
KENNETH J.
KLAUSS
Expires 1/9/07
ARIZONA, U.S.A.

PLANNING
RECEIVED
JAN 2007
DIVISION

RECORDER

NO.	DATE	REVISION	BY

FINAL PLAT:
"THREE RIVERS COMMERCE PARK"

DESIGN BY: KJK
DRAWN BY: KJK
CHECKED BY: GRB

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH STREET
SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

FINAL PLAT
"THREE RIVERS COMMERCE PARK"
A SUBDIVISION IN THE CITY OF AVONDALE
LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 5
TWNSHP: 1
RANGE: 1

JOB NO
SHIL002

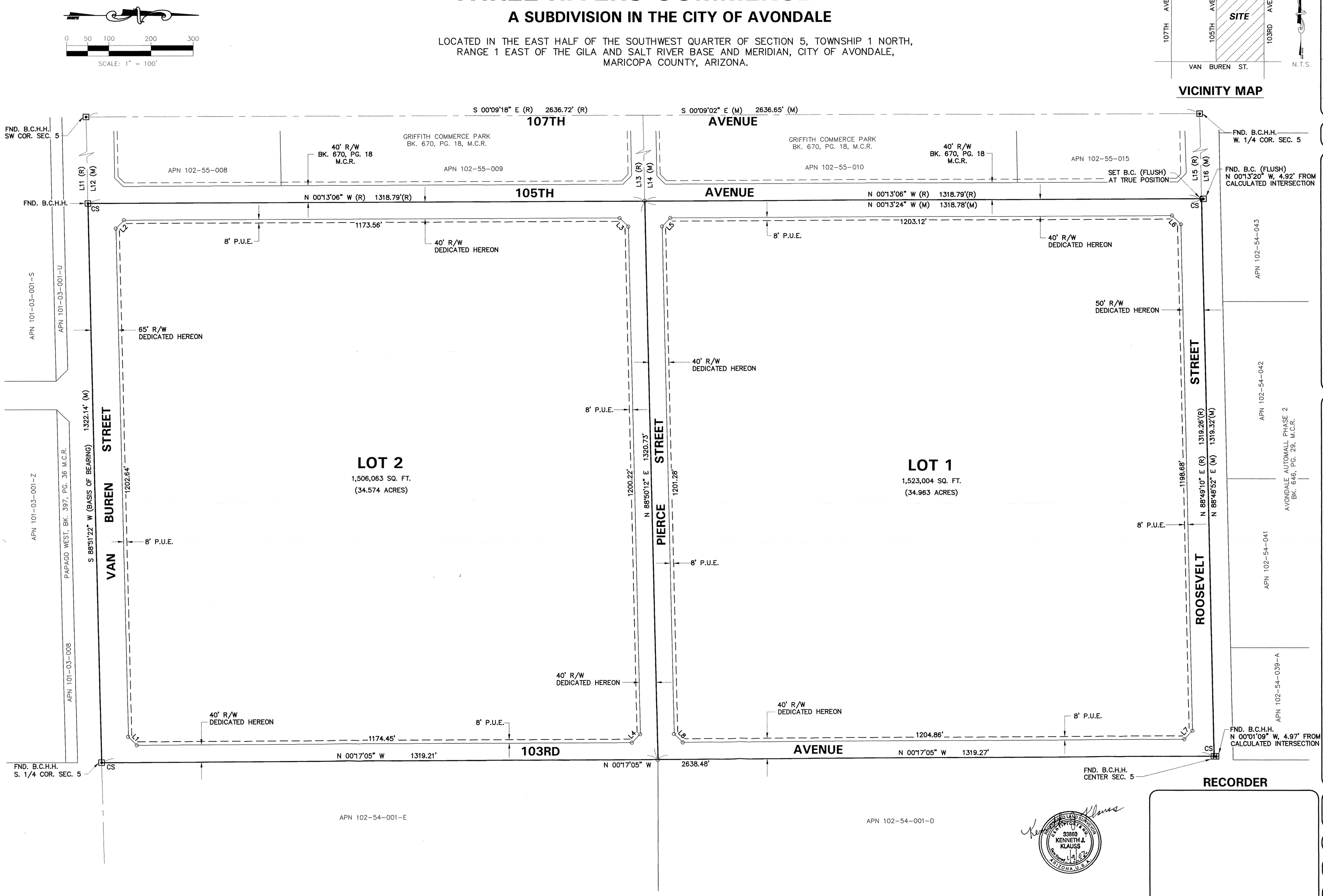
SCALE
1"=10

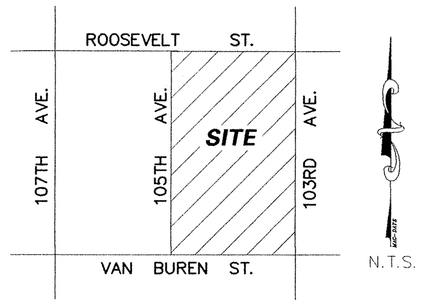
SHEET
1 OF

EXHIBIT F

FINAL PLAT
"THREE RIVERS COMMERCE PARK"
A SUBDIVISION IN THE CITY OF AVONDALE

LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA.





VICINITY MAP

NO.	DATE	REVISION	BY

FINAL PLAT: "THREE RIVERS COMMERCE PARK"

DESIGN BY: KJK
DRAWN BY: KJK
CHECKED BY: GRB

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH STREET
SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

FINAL PLAT
"THREE RIVERS COMMERCE PARK"
A SUBDIVISION IN THE CITY OF AVONDALE
LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 5
TWNSHP: 1 N.
RANGE: 1 E.

JOB NO.: SHIL002-SP

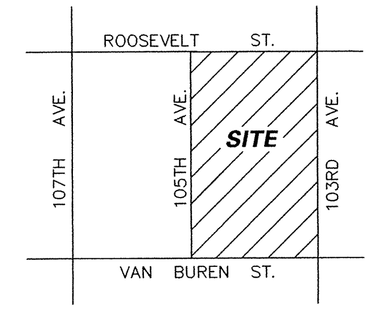
SCALE 1"=100'

SHEET 2 OF 3

FINAL PLAT
"THREE RIVERS COMMERCE PARK"
A SUBDIVISION IN THE CITY OF AVONDALE

LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA.

OWNER: ARIZONA LAND COMPANY, LLC



N.T.S.

VICINITY MAP

LEGEND

CS	CORNER OF SUBDIVISION
P.U.E.	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDS
APN	ASSESSOR'S PARCEL NUMBER
B.C.H.H.	BRASS CAP IN HANDHOLE
(R)	RECORD BEARING & DISTANCE
(M)	MEASURED BEARING & DISTANCE
⊙	SET BRASS CAP FLUSH PER MAG. DETAIL 120-2
○	SET 1/2" REBAR RLS 33860
▣	FOUND MONUMENT AS NOTED
———	SUBDIVISION BOUNDARY LINE
———	LOT LINE
——— – ———	SECTION LINE & CENTERLINE
·····	EXISTING RIGHT-OF-WAY LINE
– – – – – –	PUBLIC UTILITY EASEMENT LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S44°17'35"W	28.00'
L2	S45°40'37"E	27.72'
L3	S44°18'47"W	29.18'
L4	S45°43'01"E	28.18'
L5	S45°41'13"E	28.02'
L6	S44°18'20"W	29.51'
L7	N45°43'28"W	28.03'
L8	N44°17'00"E	27.66'
L9	NOT USED	
L10	NOT USED	
L11(R)	S88°51'22"W	1322.16'
L12(M)	S88°51'22"W	1322.15'
L13(R)	N88°50'12"E	1320.73'
L14(M)	N88°50'12"E	1320.71'
L15(R)	N88°49'01"E	1319.25'
L16(M)	N88°48'52"E	1319.32'

GROSS LOT AREA TABLE

LOT NO.	AREA (ACRES)	SQUARE FEET
1	39.966	1,740,922
2	40.008	1,742,747
TOTAL	79.974	3,483,669

NET LOT AREA TABLE

LOT NO.	AREA (ACRES)	SQUARE FEET
1	34.963	1,523,004
2	34.574	1,506,063
TOTAL	69.537	3,029,067

DEDICATED RIGHT-OF-WAY AREA TABLE

AREA (ACRES)	SQUARE FEET
10.437	454,602

RECORDER

NO.	DATE	REVISION	BY

FINAL PLAT: "THREE RIVERS COMMERCE PARK"

DESIGN BY: KJK
DRAWN BY: KJK
CHECKED BY: GRB

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH STREET
SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

FINAL PLAT
"THREE RIVERS COMMERCE PARK"
A SUBDIVISION IN THE CITY OF AVONDALE
LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 5
TWNSHP: 1 N.
RANGE: 1 E.

JOB NO.: SHIL002-SP

SCALE 1"=100'

SHEET 3 OF 3

EXHIBIT G

Three Rivers
Planned Area Development
Request for Time Extension

PLANNING DIVISION RECEIVED 2007

Narrative

The Three Rivers PAD comprises eighty (80) acres of land located at the northeast corner of 105th Avenue and Van Buren Street in Avondale, Arizona. Avondale Staff has indicated that the PAD approval will expire on January 17, 2008.

Since the approval of the PAD, the south forty (40) acres of the site has been sold to Maricopa County for development of the County's West Court Facility. The County is currently in the design development process for phase one of this complex.

The northern forty (40) acres remains in private ownership. A PAD Amendment to establish a revised master development plan for the northern forty acres has been filed with the City of Avondale. Additionally, a Site Plan Application for final site plan approval for phase one development of this property is currently being prepared. This application should be filed with the City by December 20, 2007.

This request seeks a time extension for the approved Three Rivers PAD. Given the pending PAD Amendment and Phase One Site Plan Application, an extension of time is appropriate.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2718-208 authorizing - Intergovernmental Agreement -Tolleson High School District - School Resource Detective - Westview High School

MEETING DATE:
February 4, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement between the Tolleson School District No. 214 and the City of Avondale to share the cost of providing a School Resource Detective (SRD) during the school year at an annual cost to the City of $45,039

BACKGROUND:

In 1994 the City of Avondale initiated partnerships with the three school districts in Avondale to establish a School Resource Detective program. Eventually, the School Districts and the City of Avondale made State and Federal grant requests to fund the SRD's. The Tolleson District secured funding from the Arizona Department of Education's (ADE) School Safety Grant for an SRD for Westview High School. This grant provides funding for the SRD during the school year while the City of Avondale provides compensation for the SRD during the summer school break. In October 2004 the concept of splitting the costs of an SRD with the respective Avondale School Districts was presented to the Avondale City Council and approved, in concept, in order to fund all future SRD's when grant funding is no longer available. While this is grant is still active currently, this concept has been discussed with the administrative staff at the Tolleson School District for future consideration.

The proposed IGA establishes funding agreements for the school year running from July 1, 2007 through June 30, 2008 and it provides for direction, supervision and management of the SRD assigned to Westview High School. The SRD will be assigned to the classroom where they teach a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRD provides a positive police role model for the students as well as serving as security advisors to school administrators. The police department enjoys the benefit of having an SRD assigned to the school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRD conducts follow up on criminal investigations involving the students attending their respective schools, which provides relief to Detectives who would otherwise handle these follow up investigations.

BUDGETARY IMPACT:

The Tolleson School District No. 214 has committed financially through grant funding to pay for the assigned SRD's salary, benefits, and school related overtime during the school year. The City of Avondale will pay for all costs associated with the SRD including salary, benefits, and overtime during the summer school break. Compensation for the SRD assigned to WestveiwHigh School is as follows:

- Total yearly salary and ERE for the assigned SRD $77,210.
- Assuming a 10 month school year, the cost to the school would be $32,171.
- The City's cost would be $45,039 as the City of Avondale will pay the entire two month salary and ERE when school is out of session.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement between

the Tolleson School District No.214 and the City of Avondale to share the cost of providing a School Resource Detectives during the school year at an annual cost to the City of $45,039

ATTACHMENTS:

Click to download

- RES - 2718-208

RESOLUTION NO. 2718-208

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO PROVISION OF SCHOOL RESOURCE DETECTIVE SERVICES FOR WESTVIEW HIGH SCHOOL.

WHEREAS, the Tolleson Union High School District No. 214 (the "District") is dedicated to providing a safe environment for its students; and

WHEREAS, the City of Avondale (the "City") desires to support the District in its student safety efforts and to provide a positive police presence at Westview High School; and

WHEREAS, the City and the District wish to set forth the rights and obligations of each party with respect to School Resource Detectives to be assigned to Westview High School.

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

SECTION 1. That the Intergovernmental Agreement between the City and the District with respect to School Resource Detectives at Westview High School (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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, February 4, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2718-208

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the date of the last signature below between the City of Avondale, an Arizona municipal corporation (the "City") and the Tolleson Union High School District No. 214, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its Safe Schools Grant to fund school resource detective services ("SRD Services") for Westview High School.

B. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police detectives to provide SRD Services at Westview High School.

C. The District is authorized to enter into this Agreement pursuant to A.R.S. § 15-342 and A.R.S. § 11-952.

D. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

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

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

a. The City shall provide SRD Services to the District at Westview High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

b. The Avondale Police Detectives performing SRD Services shall fulfill their duties as sworn law enforcement detectives for the State of Arizona. The SRD's may be temporarily assigned to duties other than the SRD Services during the school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

c. The Avondale Police Detectives involved with providing SRD Services will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRD's shall also provide a monthly recap of law related education ("LRE") (as more fully described in Exhibit A hereto), law enforcement activity and time on campus to the Dean of Students.

d. When school is not in session, including all breaks, the City shall have full discretion to assign the Avondale Police Detectives responsibilities; provided, however, that the City shall be responsible for 100% of the SRD's costs when so assigned.

e. The roles and responsibilities of the City and the District with respect to the SRD Services shall be as set forth in the School Safety Program Guidance Manual, attached hereto as Exhibit A and incorporated herein by reference.

1.2 Accounting and Documentation. The Avondale Police Detectives' salaries and employer-paid benefits rate shall be used to calculate the amount due from the District for SRD Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

a. The District shall pay 100% of the costs associated with SRD Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten month period covering the school year; the City shall pay 100% of the SRD's costs during the two month summer break and any other school breaks during which the City assigns the SRDs to the city related duties. The SRD's time spent at Westview High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRD overtime worked on school related investigations. SRDs must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school related overtime. The District will not pay for any SRD Services for a week-long school breaks in October, December, January and March nor for any personal vacations taken by the SRDs during any time that school is in session.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

c. The District shall provide office space that provides privacy for the Avondale Police Detectives to conduct confidential business. The office shall include the necessary equipment for the Detectives to effectively perform their duties, including telephone, desk, chair and filing cabinet.

2.2 SRD Related Training. The District shall pay $500.00 during the term of this Agreement toward the annual conference costs for each of the City's detectives that provide SRD Services to receive and maintain certification by the National Association of School Resource Organizations.

2.3 Non-Interference By District. No District or Westview High School administrator shall interfere with the Avondale Police Detectives' sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Term; Recording. The term of this Agreement shall be for one year from July 1, 2007 until June 30, 2008, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below. The City shall be responsible for filing this Agreement with the County Recorder.

3.2 Personnel. The City represents that it has sworn Avondale Police Detectives to perform the SRD Services required in Section I of this Agreement.

3.3 Independent Contractor. The City acknowledges and agrees that the services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District. City, its employees and subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. District and City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRD Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Safe Schools Grant fund become unavailable for any reason.

3.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly

given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles P. McClendon, City Manager Facsimile: (623) 333-0100 E-mail: cmcclendon@avondale.org
With copy to:	Gust Rosenfeld, PLC 201 East Washington Street, Suite 800 Phoenix AZ 85004-2327 Attn: Andrew J. McGuire, Esq. Facsimile: (602) 340-1538 E-mail: amcguire@gustlaw.com
If to the District:	Tolleson Union High School District 9801 West Van Buren Street Tolleson, AZ 85353 Attn: LeAnn Burns Facsimile: (623) 478-4197 E-mail:LeAnn.Burns@tuhsd.org
With a copy to:	Udall, Shumway & Lyons, P.L.C. 30 West First Street Mesa, AZ 85203 Attn: Bert D. Millett, Esq. Facsimile: (480) 833-9392 E-mail: bdm@udallshumway.com

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

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

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies).

3.8 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

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

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property Upon Termination of the Agreement**.** The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

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

"City"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Marie Lopez Rogers, Mayor

Date:_____

ATTEST:

_____
Linda M. Farris, City Clerk

"District"

TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214, an Arizona School District

By: _____
Kino V. Flores, Superintendent

Date:_____

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

_____
Bert D. Millett, Attorney for the District

_____
Andrew J. McGuire, Attorney for City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES

[School Safety Program Guidance Manual]

See following pages.

AVONDALE POLICE DEPARTMENT SRD PROGRAM

I. Introduction.

The mission of the Avondale Police SRD Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRD will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRD will establish trusting lines of communication with students, parents and teachers. SRD's will serve as positive role models to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. SRD's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRD's will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SRD's will follow the established Mission and Values of the Avondale Police Department in the course of their duties at Avondale Schools. These Mission and Values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. Accountability: All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. Customer Service: We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. Diversity: We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the police department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "civilian" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. <u>Goals</u>.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch and after school.

B. Reduction of criminal offenses committed by students.

1. Give 90 LRE (Law Related Education) presentations per semester.
2. Provide LRE counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRD Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRD shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRD Accountability: The Westview High School principal or designee will provide a written evaluation of the SRD performance relating to the goals established in this MOU once a semester. School staff shall contact the SRD Supervisor to report performance or conduct related complaints involving SRDs' as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRD.

V. Procedures.

The City of Avondale SRD Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SRD's are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SRD's shall not enforce any school or district rules.
- SRD's are not disciplinarians and shall not assume this role under any circumstances.
- SRD's report directly to an Avondale Police Supervisor for all activities.
- SRD's will not involve themselves with Westview High School administrative matters that are not criminal offenses.
- SRD's are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with Westview High School.

- SRD's will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SRDs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRD Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents
- Willingness to teach law-related education
- Supportive of prevention strategies
- Satisfactory employment history with supporting documentation
- Demonstrated effectiveness in working with youth
- Oral and written communication skills
- Ability to effectively interact and communicate with diverse sets of individuals
- Supportive of the philosophy of the SRD Program
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students
- AZPOST certified general instructor

B. SRD Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRD Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRD is, first of all, a sworn law-enforcement officer. When necessary the SRD has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations. Following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRD should be involved when a student's conduct violates a law.
3. As partners in school safety, SRD and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRD assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRD should know the role of the PO.
5. Serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. Build a relationship with students, parents and staff that promote a positive image of law enforcement.

B. Law-Related Educator:

1. The SRD is expected to provide a minimum of 90 hours of classroom instruction in Law-Related Education (LRE) per semester (based upon a two-semester year). LRE does NOT consist of one-on-one or group counseling. The 90 hours of law-related education instruction, per semester, should be completed during the school day's regularly scheduled instruction periods. However, the building administrator has the discretion to approve the use of time spent before or after school on structured law-related instructional activities.

2. The SRD should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.

3. The SRD must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Westview High School Principal or designee:

    a. Total hours of LRE classroom instruction

b. LRE topic and law enforcement
c. Teacher name and subject of each class where an LRE lesson is taught
d. Total hours of Law Enforcement/ Probation activity
e. Time spent per LRE lesson • Total time spent off campus

C. Positive Role Model:

1. The SRD should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRD should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRD should be honest by providing accurate information.
4. The SRD should be consistent with students, staff, and parents; in applying rules and regulations.
5. The SRD should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRD should show respect by treating students with respect and expressing high expectations for them.
7. The SRD should always strive be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. <u>SRD Supervisor Role</u>:

The SRD Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRD Program.
- Attend SRD Program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRD keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRD's for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRD's, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRD misconduct.
- Regularly brief Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SRD's conduct timely, professional and thorough investigations of criminal activity on school campuses.

- Conduct one supervisory follow-up of a criminal investigation per SRD per semester. Includes a written evaluation and assessment of the SRD's performance.
- Meet collectively with SRD's once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRD activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SRD's, once a month to discuss SRD performance and law enforcement related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRD Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRD Program philosophy to all site staff.
2. Understands the SRD Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRD program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRD while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRD before the first day of duty to review the Service Agreement, Operational Procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRD on a regular schedule.
9. Directs staff development of teachers and SRD involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRD relating to their role as an SRD.

C. Teacher:

1. Supports and communicates information about the SRD Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.

3. Teams with the SRD in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the SRD Program and carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. Only officers that have performed in a satisfactory manner should be considered for further service in the SRD Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)[1]

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies*.)

B. Possible Benefits. Law-Related Education is a component of the SRD Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

[1] Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

- to explore and reflect on theirs and others' perspectives,
- to express and defend their views, to listen to the views of others,
- to develop arguments for both sides of an issue, to mediate, and
- to formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not

individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system".

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education
www.ade.az.gov
Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education
http://azbf.org/AZFLSE/lre/lre.cfm
The site will provides up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids
www.lawforkids.org Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)
http://www.azprevention.org/
APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE
http://jointogether.org

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe
www.keepschoolssafe.org
A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)
www.nasro.org
Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)
www.asroa.org
Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Clearinghouse for Alcohol and Drug Information
www.health.org
A comprehensive federal clearinghouse on alcohol and drug information.

National Dropout Prevention Center
www.dropoutprevention.org
Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools
www.nwrel.org
Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center
www.nssc1.org
Clearinghouse for school safety information.

National Youth Gang Center
www.iir.com/nygc
Provides information about gangs and effective responses to them.

Partners Against Violence – PAVNET Online
www.pavent.org
Clearinghouse of information about violence and youth-at-risk.

Office of Juvenile Justice and Delinquency Prevention
www.ncjrs.org

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)
www.crf-usa.org
Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)
www.abanet.org
Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc
www.streetlaw.org
Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2717-208 -Intergovernmental Agreement – Cooperative Law Enforcement Training Operations Among Public Agencies in Arizona

MEETING DATE:
February 4, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement between public agencies in the state of Arizona and the City of Avondale. This IGA establishes a consistent method of treating recruit, in-service and specialty training among law enforcement agencies in Arizona who either provide (host) or send police officers to (non-host) police training programs.

BACKGROUND:

Currently a consistent method of determining how police agencies provide training or send police officers or sworn personnel to training does not exist. This IGA provides a consistent method of determining how fees for attendance will be assessed for attendance, how training records will be maintained, the type of equipment that may be required to attend the class, how disciplinary action will be administered, how academic requirements are established to complete the class and how worker's compensation is provided. While this IGA provides a consistent method of providing new police officer recruit training between a host agency and a non-host agency, it is not limited to police recruit training alone. It also provides a consistent method of providing all police training to sworn police officers and civilian employees of every police department in Arizona. Every public agency in Arizona has been asked to be a party to this agreement which will expire on the 1st day of January, 2015.

BUDGETARY IMPACT:

There is not budgetary impact from this IGA. Any funds required to attend training programs will be requested through the annual budget process.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement between all public agencies in Arizona and the City of Avondale to establish a consistent method of providing or sending police employees to training programs in Arizona.

ATTACHMENTS:

Click to download

- RES - 2717-208

RESOLUTION NO. 2717-208

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH PUBLIC LAW ENFORCEMENT AGENCIES WITHIN THE STATE OF ARIZONA RELATING TO PROVISION OF LAW ENFORCEMENT TRAINING AND ASSESSMENT.

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

SECTION 1. That the Intergovernmental Agreement between the City of Avondale and public law enforcement agencies within the State of Arizona relating to provision of law enforcement training and assessment (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, February 4, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2717-208

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT REGARDING COOPERATIVE LAW ENFORCEMENT TRAINING OPERATIONS AMONG PUBLIC AGENCIES WITHIN THE STATE OF ARIZONA

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this ____ day of January, 2008. Any public agency, as that term is defined in Arizona Revised Statutes § 11-951, that complies with the provisions of A.R.S. §11-952, and files a document with the Secretary of State that references this agreement and meets the requirements of the statute, shall be a Party to this agreement as of the date of that agency's filing with the Secretary of State.

I. Purpose of Agreement

The Parties desire to enter into this agreement for the purpose of conducting joint training or attending training hosted by either of the Parties' Police Departments or Law Enforcement Agencies. Such training may include, but is not limited to, recruit and in-service academy training and specialty schools for both sworn and civilian personnel.

II. Authority

The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§11-951, 952, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitutions or other governing authority.

III. Definitions

a. Host Agency: The Party sponsoring or conducting the training.
b. Non-Host Agency: The Party that has sent employees to training at a Host Agency.
c. Partnering Non-Host Agency: A public body that is not a signature party to this Intergovernmental Agreement, but who has entered a substantially similar agreement with the Host Agency.
d. Training Attendee: An employee of the Host Agency, Non-Host Agency or Partnering Non-Host Agency who is or has attended training at the Host Agency.

IV. Duration and Termination

This Agreement shall begin on the 1st day of January, 2008, or shall become effective as to each Party on the date the Party files with the Secretary of State as required by A.R.S. § 11-952(G), whichever occurs later. The agreement shall terminate on the 1st day of January, 2015.

This Agreement may be terminated by either Party, with or without cause, upon thirty - (30) days written notice to the other Parties. Notwithstanding the foregoing, if the Host

Agency terminates this Agreement, such termination, unless for cause, shall not affect the continued participation of any training attendee currently attending a training program.

V. Fees for Training

The Parties shall agree upon a reasonable fee that the Non-Host Agency shall pay to the Host Agency for training that falls within this agreement. In establishing the fee, the Parties may consider the nature and duration of the training; the additional expenses associated with participation by the Non-Host Agency; non-monetary contributions by the Non-Host Agency in facilities, personnel or equipment, the participation and monetary and non-monetary contributions of Participating Non-Host Agencies, and; the experience, value and goodwill inherent in the Parties training together. The Chief of Police of the Host Agency has the discretion to waive fees, in whole or in part, for the Non-Host agency when it is in the best interest of the Host agency.

VI. Availability of Training

Nothing in this agreement requires the Parties to host training or to provide training slots in any particular training class to a Non-Host Agency.

VII. Training Records

The Host Agency will provide original training records for training attendees upon the completion of any training, completion of the Academy or termination of the training attendee's participation in the Academy or other training. The Host Agency will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole when the law, law enforcement standards or best practices dictate the preservation of such information.

VIII. Equipment and Assistance With Training

The Host Agency shall provide information to the Non-Host Agency that specifies the equipment and materials that the Non-Host Agency must provide to its training attendees in order for the training attendee to participate in the training program. The Non-Host Agency agrees to provide such equipment to its training attendee(s) as a condition of participation in the training program.

Upon reasonable request, the Non-Host Agency agrees to provide instructors or administrative assistance to the Host Agency. When the Non-Host agency has facilities such as a driving track, firearm range, etc., that can facilitate a specific training, the Non-Host agency agrees to allow the Host agency to incorporate such facilities into the training when feasible and in the best interest of all Parties. The use of such facilities should be considered an offset, in whole or in part, for the fees assessed in Paragraph V.

IX. Discipline and Academic Requirements

The Host Agency reserves the right, in its sole discretion, to decide whether the training attendees are maintaining the minimum requirements necessary to continue in the training. The Host Agency also retains the right, in its sole discretion, to remove a training attendee from a training program for academic, ethical, disciplinary or performance standards applicable to training attendees.

Training attendees shall be treated in the same manner for purposes of training, academics, ethics and discipline. Should the need arise for an Internal Affairs investigation of the actions of a training attendee(s), the training attendee's agency will conduct the investigation of its employee(s).

The Host Agency will have the sole authority over (1) the curriculum and content of instruction, (2) the training schedule and hours, (3) decisions about whether training attendees should remain in the training, and (4) the implementation and execution of policies and procedures applicable to the training program.

The Parties understand that in certain training programs, the curriculum will consist of the standard Host Agency training. Although some facilitation of cross-training on Non-Host Agency materials may occur when feasible, training programs based heavily on policy and procedure shall focus on the policies and procedures of the Host Agency.

The Host Agency will maintain communication with the Non-Host Agency on issues such as academics, physical fitness, discipline, Arizona POST requirements or others concerns that impact employees' ability to successfully complete the training program. The Host Agency will consult with the Non-Host Agency if/when an employee of the Non-Host Agency is in danger of being separated from a training program for performance issues.

X. Employment Status and Compensation of Law Enforcement Officers

The Parties shall each provide worker's compensation insurance, salary, benefits and appropriate equipment for their respective employees.

Except as otherwise provided by law, specifically A.R.S. § 23-1022(D), in the performance of this Agreement both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

XI. Worker's Compensation/ Posting

Pursuant to A.R.S. §23-1022 (D)., for the purposes of worker's compensation coverage, all training attendees participating in a training program covered by this agreement shall be deemed to be an employee of all agencies. The primary employer shall be solely liable for payment of worker's compensation benefits or liable for any damages owed to an employee who has opted out of worker's compensation coverage.

Any Agency sending a training attendee to a training program covered by this agreement agrees to provide any posting and notice to the employees as required A.R.S. §23-1022(E) or otherwise provided by law.

XII. Nondiscrimination

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

XIII. Agreement To Hold Harmless

To the extent allowed by law, the Non-Host Agency shall indemnify, defend and hold harmless the Host Agency, and its respective governing bodies, officers, agents and employees, for, from and against any and all claims, demands, suits, costs (including reasonable attorneys' fees and costs of litigation), liabilities, expenses or damages resulting from any injuries sustained by a Non-Host Agency training attendee and for any damages caused by the negligence or intentional acts of the Non-Host Agency training attendee, as a result of, or related to, training provided under this Agreement.

XIV. Participating Non-Host Agencies

The Host agency agrees to either execute a same or similar agreement with any Participating Non-Host Agency or to indicate in advertising materials for the training that entities that are not a party to this agreement are permitted to attend the training.

XV. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

XVI. Invalidity of Part of the Agreement

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

XVII. Governing law and Dispute Resolution

The laws of the State of Arizona shall govern this Agreement. Venue for disputes among the Parties to this agreement will be in the Maricopa County Superior Court of the State of Arizona, unless otherwise agreed upon by the impacted parties. Federal or Tribal Agencies impacted by a dispute may move the dispute to Federal District Court for the State of Arizona.

To the extent required by law, the parties agree to abide by the arbitration provision in A.R.S. §12-1518.

XVIII. Conflict of Interest

The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, as amended.

XIX. Notices

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the public address listed for the senior law enforcement official for that public agency.

XX. Contract Administrator

The Parties agree to designate a Contract Administrator for this agreement and to notify other parties of the contact information for the designee.

XXI. Record Retention

To the extent required by law, the parties agree to abide by the record retention provisions of A.R.S. §§ 35-214 and 35-215.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Party hereto has executed this AGREEMENT on the date written below.

CITY OF AVONDALE, an Arizona

By:_____
Marie Lopez Rogers, Mayor

Date:_____

ATTEST:

_____
Linda M. Farris, City Clerk

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

_____
Andrew J. McGuire, Attorney for City

CITY COUNCIL REPORT

SUBJECT:
Resolution 2716-208 authorizing Arizona State Parks Heritage Grant submittal

MEETING DATE:
February 4, 2008

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 the submittal of an application for an Arizona State Parks Heritage Grant in the amount of approximately $750,000.

BACKGROUND:

The Arizona State Parks Heritage Fund provides an opportunity for municipalities to submit local parks and recreation projects for funding consideration. The program requires a 50% match by the local community. The program is competitively based, awarding points to projects that address local community needs, comprehensive planning, public involvement, low maintenance, energy conservation, and collaboration with local agencies. Staff has included the continued development of the Festival Fields in our annual Capital Improvement Program and intends to apply for a grant to help fund the additional improvements.

DISCUSSION:

On November 21, 2005 the City of Avondale approved a Design/Build Agreement with Landscapes Unlimited, LLC to design and construct Festival Fields. The park development project was planned to be constructed in multiple phases dependant on funding availability. Phase 1 of the project was completed in September 2007, and consists of a lighted four-field softball complex, festival area, restroom, roadways, and parking. Phase 2 of the project will include the construction of 2 lighted youth ball fields and a high school/collegiate baseball field, play equipment, splash pad, basketball and tennis courts, ramadas, restrooms, roadways, parking, and landscaping. The Design/Build team has reached a 60% design plan level and will proceed to 100% plans by March 31st. The Parks and Recreation Advisory Board discussed the 2008 Heritage Grant program during their November and December monthly meeting. The Board unanimously recommended that a grant for park development for Festival Fields phase 2 be submitted for the 2008 funding cycle.

BUDGETARY IMPACT:

The proposed grant would request $750,000 from the Heritage Fund to assist with the funding for phase 2 of Festival Fields park development. The required local 50% match would be funded from the FY 08 Capital Improvement Program.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submittal of an application for an Arizona State Parks Heritage Grant in the amount of approximately $750,000.

ATTACHMENTS:

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- RES - 2716-208

RESOLUTION NO. 2716-208

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING SUBMITTAL OF A GRANT APPLICATION FOR LOCAL, REGIONAL AND STATE PARKS HERITAGE FUNDING FROM THE ARIZONA STATE PARKS HERITAGE FUND FOR PARK DEVELOPMENT.

WHEREAS, ARIZ. REV. STAT. § 41-503 authorizes the establishment of the Local, Regional and State Parks Program, providing funds to the State of Arizona (the "State") and other eligible applicants for acquiring lands and developing facilities for public outdoor recreation purposes (the "Program"); and

WHEREAS, the Arizona State Parks Board (the "Board") is responsible for administering the Program within the State and establishing necessary rules and procedures governing application by state and local agencies under the Program (the "Procedures"); and

WHEREAS, the Procedures require an applicant to certify by resolution (i) the approval to submit an application, (ii) the authorization to sign necessary documents, (iii) the availability of funds for a local cash match of 50% and (iv) the authorization to enter into a Participant Agreement with the Board prior to the submission of said application to the Board; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to authorize the submittal of an application for consideration to the Board.

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

SECTION 1. That submittal of an application for Local, Regional and State Parks grant assistance (the "Application"), is hereby approved.

SECTION 2. That the City Council certifies that it (i) will identify matching funds in the amount of $750,000 in its Parkland Development Fund and its General Fund for FY 2008-2009 and (ii) has designated park development as a priority in the City's FY 2007-2012 Capital Improvement Plan.

SECTION 3. That the Application is consistent and compatible with all adopted plans ands programs of the City Council for outdoor recreation improvements.

SECTION 4. That City Staff is hereby directed to comply with all appropriate procedures, guidelines, and requirements established by the Board as a part of the Application process.

SECTION 5. That City Staff is hereby directed to comply with all appropriate state and federal regulations, policies, guidelines and requirements as they relate to the Application.

SECTION 6. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and take all other steps necessary for the completion of the Application process.

PASSED AND ADOPTED by the Council of the City of Avondale, February 4, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2707-208 authorizing Arizona State Trails Heritage Grant submittal

MEETING DATE:
February 4, 2008

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 the submittal of an application for an Arizona State Trails Heritage Grant in the amount of approximately $90,000.

BACKGROUND:

In September 2005, Council approved a Professional Services Contract with Danelowitz and Associates to design a pedestrian trail along the Agua Fria River levee, from Coldwater Park to Friendship Park. The project includes a 12 foot wide multi-use path, an underpass at Van Buren Street, benches, lighting and signage. The Design Concept Report has been approved by the Arizona Department of Transportation (ADOT) and our consultant has started the development of design documents. Staff received 60% design comments from ADOT on January 8th and our consultant is in the process of making the recommended changes and preparing the 90 % plans for re-submittal to ADOT by the end of February.

DISCUSSION:

The Arizona State Trails Heritage Fund provides an opportunity for municipalities to submit local trail projects for funding consideration. The program requires a 50% match by the local community, with a maximum grant of approximately $90,000. The program is competitively based, awarding points to projects that address local community needs, comprehensive planning, public involvement, low maintenance, energy conservation, and collaboration with local agencies. Staff has included the continued development of the Agua Fria River Corridor in our annual Capital Improvement Program and intends to apply for a grant to help fund the additional improvements. The City of Avondale was successful in receiving a 2007 Heritage Trails Grant in the amount of $85,000 for trail development and support amenities for the segment from Coldwater Park to Van Buren Street. It is staff's intent to submit a similar grant for trail development and support amenities for the segment from Van Buren Street to Friendship Park. The Parks and Recreation Advisory Board discussed the 2008 Heritage Trails Grant program during their November and December monthly meeting. The Board unanimously supported the continuation of the Agua Fria Trail and recommended that a grant for trail development for the segment from Van Buren Street to Friendship Park be submitted for the 2008 funding cycle.

BUDGETARY IMPACT:

The proposed grant would request $90,000 from the Heritage Trail Fund to continue to development the Agua Fria River Trail Corridor. The required local 50% match would be funded from the FY 08 Capital Improvement Program.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submittal of an application for an Arizona State Trail Heritage Grant in the amount of approximately $90,000.

ATTACHMENTS:

Click to download

- RES - 2707-208

RESOLUTION NO. 2707-208

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING SUBMITTAL OF A GRANT APPLICATION FOR FUNDING FROM THE ARIZONA STATE PARKS TRAILS HERITAGE FUND FOR TRAIL DEVELOPMENT.

WHEREAS, ARIZ. REV. STAT. § 41-503 authorizes the establishment of the Trails Heritage Funds Program, providing funds to the State of Arizona (the "State") and other eligible applicants for acquiring lands and developing non-motorized trails and facilities for public use (the "Program"); and

WHEREAS, the Arizona State Parks Board (the "Board") is responsible for administering the Program within the State and establishing necessary rules and procedures governing application by state and local agencies under the Program (the "Procedures"); and

WHEREAS, the Procedures require an applicant to certify by resolution (i) the approval to submit an application, (ii) the authorization to sign necessary documents, (iii) the availability of funds for a local cash match of 50% and (iv) the authorization to enter into a Participant Agreement with the Board prior to the submission of said application to the Board; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to authorize the submittal of an application for consideration to the Board.

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

SECTION 1. That submittal of an application for FY 2008 Trails Heritage Fund grant assistance (the "Application") is hereby approved.

SECTION 2. That the City Council certifies that it (i) will identify matching funds in the amount of $90,000 in its Parkland Development Fund and its General Fund and (ii) has designated park development as a priority in the City's FY 2007-2012 Capital Improvement Plan.

SECTION 3. That the Application is consistent and compatible with all adopted plans ands programs of the City Council for outdoor recreation improvements.

SECTION 4. That City Staff is hereby directed to comply with all appropriate procedures, guidelines, and requirements established by the Board as a part of the Application process.

SECTION 5. That City Staff is hereby directed to comply with all appropriate state and federal regulations, policies, guidelines and requirements as they relate to the Application.

SECTION 6. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and take all other steps necessary for the completion of the Application process.

PASSED AND ADOPTED by the Council of the City of Avondale, February 4, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
2008-2009 Contributions Assistance Program

MEETING DATE:
February 4, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this item is to request City Council review and approval of the 2008-09 Contributions Assistance Program timeline, evaluation criteria and funding level. City Council is also requested to appoint a Subcommittee to recommend agencies for funding.

BACKGROUND:

The Contributions Assistance Program was established by the City Council to provide a supplemental funding source for non-profit organizations providing services to the residents of Avondale. The Council established the current criteria, which limits the funding to organizations providing health and human services. Funding has been increased in each of the past three years: 2004-05 -- $50,000; 2005-06 -- $60,000; 2006-07 -- $100,000; 2007-08 -- $100,000. The attached chart includes current Contributions Assistance Program recipients.

DISCUSSION:

It is necessary to initiate the application process to provide time to solicit, evaluate and select organizations for Fiscal Year 2008-09 funding. The proposed schedule allows approximately 30 days for applicants to respond. Once applications are received, the staff committee will review them for eligibility. The staff will provide eligible applications to the Subcommittee for their review and funding recommendations. Council is requested to appoint Sub-Committee members for this process. The 2007-08 Subcommittee included Vice Mayor Chuck Wolf, Council Member Betty Lynch and Council Member Ken Weiss. Staff recommends the following schedule:

February 11, 2008: Notification sent out to potential applicants
March 11, 2008: Applications due
March 18, 2008: Staff review of applications completed
March 31, 2008: Council Subcommittee review of applications completed
April 13, 2008: Funding recommendations presented to City Council

Staff is also requesting Council approval of a revised eligibility and review criteria to guide the Subcommittee in making funding recommendations. The following criteria are recommended:

- Applicants must provide direct services which improve the health and welfare of Avondale residents.
- Applications may include requests for operating support toward direct and measureable services in addition to special projects. Administrative costs would not be eligible.
- Funding toward direct service operating costs will be limited to three years after which agencies must wait two years prior to reapplying.
- Priority will be given to services and initiatives that support and address City Council goals.
- Applicants that received previous funding must be up to date in their reporting and have submitted timely and accurate quarterly reports.
- Applicants must demonstrate the ability to generate revenue from other sources.

In the past, the Subcommitte has required that request be limited to specific special projects. If approved, the new criteria would allow agencies to request funds toward direct and measureable services, excluding administrative costs. In our current fiscal environment many non-profit agencies will benefit from operating funds rather than being restricted to new projects. This change is also a response to non-profit agency staff who have expressed a need for this type of funding. To ensure that agencies will not expect operating support indefinitely, staff recommends that agencies be limited to three years of funding. At that point, agencies would need to wait two years before becoming eligible again.

Another recommended change is that priority be given to services that support City Council goals. This would provide more specific direction to agencies as they develop their applications. It would also allow Council to select agencies for funding that complement existing programs and fill gaps in current services.

BUDGETARY IMPACT:

Funding for the Contributions Assistance Program comes from the General Fund. The FY 2007-2008 amount is $110,000. In light of the budget constraints, $60,000 is recommended for FY 2008-2009.

RECOMENDATION:

Staff recommends approval of the timeline, evaluation criteria and funding level. In addition, staff requests the appointment of a City Council Subcommittee to review and recommend funding allocaations.

ATTACHMENTS:

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- 2007-08 Contributions Assistance Recipients

Contributions Assistance Program
Agencies funded in FY 2007-02008

Agency	Requested Funding	Approved Funding
Advocates for the Disabled	$9,653	$6,500
Altered Tails	$10,000	$7,500
Alzheimer's Association	$9,000	$9,000
Casa Center	$7,650	$3,500
Civitan Foundation	$10,564	$6,000
Clinica Adelante	$50,400	$20,000
Girl Scouts	$3,500	$3,500
New Life Center	$20,000	$10,000
Planned Parenthood	$7,500	$5,000
Southwest Lending Closet	$8,000	$4,000
Survivors on Our OwN (SOON)	$11,100	$5,000
Teen Outreach Pregnancy Services	$20,000	$15,000
SW Community Network KEYS	$10,000	$5,000
West Valley Child Crisis Center	$10,000	$10,000
Total	**$187,367**	**$110,000**

CITY COUNCIL REPORT

SUBJECT:
Resolution 2719-208 and Ordinance 1289-208 Adopting - General Engineering Requirements Manual - Ordinance Revising Chapters 21 & 22 of the City Code, Relating to Engineering Requirements

MEETING DATE:
February 4, 2008

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E.,Interim City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council 1) approve a Resolution adopting the 2008 edition of the General Engineering Requirements Manual (GER), and 2) adopt an ordinance revising Chapters 21 and 22 of the City Code.

BACKGROUND:

On October 2, 2006, the City Council approved a Professional Services Agreement (PSA) with Entellus Engineering in the amount of $128,243 to prepare the General Engineering Guideline Manuals. This agreement covered the simultaneous creation of two (2) separate manuals: the General Engineering Requirements (GER) and the MAG Supplement to the Standard Specifications for Public Works. These documents will provide guidance to the engineering and construction communities relating to the design and construction standards for work performed within the City of Avondale. The project duration was anticipated to be six (6) months. On April 10, 2007, the City Manager approved Amendment No. 1 to the PSA to extend the contract time. On November 19, 2007 Council approved Amendment No. 2 to the PSA with Entellus in the amount of $50,000, for additional work outside the original scope of work bringing the total contract price to $178,243.
The proposed General Engineering Requirements manual was discussed with the City Council in a work session on August 13, 2007.

DISCUSSION:

Staff and the City's Consultant (Team) researched neighboring City's engineering requirement manuals in an attempt to remain consistent and competitive. City of Phoenix, Chandler, Goodyear, Scottsdale, and Surprise are just a few that were considered. The team then evaluated critical City documents such as the City's General Plan, Transportation Plan, and the Water Master Plan. The team also reviewed and evaluated the two existing City Engineering requirement manuals and identified the useable sections of those manuals and the ones that required updating. Finally the team assessed the geography, zoning, and special needs within the City and utilized all of the above to create a more comprehensive clear and concise GER manual. (GER is available for review in the City Clerk's Office or in the Engineering Department) Entellus provided a rough draft of the GER for staff review and comment December 22, 2006. The City Managers Office, Engineering, Development Services, Water Resources, Fire, Field Operations, and the Parks & Recreation department were all included in the review of the GER manual. Over 1200 comments were evaluated and compiled, as applicable, into a second draft which was redistributed on September 10, 2007 to staff as well as external stakeholders for their review and comment. External stakeholders included both the development community such as RDB Development, and the engineering community including RBF Consulting, Coe Van Loo, CMX, Dibble, and Stanley Consultants. Staff received over 900 comments on the second draft which were evaluated and compiled into the final draft that is being presented for adoption.

Lastly, staff reviewed the existing City code for conflicts with the proposed GER manual. The majority of conflicts were found in Chapters 21 and 22 of the City Code. Chapter 21 pertains to the streets and sidewalks standards while Chapter 22 is related to the subdivision development standards. The attached ordinance includes several necessary modifications to these chapters of the City Code which will ensure consistency in the application of engineering requirements. (See Attached Ordinance XXXX-XXXXXX)

The GER manual will be beneficial to the City by improving the consistency and quality of public improvements by providing the following:

- Provide clear and concise direction for engineering design.
- Provide consistency in engineering design.
- Provide detailed documentation of design and plan requirements.
- Provide explanation to the Engineering Design process in the City of Avondale.
- Provide direction for consistent and quality construction within the City of Avondale.
- Provides versatility by utilizing the internet.
- Remove inconsistencies and inadequacies.
- Provide a design manual that is consistent with other municipal and state agencies.
- Encourage designs that benefit other City Departments and services.
- Serve as a valuable resource to other City Departments.
- Reduce staff review time and increase efficiency.

BUDGETARY IMPACT:

The total cost to create the GER manual along with the upcoming Supplement to MAG manual is $175,000.00. The Supplement to MAG manual shall be completed and brought to council in a similar manner in April 2008.

RECOMENDATION:

Staff recommends that City Council City take two (2) actions: 1) approve a Resolution adopting the 2008 edition of the General Engineering Requirements Manual (GER), and 2) adopt an ordinance revising Chapters 21 and 22 of the City Code.

ATTACHMENTS:

Click to download

- ORD 1289-208
- RES - 2719-208

ORDINANCE NO. 1289-208

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 21, STREETS AND SIDEWALKS AND CHAPTER 22, SUBDIVISION REGULATIONS, RELATING TO TECHNICAL CHANGES TO CONFORM TO THE CITY'S ADOPTED GENERAL ENGINEERING REQUIREMENTS MANUAL.

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

SECTION 1. That the City Code, Chapter 21, Streets and Sidewalks, Article IV, Standard Specifications for Public Works, Section 21-44, Variances from driveway and alley standards, is hereby deleted in its entirety and replaced with the following:

21-44 Variances from driveway and alley standards.

The city manager or designee is authorized to grant variances to the provisions of this chapter relating to driveways and alleys in accordance with the deviation process established in the most recent adopted version of the city's general engineering requirements manual.

SECTION 2. That the City Code, Chapter 21, Streets and Sidewalks, Article IV, Standard Specifications for Public Works, Section 21-45, is hereby amended as follows:

21-45 Compliance with standard details and specifications.

All work done under permits granted by authority of this chapter shall be completed within the time set by the city manager or designee and shall be done in accordance with the official grades, specifications, standards and guidelines of the city, INCLUDING, BUT NOT LIMITED TO, THE MOST RECENT ADOPTED VERSION OF THE CITY'S GENERAL ENGINEERING REQUIREMENTS MANUAL AND CITY OF AVONDALE SUPPLEMENT TO MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD SPECIFICATIONS AND DETAILS.

SECTION 3. That the City Code Chapter 22, Subdivision Regulations, Article III, Subdivision Design Standards, Section 22-79, Street location and arrangement, is hereby amended as follows:

22-79 Street location and arrangement.

a) Whenever the tract embraces any part of a street designated in the MOST RECENT ADOPTED VERSION OF the ~~adopted~~ AVONDALE TRANSPORTATION PLAN ~~major street plan~~, such street shall be platted in conformity therewith.

. . .

(i) Except where alleys are justified by special conditions, they are not considered appropriate in residential subdivisions; however, continuation to a logical outlet of an existing dead-end alley in an adjoining subdivision and the extension of an existing alley pattern where underground utilities are located in alleys shall be considered justifying conditions. ALL ALLEYS SHALL CONFORM TO THE ALLEY REQUIREMENTS SET FORTH IN THE MOST RECENT ADOPTED VERSION OF THE CITY'S GENERAL ENGINEERING REQUIREMENTS MANUAL ~~When alleys are platted, the alley alignment and arrangement shall be such as to provide optimum convenience for truck service circulation and to avoid alley openings opposite fronts of residential lots. Alleys shall be required at the rear of multi family residential, commercial or industrial developments; except where, in the opinion of the commission, other provision is made for adequate permanent access for purposes of fire protection, parking and loading.~~

. . .

SECTION 4. That the City Code, Chapter 22, Subdivision Regulations, Article III, Subdivision Design Standards, Section 22-80, Street design, is hereby deleted in its entirety and replaced with the following:

22-80 Street design.

All streets shall be designed in accordance with the most recent version of the City's adopted general engineering requirements manual and City of Avondale Supplement to Maricopa Association of Governments uniform standard specifications and details.

SECTION 5. That the City Code Chapter 22, Subdivision Regulations, Article IV, Street and Utility Improvement Requirements, Section 22-110, Electric and telephone utilities, is hereby amended as follows:

22-110 Electric and telephone utilities.

All electric lines LESS~~, except those of greater~~ than SIXTY-NINE (69) ~~three thousand (3,000)~~ KVA capacity and all telephone lines shall be installed underground unless, upon recommendation of the commission, the city council finds that, due to subsurface soil conditions, it is impractical to do so. The subdivider shall be responsible for the requirements of this section and shall make the necessary arrangements with each of the public utility companies involved for the installation of underground facilities. Letters from each of the public utility companies indicating that said arrangements have been made shall be submitted to the city planning commission at the time the final subdivision plat is filed. When, as a part of the subdivision development, it is necessary to convert overhead facilities to underground facilities or to relocate existing facilities, the subdivider shall make the necessary arrangements with the serving utility for such conversion or relocation and for the payment of the cost thereof.

SECTION 6. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 4, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

804802.2

RESOLUTION NO. 2719-208

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE 2008 CITY OF AVONDALE GENERAL ENGINEERING REQUIREMENTS MANUAL.

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

SECTION 1. That the 2008 City of Avondale General Engineering Requirements Manual is hereby adopted in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, February 4, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2719-208

[2008 City of Avondale General Engineering Requirements Manual]

See following pages.

City of Avondale

GENERAL ENGINEERING REQUIREMENTS MANUAL

2008

DRAFT

The remainder of this document on file with the Avondale City Clerk.

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
February 4, 2008

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available