

CITY COUNCIL AGENDA

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

REGULAR MEETING
October 6, 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 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

- a. Work Session - September 15, 2008
- b. Regular Meeting - September 15, 2008

b. LIQUOR LICENSE - DADDY DUKES

City Council will consider a request from Ms. Nicole Chandler for a Series 16 (State Series 12) Restaurant license to sell all spirituous liquors at Daddy Dukes, 215 West Van Buren Street. The Council will take appropriate action.

c. CONSTRUCTION CONTRACT AWARD - AJP ELECTRIC, INC. FOR THE INDIAN SCHOOL AND EL MIRAGE ROAD TRAFFIC SIGNAL IMPROVEMENTS

City Council will consider a request to award a construction contract to AJP Electric, Inc. for traffic signal and roadway improvements at the intersection of Indian School Road and El Mirage Road, in the amount of \$692,682.73 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. NOTICE OF ERRATUM - WATER AND SEWER EASEMENT AT THE SWC OF 119TH AVE. AND MCDOWELL ROAD

City Council will consider a request to approve a Notice of Erratum to a water and sewer easement at the southwest corner of 119th Avenue and McDowell Road approved by City Council on December 17, 2007 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 2774-1008 - ESTABLISHMENT OF AN ENVIRONMENTAL AFFAIRS COMMISSION

City Council will consider a resolution establishing an Environmental Affairs Commission. The Council will take appropriate action.

f. ORDINANCE 1329-1008 - ACCEPTING RIGHT-OF-WAY EASEMENT – VAN BUREN STREET SIDEWALKS

City Council will consider an ordinance accepting the dedication of a right-of-way easement that is necessary for the installation of sidewalks and landscaping on Van Buren Street from La Jolla Boulevard to Central Avenue and authorize the Mayor or City Manager and City Clerk to execute the appropriate documentation. The Council will take appropriate action.

4 AGREEMENT WITH CARE 1ST HEALTH PLAN ARIZONA FOR SPONSORSHIP OF THE AVONDALE RESOURCE CENTER

City Council will consider a request to approve an agreement with Care 1st Health Plan Arizona for sponsorship of a housing and human services resource center in the former Old Town Library building on Western Avenue and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 ECONOMIC DEVELOPMENT AGREEMENT WITH GUNBO, LLC FOR THE DEVELOPMENT OF TWO HYATT HOTELS

City Council will consider a request to approve an Economic Development Agreement (EDA) with Gunbo, LLC to facilitate the development of a Hyatt Summerfield Suites and a Hyatt Place at the southwest corner of 103rd Avenue and McDowell Road on Interstate 10 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 FIRE DEPARTMENT UNIFIED COMMAND CENTER PROJECT

City Council will consider a request to authorize the creation of a new project within the Fire Department Capital Improvement Program (CIP) and the transfer of \$25,000 within the Fire Department CIP to support the use of the Glendale Unified Command Center for NASCAR events. The Council will take appropriate action.

7 UPDATE ON GREEN FRIDAY PROGRAM

City Council will receive an update on the "Avondale Goes Green -- Green Friday" pilot program and will consider whether to continue the program. For information, discussion and direction.

8 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's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding negotiations for the purchase of real property.

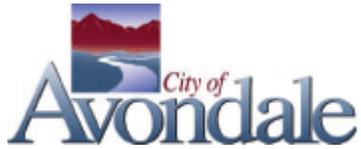
9 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
October 6, 2008

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk - 623-333-1214
THROUGH: Charlie McClendon, City Manager

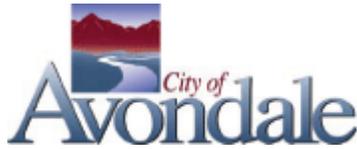
PURPOSE:

- a. Work Session - September 15, 2008
- b. Regular Meeting - September 15, 2008

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Liquor License - Daddy Dukes

MEETING DATE:
October 6, 2008

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request by Ms. Nicole Chandler for a Series 16 (State Series 12) Restaurant license to sell all spirituous liquors at Daddy Dukes, 215 West Van Buren Street.

DISCUSSION:

The City Clerk's Office has received an application for a Series 16 (State Series 12) Restaurant license to sell all spirituous liquors from Ms. Nicole Chandler, Daddy Dukes, 215 West Van Buren Street, Avondale, Arizona. This is a new license. The required fee of \$1,100.00 has been paid.

As required by state law and city ordinance, the application was posted from September 11, 2008 through October 1, 2008 and a notice was published in the West Valley View on September 30, 2008 and October 3, 2008. No comments were received. The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

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

RECOMMENDATION:

Staff recommends that the City Council approve this request by Ms. Nicole Chandler for a Series 16 (State Series 12) Restaurant license to sell all spirituous liquors at Daddy Dukes, 215 West Van Buren Street.

ATTACHMENTS:

Click to download

- [Application](#)
- [Recommendations](#)
- [Map](#)
- [Pictures](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

*08 SEP 5 Lir. Lic. PM 1 27

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER Explain _____

SECTION 3 Type of license and fees:

LICENSE #: _____

12077738

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

Department Use Only
\$ 196.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

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

1. Applicant/Agent's Name: Mr. Chandler Nicole P1054463
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Dukie Dukes LLC B1040782
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Daddy Dukes B1004263
(Exactly as it appears on the exterior of premises)
4. Business Address: 215 West Van Buren Street Avondale AZ Maricopa 85323
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (623) 882-3853 Residence Phone: _____
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 215 West Van Buren Street Avondale Arizona 85323
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: \$ _____ (Price of License ONLY)

| DEPARTMENT USE ONLY | | | | | |
|------------------------|------------------|------------------------|---------------|-----------|-------|
| Accepted by: <u>LL</u> | Date: <u>9/5</u> | Lic. # <u>12077738</u> | | | |
| Fees: <u>100</u> | | <u>96</u> | \$ <u>196</u> | | |
| Application | Interim Permit | Agent Change | Club | F. Prints | TOTAL |

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

SECTION 5 Interim Permit:

08 SEP 5 Lic. Lic. PM 1 27

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

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

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

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

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

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

| Last | First | Middle | % Owned | Residence Address | City State Zip |
|------|-------|--------|---------|-------------------|----------------|
| | | | | | |

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

| General | Limited | Last | First | Middle | % Owned | Residence Address | City State Zip |
|--------------------------|--------------------------|--------------------------|--------------------------|----------|---------|-------------------|----------------|
| | | <input type="checkbox"/> | <input type="checkbox"/> | Duca | Anthony | Micheal | 25 |
| <input type="checkbox"/> | <input type="checkbox"/> | Duca | Mary | Veronica | 25 | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Duca | Ronald | Louis | 25 | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Duca | Delia | Marie | 25 | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

| Last | First | Middle | Residence Address | City, State, Zip | Telephone# |
|------|-------|--------|-------------------|------------------|------------|
| | | | | | |
| | | | | | |

SECTION 7 Corporation/Limited Liability Co.:

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

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, 8.
- L.L.C. Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.

1. Name of Corporation/L.L.C.: Dukie Dukes LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 05/13/2008 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L14501376 Date authorized to do business in AZ: 7/01/2008
5. Is Corp./L.L.C. non-profit? YES NO If yes, give IRS tax exempt number: 30-0484039

6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

| Last | First | Middle | Title | Residence Address | City State Zip |
|------|---------|----------|-----------|-------------------|----------------|
| Duca | Anthony | Micheal | President | | |
| Duca | Mary | Veronica | Treasurer | | |
| Duca | Ronald | Louis | Vice Pres | | |
| Duca | Delia | Marie | Secretary | | |

(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 |
|------|---------|----------|---------|-------------------|----------------|
| Duca | Anthony | Micheal | 25 | same as above | |
| Duca | Mary | Veronica | 25 | " | |
| Duca | Ronald | Louis | 25 | " | |
| Duca | Delia | Marie | 25 | " | |

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

2. Is club non-profit? YES NO If tax exempt, give IRS tax exempt number: _____

3. List officer and directors:

| Last | First | Middle | Title | Residence Address | City State Zip |
|------|-------|--------|-------|-------------------|----------------|
| | | | | | |
| | | | | | |
| | | | | | |

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

SECTION 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, 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)

*08 SEP 5 Ltr. Lic. PM 1 27

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

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

SECTION 13 Questions for all in-state applicants:

SEE AMENDMENT

- 1. Distance to nearest school: .03 ft. Name of school: Lattie Coor Elementry
(Regardless of distance) Address 1406 N Central Ave. Avondale AZ 85323
- 2. Distance to nearest church: .04 ft. Name of church: San Juan Vianney
(Regardless of distance) Address 539 La Pasada Blvd Goodyear AZ 85338
- 3. I am the: LESSEE SUB LESSEE OWNER PURCHASER (of premises)
- 4. If the premises is leased give lessors: Name George Von Tobel Living Trust
Address Las Vegas NV
- 4a. Monthly rental/lease rate \$ 3300.00 What is the remaining length of the lease? 15 yrs. _____ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 5,940,000 or other _____
(give details - attach additional sheet if necessary)
- 5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? \$ 0

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

| Last | First | Middle | % Owed | Residence Address | City | State | Zip |
|------|-------|--------|--------|-------------------|------|-------|-----|
| | | | | | | | |
| | | | | | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

AMENDMENT

08 SEP 29 11:41 AM '23

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: _____ ft. Name of school: _____
 (Regardless of distance) Address _____
2. Distance to nearest church: 899 ft. Name of church: Word of Life Church
 (Regardless of distance) Address 1425 North Central Avenue, Avondale

3. I am the: LESSEE SUB LESSEE OWNER PURCHASER (of premises)
4. If the premises is leased give lessors: Name _____
 Address _____

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

5. What is the total business indebtedness of the applicant for this license/location excluding lease? \$ _____
- Does any one creditor represent more than 10% of that sum? YES NO If yes, list below. Total must equal 100%.

| Last | First | Middle | % Owed | Residence Address | City State | Zip |
|------|-------|--------|--------|-------------------|------------|-----|
| | | | | | | |
| | | | | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 14 Restaurant, or Hotel-Motel Applicants:

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

_____ and license #: _____
 Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that 40% of your gross revenue must be from food sales? YES NO

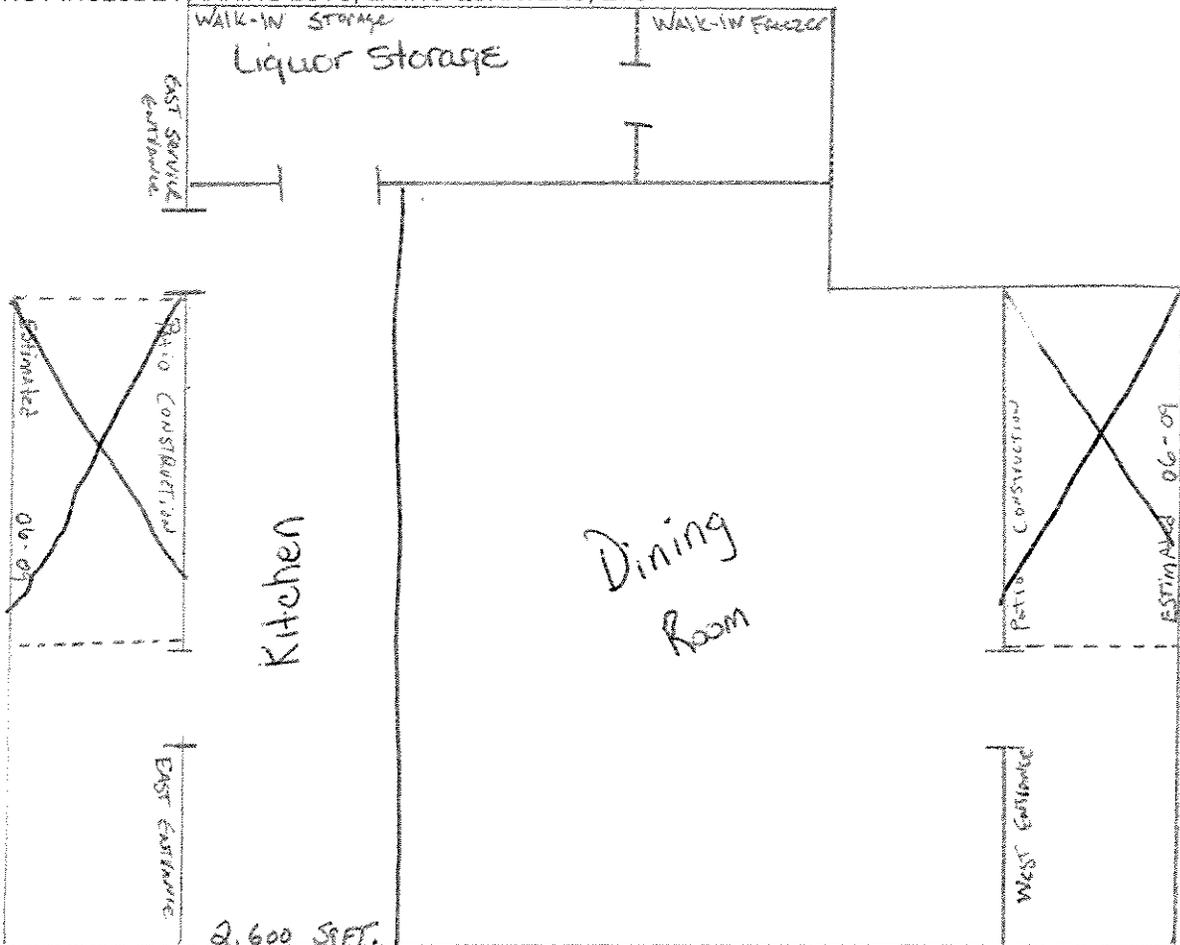
SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

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

- Entrances/Exits Liquor storage areas
 Drive-in windows Patio enclosures
 Service windows Under construction: estimated completion date 06/01/09

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

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

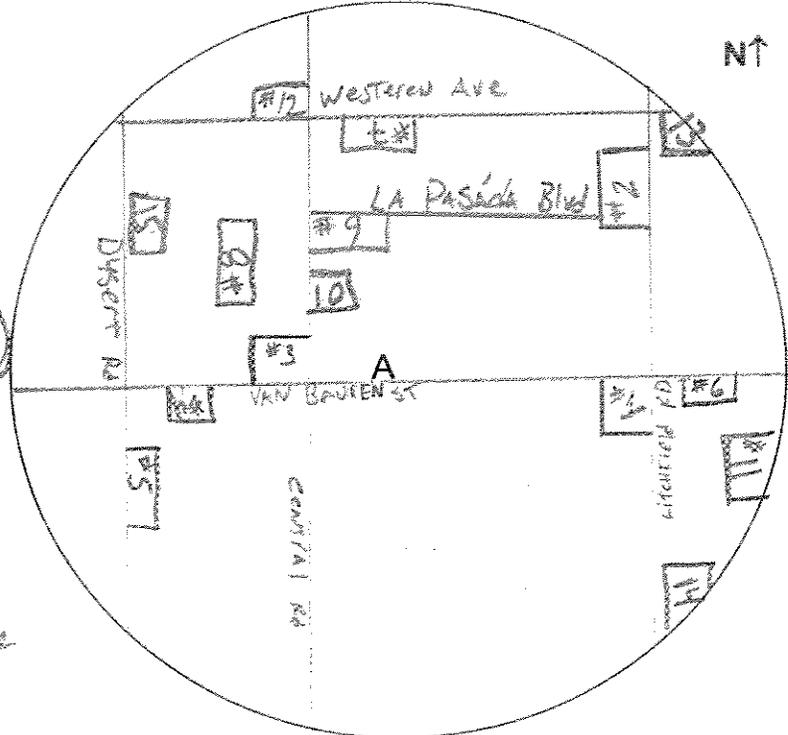


YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

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

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

1. Mobil / on The Sun
2. Hoot & Howl
3. Circle K.
4. Arturo Mexican Restaurant
5. COUNTRY BUFFET
6. JB'S RESTAURANT
7. AVONDALE LIQUOR STORE
8. TRY CITY Bowl (Crystal Lounge)
9. LATTIE COOR ELEMENTRY
10. SAN JUAN VIANNY
11. Fry's Food & Drug
12. JACK'S PLACE
13. Circle K
14. MOBIL GAS / CONVENIENCE STORE
15. FOODCITY



A = Your business name and identify cross streets.

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

SECTION 17 Signature Block:

SEE AMENDMENT

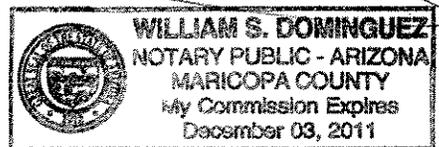
I, Anthony M. Duce, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (Print name of APPLICANT/AGENT listed in Section 4 Question 1) (10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and 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.

[Signature]
 (Signature)

State of AZ County of Maricopa
 The foregoing instrument was acknowledged before me this
22 day of May 2011
 Day Month Year

My commission expires on: 12/2/2011

[Signature]
 (Signature of NOTARY PUBLIC)

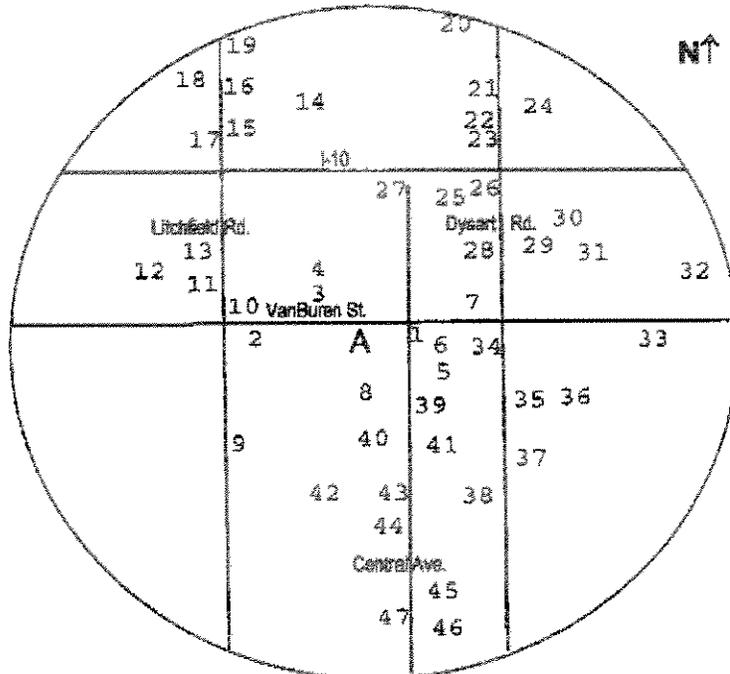


SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.

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 (5)

1. Circle K Store
2. Tres Generaciones Restaurant
3. Sylvan Learning Center
4. Vineyard Christian Fellowship
5. Brunswick
6. Word of Life Church
7. Arturo's Restaurant
8. Lettie Coor Elementary School
9. Best Western
10. Mobil on the Run
11. JB's Restaurant
12. Fry's
13. Mobil on the Run
14. Target Stores
15. Ichu Ban Restaurant

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

*08 SEP 29 11:41 AM '89

SECTION 17 Signature Block:

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.

X _____
 Signature
AMENDMENT
 My commission expires on: _____

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

 (Signature of NOTARY PUBLIC)

SECTION 16 CONTINUED....

- 16 Chill's**

- 17 Mobil on the Run**

- 18 Macayo's**

- 19 On the Border**

- 20 Manuels Restaurnat**

- 21 Bill Johnson's Big Apple**

- 22 Mimi's Café**

- 23 Cutting Edge Bar & Grill**

- 24 4 Sons Food Store**

- 25 Crossroads Lounge**

- 26 Black Bear Diner**

- 27 West Valley Assembly of God**

- 28 Quik Trip**

- 29 Peter Piper Pizza**

- 30 Don Rafa Taqueria**

- 31 Sam's Club**

- 32 Estrella Vista Reception Center**

- 33 Wings, Pizza-N-Things**

- 34 Food City**

- 35 Scott's General Store**

- 36 Wendy Jack's Hideaway**

- 37 Great China Restaurnt**

- 38 Agua Fria High School**

- 39 First Southern Baptist Chruch**

- 40 Eliseo C. Felix Jr. Elementary**

- 41 Truth Tabernacle**

- 42 Goodyear Church of Christ**

- 43 St. John Vianney Church & School**

- 44 Estrella High School**

- 45 Iglesia la luz Del Mundo**

- 46 The Rock Church**

- 47 Communitly Methodist Church**

08 SEP 29 11:41 AM '59

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

FP CURRENT
P1054463

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 #

12077738

(If the location is currently licensed)

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

2. Name: Chandler Nicole Date of Birth: _____
 Last First Middle (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: Camden NJ USA Height: 5'5 Weight: 210 Eyes: Brn Hair: Brn
 City State Country (not county)

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

6. Name of Current or Most Recent Spouse: Chandler Jason Andrew
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 2/04

8. Telephone number to contact you during business hours for any questions regarding this document. 623.882.3853

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: Daddy Dukes Premises Phone: (623) 882-3853

11. Licensed Premises Address: 215 W. Van Buren Avondale AZ Maricopa 85323
 Street Address (Do not use PO Box #) City County Zip

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

| FROM Month/Year | TO Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip) |
|-----------------|---------------|--|--|
| 5-1-08 | CURRENT | Daddy Dukes Manager Restaurant | Anthony Duce 215 W. Van Buren St Avondale AZ 853 |
| 4-1-07 | 12-15-07 | Mancini's + Philly Sandwich Restaurant Owner | Self-Employed |
| 3-15/05 | 3-29-07 | Philadelphia Sandwich Company owner | Self-Employed |

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

| FROM Month/Year | TO Month/Year | Rent or Own | RESIDENCE Street Address | City | State | Zip |
|-----------------|---------------|-------------|--------------------------|----------|-------|-------|
| 2-4-04 | CURRENT | 0 | | Goodyear | AZ | 85338 |
| | | | | | | |
| | | | | | | |

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 14, 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, Nicole Chandler, 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 Nicole Chandler State of Arizona County of Maricopa
 (Signature of Applicant) the foregoing instrument was acknowledged before me this



28th day of August, 2008
 Day Month Year

My commission expires on: 12 Feb 2008 Selena Gonzales
 Day Month Year (Signature of NOTARY PUBLIC)

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

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

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

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



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

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

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

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Nicole Chandler

Individual Name (Print)

Nicole Chandler

Individual Signature

4-5-07

Date Training Completed

TYPE OF TRAINING COMPLETED

TRAINER MUST CHECK YES OR NO FOR EACH TYPE

YES NO BASIC

YES NO ON SALE

YES NO MANAGEMENT

YES NO OFF SALE

YES NO BOTH

YES NO OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

ALCOHOL INDUSTRY CONSULTING

Company or Individual Name

9800 N. 75th Street

Address

Scottsdale

AZ

85258

(480) 225-1034

City

State

Zip

Phone

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

MYRON MUSFELDT

Trainer Name (Print)

Myron Musfeldt

Trainer Signature

4-5-07

Date

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

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2). Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS. Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.

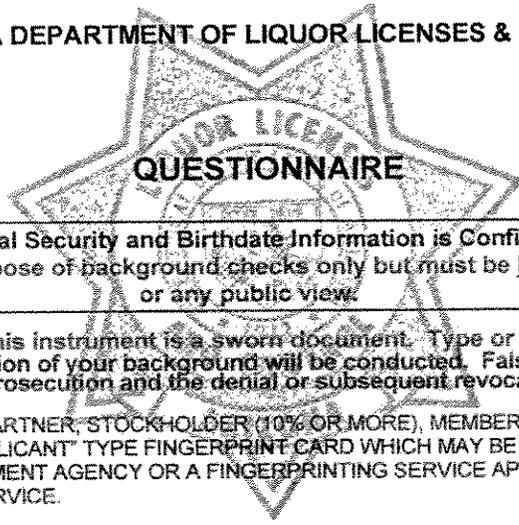
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

101058639

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 #

12077738
(If the location is currently licensed)

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

2. Name: DUCA Last ANTHONY First M. Middle Date of Birth: _____ (This Will Not Be _____) (cs)

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

4. Place of Birth: PHILA City PA State USA Country (not county) Height: 55 Weight: 160 Eyes: BR Hair: GRAY

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

6. Name of Current or Most Recent Spouse: DUCA Last MARY First Mitchell Middle _____ Maiden Date of Birth: 1

7. You are a bona fide resident of what state? AZ. If Arizona, date of residency: 2003

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 237-2543

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: Daddy Duke's Premises Phone: (623) 882 3853

11. Licensed Premises Address: 215 W VAN BUREN 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) |
|-----------------|-----------------|-------------------------------|--|
| OCT-03 | CURRENT July 04 | CASINO SHIFT MANAGER | GILA RIVER CASINO CHANDLER AZ 85246 PO Box 61790 |
| July 04 | CURRENT | DUAL RATE BIT MANAGER | CASINO AZ. 101 + ALKOLLIPS PO Box 10099 SCOTTSDALE AZ 85211 |

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

| FROM Month/Year | TO Month/Year | Rent or Own | RESIDENCE Street Address (If rented, attach additional sheet giving name, address and phone number of landlord) | City | State | Zip |
|-----------------|---------------|-------------|---|---------|-------|-------|
| 6 04 | CURRENT | OWN | _____ | LAVERG | AZ | 85339 |
| 11 03 | 6-04 | RENT | _____ | PHOENIX | AZ | 85048 |

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 5 1/2, 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.

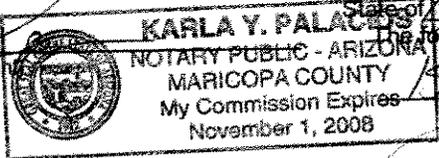
If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

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 M. DUCA, 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.

[Signature] (Signature of Applicant) State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this 15th day of July 2008 Year
 [Signature] (Signature of NOTARY PUBLIC)

My commission expires on: 11-1-08 Day Month Year

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

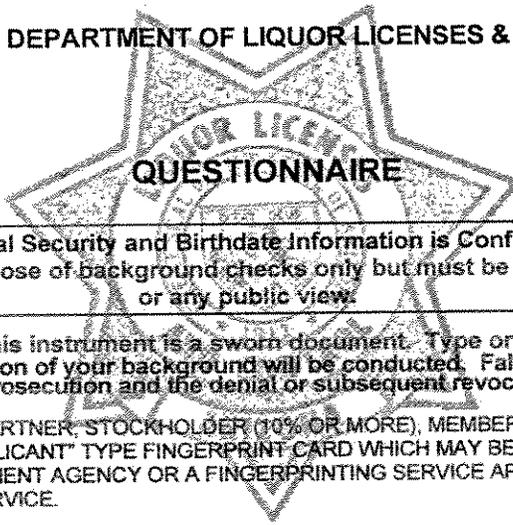
25. I, (Print Licensee/Agent's Name): _____
 Hereby authorize the applicant to act as manager for the named liquor license.
 State of _____ County of _____
 The foregoing instrument was acknowledged before me this _____ day of _____ 20____ Year
 X _____ (Signature of LICENSEE/AGENT)
 My commission expires on: _____ Day Month Year (Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

01058640

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.

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

Liquor License #

12077738

(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: Duca Last Mary First Veronica Middle Date of Birth: _____ (This info 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: Philadelphia P.A. City USA State USA Country (not county) Height: 5'4 Weight: 168 Eyes: Blue Hair: Blonde

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

6. Name of Current or Most Recent Spouse: Duca Anthony Michael Last First Middle Maiden
(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: 2003

8. Telephone number to contact you during business hours for any questions regarding this document. (623) 882-3853

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: Daddy Nukes Premises Phone: (623) 882-3853

11. Licensed Premises Address: 215 W Van Buren 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) |
|-----------------|---------------|-------------------------------|--|
| 5/1974 | CURRENT | Housewife | |
| | | N/A | |

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

| FROM Month/Year | TO Month/Year | Rent or Own | RESIDENCE Street Address | City | State | Zip |
|-----------------|---------------|-------------|--------------------------|------|-------|-----|
| 604 | CURRENT | OWN | | | | |
| 1103 | 604 | RENT | | | | |

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? _____, **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.

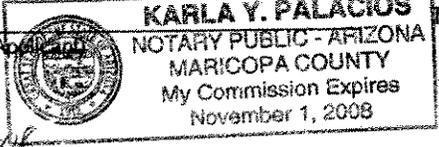
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Manager Section

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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, MARY V DUCA, 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.

Mary V. Duca State of Arizona County of Maricopa
 (Signature of Applicant) The foregoing instrument was acknowledged before me this
15th day of July, 2008
 Day Month Year

 My commission expires on: 11-1-08 Day Month Year (Signature of NOTARY PUBLIC)

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

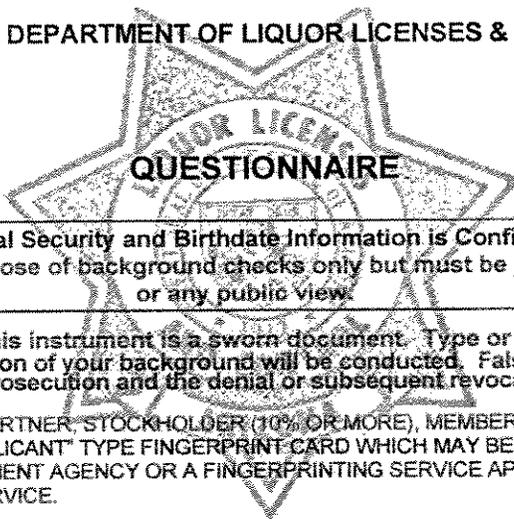
25. I, (Print Licensee/Agent's Name): _____
 Hereby authorize the applicant to act as manager for the named liquor license.
 State of _____ County of _____
 The foregoing instrument was acknowledged before me this
 _____ day of _____, _____
 Day Month Year
 X _____ (Signature of LICENSEE/AGENT)
 My commission expires on: _____ Day Month Year (Signature of NOTARY PUBLIC)

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

P1058641



QUESTIONNAIRE

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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 #

12077738
(If the location is currently licensed)

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

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

3. Social Security Number: _____ Drivers License #: N.T.
 (This will not become a part of public Records)

4. Place of Birth: Philadelphia Pa USA Height: 5'6" Weight: 205 Eyes: BL Hair: GRY
 City State Country (not county)

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

6. Name of Current or Most Recent Spouse: Duca Delia M LEGGIER
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

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

8. Telephone number to contact you during business hours for any questions regarding this document. (609) 465-2966

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: Daddy Duke's DukeDukes LLC Premises Phone: (603) 882-3953

11. Licensed Premises Address: 215 W. Van Buren ST. Avondale AZ Maricopa 85323
 Street Address (Do not use PO Box #) City County Zip

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

| FROM Month/Year | TO Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip) |
|-----------------|---------------|-------------------------------|--|
| 9/05 | CURRENT | RESTAURANT/Bar | Befeio Corp. 3320 Atlantic Ave Wildwood NJ 08260 |
| 5/99 | 11/05 | MOTEL | Prtn cast MOTEL SELF EMPLOYED own 418 E. 24th STREET North Wildwood NJ 08260 |

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

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

| FROM Month/Year | TO Month/Year | Rent or Own | RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord | City | State | Zip |
|-----------------|---------------|-------------|---|------|-------|-----|
| 6-7-06 | CURRENT | OWN | | | | |
| 5-1-81 | 6-6-06 | OWN | | | | |

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the 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, Ronald Louis Duca, 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.

Ronald J Duca
 (Signature of Applicant)

State of New Jersey County of Cape May
 The foregoing instrument was acknowledged before me this
9th day of July, 2008
 Day Month Year

My commission expires on: 24 05 2010
 Day Month Year

Rosemary Manwix
 (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

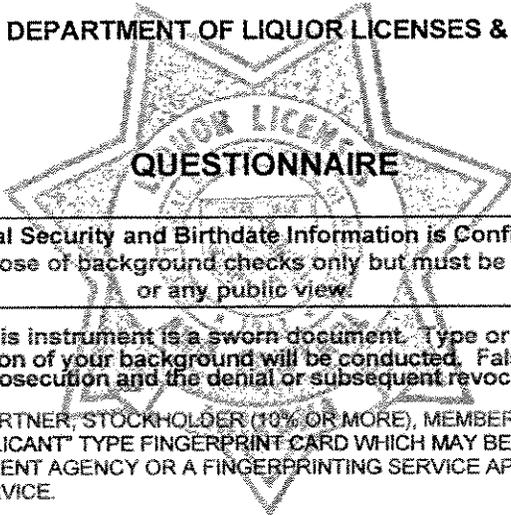
 (Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

01058642

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.

Liquor License #

12077738
(If the location is currently licensed)

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 Manager(Only)
 Other (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25

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

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

4. Place of Birth: PHILADELPHIA PA USA Height: 5 Weight: 125 Eyes: BR Hair: BR
 City State Country (not county)

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

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. (609) 465-1063 (WORK)

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: DADDY DUKE'S Premises Phone: (623) 882-3853

11. Licensed Premises Address: 215 W. VAN BUREN ST. AVONDALE MARICOPA 85323
 Street Address (Do not use PO Box #) City County Zip

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

| FROM Month/Year | TO Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip) |
|-----------------|---------------|-------------------------------|--|
| 3-5-94 | CURRENT | PRINCIPAL CLERK TYPIST | COUNTY OF CAPE MAY 4 MOORE RD., CAPE MAY COURT HOUSE, NJ 08210 |
| | | | |
| | | | |

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

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

| FROM Month/Year | TO Month/Year | Rent or Own | RESIDENCE Street Address (if rented, attach additional sheet giving name, address and phone number of landlord) | City | State | Zip |
|-----------------|---------------|-------------|---|------|-------|-----|
| 6-7-06 | CURRENT | OWN | | | | |
| 5-1-81 | 6-6-06 | OWN | | | | |
| | | | | | | |
| | | | | | | |

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the 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.

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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, DELIA M. DUCA, 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.

Delia M. Duca
 (Signature of Applicant)
 State of New Jersey County of Cape May
 The foregoing instrument was acknowledged before me this
9th day of July Month, 2008 Year
Rosemary Maxson
 (Signature of NOTARY PUBLIC)
 My commission expires on: 24 05 2010
 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

25.1. (Print Licensee/Agent's Name): _____
 Hereby authorize the applicant to act as manager for the named liquor license.
 State of _____ County of _____
 The foregoing instrument was acknowledged before me this
 X _____ day of _____
 (Signature of LICENSEE/AGENT) Day Month Year
 My commission expires on: _____
 Day Month Year (Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

RESTAURANT OPERATION PLAN

PRINT - USE BLACK INK

LICENSE # 12077738

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

| | |
|--------------------------|---|
| Grill | 36" Stratus SMG-36 30,000 BTU's |
| Oven | Stratus 10 top burner w/ two oven's 300,000 BTU's |
| Freezer | I.C.S. CTE-34-65 |
| Refrigerator | I.C.S. CTE-46-90 |
| Sink | ① 3 Bay Stainless Steel ① 1 Bay Stainless Steel Prep ① Stainless Steel Handwash. |
| Dish Washing Facilities | ① 3 Bay Stainless Steel w/ Dishwasher Room Size 9x23 = 207 Sq. Ft. |
| Food Preparation Counter | Kitchen Area (Prep Area) 13x8 Sq. Ft. Per Maricopa Co. Health Department |
| Other | |
| Other | |
| Other | |

2. Print the name of your restaurant:

Daddy Duke's

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 [60]
- b. Bar area of your premises [_____]
- c. Total area of your premises [60]

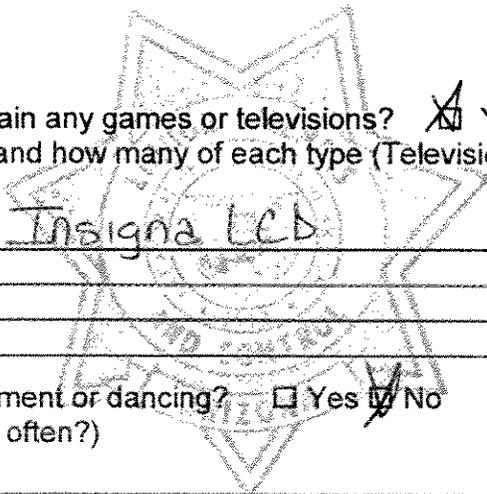
5. What type of dinnerware and utensils are utilized within your restaurant?

- Reusable Disposable

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

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 100 %

*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).

2 Televisions - Insignia LCD

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

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

Cooks - Cooking + Preparing all foods

Dishwasher - Cleaning of All Janitorial

Waitstaff - Serving of all customers that dine in @ Restaurant.

Attach additional sheets if necessary

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

x Nicole Chandler
(Signature of APPLICANT)

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

5 Day of June 2008
Day Month Year

My commission expires on:



Dianna McConnell
(Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

HOTEL-MOTEL AND RESTAURANT LICENSES RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government

Bring Our House Home!

| | |
|---|--|
| Family Style Dinners to go Choice of Marinara or Bolognese 4 or more | House Specialty Served in Marinara |
| Spaghetti Linguine | Ravioli |
| Fettucine Penne | Gnocchi |
| Rigatoni Angel Hair | Tortellini |
| \$19.95 Add additional Meat \$1.99 | \$24.99 |

Family style Salad \$12.99

PIZZA
COMING
SOON

DADDY DUKE'S
PIZZA • SUBS • PASTA



623-882-DUKE
OPEN 7 DAYS 11:00 AM - 1:00 AM
DINE IN • TAKE OUT • DELIVERY
215 West Van Buren • Avondale, AZ

Traditional Style Pasta

Dinner Served From 4:00 PM to 11:00 PM

Your Choice of Sauce

Marinara, Fra DiAvio, Pesto, Bolognese, Aglio é olio

#1 Spaghetti

#4 Linguine

#2 Fettucine

#5 Penne

#3 Rigatoni

#6 Angel Hair

\$6.95

Add Meatballs or Sausage \$1.95

Family Favorite's

Ravioli
Cheese Stuffed & Served in Marinara \$7.95

Tortellini Italiano
Mushroom, Spinach, Diced Tomato,
Garlic, tossed in Chef's Cream Sauce \$12.95

Tortellini Addeo
Sausage, Green Onion, Mushroom,
Garlic, Sundried Tomato Covered in
Marsala Cream Sauce \$11.95

Lasagna
Marinara Bolognese Sauce \$8.95

Penne Romagno
Roasted Red Peppers, Onions, Prosciutto
Fete Cheese, Basil in an Aglio é olio Sauce \$9.95

Gnocchi Duca
Broccoli, Peas, Bacon served in
Alfredo Sauce \$9.95

Shrimp Scampi
Served over Linguine \$12.95

Shrimp Fra DiAvio
Jumbo Shrimp Sautéed and Served in a spicy
Marinara Sauce over Linguini \$8.95

Mama Duke's
Clams & Spaghetti \$10.95

Ravioli
Giant size Ricotta cheese & Spinach Stuffed Ravioli \$ 8.95

Bake Rigatoni or Penne \$7.95

Poultry

Chicken Parmesan

Lightly breaded chicken breast topped with sauce & mozzarella, bake to perfection. Served with a mound of spaghetti. \$10.95

Chicken Marsala

Chicken breast medallions with shallots & mushroom in a rich marsala sauce. Served with broccoli and angel hair in a roasted garlic aglio é olio sauce. \$10.95

Chicken Piccata

Sautéed chicken breast with capers and mushrooms in a lemon butter wine sauce. Served with angel hair in a aglio é olio sauce \$10.95

STEAK SANDWICH'S CHICKEN SANDWICH'S

All Sandwich's 10" Served all day

Plain Steak \$8.50

Cheese Steak

American, Provolone or Wiz, \$7.00
Fried Onions, upon request

Pizza Steak

Provolone & Marinara \$7.25

Pepperoni Cheese Steak \$7.50

Cheese Steak Hoagie

Lettuce, Tomato & Mayo \$7.50

Steak Italiano

sautéed Spinach with Provolone \$7.75

Chicken Cheese Hoagie

Lettuce, Tomato, Mayo \$7.50

Chicken Cheese Steak

Grilled Chicken, American, Provolone or Wiz \$7.00

Chicken Cheese Steak Italiano

Sautéed Spinach \$7.75

Chicken Cutlet \$6.50

Chicken Cutlet
with Cheese \$7.50

Chicken Cutlet Parmesan

Provolone, Marinara \$7.50

Chicken Cutlet Italiano

Sautéed Spinach \$7.75

ROAST BEEF / ROAST PORK CLASSICS MEATBALL

Roast Beef
With Provolone \$7.00

Roast Beef Italiano
Provolone, Sautéed Spinach \$7.50

Roast Pork
With Provolone \$7.00

Roast Pork Italiano
Provolone, Sautéed Spinach \$7.50

Served with French Fries

Hamburger
Lettuce, Tomato, Mayo \$5.59

Cheeseburger
Lettuce, Tomato, Mayo \$5.95

Hot Dog \$3.95

Cheese Dog \$4.50

Meatball \$6.75

Meatball Parm.
Provolone, Marinara \$7.50

All fresh ingredients, never frozen

SPECIALITY SANDWICH'S

Turkey Hoagie
With Cheese \$7.50

Italian Hoagie
Cappicola, Cotto, Salami, Provolone Cheese
Lettuce, Tomato, Mayo, Spice \$7.95

Pennslanding
Italian Tuna in olive oil, Lettuce,
Tomato with spices \$7.95

South Street
Fresh Mozzarella, Roast Red Peppers,
Oil & Vinegar topped with Spices \$7.50

Passyunk
Fresh Mozzarella, Roasted Red Peppers,
Salami, Garlic, Oil & Vinegar topped with Spices \$7.95

Center City
Provolone, Prosciutto, Roasted Red
Peppers Oil & Vinegar topped with Spices \$7.95

South Philly Style
Half Roast Beef & Roast Pork with
Provolone \$6.50

Bada Bing
Grilled Italian Hoagie \$7.95

Add:
Spinach or Roasted Red Peppers to any .75¢

Side of:
Cherry pepper, Peppercorn, Banana .35¢

APPETIZERS

French Fries \$3.25

Cheese Fries \$4.25

Sweet Potato Fries \$4.50

Pizza Fries \$5.25

Onion Rings \$4.50

Mozzarella Sticks \$5.50

Jalapeno Poppers \$5.95

Blooming Onion \$6.99

Bufflo Wings

Dozen \$7.95 +2 Dozen \$13.95 (Hot or Mild)

Fried Artichokes
Served with Marinara \$7.95

Jay Julzo \$7.95

Calamari

Lightly Battered & Served with Aioli \$7.95

The Daddy Duke

Mussels in a Red or White Sauce \$9.95

Clams
(Steamers) \$8.95

Italian Shrimp Cocktail
Sautéed Shrimp, Served on Italian Toast and topped with
Butter Wine Sauce \$8.95

Spinach & Roasted Red Pepper
Sautéed in Olive Oil & Garlic \$5.95

Brushetta \$3.95 Garlic Bread \$4.95

SALADS

House Salads: Caesar Salad Sm. \$2.95
Individual: \$2.50 Med (for 3-4) \$7.99 Lg. \$5.99
Sm (for 2) \$4.99 Lg. (for 4-6) \$11.99
Antipasta \$10.95
Spinach Salad \$7.95
Soup of the Day: Cup Build Chicken to Any \$2.00

BEVERAGE

Soda: Root Beer Float \$2.75
Pepsi, Diet Pepsi, Mug Root Beer Milk Shake \$3.50
Mountain Dew, Dr. Pepper, Sirra Mist Ice Tea \$2.25
Raspberry Ice Tea, Fruit Punch \$1.95 Coffee \$1.75

Kids Menu

Hamburger Served with french Fries \$3.95
Chicken Cutlet Strips Served w/ French Fries \$3.95
Cheese Burger Served with French Fries \$3.95
Mac & Cheese \$2.95
Hot Dog Served with French Fries \$2.95
Spaghetti Meatball \$2.95

AZ CORPORATION COMMISSION
FILED

AZ Corp. Commission

02407554

MAY 13 2008

ARTICLES OF ORGANIZATION

FILE NO. U4501370

OF

DUKIE DUKE'S LLC

(An Arizona Limited Liability Company)

1. Name: The name of the limited liability company is:

DUKIE DUKE'S LLC

2. Registered Office: The address of the registered office in Arizona is:

3. Statutory Agent: (In Arizona) The name and address of the statutory agent of the company is:

Anthony Duca

4. Dissolution: The latest date, if any, on which the limited liability company must dissolve is: perpetual

5.a. Management.

Management of the limited liability company is vested in a manager or managers.

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

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

S.b.

Anthony Duca, Member

Delia Duca, Member

Mary Duca, Member

Ronald Duca, Member

EXECUTED this 21 day of APRIL, 2008.


Anthony Duca, Member


Delia Duca, Member


Mary Duca, Member


Ronald Duca, Member

Acceptance of Appointment by Statutory Agent

I, Anthony Duca, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.


Anthony Duca, Statutory Agent

NOTICE
(for publication)

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

I. Name: DUKIE DUKE'S LLC
L-1450137-6

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

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

(Please check A or B)

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

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

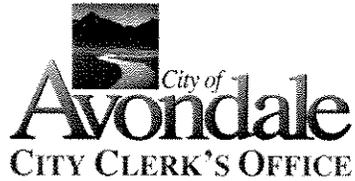
(Please check appropriate box for each)

member manager

member manager

member manager

member manager



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: NICOLE CHANDLER

BUSINESS NAME: DADDY DUKES

ADDRESS: 215 WEST VAN BUREN STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



SIGNATURE
Police Chief

TITLE

9/19/08

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 6, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 23, 2008



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: NICOLE CHANDLER

BUSINESS NAME: DADDY DUKES

ADDRESS: 215 WEST VAN BUREN STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

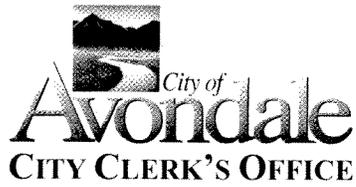
DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Jane Y. Gomez
SIGNATURE
Asst. Fire Marshal
TITLE

9/24/08
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 6, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 23, 2008



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: NICOLE CHANDLER

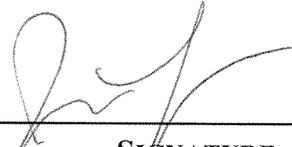
BUSINESS NAME: DADDY DUKES

ADDRESS: 215 WEST VAN BUREN STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



 SIGNATURE
 Zoning Specialist

 TITLE

9/22/08

 DATE

- APPROVED
- DENIED



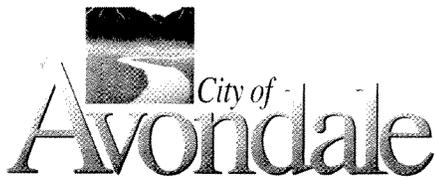
 SIGNATURE
 Development Services Director

 TITLE

9/22/08

 DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 6, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 23, 2008



DEVELOPMENT SERVICES

MEMORANDUM

DATE: September 22, 2008

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 16 (State Series 12) Liquor License for Daddy Dukes
215 W Van Buren Street

The site is located west of the southwest corner of Central Avenue and Van Buren Street. 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.

The General Plan designates the property as commercial. The subject property is zoned Community Commercial District (C-2). A restaurant is a permitted use within the C-2 zoning district.

Attachment: Aerial Photography
Zoning Vicinity Map

Van Buren Street

C-2

R-4

Zoning Vicinity Map



Subject Property



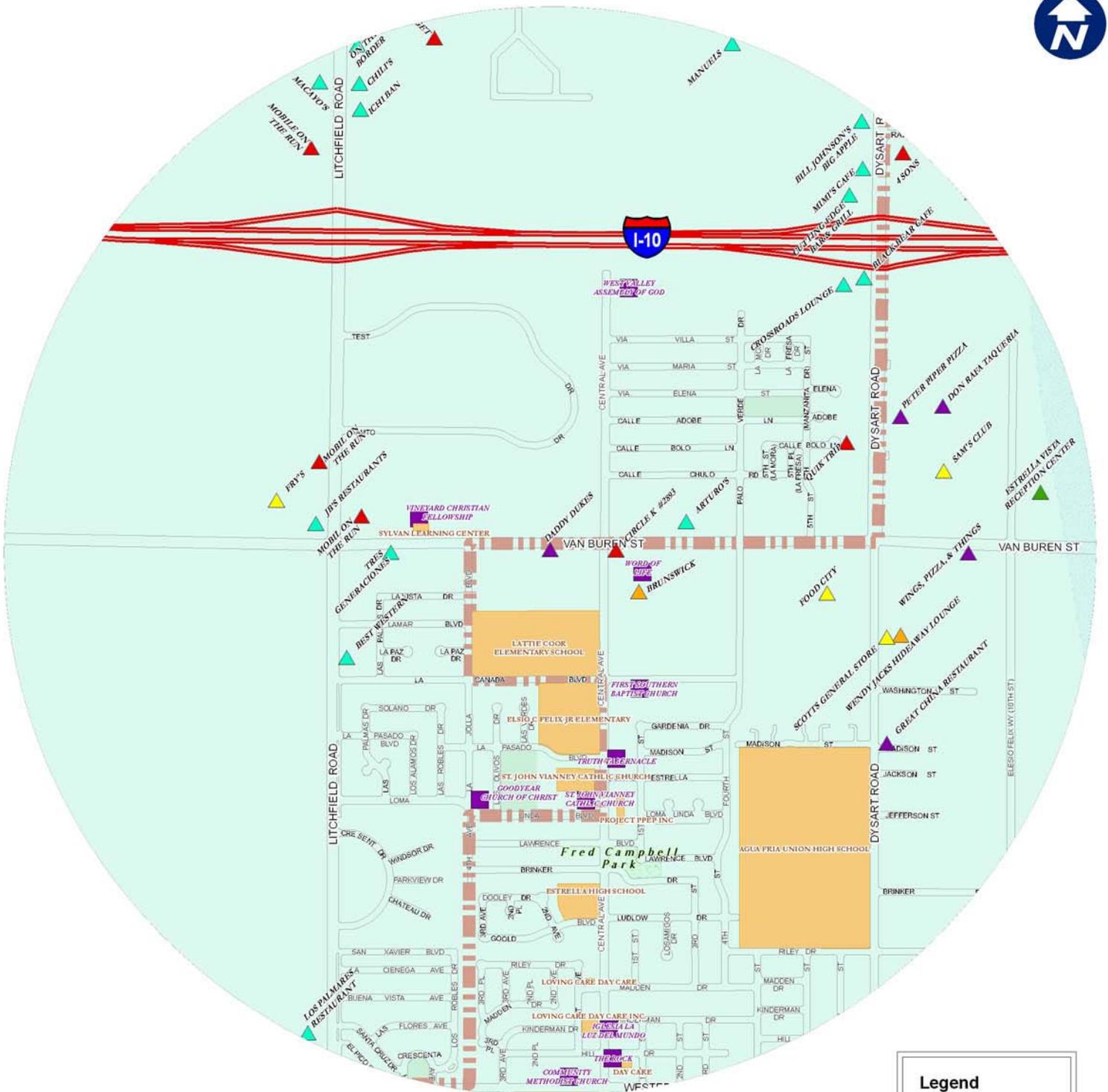


2008 Aerial Photograph



Subject Property





Legend

PLACES OF WORSHIP

- CHURCH (purple square)

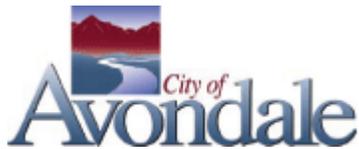
LIQUOR LICENSE

- SERIES 6 (orange triangle)
- SERIES 7 (green triangle)
- SERIES 9 (yellow triangle)
- SERIES 10 (red triangle)
- SERIES 12 (cyan triangle)
- SERIES 14 (purple triangle)
- SERIES 16 (dark purple triangle)
- SCHOOLS (orange rectangle)

DADDY DUKES
215 W Van Buren St
1 Mile Buffer







CITY COUNCIL REPORT

SUBJECT:

Construction Contract Award - AJP Electric, Inc. for the Indian School and El Mirage Road Traffic Signal Improvements

MEETING DATE:

October 6, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a construction contract to AJP Electric, Inc. for traffic signal and roadway improvements at the intersection of Indian School Road and El Mirage Road, in the amount of \$692,682.73 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Maricopa County Department of Transportation (MCDOT) conducted a traffic signal warrant study on the intersection of Indian School Road and El Mirage Road in August 2005. The results of the study confirmed that a traffic signal is warranted at this intersection.

On January 17, 2007, the City of Avondale approved annexation of the intersection and included this intersection as part of the 2006-2007 Capital Improvement Program (CIP).

On February 20, 2007, Council approved a Professional Services Agreement (PSA) in the amount of \$98,647.00 with DMJM Harris to provide design services for roadway and traffic signal improvements at the intersection of Indian School Road and El Mirage Road. On August 1, 2007, Amendment No. 1 was approved in the amount of \$9,850.00 for additional work, bringing the revised contract amount to \$108,497.00.

During the 95% plan review, staff identified several utility conflicts, plan inadequacies, and grade issues. In addition, during this time MCDOT carried out a project to mill and overlay Indian School Road. Since the mill and overlay extended throughout the Indian School Road and El Mirage Road project improvement limits, DMJM requested a second amendment in the amount of \$118,713 to revise and finalize the plans. Staff felt this cost was unreasonable and despite multiple attempts to negotiate the fee, no progress could be made and the contract with DMJM was terminated.

On March 25, 2008, the City published a Request for Qualifications for the 2008/2009 Professional Consultant's Selection List. AMEC Infrastructure was approved and prequalified to perform transportation and traffic design services. Staff contacted references and found that AMEC Infrastructure is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects.

Staff requested a fee from AMEC Infrastructure to finalize the construction documents and address the mill and overlay issue, the utility conflicts, the plan inadequacies, and the grade concerns. AMEC Infrastructure developed a scope of work for this project and proposed a fee of \$49,970.97. On August 13, 2008, the City Manager approved a PSA with AMEC Infrastructure in the amount of

\$49,970.97 to finalize the construction documents.

DISCUSSION:

The intersection of Indian School Road and El Mirage Road is currently a 3-way intersection with Indian School Road as the through street, and El Mirage Road controlled by a stop sign on the north leg for southbound traffic. Vehicles traveling southbound on El Mirage Road are experiencing excessive delays during peak hours when they are negotiating a turn onto Indian School Road.

In addition, there are two (2) existing driveway connections at Indian School Road in close proximity to the intersection. The two (2) driveways are located on the southwest and southeast corners of the intersection and they serve Manny's Mexican American Resturaunt and Valley Golf Center. The current location of the driveways do not meet City Standards; as they are too close to the intersection and pose traffic safety issues and turning movement conflicts.

SCOPE OF WORK:

The scope of work for this project will include:

- Construction of full street improvements on the southern approach of El Mirage Road.
- Matching new construction on the south approach of El Mirage Road to existing pavement on Indian School Road.
- Widening the pavement section on the northern approach of El Mirage Road.
- Construction of a new bus bay on Indian School Road.
- Construction of new driveway entrances for Valley Golf Center and Manny's Mexican American Restaurant on El Mirage Road.
- Removal of the existing driveways at Valley Golf Center and Manny's Mexican American Restaurant.
- Construction of pedestrian sidewalk on both sides of the road.
- Installation of streetlights along El Mirage Road.
- Construction of a new traffic signal at the intersection.

BID PROCESS:

Request for Bid notices were published in the West Valley View on September 9, 2008 and September 12, 2008 and in the Arizona Business Gazette on September 11, 2008. Four (4) bids were received and opened on September 25, 2008. Each bid package was reviewed and all bidders met the bidding requirements. The firms submitting bids and the amount of their bids are as follows:

| <u>BIDDER</u> | <u>BID AMOUNT</u> | <u>M/DBE</u> |
|-------------------------------------|--------------------------|---------------------|
| AJP Electric, Inc. | \$692,682.73 | No |
| Standard Construction Company, Inc. | \$695,549.06 | No |
| Petra Contracting | \$778,951.47 | No |
| DCS Contracting | \$779,796.17 | No |

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

AJP Electric, Inc. with a bid of \$692,682.73 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes AJP Electric, Inc. to be competent and qualified for this project. AJP Electric, Inc. has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no

claims on file against this contractor.

SCHEDULE:

The following is a tentative construction schedule:

| PROJECT MILESTONES | TARGET DATES |
|-----------------------------|---------------------|
| Issue Notice of Award | 10/07/08 |
| Pre-Construction Conference | 10/14/08 |
| Notice-to-Proceed | 10/20/08 |
| Begin Construction | 10/20/08 |
| Signal Equipment Delivery | 11/21/08 |
| Project Completion | 01/02/09 |

BUDGETARY IMPACT:

Funding in the amount of \$692,682.73 is available in the Streets CIP budget line item 304-1154-00-8420, Traffic Signal - Indian School/El Mirage, for this project.

RECOMMENDATION:

Staff recommends that the City Council award a construction contract to AJP Electric, Inc. for traffic signal and roadway improvements at the intersection of Indian School Road and El Mirage Road in the amount of \$692,682.73 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

Contract is on file with the City Clerk

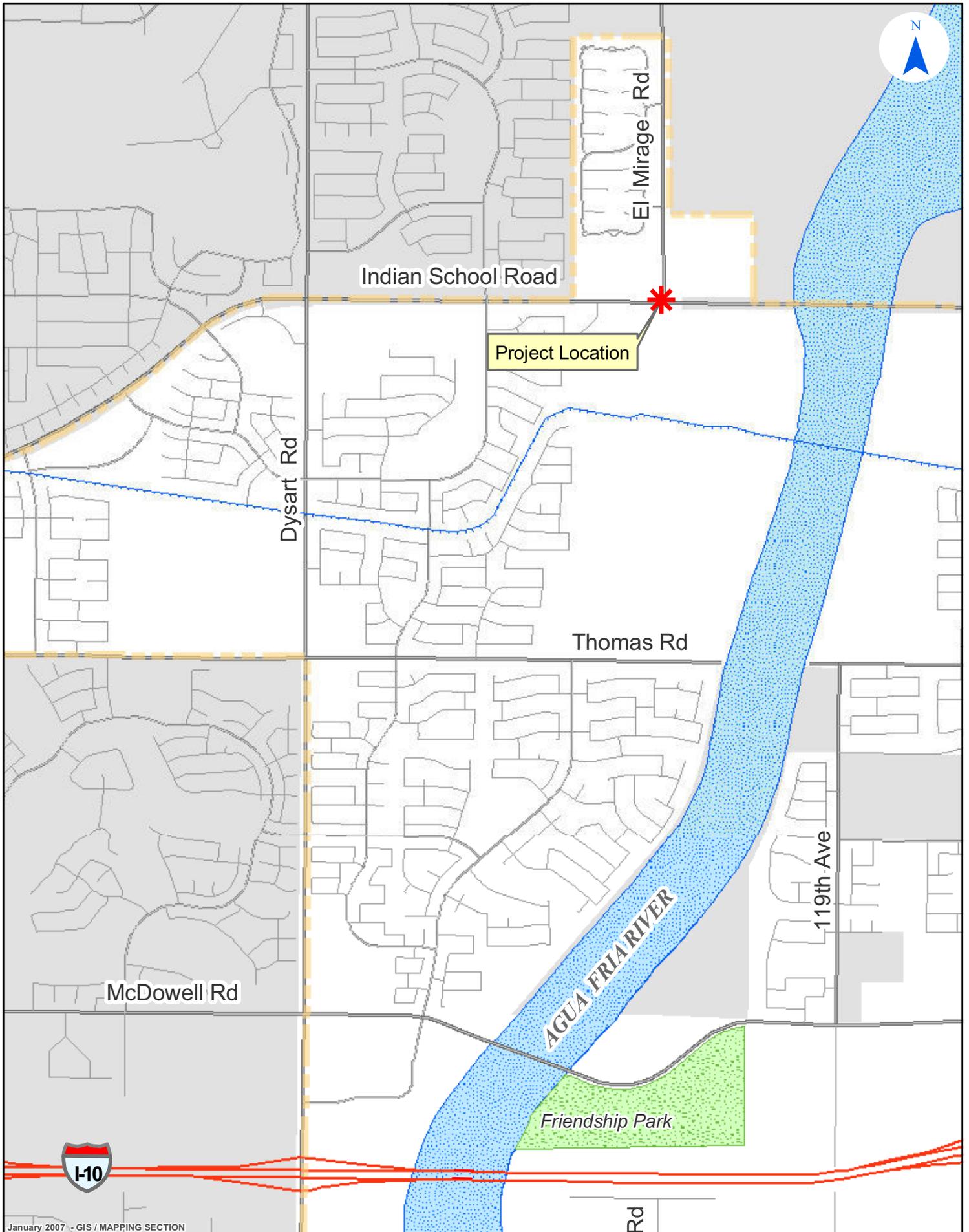
ATTACHMENTS:

Click to download

[📄 Vicinity Map](#)

[📄 Bid Tabulation Sheet](#)

VICINITY MAP



January 2007 - GIS / MAPPING SECTION

CITY OF AVONDALE Indian School Rd. & El Mirage Rd. Proposed Signal

BID TABULATION
ST1154 Traffic Signal at Indian School Road and El Mirage Road
 BID DATE: September 25, 2008

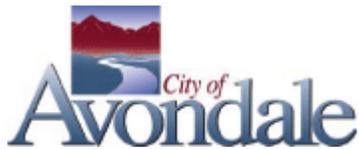
| Item No. | Description of Materials and/or Services | Qty | Unit | AJP Electric | | DCS Contracting | | Standard Construction | | Petra Contracting | |
|---|---|-------|-------|--------------|--------------|-----------------|--------------|-----------------------|--------------|-------------------|--------------|
| | | | | Unit | Total | Unit | Total | Unit | Total | Unit | Total |
| | | | | Price | Price | Price | Price | Price | Price | Price | Price |
| ST1154 Traffic Signal at Indian School Road and El Mirage Road | | | | | | | | | | | |
| 107.01500 | Community Relations (Allowance) | 1 | ALLOW | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 |
| 107.03000 | NPDES/SWPPP | 1 | LS | \$ 1,000.00 | \$ 1,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 |
| 107.04000 | Miscellaneous Reimbursable (Allowance) | 1 | ALLOW | \$ 60,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 60,000.00 |
| 108.01000 | Construction Staking Surveying & Layout | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 2,400.00 | \$ 2,400.00 | \$ 10,000.00 | \$ 10,000.00 |
| 108.01010 | Preparation of As-Built Plans | 1 | LS | \$ 1,000.00 | \$ 1,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 900.00 | \$ 900.00 | \$ 5,000.00 | \$ 5,000.00 |
| 109.09000 | Mobilization/Demobilization | 1 | LS | \$ 50.00 | \$ 50.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 22,000.00 | \$ 22,000.00 |
| 201.01300 | Remove Saguaro Cactus | 1 | EA | \$ 2,000.00 | \$ 2,000.00 | \$ 1,225.00 | \$ 1,225.00 | \$ 450.00 | \$ 450.00 | \$ 2,750.00 | \$ 2,750.00 |
| 205.00000 | Roadway Excavation | 815 | CY | \$ 10.00 | \$ 8,150.00 | \$ 15.00 | \$ 12,225.00 | \$ 16.00 | \$ 13,040.00 | \$ 16.00 | \$ 13,040.00 |
| 210.02000 | Borrow Excavation (Imported) | 1,100 | CY | \$ 10.00 | \$ 11,000.00 | \$ 15.00 | \$ 16,500.00 | \$ 25.00 | \$ 27,500.00 | \$ 17.00 | \$ 18,700.00 |
| 212.01000 | Obliterate Existing Pavement Markings (4-inch Equiv.) | 2765 | LF | \$ 1.70 | \$ 4,700.50 | \$ 1.60 | \$ 4,424.00 | \$ 1.40 | \$ 3,871.00 | \$ 1.40 | \$ 3,871.00 |
| 301.01000 | Subgrade Preparation | 5519 | SY | \$ 8.00 | \$ 44,152.00 | \$ 4.00 | \$ 22,076.00 | \$ 5.50 | \$ 30,354.50 | \$ 5.00 | \$ 27,595.00 |
| 310.03000 | Aggregate Base Course(12", 10", & 9" Thick) | 1,960 | Ton | \$ 15.00 | \$ 29,400.00 | \$ 19.00 | \$ 37,240.00 | \$ 20.00 | \$ 39,200.00 | \$ 18.00 | \$ 35,280.00 |
| 321.00200 | 1.5" Thick AC Surface Course (D-1/2), High Volume | 158 | Ton | \$ 110.00 | \$ 17,380.00 | \$ 127.00 | \$ 20,066.00 | \$ 104.00 | \$ 16,432.00 | \$ 145.00 | \$ 22,910.00 |
| 321.00201 | 2.5" Thick AC Base Course (D-1/2), Low Volume | 135 | Ton | \$ 110.00 | \$ 14,850.00 | \$ 127.00 | \$ 17,145.00 | \$ 104.00 | \$ 14,040.00 | \$ 135.00 | \$ 18,225.00 |
| 321.00300 | 2.5" Thick AC Base Course (C-3/4), High Volume | 263 | Ton | \$ 110.00 | \$ 28,930.00 | \$ 127.00 | \$ 33,401.00 | \$ 104.00 | \$ 27,352.00 | \$ 145.00 | \$ 38,135.00 |
| 321.00300 | 2" Thick AC Surface Course (C-3/4), High Volume | 136 | Ton | \$ 110.00 | \$ 14,960.00 | \$ 127.00 | \$ 17,272.00 | \$ 104.00 | \$ 14,144.00 | \$ 135.00 | \$ 18,360.00 |
| 321.00300 | 3" Thick AC Base Course (C-3/4), High Volume | 204 | Ton | \$ 110.00 | \$ 22,440.00 | \$ 127.00 | \$ 25,908.00 | \$ 104.00 | \$ 21,216.00 | \$ 135.00 | \$ 27,540.00 |
| 321.03000 | Thickened Pavement Edge MAG 201, Type A | 622 | LF | \$ 5.00 | \$ 3,110.00 | \$ 7.50 | \$ 4,665.00 | \$ 9.00 | \$ 5,598.00 | \$ 3.00 | \$ 1,866.00 |
| 329.01000 | Bituminous Tack Coat | 1.05 | Ton | \$ 2,000.00 | \$ 2,100.00 | \$ 1,175.00 | \$ 1,233.75 | \$ 250.00 | \$ 262.50 | \$ 4,060.00 | \$ 4,263.00 |
| 340.01110 | Vertical Curb and Gutter MAG. 220, Type 'A', H=6" | 743 | LF | \$ 12.00 | \$ 8,916.00 | \$ 18.00 | \$ 13,374.00 | \$ 15.00 | \$ 11,145.00 | \$ 15.00 | \$ 11,145.00 |
| 340.01150 | Single Curb MAG 222, Type A, H=6" | 386 | LF | \$ 12.00 | \$ 4,632.00 | \$ 16.00 | \$ 6,176.00 | \$ 15.00 | \$ 5,790.00 | \$ 16.00 | \$ 6,176.00 |
| 340.01155 | Single Curb MAG 222, Type A, Modified, H=4" | 27 | LF | \$ 25.00 | \$ 675.00 | \$ 17.00 | \$ 459.00 | \$ 15.00 | \$ 405.00 | \$ 16.00 | \$ 432.00 |
| 340.01210 | Concrete Sidewalk, MAG 230 | 4,480 | SF | \$ 3.50 | \$ 15,680.00 | \$ 3.00 | \$ 13,440.00 | \$ 4.00 | \$ 17,920.00 | \$ 3.50 | \$ 15,680.00 |
| 340.01335 | Pedestrian Ramp, COA Std. Det. A1235 | 1 | EA | \$ 1,200.00 | \$ 1,200.00 | \$ 2,990.00 | \$ 2,990.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,100.00 | \$ 1,100.00 |
| 340.01301 | Pedestrian Ramp Per Special Detail | 1 | EA | \$ 1,200.00 | \$ 1,200.00 | \$ 2,100.00 | \$ 2,100.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,600.00 |
| 340.01454 | Commercial Driveway Entrance, COA Std. Det. A1254, 9" Thick | 2,815 | SF | \$ 6.00 | \$ 16,890.00 | \$ 6.00 | \$ 16,890.00 | \$ 6.50 | \$ 18,297.50 | \$ 7.00 | \$ 19,705.00 |
| 340.20560 | City of Avondale Bus Bay, COA Std Det. A1260 | 1,568 | SF | \$ 6.00 | \$ 9,408.00 | \$ 6.75 | \$ 10,584.00 | \$ 10.00 | \$ 15,680.00 | \$ 7.00 | \$ 10,976.00 |
| 340.94961 | City of Avondale Bus Shelter Pad, COA Std Det. A1261 | 585 | SF | \$ 5.00 | \$ 2,925.00 | \$ 17.20 | \$ 10,062.00 | \$ 15.00 | \$ 8,775.00 | \$ 11.00 | \$ 6,435.00 |

BID TABULATION
ST1154 Traffic Signal at Indian School Road and El Mirage Road
BID DATE: September 25, 2008

| Item No. | Description of Materials and/or Services | Qty | Unit | AJP Electric | | DCS Contracting | | Standard Construction | | Petra Contracting | |
|-----------|--|-------|------|--------------|--------------|-----------------|--------------|-----------------------|--------------|-------------------|--------------|
| | | | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 345.01100 | Adjust Sewer Manhole Frame and Cover, MAG 422 | 2 | EA | \$ 500.00 | \$ 1,000.00 | \$ 530.00 | \$ 1,060.00 | \$ 375.00 | \$ 750.00 | \$ 500.00 | \$ 1,000.00 |
| 345.01400 | Adjust Water Valve Box & Cover MAG 391-1 (Type C) | 8 | EA | \$ 300.00 | \$ 2,400.00 | \$ 450.00 | \$ 3,600.00 | \$ 200.00 | \$ 1,600.00 | \$ 300.00 | \$ 2,400.00 |
| 350.01301 | Saw Cut and Remove AC pavement | 2024 | SY | \$ 6.00 | \$ 12,144.00 | \$ 5.00 | \$ 10,120.00 | \$ 9.00 | \$ 18,216.00 | \$ 5.00 | \$ 10,120.00 |
| 350.01850 | Remove Concrete Single Curb | 46 | LF | \$ 10.00 | \$ 460.00 | \$ 6.00 | \$ 276.00 | \$ 15.00 | \$ 690.00 | \$ 5.00 | \$ 230.00 |
| 350.04000 | Remove Sign Foundation, Post, and Panel | 3 | EA | \$ 200.00 | \$ 600.00 | \$ 135.00 | \$ 405.00 | \$ 125.00 | \$ 375.00 | \$ 200.00 | \$ 600.00 |
| 350.46101 | Remove and Reconstruct Existing Sign and Structure | 1 | LS | \$ 2,000.00 | \$ 2,000.00 | \$ 3,650.00 | \$ 3,650.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 4,000.00 | \$ 4,000.00 |
| 351.11001 | Relocate Water Meter, Box and Cover | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | \$ 1,150.00 | \$ 2,300.00 | \$ 800.00 | \$ 1,600.00 | \$ 2,500.00 | \$ 5,000.00 |
| 401.01000 | Traffic Control | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | \$ 11,560.00 | \$ 11,560.00 | \$ 13,000.00 | \$ 13,000.00 | \$ 25,000.00 | \$ 25,000.00 |
| 430.01200 | Hydroseeding – C125 Erosion Control Blanket | 3,945 | SF | \$ 1.50 | \$ 5,917.50 | \$ 1.20 | \$ 4,734.00 | \$ 1.75 | \$ 6,903.75 | \$ 2.80 | \$ 11,046.00 |
| 462.01100 | 100 mm (4" Equiv) White Thermoplastic Traffic Stripe | 5775 | LF | \$ 0.80 | \$ 4,620.00 | \$ 0.75 | \$ 4,331.25 | \$ 0.60 | \$ 3,465.00 | \$ 0.85 | \$ 4,908.75 |
| 462.01200 | 100 mm (4" Equiv) Yellow Thermoplastic Traffic Stripe | 3050 | LF | \$ 0.60 | \$ 1,830.00 | \$ 0.55 | \$ 1,677.50 | \$ 0.50 | \$ 1,525.00 | \$ 0.70 | \$ 2,135.00 |
| 462.01300 | 100 mm (4" Equiv) ReflectORIZED White Paint | 1800 | LF | \$ 0.50 | \$ 900.00 | \$ 0.40 | \$ 720.00 | \$ 0.40 | \$ 720.00 | \$ 0.60 | \$ 1,080.00 |
| 462.01511 | White Preformed Thermoplastic Left Turn Arrow | 4 | EA | \$ 200.00 | \$ 800.00 | \$ 210.00 | \$ 840.00 | \$ 175.00 | \$ 700.00 | \$ 200.00 | \$ 800.00 |
| 462.01512 | White Preformed Thermoplastic Right Turn Arrow | 2 | EA | \$ 200.00 | \$ 400.00 | \$ 210.00 | \$ 420.00 | \$ 175.00 | \$ 350.00 | \$ 200.00 | \$ 400.00 |
| 465.01000 | Sign Post and Panel | 19 | EA | \$ 500.00 | \$ 9,500.00 | \$ 306.00 | \$ 5,814.00 | \$ 300.00 | \$ 5,700.00 | \$ 450.00 | \$ 8,550.00 |
| 471.60047 | No. 7 Pull Box with Extension | 5 | EA | \$ 700.00 | \$ 3,500.00 | \$ 1,034.00 | \$ 5,170.00 | \$ 800.00 | \$ 4,000.00 | \$ 880.00 | \$ 4,400.00 |
| 471.61280 | 2.5" Sch. 80 PVC Electrical Conduit, 100 mm w/ # 10 Bond Copper Wire & Nylon Rope | 151 | LF | \$ 10.00 | \$ 1,510.00 | \$ 12.25 | \$ 1,849.75 | \$ 7.00 | \$ 1,057.00 | \$ 10.50 | \$ 1,585.50 |
| 471.61380 | 3" Sch. 80 PVC Electrical Conduit, 100 mm w/ # 10 Bond Copper Wire & Nylon Rope | 8 | LF | \$ 20.00 | \$ 160.00 | \$ 16.30 | \$ 130.40 | \$ 13.00 | \$ 104.00 | \$ 14.00 | \$ 112.00 |
| 471.61480 | 4" Sch. 80 PVC Electrical Conduit, 100 mm w/ # 10 Bond Copper Wire & Nylon Rope (Trench) | 88 | LF | \$ 20.00 | \$ 1,760.00 | \$ 20.40 | \$ 1,795.20 | \$ 10.00 | \$ 880.00 | \$ 17.50 | \$ 1,540.00 |
| 471.61580 | 2-4" Sch. 80 PVC Electrical Conduit, 100 mm w/ # 10 Bond Copper Wire & Nylon Rope (Trench) | 277 | LF | \$ 25.00 | \$ 6,925.00 | \$ 25.90 | \$ 7,174.30 | \$ 13.00 | \$ 3,601.00 | \$ 22.00 | \$ 6,094.00 |
| 471.61680 | 2-4" Sch. 80 PVC Electrical Conduit, 100 mm w/ # 10 Bond Copper Wire & Nylon Rope (Directional Boring) | 302 | LF | \$ 50.00 | \$ 15,100.00 | \$ 85.00 | \$ 25,670.00 | \$ 40.00 | \$ 12,080.00 | \$ 72.50 | \$ 21,895.00 |
| 472.61100 | Pole Foundation, MCDOT Type A | 2 | EA | \$ 500.00 | \$ 1,000.00 | \$ 900.00 | \$ 1,800.00 | \$ 500.00 | \$ 1,000.00 | \$ 750.00 | \$ 1,500.00 |
| 472.61300 | Trombone Style Pole Foundation, Type Q | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | \$ 3,765.00 | \$ 3,765.00 | \$ 2,400.00 | \$ 2,400.00 | \$ 3,200.00 | \$ 3,200.00 |
| 472.61400 | Trombone Style Pole Foundation, Type R | 2 | EA | \$ 3,500.00 | \$ 7,000.00 | \$ 4,660.00 | \$ 9,320.00 | \$ 2,400.00 | \$ 4,800.00 | \$ 3,975.00 | \$ 7,950.00 |
| 472.61500 | 250W HPS Street Light and Foundation Complete | 2 | EA | \$ 2,500.00 | \$ 5,000.00 | \$ 4,265.00 | \$ 8,530.00 | \$ 2,200.00 | \$ 4,400.00 | \$ 3,630.00 | \$ 7,260.00 |

BID TABULATION
ST1154 Traffic Signal at Indian School Road and El Mirage Road
BID DATE: September 25, 2008

| Item No. | Description of Materials and/or Services | Qty | Unit | AJP Electric | | DCS Contracting | | Standard Construction | | Petra Contracting | |
|----------------------------------|---|-----|------|--------------|---------------|-----------------|---------------|-----------------------|---------------|-------------------|---------------|
| | | | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 472.62100 | Meter Pedestal, Cabinet, Foundation, and Backup Battery System | 1 | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 13,500.00 | \$ 13,500.00 | \$ 11,000.00 | \$ 11,000.00 | \$ 11,500.00 | \$ 11,500.00 |
| 473.71000 | Color Video Detection System (4-Camera) | 1 | EA | \$ 25,000.00 | \$ 25,000.00 | \$ 32,630.00 | \$ 32,630.00 | \$ 32,000.00 | \$ 32,000.00 | \$ 27,000.00 | \$ 27,000.00 |
| 473.71010 | Video Detection – 6 ft Vertical Extension Mount” | 2 | EA | \$ 200.00 | \$ 400.00 | \$ 490.00 | \$ 980.00 | \$ 170.00 | \$ 340.00 | \$ 415.00 | \$ 830.00 |
| 474.60100 | MCDOT Signal Pole “Type A” (10-ft)(Cocoa Brown) | 2 | EA | \$ 800.00 | \$ 1,600.00 | \$ 1,685.00 | \$ 3,370.00 | \$ 700.00 | \$ 1,400.00 | \$ 1,430.00 | \$ 2,860.00 |
| 474.60571 | INSTALL ONLY Trombone Style Type Q pole, 35’ SMA, and 15’LMA | 1 | EA | \$ 2,000.00 | \$ 2,000.00 | \$ 1,090.00 | \$ 1,090.00 | \$ 350.00 | \$ 350.00 | \$ 925.00 | \$ 925.00 |
| 474.60771 | INSTALL ONLY Trombone Style, Type R pole and 55’ SMA | 1 | EA | \$ 2,300.00 | \$ 2,300.00 | \$ 1,090.00 | \$ 1,090.00 | \$ 350.00 | \$ 350.00 | \$ 925.00 | \$ 925.00 |
| 474.60773 | INSTALL ONLY Trombone Style Type R pole, 55’ SMA, and 15’LMA | 1 | EA | \$ 2,500.00 | \$ 2,500.00 | \$ 1,090.00 | \$ 1,090.00 | \$ 350.00 | \$ 350.00 | 925 | \$ 925.00 |
| 474.63001 | INSTALL ONLY Pedestrian Push Button and Sign | 8 | EA | \$ 100.00 | \$ 800.00 | \$ 82.00 | \$ 656.00 | \$ 60.00 | \$ 480.00 | \$ 70.00 | \$ 560.00 |
| 474.70048 | INSTALL ONLY Trombone Style 45’ SMA on APS Multi-use pole | 1 | EA | \$ 1,500.00 | \$ 1,500.00 | \$ 1,090.00 | \$ 1,090.00 | \$ 350.00 | \$ 350.00 | \$ 925.00 | \$ 925.00 |
| 474.83010 | Tomar Pre-Emption System (Emergency Vehicle Pre-emption Priority System) (4 Detectors, 1 Processor) | 1 | LS | \$ 7,000.00 | \$ 7,000.00 | \$ 9,320.00 | \$ 9,320.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 8,000.00 | \$ 8,000.00 |
| 475.62020 | Traffic Signal Controller, Cabinet, and Foundation | 1 | EA | \$ 18,000.00 | \$ 18,000.00 | \$ 18,220.00 | \$ 18,220.00 | \$ 32,000.00 | \$ 32,000.00 | \$ 15,500.00 | \$ 15,500.00 |
| 475.63000 | Wireless Communication System | 1 | LS | \$ 60,000.00 | \$ 60,000.00 | \$ 79,400.00 | \$ 79,400.00 | \$ 47,000.00 | \$ 47,000.00 | \$ 65,000.00 | \$ 65,000.00 |
| 476.61210 | INSTALL ONLY Signal Indications, Type F including Mounting Assemblies | 20 | EA | \$ 300.00 | \$ 6,000.00 | \$ 150.00 | \$ 3,000.00 | \$ 75.00 | \$ 1,500.00 | \$ 125.00 | \$ 2,500.00 |
| 476.61235 | INSTALL ONLY Indications, Type M/H including Mounting Assemblies | 8 | EA | \$ 300.00 | \$ 2,400.00 | \$ 136.00 | \$ 1,088.00 | \$ 45.00 | \$ 360.00 | \$ 115.00 | \$ 920.00 |
| 477.80251 | INSTALL ONLY 250W HPS Street Light Pole, Mast Arm & Luminaire | 1 | EA | \$ 400.00 | \$ 400.00 | \$ 408.00 | \$ 408.00 | \$ 145.00 | \$ 145.00 | \$ 330.00 | \$ 330.00 |
| 477.80251 | 250W (240 Volt) HPS Shoe Box Style Luminaries | 3 | EA | \$ 3,000.00 | \$ 9,000.00 | \$ 670.00 | \$ 2,010.00 | \$ 450.00 | \$ 1,350.00 | \$ 570.00 | \$ 1,710.00 |
| 477.90060 | Internally Illuminated Signs, COA Std Det. 1077 & 1078 | 4 | EA | \$ 7,000.00 | \$ 28,000.00 | \$ 10,425.00 | \$ 41,700.00 | \$ 7,600.00 | \$ 30,400.00 | \$ 8,800.00 | \$ 35,200.00 |
| 478.01000 | Electrical Conductors | 1 | LS | \$ 12,000.00 | \$ 12,000.00 | \$ 12,480.00 | \$ 12,480.00 | \$ 9,000.00 | \$ 9,000.00 | \$ 10,500.00 | \$ 10,500.00 |
| 520.02000 | Handrail (Aluminum) MAG 145, Type 4 | 234 | LF | \$ 45.00 | \$ 10,530.00 | \$ 55.00 | \$ 12,870.00 | \$ 78.00 | \$ 18,252.00 | \$ 62.00 | \$ 14,508.00 |
| 610.08501 | Relocate Existing Fire Hydrant | 1 | EA | \$ 4,000.00 | \$ 4,000.00 | \$ 2,245.00 | \$ 2,245.00 | \$ 2,600.00 | \$ 2,600.00 | \$ 3,000.00 | \$ 3,000.00 |
| 630.60209 | Relocate ARV Vent Pipe | 1 | EA | \$ 500.00 | \$ 500.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 800.00 | \$ 800.00 | \$ 1,300.00 | \$ 1,300.00 |
| 631.90001 | Relocate Water Quality Monitoring Station | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | \$ 2,200.00 | \$ 2,200.00 | \$ 1,200.00 | \$ 1,200.00 | \$ 1,300.00 | \$ 1,300.00 |
| SUBTOTAL (ST1154) | | | | | \$ 655,205.00 | | \$ 737,605.15 | | \$ 657,916.25 | | \$ 748,308.25 |
| TAX | | | | | | | 37,477.73 | | | | 30,643.22 |
| TOTAL SUBMITTED BY BIDDER | | | | | \$ 692,682.73 | | \$ 779,796.17 | | \$ 695,549.06 | | \$ 778,951.47 |
| Bid Bond Attached? | | | | | | Yes | | Yes | | Yes | Yes |
| Contractor License Attached? | | | | | | Yes | | Yes | | Yes | Yes |
| Is contract properly signed? | | | | | | Yes | | Yes | | Yes | Yes |
| Business License Attached? | | | | | | Yes | | Yes | | Yes | Yes |
| Addendum #1 attached | | | | | | Yes | | Yes | | Yes | Yes |
| Exceptions to specifications? | | | | | | No | | No | | No | No |



CITY COUNCIL REPORT

SUBJECT:

Notice of Erratum - Water and Sewer Easement at the SWC of 119th Ave. and McDowell Road

MEETING DATE:

October 6, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Notice of Erratum to the water and sewer easement at the southwest corner of 119th Avenue and McDowell Road and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

City Council previously adopted an ordinance accepting a water and sewer easement at the southwest corner of 119th Avenue and McDowell Road so the City can provide water and sewer services to both the Mobile Home Park and to Ashton Pointe Apartments. The legal description has been revised slightly and needs to be replaced with a corrected description.

DISCUSSION:

Ashton Pointe Apartments is a new development adjacent to Friendship Park. This development needs to tie into the water and sewer lines in 119th Avenue across the existing Mobile Home Park to the east in order to meet development requirements. This will also provide an opportunity for the Mobile Home Park to remove their existing septic system and connect to the public sewer.

The Mobile Home Park has previously agreed to grant the City of Avondale an easement for public water and sewer improvements across their parcel and has submitted the agreement documents. They subsequently agreed with the revised legal description and have submitted the agreement documents.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMMENDATION:

Staff recommends that the City Council approve a Notice of Erratum to a water and sewer easement at the southwest corner of 119th Avenue and McDowell Road and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[☐ Notice of Erratum](#)

[☐ Vicinity Map](#)

When Recorded Mail To:

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

NOTICE OF ERRATUM

**EXEMPT FROM THE REQUIREMENT OF FILING AN AFFIDAVIT OF VALUE
PURSUANT TO ARIZ. REV. STAT. § 11-1134(B)(2).**

NOTICE IS HEREBY GIVEN, that the Water and Sewer Easement Agreement recorded on January 17, 2008, at 20080046645, Records of Maricopa County (the "Original Easement"), was recorded with an erroneous legal description. The undersigned intend to replace the legal description attached to the Original Easement with the legal description attached hereto.

DATED: 9/26/08

CITY OF AVONDALE, an Arizona
municipal corporation

HMC-PT, L.L.C., an Arizona limited
liability company

Marie Lopez Rogers, Mayor

By: Bruce Davis

ATTEST:

Name: BRUCE DAVIS

Carmen Martinez, City Clerk

Title: Managing Member

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Marie Lopez Rogers, as Mayor of the CITY OF AVONDALE, an Arizona municipal
corporation on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

This instrument was acknowledged before me on SEPT. 26, 2008,
by BRUCE DAVIS as MANAGING MEMBER of HMC-PT, L.L.C., an Arizona
limited liability company, on behalf of such company.

Eileene M. Schlichting
Notary Public in and for the State of CA

My Commission Expires:

JAN. 1, 2009



EXHIBIT A
TO
NOTICE OF ERRATUM

[Legal Description and Map of Easement]

See following pages.

**UTILITY EASEMENT
AVONDALE BLVD. AND
MCDOWELL RD.
AVONDALE, ARIZONA**

January 20, 2008
Job No. 07015
Page 1 of 1

AN EASEMENT OVER A STRIP OF LAND, 30 FEET WIDE, 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LOCATED ON THE PROPERTY AS DESCRIBED IN WARRANTY DEED 2003-1529618, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HAND HOLE AT THE INTERSECTION OF AVONDALE BOULEVARD AND MCDOWELL ROAD, BEING THE NORTHEAST CORNER OF SAID SECTION 1,

THENCE SOUTH 89 DEGREES 09 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 2,654.33 FEET, TO THE LOCALLY ACCEPTED NORTH QUARTER CORNER, A BRASS CAP IN HAND HOLE AT THE INTERSECTION OF 119TH AVENUE AND MCDOWELL ROAD;

THENCE SOUTH 00 DEGREES 39 MINUTES 40 SECONDS EAST, ALONG THE MONUMENT LINE OF 119TH AVENUE, A DISTANCE OF 957.15 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 03 SECONDS WEST, LEAVING SAID MONUMENT LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT CENTERLINE HEREIN DESCRIBED;

THENCE NORTH 89 DEGREES 52 MINUTES 03 SECONDS WEST, A DISTANCE OF 550.14 FEET;

THENCE NORTH 80 DEGREES 39 MINUTES 52 SECONDS WEST, A DISTANCE OF 38.64 FEET MORE OR LESS TO THE WEST LINE OF SAID PROPERTY AS DESCRIBED IN WARRANTY DEED 2003-1529618, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF TERMINATION OF THE EASEMENT CENTERLINE HEREIN DESCRIBED. THE SIDELINES OF SAID 30 FOOT EASEMENT TO BE EXTENDED OR SHORTENED TO TERMINATE AT SAID WEST PROPERTY LINE.



BRASS CAP IN HANDHOLE INTERSECTION OF
119TH AVE AND MCDOWELL ROAD
NORTH 1/4 CORNER SECTION 1, T1N, R1W,
LOCALLY ACCEPTED CORNER LOCATION

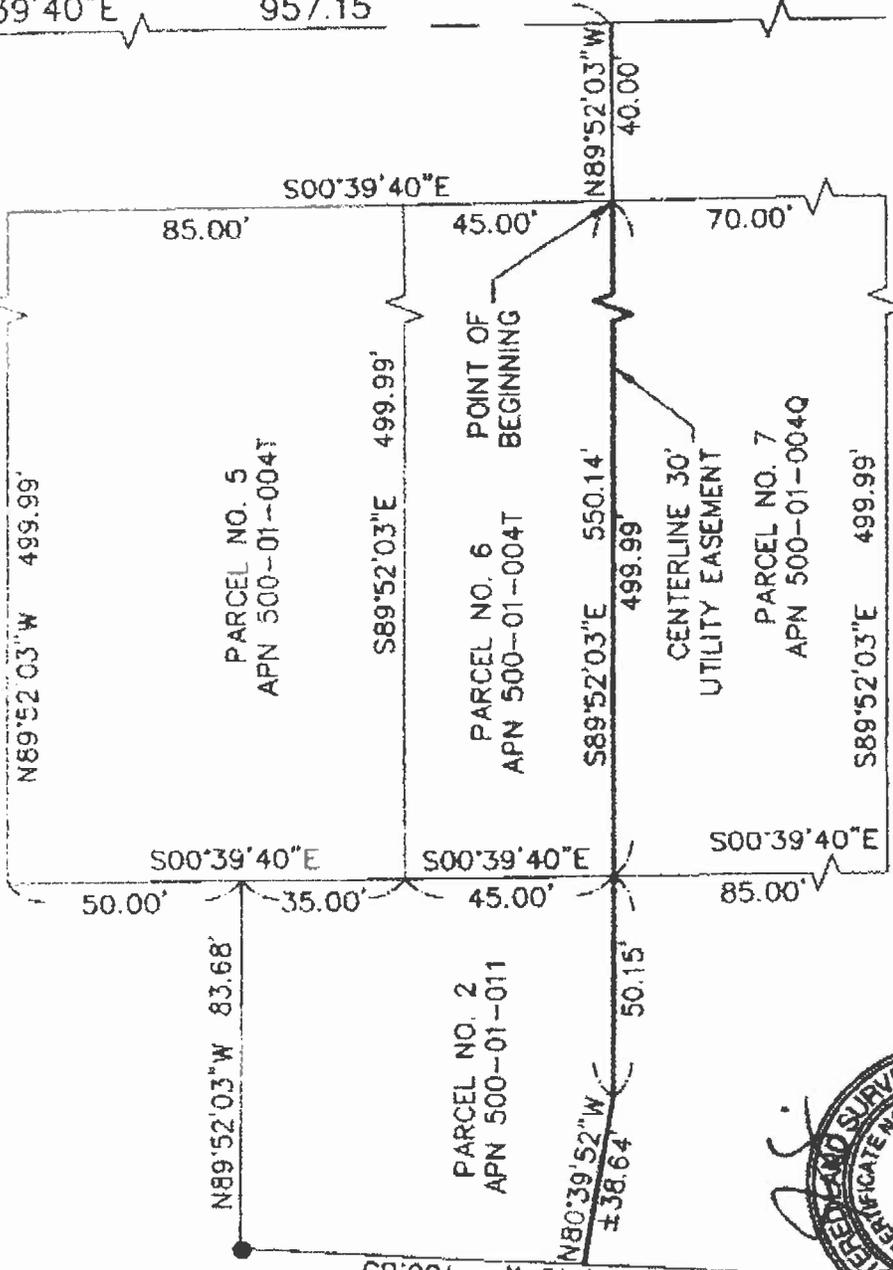
MCDOWELL ROAD

2654.33'
S89°09'42"W

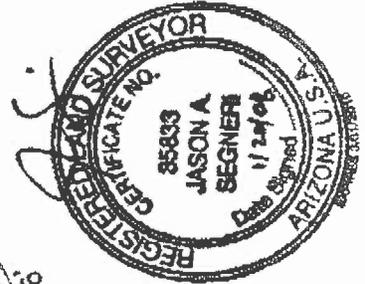
POINT OF COMMENCEMENT
BRASS CAP IN HANDHOLE
SECTION 1, T1N, R1W

500°39'40"E 957.15'

119TH AVENUE



S63°10'33"W 121.16'
S02°50'49"W 106.83'
N80°39'52"W ±38.64'
50.15'



SIG
SURVEY INNOVATION
GROUP, INC

UTILITY EASEMENT
AVONDALE BLVD. AND MCDOWELL RD.
AVONDALE, ARIZONA

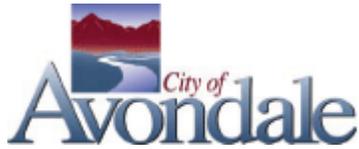
| | | |
|---------------|-----------------------|---------------|
| JOB# 7015 | DWG: 7015ESMT-1-20-08 | DATE: 1-20-08 |
| SCALE: NTS | DRAWN: ECP | CHECK: JAS |
| SHEET: 1 OF 1 | | |

Ph (480) 922 0780 Land Surveying Services Fx (480) 922 0781
16414 N. 91st STREET, # 102, SCOTTSDALE, AZ 85260

VICINITY MAP



November, 2007 - GIS / MAPPING SECTION



CITY COUNCIL REPORT

SUBJECT:

Resolution 2774-1008 - Establishment of an Environmental Affairs Commission

MEETING DATE:

October 6, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Council adopt a resolution establishing the Environmental Affairs Commission and the bylaws of the Commission.

BACKGROUND:

During the September 15, 2008 meeting, the City Council recommended moving forward with the creation of an Environmental Affairs Commission. Staff was directed to increase the membership of the Committee to 13 members from 11. This change has been reflected in the attached bylaws.

DISCUSSION:

Staff will initiate the advertising of the new vacancies and work with the Clerk's Office to schedule interviews and anticipates the first meeting of the Commission to occur in early 2009.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution which establishes the Environmental Affairs Commission and sets forth the bylaws of the Commission.

ATTACHMENTS:

Click to download

[Resolution 2774-1008](#)

RESOLUTION NO. 2774-1008

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, RENAMING THE CITY'S CITIZENS' WATER AND WASTEWATER ADVISORY COMMITTEE TO BECOME THE AVONDALE ENVIRONMENTAL AFFAIRS COMMISSION; EXPANDING THE SCOPE OF AND ADOPTING RULES; AND PROCEDURES THEREFORE.

WHEREAS, the Council of the City of Avondale (the "City Council") seeks community input from as many residents as possible; and

WHEREAS, the City Council believes that environmental conservation goals and services are a necessary component of municipal services; and

WHEREAS, the City Council desires to (i) modify and expand the roles and responsibilities of the City's Citizens' Water and Wastewater Advisory Committee (the "Committee") to include identification of specific resource conservation goals and environmental practices to reduce costs and support sustainability, (ii) rename the Committee to the Environmental Affairs Commission (the "Commission") and (iii) expand the membership to allow the Commission to include 13 members.

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

SECTION 1. That the City of Avondale Citizens' Water and Wastewater Advisory Committee is hereby renamed the Environmental Affairs Commission.

SECTION 2. That the Structures, Rules and Procedures to Establish and Operate the Citizens' Water and Wastewater Advisory Committee as Established by City Council Action on June 18, 2001, is hereby deleted in its entirety.

SECTION 3. That the City of Avondale Environmental Affairs Commission Bylaws are hereby adopted in the form attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 4. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to provide staff support and coordination to the Commission.

PASSED AND ADOPTED by the Council of the City of Avondale, October 6, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2774-1008

[Bylaws]

See following pages.

**BYLAWS
ENVIRONMENTAL AFFAIRS COMMISSION
CITY OF AVONDALE, ARIZONA**

I. Creation; Purpose.

- A. Creation. There is hereby created, constituted and established an Environmental Affairs Commission (the “Commission”), which shall subsume and replace the City of Avondale’s (the “City”) existing Citizens’ Water and Wastewater Advisory Committee (the “Advisory Committee”).
- B. Purpose. The purpose of this Commission shall be to guide the City’s management of environmental affairs affecting the City.

II. Membership and Composition.

- A. Number of Members. The Commission shall be composed of 13 voting members.
- B. Composition. The Commission shall consist of:
 - 1. Those four (4) incumbent members of the former Advisory Committee as of the date of termination of the Advisory Committee and creation of the Commission;
 - 2. One (1) representative of the Avondale Youth Advisory Commission or one (1) interested youth from the community; and
 - 3. Eight (8) additional members.
- C. Qualifications. Each Commission member shall be:
 - 1. At least eighteen (18) years of age;
 - 2. A registered voter; and
 - 3. A resident of the City for at least the entire calendar year ending on the date of application to the City Clerk.
- D. No Other Office Held. Members shall not hold any other municipal or county office on and from the date of appointment to the Commission through termination of membership on the Commission.
- E. Compensation. Members shall serve without compensation.
- F. Application. Any person seeking membership on the Commission who is not an incumbent member of the former Advisory Committee, as of the date of

termination of the Advisory Committee and creation of the Commission, shall make application to the City Clerk and be appointed to the Commission by the Council Subcommittee for Boards, Commissions and Committees (the “Council Subcommittee”) pursuant to the Council Rules of Procedure.

G. Initial Appointments. Initial appointments to the Commission shall be staggered as follows:

1. Seven (7) members shall be appointed to serve for the term of three (3) years as follows:

a. Those four (4) incumbent members of the former Advisory Committee as of the date of termination of the Advisory Committee and creation of the Commission shall be automatically appointed to initial terms of three (3) years each.

b. Three (3) new members shall be appointed to serve initial terms of (3) years each.

2. Six (6) members shall be appointed to serve for the term of two (2) years.

H. Subsequent Appointments. All subsequent appointments shall be for a term of three (3) years.

I. Term Limits. Commission members may serve only two consecutive terms.

J. Vacancy. In the event of a vacancy by death, disability, resignation, removal, disqualification or otherwise, the Council Subcommittee shall appoint a candidate to complete the remainder of the term for the seat vacated pursuant to the Council Rules of Procedure.

K. Removal. A Commission member may be removed from the Commission upon a vote of not less than five (5) City Council members for any reasonable cause as determined in the sole discretion of the City Council.

III. Powers and Duties.

A. Duties. It shall be the duty of the Commission to identify environmental issues affecting the City, to help identify specific resource conservation goals and environmental practices to reduce costs and support sustainability and to advise the City Council on these and other related issues. The Commission shall submit all projects requiring capital expenditure to the City Council for approval as part of the budget and capital improvement program process each fiscal year.

B. Advisory Body. The Commission shall act as an advisory body to the City Council, City Manager, Utilities Director, City Engineer and Finance and Budget

Director and shall provide the same with guidance in the areas of environmental policy, environmental operations, and environmental education.

- C. Ad Hoc Committees. The Commission shall appoint ad hoc committees as necessary to accomplish the Commission's purpose and duties, including, at a minimum but without limitation, a Policy Subcommittee, Operations Subcommittee and Education Subcommittee.
- D. Policy Subcommittee. The Policy Subcommittee shall guide policy development regarding all environmental affairs which, in the Commission's determination, affect the City. The Policy Subcommittee's duties shall include the following functions:
1. The Policy Subcommittee shall serve as the reviewing body for all issues related to the City's water and wastewater utility services, including without limitation, rate and fee structures and financial operating policies.
 2. The Policy Subcommittee shall make assessments of any other environmental affairs or conditions or develop, review, revise or amend any plans for the long-term environmental sustainability of the City.
 3. Preparing and submitting to the City Manager and City Council an annual environmental affairs report on or before January 20. City staff shall assist the Committee in producing the report which should provide accomplishments of the previous year as well as make suggestions to the City Manager and City Council to consider as budget priorities are determined.
 4. Other duties may include, without limitation, providing guidance for the following functions:
 - a. Establishing energy or environmental goals for the City, such as those goals described by the U.S. Conference of Mayors Climate Protection Goals, Urban Environmental Accord Goals or other organization;
 - b. Obtaining recognition as a "Tree City" by Tree City USA;
 - c. Obtaining recognition as an "Energy Star" partner agency;
 - d. Evaluating sustainability opportunities for the City's fleet services, such as alternative fuels, hybrid vehicles or modifying traffic patterns;
 - e. Developing programs for the use of solar energy at City facilities;

- f. Retrofitting streetlights with LED signals;
 - g. Promoting planting of desert adapted trees to increase shading and reduction of carbon dioxide gases;
 - h. Designing future City facilities or remodeling current facilities; or
 - i. Conducting water, wastewater and sanitation rate study reviews and providing policy recommendations regarding the same;
- E. Operations Subcommittee. The Operations Subcommittee shall guide implementation and operations of the City’s environmental and energy practices to achieve sustainability of said practices.
- 1. The Operations Subcommittee’s duties may include, without limitation, providing guidance for the following functions:
 - a. Conserving energy at existing City facilities;
 - b. Evaluating sustainability opportunities for the City’s fleet services, such as alternative fuels, hybrid vehicles or modifying traffic patterns;
 - c. Developing programs for the use of solar energy at City facilities;
 - d. Retrofitting streetlights with LED signals;
 - e. Promoting planting of desert adapted trees to increase shading and reduction of carbon dioxide gases and the use of other native vegetation for landscaping;
 - f. Promoting the reduction of turf or grass areas, where appropriate, at City facilities;
 - g. Collaborating with appropriately selected landscaping experts and the City’s Water Conservation Education Specialist to determine the appropriate vegetation to use in landscaping plans;
 - h. Installing electric charging stations at appropriate City facilities; or
 - i. Complying with the National Pollutant Discharge Elimination System (the “NPDES”) and dust control requirements.
- F. Education Subcommittee. The Education Subcommittee shall guide development of educational and outreach opportunities regarding the City’s environmental initiatives and efforts. The Education Subcommittee’s duties may include

developing initiatives to increase City employees' awareness of the City's environmental and sustainability efforts.

1. The Education Subcommittee's duties may include developing initiatives to increase City employees' awareness of the City's environmental and sustainability efforts.
2. The Education Subcommittee's duties may also include, without limitation, providing guidance for the following functions:
 - a. Promoting alternative modes of transportation;
 - b. Promoting planting of desert adapted trees to increase shading and reduction of carbon dioxide gases;
 - c. Increasing awareness of the NPDES and dust control compliance requirements.
 - d. Promoting water conservation.

IV. Officers and Staff.

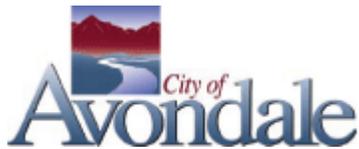
- A. Chair and Vice-Chair. The Commission shall elect annually a Chair and Vice-Chair from among the Commission members at the first meeting held in January. The term of Chair and Vice-Chair shall be one (1) year. Any member serving as Chair or Vice-Chair shall be eligible for re-election by the Commission.
- B. Duties. The Chair shall preside at all meetings and hearings of the Commission, decide all points of order and procedure and perform any duties as required by law, ordinance or these bylaws. The Chair shall have the right to vote on all matters before the Commission and shall have the right to make or second motions in the absence of a motion, or a second made by a member.
- C. Absence of Chair. The Vice-Chair shall act as Chair in the Chair's absence. In the absence of the Chair and the Vice-Chair, the senior member, based upon years of membership, shall act as Chair.
- D. Vacancy. Any vacancy for Chair or Vice-Chair, as may occur for any reason, shall be filled from the Commission membership by majority vote of the Commission at the next meeting where quorum is present. Such appointment shall be for the remainder of the term.
- E. Removal. The Chair or Vice-Chair may be removed from office at any time by a three-fourths majority vote of the full Commission.

- F. Staff Liaison. The City Manager shall appoint a staff member to serve as the staff liaison to furnish support to the Commission as requested or as required to advise and furnish professional and technical advice. The City Attorney, or his designated representative, shall have the responsibility of furnishing such legal advice on all points of order, procedure, or other matters as may be requested from time to time.

V. Meetings.

- A. Frequency. Meetings of the full Commission shall be held quarterly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance. Regular meetings of the Commission shall be open to the public and the minutes of its proceedings shall be kept and filed with the City Clerk's Office as public records. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chair and stating his or her name and address and the names of any person on whose behalf he or she is appearing.
- B. Subcommittees. Meetings of the Subcommittees shall be held on an as-needed basis, but, in any event, no less than once per year.
- C. Attendance. Attendance at all Commission and Subcommittee meetings is required unless excused by the Chair. Three successive, unexcused or unexplained absences from any regular or special meeting shall be grounds for termination at the discretion of the City Council. The Chair shall notify the City Council in writing of such a situation and action shall be taken at the next regularly scheduled City Council meeting. City Council action shall be final.
- D. Quorum. A meeting of the Commission where a majority of its members are present shall constitute a quorum. A majority vote of those Commission members present and voting shall be required to take official action. No action shall be taken at any meeting in the absence of a quorum except to adjourn the meeting to a subsequent date.
- E. Additional Meetings. Additional meetings may be held, and all notices shall be given, and posted according to applicable law.
- F. Notice. Notice of time and place of any public hearing to be held by the Commission shall be given as required by applicable law.
- G. Conduct of Meetings. Unless specified otherwise herein, the Chair shall conduct all meetings pursuant to the meeting procedure adopted by the City Council.
- H. Open Meeting Law. The Commission is subject to Arizona laws governing open meetings contained in ARIZ. REV. STAT. § 38-431 *et seq.*, as amended.

- I. Amendments. The Commission may suggest amendments to these bylaws to the City Council. Amendments shall be subject to approval by the City Council, and, if approved, shall become effective at the next meeting of the Commission.



CITY COUNCIL REPORT

SUBJECT:
Ordinance 1329-1008 - Accepting Right-of-Way
Easement – Van Buren Street Sidewalks

MEETING DATE:
October 6, 2008

TO: Mayor and Council
FROM: Sue McDermott, P.E., City Engineer, 623-333-4211
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting the dedication of a right-of-way easement that is necessary for the installation of sidewalks and landscaping on Van Buren Street from La Jolla Boulevard to Central Avenue, and authorize the Mayor or City Manager and City Clerk to execute the appropriate documentation.

BACKGROUND:

The approved 2007-2008 Capital Improvement Program (CIP) included this project to improve pedestrian safety through the Van Buren Street Corridor (see attached vicinity map). The City of Avondale received a MAG Pedestrian Assistance Grant in FY 2006-2007 for 95% of the design work. On October 30, 2007, a professional services agreement with E Group and Associates was approved by the City Manager to finalize the design and construction contract documents for the project.

DISCUSSION:

Staff completed the design for street improvements and determined that there was not enough space within the right-of-way to construct sidewalk and irrigation facilities. The property owners have agreed to grant right-of-way easements on their respective parcels (see attached) at no cost to the City.

Staff has reviewed and approved the legal descriptions. The parcels addressed in this report are located along the south side of Van Buren Street and are as follows:

| Property Owner | Address/Parcel No. |
|-----------------------|---------------------------|
| Credit Union West | 500-09-011 |
| PJF Investment | 500-09-007 |
| Tainter, William | 500-09-008B |
| Angus, Jay/Dolores | 500-09-008A |
| Von Tobel Trust | 500-09-001M/001P |

BUDGETARY IMPACT:

Accepting the dedication of the right-of-way easements has no budgetary impact on the City.

RECOMMENDATION:

Staff is requesting that the City Council adopt an ordinance accepting the dedication of a right-of-way easement that is necessary to facilitate the installation of sidewalks and landscaping on Van Buren Street from La Jolla Boulevard to Central Avenue, and authorize the Mayor or City Manager and City

Clerk to execute the appropriate documentation.

ATTACHMENTS:

Click to download

 [Ordinance 1329-1008](#)

 [Vicinity Map](#)

ORDINANCE NO. 1329-1008

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

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

SECTION 1. That \pm 0.009 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 500-09-011, generally located south of Van Buren Street, east of La Jolla Boulevard, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale (the "City") from Credit Union West, an Arizona corporation, for use as a right-of-way and public utility easement.

SECTION 2. That \pm 0.002 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 500-09-001P, generally located south of Van Buren Street, east of La Jolla Boulevard, as more particularly described in Exhibit B, attached hereto and incorporated herein by reference, is hereby accepted by the City from Edward Von Tobel, Jr., Trustee of the Edward Von Tobel, Jr. Living Trust dated July 15, 1970, and Julianne Susan (Von Tobel) Roach and Margaret Zahn Carnell, Co-Trustees of the George W. Von Tobel Living Trust dated August 9, 1972, for use as a right-of-way and public utility easement.

SECTION 3. That \pm 0.005 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 500-09-001M, generally located south of Van Buren Street, east of La Jolla Boulevard, as more particularly described in Exhibit C, attached hereto and incorporated herein by reference, is hereby accepted by the City from Edward Von Tobel, Jr., Trustee of the Edward Von Tobel, Jr. Living Trust dated July 15, 1970, and George W. Von Tobel, Trustee of the George W. Von Tobel Living Trust dated August 9, 1972, for use as a right-of-way and public utility easement.

SECTION 4. That \pm 0.005 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 500-09-008A, generally located south of Van Buren Street, east of La Jolla Boulevard, as more particularly described in Exhibit D, attached hereto and incorporated herein by reference, is hereby accepted by the City from the PJF Investment Holdings, L.L.C., an Arizona limited liability company ("PJF Investments"), for use as a right-of-way and public utility easement.

SECTION 5. That \pm 0.007 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 500-09-008B, generally located south of Van Buren Street, east of La Jolla

Boulevard, as more particularly described in Exhibit E, attached hereto and incorporated herein by reference, is hereby accepted by the City from PJF Investments for use as a right-of-way and public utility easement.

SECTION 6. That \pm 0.010 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 500-09-007, generally located south of Van Buren Street, east of La Jolla Boulevard, as more particularly described in Exhibit F, attached hereto and incorporated herein by reference, is hereby accepted by the City from PJF Investments for use as a right-of-way and public utility easement.

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, October 6, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1329-1008

[Legal description and map of acquisition portion of APN 500-09-011]

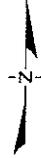
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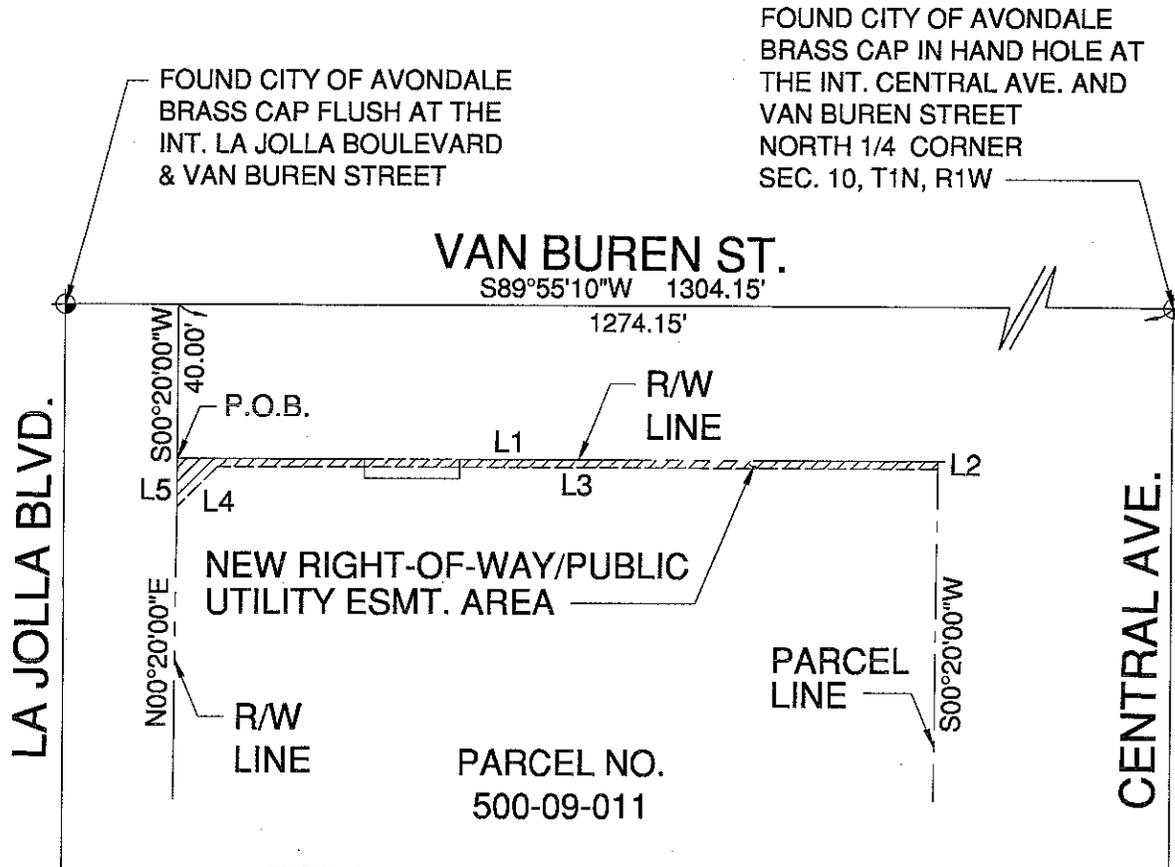
PARCEL NO. 500-09-011

EXHIBIT A

SKETCH



SCALE: NTS



| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 200.01 | N89°55'10"E |
| L2 | 2.00 | S00°20'00"W |
| L3 | 189.51 | S89°55'10"W |
| L4 | 14.90 | S44°55'10"W |
| L5 | 12.50 | N00°20'00"E |

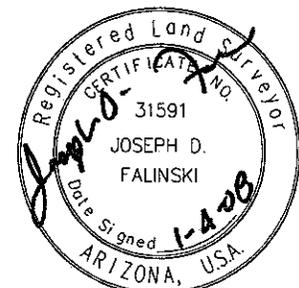
NEW RIGHT-OF-WAY/PUBLIC UTILITY ESMT. AREA = 910.26 S.F.

Page 1 of 2

City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.

Date: 01/08

Preparing Firm: **RITTOCH-POWELL & ASSOCIATES, INC.**
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286





PARCEL NO. 500-09-011

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION - NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT

COMMENCING AT CITY OF AVONDALE BRASS CAP IN HAND HOLE LOCATED AT THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN;

THENCE S89°55'10"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 1274.15 FEET TO A POINT;

THENCE S00°20'00"W A DISTANCE OF 40.00 FEET TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE ALSO BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE N89°55'10"E ALONG SAID PARALLEL LINE A DISTANCE OF 200.01 FEET TO A POINT ON THE EAST LINE OF PARCEL 500-09-011 AS RECORDED IN DOCKET NUMBER 20000948685 M.C.R.;

THENCE S00°20'00"W ALONG SAID EAST LINE A DISTANCE OF 2.00 FEET TO A POINT;

THENCE S89°55'10"W PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 189.51 FEET TO A POINT;

THENCE S44°55'10"W A DISTANCE OF 14.90 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL;

THENCE N00°20'00"E ALONG SAID WEST LINE A DISTANCE OF 12.50 FEET TO THE **POINT OF BEGINNING** AND THE END OF THIS DESCRIPTION.

SAID NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT CONTAINS 400.02 SQUARE FEET, MORE OR LESS.

Page 2 of 2

City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.

Date: 01/08

Preparing Firm: **RITTOCH-POWELL & ASSOCIATES, INC.**
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



EXHIBIT B
TO
ORDINANCE NO. 1329-1008

[Legal description and map of acquisition portion of 500-09-001P]

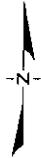
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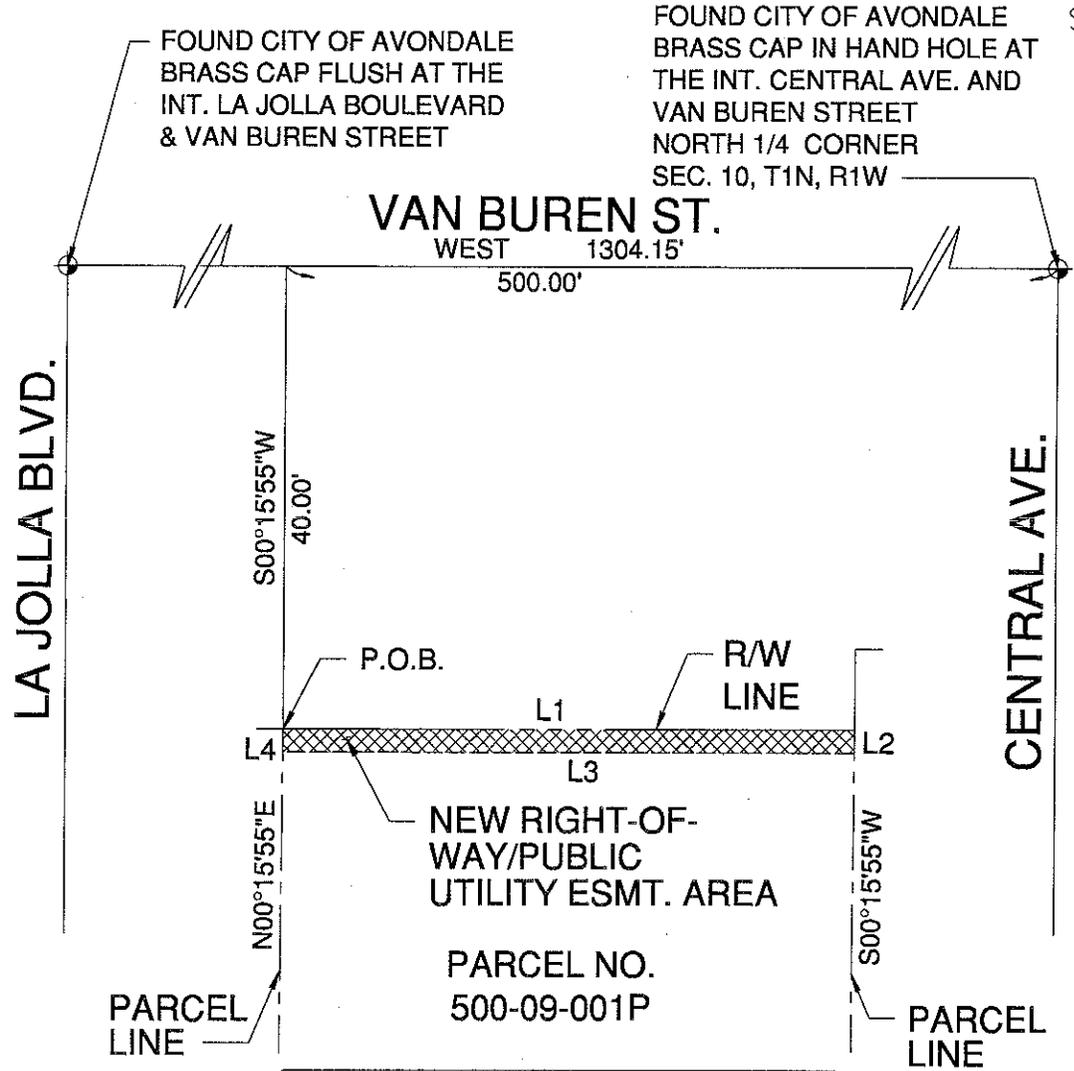
PARCEL NO. 500-09-001P

EXHIBIT A

SKETCH



SCALE: NTS



| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 50.00 | EAST |
| L2 | 2.00 | S00°15'55"W |
| L3 | 50.00 | WEST |
| L4 | 2.00 | N00°55'10"E |

NEW RIGHT-OF-WAY/PUBLIC UTILITY ESMT. AREA = 100.00 S.F.

City of Avondale
 Van Buren Sidewalks - La Jolla Blvd. to Central Ave.
 Date: 01/08

Preparing Firm: **RITTOCH-POWELL & ASSOCIATES, INC.**
 3800 N. Central Ave., Suite 605
 Phoenix, AZ 85012
 Ph: 602-263-1177
 Fax: 602-277-6286





PARCEL NO. 500-09-001P
EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION - NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT

THAT PORTION OF THE WEST 150.00 FEET OF THE EAST 600.00 FEET OF THE NORTH 208.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF AVONDALE BRASS CAP IN HAND HOLE LOCATED AT THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN;

THENCE WEST ALONG THE NORTH SECTION LINE AND MONUMENT LINE OF VAN BUREN STREET, A DISTANCE OF 500.00 FEET TO A POINT;

THENCE S00°15'55"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF VAN BUREN STREET ALSO BEING THE NORTHWEST CORNER OF PARCEL 500-09-001P AS RECORDED, DEED NUMBER 12654-0505 M.C.R., SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL;

THENCE S00°15'55"W ALONG THE EAST PROPERTY LINE A DISTANCE OF 2.00 FEET TO A POINT;

THENCE WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL;

THENCE N00°15'55"E A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING** AND THE END OF THIS DESCRIPTION.

SAID NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT CONTAINS 100.00 SQUARE FEET, MORE OR LESS.

City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.

Date: 01/08

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286

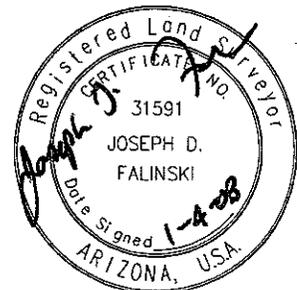


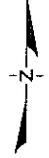
EXHIBIT C
TO
ORDINANCE NO. 1329-1008

[Legal description and map of acquisition portion of 500-09-001M]

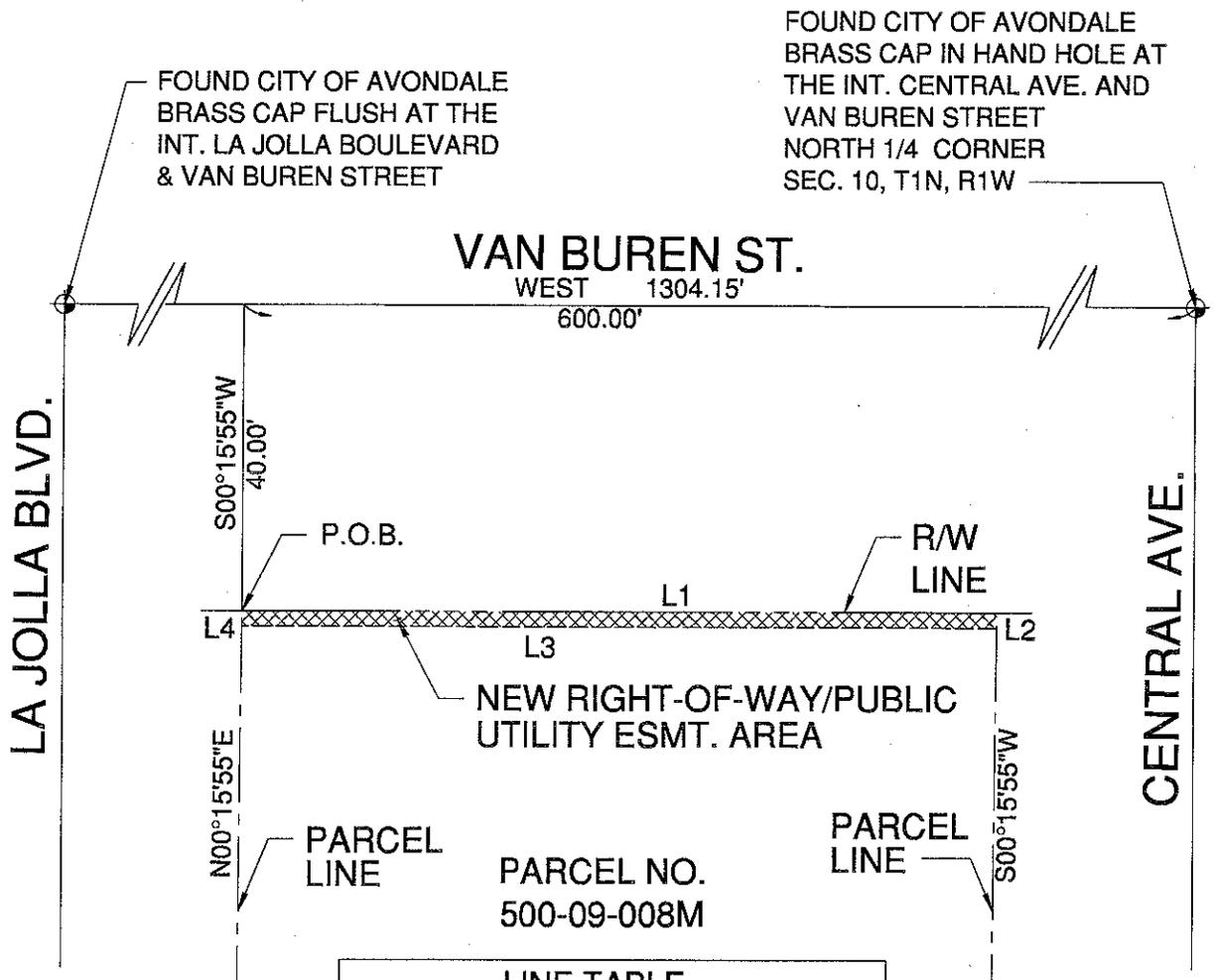
See following pages.



PARCEL NO. 500-09-001M EXHIBIT A SKETCH



SCALE: NTS

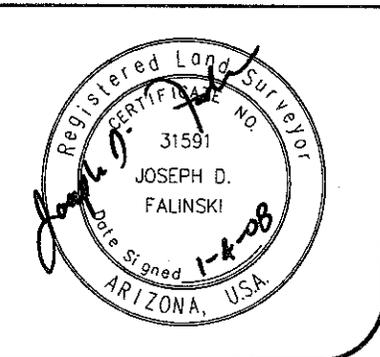


| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 100.00 | EAST |
| L2 | 2.00 | S00°15'55"W |
| L3 | 100.00 | WEST |
| L4 | 2.00 | N00°55'10"E |

NEW RIGHT-OF-WAY/PUBLIC UTILITY ESMT. AREA = 200.00 S.F.

City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.
 Date: 01/08

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
 3800 N. Central Ave., Suite 605
 Phoenix, AZ 85012
 Ph: 602-263-1177
 Fax: 602-277-6286





PARCEL NO. 500-09-001M

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION - NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT

THAT PORTION OF THE WEST 150.00 FEET OF THE EAST 600.00 FEET OF THE NORTH 208.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF AVONDALE BRASS CAP IN HAND HOLE LOCATED AT THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN;

THENCE WEST ALONG THE NORTH SECTION LINE AND MONUMENT LINE OF VAN BUREN STREET, A DISTANCE OF 600.00 FEET TO A POINT;

THENCE S00°15'55"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF VAN BUREN STREET ALSO BEING THE NORTHWEST CORNER OF PARCEL 500-09-001M AS RECORDED, DEED NUMBER 12654-0505 M.C.R., SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO A POINT ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL;

THENCE S00°15'55"W ALONG THE EAST PROPERTY LINE A DISTANCE OF 2.00 FEET TO A POINT;

THENCE WEST A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL;

THENCE N00°15'55"E ALONG THE WEST PROPERTY LINE A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING** AND THE END OF THIS DESCRIPTION.

SAID NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT CONTAINS 200.00 SQUARE FEET, MORE OR LESS.

City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.

Date: 01/08

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



EXHIBIT D
TO
ORDINANCE NO. 1329-1008

[Legal description and map of acquisition portion of APN 500-09-008A]

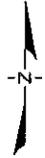
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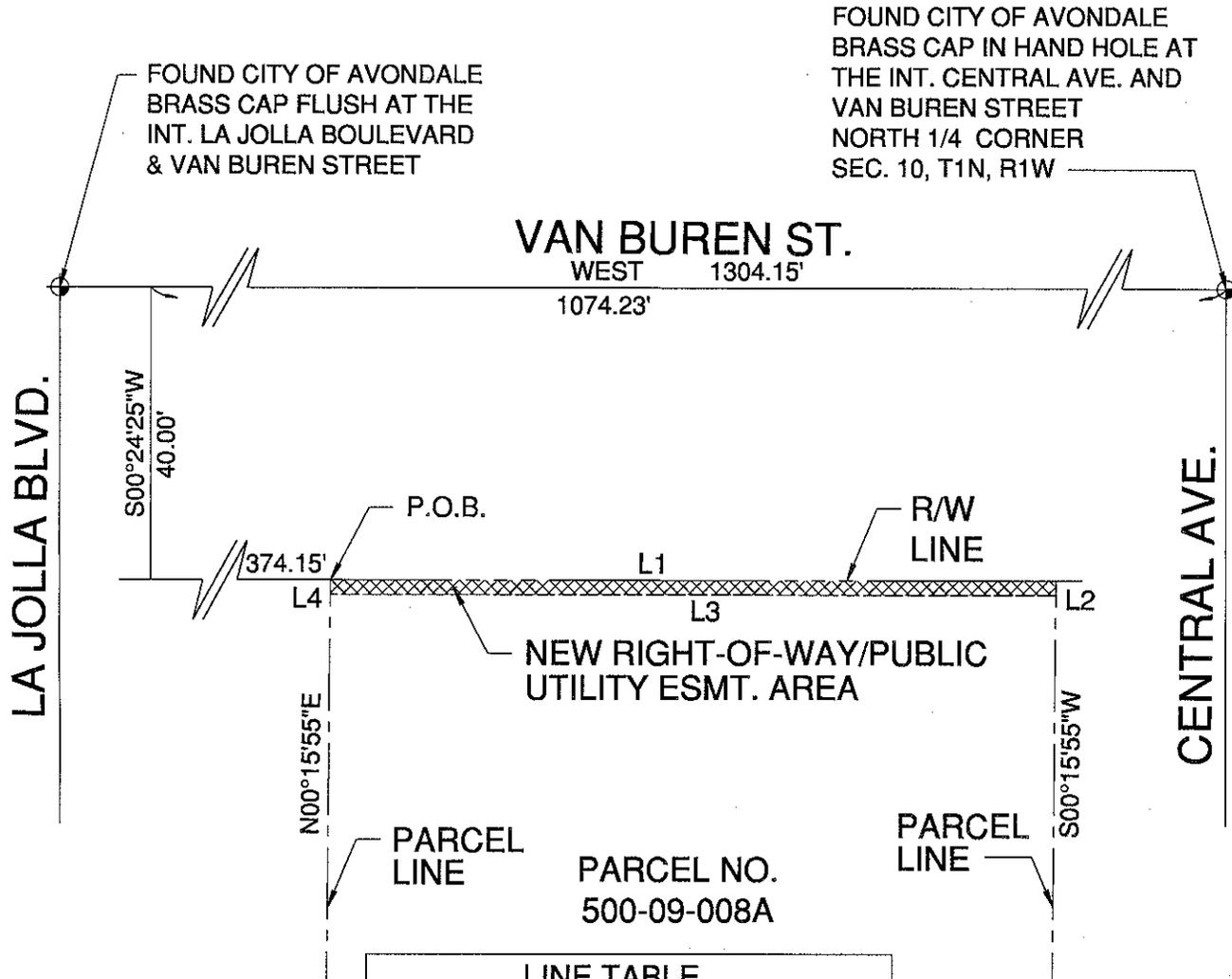
PARCEL NO. 500-09-008A

EXHIBIT A

SKETCH



SCALE: NTS



| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 100.00 | EAST |
| L2 | 2.00 | S00°15'55"W |
| L3 | 100.00 | WEST |
| L4 | 2.00 | N00°15'55"E |

NEW RIGHT-OF-WAY/PUBLIC UTILITY ESMT. AREA = 200.00 S.F.

City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.

Date: 01/08

Preparing Firm: **RITICH-POWELL & ASSOCIATES, INC.**
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 9/30/2009



PARCEL NO. 500-09-008A

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION - NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT

COMMENCING AT CITY OF AVONDALE BRASS CAP IN HAND HOLE LOCATED AT THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN;

THENCE WEST ALONG THE NORTH SECTION LINE AND MONUMENT LINE OF VAN BUREN STREET, A DISTANCE OF 1074.23 FEET TO A POINT;

THENCE S00°24'25"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF VAN BUREN STREET;

THENCE EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 374.15 FEET TO A POINT ON THE WEST PROPERTY LINE ALSO BEING THE NORTHWEST CORNER OF PARCEL 500-09-008A AS RECORDED, NUMBER 061240770 M.C.R., SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE CONTINUING EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO A POINT ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL;

THENCE S00°15'55"W ALONG THE EAST PROPERTY LINE A DISTANCE OF 2.00 FEET TO A POINT;

THENCE WEST A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL;

THENCE N00°15'55"E ALONG THE WEST PROPERTY LINE OF SAID PARCEL, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING** AND THE END OF THIS DESCRIPTION.

SAID NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT CONTAINS 200.00 SQUARE FEET, MORE OR LESS.

City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.

Date: 01/08

Preparing Firm: **RITTOCH-POWELL & ASSOCIATES, INC.**
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 9/30/2009

EXHIBIT E
TO
ORDINANCE NO. 1329-1008

[Legal description and map of acquisition portion of APN 500-09-008B]

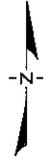
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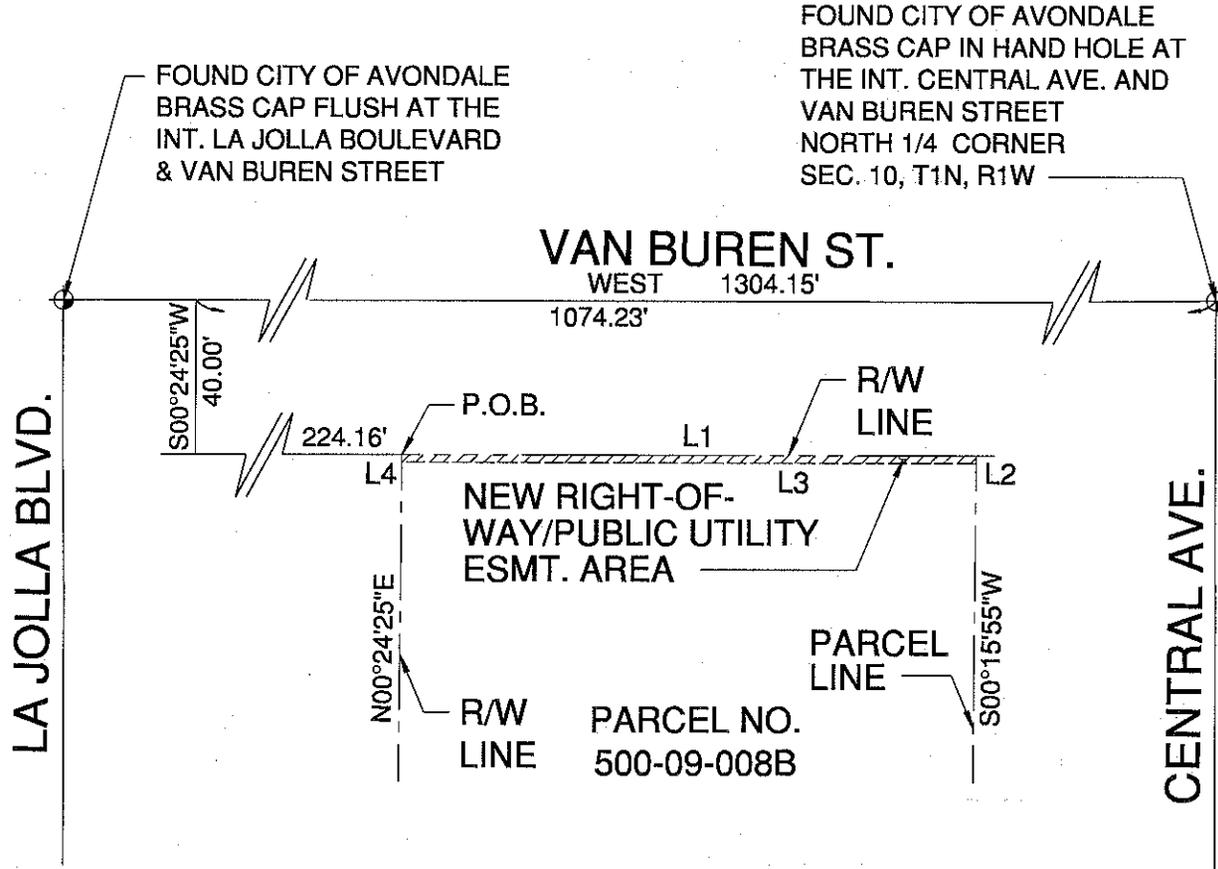
PARCEL NO. 500-09-008B

EXHIBIT A

SKETCH



SCALE: NTS

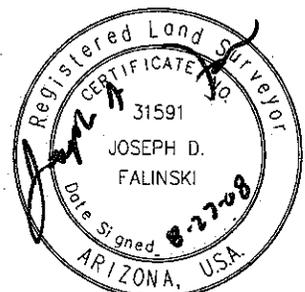


NEW RIGHT-OF-WAY/PUBLIC UTILITY ESMT. AREA = 299.98 S.F.

City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.

Date: 01/08

Preparing Firm: **RITTOCH-POWELL & ASSOCIATES, INC.**
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 9/30/2009



PARCEL NO. 500-09-008B

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION - NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT

COMMENCING AT CITY OF AVONDALE BRASS CAP IN HAND HOLE LOCATED AT THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN;

THENCE WEST ALONG THE NORTH SECTION LINE AND MONUMENT LINE OF VAN BUREN STREET, A DISTANCE OF 1074.23 FEET TO A POINT;

THENCE S00°24'25"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF VAN BUREN STREET;

THENCE EAST ON SAID SOUTH RIGHT OF WAY OF VAN BUREN STREET A DISTANCE OF 224.16 FEET TO A POINT ALSO BEING THE NORTHWEST CORNER OF PARCEL 500-09-008B AS RECORDED, NUMBER 19950080635 M.C.R., SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE CONTINUING EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 149.99 FEET TO A POINT, ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL;

THENCE S00°15'55"W ALONG THE EAST PROPERTY LINE OF SAID PARCEL A DISTANCE OF 2.00 FEET TO A POINT;

THENCE WEST A DISTANCE OF 149.99 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL;

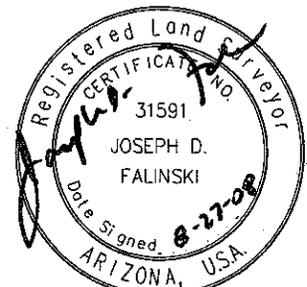
THENCE N00°24'25"E ALONG THE WEST PROPERTY LINE OF SAID SECTION 10, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING** AND THE END OF THIS DESCRIPTION.

SAID NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT CONTAINS 299.98 SQUARE FEET, MORE OR LESS.

City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.

Date: 01/08

Preparing Firm: RITICH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



Expires 9/30/2009

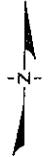
EXHIBIT F
TO
ORDINANCE NO. 1329-1008

[Legal description and map of acquisition portion of APN 500-09-007]

See following pages.



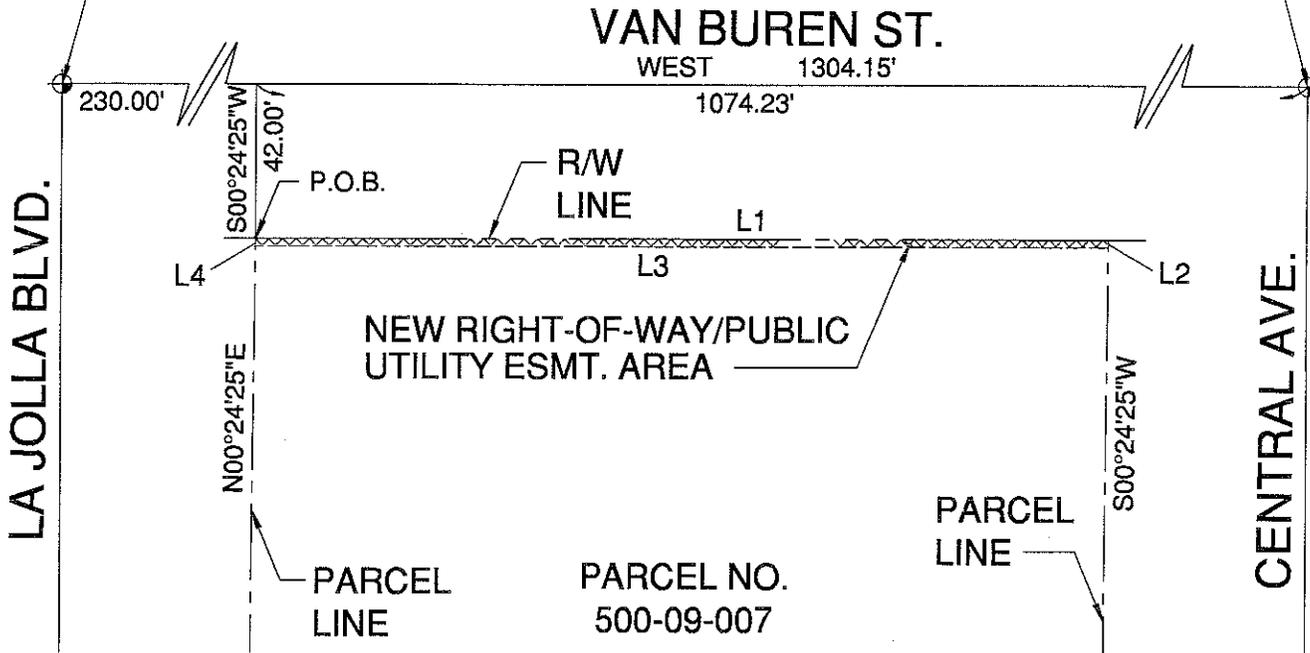
PARCEL NO. 500-09-007 EXHIBIT A SKETCH



SCALE: NTS

FOUND CITY OF AVONDALE
BRASS CAP FLUSH AT THE
INT. LA JOLLA BOULEVARD
& VAN BUREN STREET

FOUND CITY OF AVONDALE
BRASS CAP IN HAND HOLE AT
THE INT. CENTRAL AVE. AND
VAN BUREN STREET
NORTH 1/4 CORNER
SEC. 10, T1N, R1W



| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 224.16 | EAST |
| L2 | 2.00 | S00°24'25"W |
| L3 | 224.16 | WEST |
| L4 | 2.00 | N00°24'25"E |

NEW RIGHT-OF-WAY/PUBLIC UTILITY ESMT. AREA = 448.32 S.F.

City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.

Date: 01/08

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286





PARCEL NO. 500-09-007
EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION - NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT

COMMENCING AT CITY OF AVONDALE BRASS CAP IN HAND HOLE LOCATED AT THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN;

THENCE WEST ALONG THE NORTH SECTION LINE AND MONUMENT LINE OF VAN BUREN STREET, A DISTANCE OF 1074.23 FEET TO A POINT;

THENCE S00°24'24"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VAN BUREN STREET, ALSO BEING THE NORTHWEST CORNER OF PARCEL 500-09-007 AS RECORDED, NUMBER 19840391123 M.C.R., SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 224.16 FEET TO A POINT ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL;

THENCE S00°24'25"W ALONG SAID EAST LINE A DISTANCE OF 2.00 FEET TO A POINT;

THENCE WEST A DISTANCE OF 224.16 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL;

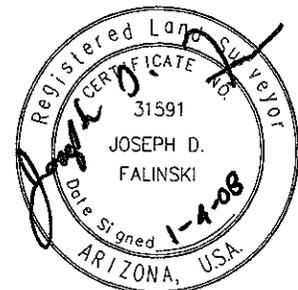
THENCE N00°24'25"E ALONG THE WEST PROPERTY LINE OF SAID PARCEL, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING** AND THE END OF THIS DESCRIPTION.

SAID NEW RIGHT-OF-WAY/PUBLIC UTILITY EASEMENT CONTAINS 448.32 SQUARE FEET, MORE OR LESS.

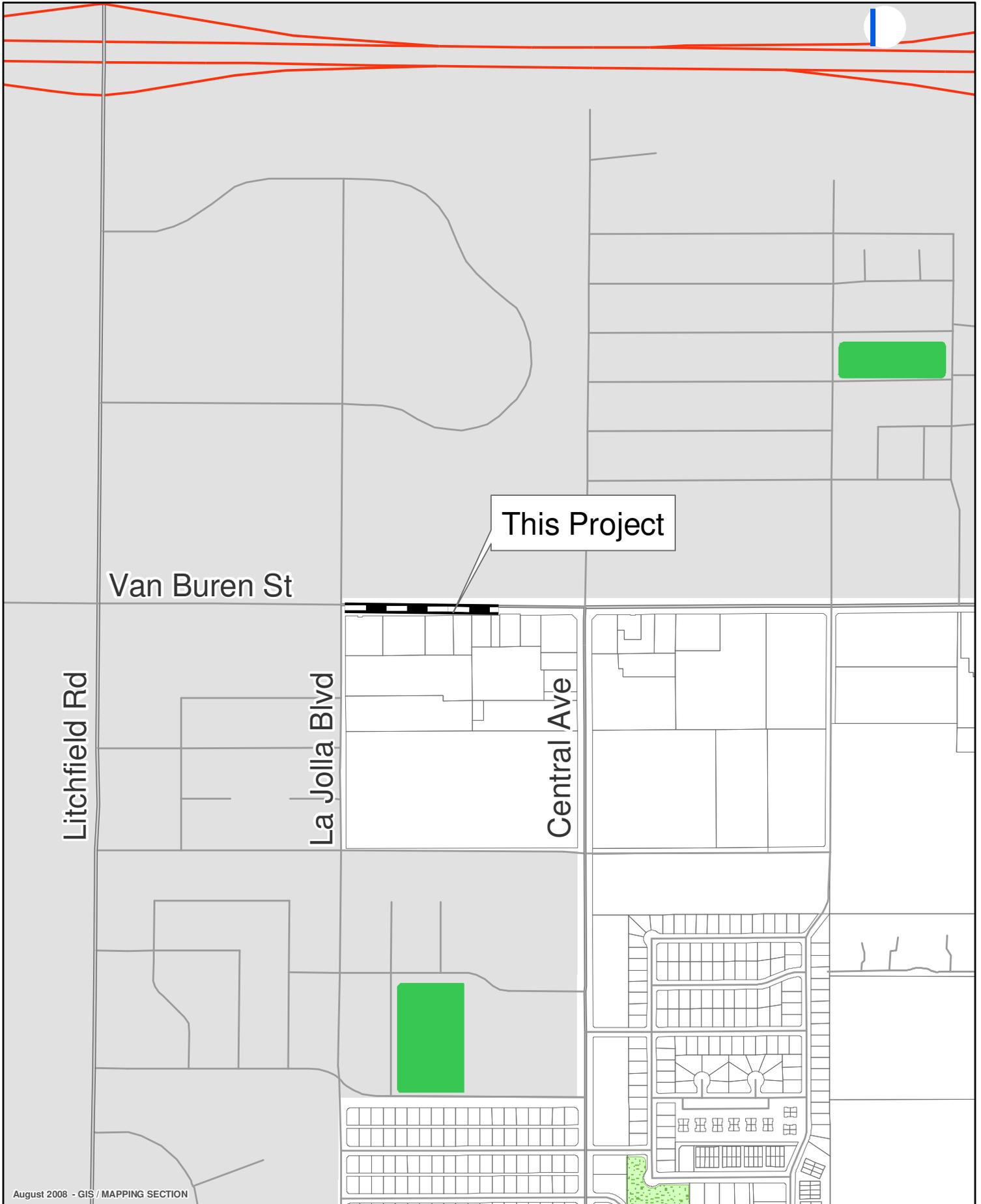
City of Avondale
Van Buren Sidewalks - La Jolla Blvd. to Central Ave.

Date: 01/08

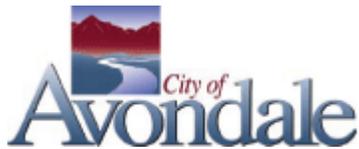
Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.
3800 N. Central Ave., Suite 605
Phoenix, AZ 85012
Ph: 602-263-1177
Fax: 602-277-6286



VICINITY MAP



August 2008 - GIS / MAPPING SECTION



CITY COUNCIL REPORT

SUBJECT:
Agreement with Care 1st Health Plan Arizona for
Sponsorship of the Avondale Resource Center

MEETING DATE:
October 6, 2008

TO: Mayor and Council
FROM: Gina Montes, Neighborhood and Family Services Director (623)333-2727
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an agreement with Care 1st Health Plan Arizona for sponsorship of the resource and housing center.

BACKGROUND:

In July, the City Council authorized staff to proceed with negotiations for Care1st Health Plan Arizona to fund a resource center in Avondale. Since, then, Care 1st has agreed to a budget and has received approval from their Board of Directors and the Arizona Health Care Cost Containment System (AHCCCS). The former Old Town Library building would be utilized for this purpose. With relatively minor renovations the former Library building can be made into a center to provide convenient, comprehensive human and housing services to the residents of Avondale. The current Annex would be converted into a community meeting room which could be used by City staff and local agencies and organizations providing services in the center. This meeting room would be scheduled and secured by resource center staff.

With funding provided by Care1st, Avondale staff would identify needed human and housing services and recruit agencies which currently provide these services in other parts of the Valley. Use of the building in this way will complement revitalization efforts in the Old Town area and has the potential for attracting other funding sources. All housing services provided by the City will be provided out of this facility, including the Homebuyer Assistance Program, Emergency Home Repair and Housing Rehabilitation. Housing counseling and information on foreclosed properties will also be available.

DISCUSSION:

The center would be managed by staff from the Neighborhood and Family Services Department. The resource center would begin as a two year pilot after which time the decision will be made jointly between Care1st and the City of Avondale to continue or end the center.

Following is the division of responsibilities for the center which is included in the agreement with Care1st:

The City of Avondale will provide the following:

1. Use of the former Old Town Library building on Western Avenue.
2. Use of the furniture currently in the building that will not be used in the new Library.
3. Identification and recruitment of human service and housing service providers to be located in the Resource Center.
4. Management of the Resource Center facility and staff.
5. Day to day oversight of Care1st support staff assigned to the Resource Center.

6. Fiscal oversight of the Resource Center.

Funding from Care1st will allow City staff to:

1. Make minor improvements to the building including paint, carpeting, air conditioning repairs, and network infrastructure.
2. Equip the building with City owned phones, copier, staff computers, public computers, audio-visual equipment, and furniture for a community meeting room.
3. Hire a Resource Center Coordinator, who will be a City employee, who will be supervised by the City's Social Services Manager. This position will be responsible for the day to day operation of the Center and client information and referral services.
4. Janitorial services and supplies.
5. Facility and grounds maintenance including upkeep of the interior garden.
6. General office supplies, meeting supplies, postage, printing, risk management, repair and maintenance of equipment, IT replacement charges, and utilities.

Care1st will directly provide:

1. Annual operating costs for the Resource Center for the two year period specified in the agreement.
2. Two support staff, who will be Care1st employees, who will serve in a reception/clerical capacity and who will be supervised by the City of Avondale's Resource Center Coordinator.
3. Cubicles including installation and maintenance.

Joint City of Avondale and Care1st Responsibilities:

1. Work together to develop a comprehensive marketing plan to create awareness of residents in the Southwest Valley of the services provided in the Resource Center.
2. Work together to develop an evaluation plan which will provide both Care1st and the City with accurate, timely, and comprehensive evaluation data.

At the end of the two year agreement period:

1. Care1st may choose to withdraw from the venture and take any equipment/furniture that they have directly purchased.
2. The City may choose to withdraw from the venture.
3. The agreement may be extended.

Care1st will provide \$150,000 for start-up costs and a minimum of \$130,000 per year for each of the two years of the initial agreement. The initial building renovation costs include: new carpeting, interior paint, computer hardware, air conditioning maintenance, exterior signage, and improvements to the interior garden. The annual operating costs include staffing, janitorial services, security guard services, office supplies, marketing, risk management, equipment repair and maintenance, utility costs, and grounds maintenance.

BUDGETARY IMPACT:

No additional General Purpose Funds will be required to open and operate this facility. The facility will be cost neutral to the City.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Care 1st Health Plan Arizona for sponsorship of the resource and housing center.

ATTACHMENTS:

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📄 [Agreement](#)

**FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARE 1ST HEALTH PLAN ARIZONA, INC.**

THIS FINANCIAL ASSISTANCE AGREEMENT (this "Agreement") is made as of October 6, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Care 1st Health Plan Arizona, Inc., an Arizona corporation (the "Provider"). The City and Provider are also referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. Provider is a health plan provider that offers healthcare related support and services to eligible members enrolled in programs such as KidsCare, Arizona Health Care Cost Containment System ("AHCCCS") and Arizona's Division of Developmental Disabilities ("DDD").

B. Provider desires to promote and provide information regarding its services to residents in the southwestern valley region.

C. The City desires to establish a resource center to provide convenient and comprehensive human and housing services (the "Services") to residents of the southwestern valley region (the "Resource Center") in the building that formerly housed the Old Town Library, located at 328 West Western Avenue, Avondale, Arizona (the "Facility").

D. Provider desires to provide funding to the City so that the City can establish and operate the Resource Center, as well as improve and maintain the Facility to accommodate the Resource Center.

E. The Parties desire to enter into this Agreement to set forth their respective rights and obligations with respect to the implementation and operation of the Resource Center.

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 Parties hereby agree as follows:

1. City's Obligations.

a. Facility Use. The City will provide the Facility which will be improved for use as the Resource Center.

b. Facility Name. The City will name the Resource Center the “Care1st Avondale Resource Center and Southwest Regional Housing Center.”

c. Service Providers at Resource Center. The City will identify, recruit and contract with agencies and organizations that provide human and housing services to operate out of the Resource Center.

d. Resource Center Coordinator. The City will hire a Resource Center Coordinator who will manage the day-to-day operations of the Resource Center, oversee the Resource Center’s staff and serve as a liaison for the service providers and clients.

e. Facility Improvements and Operations. The City will facilitate the Facility improvements and arrange for the services that will be paid for by Provider.

2. Provider’s Obligations.

a. Funding for Facility Improvements/Renovation. Provider shall provide funding to the City in the amount of \$150,000.00 to enable the City to improve the Facility and establish the Resource Center as set forth in the Payment Schedule, attached hereto as Exhibit A and incorporated herein by reference. Specifically, Provider will provide funding for information technology equipment, building improvements, signage, and furniture.

b. Funding for Operations. Provider shall provide funding to the City in the amount of \$268,473.00 to enable the City to maintain and operate the Resource Center as set forth in Exhibit A. Specifically, Provider shall pay for the salary of the Resource Center Coordinator, and provide funding for janitorial services and supplies, security guard services, office supplies, marketing, utilities, and grounds/garden maintenance.

c. Support Staff Members. Provider shall provide two support staff members who will work under the supervision of the Resource Center Coordinator.

d. Payment. Provider shall provide the above-mentioned funding to the City in accordance with the Payment Schedule as set forth in Exhibit A.

3. Joint Obligations of the City and Provider.

a. Marketing Plan. The City and Provider will jointly develop a marketing plan to promote the Services provided in the Resource Center to residents in the southwestern valley region.

b. Evaluation Plan. The City and Provider will jointly develop an evaluation plan that will provide both the City and Provider with accurate, timely, and comprehensive evaluation data.

4. 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 31, 2010. The Parties may

renew this Agreement for successive additional time periods upon expiration of the initial term by written amendment.

5. Termination.

5.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause 90 days after receipt by Provider of written notice by the City.

5.2 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 Provider to the City for the undisputed portion of its payment due as of the termination date.

6. Compliance with Applicable Policies. All Resource Center staff members shall at all times comply with all policies of the City in effect at the time of the execution of the Agreement or as adopted from time to time by the City. All Resource Center staff members shall at all times comply with all policies and procedures of the Resource Center, including all policies related to safeguarding confidential client information. The Parties also agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.

7. Relationship and Workers' Compensation. Except as otherwise provided by law, in the performance of duties and activities under this Agreement, all parties hereto will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Each Party shall maintain adequate workers' compensation insurance as required by law. To the extent that an employee of one Party performs duties on behalf of the other Party, such employee shall be deemed to be an "employee" of both Parties while performing pursuant to this Agreement solely for purposes of Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue.

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

9. Miscellaneous.

a. Cancellation for Conflict of Interest. To the extent applicable by provisions of law, the Parties hereto acknowledge that this Agreement is subject to cancellation

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 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.

f. Governing Law; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to its conflict of law provisions. Should a claim be brought by either Party to enforce or to recover on any of the terms and conditions contained in this Agreement, the substantially prevailing Party therein shall be entitled to reasonable attorneys' fee and costs.

g. 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.

h. Records and Audit Rights. Provider's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Provider employee who works on the Agreement to ensure that the Provider is complying with the warranty under subsection i. below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit evaluation of the Provider's compliance with the Arizona employer sanctions laws referenced in subsection i. below. To the extent necessary for the City to audit Records as set forth in this subsection, Provider hereby waives any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by Provider to the City pursuant to this Agreement. The City shall have access, during normal working hours, to all necessary Provider facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this subsection. The City shall give Provider reasonable advance notice of intended audits. Provider shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

i. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Provider and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify

requirements under ARIZ. REV. STAT. § 23-214(A). Provider's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

j. Scrutinized Business Operations. Pursuant to Arizona Revised Statutes, Title 35, Articles 7 through 9, the Provider certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in LAWS 2008 CH. 1 or LAWS 2008 CH. 295, as applicable. If the City determines that the Provider submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 5.2 above.

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

"City"

"Care1st"

CITY OF AVONDALE, an Arizona
municipal corporation

CARE 1ST HEALTH PLAN ARIZONA,
INC., an Arizona corporation

Charles P. McClendon, City Manager

By: _____

ATTEST:

Name: _____

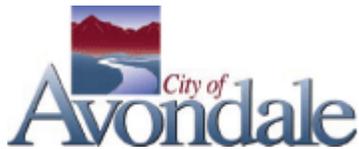
Carmen Martinez, City Clerk

Title: _____

EXHIBIT A
TO
FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARE 1ST HEALTH PLAN ARIZONA, INC.

[Payment Schedule]

| Item | Amount | Due Date |
|---|--------------|---|
| Funding for Facility Improvements/Renovation | \$150,000.00 | Upon execution of Agreement |
| Funding for Operations (January 2009 to December 2009) | \$130,229.00 | Half due January 1, 2009 Remaining half due June 1, 2009 |
| Funding for Operations (January 2010 to December 2010) | \$138,244.00 | Half due January 1, 2010 Remaining half due June 1, 2010 |
| TOTAL AMOUNT DUE: | | |
| | \$418,473.00 | |



CITY COUNCIL REPORT

SUBJECT:

Economic Development Agreement with Gunbo, LLC for the Development of Two Hyatt Hotels

MEETING DATE:

October 6, 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 an Economic Development Agreement (EDA), with Gunbo, LLC, to facilitate the development of two hotels - Hyatt Summerfield Suites and Hyatt Place, at the southwest corner of 103rd Avenue and McDowell Road on Interstate 10.

BACKGROUND:

On August 18, 2008, City Council adopted a notice of intent to enter into a development tax incentive agreement, pursuant to Arizona Revised Statutes § 9-500.11. For the last 2 years, staff has been working with Mr. Gunbo Park, Owner of Gunbo, LLC and Parkland Development, regarding the development of their mixed-use project called Park 10 located between 103rd and 107th Avenues and McDowell Road and Interstate 10.

Mr. Park has secured two Hyatt brand hotels for the development of a 127-room Hyatt Place and a 123-room Hyatt Summerfield Suites to service the hospitality needs of the Southwest Valley. This would be a combined total of 170,000 square feet of hotel space in two 4 and 6 story buildings facing Interstate 10 on the west side of 103rd Avenue, just south of McDowell Road. The development will include approximately 250 guest rooms, two pools, 2,000 sf of conference and meeting facilities, two fitness centers, state of the art high speed internet service, food service and other quality business and visitor amenities.

Construction on the first hotel, the Hyatt Summerfield Suites, would begin within 12 months of this agreement and be open no later than December 2010, and the second hotel will follow and be open by December 2011. The EDA allows for a waiver of the building permit fees, a rebate of the unrestricted portion of the construction sales tax up to an amount not to exceed \$200,000, plus a rebate of the 2% transient lodging tax for a minimum period of six years. If in the 6th year sales reach \$10 million for the hotels, a 7th year of the 2% transient lodging tax will also be rebated to Gunbo, LLC.

BUDGETARY IMPACT:

This rebate 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. This use is consistent with the City Council's goal of business attraction, community investment and the creation of additional employment opportunities and community amenities to Avondale.

RECOMMENDATION:

Staff recommends that the City Council approve an Economic Development Agreement with Gunbo, LLC to facilitate the development of two hotels -Hyatt Summerfield Suites and Hyatt Place, at the southwest corner of 103rd Avenue and McDowell Road on Interstate 10.

ATTACHMENTS:

Click to download

 [EDA](#)

 [Hyatt Hotels Vicinity Map](#)

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GUNBO, LLC**

THIS ECONOMIC DEVELOPMENT AGREEMENT (this “Agreement”) is made October 6, 2008 (the “Effective Date”), by and between the City of Avondale, an Arizona municipal corporation (the “City”) and Gunbo LLC, an Arizona limited liability company d/b/a Parkland Development (the “Hyatt Developer”).

RECITALS

A. Hyatt Developer desires to construct and operate two Hyatt hotels, a Hyatt Place and a Summerfield Suites (the “Hyatt Hotels”), including all related on-site and offsite infrastructure (construction and operation of the hotels and infrastructure is referred to herein as the “Project”), on real property generally located near the southwest corner of McDowell Road and 103rd Avenue in Avondale, Arizona, which property is described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Property”). Hyatt Developer has specifically committed to the City that, and the City’s willingness to enter into this Agreement is specifically contingent upon Hyatt Developer’s assertion that, (i) at least the first Hyatt Hotel to be built shall include conference facilities and on-site food service and (ii) both Hyatt Hotels shall include high-speed internet services and other amenities typically offered by business hotels (the “Amenities”).

B. The City desires that Hyatt Developer construct and develop, or cause to be constructed and developed, the Hyatt Hotels on the Property to (i) create new transient lodging tax collections in the City, (ii) increase the value of the Property for property tax purposes, (iii) enhance the City’s freeway presence, (iv) create significant new opportunities for employment in Avondale and (v) enhance retail transaction (sales) tax collections in the City. The City has determined, based upon analysis by its economic development staff, that the Hyatt Hotels would not locate on the Property in the absence of this Agreement.

C. On August 18, 2008, the Council of the City of Avondale (the “City Council”) adopted that certain document entitled “Notice of Intent to Enter Into a Retail Development Tax Incentive Agreement and Findings of Fact” (the “Notice of Intent”), attached hereto as Exhibit B and incorporated herein by reference. Included within the Notice of Intent were findings showing (i) that the Project is anticipated to raise more revenue than the amount of the incentives set forth below within the duration of this Agreement and (ii) that, in the absence of the tax incentives proposed in this Agreement, the Hyatt Hotels would not locate within the corporate boundaries of the City of Avondale at the same time or place (collectively, the “Findings”). Clause (1) above, as included in the Findings, was independently verified on August 13, 2008, by an outside consultant, ESI Corporation (the “Verification”), as set forth in Exhibit C, attached hereto and incorporated herein by reference. Developer hereby agrees and affirms that it (i) did not finance, or cause to be financed, the Verification, (ii) did not have input into the selection of ESI Corporation for the purposes of such Verification and (iii) would not have located the Hyatt Hotels in Avondale in the same manner in the absence of the tax incentives set forth in this Agreement.

D. The City Council accepted the Findings on August 18, 2008, by a unanimous affirmative vote.

E. The City collects transaction privilege taxes (levied pursuant to the City Tax Code) for taxable construction activities (“Construction Sales Taxes”) related to the Project. One percent of the City’s 2.5% rate for Construction Sales Taxes is restricted for funding public safety, water, sewer and streets (the “Restricted Construction Sales Tax Portion”). The Construction Sales Taxes minus the Restricted Construction Sales Tax Portion are referred to herein as the “Unrestricted Construction Sales Taxes.” The City also collects transaction privilege taxes (levied pursuant to the Section 13A-477 of City Tax Code, or any successor provision) for taxable transient lodging activities (the “Lodging Taxes”).

F. The City Council is empowered, pursuant to ARIZ. REV. STAT. § 9-500.11, to appropriate public funds to further employment opportunities and economic enhancement of the City. Accordingly, the City Council has determined that it is in the best interests of the citizens of Avondale to (i) rebate a portion of the Unrestricted Construction Sales Taxes generated and collected for the Hyatt Hotels, (ii) waive the building permit fees associated with construction of the Hyatt Hotels, (iii) rebate the Lodging Taxes generated by the Hyatt Hotels for a period of time after opening and (iv) reimburse a portion of the costs associated with plan review, to provide opportunities for enhanced economic welfare and new job creation in Avondale.

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 is hereby acknowledged, the City and the Hyatt Developer hereby agree as follows:

1. Hyatt Developer Obligations.

a. Hyatt Developer Improvements. Hyatt Developer shall design and construct, according to City standards, (i) the roadway improvements and the on-site parking and driveway improvements as depicted on the site plan dated September 3, 2008, prepared by Leo A. Daly Company (the “Initial Site Plan”), attached hereto as Exhibit D and incorporated herein by reference and (ii) the Hyatt Hotel buildings on the Property in accordance with the architectural elevations submitted to the City on September 3, 2008, prepared by Leo A. Daly Company (the “Initial Architectural Plan”), attached hereto as Exhibit E and incorporated herein by reference (the “Initial Site Plan” and the Initial Architectural Plan are collectively referred to herein as the “Initial Site Plan Documents”). Hyatt Developer agrees and understands that the Abated Fees (as defined below) and the payment of the Construction Tax Rebate and the Lodging Tax Rebate (all as defined below) are specifically conditioned upon its development of the Hyatt Hotels on the Property in accordance with the Initial Site Plan Documents. Notwithstanding the foregoing, Hyatt Developer may amend or otherwise modify the Initial Site Plan Documents so long as such amendments or modifications are (i) in accordance with the City’s customary policies and procedures for such amendments or modifications and (ii) consistent with the intent of this Agreement, as determined by the City in its reasonable discretion. The Construction Tax Rebate and the Lodging Tax Rebate are collectively referred to herein as the “Rebates.”

b. Business Construction and Operation. Hyatt Developer, its successors or assigns, shall develop the Property and operate or cause to be operated the Hyatt Hotels thereon consistent with the Initial Site Plan Documents and all City regulations, for a period of at least 15 years from the Second Opening Date, as defined in this subsection (the “Operating Period”). Hyatt Developer agrees and understands that the City’s obligations to pay the Rebates and to cause the Abated Fees (as defined below) are specifically conditioned upon the construction and operation of the Hyatt Hotels in the location(s) shown on the Initial Site Plan Documents and in the form shown on the Initial Architectural Plan. Hyatt Developer shall begin construction of the first of the Hyatt Hotels within 12 months of the Effective Date and shall complete construction of and open the first Hyatt Hotel at the location shown on the Site Plan Documents for business not later than December 1, 2010 (the date of such construction completion and opening is referred to herein as the “First Opening Date”) and the second Hyatt Hotel not later than December 1, 2011 (the “Second Opening Date”). After construction is completed and each Hyatt Hotel is opened for business on the Property, Hyatt Developer, its successors or assigns shall (i) continuously operate, or cause to be operated, each such Hyatt Hotel on the Property during the Operating Period and (ii) during the entire term of this Agreement, maintain such Hyatt Hotels on the Property, subject to the force majeure provisions set forth in subsection 1(c) and substitution provisions set forth in subsection 1(d) below. The Hyatt Developer improvements obligations set forth in subsection 1(a) above and the business construction and operation obligations set forth in this subsection 1(b) are collectively referred to herein as the “Developer Obligations.”

c. Force Majeure Events. In the event that either of the Hyatt Hotels is damaged by a force majeure event, and such damage renders more than 1/3 of the guest rooms of such hotel unusable, the time periods for completing the Developer Obligations shall be tolled until such time as the damaged hotel may be repaired and returned to operating condition wherein not more than 1/3 of the guest rooms are unusable; provided, however, that the time periods shall only be tolled in the event that the Hyatt Developer immediately commences repairs and diligently pursues to completion such repairs; provided further, however, that no such repair/tolling period shall extend beyond 120 days after the last date of a force majeure event. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fire, floods, lockouts, injunctions and other similar occurrences beyond the control of the Hyatt Developer which Hyatt Developer is unable to prevent by exercising reasonable diligence. The force majeure event shall be deemed to commence when the Hyatt Developer notifies the City, in accordance with Section 9 below, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the Hyatt Developer from resuming performance in accordance with this Agreement. If Hyatt Developer declares a force majeure event, the Operating Period shall be extended for a period equal to the length of any such force majeure event and the corresponding repair period.

d. Substitution. If, at any time during the Operating Period, either Hyatt Hotel ceases operation (such date is referred to herein as a “Cessation Date”) for any reason other than a force majeure event, Hyatt Developer, its successors and assigns, shall (i) immediately notify the City of such discontinued operation, (ii) immediately commence securing a replacement hotel providing services of an equal or greater quality (such quality to be determined by the City in its sole discretion) than the Hyatt Hotel, including the Amenities (each, a “Replacement Hotel”), and shall

secure such Replacement Hotel and such Replacement Hotel operator shall open the Replacement Hotel (either under the Hyatt name or under the name of another hotel chain acceptable to the City) for business within 90 days from the Cessation Date.

2. City Obligations.

a. Construction Sales Tax Rebate. The City shall, as set forth in this Section 2, rebate, in an aggregate amount not to exceed \$200,000, the Unrestricted Construction Sales Taxes generated and paid as a result of taxable construction activities relating to construction of the Project (the “Construction Tax Rebate”). Subject to the aggregate cap set forth in this subsection 2(a) and the liquidated damages provisions set forth in Section 8 below, if Hyatt Developer, its successors or assigns, constructs the Hyatt Hotels according to the schedule set forth in subsection 1(b) above, the City hereby agrees to rebate to Hyatt Developer an amount equal to the Unrestricted Construction Sales Taxes attributable to the Property and paid to the City by Hyatt Developer or any person, firm or entity providing construction contracting activities for construction of the Project (each a “Constructing Party”). The Construction Tax Rebate shall be payable as set forth in Section 4 below.

b. Transient Lodging Tax Rebate. The City shall collect all Lodging Taxes remitted by the Hyatt Hotels operating on the Property according to applicable law. Subject to the limitations on time and amount set forth in this subsection 2(b) and the liquidated damages provisions set forth in Section 8 below, as an inducement to Hyatt Developer, its successors or assigns, to continue operating the Hyatt Hotels on the Property for a period of at least 15 years, the City hereby agrees to rebate the Lodging Taxes generated by sales at the Hyatt Hotels on the Property and paid to the City. Commencing upon the Second Opening Date and continuing for a period of six years thereafter (the day ending such six-year period being designated as the “Initial Lodging Rebate Termination Date”), unless terminated earlier as set forth below in this subsection 2(b), the City shall rebate to Hyatt Developer 2.0% of the annual net taxable transient lodging sales generated by Hyatt Developer at the Hyatt Hotels on the Property (the “Initial Lodging Tax Rebate”). If, during the 12-month period immediately preceding the Initial Lodging Rebate Termination Date, Hyatt Developer has generated annual net taxable transient lodging sales in excess of \$10,000,000 collectively from both Hyatt Hotels on the Property, the City shall extend the Initial Lodging Tax Rebate for an additional 12 months (the “Extended Lodging Tax Rebate”), beginning on the Initial Lodging Rebate Termination Date and ending on the date that is 12 months later (the “Extended Lodging Rebate Termination Date”). The Initial Lodging Tax Rebate and the Extended Lodging Tax Rebate (if any) are collectively referred to as the “Lodging Tax Rebate.” The Lodging Tax Rebate shall be payable in annual installments set forth in Section 4 below. The City’s obligation to pay the Lodging Tax Rebate payments to Hyatt Developer pursuant to this subsection 2(b) will automatically cease and the City will have no further obligation to Hyatt Developer pursuant to this Agreement upon the Initial Lodging Rebate Termination Date or the Extended Lodging Rebate Termination Date, if applicable, the occurrence of which is referred to herein as the “Lodging Tax Rebate Termination.”

c. Abated Building Permit Fees. Hyatt Developer shall not be required to pay the building permit fees associated with the construction of the Hyatt Hotels and charged according to the Avondale City Code. Subject to the liquidated damages provisions set forth in Section 8 below, the City shall cause the building permit fees associated with the construction of the Hyatt

Hotels and levied according to the Avondale City Code to be abated or paid from other sources, at the City's sole discretion (the "Abated Fees"). Hyatt Developer agrees and acknowledges that the Abated Fees do not include (i) any development impact fees assessed by the City pursuant to ARIZ. REV. STAT. § 9-463.05, as may be amended from time to time and (ii) plan check fees charged by the City for the Hyatt Hotels.

d. Reimbursed Plan Check Fees. Subject to the liquidated damages provisions set forth in Section 8 below, the City shall reimburse the Hyatt Developer for all plan check fees paid by the Hyatt Developer to the City for the Project (the "Reimbursed Fees"); provided, however, that in no event shall the Reimbursed Fees exceed \$35,000.

3. Term. This Agreement shall be effective upon the Effective Date and shall remain in full force and effect until the date that is 20 years thereafter unless sooner terminated pursuant to Section 7 below. The Rebate shall become effective on the Second Opening Date and shall remain in full force and effect until the Lodging Tax Rebate Termination, unless terminated sooner pursuant to Section 7 below.

4. Payment Method. The Construction Tax Rebate, Lodging Tax Rebate and the Reimbursed Fees shall be paid as set forth below; provided, however, that it shall be a condition prior to any such payment that the Developer shall, not later than five business days prior to the due date for each payment, provide the City with proof that it is registered with and is participating in the E-Verify Program.

a. Construction Tax Rebate. The Construction Tax Rebate shall be paid to Hyatt Developer within 45 days after (i) all Construction Sales Taxes due from any Constructing Party are paid in full to the City and (ii) both the Hyatt Hotels (A) have received a certificate of occupancy from the City and (B) are lawfully open to the general public; provided, however, that the Construction Tax Rebate shall begin to accrue for the benefit of the Hyatt Developer upon the City's receipt of any Construction Sales Tax due from any Constructing Party for subsequent disbursement to the Hyatt Developer as described in this subsection 4(a).

b. Lodging Tax Rebate. The first annual payment required by subsection 2(b) above shall be paid no later than 60 days after the end of the calendar year following the Second Opening Date; provided, however, that the Lodging Tax Rebate shall begin to accrue for the benefit of the Hyatt Developer upon the City's receipt of any Lodging Taxes generated by taxable activities occurring on the Property after the Second Opening Date for subsequent disbursement to the Hyatt Developer as described in this subsection 4(b). Subsequent annual payments will be made no later than 60 days after the end of each succeeding calendar year. Notwithstanding the termination of the City's obligation to make the Lodging Tax Rebates, the City shall remain obligated to pay, upon the next occurring annual payment date, any amounts due to Hyatt Developer that accrued prior to such termination. Each annual payment will be mailed to Hyatt Developer at the address set forth in Section 9 below, or as otherwise agreed to by Hyatt Developer and the City.

c. Reimbursed Plan Checking Fees. The Reimbursed Fees shall be paid to the Hyatt Developer within 45 days after the First Opening Date.

5. Waiver of Confidentiality. Hyatt Developer hereby waives, for the term of this Agreement, any rights it may have to keep confidential any records indicating the amount of sales generated by the Hyatt Hotels on the Property; provided, however, that such waiver shall only be for the purposes of calculating the economic incentives contemplated by this Agreement by determining taxes owed and collected by Hyatt Developer and the amount of the Rebate due to Hyatt Developer. Hyatt Developer further agrees to (a) take all steps necessary and to execute any required documents to permit the City's authorized representative to examine any such records and (b) require, as part of any contract or agreement between Hyatt Developer and any person, firm or entity completing the construction of any portion of the Hyatt Hotels (a "Constructing Party"), that such Constructing Party agree to waive, for the term of this Agreement, any rights it may have to keep confidential any records indicating the amount of taxable construction activity relating to the Hyatt Hotels.

6. Rebates Not a Debt. The City's obligations pursuant to the provisions of this Agreement that require the expenditure of funds do not constitute a general obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction, and do not obligate the City to make any expenditure from proceeds of ad valorem taxes or obligations to which any general taxing authority is pledged unless the expenditure has been duly budgeted, if and to the extent required by law, and is within all budget and expenditure limitations of, and is not in conflict with, the Constitution or laws of the State of Arizona. Notwithstanding the foregoing, nothing set forth in this Section 6 shall relieve the City of its obligation to pay the Rebates to Developer. Further, the City's failure to annually appropriate any amounts necessary to meet its obligations under this Agreement shall not relieve it of its duty to make such payments.

7. Default. If the City fails to perform any obligation, including its obligation to pay the Rebate, pursuant to this Agreement, and fails to cure its nonperformance within 30 days after notice of nonperformance is given by Developer ("Cure Period"), the City will be in default. In the event of such City default, the Developer may terminate this Agreement and will have all remedies which are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the City's nonperformance is such that it cannot reasonably be cured within the Cure Period, then the City will have such additional periods of time as may be reasonably necessary under the circumstances, provided the City immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 120 days (such additional periods up to 120 days shall be referred to as an "Extended Cure Period"). If Developer fails to perform any obligation pursuant to this Agreement other than the Developer Obligations set forth in Section 1 above, and Developer fails to cure its nonperformance within the Cure Period or Extended Cure Period, as the case may be, the Developer will be in default. In the event of such Developer default, the City may terminate this Agreement and will have all remedies which are available to it at law or in equity, including, without limitation, the remedy of specific performance. This Section 7 shall not apply to the Verification of Employment Eligibility requirements set forth in Section 10 below.

8. Liquidated Damages. Hyatt Developer understands and acknowledges that if it fails to fulfill the Developer Obligations as set forth in Section 1 above, the City will suffer damages that are difficult to accurately specify and ascertain. Hyatt Developer hereby agrees that, upon its default hereunder, it shall pay the City, as liquidated damages, within 30 days of receipt of the City's written demand therefore, the following amounts: (a) if the Hyatt Developer's failure occurs within five years from the Second Opening Date, 100% of the Rebate paid to Hyatt Developer as of the date of the City's written demand; (b) if the Hyatt Developer's failure occurs more than five years but less than ten years from the Second Opening Date, 75% of the Rebate paid to Hyatt Developer as of the date of the City's written demand; and (c) if the Hyatt Developer's failure occurs more than ten years but less than 15 years from the Second Opening Date, 50% of the Rebate paid to Hyatt Developer as of the date of the City's written demand. Such liquidated damages shall be the sole and exclusive remedy available to the City upon Developer's failure to fulfill its Developer Obligations as set forth in Section 1 above, and shall be payable in immediately available funds of United States currency.

9. 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, Suite 220
Avondale, Arizona 85323-6809
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 Hyatt Developer: Gunbo, LLC/Parkland Development
10320 West McDowell Road, Suite B-2008
Avondale, Arizona 85392
Facsimile: 623-742-9181
Attn: Gun Bo Park, Managing Member

With copy to: Withey Morris, PLC
2525 East Arizona Biltmore Circle, Suite A212
Phoenix, Arizona 85016
Attn: William Lally
Facsimile: 602-212-1787

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.

10. Verification of Employment Eligibility; E-Verify Program. The parties agree that the incentives provided for in this Agreement are economic development incentives as defined in ARIZ. REV. STAT. § 23-214(B)(1) and that this Agreement is subject to the provisions of such statute. Not later than 30 days after the Effective Date, Developer shall register with and participate in the employment verification program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any successors to such program (the "E-Verify Program"). Thereafter, prior to receiving any of the economic incentives contemplated by this Agreement, Developer shall provide proof to the City that Developer is registered with and is participating in the E-Verify Program, as set forth in Section 4 above. If the City determines that the Developer is not complying with the requirements of ARIZ. REV. STAT. § 23-214, the City shall notify Developer by certified mail of the City's determination of noncompliance and the Developer's right to appeal such determination, which appeal process shall be determined by the City in its sole discretion. Upon final determination of Developer's noncompliance Developer shall repay all monies received as an economic incentive under this Agreement to the City within 30 days of such final determination and such repayment shall not be reduced or limited by the payment process described in Section 8 above.

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

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

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

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

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

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

17. Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Hyatt Developer any amounts Hyatt Developer owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Hyatt Developer any amounts Hyatt Developer owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

18. Assignment. This Agreement may be assigned, in whole or in part, by Hyatt Developer only upon the prior, written approval of the City, as evidenced by the City Manager's signature thereon, which approval may not be unreasonably withheld by the City; provided, however, that Hyatt Developer may assign this Agreement without the City's consent, but with not less than 30 days prior, written notice to the City, to (a) any parent, subsidiary or affiliate of Hyatt Developer, (b) any person or entity that acquires all or substantially all of the assets of Hyatt Developer or (c) any lender to Hyatt Developer as collateral security for the obligations of Hyatt Developer under any credit facility or financing arrangement with respect to the Hyatt Hotels.

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

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

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

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

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

23. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

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

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

“Hyatt Developer”

GUNBO, LLC,
an Arizona limited liability company d/b/a
Parkland Development

By: _____
Gun Bo Park, Managing Member

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me _____, 2008, by Gun Bo Park, the Managing Member of GUNBO, LLC, an Arizona limited liability company d/b/a Parkland Development, for and on behalf of the limited liability company.

Notary Public in and for the State of _____

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

**EXHIBIT A
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GUNBO, LLC**

[Property Legal Description and Map]

See following pages.

Legal Description of Property – Park 10 Site

LOTS 3 AND 4, SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PORTION WHICH LIES WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5;

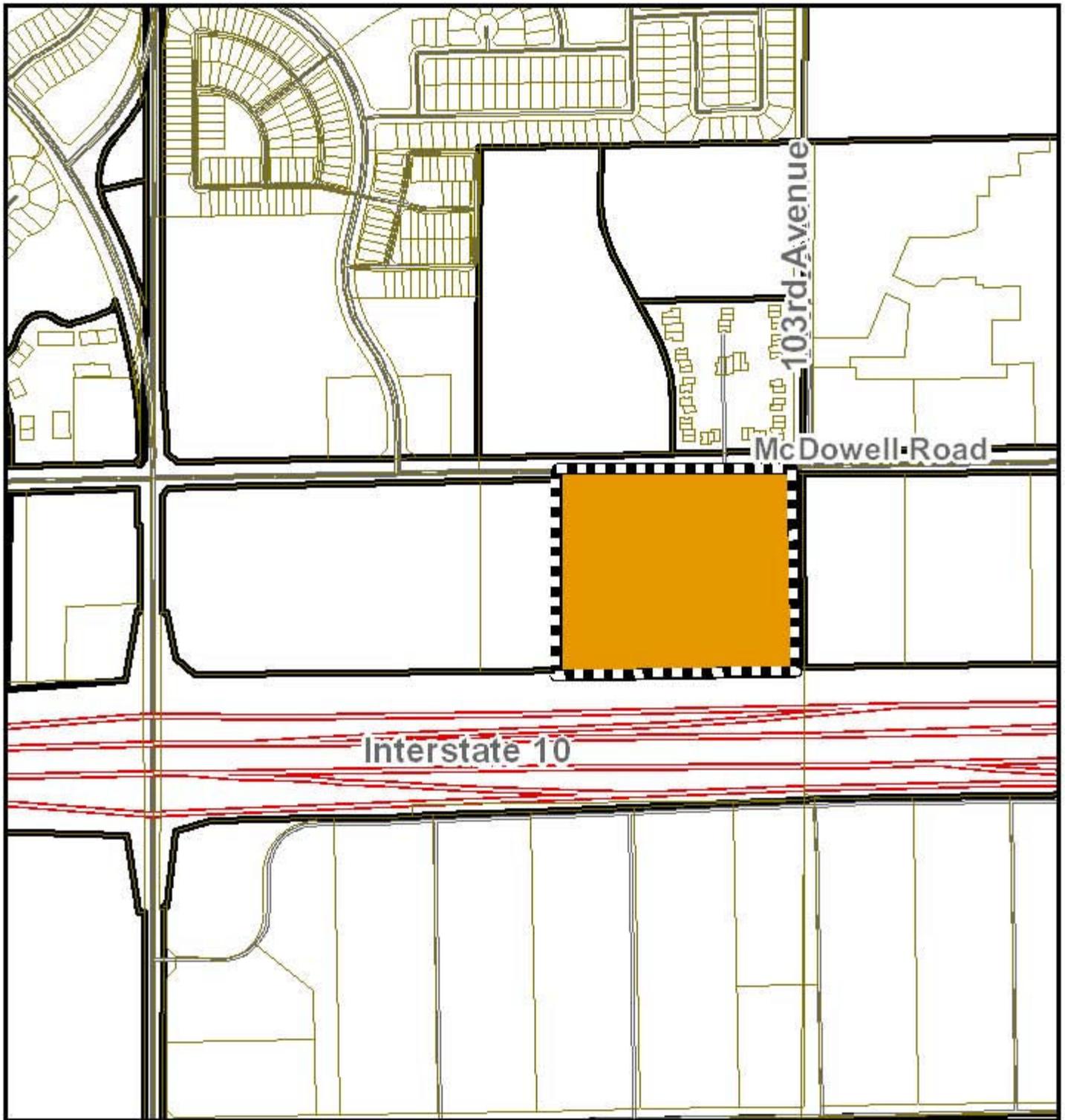
THENCE SOUTH 00 DEGREES 15 MINUTES 35 SECONDS EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 539.97 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 44 MINUTES 25 SECONDS EAST 55.00 FEET;

THENCE SOUTH 10 DEGREES 31 MINUTES 07 SECONDS EAST 187.67 FEET;

THENCE 50 DEGREES 46 MINUTES 18 SECONDS EAST 99.22 FEET;

THENCE NORTH 88 DEGREES 58 MINUTES 31 SECONDS EAST 2473.28 FEET; MORE OR LESS TO A POINT ON THE EAST LINE OF SAID LOT 3, THE POINT OF ENDING, AWARDED TO THE STATE OF ARIZONA BY FINAL ORDER OF CONDEMNATION RECORDED JULY 7, 1982 IN DOCKET 16135, PAGE 766, RECORDS OF MARICOPA COUNTY ARIZONA.



Park 10 Site



Subject Property



**EXHIBIT B
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GUNBO, LLC**

[Notice of Intent]

See following page.

**NOTICE OF INTENT TO ENTER INTO
A DEVELOPMENT TAX INCENTIVE AGREEMENT
AND FINDINGS OF FACT
(Pursuant to ARIZ. REV. STAT. § 9-500.11)
August 18, 2008**

NOTICE

Notice is hereby given by the Council of the City of Avondale, Arizona (the “City Council”) that, on a date that is not earlier than September 8, 2008, the City Council intends to adopt that certain development tax incentive agreement entitled “Economic Development Agreement Between the City of Avondale and GUN BO, LLC” (the “Agreement”).

FINDINGS OF FACT

With respect to the Agreement, and in accordance with ARIZ. REV. STAT. § 9-500.11, the City Council hereby makes the following findings of fact:

1. That the Agreement is anticipated to raise more revenue than the amount of the incentive within the duration of the Agreement. This finding has been independently verified in a report by ESI Corporation, dated August 13, 2008, as set forth in Exhibit A, attached hereto and incorporated herein by reference.
2. That, in the absence of a tax incentive, the two Hyatt brand hotels would not locate within the corporate boundaries of the City of Avondale at the same time or place.

**EXHIBIT C
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GUNBO, LLC**

[Verification]

See following pages.



**Hyatt Place and Hyatt Summerfield Suites
Fiscal Impact Analysis**

PREPARED FOR:
City of Avondale

PREPARED BY:

ESI CORPORATION
300 West Clarendon Avenue
Suite 470
Phoenix, Arizona 85013
(602) 265-6120
www.esicorp.net

August 13, 2008

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Fiscal Analysis

This report summarizes the findings of the fiscal benefits resulting from the development of two Hyatt properties in the City of Avondale. Hyatt Place is a 127 room hotel and the Hyatt Summerfield Suites is a 123 room hotel. The two hotels are proposed to be located at the southwest corner of 103 Avenue and McDowell Road in Avondale on approximately 6 acres. The construction of the two hotels will be staggered with the Hyatt Summerfield commencing in 2008 and become operational September 2009. Construction of the Hyatt Place will begin in 2009 and be operational January 2010.

The City of Avondale is considering providing a sales tax rebate of the lodging tax for a period of up to seven years on both hotels. Contained within this report are the one-time and on-going fiscal impacts that the two hotels will have on the City of Avondale commencing with construction in 2008. The analysis is through 2019 for both properties.

Key Study Findings

Based on this fiscal analysis, the Hyatt Place will be operational January 2010. Over the 12 year timeframe of this analysis the Hyatt Place is estimated to generate \$3.3 million in one-time and on-going tax and fee revenue to the City. Of this, the lodging sales tax of 2 percent represents \$1 million in revenue, of which \$689,491 will be generated during the first seven years of operation (2010-2016).

**Table 1 - Hyatt Place Fiscal Impact Analysis
August-08**

| Revenue Type | Nominal Total | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---------------------------------|--------------------|------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction Sales Tax | \$252,612 | \$0 | \$252,612 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| One Time Fees Generated: | | | | | | | | | | | | | |
| Building Permit and Plan Review | \$96,153 | \$0 | \$96,153 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| MEP and Water and Sewer Fees | \$171,191 | \$0 | \$171,191 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Development Impact Fees | \$141,698 | \$0 | \$141,698 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| On-Going Tax Revenue: | | | | | | | | | | | | | |
| Property Tax | \$279,132 | \$0 | \$0 | \$0 | \$28,615 | \$29,188 | \$29,771 | \$30,367 | \$30,974 | \$31,594 | \$32,225 | \$32,870 | \$33,527 |
| Lodging Tax | \$1,037,944 | \$0 | \$0 | \$79,696 | \$93,506 | \$97,243 | \$100,164 | \$103,169 | \$106,264 | \$109,452 | \$112,735 | \$116,117 | \$119,601 |
| Sales Tax on the Room | \$1,297,430 | \$0 | \$0 | \$99,620 | \$116,882 | \$121,553 | \$125,205 | \$128,961 | \$132,830 | \$136,814 | \$140,919 | \$145,146 | \$149,501 |
| Food and Beverage Tax | \$91,215 | \$0 | \$0 | \$7,425 | \$7,950 | \$8,575 | \$8,825 | \$9,075 | \$9,298 | \$9,577 | \$9,864 | \$10,160 | \$10,465 |
| Communications & Other Income | \$16,593 | \$0 | \$0 | \$1,350 | \$1,425 | \$1,525 | \$1,550 | \$1,575 | \$1,727 | \$1,779 | \$1,832 | \$1,887 | \$1,944 |
| GRAND TOTAL | \$3,383,968 | \$0 | \$661,654 | \$188,090 | \$248,378 | \$258,083 | \$265,515 | \$273,146 | \$281,092 | \$289,215 | \$297,576 | \$306,181 | \$315,037 |

The Hyatt Summerfield Suites will generate nearly \$3.7 million during the 12 year timeframe of one-time and on-going revenue. Similar to the other Hyatt property, the lodging tax of 2 percent represents \$1.1 million in revenue to the city, with \$658,483 generated the first seven years of operation (2009-2015).

Table 2 - Hyatt Summerfield Suites Fiscal Impact Analysis

August-08

| Revenue Type | Nominal Total | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---------------------------------|--------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction Sales Tax | \$303,088 | \$26,813 | \$276,276 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| One Time Fees Generated: | | | | | | | | | | | | | |
| Building Permit and Plan Review | \$113,428 | \$10,209 | \$103,219 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| MEP and Water and Sewer Fees | \$169,511 | \$15,256 | \$154,255 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Development Impact Fees | \$140,264 | \$12,624 | \$127,640 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| On-Going Tax Revenue: | | | | | | | | | | | | | |
| Property Tax | \$371,572 | \$0 | \$0 | \$35,469 | \$34,456 | \$35,145 | \$35,848 | \$36,565 | \$37,296 | \$38,042 | \$38,803 | \$39,579 | \$40,370 |
| Lodging Tax | \$1,162,858 | \$0 | \$24,998 | \$86,889 | \$98,469 | \$107,112 | \$110,329 | \$113,639 | \$117,048 | \$120,559 | \$124,176 | \$127,901 | \$131,738 |
| Sales Tax on the Room | \$1,453,573 | \$0 | \$31,248 | \$108,611 | \$123,086 | \$133,890 | \$137,911 | \$142,048 | \$146,310 | \$150,699 | \$155,220 | \$159,877 | \$164,673 |
| Food and Beverage Tax | \$57,117 | \$0 | \$1,221 | \$4,160 | \$4,672 | \$5,080 | \$5,232 | \$5,682 | \$5,852 | \$6,028 | \$6,209 | \$6,395 | \$6,587 |
| Communications & Other Income | \$26,895 | \$0 | \$578 | \$1,971 | \$2,213 | \$2,406 | \$2,478 | \$3,267 | \$2,634 | \$2,713 | \$2,794 | \$2,878 | \$2,964 |
| GRAND TOTAL | \$3,798,307 | \$64,901 | \$719,435 | \$237,100 | \$262,895 | \$283,632 | \$291,798 | \$301,201 | \$309,140 | \$318,041 | \$327,202 | \$336,630 | \$346,333 |

The combined total of the fiscal impacts for the two properties, noted in the following table, also includes infrastructure sales tax as well as state shared sales tax on construction and hotel receipts. These two Hyatt properties combined are estimated to provide the City of Avondale with one-time and on-going revenue of \$7.2 million over 12 years. Lodging tax represents 30 percent of the total revenue collection.

**Table 3 - Fiscal Impact Analysis, Hyatt Place and Hyatt Summerfield Suites
August-08**

| Revenue Type | Nominal Total | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---------------------------------|----------------------|-----------------|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction Sales Tax | \$555,700 | \$26,813 | \$528,888 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Infrastructure Sales Tax | \$46,575 | \$9,344 | \$37,232 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| One Time Fees Generated: | | | | | | | | | | | | | |
| Building Permit and Plan Review | \$209,581 | \$10,209 | \$199,372 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| MEP and Water and Sewer Fees | \$340,702 | \$15,256 | \$325,446 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Development Impact Fees | \$281,962 | \$12,624 | \$269,338 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| On-Going Tax Revenue: | | | | | | | | | | | | | |
| Property Tax | \$650,704 | \$0 | \$0 | \$35,469 | \$63,071 | \$64,332 | \$65,619 | \$66,932 | \$68,270 | \$69,636 | \$71,028 | \$72,449 | \$73,898 |
| Lodging Tax | \$2,200,802 | \$0 | \$24,998 | \$166,585 | \$191,974 | \$204,354 | \$210,493 | \$216,807 | \$223,311 | \$230,011 | \$236,911 | \$244,018 | \$251,339 |
| Sales Tax on the Room | \$2,751,003 | \$0 | \$31,248 | \$208,231 | \$239,968 | \$255,443 | \$263,116 | \$271,009 | \$279,139 | \$287,514 | \$296,139 | \$305,023 | \$314,174 |
| Food and Beverage Tax | \$148,332 | \$0 | \$1,221 | \$11,585 | \$12,622 | \$13,655 | \$14,057 | \$14,757 | \$15,150 | \$15,605 | \$16,073 | \$16,555 | \$17,052 |
| Communications & Other Income | \$43,488 | | \$578 | \$3,321 | \$3,638 | \$3,931 | \$4,028 | \$4,842 | \$4,360 | \$4,491 | \$4,626 | \$4,765 | \$4,908 |
| State Shared Revenue | \$11,644 | \$52 | \$930 | \$816 | \$941 | \$1,002 | \$1,032 | \$1,063 | \$1,094 | \$1,127 | \$1,161 | \$1,196 | \$1,232 |
| GRAND TOTAL | \$7,240,495 | \$74,296 | \$1,419,251 | \$426,007 | \$512,214 | \$542,717 | \$558,344 | \$575,409 | \$591,326 | \$608,383 | \$625,938 | \$644,006 | \$662,602 |

The remainder of this report consists of several detailed exhibits which include:

- Exhibit 1: Project Assumptions and Inputs utilized in this analysis
- Exhibit 2: Construction schedule
- Exhibit 3: Sales tax generated from construction
- Exhibit 4: Permit and development impact fees
- Exhibit 5: Lodging Revenue
- Exhibit 6: Lodging and Sales Tax Revenue
- Exhibit 7: Property Tax Revenue

Exhibit 1: Inputs to Impact Model

HYATT PLACE AND HYATT SUMMERFIELD SUITES - FISCAL IMPACT ANALYSIS
August 13, 2008

EXHIBIT 1: INPUTS TO IMPACT MODEL

| Project Element | Source of Data |
|--|--|
| Hyatt Place Hotel | |
| Construction Mar 2009 | |
| Operational January 2010 | |
| Square feet | 76,122 Developer |
| Number of rooms | 127 Developer |
| Construction cost (\$196.29 SF) | \$14,941,733 Developer |
| Hyatt Summerfield Suites | |
| Construction November 2008 | |
| Operational March 2009 | |
| Square feet | 94,000 City of Avondale |
| Number of rooms | 123 City of Avondale |
| Construction cost (\$191.40 SF) | \$17,991,382 Developer |
| Total Infrastructure Cost | |
| Infrastructure (2008 and 2009) | \$2,866,177 Developer |
| Property Tax Factors | |
| Assessor's Valuation Discount | 80% Maricopa County Assessor Estimate based on authors' data files |
| Property Tax Due Lag Factor of 1 year | |
| City of Avondale Tax Rate (per \$100 of Assessed Value) | 1.1058 Arizona Tax Research Association, 2007 Property Tax Rates |
| Sales Tax Factors | |
| Avondale Sales Tax (Retail & Construction) | 2.5% City of Avondale |
| Avondale Sales Tax (Amusements, Restaurant & Bar) | 2.5% City of Avondale |
| Avondale Sales Tax (Commercial Lease) | 2.5% City of Avondale |
| Avondale Telecom Tax | 2.5% City of Avondale |
| Avondale Bed Tax | 2.0% City of Avondale |
| State Sales Tax subject to distribution | 5.0% AZ Dept. of Revenue |
| Avondale share of the revenue sharing | 0.014257001 AZ Dept. of Revenue data (May 2008) |
| Distribution base for construction | 0.2 AZ Dept. of Revenue |
| Distribution base for hotel | 0.55 AZ Dept. of Revenue |
| Escalation Factors: | |
| Annual Escalation Factor - Construction and Property Value | 2% Estimate based on ESI data files |
| Discount rate | 5% ESI Corp |
| Note: All dollar values in \$2008 | |
| Other Assumptions: | |
| <u>Hyatt Place</u> | |
| Absorption lags construction by 1 year | |
| Food & beverage sales equals 7% of total room sales starting year 2015 | |
| Room revenue increases 3% a year starting 2015 | |
| Telephone Revenue equals .4% of room sales starting 2015 | |
| Rebate Lodging Tax for seven years | |
| Other Income equals .9% of room sales starting in 2015 | |
| <u>Hyatt Summerfield</u> | |
| Absorption lags construction by 1 year | |
| Food & beverage sales equals 4% of total room sales starting year 2014 | |
| Room revenue increases 3% a year starting 2014 | |
| Telephone Revenue equals .4% of total room sales starting in 2014 | |
| Other Income equals 1.9% of total room sales starting in 2014 | |
| Rebate Lodging Tax for seven years | |
| Permit and Impact Fees are divided into two calendar years with 9% in 2008 and 91% in 2009 | |

Exhibit 2: Construction Schedule

Exhibit 3: Sales Taxes from Construction

HYATT PLACE AND HYATT SUMMERFIELD SUITES - FISCAL IMPACT ANALYSIS
August 13, 2008

EXHIBIT 2: CONSTRUCTION SCENARIO

| YEAR # | NPV TOTAL 5% | Nominal Total | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|-----------------|---------------|-------------|--------------|------|------|------|------|------|------|------|------|------|------|
| Infrastructure | | | | | | | | | | | | | | |
| Total Spending | \$2,625,784 | \$2,866,177 | \$575,000 | \$2,291,177 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Hyatt Place | | | | | | | | | | | | | | |
| Construction Cost | \$13,552,592 | \$14,941,733 | \$0 | \$14,941,733 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Units in Place (Beginning Jan 2010) | | | 0 | 0 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 |
| Hyatt Summerfield Suites | | | | | | | | | | | | | | |
| Construction Cost | \$16,393,544 | \$17,991,382 | \$1,650,000 | \$16,341,382 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Units in Place (Beginning Sept 09) | | | 0 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 |

EXHIBIT 3: SALES TAXES FROM CONSTRUCTION

| YEAR # | NPV TOTAL | Nominal Total | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---------------------------------------|--------------|---------------|-------------|--------------|------|------|------|------|------|------|------|------|------|------|
| Infrastructure Value | | | | | | | | | | | | | | |
| Taxes Based on 65% of Value | \$2,625,784 | \$2,866,177 | \$575,000 | \$2,291,177 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| State Share of State Sales Taxes (5%) | \$1,706,760 | \$1,863,015 | \$373,750 | \$1,489,265 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Distribution Base @ 20% | \$85,338 | \$93,151 | \$18,688 | \$74,463 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| City distribution share @ 25% | \$17,068 | \$18,630 | \$3,738 | \$14,893 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Avondale Share of State Sales Taxes | \$4,267 | \$4,658 | \$934 | \$3,723 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Avondale Sales Tax | \$61 | \$66 | \$13 | \$53 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | \$42,669 | \$46,575 | \$9,344 | \$37,232 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Hyatt Place | | | | | | | | | | | | | | |
| Hotel Value | \$14,100,117 | \$15,545,379 | \$0 | \$15,545,379 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Taxes Based on 65% of Value | \$9,165,076 | \$10,104,496 | \$0 | \$10,104,496 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| State Share of State Sales Taxes (5%) | \$458,254 | \$505,225 | \$0 | \$505,225 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Distribution Base @ 20% | \$91,651 | \$101,045 | \$0 | \$101,045 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| City distribution share @ 25% | \$22,913 | \$25,261 | \$0 | \$25,261 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Avondale Share of State Sales Taxes | \$327 | \$360 | \$0 | \$360 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Avondale Sales Tax | \$229,127 | \$252,612 | \$0 | \$252,612 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Hyatt Summerfield Suites | | | | | | | | | | | | | | |
| Hotel Value | \$16,992,357 | \$18,651,574 | \$1,650,000 | \$17,001,574 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Taxes Based on 65% of Value | \$11,045,032 | \$12,123,523 | \$1,072,500 | \$11,051,023 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| State Share of State Sales Taxes (5%) | \$552,252 | \$606,176 | \$53,625 | \$552,551 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Distribution Base @ 20% | \$110,450 | \$121,235 | \$10,725 | \$110,510 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| City distribution share @ 25% | \$27,613 | \$30,309 | \$2,681 | \$27,628 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Avondale Share of State Sales Taxes | \$394 | \$432 | \$38 | \$394 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Avondale Sales Tax | \$276,126 | \$303,088 | \$26,813 | \$276,276 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

| TOTAL TAX RECEIPTS ON CONSTRUCTION | | | | | | | | | | | | | | |
|---|-----------|-----------|-----------------|------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Avondale Share of State Sales Taxes | \$781 | \$859 | \$52 | \$807 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Avondale Sales Tax | \$547,922 | \$602,276 | \$36,156 | \$566,120 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Const Sales Tax Receipts | | | \$36,208 | \$566,927 | \$0 |

Exhibit 4: Permit and Development Impact Fees

Exhibit 5: Hotel Revenue

HYATT PLACE AND HYATT SUMMERFIELD SUITES - FISCAL IMPACT ANALYSIS
August 13, 2008

EXHIBIT 4: PERMIT AND DEVELOPMENT IMPACT FEES

| YEAR # | NPV TOTAL | Nominal Total | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---------------------------------|-----------|---------------|-----------|-----------|----------|-----------|------|------|------|------|------|------|------|------|
| Hyatt Place | | | | | | | | | | | | | | |
| | | | \$0 | \$96,153 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | \$0 | \$171,191 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | \$0 | \$141,698 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Hyatt Summerfield Suites | | | | | | | | | | | | | | |
| | | | \$10,209 | \$103,219 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | \$15,256 | \$154,255 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | \$12,624 | \$127,640 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL FEES: | | | | | | | | | | | | | | |
| | | | \$190,559 | \$209,581 | \$10,209 | \$199,372 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | \$309,719 | \$340,702 | \$15,256 | \$325,446 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | \$256,320 | \$281,962 | \$12,624 | \$269,338 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | \$756,598 | \$832,245 | \$38,088 | \$794,157 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

EXHIBIT 5: HOTEL REVENUE

| YEAR # | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | | |
|--|--------------|------------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Hyatt Place Hotel | | | | | | | | | | | | | | |
| Number of rooms | 0 | 0 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | | |
| Construction cost (\$196.29 SF) | \$0 | \$14,941,733 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| Annual Rooms Available | 0 | 0 | 46,355 | 46,355 | 46,355 | 46,355 | 46,355 | 46,355 | 46,355 | 46,355 | 46,355 | 46,355 | | |
| Annual Occupied Rooms | 0 | 0 | 31,197 | 34,859 | 34,859 | 34,859 | 34,859 | 34,859 | 34,859 | 34,859 | 34,859 | 34,859 | | |
| Occupancy | 0.0% | 0.0% | 67.3% | 67.3% | 67.3% | 67.3% | 67.3% | 67.3% | 67.3% | 67.3% | 67.3% | 67.3% | | |
| Average Daily Rate | \$0 | \$0 | \$127.73 | \$134.12 | \$139.48 | \$143.67 | \$147.98 | \$152.42 | \$156.99 | \$161.70 | \$166.55 | \$171.55 | | |
| Room Revenue | \$0 | \$0 | \$3,984,782 | \$4,675,284 | \$4,862,128 | \$5,008,187 | \$5,158,429 | \$5,313,182 | \$5,472,577 | \$5,636,755 | \$5,805,857 | \$5,980,033 | | |
| Food and beverage sales | \$0 | \$0 | \$297,000 | \$318,000 | \$343,000 | \$353,000 | \$363,000 | \$371,923 | \$383,000 | \$394,573 | \$406,410 | \$418,602 | | |
| Telephone | \$0 | \$0 | \$17,000 | \$18,000 | \$19,000 | \$19,000 | \$19,000 | \$21,253 | \$21,890 | \$22,547 | \$23,223 | \$23,920 | | |
| Other Income | \$0 | \$0 | \$37,000 | \$39,000 | \$42,000 | \$43,000 | \$44,000 | \$47,819 | \$49,253 | \$50,731 | \$52,253 | \$53,820 | | |
| Hyatt Summerfield Suites | | | | | | | | | | | | | | |
| Number of rooms | 0 | (Sept 09) 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | | |
| Construction cost (\$191.40 SF) | \$1,650,000 | \$16,341,382 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| Annual Rooms Available | 0 | 14,965 | 44,895 | 44,895 | 44,895 | 44,895 | 44,895 | 44,895 | 44,895 | 44,895 | 44,895 | 44,895 | | |
| Annual Occupied Rooms (4 months in 2009) | 0 | 9,982 | 33,043 | 36,006 | 38,026 | 38,026 | 38,026 | 38,026 | 38,026 | 38,026 | 38,026 | 38,026 | | |
| Occupancy | 0.0% | 66.7% | 73.6% | 80.2% | 84.7% | 84.7% | 84.7% | 84.7% | 84.7% | 84.7% | 84.7% | 84.7% | | |
| Average Daily Rate | \$0 | \$125.22 | \$131.48 | \$136.74 | \$140.84 | \$145.07 | \$149.42 | \$153.90 | \$158.52 | \$163.28 | \$168.18 | \$173.22 | | |
| Room Revenue | \$0 | \$1,249,903 | \$4,344,457 | \$4,923,432 | \$5,355,591 | \$5,513,378 | \$5,681,934 | \$5,852,393 | \$6,027,964 | \$6,208,803 | \$6,395,067 | \$6,586,919 | | |
| Food and beverage sales | \$0 | \$48,835 | \$166,399 | \$186,882 | \$203,182 | \$209,277 | \$227,277 | \$234,096 | \$241,119 | \$248,352 | \$255,803 | \$263,477 | | |
| Telephone | \$0 | \$5,141 | \$17,516 | \$19,672 | \$21,388 | \$22,029 | \$22,728 | \$23,410 | \$24,112 | \$24,835 | \$25,580 | \$26,348 | | |
| Other Income | \$0 | \$17,992 | \$61,305 | \$68,851 | \$74,856 | \$77,102 | \$107,957 | \$81,933 | \$84,392 | \$86,923 | \$89,531 | \$92,217 | | |
| TOTAL HOTEL REVENUE | | | | | | | | | | | | | | |
| Room Revenue | \$76,161,117 | \$110,037,054 | \$0 | \$1,249,903 | \$8,329,239 | \$9,598,715 | \$10,217,719 | \$10,521,565 | \$10,840,363 | \$11,165,574 | \$11,500,542 | \$11,845,558 | \$12,200,924 | \$12,566,952 |
| Food and Beverage | \$4,101,221 | \$5,933,286 | \$0 | \$48,835 | \$463,399 | \$504,882 | \$546,182 | \$562,277 | \$590,277 | \$606,018 | \$624,199 | \$642,925 | \$662,213 | \$682,079 |
| Telephone | \$302,885 | \$437,591 | \$0 | \$5,141 | \$34,516 | \$37,672 | \$40,388 | \$41,029 | \$41,728 | \$44,662 | \$46,002 | \$47,382 | \$48,804 | \$50,268 |
| Other Income | \$901,837 | \$1,301,934 | \$0 | \$17,992 | \$98,305 | \$107,851 | \$116,856 | \$120,102 | \$151,957 | \$129,752 | \$133,645 | \$137,654 | \$141,784 | \$146,037 |

Exhibit 6: Lodging and Sales Taxes

HYATT PLACE AND HYATT SUMMERFIELD SUITES - FISCAL IMPACT ANALYSIS
 August 13, 2008

EXHIBIT 6: LODGING AND SALES TAXES

| YEAR # | NPV TOTAL | Nominal Total | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|--------------|---------------|-----------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Hyatt Place (ROOMS) | | | | | | | | | | | | | | |
| Units in Place / Use | | | 0 | 0 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 |
| Room Nights (Including Vacancy Factor) | | | 0 | 0 | 31,197 | 34,859 | 34,859 | 34,859 | 34,859 | 34,859 | 34,859 | 34,859 | 34,859 | 34,859 |
| Room Rate | | | \$0 | \$0 | \$127.73 | \$134.12 | \$139.48 | \$143.67 | \$147.98 | \$152.42 | \$156.99 | \$161.70 | \$166.55 | \$171.55 |
| Total Room \$ | \$35,810,153 | \$51,897,213 | \$0 | \$0 | \$3,984,782 | \$4,675,284 | \$4,862,128 | \$5,008,187 | \$5,158,429 | \$5,313,182 | \$5,472,577 | \$5,636,755 | \$5,805,857 | \$5,980,033 |
| Avondale Transient Lodging Tax (2.0%) | \$716,203 | \$1,037,944 | \$0 | \$0 | \$79,696 | \$93,506 | \$97,243 | \$100,164 | \$103,169 | \$106,264 | \$109,452 | \$112,735 | \$116,117 | \$119,601 |
| Avondale Sales Tax (2.5%) | \$895,254 | \$1,297,430 | \$0 | \$0 | \$99,620 | \$116,882 | \$121,553 | \$125,205 | \$128,961 | \$132,830 | \$136,814 | \$140,919 | \$145,146 | \$149,501 |
| Food and Beverage Sales | \$2,519,935 | \$3,648,588 | \$0 | \$0 | \$297,000 | \$318,000 | \$343,000 | \$353,000 | \$363,000 | \$371,923 | \$383,080 | \$394,573 | \$406,410 | \$418,602 |
| Food and Beverage Sales Tax (2.5%) | \$62,998 | \$91,215 | \$0 | \$0 | \$7,425 | \$7,950 | \$8,575 | \$8,825 | \$9,075 | \$9,298 | \$9,577 | \$9,864 | \$10,160 | \$10,465 |
| Telephone | \$141,297 | \$204,834 | \$0 | \$0 | \$17,000 | \$18,000 | \$19,000 | \$19,000 | \$19,000 | \$21,253 | \$21,890 | \$22,547 | \$23,223 | \$23,920 |
| Other Income | \$316,092 | \$458,876 | \$0 | \$0 | \$37,000 | \$39,000 | \$42,000 | \$43,000 | \$44,000 | \$47,819 | \$49,253 | \$50,731 | \$52,253 | \$53,820 |
| Telephone & Other Income Sales Tax (2.5%) | \$11,435 | \$16,593 | \$0 | \$0 | \$1,350 | \$1,425 | \$1,525 | \$1,550 | \$1,575 | \$1,727 | \$1,779 | \$1,832 | \$1,887 | \$1,944 |
| Hyatt Summerfield Suites (ROOMS) | | | | | | | | | | | | | | |
| Units in Place / Use | | | 0 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 |
| Room Nights (Including Vacancy Factor) | | | 0 | 9,982 | 33,043 | 36,006 | 38,026 | 38,026 | 38,026 | 38,026 | 38,026 | 38,026 | 38,026 | 38,026 |
| Room Rate | | | \$0 | \$125.22 | \$131.48 | \$136.74 | \$140.84 | \$145.07 | \$149.42 | \$153.90 | \$158.52 | \$163.28 | \$168.18 | \$173.22 |
| Total Room | \$40,353,249 | \$58,142,905 | \$0 | \$1,249,903 | \$4,344,457 | \$4,923,432 | \$5,355,591 | \$5,516,441 | \$5,681,934 | \$5,852,393 | \$6,027,964 | \$6,208,803 | \$6,395,067 | \$6,586,919 |
| Avondale Transient Lodging Tax (2.0%) | \$807,065 | \$1,162,858 | \$0 | \$24,998 | \$86,889 | \$98,469 | \$107,112 | \$110,329 | \$113,639 | \$117,048 | \$120,559 | \$124,176 | \$127,901 | \$131,738 |
| Avondale Sales Tax (2.5%) | \$1,008,831 | \$1,453,573 | \$0 | \$31,248 | \$108,611 | \$123,086 | \$133,890 | \$137,911 | \$142,048 | \$146,310 | \$150,699 | \$155,220 | \$159,877 | \$164,673 |
| Food and Beverage Sales | \$1,581,286 | \$2,284,698 | \$0 | \$48,835 | \$166,399 | \$186,882 | \$203,182 | \$209,277 | \$227,277 | \$234,096 | \$241,119 | \$248,352 | \$255,803 | \$263,477 |
| Food and Beverage Sales Tax (2.5%) | \$39,532 | \$57,117 | \$0 | \$1,221 | \$4,160 | \$4,672 | \$5,080 | \$5,232 | \$5,682 | \$5,852 | \$6,028 | \$6,209 | \$6,395 | \$6,587 |
| Telephone | \$161,588 | \$232,758 | \$0 | \$5,141 | \$17,516 | \$19,672 | \$21,388 | \$22,029 | \$22,728 | \$23,410 | \$24,112 | \$24,835 | \$25,580 | \$26,348 |
| Other Income | \$585,745 | \$843,059 | \$0 | \$17,992 | \$61,305 | \$68,851 | \$74,856 | \$77,102 | \$79,957 | \$81,933 | \$84,392 | \$86,923 | \$89,531 | \$92,217 |
| Telephone & Other Income Sales Tax (2.5%) | \$18,683 | \$26,895 | \$0 | \$578 | \$1,971 | \$2,213 | \$2,406 | \$2,478 | \$3,267 | \$2,634 | \$2,713 | \$2,794 | \$2,878 | \$2,964 |
| TOTAL SALES | | | | | | | | | | | | | | |
| Lodging Revenue | \$76,163,402 | \$110,040,118 | \$0 | \$1,249,903 | \$8,329,239 | \$9,598,715 | \$10,217,719 | \$10,524,628 | \$10,840,363 | \$11,165,574 | \$11,500,542 | \$11,845,558 | \$12,200,924 | \$12,566,952 |
| Food and Beverage Sales | \$4,101,221 | \$5,933,286 | \$0 | \$48,835 | \$463,399 | \$504,882 | \$546,182 | \$562,277 | \$590,277 | \$606,018 | \$624,199 | \$642,925 | \$662,213 | \$682,079 |
| Telephone | \$302,885 | \$437,591 | \$0 | \$5,141 | \$34,516 | \$37,672 | \$40,388 | \$41,029 | \$41,728 | \$44,662 | \$46,002 | \$47,382 | \$48,804 | \$50,268 |
| Other Income | \$901,837 | \$1,301,934 | \$0 | \$17,992 | \$98,305 | \$107,851 | \$116,856 | \$120,102 | \$151,957 | \$129,752 | \$133,645 | \$137,654 | \$141,784 | \$146,037 |
| TOTAL TAX REVENUE | | | | | | | | | | | | | | |
| Transient Lodging Sales Tax | \$1,523,268 | \$2,200,802 | \$0 | \$24,998 | \$166,585 | \$191,974 | \$204,354 | \$210,493 | \$216,807 | \$223,311 | \$230,011 | \$236,911 | \$244,018 | \$251,339 |
| Sales Tax | \$1,904,085 | \$2,751,003 | \$0 | \$31,248 | \$208,231 | \$239,968 | \$255,443 | \$263,116 | \$271,009 | \$279,139 | \$287,514 | \$296,139 | \$305,023 | \$314,174 |
| Food and Beverage Tax | \$102,531 | \$148,332 | \$0 | \$1,221 | \$11,585 | \$12,622 | \$13,655 | \$14,057 | \$14,757 | \$15,150 | \$15,605 | \$16,073 | \$16,555 | \$17,052 |
| Telephone & Other Income | \$30,118 | \$43,488 | \$0 | \$578 | \$3,321 | \$3,638 | \$3,931 | \$4,028 | \$4,842 | \$4,360 | \$4,491 | \$4,626 | \$4,765 | \$4,908 |
| STATE SHARED REVENUE | | | | | | | | | | | | | | |
| State Share of State Sales Taxes (5%) | \$3,808,170 | \$5,502,006 | \$0 | \$62,495 | \$416,462 | \$479,936 | \$510,886 | \$526,231 | \$542,018 | \$558,279 | \$575,027 | \$592,278 | \$610,046 | \$628,348 |
| Distribution Base @ 55% | \$2,094,494 | \$3,026,103 | \$0 | \$34,372 | \$229,054 | \$263,965 | \$280,987 | \$289,427 | \$298,110 | \$307,053 | \$316,265 | \$325,753 | \$335,525 | \$345,591 |
| City distribution share @ 25% | \$523,623 | \$756,526 | \$0 | \$8,593 | \$57,264 | \$65,991 | \$70,247 | \$72,357 | \$74,527 | \$76,763 | \$79,066 | \$81,438 | \$83,881 | \$86,398 |
| Avondale Share of State Sales Taxes | | | 0.0142570 | 0.0142570 | 0.0142570 | 0.0142570 | 0.0142570 | 0.0142570 | 0.0142570 | 0.0142570 | 0.0142570 | 0.0142570 | 0.0142570 | 0.0142570 |
| TOTAL TAX RECEIPTS | | | | | | | | | | | | | | |
| Avondale Sales Tax | \$2,899,396 | \$5,143,626 | \$0 | \$58,045 | \$389,721 | \$448,202 | \$477,383 | \$491,693 | \$507,415 | \$521,962 | \$537,621 | \$553,749 | \$570,362 | \$587,472 |
| State Shared Sales Tax (Retail) | \$6,080 | \$10,786 | \$0 | \$123 | \$816 | \$941 | \$1,002 | \$1,032 | \$1,063 | \$1,094 | \$1,127 | \$1,161 | \$1,196 | \$1,232 |
| TOTAL SALES TAX RECEIPTS | | | | | | | | | | | | | | |
| | \$2,905,477 | \$5,154,411 | \$0 | \$58,167 | \$390,538 | \$449,143 | \$478,385 | \$492,725 | \$508,478 | \$523,056 | \$538,748 | \$554,910 | \$571,558 | \$588,704 |

Exhibit 7: Property Taxes

HYATT PLACE AND HYATT SUMMERFIELD SUITES - FISCAL IMPACT ANALYSIS
August 13, 2008

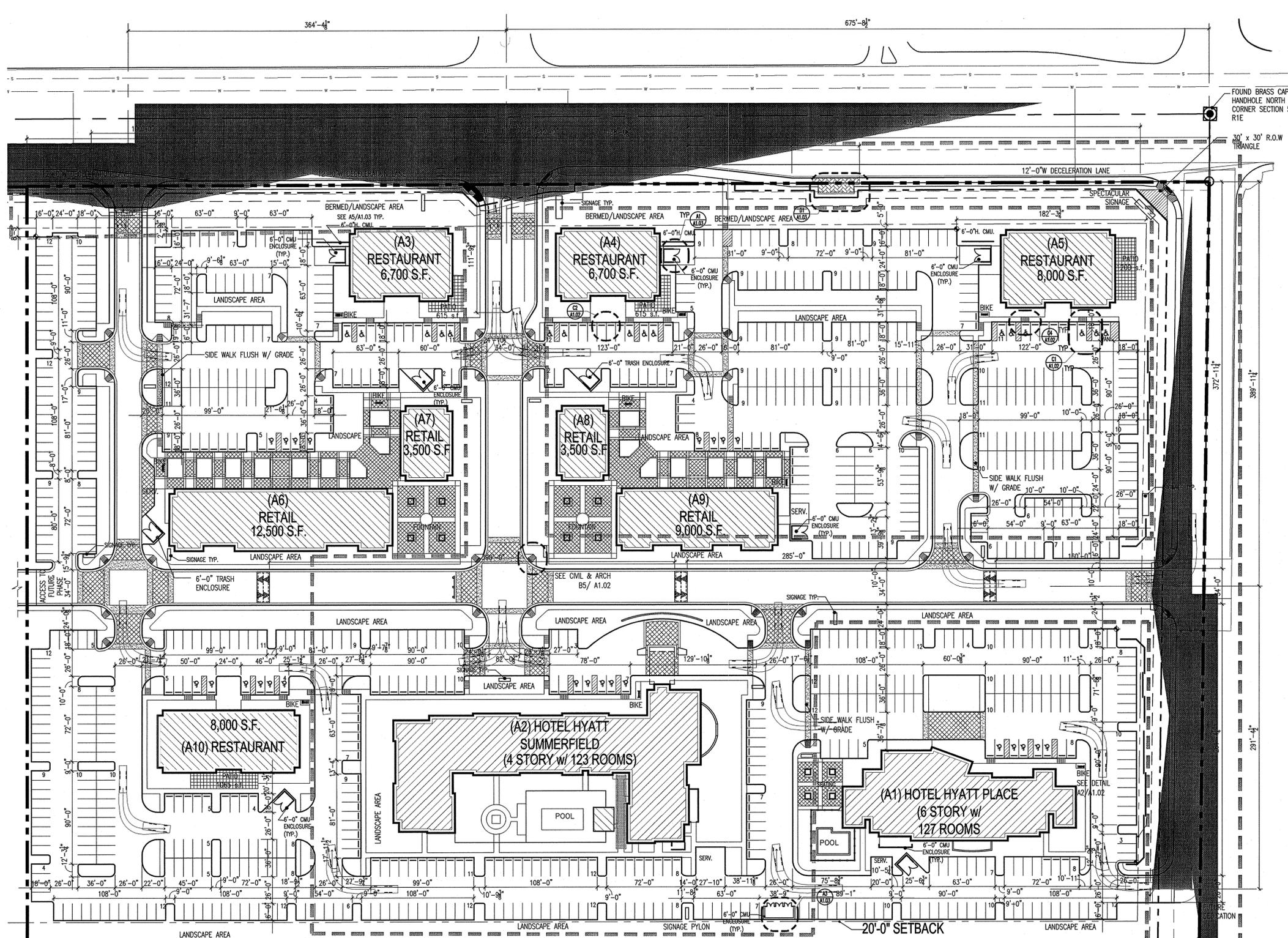
EXHIBIT 7: PROPERTY TAXES

| | YEAR # | | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|--|--------|---------------|-----------|--------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| (Lags by one year) | | NPV TOTAL | | | | | | | | | | | | |
| | | Nominal Total | | | | | | | | | | | | |
| Hyatt Place | | | | | | | | | | | | | | |
| Property Value | | | \$0 | \$0 | \$0 | \$16,173,412 | \$16,496,881 | \$16,826,818 | \$17,163,355 | \$17,506,622 | \$17,856,754 | \$18,213,889 | \$18,578,167 | \$18,949,730 |
| Assessor's Valuation (80%) | | | \$0 | \$0 | \$0 | \$12,938,730 | \$13,197,504 | \$13,461,455 | \$13,730,684 | \$14,005,297 | \$14,285,403 | \$14,571,111 | \$14,862,534 | \$15,159,784 |
| Assessment Ratio | | | 23% | 22% | 21% | 20% | 20% | 20% | 20% | 20% | 20% | 20% | 20% | 20% |
| Assessed Value | | | \$0 | \$0 | \$0 | \$2,587,746 | \$2,639,501 | \$2,692,291 | \$2,746,137 | \$2,801,059 | \$2,857,081 | \$2,914,222 | \$2,972,507 | \$3,031,957 |
| City Property Tax Receipt | | \$151,322 | \$212,734 | \$0 | \$0 | \$28,615 | \$29,188 | \$29,771 | \$30,367 | \$30,974 | \$31,594 | \$32,225 | \$32,870 | \$33,527 |
| Hyatt Summerfield Suites | | | | | | | | | | | | | | |
| Property Value | | | \$0 | \$0 | \$19,092,599 | \$19,474,450 | \$19,863,939 | \$20,261,218 | \$20,666,443 | \$21,079,771 | \$21,501,367 | \$21,931,394 | \$22,370,022 | \$22,817,423 |
| Assessor's Valuation | | | \$0 | \$0 | \$15,274,079 | \$15,579,560 | \$15,891,152 | \$16,208,975 | \$16,533,154 | \$16,863,817 | \$17,201,094 | \$17,545,115 | \$17,896,018 | \$18,253,938 |
| Assessment Ratio | | | 23% | 22% | 21% | 20% | 20% | 20% | 20% | 20% | 20% | 20% | 20% | 20% |
| Assessed Value | | | \$0 | \$0 | \$3,207,557 | \$3,115,912 | \$3,178,230 | \$3,241,795 | \$3,306,631 | \$3,372,763 | \$3,440,219 | \$3,509,023 | \$3,579,204 | \$3,650,788 |
| City Property Tax Receipt | | \$212,847 | \$291,623 | \$0 | \$0 | \$35,469 | \$34,456 | \$35,145 | \$35,848 | \$36,565 | \$37,296 | \$38,042 | \$38,803 | \$39,579 |
| TOTAL ASSESSED VALUE | | | \$0 | \$0 | \$3,207,557 | \$5,703,658 | \$5,817,731 | \$5,934,086 | \$6,052,768 | \$6,173,823 | \$6,297,299 | \$6,423,245 | \$6,551,710 | \$6,682,744 |
| ESTIMATED PROPERTY TAXES FOR TAX AREA | | | | | | | | | | | | | | |
| City Property Tax Rates /\$100 of Assessed Value | | | 1.1058 | 1.1058 | 1.1058 | 1.1058 | 1.1058 | 1.1058 | 1.1058 | 1.1058 | 1.1058 | 1.1058 | 1.1058 | 1.1058 |
| TOTAL CITY PROPERTY TAX RECEIPTS | | \$447,677 | \$650,704 | 0 | \$0 | \$35,469 | \$63,071 | \$64,332 | \$65,619 | \$66,932 | \$68,270 | \$69,636 | \$71,028 | \$72,449 |

**EXHIBIT D
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GUNBO, LLC**

[Initial Site Plan]

See following pages.



CONCEPTUAL MASTER PLAN Scale 1"=50'



MATERIALS LEGEND

| | |
|--|--|
| | SCORED COLORED CONCRETE (COHILL 2 #30) |
| | EXPOSED AGGREGATE |
| | CONCRETE SIDEWALK |

TOTAL OPEN SPACE (INCL ROADS, SIDEWALKS): 623,193 S.F.

TOTAL USABLE OPEN SPACE: 39,850 S.F.

OPEN SPACE CALCULATIONS:

| | Ratio | Req'd | Prov'd |
|-------------------------------|----------|----------|---------------|
| HOTEL | | | |
| (A1)Place (76,508 s.f.) | 550 S.F. | 550 S.F. | 2185.00 S.F. |
| (A2)Summerfield (90,939 s.f.) | 550 S.F. | 550 S.F. | 4225.00 S.F. |
| RESTAURANT | | | |
| (A3)Restaurant 1 | 550 S.F. | 550 S.F. | 1350.00 S.F. |
| (A4)Restaurant 2 | 550 S.F. | 550 S.F. | 1350.00 S.F. |
| (A5)Restaurant 3 | 550 S.F. | 550 S.F. | 1200.00 S.F. |
| (A10)Restaurant 4 | 550 S.F. | 550 S.F. | 1065.00 S.F. |
| RETAIL | | | |
| (A6)Retail 1 | 550 S.F. | 550 S.F. | 10412.00 S.F. |
| (A7)Retail 2 | 550 S.F. | 550 S.F. | 4900.00 S.F. |
| (A8)Retail 3 | 550 S.F. | 550 S.F. | 4878.00 S.F. |
| (A9)Retail 4 | 550 S.F. | 550 S.F. | 8285.00 S.F. |

PROJECT DATA:

PARCEL NUMBER: 102-54-003 A/ 102-54-004A

ZONING: PAD

ZONING ADJACENT PROPERTIES:

- NORTHERN PROPERTIES MULTI-FAMILY / COMMERCIAL
- EASTERN AND WESTERN PROPERTIES FREEWAY COMMERCIAL
- SOUTHERN PROPERTIES NONE EXIST DUE TO I-10 FREEWAY

LEGAL DESCRIPTIONS:

LOTS 3 AND 4, SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PORTION WHICH LIES 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 55.00 FEET;

THENCE SOUTH 10 DEGREES 31 MINUTES 07 SECONDS EAST 187.67 FEET;

THENCE SOUTH 50 DEGREES 46 MINUTES 18 SECONDS EAST 99.22 FEET;

THENCE NORTH 88 DEGREES 58 MINUTES 31 SECONDS EAST 2473.28 FEET, MORE OR LESS TO A POINT ON THE EAST LINE OF SAID LOT 3, THE POINT OF ENDING, AWARDED TO THE STATE OF ARIZONA BY FINAL ORDER OF CONDEMNATION RECORDED JULY 7, 1982 IN DOCKET 16135, PAGE 766, RECORDS OF MARICOPA COUNTY, ARIZONA.

GROSS SITE AREA: 19.0 AC (828,454 G.S.F.)

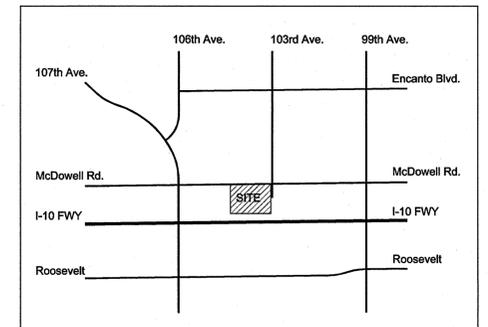
NET SITE AREA: 16.5 AC (719,945 N.S.F.)

TOTAL BUILDING AREA: 225,347 G.S.F.

GROUND FLOOR AREA: 96,752 G.S.F.

PARKING CALCULATIONS:

| | HOTEL | Ratio | Req'd | Prov'd | |
|-------------------------------|-----------|---------|------------------|-------------------|----------------------|
| (A1)Place (76,508 s.f.) | 127 Rooms | 1/room | 132 | 154 | per PAD |
| (A2)Summerfield (90,939 s.f.) | 123 Rooms | 1/room | 128 | 141 | per PAD |
| RESTAURANT | | Ratio | | | |
| (A3)Restaurant 1 | 6,700 SF | 1/50SF | 101 | 110 | per Sect 804,75% FOH |
| Patio | 500 SF | 1/200SF | 3 | 3 | |
| (A4)Restaurant 2 | 6,700 SF | 1/50SF | 101 | 103 | per Sect 804,75% FOH |
| Patio | 615 SF | 1/200SF | 3 | 3 | |
| (A5)Restaurant 3 | 8,000 SF | 1/50SF | 120 | 127 | per Sect 804,75% FOH |
| Patio | 1200 SF | 1/200SF | 6 | 6 | |
| (A10)Restaurant 4 | 8,000 SF | 1/50SF | 120 | 151 | per Sect 804,75% FOH |
| Patio | 1065 SF | 1/200SF | 5 | 5 | |
| RETAIL | | Ratio | | | |
| (A6)Retail 1 | 12,500 SF | 1/300SF | 42 | 41 | per Sect 804 |
| (A7)Retail 2 | 3,500 SF | 1/300SF | 12 | 13 | per Sect 804 |
| (A8)Retail 3 | 3,500 SF | 1/300SF | 12 | 13 | per Sect 804 |
| (A9)Retail 4 | 9,000 SF | 1/300SF | 30 | 35 | per Sect 804 |
| TOTAL SPACES | | | Req'd 815 | Prov'd 874 | |



VICINITY MAP n.t.s.

PARK 10

SW Corner of 103rd Ave. & McDowell Rd.
Avondale, AZ

Parkland Development
10320 W. McDowell Rd., Suite B2008
Avondale, AZ 85392

LEO A DALY EST. 1915
PLANNING ARCHITECTURE ENGINEERING INTERIORS
3344 E Camelback Rd. Suite 200
Phoenix, AZ 85018 USA
Tel 602-954-0818 Fax 602-381-1456

EDGE Construction Group Inc
15230 N. 75th Street, Suite 1031
Scottsdale, AZ 85260 USA

Kland Huval Engineering
6045 N. Scottsdale Rd., Suite 108
Scottsdale, AZ 85250 USA

Pinnacle Design, INC
1048 N. 44th St., Suite 200
Phoenix AZ 85008 USA

TMAD Taylor & Gaines
1550 E. Missouri Ave., Suite 100
Phoenix AZ 85014 USA

KEY PLAN

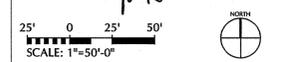
REVISIONS

| NO. | DESCRIPTION | DATE |
|-----|--------------------|----------|
| 2nd | SUBMISSION TO CITY | 06/24/08 |

FILE LOG

| ACTIVITY | BY |
|----------|----------|
| Manager | SD |
| Design | DAAD/VID |
| Draw | YTD |
| Check | ABC/SD |

STAMP



Project No. 075-10101-000
05/19/08

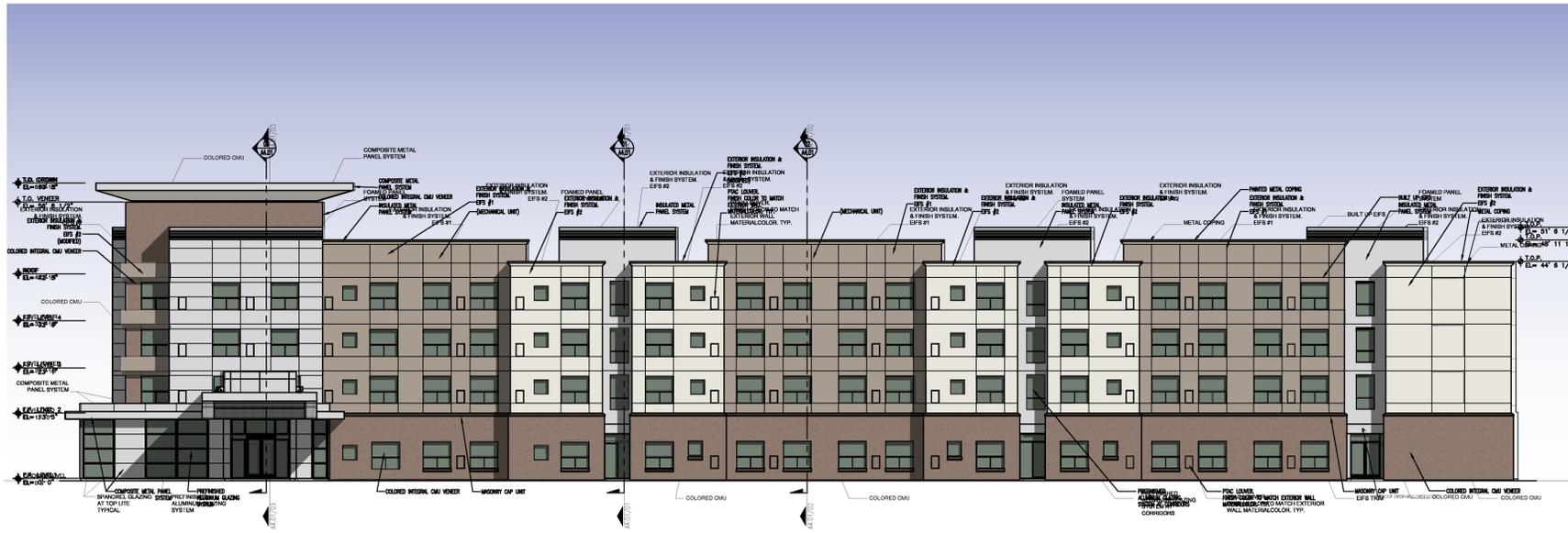
CONCEPTUAL MASTER PLAN-
GROUND LEVEL

A1.01

**EXHIBIT E
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GUNBO, LLC**

[Initial Architectural Plan]

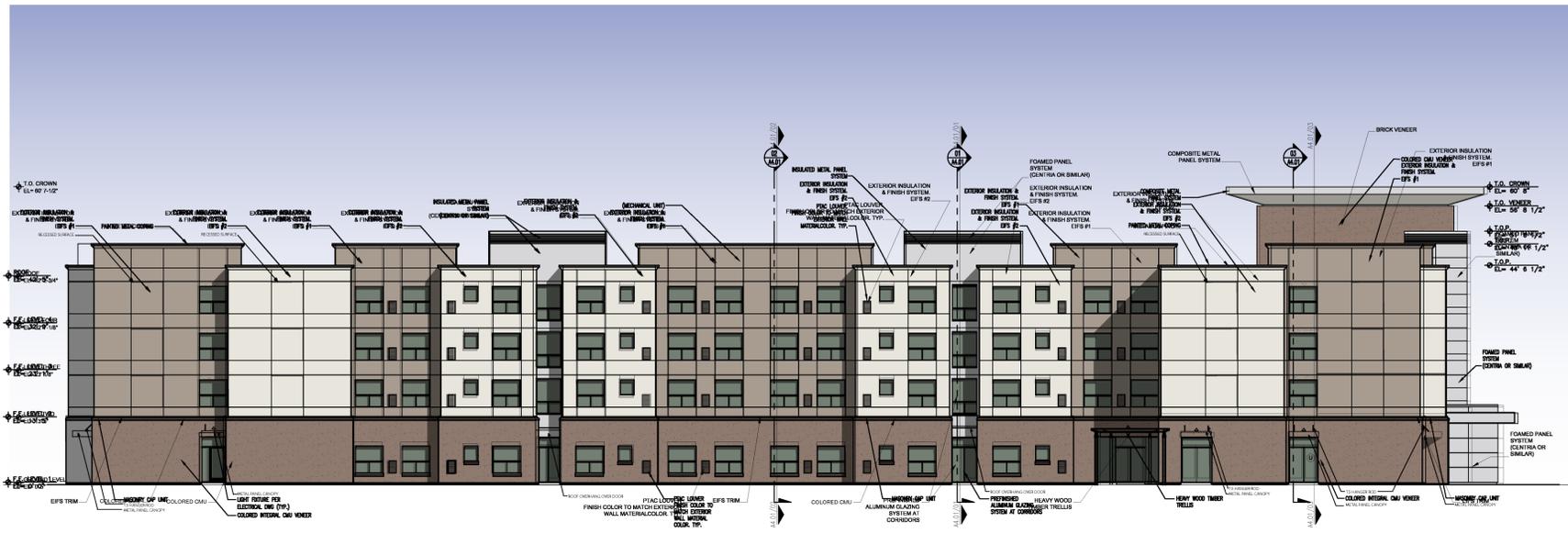
See following pages.



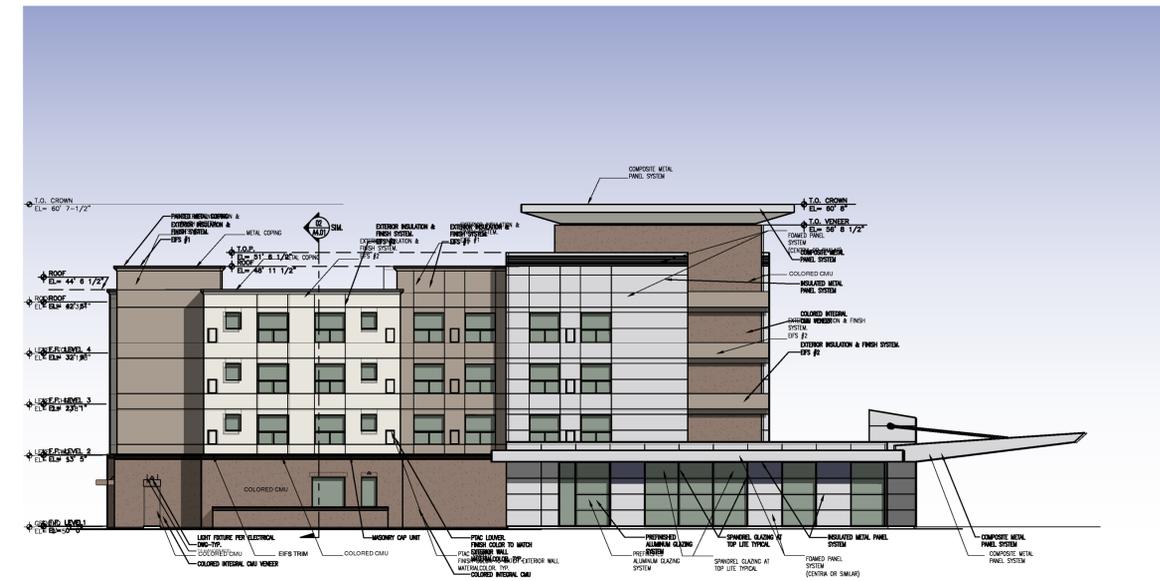
North Elevation



West Elevation



South Elevation



East Elevation

Hyatt Summerfield Suites

PARK 10
Avondale, Arizona

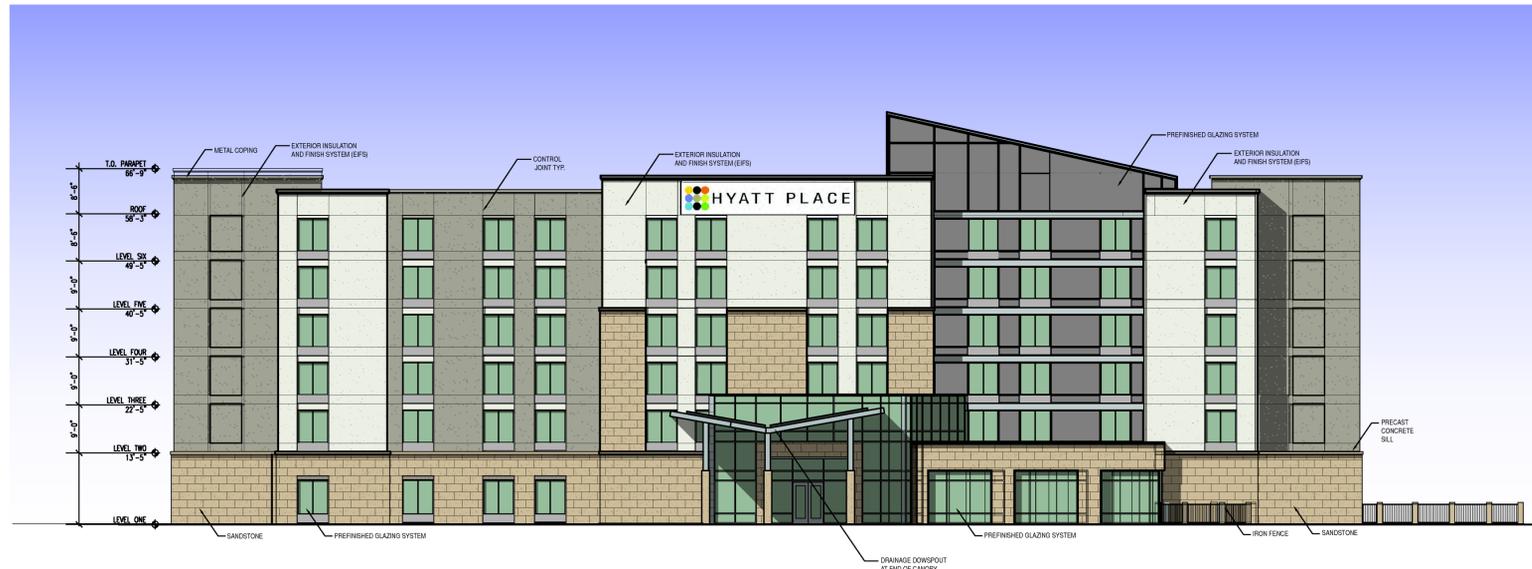
Parkland Development
10320 W. McDowell Rd., Suite B2008
Avondale, Arizona 85392

Sept 3, 2008
JOB NO. 075-10101-000

Trammell Crow Company
2850 E. Camelback Rd., Suite 201
Phoenix, Arizona 85016

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LEO A DALY
ARCHITECTURE | PLANNING | ENGINEERING | INTERIORS
SUITE 200, 3344 E CAMELBACK RD
PHOENIX, ARIZONA 85018
602.954.0818



West Elevation



North Elevation



East Elevation



South Elevation

Hyatt Place

PARK 10
Avondale, Arizona

Parkland Development
10320 W. McDowell Rd., Suite B2008
Avondale, Arizona 85392

Sept 3, 2008
JOB NO. 075-10101-002

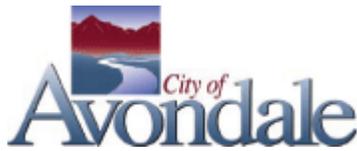
Trammell Crow Company
2850 E. Camelback Rd., Suite 201
Phoenix, Arizona 85016

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ARCHITECTURE | PLANNING | ENGINEERING | INTERIORS
SUITE 200, 3344 E CAMELBACK RD
PHOENIX, ARIZONA 85018
602.954.0818

Park 10 – Hyatt Hotels Vicinity Map





CITY COUNCIL REPORT

SUBJECT:
Fire Department Unified Command Center Project

MEETING DATE:
October 6, 2008

TO: Mayor and Council
FROM: Paul Adams, Fire Chief 623-333-6100
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and Council authorize the creation of a new project within the Fire Department Capital Improvement Program (CIP) and the transfer of \$25,000 within the Fire Department CIP to support the use of the Glendale Unified Command Center for NASCAR events.

BACKGROUND:

For a number of years the Fire Department has had a goal of improving the on-site command and control capabilities for NASCAR and other major events at Phoenix International Raceway. While the ideal situation would be to have the command and control function operate from a more permanent fixed facility the costs associated with that type of facility are presently prohibitive. As an alternative the Fire Department worked in partnership with the City of Glendale to utilize the Unified Command Center (UCC) operated by the Glendale Police Department to serve as the on-site unified emergency services center for the April 2008 NASCAR race. The April race served as a pilot project to determine whether or not the UCC would be a suitable interim approach.

The UCC is a 60 foot tractor trailer unit with support truck that is designed to serve as a field command and control center for significant multi-day incidents or events, like NASCAR. The vehicle has a wide range of technological capabilities including satellite linkage, mesh and mast cameras and phone, radio and data support for 20 command positions. The majority of the initial cost for the \$4 million vehicle was provided through Homeland Security grant funding.

DISCUSSION:

By utilizing the UCC for the April race we were, for the first time, able to house the command and communications functions for all emergency services operating at PIR in a single location. A number of valuable lessons were learned during the event but the consensus was that the project was an overwhelming success and use of the UCC to support our operation at NASCAR events should be continued.

For the April race Glendale PD provided the vehicles and support staff necessary to operate the UCC on a 24-hour basis for 5 days at no cost to Avondale. In our initial discussions with Glendale we indicated that if the pilot was successful and they would agree to our continued usage of the UCC we would attempt to identify funding to assist in upgrading the technological infrastructure associated with the vehicle. Due to the rapidly changing technological environment equipment upgrades within the UCC are routinely necessary. This funding would be provided in lieu of paying for the overtime associated with the Glendale PD personnel necessary to staff the UCC while deployed.

In return for Glendale providing the UCC and associated support personnel for two NASCAR races each year Avondale would provide \$25,000 in equipment, as identified jointly by Avondale and Glendale, to support upgrades to the UCC's technology or communications infrastructure. Fencing

to secure the area around the UCC, hardwire data and phone connections and temporary power to support the UCC would be provided by PIR for each event.

BUDGETARY IMPACT:

The Fire Department CIP has a funded project (FR1039) to finalize the electrical work for the buildings at the Avondale/Goodyear training site at 4th Street and Lower Buckeye. Not all the funding allocated for the project will be necessary due to changes in scope, primarily related to changes made possible through discussions with APS and our facilities staff. As a result funding is available to create a new project which would support the capital needs related to Avondale's use of the Unified Command Center in support of fire department NASCAR operations.

RECOMMENDATION:

Staff recommends that the Mayor and Council authorize the creation of a new project within the Fire Department Capital Improvement Program (CIP) and the transfer of \$25,000 within the Fire Department CIP to support the use of the Glendale Unified Command Center for NASCAR events.

ATTACHMENTS:

Click to download

 [Unified Command Center Photos](#)

Unified Command Center
Exterior Views



Unified Command Center
Deployment Set Up

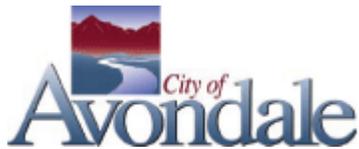


Unified Command Center
Interior Command Positions



Unified Command Center
Interior Support Areas





CITY COUNCIL REPORT

SUBJECT:

Update on Green Friday Program

MEETING DATE:

October 6, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

This agenda item seeks to provide the City Council with feedback regarding the "Avondale Goes Green -- Green Friday" pilot program.

BACKGROUND:

Avondale's Green Friday program was brought forward by the Employee Retention and Recruitment Committee, which suggested alternative work schedules as a benefit to City of Avondale employees. In May 2008, the City Council directed staff to conduct a Green Friday pilot program over a period of several weeks, during which time, staff would evaluate its impact on employee productivity/morale, customer service/resident satisfaction, as well as the city's carbon footprint as it relates to energy savings and meeting its trip reduction goals.

Green Friday was launched on June 2, 2008 with new extended City Hall hours from 7 a.m. to 6 p.m. Monday through Thursday, and closed on Friday. City services such as Police, Fire, Courts, Sanitation/Recycling, Neighborhood & Family Services, including Code Enforcement continued to be offered on Fridays. In addition, Avondale's two libraries and two community centers remained opened to serve the public. The idea behind Green Friday was to provide a customer convenience schedule offering longer hours of service four days a week for those customers coming to City Hall, while assuring that the majority of Avondale residents continued to experience seamless customer service.

Avondale's Green Friday program was preceded by a comprehensive public information and outreach effort that included print, radio, as well as television interviews with all the major broadcasting stations. Avondale was the first city in the state to "go green" on Friday (the City of Yuma currently closes every other Friday.) Since implementing Green Friday, numerous cities around the country have followed suit, including Queen Creek, Birmingham, Ala., and the state of Utah. Staff has been contacted by dozens of cities and organizations, including the Governor's Office, about how Avondale implemented its Green Friday program.

In addition to the media publicity, Avondale's environmental leadership is also being recognized in other ways. The Green Friday program recently was named as a finalist in Valley Metro's 2008 Clean Air Campaign Awards, for Outstanding Trip Reduction Program – 150-499 Employees and Best Marketing Event or Campaign. Winners will be announced in late October.

DISCUSSION:

Staff evaluated Avondale's Green Friday initiative in the following areas:

Trip Reduction

Above and beyond providing an alternative work schedule for employees, the compressed work

schedule will help the City meet its trip reduction goals for City Hall. Maricopa County requires that all employers with more than 50 employees implement a trip reduction program – whether it is through alternative work schedules, telecommuting, carpooling, transit etc. One way to measure the effectiveness of the program is taking into account a company's single occupancy rate. Prior to implementing the Green Friday schedule, Avondale's single occupancy vehicle (SOV) rate was around 85%. Approximately 200 of Avondale's 600 employee workforce are housed at City Hall. Closing the building on Friday means that there are 200 less cars on the road during peak commute hours in the morning and in the afternoon, driving to and from work. Pending the outcome of a survey which will be conducted this month by Maricopa County's Trip Reduction Program, staff believes it will meet the County's goal of 60% SOV rate.

An employee survey conducted in August asked employees how many miles a day they traveled to work. Based on the responses from 257 respondents, staff estimated that Green Friday saves at least 3,014 miles NOT commuting to work on any given Friday – that translates to 144,672 miles annually.

Facilities and Energy

Savings During the trial period, staff assessed the direct savings that was realized by operating four days a week. The frequency of janitorial services was reduced one day to correspond to the new city hall hours. Our contracted janitorial company reduced their monthly fee by \$787.00, which provided an estimated annual savings of \$9,444.00.

The savings for electrical usage can be accounted for in two specific areas. First, the City Hall building has its own electric meter. Staff tracked the electrical usage of the building and compared the three (3) month trial period to the previous six (6) months of use. During the period of December 2007 – May 2008 the average monthly electrical usage on a 5-day work schedule was 93,800KW. During the trial period of June – August 2008 and the 4-day schedule the average monthly electrical usage was 81,760KW. This was an average savings of 12,040 kW per month. Our average cost per kilowatt hour is .0943, which provides a monthly savings of \$1,135.37, or an annual savings of \$13,624.

Secondly, staff reviewed the operation of the Chiller Plant system which provides the chilled water for our air conditioning. We were not able to do the same monthly comparison because the trial period occurred during the heaviest demand months for air conditioning. However, the 4-day schedule allowed staff to increase the night time and weekend temperatures starting on Thursday evening. Our weekend temperature set point is 85 degrees which allows the City Hall building three (3) full days with minimal air conditioning needs. During the past year, staff also raised the cooled water settings of the plant from 42 degrees to 50 degrees and raised the building thermostats 2 degrees which provided significant reduction in our electric use for the plant. Staff compared the same three (3) month time period from 2007 and 2008. During June – August with the 4-day schedule our average monthly savings for the chiller plant was \$2,571 or over \$30,000 annually.

Customer Service

Staff from the One-Stop-Shop counters at City Hall – namely Development Services, Water Billing and Parks & Recreations -- kept track of the number of walk-in customers who took advantage of the extended customer hours Monday through Thursday (7 to 8 a.m. and 5 to 6 p.m.). The numbers are as follows:

| | |
|--------|---|
| June | 544 |
| July | 561 |
| August | 542 |
| Total | 1,647 (average of 550 customers served a month) |

These numbers do not include customers served by other departments within City Hall, such as the City Clerk's Department, Sales Tax, Human Resources and other administrative services. The numbers also do not include telephone calls received during the 7 to 8 a.m. and 5 to 6 p.m. hours.

Staff also surveyed City Hall customers both prior to the launch and during the Green Friday pilot program. Overall, customer satisfaction was very high. A majority (82%) of those surveyed during a two-week period in August were in favor of the Green Friday schedule. Customer concerns about City Hall being closed on Friday have been minimal. Hotline telephone numbers are posted on the website, as well as in front of the City Hall building on Fridays for customers who show up unaware of the new schedule. Staff has not received complaints over the city website. The Citizen Liaison Office, which continues to take customer calls on Friday, reports that there have been no major complaints from the public about Green Friday.

Employee Survey

Avondale employees were surveyed regarding their opinions about Green Friday. The survey, conducted during the period of Aug. 14- Aug. 28, 2008, brought in 257 responses (approximately 42% of the workforce. A majority of police and fire personnel did not participate in the survey because they already work an alternative work schedule.) Eighty-two percent (82%) of those surveyed said they wished the City to continue with the Green Friday schedule; 4% had no opinion, and 6% said Green Friday should be implemented during the summer months only. The 8% who did not wish to see Green Friday continue cited issues with getting their children to school on time, "longer days" and affect on taking evening classes. For the most part, comments and feedback from employees about Green Friday have been very positive. Some employees have said that they feel more productive working 10 hours as opposed to an 8-hour day; others have said that by scheduling personal appointments on Friday, they are less likely to take time off work during the week. Employees have also said that having a three day weekend allows for more quality time with the family. Gas savings has also been cited as a positive factor.

Observing Holidays

If Council decides to continue with the Green Friday schedule, the City will continue to observe those state and federal holidays currently observed on the City calendar, such as Veterans Day, Memorial Day, Independence Day, Christmas and Thanksgiving. City buildings will close on those observed holidays. Should the holiday fall on a Friday, City Hall will not close on Thursday. Employees' holiday benefits will not be affected, nor will the City incur any additional costs associated with holiday pay. Employees will continue to receive 88 hours of holiday pay, which will go into a "Holiday Bank."

BUDGETARY IMPACT:

Staff has worked to ensure that the four day workweek will not have a negative impact to the City budget. In fact, the Green Friday schedule has helped the City to realize cost savings from reduced energy consumption and in the area of janitorial services.

RECOMMENDATION:

This item is presented to Council for its direction regarding continuing Green Friday in Avondale.

ATTACHMENTS:

Click to download

 [Green Friday Information Packet](#)

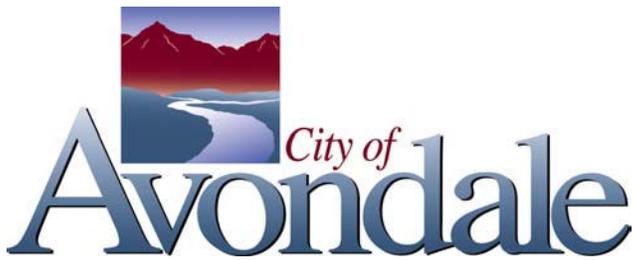


Our new City Hall hours are designed to serve you better *and* help the environment!

Customer-Convenience Hours:

Monday - Thursday, 7 am - 6 pm • Closed on Fridays

Green Fridays - Doing our part to
Improve Air Quality • Conserve Energy • Protect the Environment
www.avondale.org



Public Information Office

News Release

For immediate release: May 8, 2008

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AVONDALE TO PILOT “GREEN FRIDAY” SCHEDULE BEGINNING JUNE 2

The City of Avondale will test a new schedule aimed at enhancing customer service by extending City Hall hours four days a week, and promoting air quality by closing on Fridays.

Avondale will launch its Green Friday schedule beginning June 2, 2008. City Hall will be open for business Monday through Thursday from 7 a.m. to 6 p.m. to provide two extra hours of customer service to residents and those doing business with the city. City Hall will be closed on Fridays.

However, many city services will continue to be offered on Fridays, including curbside recycling pickup, graffiti abatement, code enforcement, as well as senior and social service programs at Avondale’s community centers. The Avondale City Court will be open Monday through Friday, and the city’s two libraries will remain open six days a week. Essential police and fire services will be offered seven days a week, as will calls for emergency services such as water line breaks. Customers will also be able to take advantage of on-line services such as paying their utility bill on-line. On-line registration for recreation classes will be offered later this summer.

Starting June 2

Avondale AZ

GOES GREEN

Our new City Hall hours are designed to serve you better *and* help the environment!

Customer-Convenience Hours:
Monday - Thursday, 7 am - 6 pm • Closed on Fridays

Green Fridays - Doing our part to
Improve Air Quality • Conserve Energy • Protect the Environment
www.avondale.org

The city will test the new schedule throughout the summer months, and provide feedback to the City Council sometime in September. The new schedule will be evaluated on its benefits to residents and employees; cost savings in energy consumption, and its effectiveness in meeting county-mandated trip reduction goals.

“Extending our customer hours beyond the traditional 8 a.m. to 5 p.m. workday will make government more accessible to our residents,” said Avondale City Manager Charlie McClendon. “This change will be especially beneficial to our working residents, who will now be able to take care of business at City Hall without having to take time off during their busy work days.”

McClendon pointed out that city employees will continue to work 40 hours a week, many of whom will work four 10-hour days to provide extended service Monday through Thursday.

Assuring seamless customer service is a top priority for the city. A majority of the residents and business customers surveyed last month stated they would take advantage of extended hours offered by the City Monday through Thursday. Most also said that they would be able to conduct business on any other day if City Hall were to close on Friday.

McClendon also noted the environmentally-friendly aspects of Green Friday. “Avondale prides itself as a steward of the environment,” he said. “Maricopa County mandates that all cities develop a Trip Reduction Program to reduce traffic impacts on air pollution and emissions in our communities. With Green Fridays, Avondale employees will be driving to and from work one day less each week, avoiding rush hour traffic and doing their part to decrease current levels of congestion and pollution.”

For more information, visit www.avondale.org/green.

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ABOUT AVONDALE'S GOING GREEN/GREEN FRIDAY PILOT PROGRAM

Extended City Hall Hours to Serve our Residents

Beginning on June 2, the City of Avondale will extend its official works hours to include early morning and evening times. Residents can conduct business at City Hall any time between **7 a.m. and 6 p.m. Monday through Thursday**. These additional hours will allow residents to maximize their time with more flexible hours to visit City Hall. The City of Avondale prides itself on offering residents progressive services and is proud to be the first city in the metro area to implement this exciting plan.

City Hall will be closed on Fridays. However, many city services will continue to be offered on Fridays, including curbside recycling pickup, code enforcement, graffiti abatement, as well as senior and social service programs at Avondale's community centers. The Avondale City Court will provide service Monday through Friday, and the city's two libraries will remain open six days a week. Essential police and fire services will continue to be offered seven days a week, as will calls for emergency services such as water line breaks. Customers will also be able to take advantage of on-line services such as paying their utility bill. On-line registration for recreation classes will also be offered later this summer.

Avondale hotline phone numbers will continue to be monitored every day. If you have an emergency such as a broken water line, streetlight outage, see traffic signs down or notice graffiti, your call to the appropriate hotline will be monitored and the city will respond according to the nature of the emergency. Below are some important hotline phone numbers:

| | |
|----------------------|--|
| Broken Water line | 623-333-4400 623-333-7001 (after hours) |
| Citizen Liaison | 623-333-1601 |
| Dead Animals | 623-333-4700 623-333-7001 (after hours) |
| Graffiti | 623-333-2702 |
| Non-emergency Police | 623-333-7001 |
| Speeding | 623-333-7013 |
| Streetlight Outage | 623-333-4201 |
| Traffic Signs | 623-333-4201 |
| Waste of Water | 623-333-4422 |

Avondale is Focused on the Environment

Maricopa County mandates that all cities develop a Trip Reduction Program to reduce traffic impacts on air pollution and emissions in our communities. With Green Fridays, Avondale employees will be driving to and from work one day less each week, avoiding rush hour traffic and doing their part to decrease current levels of congestion and pollution. By closing City Hall on Friday, Avondale is meeting its commitment to reduce the number of employee vehicle trips to City Hall which means cleaner air for all of us.

In addition to the environmental benefits, the City anticipates saving on utility costs like electricity, heating/cooling, water usage and janitorial services by closing City Hall one day per week.

Answers to frequently asked questions about Avondale's Going Green pilot program can be found at www.avondale.org/FAQ.asp

Frequently Asked Questions

Q: What will City Hall's new hours be?

A: Beginning June 2, City Hall will be open from 7 a.m. to 6 p.m., Monday through Thursday. City Hall will be closed on Friday.

Q: Why is the City implementing this pilot program of closing City Hall on Friday?

A: The City Council agreed to this pilot program as a means to provide our residents extended time to conduct business with the City, to determine if potential cost savings associated with energy consumption could be achieved, and to assist the City in meeting county-mandated trip reduction goals.

Q: Why extend the hours of City Hall?

A: Many Avondale residents have to take time out of their work day to access services at City Hall such as paying a water bill or signing their child up for recreation classes. Extended hours at City Hall will allow residents to visit City Hall before or after their work day.

Q: How long will this pilot program run?

A: City staff will report back to the City Council in September with feedback related to having City Hall closed on Friday.

Q: Will other City services be affected by the closure of City Hall on Friday?

A: No, many City services will continue to be offered on Fridays, including curbside recycling pickup, code enforcement, graffiti abatement, and senior and social service programs at Avondale's community centers. The Avondale City Court will be open Monday through Friday, and the city's two libraries will remain open six days a week. Essential police and fire services will continue to be offered seven days a week, as will calls for emergency services such as water line breaks.

Q: Will City employees be working less hours by having Friday off?

A: City employees will continue to work 40 hours a week, many of whom will work four 10-hour days to provide extended service Monday through Thursday.

Q: Will I still be able to pay my utility bill on Friday?

A: A payment drop box is available in the circle drive of City Hall. Payments dropped off on Friday will be processed the following Monday. Payments made via the drop box must be either check or money order. (No cash please.) Payments for utility bills may also be made over the City's website, www.avondale.org or through your financial institution.

Q: Will I be able to turn my water on/off on Friday?

A: Water turn on/off will occur Monday through Thursday. The City's Water Resources Department makes every effort to turn on/off service on the same business day that the service was requested.

Q: Will the day my water bill is due be affected by City Hall being closed on Friday?

A: Water bill payments will be adjusted so that they are no longer due on a Friday.

Q: When will passport services be offered?

A: Passport services in Avondale will be offered Monday through Thursday, from 7 a.m. to 1 p.m. Please call (623) 333-1200 for more information.

Q: Can I still schedule construction inspections on Fridays?

A: During this pilot period the City's Development Services and Engineering Inspection services will not be available on Friday. Please contact your inspector for scheduling options. Please call (623) 333 4001 for more information.

Q: Will there be someone I can contact on a Friday if I have a question?

A: Yes, the City's Citizen Liaison will be available on Friday from 8 a.m. to 5 p.m. to attend to resident issues. The Citizen Liaison can be reached at 623-333-1601.

AVONDALE TO PILOT “GREEN FRIDAY” SCHEDULE BEGINNING JUNE 2, 2008. EXTENDED CITIZEN HOURS 7 TO 6

Frequently Ask Questions & Answers

Why Green Friday?

Based on the survey and feedback given to the Retention and Recruitment Committee, the majority of employees wanted to provide residents with extended hours of service, reduce their commute time, support the environment, and spend more time with their families. In April 2008, the City Council directed city management to proceed with a pilot program for Green Friday in Avondale.

What hours will City Hall employees work?

Employees at City Hall will provide two extra hours of customer service to residents, Monday through Thursday from 7 a.m. to 6 p.m. Employees will continue to work a full 40 hour week, by working four 10-hour days. City Hall will be closed on Fridays. However, many city services will continue to be offered on Fridays, including curbside recycling pickup, code enforcement, graffiti abatement, as well as senior and social service programs at Avondale’s community centers. The Avondale City Court and the city’s two libraries will remain open six days a week. Essential police and fire services will continue to be offered seven days a week, as will calls for emergency services such as water line breaks. Customers will also be able to take advantage of on-line services such as paying their utility bill. On-line registration for recreation classes will also be offered later this summer.

Can I take a half hour vs. an hour for lunch?

Each Manager will work with their teams to determine the best schedule for their departments.

How long will this schedule last?

The city will test the new schedule throughout the summer months, and provide feedback to the City Council sometime in September. The new schedule will be evaluated on its benefits to residents and employees; cost savings in energy consumption, and its effectiveness in meeting county-mandated trip reduction goals.

What about Holidays that fall on Friday?

As with many organizations, holidays are considered a day of relaxation or honor, depending on the purpose of the day. If the holiday falls on a Friday, employees working a 10 hour shift will be given 10 hours in their personal bank. If it is determined that “Green Fridays” are not going to be continued, our holiday schedule will revert back to the current policy and any 10 hour personal bank will go back to 8 hours.

Will this schedule have an effect on my salary or job responsibilities?

This work arrangement will have no effect on your salary, or job responsibilities and it is expected that this work arrangement will not reduce your productivity.

What happens if there are special projects that need to be done on Green Friday?

Your Manager will determine if it is necessary for you to forgo your flexible work arrangement to support unusual projects or conditions in the office. It is expected that you will make every attempt to adjust your schedule accordingly.

Can I come into the office on Green Friday?

Your Manager will determine if there is a need for you to come into the office on Green Friday. However, unless prior arrangements are made, there will be no air conditioning on in the building and all lights will be off. It will up to your managers to determine your security access into the building.

How many hours do I take for vacation and or sick time?

Employees still work a 40 hour work week. Therefore, vacation and sick time is taken as 10 hours.

Can I work an alternative schedule?

City Hall will be open from 7 a.m. to 6 p.m. and employees will need to be staffed accordingly. Manager will be responsible to determine if there are needs outside these start times.

What about Child Care issues?

Information is being collected from local Day Care Centers and will be available for employee review. Employees can work directly with the centers to determine what best fits their schedules.

Has there been any contact to stake holders; contractors, vendors, about Green Friday?

Yes, each department is responsible for advising their vendors of Green Friday.

What about any additional overtime hours generated for emergency issues.

Department Managers will be responsible to determine their emergency needs.

When will we get our paychecks?

Live checks will be available for pickup Thursday afternoon. Direct Deposit printouts will be available by Monday.



West Valley View

The community newspaper of Avondale, Buckeye, Goodyear, Litchfield Park & Tolleson, AZ
Phone (623) 535-8439

Wednesday, April 16, 2008

Fridays off? *weighing options to increase employee satisfaction*

Wednesday, April 16, 2008

Can a city still function when a bulk of its employees are permitted every Friday off?

That's something Avondale is considering to boost its employee recruitment and retention efforts, and to perhaps save on operational costs.

At a Monday work session, Sammi Curless, assistant to the mayor and council, and chairwoman of the city's Employee Retention and Recruitment Committee, proposed a number of concepts for the city to consider that would "all have a positive impact on our employees, both current and future."

One such concept was that of "Green Friday," which proposes City Hall and some other municipal facilities be closed every Friday.

The Avondale City Council directed staff to pilot the idea during the summer from Memorial Day to Labor Day.

A primary component of Green Friday is that city hours would be extended an additional two hours Monday through Thursday "for the convenience of our customers who are not able to come in during the typical 8 a.m. to 5 p.m. business hours," Curless said.

"We're calling it a 'customer convenience schedule,'" said Cherlene Penilla, Avondale's director of human resources. "Our citizens would really appreciate those extended hours in the mornings or the evenings."

Councilwoman Stephanie Karlin thought the concept of Green Friday was a good idea, but worried about closing City Hall completely on Friday, because "a lot of people get paid on Friday and so they like to go and pay their bills especially before the water gets shut off."

Still, she and other members of the council thought it was a good idea to at least give Green Friday a try, thus allowing the city to measure the impacts the concept would have on customer service and cost savings.

Green Day

The notion of Green Friday is practiced in some cities across the country, including in Yuma, North Las Vegas and various California municipalities, Curless said.

"From the conversation that our committee members had with the city of Yuma, [Yuma officials] did not have any customer service issues that they expressed to us, though I'm sure they did initially because it was a new concept," she said.

Known as "Black Friday" or "Dark Friday" in other organizations, Avondale has opted to refer to the idea as "Green Friday" for its potential environmental and cost-savings benefits and because of Avondale's unique stance on environmental stewardship, city officials said.

"Employees are interested in having flexible schedules and having more time to spend with families," Penilla said. "Giving them a day off during the week, you typically see a reduction in sick leave on a schedule like that."

Before Green Friday would be piloted, city staff would survey residents at City Hall to find out what their needs are and to make sure their needs are met, said Pier Simeri, a city spokeswoman. "The details of that are being worked out right now."

Not all city employees would participate in Green Friday, she said, adding police and fire crews, along with selected city staff members, would have to work because of necessity.

Other recommendations

The Employee Retention and Recruitment Committee, comprising 11 city employees from various city departments, met seven times between November and March to discuss ideas and develop recommendations aimed at recruiting and retaining employees.

Curless said an employee survey was sent to all city employees in January that inquired about flexible work schedules. Close to 260 individual responses were returned, accounting for roughly 48 percent of city staff.

The survey found that 60 percent of Avondale employees from numerous departments already work some type of alternative schedule as it is, Curless said. Alternative work schedules include working 80 hours during a nine-day period, working four 10-hour days and working three 12-hour days.

Such schedules have not had an impact on public service, "and in fact, they've actually proven to be more efficient" in some departments, Penilla said.

"We did focus the survey on alternative work schedules because we know that we've lost employees and candidates for positions because they either need or want flexibility in their schedules," Curless said. "And we've found, just with the changes in the generations, that [alternative work schedules] have become more of an expectation for both public and private organizations."

Taking employee responses, as well as budget restraints into consideration, the Employee Retention and Recruitment Committee came up with the following recommendations requiring council feedback:

- Implement Green Friday
- Close City Hall a half-day early on Christmas Eve.
- Increase vacation buyback for an additional 40 hours and offer buyback opportunities one additional time per year.
- Modify the bereavement policy to allow for one day of leave for the death of an extended family member.
- Establish a program to support employees who wish to participate in local volunteer opportunities during work hours.
- Allow employees 30 minutes during the day for exercise at the worksite.

Council chimes in

But not all of those recommendations were greeted with open arms by the Avondale City Council. Besides directing staff to pilot Green Friday, the council showed support for changing the bereavement policy and allowing for more flexible schedules.

"I think if we modify the flexible work schedule, I think we address some of these [recommendations]," Councilman Chuck Wolf said, adding he didn't think it was a good idea to pay employees for volunteering and other such activities while on the job.

Costs associated with closing City Hall early on Christmas Eve and allowing for additional hours in vacation buyback dissuaded the City Council from pursuing those recommendations.

Still, the council gave its blessing on a number of other proposals made by the Employee Retention and Recruitment Committee.

Those included partnering with childcare providers to provide discounts to city employees; creating a "fun" or "employee morale" committee in charge of quarterly activities; developing a department-specific recognition program; increasing healthcare flexible spending; and increasing training opportunities and offer opportunities for experience within other departments.

For information, visit www.avondale.org.

Frank Morris can be reached by e-mail at fmorris@westvalleyview.com.

Avondale City Hall to launch new hours

View report

Starting June 2, Avondale is going green.

Through Labor Day, City Hall, 11465 W. Civic Center Drive, will operate on its trial "Green Friday" schedule.

During the three-month period, City Hall will be open for business an extra two hours Monday through Thursday, from 7 a.m. to 6 p.m. It will be closed for business every Friday.

The new hours of operation are geared toward enhancing customer service while promoting air quality and energy efficiency, city officials said.

Though City Hall will close its doors on Fridays, many city services will continue to be offered on Fridays, including curbside recycling pickup, graffiti abatement, code enforcement and senior and social service programs at Avondale's community centers, officials said.

The Avondale City Court will be open Monday through Friday, and the city's two libraries will remain open Monday through Saturday.

Meanwhile, police and fire services will be offered seven days a week, as

will calls for emergency services, such as water line breaks.

Additionally, residents can use online services such as utility bill payments at www.avondale.org. Online registration for recreation classes will be offered later this summer, as well.

City staff is expected to provide feedback to the Avondale City Council in September about the Green Friday pilot. The schedule will be evaluated on its benefits to residents and employees, cost savings in energy consumption and its effectiveness in meeting county-mandated trip reduction goals, officials said.

A majority of residents and business owners surveyed at Avondale City Hall last month said they would take advantage of the extended hours offered Monday through Thursday, officials said.

Most people surveyed also said they would be able to conduct business on any other day if City Hall were to close on Friday, officials added.

For information on Avondale's Green Fridays initiative, contact City Hall at 623-333-1000, or visit www.avondale.org/green.



Money

SECTION B

Monday, June 2, 2008

Fuel prices drive some to try four-day workweeks

By Stephanie Armour
USA TODAY

Escalating gas prices are prodding businesses and local governments to take a drastic step to curb costs: Many are cutting back to four-day workweeks, with employees generally working four 10-hour days instead of five eight-hour days.

In most cases, they're acting because of pressure from employees who want shorter workweeks, which generally mean lower driving costs. Companies and local government offices are shortening individual workweeks with staggered schedules, but in most cases, staying open five days.

It's a sign of how deeply gas prices are cutting into employees' pay and businesses' bottom lines. The last time four-day workweeks came into vogue was during the gas run-up in the 1970s.

► In Alabama, the city of Birmingham

decided to adopt a four-day week for employees starting July 1.

"We are doing it in an effort to help employees save some money on gasoline," says Deborah Vance, chief of staff to the mayor. "Offices and departments that deal directly with the public will maintain their five-day schedule."

► On June 2, road crews in Walworth County in Wisconsin will start working four-day shifts. Shane Crawford, a deputy administrator, said his county experimented with four-day workweeks last summer: Crews spent less time on the road driving to and from work sites, reducing fuel and overtime costs.

► Starting June 1, Avondale, Ariz., will move to a four-day workweek at City Hall. That eliminates one day of commuting for about 150 employees. Claudia Whitehead, the town's economic de-

Dealing with higher gas prices

As gas prices rise, some employers are trying to help workers cope. Some strategies:

| | |
|--|-----|
| Raise mileage reimbursement to IRS maximum | 42% |
| Offer flexible work schedule | 26% |
| Telecommuting | 18% |
| Public transportation discounts | 14% |
| Rewarding performance with gas card | 14% |

Source: Society for Human Resource Management's What Employers Are Doing to Help Their Employees with High Gas Prices in 2008 survey of 553 human resource professionals conducted from May 6, through October 5. * -5.0 percentage points.

► States tout one-tank tourism, 4B

velopment director, who says her monthly gas costs were starting to rival her car payments, spends about two hours a day commuting. "It'll have a real positive impact," she says.

Among businesses, 26% are offering a flexible schedule to help employees with high gas prices, a May survey by the Society for Human Resource Management found. And nearly half of professionals say higher gas prices have af-

fected their commutes, according to a recent survey by Robert Half International, up from 34% two years ago in a similar survey.

Some employers that can manage it are moving to shut down for one day. For one day a week, vehicles used for work can sit idle, or air conditioning can be kept off.

Chris Messineo of Georgia, Vt., used to drive his minivan to work. Now, when he isn't telecommuting, Messineo drives a Saturn Ion. The minivan gets 15 miles per gallon; the Saturn, up to 30. "Unfortunately," Messineo says, "to get around, you need gas."

Contributing: Dennis Wagner, *The Arizona Republic*; Adam Silverman, *The Burlington (Vt.) Free Press*; Rick Neale, *Florida Today*; Marty Roney, *The Montgomery (Ala.) Advertiser*; Ben Jones, *The (Wis.) Post-Crescent*; Maureen Milford, *The (Wilmington, Del.) News-Journal*; Katharine Lackey; Andrew Seaman.

City commits to environment



AVONDALE

Sammi Curless, an Avondale City Council assistant, helps plant an ash tree at City Hall as fellow employees look on. The tree symbolizes the commitment Avondale is making to the environment through Green Fridays. Beginning this week, City Hall is now open from 7 a.m. to 6 p.m. Monday through Thursday and closed on Fridays. Avondale is helping to conserve energy, reduce pollution and help the environment.

City staff goes green

Avondale city staff planted a tree on May 30 kicking off Green Friday, a pilot program aimed to enhance customer service while helping the environment beginning on June 2.

Avondale City Hall's new hours will be Monday through Thursday from 7 a.m. - 6 p.m. and closed on Fridays. City Manager Charlie McClendon said closing the City Hall on Fridays will help get cars off the road reducing carbon gases in the environment improving air quality and conserve energy.

McClendon said the change in hours will allow residents to visit city hall before and after work.

The native ash tree, which requires low water use and is drought tolerant, was planted on the southeast side of City Hall, near the crosswalk to the Civic Center Library.



Sammi Curless, assistant to the Mayor and Council, helped plant a tree.



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By Larry Copeland, USA TODAY

Utah this summer will become what experts say is the first state to institute a mandatory four-day work week for most state employees, joining local governments across the nation that are altering schedules to save money, energy and resources.

Gov. Jon Huntsman, a first-term Republican, says he's making the change to reduce the state's carbon footprint, increase energy efficiency, improve customer service and provide workers more flexibility.

RELATED STORY: Gas prices spurring switch to 4-day week

"The reaction (from the public) has been very much a willingness to give this a go," he says.

The change will apply to about 17,000 employees, roughly 80% of the state workforce, Huntsman says. Public universities, the state court system, prisons and other critical services will be exempt. Residents still will have sufficient access to state offices, many staying open from 7 a.m.- 6 p.m., and more than 800 state services are available online, he says.

Leslie Scott, executive director of the National Association of State Personnel Directors, says Huntsman's action is a first. "Most states have a four-day work week option for their employees, but Utah is the first to go to a mandatory four-day work week," she says. "A good number of the states are encouraging their agencies and managers to offer a four-day work week whenever possible."

The four-day work week is fairly common among city and county governments. Rex Facer, an assistant professor at Brigham Young University whose research team is studying the four-day work week concept, estimates that about one-sixth of U.S. cities with populations above 25,000 offer employees a four-day work week. His projection is based on the team's continuing survey of 150 city human resource directors.

Facer expects more cities to begin shuttering offices on Fridays. "The increasing pressures the American is facing around gas prices is certainly a significant factor, and the overall fiscal pressures governments are facing in general," he says.

Jacqueline Byers, director of research at the National Association of Counties, says the four-day work week is gaining in popularity among county governments. Marion County, Fla., has a mandatory four-day work week for employees; Oconee County, S.C., and Walworth County, Wis., have it for road work crews, while Will County, Ill., has it for the auditor's office. Oakland County, Mich., is seeking volunteers for a four-day work week, and Miami-Dade County, Fla., and Suffolk County, N.Y., are moving toward it, she says.

"They like it for a couple of reasons," says Byers. "They're not able to give raises, so this is like a bonus, to cut off one day's commute. Also, if they can close a whole department (for a day), they save money for the county."

It takes some adjusting. "One thing that has to be changed is the level of expectation from taxpayers, because they've always wanted five-day access," Byers says. "They have to adjust to offices that are open longer on weekdays, but closed on Fridays."

Cities offering employees condensed work weeks include Coconut Creek, Fla., Birmingham, Ala., and Avondale, Ariz., according to the National League of Cities.

In Utah, the new schedule starts Aug. 4. In the meantime, Huntsman says, the state is moving to iron out problems for employees with child-care concerns and those using public transportation that currently would not accommodate a longer workday.

Huntsman says the change will help Utah reach its goal of reducing energy use 20% by 2015.

Beyond the energy and financial implications, the four-day work week is a quality-of-life issue for many. Huntsman says it is especially popular among younger employees and that his action will make Utah more competitive in luring talent.

Facer agrees that an improved "work-life balance" often results from a shorter work week.

"More and more young workers are entering the work force," Facer says. "They're looking for ways to enhance their work-life balance. Alternative work schedules offer more of this work-life balance than do traditional work schedules."

What are the pros and cons of a four-day work week? Would you switch to a four-day week if you could? Would you rather have government offices open five days a week or open longer hours for four days a week?

Find this article at:

http://www.usatoday.com/news/nation/2008-06-30-four-day_N.htm

Check the box to include the list of links referenced in the article.

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TGI Thursday?: State mulls four-day workweek

By Howard Fischer

CAPITOL MEDIA SERVICES

Arizonans looking for state services might find the days they can get them reduced by 20 percent.

Gov. Janet Napolitano has directed the Department of Administration to study whether the state should put at least some of its employees on a four-day workweek. That would put Arizona in line with Utah, whose governor, Jon Huntsman, ordered the change to save money while reducing energy use and pollution.

The study comes as the Casa Grande school district and the town of Sahuarita are debating similar proposals. (See *Sahuarita story on AzStarBiz.com*)

A recommendation from the Department of Administration could be ready by the end of the month.

"There's obviously pros and cons," the governor said. And Napolitano said that while the concept might work for certain services, it would make no sense for others. But she did not spell out which services she thinks might end up on a four-day schedule.

That kind of schedule promotes various types of savings.

If nothing else, having workers commute 20 percent less would result in less air pollution and less fuel use. And if state offices are closed on Fridays, that saves the cost of lighting and air conditioning or heating.

Alan Ecker, spokesman for the Department of Administration, said his agency is checking other governments elsewhere that have implemented a four-day workweek.

Utah is, to this point, no help: The change will not occur until later this summer. But there are communities such as Birmingham, Ala., that have employees working 10-hour shifts four days a week.

Ecker said one thing being explored is the pattern being used there: The offices remain open five days a week, with some employees getting Mondays off and others taking off the last day of the week. That ensures that residents are able to access services during what otherwise would be normal Monday-through-Friday business hours.

But closer to home, the city of Avondale, west of Phoenix, instituted a "green Friday" program last month, opting to keep most of its offices open from 7 a.m. to 6 p.m. Monday through Thursday. And Queen Creek followed suit more than two weeks ago with its own Monday-through-Thursday pilot program.

Ecker said one factor to consider is whether to force state workers into a four-day week, which is what is happening in those two communities. And he agreed with Napolitano that whatever proposal is adopted likely will not be applied to all state agencies.

"What we've found preliminarily is that a one-size-fits-all (system) probably isn't the way to go," he said.

Related story: Sahuarita looks at shorter workweek.

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West Valley View, Litchfield Park, Arizona, Friday, July 18, 2008

4-day workweeks make more sense in today's world

The time has come for the majority of American workers to say goodbye to the five-day workweek.

With fuel prices higher than ever and likely to continue to climb, Americans must start considering ways to alter their routines in order to keep their heads above water.

We've all heard or read helpful tips about how to conserve energy, but we need even more dramatic changes to get us through the tough years ahead.

The city of Avondale is experimenting with a revolutionary energy-saving strategy. On June 2, the city started a new schedule for City Hall in which the daily business hours have been extended, but the business days have been decreased. City Hall is now open for business only four days a week — from 7 a.m. to 6 p.m. Monday through Thursday (closed Friday) — and many city employees are now working four-day workweeks. The primary reason for the change is to save city taxpayers money by cooling that huge building only four days a week rather than five. It makes sense.

The current five-day, 40-hour workweek was mandated by the federal government in 1938 via the Fair Labor Standards Act. Before that, many people were working from dawn to dusk, often seven days a week. Few people today would argue the previous standard was better than the 40-hour workweek.

But why 40 hours? It's an arbitrary number that seems to have been chosen for its symmetry — eight hours of work, eight hours to spend with our families and eight hours to sleep. It made sense at the time, but new situations call for new solutions.

Next month, Utah will institute a four-day workweek for most state employees. It's the first state to do so. Utah Gov. Jon Huntsman said he hopes the change will help the state reach its goal of reducing energy use 20 percent by 2015.

A four-day workweek might not make sense for every business or government agency, but it could be instituted in many — enough to make a huge dent in the nation's overall energy usage. Each business could choose its own options, such as a schedule of 10-hour days four days a week, or even a reduction in the total number of hours each employee works per week.

Of course, there are drawbacks, such as less convenience for business customers or city residents. But the benefits far outweigh the drawbacks.

Among the many benefits are:

- Reduced traffic congestion on the Valley's clogged freeways. Most West Valley workers commute to their jobs. If they had to commute fewer days, the freeways would have fewer cars on them at any given time.
- Reduced traffic congestion leads to less air pollution.
- Fewer cars on the road means fewer traffic accidents.
- Workers would save a considerable amount of money by driving to work one less day each week.
- The nation would save a considerable amount of oil if workers commuted one less day each week.
- Some businesses could even shut down their entire operations for an additional day each week (as Avondale did with its City Hall), thus saving even more money on cooling, heating, electricity and water bills.

At this point in history, four-day workweeks make more sense than five-day workweeks. The time has come and businesses, governments and school districts should give it serious consideration.

Ultimately, it might mean goodbye to TGIF and hello to TGIT. (Thank God, it's Thursday!)

Employers work to ease commuting costs to offset gas prices

by **Betty Beard** - Aug. 12, 2008 12:00 AM
The Arizona Republic

High gas prices have done more than suck away consumers' cash. They also have led many bosses to approve four-day workweeks, telecommuting options, flexible schedules and mass-transit subsidies.

Call it sticker shock. This year's pump prices stunned employers and employees alike into realizing that commuting alone to work could become prohibitively expensive for many workers.

Over time, consistently high gas prices could forever change how we work, experts believe.

Avondale has followed Utah's lead and switched to a four-day workweek, and Arizona is considering doing the same.

Other major employers, including Intel Corp., Salt River Project, Arizona Public Service Co. and Phoenix, already offer public-transportation subsidies, flexible schedules or telecommuting.

U-Haul also has about 500 employees working at home in sprawling metropolitan Phoenix.

After this year's run-up in gasoline prices to \$4 or more a gallon, more companies are expected to institute similar programs.

If that happens, experts say, workplaces could change in ways unimaginable, with huge growth in home offices and telecommuting, fewer big-building headquarters and less need for office parking garages, unless public transportation increases dramatically or vehicles become a lot more fuel-efficient.

Even though gasoline prices have come down somewhat, flexibility to help workers deal with gas prices, especially raising mileage reimbursement, has become the workplace perk of the year.

"It definitely has become a huge concern . . . as it centers around general satisfaction and ability to recruit and retain workers," said Steve Williams, director of research for the Society for Human Resource Management in Alexandria, Va.

"They (employers) realize that long-distance driving to work is past becoming a hassle. It has now become an economic issue, and the companies are addressing it by giving employees options," he said.

'Green Fridays'

The high price of gasoline is fueling the movement of closing offices on Fridays and switching employees to four-day workweeks and 10-hour shifts.

The Arizona Department of Administration began looking at compressed workweeks for eligible employees about a month ago as gas prices kept climbing, said Alan Ecker, agency spokesman.

There are about 40,000 state employees.

He said officials are investigating what they can do, given that the state has a legal obligation to be open for business Monday through Friday.

"People's lives outside of work may not allow a 10-hour day. They may be going to school. They may have secondary jobs. They may have day-care issues with their children. We're looking at all that," he said.

This month, Utah switched most of its agencies to a four-day week, opening from 7 a.m. to 6 p.m. Mondays through Thursdays.

It is a one-year experiment to save energy and help alleviate air pollution.

There are exceptions for prison guards, public-safety officers and some other departments.

Avondale on June 2 started a "green Friday" pilot program in which most city offices are closed Fridays.

Residents still can call police, get their garbage picked up and go to senior centers on Fridays, though.

Monthly stipends

Banner Good Samaritan Medical Center near downtown Phoenix earlier this year began offering a \$50-a-month stipend to hourly employees who commute at least 15 miles one way.

The idea is to thank employees who continue to commute to downtown Phoenix, even though there may be another Banner hospital closer to their homes.

Out of about 3,900 employees, 690 qualify.

"It sends a signal that we get it. I mean, \$50 may not be enough to get a tank of gas, but we get it," said Michael Fleming, chief human-resources officer at the hospital.

Other employers didn't have to do much differently this year in response to high gas prices because they already offered public-transportation subsidies, flexible schedules or telecommuting.

U-Haul International Inc. has about 500 employees working at home in various customer-service and reservation jobs in the Phoenix area. SRP offers a four-day workweek of 10-hour shifts. Another option is to work eight nine-hour shifts, which gives employees every other Friday off.

Company perks

The most popular perk being offered by companies around the country this year is to raise the mileage reimbursement, to the Internal Revenue Service cap, for employees driving their cars at work, according to a survey by the Society for Human Resource Management. The IRS raised that cap to 58.5 cents a mile for the second half of the year, starting July 1, an increase of 8 cents a mile over the first half of the year.

The society found that the percentage of companies matching the IRS amount climbed modestly, from 8 percent in 2005 to 13 percent in 2007, when gas costs surpassed \$3 a gallon. Then, when gas prices exceeded \$4 a gallon this year, the number soared to 42 percent. Percentages of companies offering telecommuting and public-transportation discounts also rose significantly from 2007 to 2008, the surveys said.

A survey by Challenger, Gray & Christmas Inc., a Chicago job-placement company, found that the percentage of employers who offer no programs to alleviate commuting costs fell from 86 percent in 2005 to 43 percent this year.

Transit options

Increasingly, employees are taking advantage of the perks their employers offer.

In February, Pamela Lynn, a north Phoenix resident who works as a secretary for the city in downtown Phoenix, finally took the city's offer to subsidize bus trips and began riding the bus. She not only saves on gasoline and wear and tear on her car but doesn't have to pay \$47 a month to park in a city lot. She is able to take an express bus and gets to work in less time than it took to drive.

"You just sit back and relax and watch the traffic that is stuck on the freeway as we go through the HOV (high-occupancy vehicle) lane and pass them by," she said.

Roxie Allen, a Phoenix customer-service clerk who also lives in north Phoenix, began in the spring to alternate between taking the bus and carpooling and estimates she is saving more than \$200 a month.

She has worked for Phoenix for 11 years, had never ridden a bus and was surprised to discover she likes it.

"It totally blew us away how nice the buses are, how quick it gets us down here, the number of time it runs, how easy it is to catch a bus. Whoa," she said.

SRP has had such an increased demand for its vanpools that it is buying five more Valley Metro vans. SRP already has 24, which the company believes is the largest fleet in the city. Each van carries eight riders, including a driver.

Members of one long-standing SRP vanpool, nicknamed Van Gough, that started in February 1999 have learned that they not only save gas and relieve the stresses of commuting but have become a social group. They have an annual Christmas party, sometimes meet for happy hour and have decorated their van with postcards from vacation trips.

"We've been together so long, we've been through graduations, weddings, deaths and cancer," said Carolyn Addie, a training analyst.

Telecommuting

A survey by Dice Holdings of 1,500 tech professionals found that 37 percent would take a cut in pay of up to 10 percent if they could telecommute.

But of all the options being offered to help employees deal with gas prices, telecommuting has been the most problematic and slowest to catch on, human-resources experts say.

Of 1,463 jobs listed recently on Dice.com, a Web site for technical professionals, only 10 listed telecommuting as a job option.

Tom Silver, vice president of customer service for Dice Holdings, a New York job-placement company that operates Dice.com, said one problem is that managers are so used to managing people face-to-face that they are unsure how to manage them in a virtual sense.

"Sometimes, companies might be a little slower on the pickup because moving people from the office to a home office involves different types of management practices in order to make sure employees are as productive as they need to be, that employees have a section of their house that is appropriately separated from the house," he said.

Parents of young children would find it especially hard to work at home, he pointed out.

Also, some employees don't like telecommuting because they prefer to be with co-workers.

Companies also worry about protecting company data, Silver said.

Mark Ogden, an attorney with the Phoenix employment- and labor-law firm Littler Mendelson, said he is getting more calls from companies asking about policies for telecommuting and flexible work schedules.

They are becoming more popular as ways to help employees deal with high gas prices and as rewards in lieu of bonuses and raises.

Companies want to know about legalities, how to handle on-the-job injuries that happen at home, how to make sure workplace computers are secure and other issues, he said.

Reach the reporter at [betty .beard@arizonarepublic.com](mailto:betty.beard@arizonarepublic.com) or 602-444-8667.

Four-day work week an option for cutting business costs

BY LYNN DUCEY

lducey@bizjournals.com

The move toward a four-day work week is gaining traction in the Valley and across the nation. And whether the trend is a reaction to high gas prices, a desire to improve employee morale or a way to save on overhead, experts say it is taking hold.

"We were looking at it first within our employee retention and recruitment committee as an added value for employees and a recruitment tool," said Pier Simeri, spokeswoman for the city of Avondale.

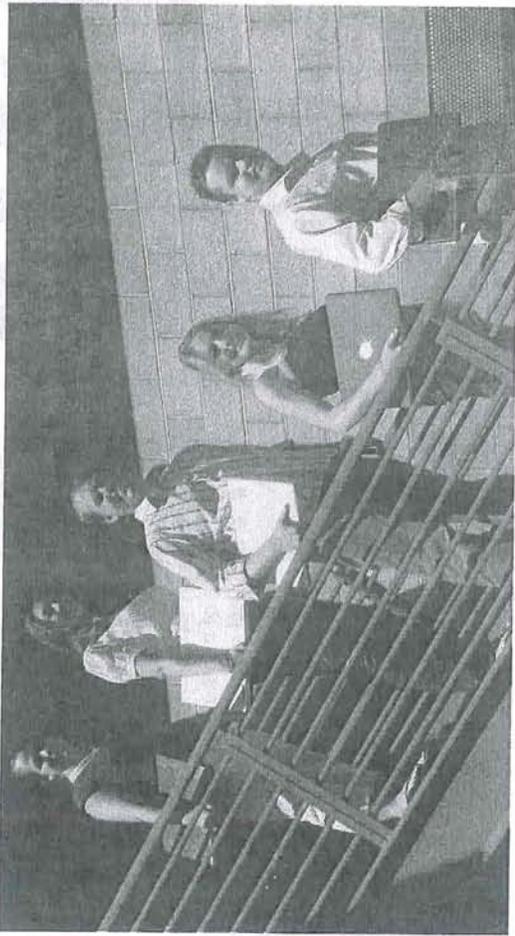
On June 2, the West Valley city changed its work week to four 10-hour days. The move has been well-received, Simeri said. In addition to attracting workers, the city is saving on fixed overhead costs, including water and air conditioning.

"We really wanted to keep our city hall building dark on Fridays. We anticipate saving about \$10,000 a year on janitorial services alone," Simeri said.

On a larger scale, Chrysler Corp. has introduced the concept at the union bargaining table, and the state of Utah has adopted a four-day work week for government offices.

Arizona may not be far behind. Gov. Janet Napolitano is considering the idea for state offices.

But very small businesses are less likely to embrace such a change, said Richard Nosky, a management expert at Arizona State University's W.P. Carey



PROVIDED BY DAVID AND SAM PR

David Eichler of David and Sam PR says an "official" four-day work week wouldn't benefit his company because it already offers flexible work hours. Seen here, from left, are DSPR associates Anne Garland, Lauren Andrews, Tyler Rathjen, Wendy Hafen and Justin Sullivan.

School of Business.

"This really applies to particular businesses. It's certainly not for a bricks-and-mortar retail operation," Nosky said. "And, just like any type of procedure, you do need to manage that policy and monitor its impact."

With 10-hour days, it's important to ensure productivity remains high because staff burnout may increase, he said. In addition, Nosky said while some positions may be a natural fit for a short work week, many are not.

"The rest of the world operates on a five-day work week, so you do need to maintain some accessibility and cus-

spokeswoman for the Arizona Small Business Association.

Instead of trying to lure employees with a four-day week, "many smaller businesses will simply connect with another small-business owner, an independent contractor or someone who is seeking part-time work," she said.

Other small businesses say flexible hours already are an inherent part of their corporate cultures.

"An 'official' four-day work week wouldn't really impact us because we practice such a flexible schedule and approach already," said David Eichler, co-founder of Phoenix-based David and Sam PR.

Eichler said his staff often have weekend and evening assignments that balance out with flexibility in their overall schedules.

"People don't need to be at their desks to do some of their best thinking or writing," he said.

He said his staff is allowed to work from home or remotely via laptop computers. He said he and his business partner, Sam Alpert, aren't built to be clock watchers.

"If Sam and I can't trust our associates to be working when they say they are, then we haven't created a culture that empowers them," he said.

GET CONNECTED

City of Avondale: www.ci.avondale.az.us

Arizona Small Business Association: www.asba.com

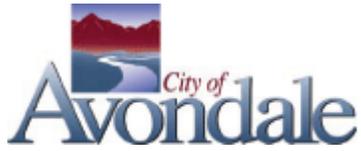
W.P. Carey School of Business: www.wpcarey.asu.edu

tomers support," he said.

While Avondale offices have extended their business hours from 7 a.m. to 6 p.m. as a result of the new policy, Simeri said leaders there took care in applying the four-day work week.

Only administrative positions made the shift. Those in key municipal services, such as trash collection, police, fire and emergency response, remain on traditional schedules.

Many emerging businesses face additional challenges. Some look to staffers to extend store hours or create a presence when the owner is juggling other duties, said Sherry Azzarella,



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
October 6, 2008

TO: Mayor and Council
FROM: Carmen Martinez
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

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No Attachments Available