CITY COUNCIL AGENDA

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

REGULAR MEETING
March 9, 2009
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. SPECIAL EVENT LIQUOR LICENSE – RACEWAY ELKS – INAUGURATION OF OFFICERS FUNDRAISER
City Council will consider a request from Gary Bruce on behalf of the Raceway Elks #2852 for a fundraiser event to be held on April 4, 2009 at the Masonic Temple located at 1015 North 8th Street in Avondale. The Council will take appropriate action.

b. LIQUOR LICENSE - CIRCLE K STORE
City Council will consider a request from Mr. Kim Kwiatkowski for a Series 9 Off-Sale Retailer's license to sell all spirituous liquors at Circle K, located at the northeast corner of Van Buren Street and 107th Avenue. The Council will take appropriate action.

c. LIQUOR LICENSE - THAI ORCHID GARDEN
City Council will consider a request by Mr. John Wilson for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Thai Orchid Garden Restaurant located at 12725 West Indian School Road, #A-104. The Council will take appropriate action.

d. ML-08-4 RODARTE MINOR LAND DIVISION
City Council will consider a request from Antonio Rodarte Jr. for a minor land division for a single family residential property located at the southeast corner of 125th Avenue and Pioneer Street. The Council will take appropriate action.

e. RESOLUTION 2812-309 - AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES FOR SPECIAL TRANSPORTATION SERVICES
City Council will consider a resolution approving an amendment to increase the IGA with Maricopa Human Services by $30,000 to operate the Special Transportation Service (STS) Program for FY 2008-2009 bringing the total amount to $50,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **RESOLUTION - AUTHORIZING A GRANT APPLICATION FOR ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES TRANSPORTATION PROGRAM**
City Council will consider a resolution supporting the submittal of a grant proposal to the Arizona Department of Transportation for Elderly Individuals and Individuals with Disabilities Transportation Program in the amount of $66,080 with a $7,080 match requirement. The Council will take appropriate action.

4 CONTINUANCE - PUBLIC HEARING AND ORDINANCE - ZONING REVERSION (Z-08-14)

City Council will consider a request to continue the public hearing and ordinance for the zoning reversion of the property located at the northwest corner of Avondale Boulevard and Van Buren Street to the regular meeting of May 4, 2009. The Council will take appropriate action.

5 CONTINUANCE - PUBLIC HEARING AND ORDINANCE FOR ZONING REVERSION (Z-08-16)

City Council will consider a request to continue the public hearing and ordinance for the zoning reversion from Palnned Area Development (PAD) to Agricultural (AG) a property located at the northwest corner of Avondale Boulevard and Corporate Dr. alingment to the regular meeting of May 4, 2009. The Council will take appropriate action.

6 PUBLIC HEARING AND ORDINANCE 1358-309 - ZONING REVERSION (Z-08-13)

City Council will hold a Public Hearing and consider an ordinance reverting the zoning of a property located west of the southwest corner of El Mirage and Buckeye Road from Planned Area Development (PAD) to Single Family Residential (R1-6). The Council will take appropriate action.

7 COMMUNICATION TOWERS FOR WATER, POLICE AND TRAFFIC

City Council will consider a request to approve the funding transfer, contracts with Network Infrastructure Corporation and Insight to purchase equipment and services as well as implement three communication towers in the amount of $694,624 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The City Council will take appropriate action.

8 AGREEEMENT WITH HOUSING OUR COMMUNITIES (HOC) TO ADMINISTER A HOMEBUYER ASSISTANCE PROGRAM

City Council will consider a request to approve an agreement with Housing Our Communities in the amount of $1,730,000 to conduct a Homebuyer Assistance program in Avondale and authorize the Mayor or City Manager and City Clerk to execute all the necessary documents. The Council will take appropriate action.

9 RESOLUTION 2811-309 AND ORDINANCE 1357-309 - AMENDMENT TO CHAPTER 6 OF THE PERSONNEL POLICIES AND PROCEDURES - BENEFITS

City Council will consider resolution declaring a public record Chapter 6, Benefits of the Personnel Policies and Procedures to accommodate the new "Green Friday" schedule and "Holiday Bank" during official City of Avondale observed holidays and an ordinance adopting said amendments to Chapter 6. The Council will take appropriate action.

10 PUBLIC HEARING - ASC ANNEXATION

City Council will hold a public hearing regarding the proposed annexation of 78.3 acres of land generally located north of the northeast corner of Avondale Blvd. and Van Buren Street. No formal action is required.

11 DISCUSSION ITEMS

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

a. **Mayor Lopez Rogers would like to discuss with the City Council the creation of a Mayor's Economic Development Ad Hoc Committee.**

12 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

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:
Special Event Liquor License – Raceway Elks – Inauguration of Officers Fundraiser

MEETING DATE:
March 9, 2009

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council consider a request for a special event liquor license from Gary Bruce on behalf of the Raceway Elks #2852, for a fundraiser event to be held on April 4, 2009 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

DISCUSSION:

The City Clerk's Department has received an application for a special event liquor license from Gary Bruce, representing the Raceway Elks #2852, to be used in conjunction with a charitable fundraiser.

This event will be held on Saturday, April 4, 2009 from 5:00 p.m. to 10:00 p.m., at the Masonic Temple.

The required fees have been paid. Staff has determined that the applicant is not requesting any city support other than normal city services. The Police and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

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

1. The event will be restricted to members only.
2. Criminal history of the applicant - A background check of the representative, Mr. Gary Bruce, revealed no contact with the Avondale Police Department.
3. The event is a charitable fundraiser.
4. Security measures taken by the applicant – The Police Department have reviewed the security plan and have determined it to be sufficient.
5. All spirituous liquors will be served.
6. Beverages will be dispensed in disposable cups and cans.
7. The event held in the month of February revealed no neighborhood disturbances.
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event.
9. The event will last five hours.
10. Sanitary facilities are available at the temple.
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses. 12. Anticipated total daily attendance is 80.
12. Music will be provided by a disc jockey that will use his own sound amplification system.
13. Per the Police Department, traffic control measures will not be necessary.

According to the Rules of the Arizona Department of Liquor and Control, a non-profit organization may be issued a special event liquor license for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location, or additional licenses will be required. This request represents the organization's fourth request for a special event liquor license during 2009.

RECOMMENDATION:

Staff recommends approval of the request for a special event liquor license from the Raceway Elks #2852 for a fund raiser event to be held on April 4, 2009 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

ATTACHMENTS:

Click to download

- Application
- Comments

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)

DLLC USE ONLY
LICENSE #

1. Name of Organization: BACEWDY ELKS #2852
2. Non-Profit/I.R.S. Tax Exempt Number: 80-0132924 1
3. The organization is a: (check one box only)
   - ☐ Charitable
   - ☒ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? INAUGURATION OFFICES BALL-CHARITABLE FUND RAISER
5. Location of the event: 1015 N. 8th ST. AVONDALE MARICOPA 85329
   Address of physical location (Not P.O. Box) | City | County | Zip

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

6. Applicant: BRUCE (Last) GARY (First) J (Middle) _____ (Date of Birth)
7. Applicant's Mailing Address: 11882 W. WASHINGTON ST AVONDALE AZ. 85323
   Street | City | State | Zip
8. Phone Numbers: ( ) _____ Site Owner # | (623) 547 2852 Applicant's Business # | (623) 533 3255 Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	4.4.09	SATURDAY	5:00 pm	10:00 pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

Lic 0106 05 2006

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

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 3 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name BACKWAY ELKS #2852 — 100% (Percentage)

Address 1015 N. 8th ST. AVONDALE, AZ 85392

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

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

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

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

_____ # Police ☒ Fencing
_____ # Security personnel ☐ Barriers

The OFFICERS OF THE ELKS WILL CHECK MEMBERSHIP CARDS AT BOTH THE GATE & DOOR SINCE ONLY MEMBERS WILL ATTEND

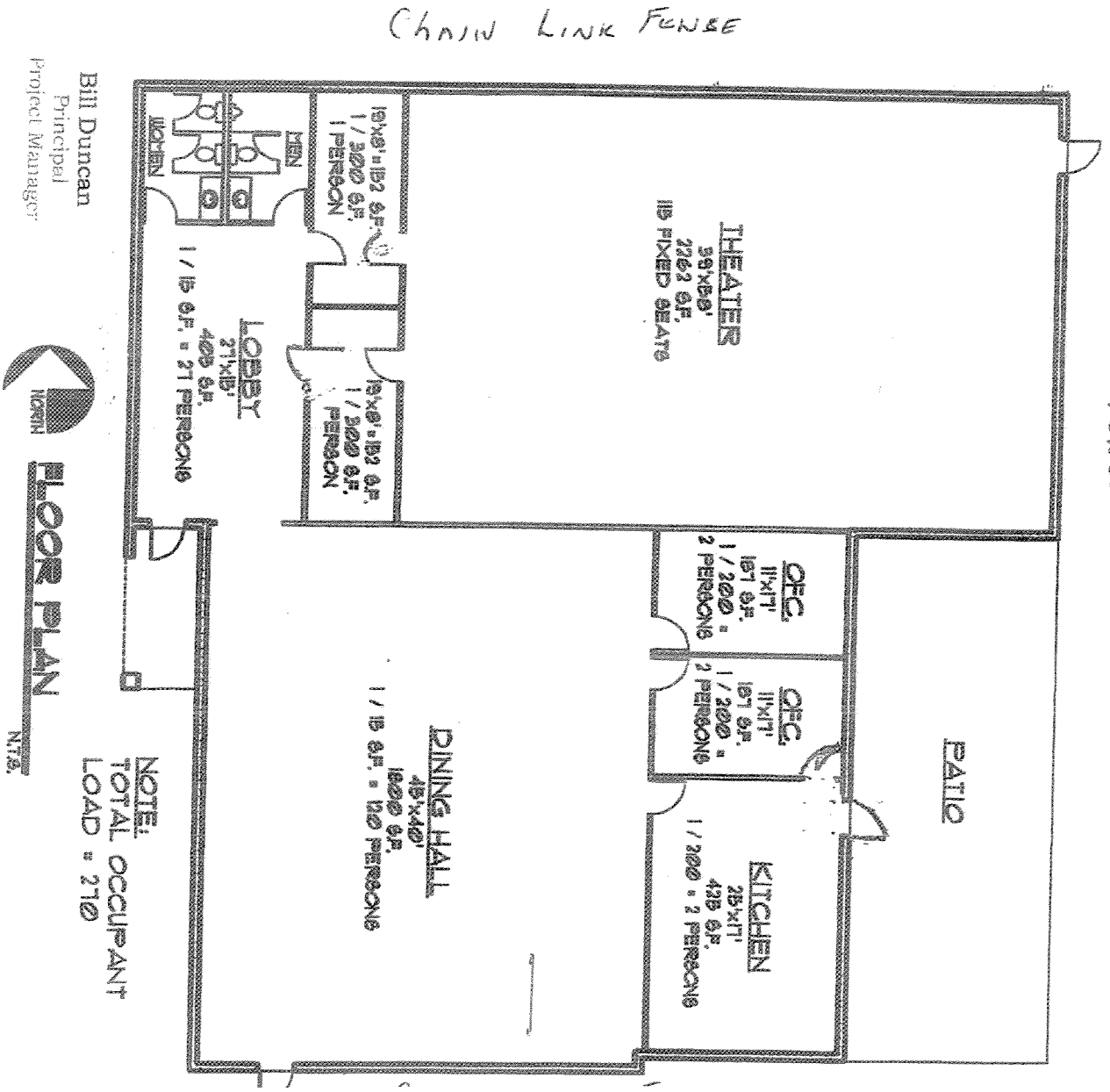
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ Name of Business ( ) _____ Phone Number

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

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

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



DCA
DUNCAN-COOR ARCHITECTS, LLC
3723 W BARNES LANE PHOENIX, AZ 85051
Direct: 602.841.1284
Cell: 602.478.3378
Fax: 602.841.7517
BDuncan@DuncanCoorArchitects.Com

Bill Duncan
Principal
Project Manager

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

18. I, DAVID A ELIA (Print full name) declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [signature] (Signature) TRUSTEE (Title/Position) 10-23-08 (Date) (623) 925 1745 (Phone #)

RAMSES A. AMILLANO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 30, 2012

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 23 (Day) October (Month) 2008 (Year)

My Commission expires on: March 30, 2012 (Date) [signature] (Signature of NOTARY PUBLIC)

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

19. I, GARY J. BRUCE (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [signature] (Signature)

RAMSES A. AMILLANO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 30, 2012

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 28 (Day) 10 (Month) 08 (Year)

My commission expires on: March 30, 2012 (Date) [signature] (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20 The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 NORTH 8TH STREET

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

PURPOSE OF EVENT: INAUGURATION OFFICERS BALL FUNDRAISER

DEPARTMENTAL COMMENTS:

☑ **APPROVED**
☐ **DENIED**

SIGNATURE

TITLE

2/20/09
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 9, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 26, 2009

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 NORTH 8TH STREET

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

PURPOSE OF EVENT: INAUGURATION OFFICERS BALL FUNDRAISER

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Jere G. Gray
SIGNATURE

Fire Inspector
TITLE

2/23/09
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 9, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 26, 2009

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Circle K Store

MEETING DATE:
March 9, 2009

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 from Mr. Kim Kwiatkowski for a Series 9 Off-Sale Retailer's license to sell all spirituous liquors at a Circle K convenience store to be located on the northeast corner of Van Buren Street and 107th Avenue

DISCUSSION:

The City Clerk's Office has received an application for a Series 9 Off-Sale Retailer's license to sell all spirituous liquors from Mr. Kim Kwiatkowski for a Circle K convenience store to be located at the northeast corner of Van Buren Street and 107th Avenue, Avondale, Arizona. This is a new license. The required fee of $680.00 has been paid.

As required by state law and city ordinance, the application was posted from February 13, 2009 through March 4, 2009 and a notice was published in the West Valley View on March 3, 2009 and March 6, 2009. No comments were received.

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

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

RECOMMENDATION:

Staff recommends that the City Council approve this request from Mr. Kim Kwiatkowski, Circle K, located on the northeast corner of Van Buren Street and 107th Avenue.

ATTACHMENTS:

Click to download

- Application
- Posting pictures
- Vicinity map
- Comments

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees — LICENSE #: 09074007

1. Type of License: Liq Str 2. Total fees attached: Department Use Only $

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

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: ~~Mr.~~ Mr. KWIATKOWSKI (Last) Kim (First) P1004205 KENNETH (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: CIRCLE K STORES INC. D1005673
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: CIRCLE K STORE # AVON 1
(Exactly as it appears on the exterior of premises)
4. Principal Street Location NEC of 107th Ave & Van Buren St., Avondale, MARICOPA, 85323
(Do not use PO Box Number) City County Zip
5. Business Phone: ( ) PENDING Daytime Contact: (602) 728-4783
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072-2085
City State Zip
8. Enter the amount paid for a bar, beer and wine, or liquor store license$ Ø (Price of License only)

DEPARTMENT USE ONLY

Fees: 100 Application ____ Interim Permit ____ Agent Change ____ Club Ø Finger Prints $ 100.00 **TOTAL OF ALL FEES**

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☐ YES ☐ NO

Accepted by: MC Date: 2/4/09 Lic. # 09074007

LIC 0100 1/9/2009 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location._____
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,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X_____
(Signature)

My commission expires on: _____

State of _____ County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

(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	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

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

☐ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: CIRCLE K STORES INC.
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 06/08/1951 State where Incorporated/Organized: TEXAS
3. AZ Corporation Commission File No.: F-0006598-0 Date authorized to do business in AZ: 04/08/1957
4. AZ L.L.C. File No: NA Date authorized to do business in AZ: NA
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address City State Zip
Hannasch	Brian	Patrick	President / Secretary	
Abernathy	Daniel	Adolph	Treasurer / Asst Secr	
Haxel	Geoffrey	Charles	Vice President	
Kwiatkowski	Kim	Kenneth	Asst Secretary	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address City State Zip
CIRCLE K DELAWARE INC.			100%	1130 W WARNER Rd, TEMPE, AZ 85284

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

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

Last	First	Middle	Title	Mailing Address City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Circle K Stores Inc.
Texas 6/8/51
Charter No. 0010697700
FIN# 74-1149540

	OFFICE	Name	BUSINESS ADDRESS	PHONE
*	President and Secretary	Brian Hannasch	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
*	Vice President	Geoffrey C. Haxel	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
	Vice President	Timothy Shawn Tourek	495 E Rincon, Suite 150, Corona, CA 92879	(951) 270-5129
	Vice President	Robert G. Campau	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
	Vice President	Michael L. Struble	12911 Telecom Parkway, Tampa, FL 33637	(813) 910-6882
	Vice President	Lou Valdes	3001 Gateway Dr., #130, Irving, TX 75063	(602) 728-8000
	Vice President	Jason Broussard	12911 Telecom Parkway, Tampa, FL 33637	(850) 454-1073
	Vice President	Matt McCure	2440 Whitehall Park Dr., #800, Charlotte, NC 28273	(704) 583-5700
*	Treasurer and Assistant Secretary	Daniel A. Abernathy	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
	Assistant Secretary	Scott J. Stevenson	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
	Assistant Secretary	Kim Kwiatkowski	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
	Assistant Secretary	Sylvain Aubry	1600 St. Martin Blvd East, Tower B, Suite 200, Laval, Quebec H7G 4S7	(450) 662-6632
	Assistant Secretary	Richard Douglas Hamlin	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
	Assistant Secretary	Marc Lee Flanary	495 E Rincon, Suite 150, Corona, CA 92879	(951) 270-5136
	Assistant Secretary	Mathew Levi Hermansen	2440 Whitehall Park Dr., #800, Charlotte, NC 28273	(704) 583-5716
	Assistant Secretary	David G. Morgan	3001 Gateway Dr., #130, Irving, TX 75063	(602) 728-8000
	Assistant Secretary	David O. Wilkins	12911 Telecom Parkway, Tampa, FL 33637	(813) 910-6815
	Assistant Secretary	Robert J. Kittleson	12911 Telecom Parkway, Tampa, FL 33637	(813) 910-6878

* Director

Business Address: 1130 W. Warner Road, Bldg B, Tempe, AZ 85284 (602) 728-8000
Domicile Address: % CSC-Lawyers Incorporating Service Company, 701 Brazos Street, Suite 1050, Austin, TX 78701

12,000,000 Shares Authorized, 1,000 issued at $1.00 Par. 100% owned by Circle K Delaware Inc. (FIN: 46-0520672)

Circle K Stores Inc. is qualified in:
AL, AZ, AR, CA, CO, FL, GA, , ID, KS, LA, MS,
MO, NV, NM, NC, OK, OR, SC, TN, TX, UT, WA

Corporate Structure:
Circle K Delaware Inc. is 100% owned by The Circle K Corporation
The Circle K Corporation is 100% owned by Couche-Tard U.S. LP
Couche-Tard U.S. LP (the General partner is 3055854 Nova Scotia Company; the limited partner is Mac's Convenience Stores Inc.)
3055854 Nova Scotia Company is 100% owned by Mac's Convenience Stores Inc.
Mac's Convenience Stores Inc. is 100% owned by Couche-Tard Inc.
Couche-Tard Inc. is 100% owned by Depan-Escompte Couche-Tard Inc.
Depan-Escompte Couche-Tard Inc. is 100% owned by Alimentation Couche-Tard Inc.
Alimentation Couche-Tard Inc. is a publicly traded company

'09 FEB 4 Lgr. Dept PM10:49

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

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

2. Assignee's Name: _____
Last First Middle

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

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

1. Governmental Entity: _____

2. Person/designee: _____ _____
Last First Middle Contact Phone Number

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

SECTION 11 Person to Person Transfer:

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

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

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

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

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. 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 of this application, attach fee, and current license to this application.

9. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT LICENSEE)

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

_____ day of _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

1. Current Business: (Exactly as it appears on license) Name Circle K Store # 608 (Circle K Stores Inc)
   Address 6440 W Van Buren St., Phoenix, AZ 85043
2. New Business: (Physical Street Location) Name Circle K Store # AVON1
   Address NEC of 107th Ave & Van Buren St, Avondale, AZ 85323
3. License Type: Liq Str License Number: 09074007
4. What date do you plan to move? Nov-2009 What date do you plan to open? Nov-2009

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 6,800 ft. Name of school Underdown Jr. High School
   Address 1642 S 107th Ave, Cashion, AZ 85329
   City, State, Zip
2. Distance to nearest church: 7,500 ft. Name of church La Mission Asamblea De Dios
   Address 11147 W Buckeye Rd, Avondale, AZ 85323
   City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☐ Owner ☒ Purchaser (of premises)
4. If the premises is leased give lessors: Name N/A
   Address N/A
   City, State, Zip

4a. Monthly rental/lease rate $ N/A What is the remaining length of the lease __ yrs. ____mos.

4b. What is the penalty if the lease is not fulfilled? $ N/A or other N/A
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 3,500,000
   Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Retail Convenience Store

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

☐ YES ☒ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License # NA (exactly as it appears on license) Name N/A

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☐ NO
   If yes, give the name of licensee, Agent or a company name:

   _____ 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. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   _____
   applicant's signature

   As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

   _____
   applicants initials

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

1. Check **ALL** boxes that apply to your business:

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Continguous
   ☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO
   If yes, what is your estimated opening date? Nov-2009
   month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

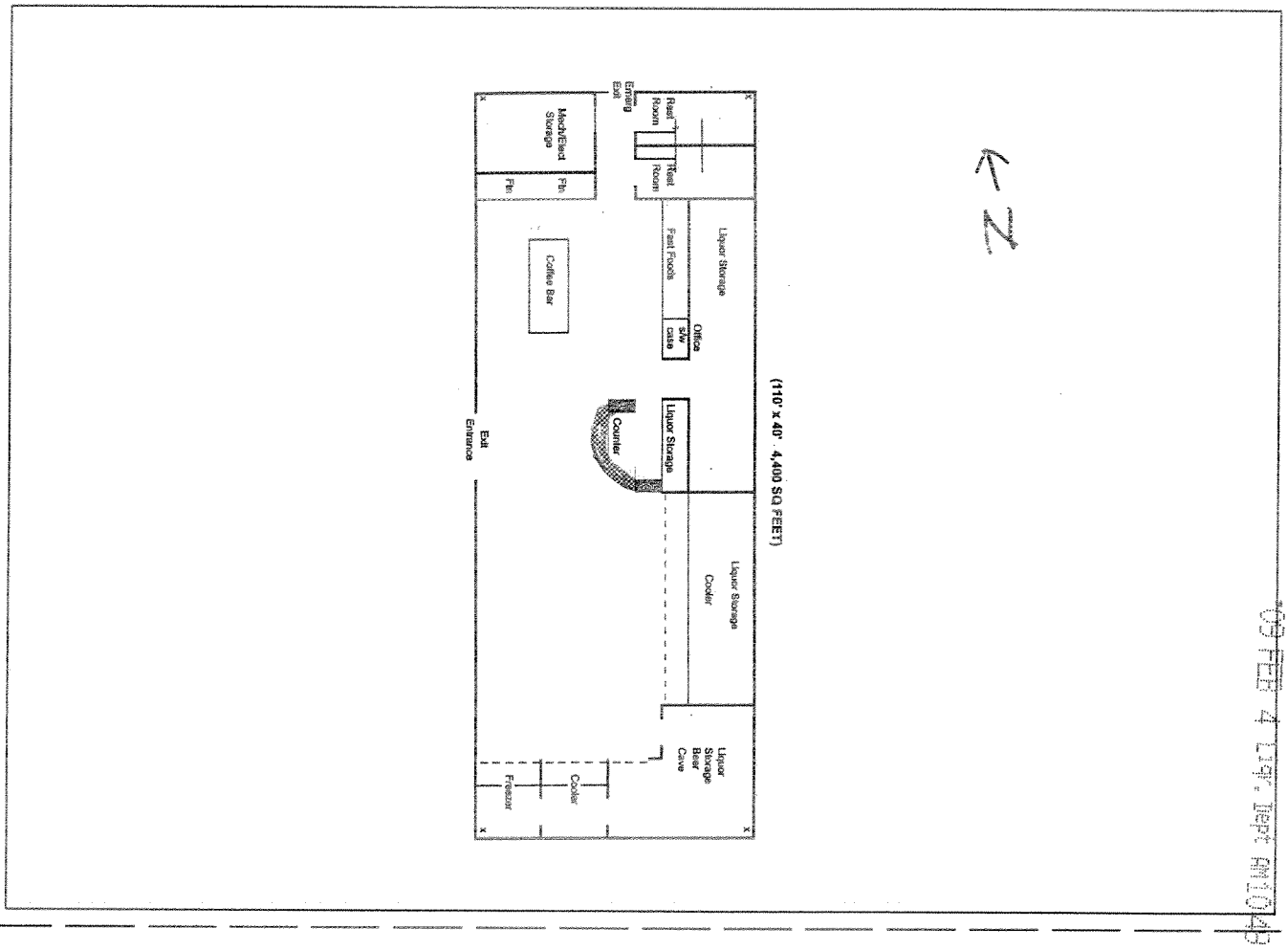
   As stated in A.R.S. § 4-205.02 (F), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

   HK
   applicants initials

SECTION 15 **Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

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



SECTION 16 **Signature Block**

I, Kim Kenneth Kwiatkowski, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X _____
(signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

04 of FEB, 2009
Day Month Year

Shellie A. Howell
signature of NOTARY PUBLIC

My commission expires on : _____
Day Month Year

OFFICIAL SEAL
SHELLIE A. HOWELL
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jan. 4, 2013

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Liquor License # 09074007 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) P1004005

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: KWIATKOWSKI (Last) KIM (First) KENNETH (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

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

4. Place of Birth: MESA (City) AZ (State) USA (Country (not county)) Height: 5"11" Weight: 200 Eyes: BR Hair: BR

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

6. Name of Current or Most Recent Spouse: KWIATKOWSKI (Last) JANIE (First) HELEN (Middle) NOGA (Maiden) Date of B
(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: 07/01/1952

8 Telephone number to contact you during business hours for any questions regarding this document. (_ _)_____-_

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

10. Name of Licensed Premises: CIRCLE K STORE # AVON1 Premises Phone: (_____) PENDING

11. Licensed Premises Address: NEC of 107th AVE & 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)
04/94	CURRENT	Licensing Agent/Assistant Secretary	Circle K Stores Inc. 1130 W WARNER RD, TEMPE, AZ 85284

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
09/90	CURRENT	OWN		TEMPE	AZ	85284

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

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

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

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

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

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

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

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 ENTITY ONLY

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, Kim Kenneth Kwiatkowski, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X_____
(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
04 day of FEB, 2009
Day Month Year

OFFICIAL SEAL
TONI JONES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 19, 2011

My commission expires on: _____
Day Month Year

Toni Jones
(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)

Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

re: Kim Kenneth Kwiatkowski

QUESTION 17: Entity response for Circle K Stores Inc.
See attached list of AZ violations

QUESTION 18: Entity response for Circle K Stores Inc.
Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate retail convenience markets in the United States and Canada under the following names.

Circle K (US)	Tabatout (Canada)
Phillips 66 (US)	Dipanneur 7 jours (Canada)
Mac's (US)	Mac's (Canada)
Bigfoot (US)	Wink's (Canada)
Handy Andy (US)	Mike's Mart (Canada)
Dairy Mart (US)	Becker's (Canada)
Couche-Tard (Canada)	Daisy Mart (Canada)
Provi-Soir (Canada)	Dunkin' Donuts (Canada)

Most of these sites have alcohol.

Number of Sites: Approximately 5,000 (3,000-US & 2,000-Canada)
Circle K Stores Inc operates approximately 2,000 stores in 18 states.

Interest is limited to employee/manager/officer relationship.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

QUESTION 20:
Only as an officer of Circle K Stores Inc.

In response to the entity questions_____
Kim Kwiatkowski

'09 FEB 4 Liq. Dept 041049

2008 AZ LIQUOR VIOLATIONS 2008

		Violations:		Dismissed	1st	2nd	3rd	4th	Total			
		Number of:		0	4	1	0	0	5			
	10=B/W											
	09=L/B/W				$1,500.00		count=	10				
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
OPEN	10-100118	2702944	Z3188	Tucson	FIGHTING	1st	2/16/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Juan Jose Guzman
DIS	09-070076	2705281	Z3141	Cave Creek	DISMISSED	1st	4/18/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Ashley Smith
OPEN	10-070204	2701202	Z3168	Mesa	FIGHTING	1st	7/4/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Robert W Wells
OPEN	09-070014	2700145	Z3153	Tempe	FIGHTING	1st	8/22/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Christopher Larson & Dylva
OPEN	10-101132	2708648	Z3188	Tucson	FIGHTING	1st	10/25/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Nathan Andrew Hooper
11-08	09-030014	2705923	Z3121	Flagstaff	$750.00	1st	8/8/2008	AZ DOL	Observed	Yes	Sold to minor	Patrick Leinweber
09-08	10-070502	2707964	Z3117	Phoenix	$750.00	1st	7/26/2008	AZ DOL	Observed	Yes	Sold to minor	Jackline Zazueta
01-09	10-130021	2700759	Z3121	Prescott Valley	$1,500.00	1st	9/13/2008	Yavapai Sheriff	CUB	Yes	Sold to minor/intoxicated	Sharon Marie Stehli
01-09	09-030014	2705923	Z3121	Flagstaff	$750.00	2nd	10/23/2008	Flagstaff PD	CUB	No	Sold to minor	Richard A Horvatich
01-09	10-070162	2700652	Z3142	Phoenix	$1,500.00	1st	9/19/2008	Phx PD	CUB	No	Sold to minor	Kimberly Fuller-Nurudeen

2007 AZ LIQUOR VIOLATIONS 2007

		Violations:		Dismissed	1st	2nd	3rd	4th	Total			
		Number of:		0	9	0	0	0	9			
	10=B/W											
	09=L/B/W				$7,000.00		count=	9				
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
03-07	09-070147	2700079	Z3155	Scottsdale	$500.00	1st	2/7/2007	AZ DOL	CUB	YES	Sold to minor	Dion Marie Peredo
06-07	09-050005	2701577	Z3126	Safford	$750.00	1st	2/21/2007	SAFFORD PD	Observed	NO	Sold to minor	Gerslon Calvin
06-07	09-020017	2702945	Z318A	Benson	$750.00	1st	3/29/2007	AZ DOL	Observed	NO	Sold to minor	Victoria Baxter
08-07	10-070112	2700128	Z3116	Glendale	$750.00	1st	1/20/2007	Phx PD	CUB	YES	Sold to minor	Kathy Crawford
10-07	09-110016	2700661	Z3123	Florence	$500.00	1st	8/14/2007	AZ DOL	CUB	YES	Sold to minor	Stephanie Lynne Espitia
01-08	10-074033	2705914	Z3112	Peoria	$1,500.00	1st	9/24/2007	Peoria PD	Observed	na	Intoxicated Employee	Aaron D Bailey
03-08	09-090137	2701941	Z3151	Phoenix	$750.00	1st	11/8/2007	Phx PD	CUB	NO	Sold to minor	Sarah Dawn Stephenson
03-08	10-071120	2708747	Z3141	Phoenix	$750.00	1st	12/9/2007	Phx PD	Call	na	Sold to minor	Steven E Cohage
03-08	09-070204	2700598	Z3112	Phoenix	$750.00	1st	12/6/2007	Phx PD	CUB	NO	Sold to minor	James Michael Dolan

2006 AZ LIQUOR VIOLATIONS 2006

		Violations:		Dismissed	1st	2nd	3rd	4th	Total			
		Number of:		0	12	2	0	0	14			
	10=B/W											
	09=L/B/W				$15,000.00		count=	14				
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
02-06	09-030015	2705922	Z3121	Flagstaff	$750.00	1st	1/13/2006	AZ DOL	CUB	NO	Sold to minor	Robert F Peeler
03-06	10-071004	2701739	Z3151	Phoenix	$750.00	1st	2/24/2006	AZ DOL	CUB	NO	Sold to minor	Estine Wells
03-06	10-111041	2700233	Z3125	Eloy	$750.00	1st	2/25/2006	AZ DOL	CUB	NO	Sold to minor	Tina Louise Anderson
03-06	10-100073	2700728	Z3182	Tucson	$750.00	1st	3/13/2006	AZ DOL	CUB	NO	Sold to minor	Troy A. Romo
04-06	10-075013	2705288	Z3158	Tempe	$750.00	1st	4/15/2006	AZ DOL	CUB	NO	Sold to minor	Diana Martinez
06-06	09-070167	2700225	Z3123	Gila Bend	$750.00	1st	6/2/2006	AZ DOL	CUB	NO	Sold to minor	Noemi Martinez
07-06	10-111040	2700867	Z3123	Casa Grande	$750.00	1st	4/4/2006	AZ DOL	CUB	NO	Sold to minor	Deanna Dittmer
10-06	09-040021	2706670	Z3127	Star Valley	$750.00	1st	8/18/2006	Payson PD	Observed	NA	Sold to Intoxicated Person	Gerry Burke
10-06	10-074912	2706643	Z3142	Phoenix	$750.00	1st	9/22/2006	AZ DOL	CUB	NO	Sold to minor	Lois Benson
12-06	09-070200	2701317	Z3165	Chandler	$3,000.00	2nd	10/13/2006	AZ DOL	CUB	NO	Sold to minor	Mitchell E Carrithers
01-07	09-070226	2703735	Z3111	Phoenix	$750.00	1st	9/10/2006	Phx PD	Called	na	Disorderly on Premisese	John Brooks
01-07	10-074267	2702872	Z3146	Phoenix	$750.00	1st	9/15/2006	Phx PD	CUB	NO	Sold to minor	Elizabeth Perez Hermina
01-07	10-074215	2705287	Z3164	Phoenix	$750.00	1st	9/29/2006	Phx PD	CUB	NO	Sold to minor	Daniel Ray Byrd
01-07	09-070171	2705576	Z3115	Phoenix	$3,000.00	2nd	12/1/2006	Phx PD	CUB	NO	Sold to minor	Leon Michaael Burke

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Liquor License # P1046734 090074007 (If the location is currently licensed)

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

1. **Check appropriate box** →

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

2. Name: HANNASCH (Last) BRIAN (First) PATRICK (Middle) Date of Birth: _____ **(This Will Not Become a Part of Public Records)**

3. Social Security Number: [redacted] Drivers License #: [redacted] State: IN
(This Will Not Become a Part of Public Records)

4. Place of Birth: CAROLL (City) IA (State) USA (Country (not county)) Height: 5'10" Weight: 180 Eyes: BLU Hair: BR

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

6. Name of Current or Most Recent Spouse: HANNASCH (Last) PATRICIA (First) ANN (Middle) HUEGERICH (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

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

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

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

10. Name of Licensed Premises: CIRCLE K STORE # AVON1 Premises Phone: ( ) PENDING

11. Licensed Premises Address: NEC of 107th Ave & 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)
12/03	CURRENT	PRESIDENT/SECRETARY	CIRCLE K STORES INC 1130 W WARNER RD, TEMPE, AZ 85284
02/00	CURRENT	VICE PRESIDENT	ALIMENTATION COUCHE-TARD 1600 boul, St Martin Est, Tour B, bureau 200
			LAVAL, QUEBEC, CANADA H7G 4S7

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
04/07	CURRENT	Own		COLUMBUS	IN	47201
02/00	04/07	Own	4422 MALLARD POINT	COLUMBUS	IN	47201

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

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

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

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

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

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

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

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

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 ENTITY ONLY

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, BRIAN PATRICK HANNASCH, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X _____ (Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 04 day of FEB, 2009
Day Month Year

OFFICIAL SEAL
TONI JONES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 19, 2011

My commission expires on: _____ Day Month Year

Toni Jones
(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)

Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

re: Brian Patrick Hannasch

QUESTION 17: Entity response for Circle K Stores Inc.
See attached list of AZ violations

QUESTION 18: Entity response for Circle K Stores Inc.
Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate retail convenience markets in the United States and Canada under the following names.

Circle K (US)	Tabatout (Canada)
Phillips 66 (US)	Dipanneur 7 jours (Canada)
Mac's (US)	Mac's (Canada)
Bigfoot (US)	Wink's (Canada)
Handy Andy (US)	Mike's Mart (Canada)
Dairy Mart (US)	Becker's (Canada)
Couche-Tard (Canada)	Daisy Mart (Canada)
Provi-Soir (Canada)	Dunkin' Donuts (Canada)

Most of these sites have alcohol.

Number of Sites: Approximately 5,000 (3,000-US & 2,000-Canada)
Circle K Stores Inc operates approximately 2,000 stores in 18 states.

Interest is limited to employee/manager/officer relationship.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

QUESTION 20:
Only as an officer of Alimentation Couche-Tard Inc. and it subsidiary's, including Circle K Stores Inc., operating convenience markets under the names listed above in question 17.

In response to the entity questions_____
Kim Kwiatkowski

'09 FEB 4 Liq. Dept AM10:49

2008 AZ LIQUOR VIOLATIONS 2008

		Violations:		Dismissed	1st	2nd	3rd	4th	Total			
		Number of:		0	4	1	0	0	5			
	10=B/W											
	09=L/B/W				$1,500.00		count=	10				
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
OPEN	10-100118	2702944	Z3188	Tucson	FIGHTING	1st	2/16/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Juan Jose Guzman
DIS	09-070076	2705261	Z3141	Cave Creek	DISMISSED	1st	4/18/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Ashley Smith
OPEN	10-070204	2701202	Z3168	Mesa	FIGHTING	1st	7/4/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Robert W Wells
OPEN	09-070014	2700145	Z3153	Tempe	FIGHTING	1st	8/22/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Christopher Larson & Dylva
OPEN	10-101132	2708646	Z3188	Tucson	FIGHTING	1st	10/25/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Nathan Andrew Hooper
11-08	09-030014	2705923	Z3121	Flagstaff	$750.00	1st	8/8/2008	AZ DOL	Observed	Yes	Sold to minor	Patrick Leinweber
09-08	10-070502	2707964	Z3117	Phoenix	$750.00	1st	7/26/2008	AZ DOL	Observed	Yes	Sold to minor	Jackline Zazueta
01-09	10-130021	2700759	Z3121	Prescott Valley	$1,500.00	1st	9/13/2008	Yavapai Sheriff	CUB	Yes	Sold to minor/intoxicated	Sharon Marie Stehl
01-09	09-030014	2705923	Z3121	Flagstaff	$750.00	2nd	10/23/2008	Flagstaff PD	CUB	No	Sold to minor	Richard A Horvatich
01-09	10-070162	2700652	Z3142	Phoenix	$1,500.00	1st	9/19/2008	Phx PD	CUB	No	Sold to minor	Kimberly Fuller-Nurudeen

2007 AZ LIQUOR VIOLATIONS 2007

		Violations:		Dismissed	1st	2nd	3rd	4th	Total			
		Number of:		0	9	0	0	0	9			
	10=B/W											
	09=L/B/W				$7,000.00		count=	9				
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
03-07	09-070147	2700079	Z3155	Scottsdale	$500.00	1st	2/7/2007	AZ DOL	CUB	YES	Sold to minor	Dion Marie Peredo
06-07	09-050005	2701577	Z3126	Safford	$750.00	1st	2/21/2007	SAFFORD PD	Observed	NO	Sold to minor	Gersion Calvin
06-07	09-020017	2702945	Z318A	Benson	$750.00	1st	3/29/2007	AZ DOL	Observed	NO	Sold to minor	Victoria Baxter
08-07	10-070112	2700128	Z3116	Glendale	$750.00	1st	1/20/2007	Phx PD	CUB	YES	Sold to minor	Kathy Crawford
10-07	09-110016	2700661	Z3123	Florence	$500.00	1st	8/14/2007	AZ DOL	CUB	YES	Sold to minor	Stephanie Lynne Espitia
01-08	10-074033	2705914	Z3112	Peoria	$1,500.00	1st	9/24/2007	Peoria PD	Observed	na	Intoxicated Employee	Aaron D Bailey
03-08	09-090137	2701941	Z3151	Phoenix	$750.00	1st	11/8/2007	Phx PD	CUB	NO	Sold to minor	Sarah Dawn Stephenson
03-08	10-071120	2708747	Z3141	Phoenix	$750.00	1st	12/9/2007	Phx PD	Call	na	Sold to minor	Steven E Cohage
03-08	09-070204	2700598	Z3112	Phoenix	$750.00	1st	12/6/2007	Phx PD	CUB	NO	Sold to minor	James Micheel Dolan

2006 AZ LIQUOR VIOLATIONS 2006

		Violations:		Dismissed	1st	2nd	3rd	4th	Total			
		Number of:		0	12	2	0	0	14			
	10=B/W											
	09=L/B/W				$15,000.00		count=	14				
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
02-06	09-030015	2705922	Z3121	Flagstaff	$750.00	1st	1/13/2006	AZ DOL	CUB	NO	Sold to minor	Robert F Peeler
03-06	10-071004	2701739	Z3151	Phoenix	$750.00	1st	2/24/2006	AZ DOL	CUB	NO	Sold to minor	Estine Wells
03-06	10-111041	2700233	Z3125	Eloy	$750.00	1st	2/25/2006	AZ DOL	CUB	NO	Sold to minor	Tina Louise Anderson
03-06	10-100073	2700728	Z3182	Tucson	$750.00	1st	3/13/2006	AZ DOL	CUB	NO	Sold to minor	Troy A. Romo
04-06	10-075013	2705288	Z3158	Tempe	$750.00	1st	4/15/2006	AZ DOL	CUB	NO	Sold to minor	Diana Martinez
06-06	09-070167	2700225	Z3123	Gila Bend	$750.00	1st	6/2/2006	AZ DOL	CUB	NO	Sold to minor	Noemi Martinez
07-06	10-111040	2700867	Z3123	Casa Grande	$750.00	1st	4/4/2006	AZ DOL	CUB	NO	Sold to minor	Deanna Dittmer
10-06	09-040021	2706670	Z3127	Star Valley	$750.00	1st	8/18/2006	Payson PD	Observed	NA	Sold to intoxicated Person	Gerry Burke
10-06	10-074912	2706543	Z3142	Phoenix	$750.00	1st	9/22/2006	AZ DOL	CUB	NO	Sold to minor	Lois Benson
12-06	09-070200	2701317	Z3165	Chandler	$3,000.00	2nd	10/13/2006	AZ DOL	CUB	NO	Sold to minor	Mitchell E Carrithers
01-07	09-070226	2703735	Z3111	Phoenix	$750.00	1st	9/10/2006	Phx PD	Called	na	Disorderly on Premisese	John Brooks
01-07	10-074267	2702872	Z3146	Phoenix	$750.00	1st	9/15/2006	Phx PD	CUB	NO	Sold to minor	Elizabeth Perez Hermina
01-07	10-074215	2705287	Z3164	Phoenix	$750.00	1st	9/29/2006	Phx PD	CUB	NO	Sold to minor	Daniel Ray Byrd
01-07	09-070171	2705576	Z3115	Phoenix	$3,000.00	2nd	12/1/2006	Phx PD	CUB	NO	Sold to minor	Leon Michaael Burke

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Liquor License # 09074007 (If the location is currently licensed)

Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) P1056370

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: ABERNATHY (Last) DANIEL (First) ADOLPH (Middle) Date of Birth: [redacted] **(This Will Not Become a Part of Public Records)**

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

4. Place of Birth: FESTUS (City) MO (State) USA (Country (not county)) Height: 5' 8" Weight: 185 Eyes: BR Hair: BR

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phor [redacted]

6. Name of Current or Most Recent Spouse: ABERNATHY (Last) DOLORES (First) M (Middle) ARREGUIN (Maiden) Date of Bi
(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: MAY 1997

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

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

10. Name of Licensed Premises: CIRCLE K STORE # AVON 1 Premises Phone: (PENDING

11. Licensed Premises Address: NEC of 107th AVE & 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)
10/01/2007	CURRENT	TREASURER/ASST SECRETARY/DIRECTOR	CIRCLE K STORES INC 1130 W WARNER RD, TEMPE, AZ 85284
05/96	CURRENT	ACCOUNTING DIRECTOR	CIRCLE K STORES INC., 1130 W WARNER RD, TEMPE, AZ 85284

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
06/97	CURRENT	OWN		PHOENIX	AZ	85048

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

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

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

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

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

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

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

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

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 ENTITY ONLY

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

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

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

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

Manager Section

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

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

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

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

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

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

X _____
(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
04 day of FEB, 2009
Day Month Year

OFFICIAL SEAL
TONI JONES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 19, 2011

My commission expires on: _____
Day Month Year

Toni Jones
(Signature of NOTARY PUBLIC)

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

Licensee or Agent Approval of Manager

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

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

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

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

Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

re: **Daniel Adolph Abernathy**

QUESTION 17: Entity response for Circle K Stores Inc.
See attached list of AZ violations

QUESTION 18: Entity response for Circle K Stores Inc.
Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate retail convenience markets in the United States and Canada under the following names.

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Bigfoot (US)	Wink's (Canada)
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Dairy Mart (US)	Becker's (Canada)
Couche-Tard (Canada)	Daisy Mart (Canada)
Provi-Soir (Canada)	Dunkin' Donuts (Canada)

Most of these sites have alcohol.

Number of Sites: Approximately 5,000 (3,000-US & 2,000-Canada)
Circle K Stores Inc operates approximately 2,000 stores in 18 states.

Interest is limited to employee/manager/officer relationship.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

QUESTION 20:
Only as an officer of Circle K Stores Inc.

In response to the entity questions_____
Kim Kwiatkowski

'08 FEB 4 Liq. Dept MIOMB

2008 AZ LIQUOR VIOLATIONS 2008

		Violations:		Dismissed	1st	2nd	3rd	4th	Total			
		Number of:		0	4	1	0	0	5			
	10=B/W											
	09=L/B/W				$1,500.00		count=	10				
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
OPEN	10-100118	2702944	Z3188	Tucson	FIGHTING	1st	2/16/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Juan Jose Guzman
DIS	09-070076	2705281	Z3141	Cave Creek	DISMISSED	1st	4/18/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Ashley Smith
OPEN	10-070204	2701202	Z3168	Mesa	FIGHTING	1st	7/4/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Robert W Wells
OPEN	09-070014	2700145	Z3153	Tempe	FIGHTING	1st	8/22/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Christopher Larson & Dylva
OPEN	10-101132	2708648	Z3188	Tucson	FIGHTING	1st	10/25/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Nathan Andrew Hooper
11-08	09-030014	2705923	Z3121	Flagstaff	$750.00	1st	8/8/2008	AZ DOL	Observed	Yes	Sold to minor	Patrick Leinweber
09-08	10-070502	2707964	Z3117	Phoenix	$750.00	1st	7/26/2008	AZ DOL	Observed	Yes	Sold to minor	Jackline Zazueta
01-09	10-130021	2700759	Z3121	Prescott Valley	$1,500.00	1st	9/13/2008	Yavapai Sheriff	CUB	Yes	Sold to minor/intoxicated	Sharon Marie Stehl
01-09	09-030014	2705923	Z3121	Flagstaff	$750.00	2nd	10/23/2008	Flagstaff PD	CUB	No	Sold to minor	Richard A Horvatich
01-09	10-070162	2700652	Z3142	Phoenix	$1,500.00	1st	9/19/2008	Phx PD	CUB	No	Sold to minor	Kimberly Fuller-Nurudeen

2007 AZ LIQUOR VIOLATIONS 2007

		Violations:		Dismissed	1st	2nd	3rd	4th	Total			
		Number of:		0	9	0	0	0	9			
	10=B/W											
	09=L/B/W				$7,000.00		count=	9				
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
03-07	09-070147	2700079	Z3155	Scottsdale	$500.00	1st	2/7/2007	AZ DOL	CUB	YES	Sold to minor	Dion Marie Peredo
06-07	09-050005	2701577	Z3126	Safford	$750.00	1st	2/21/2007	SAFFORD PD	Observed	NO	Sold to minor	Gersion Calvin
06-07	09-020017	2702945	Z318A	Benson	$750.00	1st	3/29/2007	AZ DOL	Observed	NO	Sold to minor	Victoria Baxter
08-07	10-070112	2700128	Z3116	Glendale	$750.00	1st	1/20/2007	Phx PD	CUB	YES	Sold to minor	Kathy Crawford
10-07	09-110016	2700661	Z3123	Florence	$500.00	1st	8/14/2007	AZ DOL	CUB	YES	Sold to minor	Stephanie Lynne Espitia
01-08	10-074033	2705914	Z3112	Peoria	$1,500.00	1st	9/24/2007	Peoria PD	Observed	na	Intoxicated Employee	Aaron D Bailey
03-08	09-090137	2701941	Z3151	Phoenix	$750.00	1st	11/8/2007	Phx PD	CUB	NO	Sold to minor	Sarah Dawn Stephenson
03-08	10-071120	2708747	Z3141	Phoenix	$750.00	1st	12/9/2007	Phx PD	Call	na	Sold to minor	Steven E Cohage
03-08	09-070204	2700598	Z3112	Phoenix	$750.00	1st	12/6/2007	Phx PD	CUB	NO	Sold to minor	James Michael Dolan

2006 AZ LIQUOR VIOLATIONS 2006

		Violations:		Dismissed	1st	2nd	3rd	4th	Total			
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	10=B/W											
	09=L/B/W				$15,000.00		count=	14				
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
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03-06	10-100073	2700728	Z3182	Tucson	$750.00	1st	3/13/2006	AZ DOL	CUB	NO	Sold to minor	Troy A. Romo
04-06	10-075013	2705288	Z3158	Tempe	$750.00	1st	4/15/2006	AZ DOL	CUB	NO	Sold to minor	Diana Martinez
06-06	09-070167	2700225	Z3123	Gila Bend	$750.00	1st	6/2/2006	AZ DOL	CUB	NO	Sold to minor	Noemi Martinez
07-06	10-111040	2700867	Z3123	Casa Grande	$750.00	1st	4/4/2006	AZ DOL	CUB	NO	Sold to minor	Deanna Dittmer
10-06	09-040021	2706670	Z3127	Star Valley	$750.00	1st	8/18/2006	Payson PD	Observed	NA	Sold to intoxicated Person	Gerry Burke
10-06	10-074912	2706643	Z3142	Phoenix	$750.00	1st	9/22/2006	AZ DOL	CUB	NO	Sold to minor	Lois Benson
12-06	09-070200	2701317	Z3165	Chandler	$3,000.00	2nd	10/13/2006	AZ DOL	CUB	NO	Sold to minor	Mitchell E Carrithers
01-07	09-070226	2703735	Z3111	Phoenix	$750.00	1st	9/10/2006	Phx PD	Called	na	Disorderly on Premisese	John Brooks
01-07	10-074267	2702872	Z3146	Phoenix	$750.00	1st	9/15/2006	Phx PD	CUB	NO	Sold to minor	Elizabeth Perez Hermina
01-07	10-074215	2705287	Z3164	Phoenix	$750.00	1st	9/29/2006	Phx PD	CUB	NO	Sold to minor	Daniel Ray Byrd
01-07	09-070171	2705576	Z3115	Phoenix	$3,000.00	2nd	12/1/2006	Phx PD	CUB	NO	Sold to minor	Leon Michaael Burke

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Liquor License # 09074007 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) P1040849

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: HAXEL (Last) GEOFFREY (First) CHARLES (Middle) Date of Birth [redacted] **(This Will Not Become a Part of Public Records)**

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

4. Place of Birth: PONCA CITY (City) OK (State) USA (**Country** (not county)) Height: 5'11" Weight: 248 Eyes: BLU Hair: BR

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phon [redacted]

6. Name of Current or Most Recent Spouse: HAXEL (Last) LORI (First) GLYN (Middle) SMITH (Maiden) Date of Bi [redacted]
   (List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: AUGUST 2001

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

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

10. Name of Licensed Premises: CIRCLE K STORE # AVON 1 Premises Phone: (PENDING

11. Licensed Premises Address: NEC of 107th AVE & 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)
08/01	CURRENT	REGIONAL VICE PRESIDENT	CIRCLE K STORES INC 1130 W WARNER RD, TEMPE, AZ 85284
03/00	07/01	NORTHWEST REGIONAL MANAGER	CIRCLE K STORES INC 1130 W WARNER RD, TEMPE, AZ 85284

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
08/01	CURRENT	Own	[redacted]	SCOTTSDALE	AZ	85255

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

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

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

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

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

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

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

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
ENTITY ONLY

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, GEOFFREY CHARLES HAXEL, 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 Geoff C. Hax
(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 04 day of FEB, 2009
Day Month Year

OFFICIAL SEAL
TONI JONES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 19, 2011

My commission expires on: _____
Day Month Year

Toni Jones
(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)

Questionaire Supplementary for AZ Dept of Liquor License & Control

QUESTION 15 & 16:
1985 - Tulsa, OK; arrested for misdemeanor public intoxication & disturbing the peace
Paid a fine & released

2004 - Peoria, AZ arrested in February and convicted in August of an extreme DUI.

QUESTION 17: Entity response for Circle K Stores Inc.
See attached list of AZ violations

QUESTION 18:
Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate retail convienence markets in the United States and Canada under the following names.

Circle K (US)	Tabatout (Canada)
Phillips 66 (US)	Dipanneur 7 jours (Canada)
Mac's (US)	Mac's (Canada)
Bigfoot (US)	Wink's (Canada)
Handy Andy (US)	Mike's Mart (Canada)
Dairy Mart (US)	Becker's (Canada)
Couche-Tard (Canada)	Daisy Mart (Canada)
Provi-Soir (Canada)	Dunkin' Donuts (Canada)

Most of these sites have alcohol.

Number of Sites: Approximately 4,300 (2,400-US & 1,900-Canada)
Circle K Stores Inc operates approximately 1.700 stores in 16 states.

Interest is limited to employee/manager/officer relationship.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefor it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

QUESTION 20:
Only as an officer of Circle K Stores Inc.

Signature: _____ Date: 2/4/09

'09 FEB 4 Liq. Dept 9:10AM

2008 AZ LIQUOR VIOLATIONS 2008

		Violations:		Dismissed	1st	2nd	3rd	4th	Total			
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FR Current

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
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QUESTIONNAIRE

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TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 09074007 (If the location is currently licensed)

1. **Check appropriate box** →

☐ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must comple #21 for a Manager	■ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: GLOVER (Last) KIMBERLY (First) MARIE (Middle) Date of Birth [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: D01058699 (NOT a public record) State: ARIZONA

4. Place of Birth: CLEVELAND (City) OHIO (State) USA (Country) (not county) Height: 5'4" Weight: 180 Eyes: GR Hair: BL

5. Marital Status ☐ Single ☐ Married ■ Divorced ☐ Widowed Daytime Contact Phone [redacted]

6. Name of Current or Most Recent Spouse: N/A (Last) (First) (Middle) (Maiden) Date of Birth: N/A
(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: 07/2000

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

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

10. Name of Licensed Premises: CIRCLE K STORE # AVON 1 Premises Phone: PENDING

11. Physical Location of Licensed Premises Address: NEC of 107th AVE & 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 (street address, city, state & zip)
8/2000	CURRENT	CONVENIENCE STORE	Circle K STORES INC. 1130 W WARNER Rd, Tempe, AZ 85284

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 with name, address and phone number of landlord	City	State	Zip
4/2008	CURRENT	OWN		GILBERT	AZ	85233
8/2003	4/2008	RENT	1503 W PACIFIC DR	GILBERT	AZ	85233
			LANDLORD: MIKE SIMON 1503 W PACIFIC DR (480)926-9015	GILBERT	AZ	85233

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

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

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

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 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 been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐YES ■NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ■YES ☐NO
ENTITY ONLY

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ■YES ☐NO
ENTITY ONLY

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ■NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? MANAGER of other Circle K Stores. ■YES ☐NO

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

20. I, KIMBERLY MARIE GLOVER, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Kimberly Marie Glover
(Signature of Applicant)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 04 day of FEB, 2009
Month Year

Toni Jones
(Signature of NOTARY PUBLIC)

My commission expires on: _____ Day Month Year

OFFICIAL SEAL
TONI JONES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 19, 2011

09 FEB 4 PM 1:07 LIQ. DEPT. MAILROOM

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

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

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 04 day of FEB, 2009
Month Year

Toni Jones
(Signature of NOTARY PUBLIC)

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

Kim Kenneth Kwiatkowski
Print Name

My commission expires on: _____ Day Month Year

OFFICIAL SEAL
TONI JONES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 19, 2011

Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

QUESTION 17: Entity response for Circle K Stores Inc.
See attached list of AZ violations

QUESTION 18: Entity response for Circle K Stores Inc.
Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate retail convenience markets in the United States and Canada under the following names.

Circle K (US)	Tabatout (Canada)
Phillips 66 (US)	Dipanneur 7 jours (Canada)
Mac's (US)	Mac's (Canada)
Bigfoot (US)	Wink's (Canada)
Handy Andy (US)	Mike's Mart (Canada)
Dairy Mart (US)	Becker's (Canada)
Couche-Tard (Canada)	Daisy Mart (Canada)
Provi-Soir (Canada)	Dunkin' Donuts (Canada)

Most of these sites have alcohol.

Number of Sites: Approximately 5,000 (3,000-US & 2,000-Canada)
Circle K Stores Inc operates approximately 2,000 stores in 18 states.

Interest is limited to employee/manager/officer relationship.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

In response to the entity questions_____
Kim Kwiatkowski

'08 FEB 4 Liq. Dept AM10:50

2008 AZ LIQUOR VIOLATIONS 2008

			Violations:	Dismissed	1st	2nd	3rd	4th	Total				
			Number of:	0	4	1	0	0	5				
	10=B/W												
	09=L/B/W				$1,500.00		count=	10					
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE	
OPEN	10-100118	2702944	Z3188	Tucson	FIGHTING	1st	2/16/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Juan Jose Guzman	
DIS	09-070076	2705281	Z3141	Cave Creek	DISMISSED	1st	4/18/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Ashley Smith	
OPEN	10-070204	2701202	Z3168	Mesa	FIGHTING	1st	7/4/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Robert W Wells	
OPEN	09-070014	2700145	Z3153	Tempe	FIGHTING	1st	8/22/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Christopher Larson & Dylva	
OPEN	10-101132	2708648	Z3188	Tucson	FIGHTING	1st	10/25/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Nathan Andrew Hooper	
11-08	09-030014	2705923	Z3121	Flagstaff	$750.00	1st	8/8/2008	AZ DOL	Observed	Yes	Sold to minor	Patrick Leinweber	
09-08	10-070502	2707964	Z3117	Phoenix	$750.00	1st	7/26/2008	AZ DOL	Observed	Yes	Sold to minor	Jackline Zazueta	
01-09	10-130021	2700759	Z3121	Prescott Valley	$1,500.00	1st	9/13/2008	Yavapai Sheriff	CUB	Yes	Sold to minor/intoxicated	Sharon Marie Stehl	
01-09	09-030014	2705923	Z3121	Flagstaff	$750.00	2nd	10/23/2008	Flagstaff PD	CUB	No	Sold to minor	Richard A Horvatich	
01-09	10-070162	2700652	Z3142	Phoenix	$1,500.00	1st	9/19/2008	Phx PD	CUB	No	Sold to minor	Kimberly Fuller-Nurudeen	

2007 AZ LIQUOR VIOLATIONS 2007

			Violations:	Dismissed	1st	2nd	3rd	4th	Total				
			Number of:	0	9	0	0	0	9				
	10=B/W												
	09=L/B/W				$7,000.00		count=	9					
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE	
03-07	09-070147	2700079	Z3155	Scottsdale	$500.00	1st	2/7/2007	AZ DOL	CUB	YES	Sold to minor	Dion Marie Peredo	
06-07	09-050005	2701577	Z3126	Safford	$750.00	1st	2/21/2007	SAFFORD PD	Observed	NO	Sold to minor	Gersion Calvin	
06-07	09-020017	2702945	Z318A	Benson	$750.00	1st	3/29/2007	AZ DOL	Observed	NO	Sold to minor	Victoria Bexter	
08-07	10-070112	2700128	Z3116	Glendale	$750.00	1st	1/20/2007	Phx PD	CUB	YES	Sold to minor	Kathy Crawford	
10-07	09-110016	2700661	Z3123	Florence	$500.00	1st	8/14/2007	AZ DOL	CUB	YES	Sold to minor	Stephanie Lynne Espitia	
01-08	10-074033	2705914	Z3112	Peoria	$1,500.00	1st	9/24/2007	Peoria PD	Observed	na	Intoxicated Employee	Aaron D Bailey	
03-08	09-090137	2701941	Z3151	Phoenix	$750.00	1st	11/8/2007	Phx PD	CUB	NO	Sold to minor	Sarah Dawn Stephenson	
03-08	10-071120	2708747	Z3141	Phoenix	$750.00	1st	12/9/2007	Phx PD	Call	na	Sold to minor	Steven E Cohage	
03-08	09-070204	2700598	Z3112	Phoenix	$750.00	1st	12/6/2007	Phx PD	CUB	NO	Sold to minor	James Michael Dolan	

2006 AZ LIQUOR VIOLATIONS 2006

			Violations:	Dismissed	1st	2nd	3rd	4th	Total				
			Number of:	0	12	2	0	0	14				
	10=B/W												
	09=L/B/W				$15,000.00		count=	14					
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE	
02-06	09-030015	2705922	Z3121	Flagstaff	$750.00	1st	1/13/2006	AZ DOL	CUB	NO	Sold to minor	Robert F Pesler	
03-06	10-071004	2701739	Z3151	Phoenix	$750.00	1st	2/24/2006	AZ DOL	CUB	NO	Sold to minor	Estine Wells	
03-06	10-111041	2700233	Z3125	Eloy	$750.00	1st	2/25/2006	AZ DOL	CUB	NO	Sold to minor	Tina Louise Anderson	
03-06	10-100073	2700728	Z3182	Tucson	$750.00	1st	3/13/2006	AZ DOL	CUB	NO	Sold to minor	Troy A. Romo	
04-06	10-075013	2705288	Z3158	Tempe	$750.00	1st	4/15/2006	AZ DOL	CUB	NO	Sold to minor	Diana Martinez	
06-06	09-070167	2700225	Z3123	Gila Bend	$750.00	1st	6/2/2006	AZ DOL	CUB	NO	Sold to minor	Noemi Martinez	
07-06	10-111040	2700867	Z3123	Casa Grande	$750.00	1st	4/4/2006	AZ DOL	CUB	NO	Sold to minor	Deanna Dittmer	
10-06	09-040021	2706670	Z3127	Star Valley	$750.00	1st	8/18/2006	Payson PD	Observed	NA	Sold to Intoxicated Person	Gerry Burke	
10-06	10-074912	2706543	Z3142	Phoenix	$750.00	1st	9/22/2006	AZ DOL	CUB	NO	Sold to minor	Lois Benson	
12-06	09-070200	2701317	Z3165	Chandler	$3,000.00	2nd	10/13/2006	AZ DOL	CUB	NO	Sold to minor	Mitchell E Carrithers	
01-07	09-070226	2703735	Z3111	Phoenix	$750.00	1st	9/10/2006	Phx PD	Called	na	Disorderly on Premisess	John Brooks	
01-07	10-074267	2702872	Z3146	Phoenix	$750.00	1st	9/15/2006	Phx PD	CUB	NO	Sold to minor	Elizabeth Perez Hermina	
01-07	10-074215	2705287	Z3164	Phoenix	$750.00	1st	9/29/2006	Phx PD	CUB	NO	Sold to minor	Daniel Ray Byrd	
01-07	09-070171	2705576	Z3115	Phoenix	$3,000.00	2nd	12/1/2006	Phx PD	CUB	NO	Sold to minor	Leon Michazel Burke	

'08 FEB 4 1:47 TEL 84105

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

Kimberly M. Glover
Individual Name (Print)

Kimberly M. Glover
Individual Signature

JAN 2 8 2009
Date Training Completed

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

■ YES ☐ NO BASIC	☐ YES ■ NO ON SALE	
■ YES ☐ NO MANAGEMENT	■ YES ☐ NO OFF SALE	
■ YES ☐ NO BOTH	☐ YES ■ NO OTHER	

LANGUAGE OF INSTRUCTION :

■ ENGLISH ☐ SPANISH

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
Kim Kwiatkowski	Circle K Stores Inc.	09074007

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Circle K Stores Inc.
Company or Individual Name

1130 W Warner Rd, Bldg B
Address

City	State	Zip	Phone
Tempe	AZ	85284	602-728-8000

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

JANET MEZA
Trainer Name (Print)

Janet L Meza
Trainer Signature

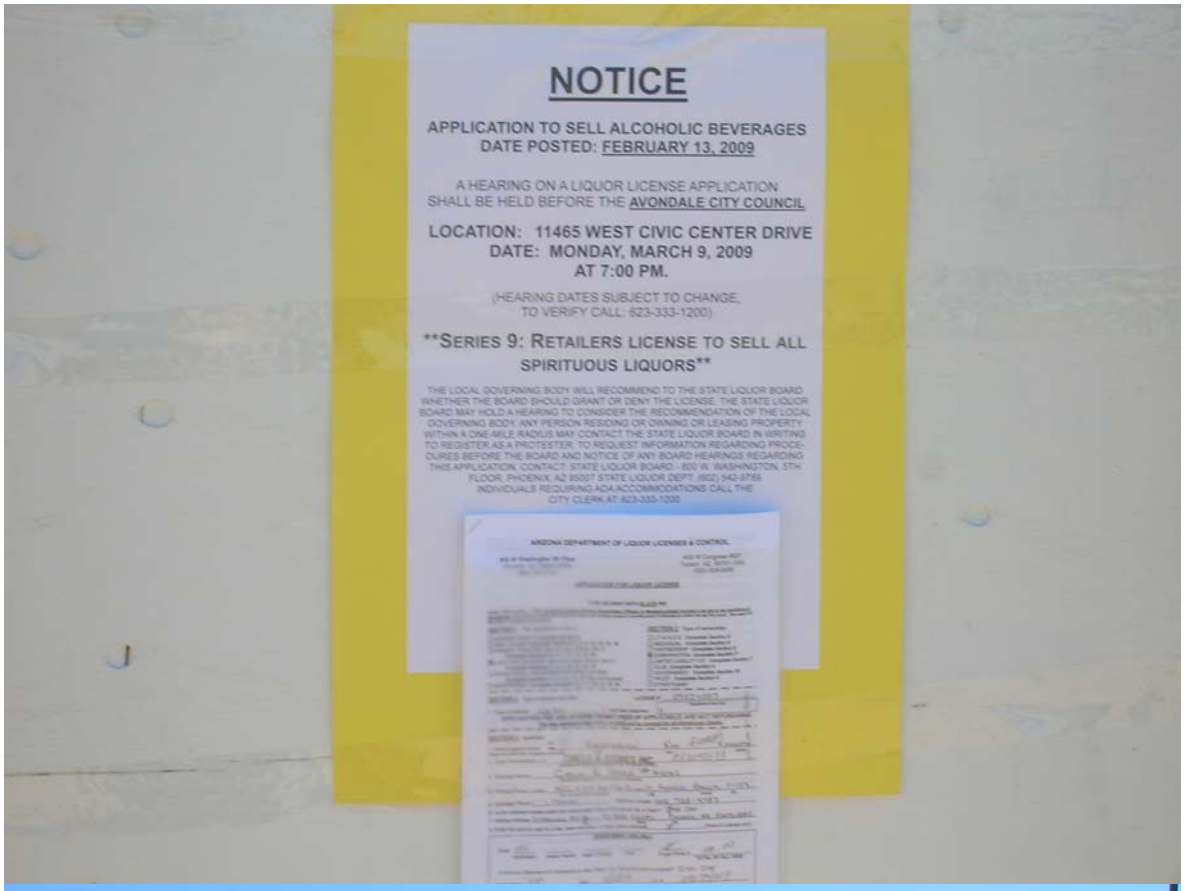
JAN 2 8 2009
Date

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

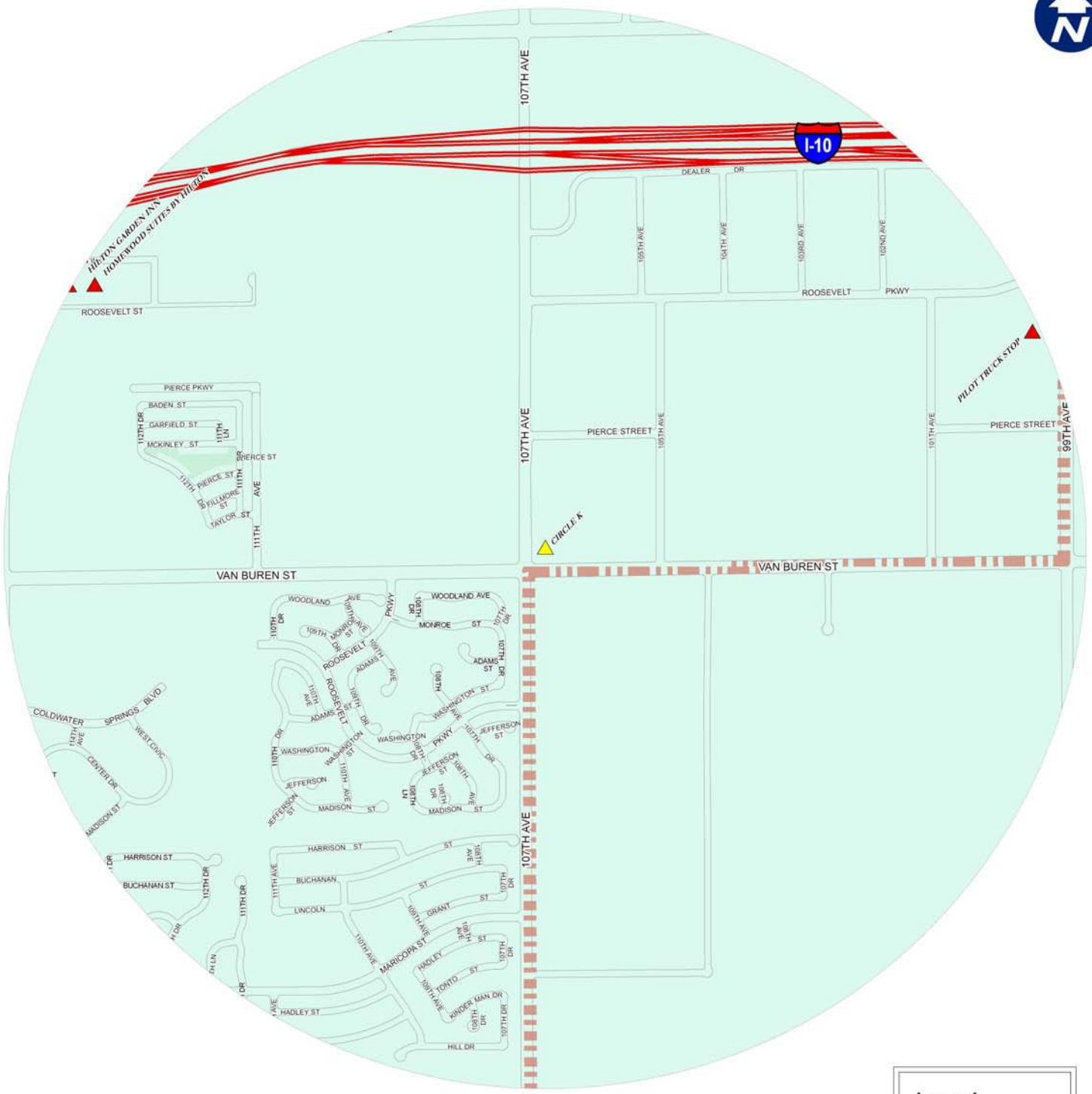
Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.

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

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


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: FEBRUARY 13, 2009
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, MARCH 9, 2009
AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)
**SERIES 9: RETAILERS LICENSE TO SELL ALL
SPIRITUOUS LIQUORS**

AVAILABLE
VENTURE
www.venturedg.com
702-851-7200
Avondale
CITY HALL



Legend

PLACES OF WORSHIP

- CHURCH

Liquor License

- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

Circle K
NEC of Van Buren St & 107th Ave
1 Mile Buffer

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: KIM KWIATKOWSKI

BUSINESS NAME: CIRCLE K

ADDRESS: NORTH EAST CORNER OF VAN BUREN ST. & 107TH AVE.

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Police Lieutenant
TITLE

03-04-09
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 9, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 26, 2009

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: KIM KWIATKOWSKI

BUSINESS NAME: CIRCLE K STORE

ADDRESS: NORTHEAST CORNER OF 107TH AVENUE & VAN BUREN STREET

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jeff G. Jones
SIGNATURE

2/23/09
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 9, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 26, 2009

City of Avondale

CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: KIM KWIATKOWSKI

BUSINESS NAME: CIRCLE K STORE

ADDRESS: NORTHEAST CORNER OF 107TH AVENUE & VAN BUREN STREET

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

DEPARTMENTAL COMMENTS:

☐ APPROVED
☒ DENIED

SIGNATURE: [signature] DATE: 2/25/2009

TITLE: PLANNER II

☒ APPROVED
☐ DENIED

SIGNATURE: [signature] DATE: 2/25/09

TITLE: Development Service Director

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 9, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 26, 2009

DEVELOPMENT SERVICES

MEMORANDUM

DATE: February 25, 2009

TO: Carmen Martinez, City Clerk

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

SUBJECT: Series 9 Liquor License for Circle K Stores, Inc.
NEC 107th Avenue and Van Buren Street

The proposed site is located at the northeast corner of 107th Avenue and Van Buren Street. The site is vacant; a formal site plan application for a Circle K at this location has not been submitted to the Development Services Department for review.

The General Plan designates the property as Employment.

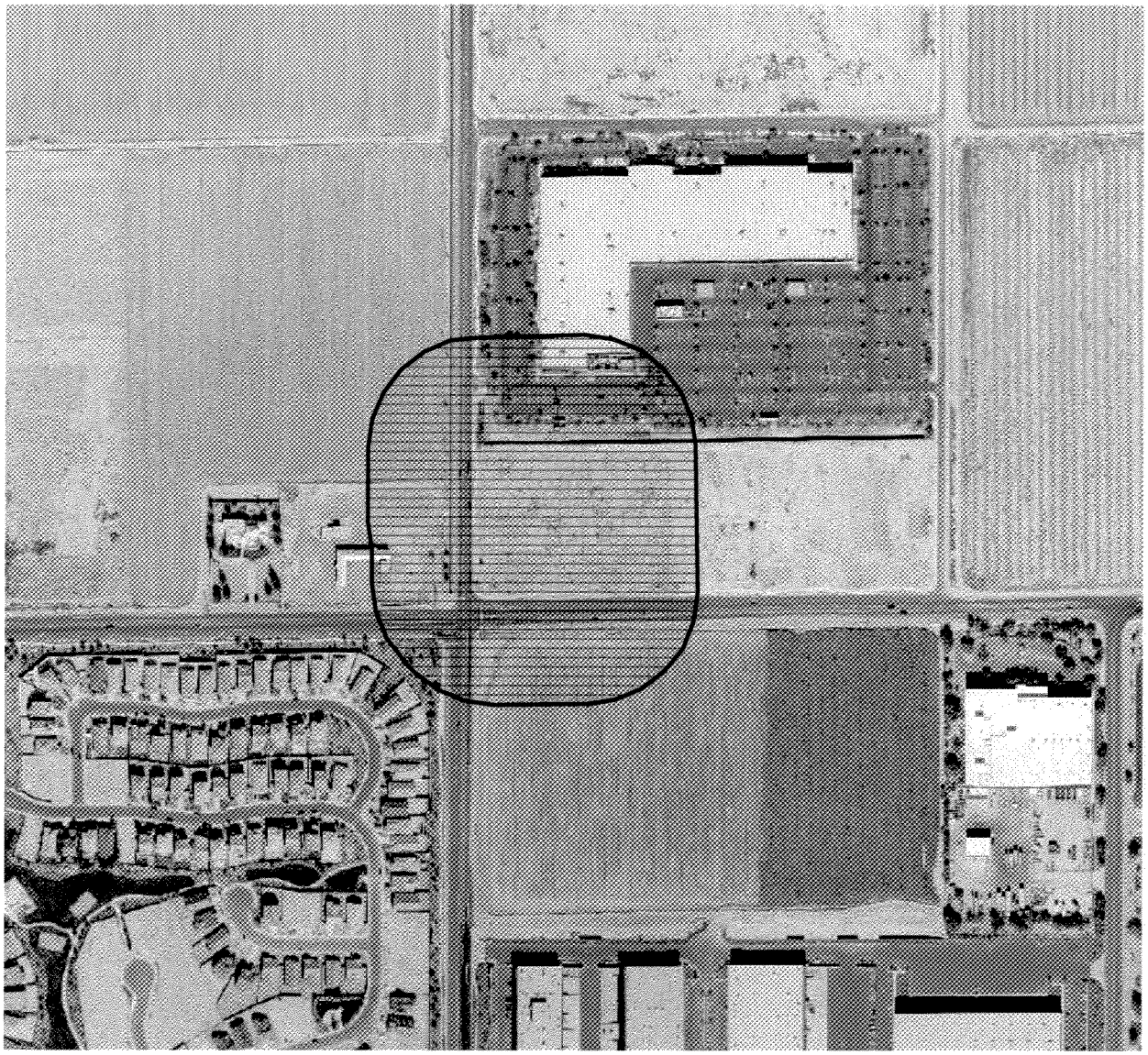
The subject property is located within the Griffith PAD (Planned Area Development) Zoning District. This PAD allows for C-2 (Community Commercial) uses at the corner of 107th Avenue and Van Buren Street. A gas station with convenience store is permitted at this location subject to approval of a Conditional Use Permit. A Conditional Use Permit application has not been filed with the Development Services Department.

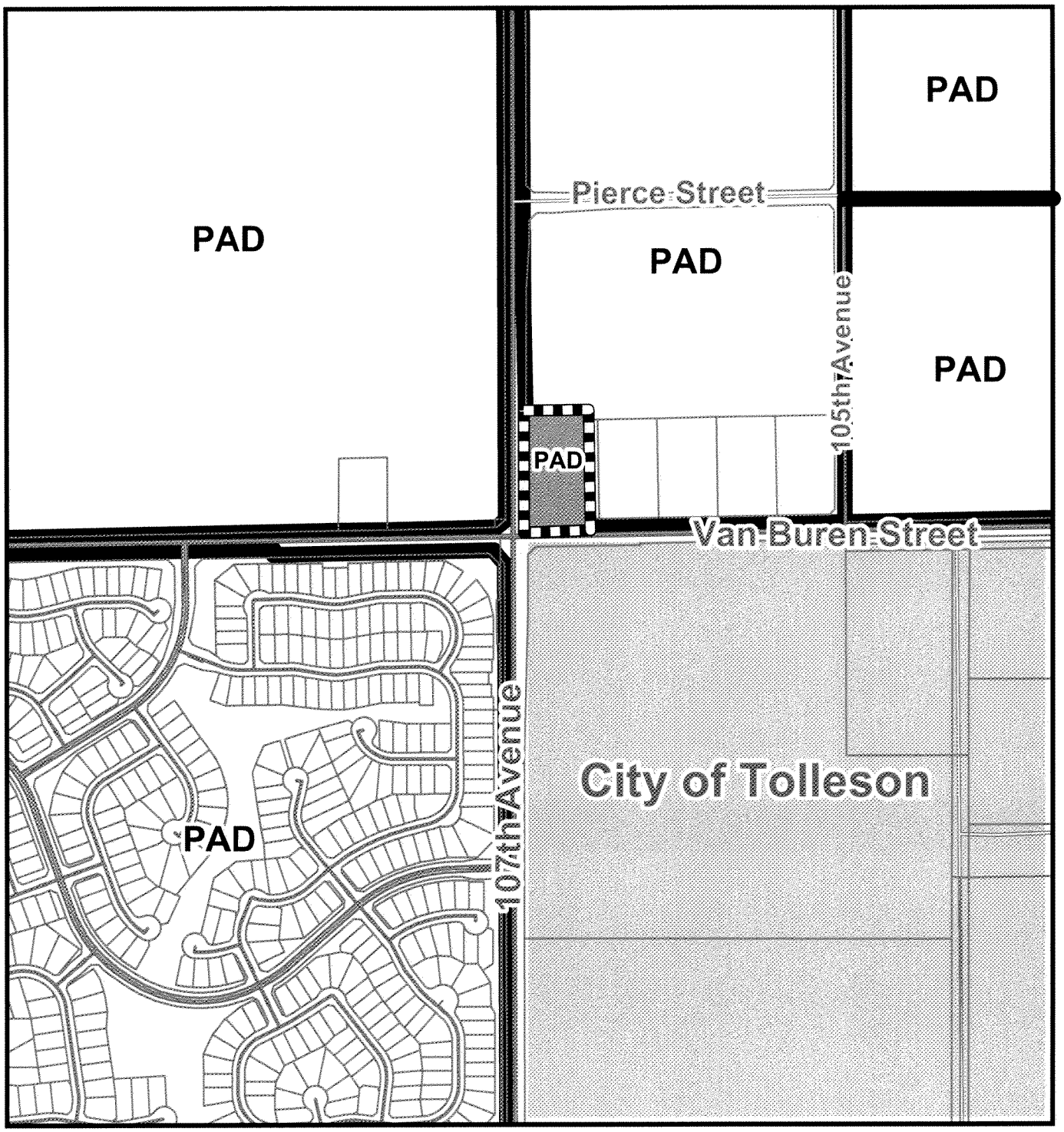
For Series 9 (Liquor Store) Licenses, State Statute requires a minimum separation of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the northeast corner of 107th Avenue and Van Buren.

Staff recommends that this liquor license application be tabled until Conditional Use Permit and Site Plan applications for this use are processed by staff and approved by the City Council.

Attachment: 2009 Aerial Photo
Zoning Vicinity Map
Separation Map

Proposed Circle K
300 Foot Separation Requirement

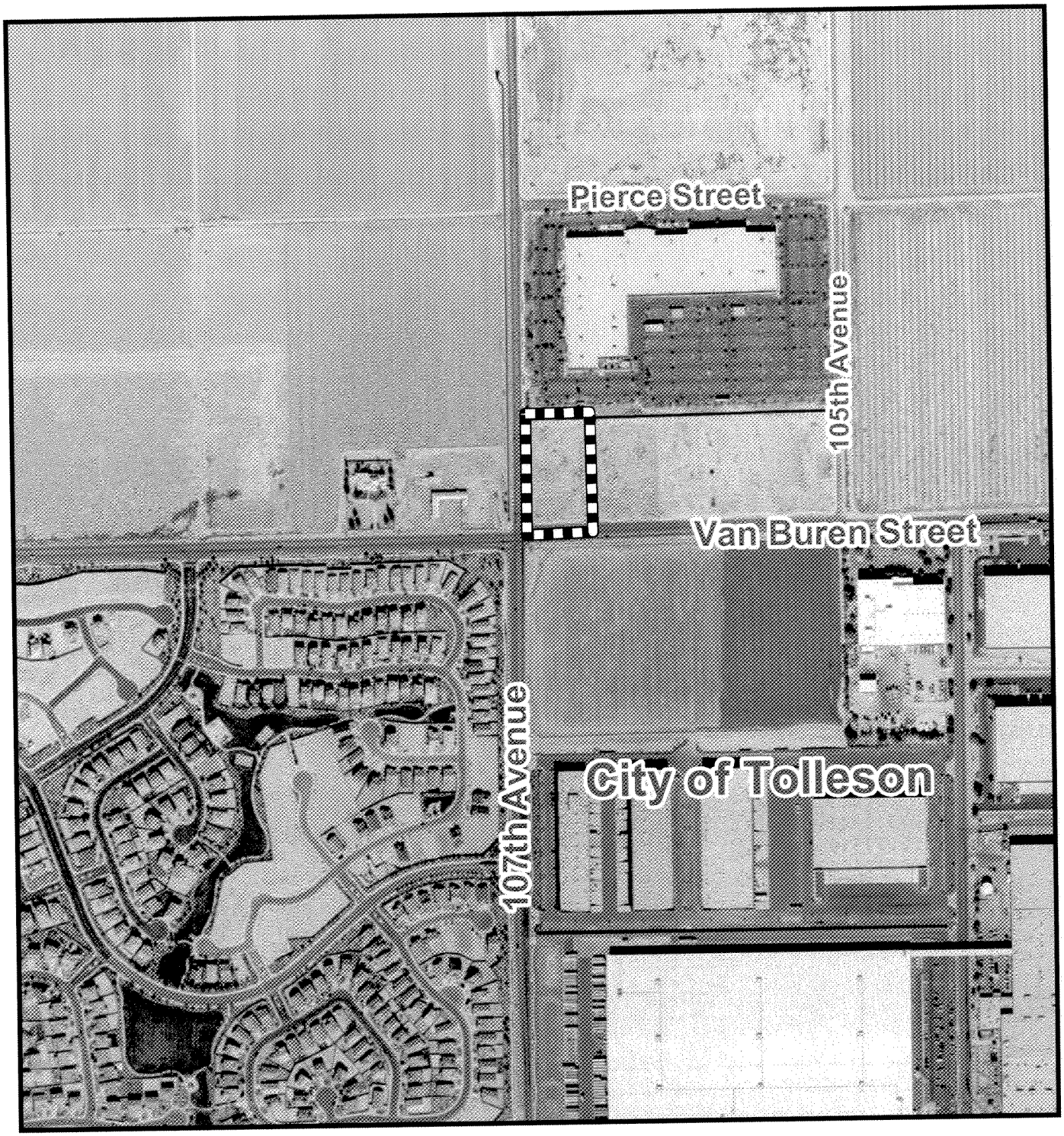




Zoning Vicinity Map

Avondale

Subject Property



Aerial Photograph 2008

Avondale

Subject Property

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Thai Orchid Garden

MEETING DATE:
March 9, 2009

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 Mr. John Wilson for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Thai Orchid Garden, 12725 West Indian School Road, #A-104.

DISCUSSION:

The City Clerk's Office has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Mr. John Wilson, Thai Orchid Garden, 12725 West Indian School Road, #A-104, Avondale, Arizona. This is a new license. The required fee of $850.00 has been paid.

As required by state law and city ordinance, the application was posted from February 13, 2009 through March 4, 2009 and a notice was published in the West Valley View on March 3, 2009 and March 6, 2009. No comments were received.

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

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

RECOMMENDATION:

Staff recommends that the City Council approve this request from Mr. John Wilson for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Thai Orchid Garden, 12725 West Indian School Road, #A-104.

ATTACHMENTS:

Click to download

- Application
- Comments
- Vicinity Map
- Posting pictures

'09 FEB 5 Liqr. Dept AM10:15

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees: LICENSE #: 12077903

1. Type of License: BEER / WINE RESTAURANT #12 2. Total fees attached: $ $100 + $72 FOR FPC

Department Use Only

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

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

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

1. Applicant/Agent's Name: Ms. Mr. WILSON JOHN MICHAEL
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: THAI ORCHID GARDEN, LLC L-1478560-4
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: THAI ORCHID GARDEN
(Exactly as it appears on the exterior of premises)
4. Business Address: 12725 W. INDIAN SCHOOL RD A104, AVONDALE MARICOPA 85392
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (623) 536-2800 Residence Phone: ( )
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 12725 W. INDIAN SCHOOL RD, A104 AVONDALE AZ 85392
City State Zip
8. Enter the amount paid for a **06, 07, or 09** license: $ NA **(Price of License ONLY)**

DEPARTMENT USE ONLY

Accepted by: J.W Date: 2-5-09 Lic. # 12077903

Fees:	Application	Interim Permit	Agent Change	Club	F. Prints	$ TOTAL
	100	—	—	—	72	172 —

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

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

SECTION 5 Interim Permit:

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

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

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

foregoing application
X _____
(Signature)

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

_____ day of _____ , _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

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

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

1. Name of Corporation/L.L.C.: THAI ORCHID GARDEN LLC
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 15 SEPT 08 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: ~~L14785604~~ Date authorized to do business in AZ ~~25 SEPT 08~~
4. AZ L.L.C. File No: L14785604 Date authorized to do business in AZ: 25 SEPT 08
5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____
6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
WILSON	JOHN	MICHAEL	MEMBER	[redacted]	
ADAMS	PERRY	MACK	MEMBER	[redacted]	
WATTANAWAT	WANNA	(NMN)	MEMBER	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Residence Address	City State Zip
WILSON	JOHN	MICHAEL	33.4	[redacted]	
ADAMS	PERRY	MACK	33.3	[redacted]	
WATTANAWAT	WANNA	(NMN)	33.3	[redacted]	

(ATTACH ADDITIONAL SHEET 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 IF NECESSARY)

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

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

2. Assignee's Name: _____
Last First Middle

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

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

1. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

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

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY).

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

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

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

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

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

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

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

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

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

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

X _____
(Signature of CURRENT LICENSEE)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

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

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

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

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

SECTION 13 Questions for all in-state applicants: SEE AMENDMENT

1. Distance to nearest school: 2111 ft. (Regardless of distance) Name of school: CORTE SIERRA ELEMETRY SCHOOL
   Address 3300 N. SANTA FE TRAIL, AVONDALE AZ 85340

2. Distance to nearest church: 3190 ft. (Regardless of distance) Name of church: TRINITY LUTHERAN CHURCH
   Address 830 E. PLAZA DR, LITCHFIELD PARK, AZ 85392

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

4. If the premises is leased give lessors: Name RKB LITCHFIELD DEVELOPMENT, LLC, C/O GRUBB & ELLIS MGT SER
   Address 2375 E. CAMELBACK RD, SUITE 300 PHX, AZ 85016

4a. Monthly rental/lease rate $ 3,634.00 What is the remaining length of the lease? 2 yrs. 10 mos.

4b. What is the penalty if the lease is not fulfilled? $ _____ or other FULL PAYMENT OF LEASE
(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) THAI RESTAURANT & TAKE OUT

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

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: _____ ft. **(Regardless of distance)** Name of school: _____ Address _____
2. Distance to nearest church: **3074** ft. **(Regardless of distance)** Name of church: **Litchfiled Park First Baptist Church** Address **901 E. Plaza Circle, Litchfield Park, AZ 85392**
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 _____

AMENDMENT

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

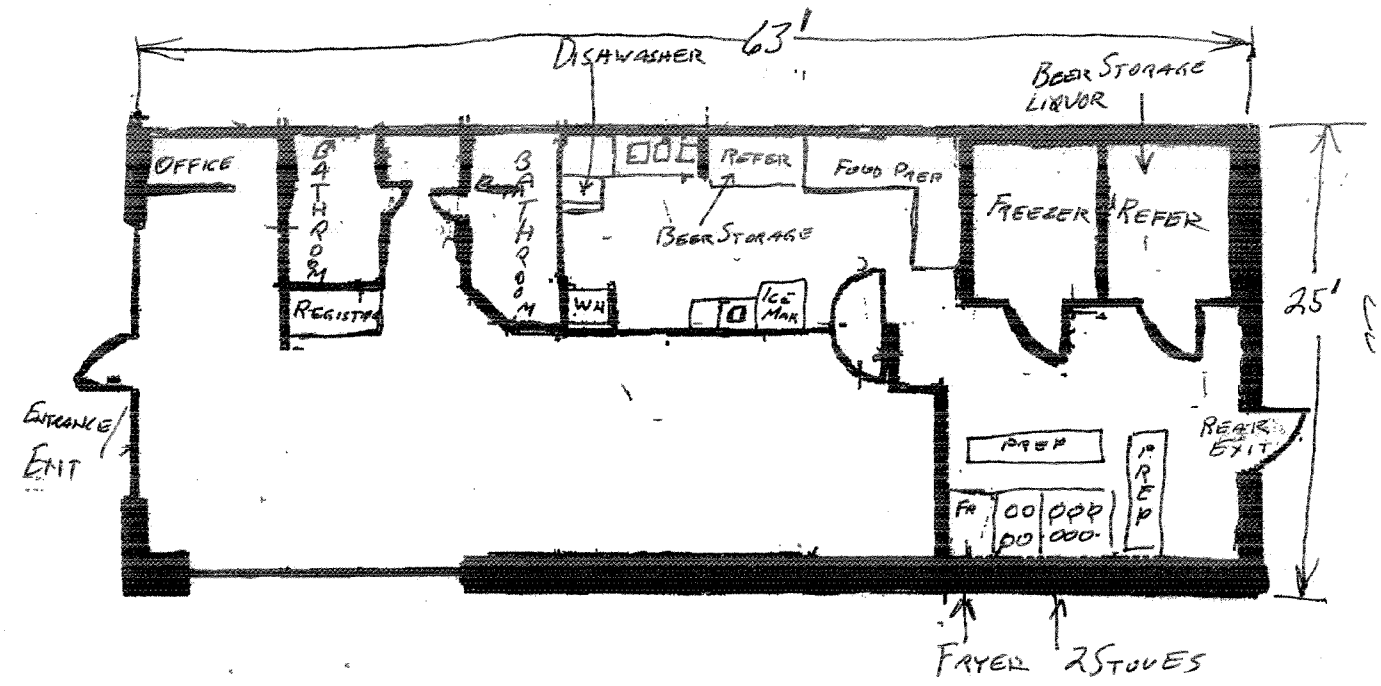
SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

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 _____

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 BACK OF THIS PAGE.**

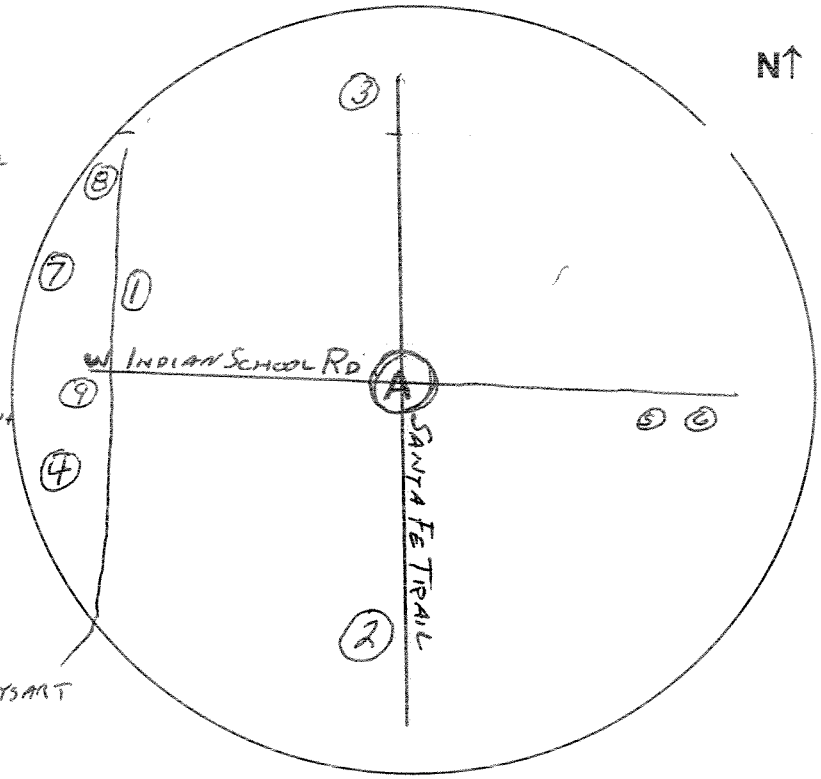
List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

'09 FEB 5 Liqr. Dept AM10:15

1. Albertson
2. Corte Sierra School
3. Wigwam Creek Middle School
4. Trinity Lutheran Church/School
5. Manny's Mexican Restaurant
6. Light House Restaurant
7. Albertson's Express
8. Deros Pizza
9. Litchfield Park First Baptist Church
10.
11.
12.
13.
14.
15.

SEE AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

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

X _____
(Signature)

State of Az County of Pinal

The foregoing instrument was acknowledged before me this 2 (Day) day of January (Month), 2009 (Year)

My commission expires on: 2/14/12

_____
(Signature of NOTARY PUBLIC)

Official Seal
NOTARY PUBLIC
STATE OF ARIZONA
County of Pinal
ANGEL YOUNG
My Commission Expires February 14, 2012

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

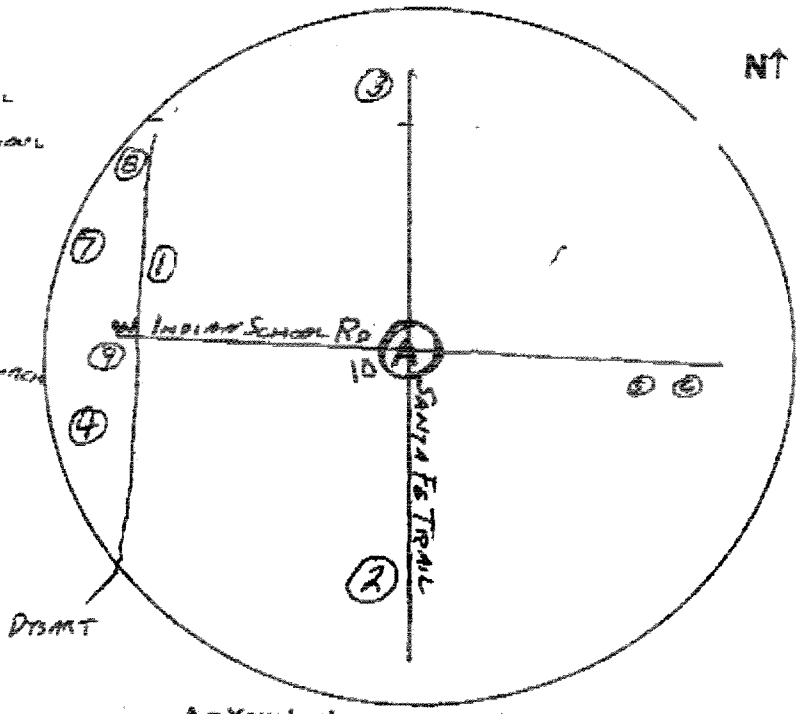
'09 MAR 3 Liq. Lic. AM 8:25

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)

'09 FEB 5 Liq. Dept AM10:15

1. Albertson
2. Corte Sierra School
3. Wigwam Creek Middle School
4. Trinity Lutheran Church/School
5. Mario Mexican Restaurant
6. Light House Restaurant
7. Albertsons Express
8. Domes Pizza
9. Litchfield Park First Baptist Church
10. Wine Styles
11.
12.
13.
14.
15.

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

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

(Print name of APPLICANT/AGENT listed in Section 4 Question 1)

X _____ (Signature)

State of Az County of Pinal

The foregoing instrument was acknowledged before me this 2 (Day) day of January (Month) 2009 (Year)

My commission expires on: 2/14/12

Angel Young (Signature of NOTARY PUBLIC)

Official Seal
NOTARY PUBLIC
STATE OF ARIZONA
County of Pinal
ANGEL YOUNG
My Commission Expires February 14, 2012

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

'09 FEB 5 Liqr. Dept AM10:15

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

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
      1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Guest Checks
      4) Coupons/Specials
      5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns

12. Payroll Records

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

I, (**print** licensee name):

Wilson	John	Michael
Last	First	Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

X _____ (Signature of Licensee)

30 day of January, 2009

Day Month Year

My commission Expires on: 09-01-11

Day Month Year

_____ (Signature of NOTARY PUBLIC)

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

OFFICIAL SEAL
ROBIN S. BENJAMIN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jan. 9, 2011

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

225
3651

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 # 10027903

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

Grill	NA		
Oven	SOUTHBEND 6 BURNER 6.13 CUBIC FT	IMPERIAL 4 BURNER CUBIC FT	
Freezer	WALK IN 500 CUBIC FT BOOTZ MFG INC		
Refrigerator	WALK IN 500 CUBIC FT BOOTZ MFG INC		
Sink	4 SINKS PREP 1 EA SINK 2'X2'X14"	DISH WASHING SINK 3 EACH 14"X18"X18"	
Dish Washing Facilities	GREEN WORLD 3 SINK MODEL TSA 3-14 D1	DISHWASHER AUTO CHLOR MODEL A-4	SINK 1 EA TSBIR2
Food Preparation Counter	1 EA 17.50 ⊕ FT	1 EA 4.5 ⊕ FT	1 EA 4.5 ⊕ FT
Other			
Other			
Other			

2. Print the name of your restaurant:
THAI ORCHID GARDEN

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 [900 ⊕ FT 48 SEATING ALLOWED]

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

   c. **Total area** of your premises [1846 ⊕ 48]

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? NA
   (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.) 90 %

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

Lic0114 05/2004

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).

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.

COOK - 1 - DUTIES COOK
DISHWASHER - 1 - WASH DISHES/BUS TABLES
SERVERS - 2 - WAITPOSSING, HELP CLEAR TABLES, CASHIER
FOOD PREP - 1 TO 2 - HELP COOK/SERVERS PREPARE FOOD FOR COOK, STORE FOODS AFTER DELIVERIES, HELP WHERE NEEDED
MANAGER - 1 - OVERSEE OPERATION OF RESTAURANT AND FILL IN WHERE NECESSARY AT ALL JOBS.

Attach additional sheets if necessary

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

x [signature]
(Signature of APPLICANT)

State of AZ County of Pinal
The foregoing instrument was acknowledged before me this
2 day of January 2009
Day Month Year

[signature]
(Signature of NOTARY PUBLIC)

My commission expires on: 2/14/12

Official Seal
NOTARY PUBLIC
STATE OF ARIZONA
County of Pinal
ANGEL YOUNG
My Commission Expires February 14, 2012

60. **Khao-Moo-Dang**—Thai B.B.Q Pork with steam rice served with cucumber and Thai red sauce $7.99
61. **Khao-Kai-yang**--Thai B.B.Q chicken marinated with soy sauce, pepper serve with steam rice and cucumber.....$7.99
62. **Teriyaki**—choice of meat with teriyaki sauce with steam rice and cucumber.....$7.99

Vegetarian Dishes

63. **Red curry**—Red curry with assorted vegetables and fried tofu $7.50
64. **Vegetable Soup**—Clear soup with cabbage, carrot, baby corn and water chestnut.....$7.50
65. **Tom yum vegetables**—Hot and sour soup with Thai Herbs, mushroom and mixed vegetable.....$7.25
66. **Coconut vegetables soup**—Coconut milk soup with Thai herbs, and mixed vegetables.....$7.25
67. **Mix vegetables** – with tasty sauce.....$6.99
68. **Vegetable Pad Thai**—Thai rice noodle stir-fried with vegetables.....$7.25
69. **Pad See-yew**—Pan fried big rice noodle with mixed vegetables $7.25
70. **Vegetable fried rice**—Thai style fried rice with mixed vegetables $7.25
71. **Chow Mein**—Stir-fried egg noodle with tofu, mixed vegetable $7.25
72. **Rad Nah**—big rice noodle soup topped with broccoli and brown gravy.....$7.25
73. **Noodle soup**—rice noodle with tofu and vegetable soup....$6.99

Desserts

Sweet Rice with Mango (seasonal).....$3.50

Sweet Rice with Thai Custard..... $3.00

Ice Cream—Vanilla, chocolate, Strawberry, or Coconut..... $1.50

Fried Banana.....$3.50

Beverages

Thai Ice Tea with cream.....$2.00
Thai Ice Coffee with cream.....$2.00
Ice Tea.....$1.50
Hot Tea.....$1.50
Hot coffee.....$1.50
Soft Drink.....$1.50
Orange Juice.....$1.50
Apple Juice.....$1.50

Side Orders

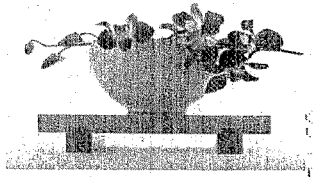
Peanut Sauce.....$1.00
Cucumber Sauce.....$1.00
Sweet and Sour Sauce.....$1.00
Steamed Rice.....$1.00
Sticky Rice.....$2.00

Lunch Special Serve 11:00—2:30PM
Serve with Soup, Egg rolls, and Fried wonton

1. Kraprow Chicken: stir-fried fresh sweet with spicy Thai chili and And Chicken..... $ 5.99
2. Beef Broccoli: Stir-fried beef with broccoli in oyster sauce...$ 5.99
3. Vegetable fried rice: Thai style fried rice whith mixed vegetable $5.99
4. Pad Thai: Stir-fried rice noodles with chicken and vegetable ..$5.99
5. Sweetand sour: chicken, or pork, stir fried with pineapple, tomato, onions, bell pepper, carrot with sweet and sour sauce.....$5.99
6. Red Curry: red curry paste in coconut milk with bamboo shoots, and basil.....$5.99
7. Yellow curry(Khang karee Khai): chicken in coconut milk with Potatoes onions, and carrots.....$5.99
8. stir-fried mixed vegetable: with garlic and oyster sauce.....$5.99
9. Spicy Green Bean: Stir-fried meat with green beans in chili paste with Thai lemon leaves.....$5.99

Thank you

Thai Orchid Garden



Thai Orchid Garden Restaurant

12725 W. Indian School Rd.
Suit A - 104, Avondale
AZ, 85392

Business Hours

Sunday 11:00 AM—8:00 PM
Monday - Thursday
11:00 AM—9:00 PM
Friday - Saturday
11:00 AM—9:30 PM

Tel: (623) 536-2800

Thai Orchid Garden

Restaurant

Appetizers

1. **Fried Egg rolls**—Mixed Vegetables (2pcs) $2.00
2. **Fried Mini Egg Rolls**--Pork, shred carrot, celery. (6pcs) $3.99
3. **Fried Wontons**—Cream cheese (6pcs).....$3.25
4. **Fried Shrimp**—fried shrimps wrapped with egg roll skin (8pcs).....$5.25
5. **Fried Tofu**—with sweet sauce (12pcs).....$6.95
6. **Thai Toast**—Ground pork mixed with vegetables on bread and deep fried (8pcs).....$4.99
7. **Fresh Spring Rolls**— Vegetable, Rice noodle wrap $3.99
8. **Satay Chicken or Beef**—with peanut sauce (4pcs).....$5.50
9. **Fish Cakes**--Spice fish patties with green beans served with spice Cucumber sauce (5pcs)..... .....$6.95
10. **Orchid special combination**—Satay(2), Egg rolls (2), Wanton (4) Fried Vegetable.....$10.95

Thai Salad

11. **Beef Salad**—Grilled beef seasoned with lime juice with vegetable.....$ 7.99
12. **Clear Noodle Salad**—Clear noodle with ground pork, shrimp, Onion, tomato, celery, chili, and lime juice..... $ 7.99
13. **Spicy Seafood Salad**—Shrimp, scallop, green mussels, squid, in spicy, Green salad, celery, tomato, lemon-juice..... $10.99
14. **Larb**—Chicken, pork, or beef seasoned with lime and Vegetable..... .$7.99
15. **Spicy Lemon**—Grill Pork or Beef, with lemon chili sauce..... $ 8.99
16. **Shrimp Salad**—Shrimps lightly sautéed in lemon grass, onions, green onions, mint, homemade chill paste and spicy sauce.....$ 8.99
17. **Papaya Salad**—Green papaya with lime juice, tomatoes, carrots with green bean, peanut and dried shrimp... $ 7.25

Soup

18. **Wonton Soup**—Ground pork wrapped in wonton with pork or chicken..... $ 7.99
19. **Clear Noodle Soup**— Clear noodle with pork or chicken with vegetables.....$ 8.99
20. **Tom Yum**—Hot and sour soup with Thai Herbs, mushrooms with chicken or pork.....$8.99
21. **Tom Yum Seafood**—Hot and sour soup with Thai herbs and seafood.....$11.99
22. **Tom Kha Kai**—Chicken in coconut milk soup with Thai herbs.....$ 8.99
23. **Tom Yum Kung**—Hot and sour soup with Thai Herbs, mushrooms with shrimps. $10.50
24. **Rice Soup**—choice of meat with vegetable.....$7.99

Noodle

25. **Phad-Thai**—Stir-fried rice noodles with chicken or shrimp with vegetable.....$ 7.99
26. **Phad-See-Ew**—Stir-fried flat or noodles with chicken, beef, or pork in dark soy sauce.....$ 7.99
27. **Lard Na**—thick or thin rice noodle with chicken pork, beef or seafood in gravy sauce.....$ 7.99
28. **Chow Mein**—Stir fried egg noodles with chicken, pork, or beef with vegetables.....$ 7.99
29. **Noodle Soup**—Rice or Egg noodles with chicken, or pork with vegetable.....$ 7.50
30. **Noodle Soup**—Rice or Egg noodle with duck or beef, vegetable with dark brow soup.....$ 7.99
31. **Chicken Noodle**-Chicken, noodle, homemade Thai sauce $7.99
32. **Spicy Noodle**-- Choice of meat, basil, jalapenos, onion....$7.99

Curry: Choice of Meat: Chicken, Beef, Pork, or Shrimp add $2.00

33. **Red Curry**—Red chili paste in coconut milk with choice of meat, bamboo shoots and basil leaves.....$7.99
34. **Green Curry**—Green chili paste in coconut milk with choice of meat peas and basil leaves.....$7.99
35. **Pha-Nang**—Choice of meat simmered in a thick coconut milk sauce, Pha-Nang curry paste and Fresh chili, delicious peanut flavor.....$7.99
36. **Mus-Sa-Mun**—Choice of meat simmered in a thick coconut milk sauce, Mus-Sa-Mun curry paste Potato, onions, and peanuts $7.99
37. **Yellow Curry (Khang Karee Khai)**—Chicken in coconut milk with potatoes, onions, and carrots.....$7.99
38. **Shrimp with pineapple curry**—Red curry, coconut milk, bell pepper, onions, basil, and Thai herbs.....$7.99

Barbeque

39. **Thai B.B.Q Chicken**—Marinated chicken grilled to perfection in Thai spices.....$8.99
40. **Thai Sausages**—Grilled to perfection, served with slice ginger, green onion.....$8.99
41. **Thai B.B.Q Shrimps**—Grilled shrimp serve with Thai spicy sauce.....$10.99

Entrée: (Choice of Meat: Chicken, Beef, Pork, or Shrimp add $2.00)

42. **Beef and Broccoli**—Stir-fried beef with broccoli in oyster sauce.....$ 7.99
43. **Sweet & Sour**—Stir-fried choice of meat with pineapple,tomato, onion bell pepper carrot with sweet and sour sauce..... $7.99
44. **Pad Kraprow**—Stir-fried fresh sweet with spicy Thai chili Sauce, and choice of meat..... $7.99
45. **Stir-fried mixed vegetable**-With garlic and oyster sauce.. $7.99
46. **Cashew Chicken**—Stir-fried chicken with carrot, bell pepper, onion topped with cashew nut.....$7.99
47. **Spicy Ginger**—Stir-fried choice of meat with bell pepper, onion, fresh ginger in Thai sauce $7.99
48. **Spicy Green Bean**—Stir-fried choice of meat with green beans in chili paste with Thai lemon leaves.....$7.99
49. **Phad-Woon-Sen**—stir-fried clear noodle, eggs, with choice of meat, celery, carrot, onion, tomato.....$7.99
50. **Fried Meat with Garlic**—Marinated choice of meat in crushed garlic and pepper.....$8.50
51. **Roasted Duck**— serve with stir-fried chiness broccoli $10.99
52. **Stir-fried Egg plant**—Choice of meat, homemade sauce basil, jalapenos, onions.....$7.99
53. **Pad prik Sod**—Choice of meat, onion, bell pepper, jalapenos, homemade sauce.....$7.99
54. **Pepper Steak**—Beef steak Thai style seasoning with bell peppers, onion, carrots in gravy.....$7.99
55. **Kraprow Fish**—Deep fried fish with homemade Thai sauce, bamboo shoot , Jalapenos, bell pepper, basil.....$13.99
56. **Stir-Fried Snow Peas**—Stir-fried mixed vegetable with thin soy sauce, and choice of meat.....$7.99

A La Carte: (Choice of Meat: Chicken, Beef, Pork, or Shrimp add $2.00)

57. **Fried Rice**—stir-fried rice with your choice of meat with eggs with vegetables.....$7.99
58. **Spicy Fried rice**—Choice of meat, jalapenos, basil.....$7.99
59. **Pineapple Fried Rice**—Stir-fried rice with your choice of meat with eggs, pineapple, tomato, onion.....$7.99

P1059659

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

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

Liquor License # 12077903
(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: WILSON (Last) JOHN (First) MICHAEL (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

3. Social Security Number: (This [redacted] Part of Public Records) [redacted]ense #: [redacted] : AZ

4. Place of Birth: PHOENIX (City) ARIZONA (State) Country (not county) Height: 5'9" Weight: 222 Eyes: BL Hair: GY

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

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

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 01 SEPT '40

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 686 - 2812

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: THAI ORCHID GARDEN Premises Phone: (623) 536 2800

11. Licensed Premises Address: 12725 W. INDIAN SCHOOL RD A104 (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85392 (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)
9/07	CURRENT	SHEA HOMES - HOST	8800 N. GAINEY CIR DR, SCOTTSDALE, AZ 85258
3/07	9/07	REAL ESTATE TEMPS - HOST	2929 N 44ST, PHOENIX, AZ 85018
8/04	3/07	SUN TREE REALTY	1255 E. RIGGS RD, CHANDLER AZ 85249
9/93	8/04	RETIRED	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
3/06	CURRENT	OWN	[redacted]			
3/99	3/06	OWN	1010 E. DESERT INN DR	CHANDLER	AZ	85249

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

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

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

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

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

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

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

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

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

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

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

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

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

Manager Section

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

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

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

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

24. I, JOHN MICHAEL WILSON, 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 John M. Wilson
(Signature of Applicant)

State of AZ County of Pinal
The foregoing instrument was acknowledged before me this 21 day of January, 2009
Day Month Year

Official Seal
NOTARY PUBLIC
STATE OF ARIZONA
County of Pinal
ANGEL YOUNG
My Commission Expires February 14, 2012

Angel Young
(Signature of NOTARY PUBLIC)

My commission expires on: 2/14/2012
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): JOHN M. WILSON
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

62727

'09 FEB 5 PM 1:015

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

JOHN M. WILSON
Individual Name (Print)

Individual Signature

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

17 JAN 09
Date Training Completed

- [x] YES [ ] NO BASIC
- [x] YES [ ] NO ON SALE
- [x] YES [ ] NO MANAGEMENT
- ~~[ ] YES [ ] NO OFF SALE~~
- [x] YES [ ] NO BOTH
- ~~[ ] YES [ ] NO OTHER~~

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
	THAI ORCHID GARDEN	

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Arizona Business Council for Alcohol Education (ABC)
Company or Individual Name

77 East Columbus Ave. #102
Address

City	State	Zip	Phone
Phoenix,	Arizona	85012	(602) 285-1396

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

FRED MALLAIRE
Trainer Name (Print)

Trainer Signature

17 JAN 09
Date

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

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

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

*09 FEB 5 DIR Rec'd 1011015

QUESTIONNAIRE

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

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 # 10077903
(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: WATTANAWAT WANNA _____ Date of Birth: _____
Last First Middle **(This Will Not Become a Part of Public Records)**

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

4. Place of Birth: BANGKOK THAILAND Height: 5'4" Weight: 135 Eyes: BR Hair: BLK
City State Country (not county)

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

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

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 22 FEB '96

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

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

10. Name of Licensed Premises: THAI ORCHID GARDEN Premises Phone: (623) 536-2800

11. Licensed Premises Address: 12725 W INDIAN SCHOOL RD A104, AVENDALE, MARICOPA 85392
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
9/97	CURRENT	CAFETERIA MANAGER	CARTWRIGHT SCHOOL DISTRICT 3401 N 67 AVE GLENDALE AZ 85033

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
6/2000	CURRENT	OWN				

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

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 8 , **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

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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, Wanna Wattanawat, 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 Wanna Wattanawat
(Signature of Applicant)

Molly Anderson
Notary Public - Arizona
Maricopa County
My Commission Expires
September 14, 2012

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this 14 day of January, 2009
Day Month Year

My commission expires on: 9 14 2012
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): Perry Adams

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

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this 14 day of January 2009
Day Month Year

x Perry Adams
(Signature of LICENSEE/AGENT)

My commission expires on: 9 14 2012
Day Month Year

(Signature of NOTARY PUBLIC)

Molly Anderson
Notary Public - Arizona
Maricopa County
My Commission Expires
September 14, 2012

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

62726

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

'09 FEB 5 L

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

WANNA WATTANAWAT
Individual Name (Print)

Wanna Wattanawat
Individual Signature

JAN 17, 2009
Date Training Completed

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

- [x] YES [ ] NO BASIC
- [x] YES [ ] NO MANAGEMENT
- [x] YES [ ] NO BOTH
- [x] YES [ ] NO ON SALE
- ~~[ ] YES [ ] NO OFF SALE~~
- ~~[ ] YES [ ] NO OTHER~~

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
	THAI ORCHID GARDEN	

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Arizona Business Council for Alcohol Education (ABC)
Company or Individual Name

77 East Columbus Ave. #102
Address

City	State	Zip	Phone
Phoenix,	Arizona	85012	(602) 285-1396

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

FRED MALLAIRE
Trainer Name (Print)

Fred Mallaire
Trainer Signature

01-17-09
Date

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

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

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

'09 FEB 5 [illegible]

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

QUESTIONNAIRE

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

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

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

Liquor License # 12077903
(If the location is currently licensed)

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

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

2. Name: Adams (Last) Perry (First) Mack (Middle) Date of Birth **(This Will Not Become a Part of Public Records)**

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

4. Place of Birth: Lefiore (City) Miss (State) US (Country (not county)) Height: 68" Weight: 220 Eyes: Bro Hair: WH

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

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

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 6/1951

8. Telephone number to contact you during business hours for any questions regarding this document. (623) 536 - 2800

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: Thai Orchid Garden Premises Phone: (623) 536 - 2800

11. Licensed Premises Address: 12725 W. Indian School #104 (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85392 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
11/1986	CURRENT	RETIRED	1111 S W. Elk Ave, Youngtown Az 85363

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
9/1973	CURRENT	Own				

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

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

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

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

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

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

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

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

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

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, PERRY MARK ADAMS, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X _____ (Signature of Applicant)

Molly Andeson
Notary Public - Arizona
Maricopa County
My Commission Expires
September 14, 2012

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this 14 day of January, 2009
Day Month Year

My commission expires on: 9 14 2012
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)

'09 FEB 5 Lic. Lic. PM 2:02

Date 5 Febr '09
To: Jill B. Wells

From: John Wilson
Thai Orchid Garden

Ref: 12077903

Subj: Question 15/16 For Perry M. Adams

On Or About April 1964, While Operating In The Capacity Of Manager Of The Westside Pool Hall In Avondale, Az. A Man Came In And While Sitting On The Counter Started Mouthing Off. I Told Him To, "Knock It Off," Twice. He Did Not And I Hit Him Once With My Fist, Breaking His Nose, Loosened Some Teeth, And Blackened Both Eyes.

He Left And Filed A Complaint. The Police Chief Called Me And Told Me When I Had Time To Come To The Station. When I Went To The Station He Took Me Before The Judge. The Judge Found Me Guilty But Suspended The Sentence. No Fine Or Confinement Were Assed.

Perry M Adams

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL WILSON

BUSINESS NAME: THAI ORCHID GARDEN, LLC

ADDRESS: 12725 W INDIAN SCHOOL ROAD, A104

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Police Lieutenant
TITLE

03-04-09
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 9, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 26, 2009

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL WILSON

BUSINESS NAME: THAI ORCHID GARDEN

ADDRESS: 12725 WEST INDIAN SCHOOL ROAD, #A104

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jere G Tom
SIGNATURE

2/23/09
DATE

FIRE INSPECTOR
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 9, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 26, 2009

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL WILSON

BUSINESS NAME: THAI ORCHID GARDEN

ADDRESS: 12725 WEST INDIAN SCHOOL ROAD, #A104

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Kenneth [illegible] 2/25/09
SIGNATURE DATE

PLANNER II
TITLE

☒ APPROVED
☐ DENIED

Brian Burns 2/25/09
SIGNATURE DATE

Development Services Director
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 9, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 26, 2009

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: February 25, 2009

TO: Carmen Martinez, City Clerk

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

SUBJECT: Series 12 Liquor License for Thai Orchard Garden Restaurant
12725 W. Indian School Road, Suite A-104

The proposed site is located at 12725 W. Indian School Road. This address is located within Palm Desert Plaza, a 5.1 acre retail and office center. Development of the site is complete.

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

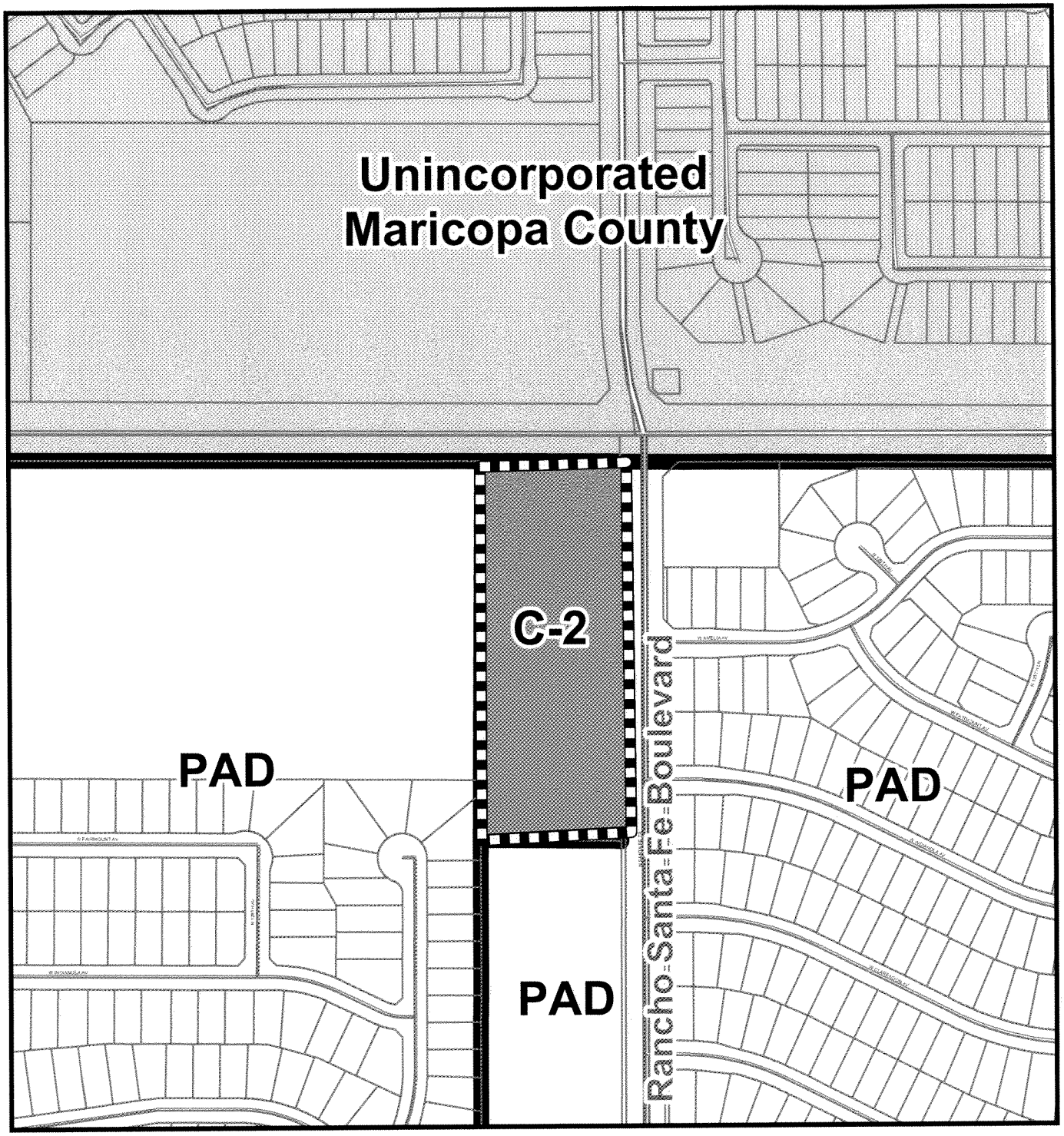
Series 12 (Restaurant) liquor licenses are exempt from any separation requirements from churches, schools, or fenced school recreational areas. There are no zoning or separation issues with the site.

Attachment: 2009 Aerial Photo
Zoning Vicinity Map

Aerial Photograph 2008

Avondale

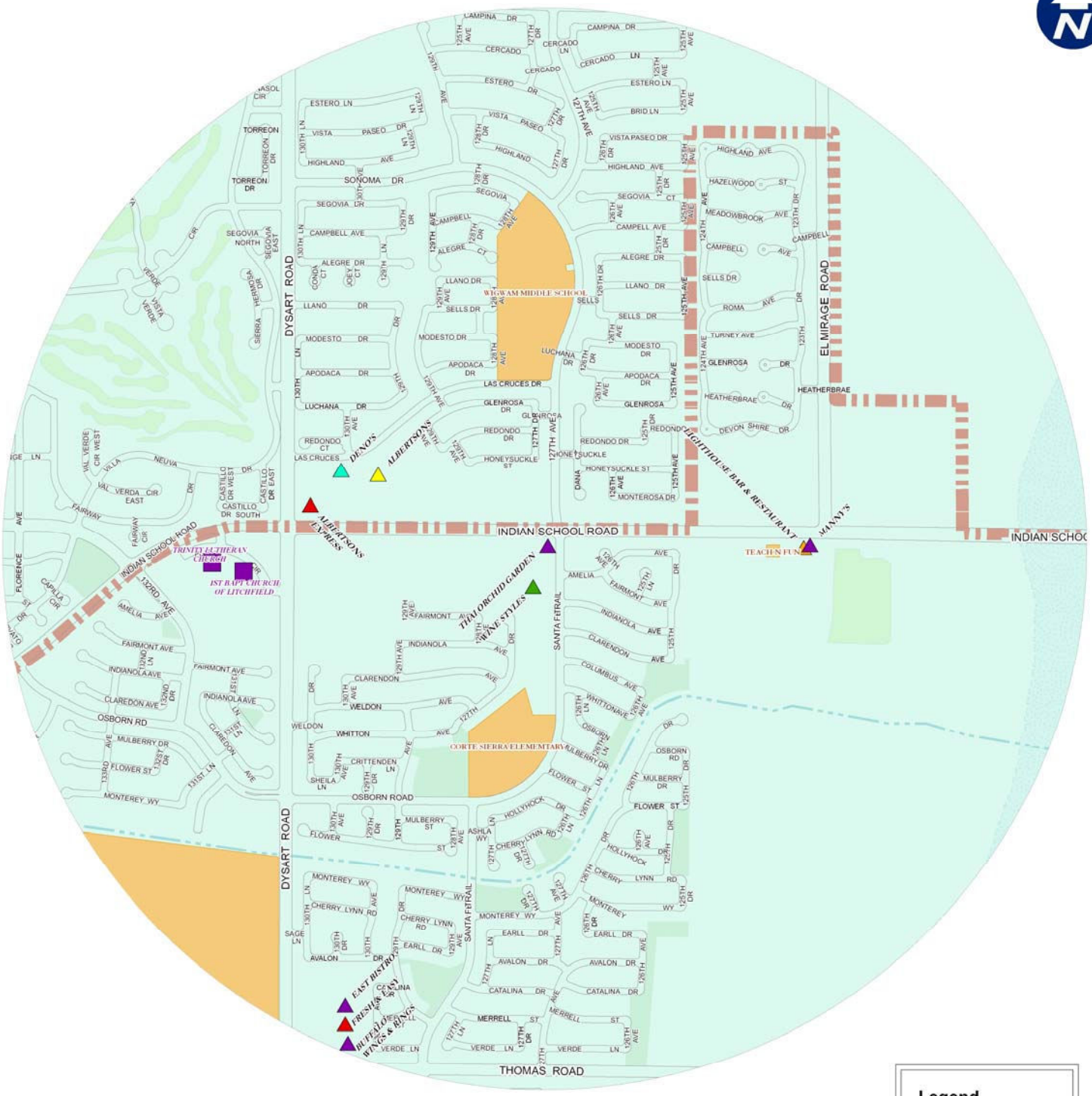
Subject Property



Aerial Photograph 2008

Avondale

Subject Property



Legend

PLACES OF WORSHIP

- CHURCH

Liquor License

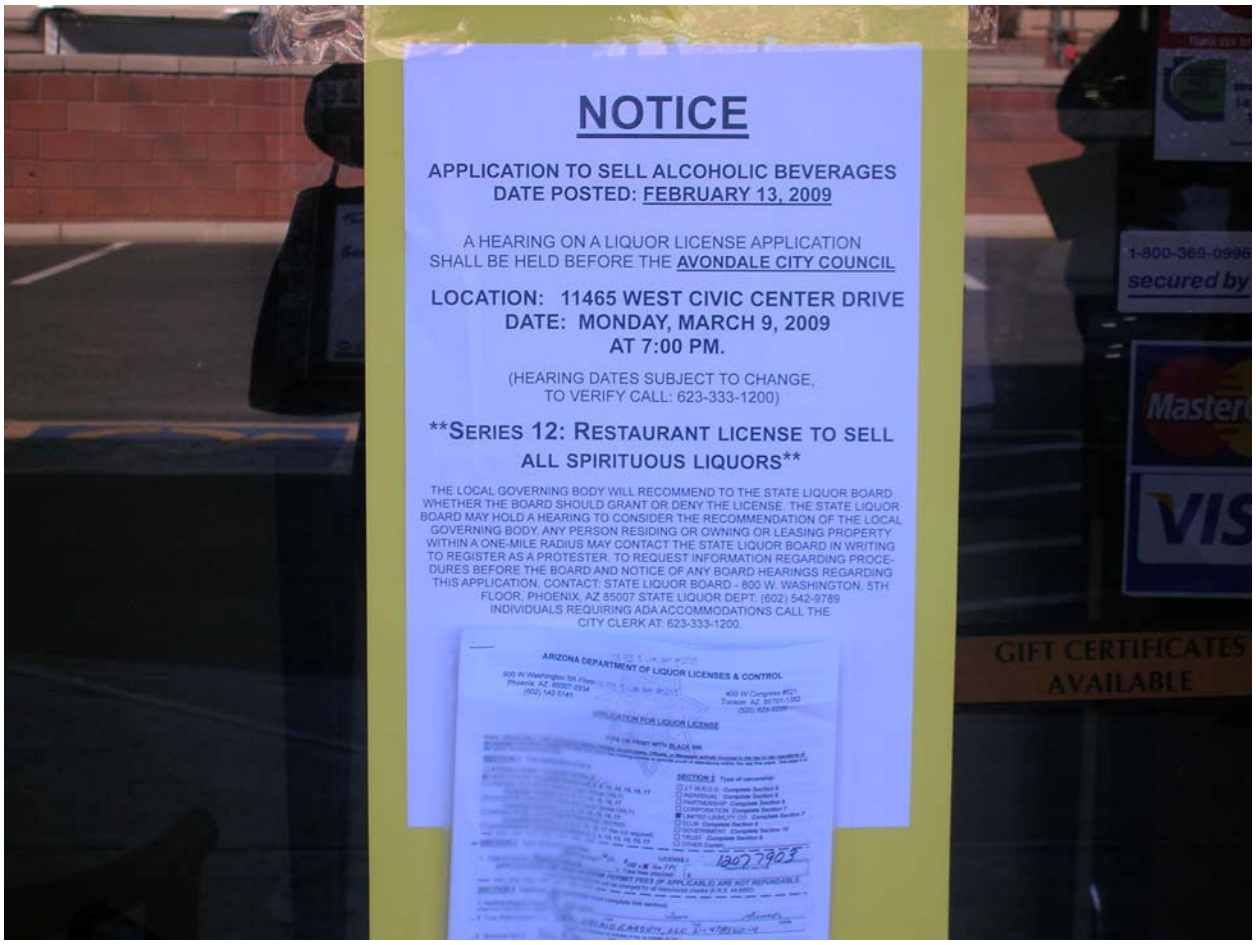
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

Thai Orchid Garden
12725 W Indian School Rd #A104
1 Mile Buffer

Thai Orchid Garden
NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: FEBRUARY 13, 2009
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, MARCH 9, 2009
AT 7:00 PM.
**SERIES 12: RESTAURANT LICENSE TO SELL
ALL SPIRITUOUS LIQUORS**
MasterCard
VISA


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: FEBRUARY 13, 2009
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, MARCH 9, 2009
AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)
**SERIES 12: RESTAURANT LICENSE TO SELL
ALL SPIRITUOUS LIQUORS**
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE
CITY CLERK AT: 623-333-1200.
ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
secured by
GIFT CERTIFICATES
AVAILABLE

DEVELOPMENT SERVICES

SUBJECT:
ML-08-4 Rodarte Minor Land Division

MEETING DATE:
March 9, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

REQUEST: Minor Land Division for a single family residential property.

PARCEL SIZE: .7316 acres

LOCATION: Southeast corner of 125th Avenue and Pioneer Street

APPLICANT: Antonio Rodarte Jr. (928) 848-1729

OWNER: Antonio Rodarte Jr. (928) 848-1729

BACKGROUND:

The property was annexed into the City on April 23, 1984 and was subsequently zoned Agricultural (AG). The current zoning is Single Family Residential Zoning District (R1-6). A residential home was constructed in 1991 on the northern portion of the property (proposed Lot 1).

SUMMARY OF REQUEST:

1. The applicant is proposing to split the parcel into two separate parcels.

2. Thirty feet of right-of-way is being dedicated along Pioneer Street.

PARTICIPATION:

Public notifications and public hearings are not required for final plats(minor land divisions).

PLANNING COMMISSION ACTION:

The Planning Commission does not review Minor Land Divisions.

ANALYSIS:

- The proposed Minor Land Division has been reviewed for accuracy and all dimensions meet zoning and subdivision criteria.

- The Minor Land Division is consistent with the General Plan designation of Low Density Residential and the R1-6 Zoning District.

FINDINGS:

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the proposed Minor Land Division subject to the following stipulations:

1. The recorded Minor Land Division shall be in conformance with the plan date stamped February 3, 2009.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application ML-08-4, a Minor Land Division request for approval for Rodarte, subject to the one stipulation recommended by staff.

ATTACHMENTS:

Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Map
- Exhibit C - Summary of Facts
- Exhibit D - Proposed Minor Land Division

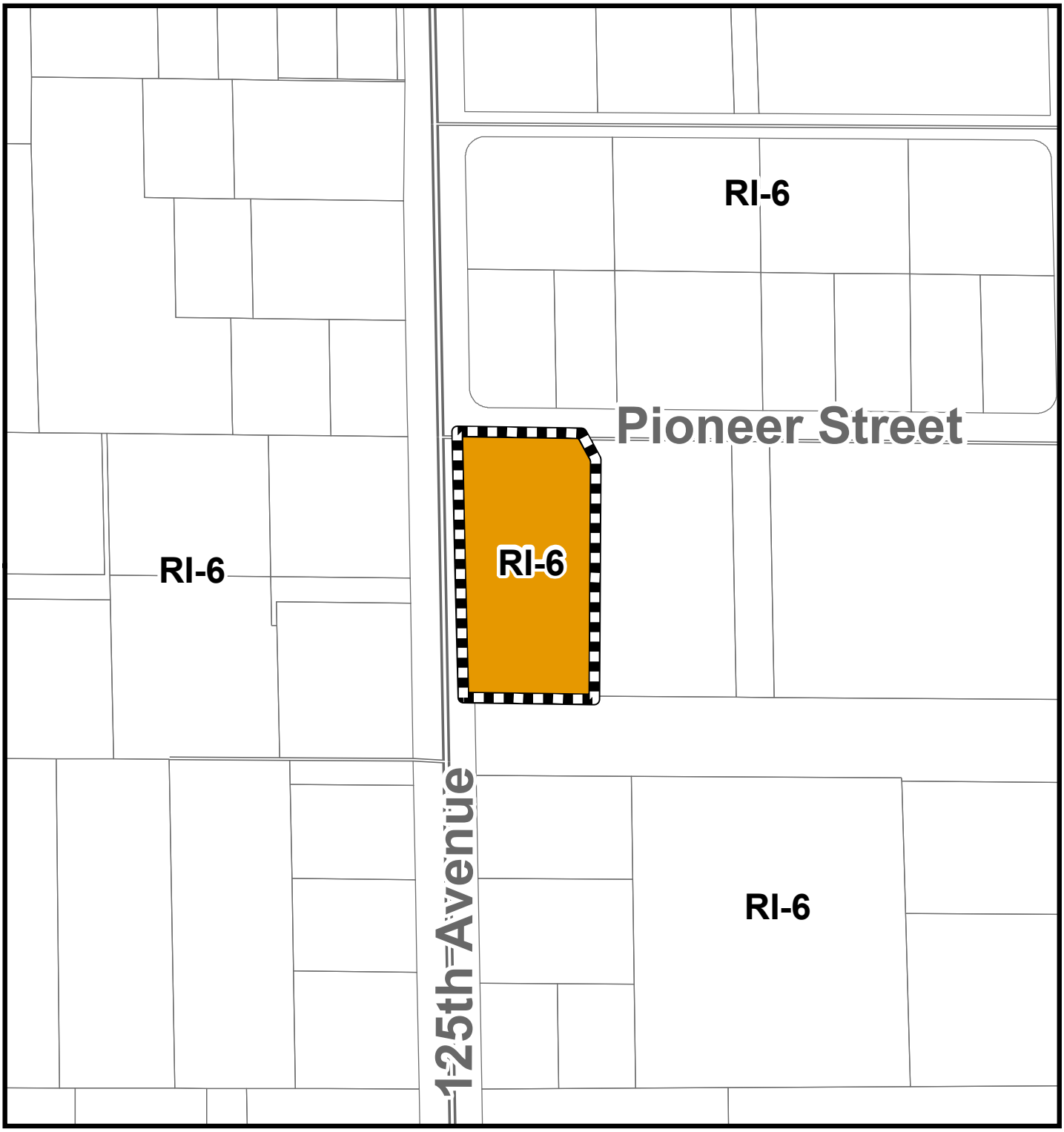
FULL SIZE COPIES (Council Only):

NONE

PROJECT MANAGER:

Jennifer Fostino, Zoning Specialist 623-333-4022

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

2008 Aerial Photograph

Avondale

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION ML-08-4

THE PROPERTY	
PARCEL SIZE	.7316 Acres
LOCATION	Southeast corner of 125th Avenue and Pioneer Street
PHYSICAL CHARACTERISTICS	The northern portion of the site is built with a single family home; the southern portion of the site is undeveloped and flat.
EXISTING LAND USE	Single Family Residential
EXISTING ZONING	R1-6
DEVELOPMENT AGREEMENT	NONE

SURROUNDING ZONING AND LAND USE	
NORTH	Single-family residential, zoned R1-6
EAST	Single-family residential, zoned R1-6
SOUTH	Undeveloped, zoned R1-6
WEST	Single-family residential, zoned R1-6

GENERAL PLAN
The subject property is designated as Low Density Residential on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary and Tolleson Union High School
ELEMENTARY SCHOOL	Littleton Elementary School (K-8)
HIGH SCHOOL	La Joya Community High School

STREETS	
Pioneer Street	
Classification	Local
Existing half street ROW	10’
Standard half street ROW	25’
Existing half street improvements	Curb
Standard half street improvements	1 traffic lane, curb, sidewalk, gutter, landscaping
125th Avenue	
Classification	Minor Collector
Existing half street ROW	30’
Standard half street ROW	40’
Existing half street improvements	1 traffic lane, curb, gutter, sidewalk
Standard half street improvements	2 traffic lanes, ½ center turn lane, curb, gutter, sidewalk, landscaping, bike lane, street lights.

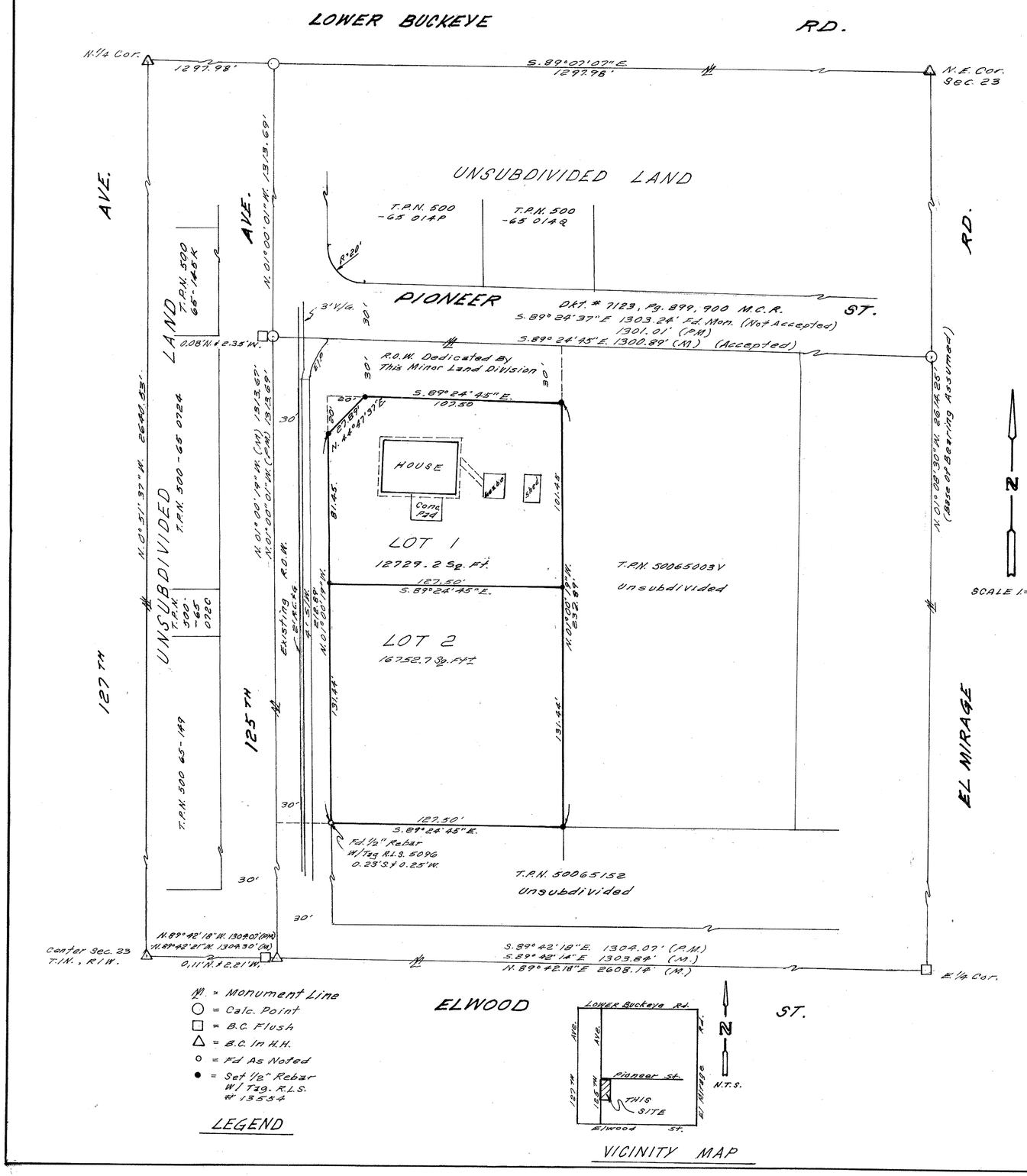
Utilities
There is an existing 6” waterline in 125th Avenue and Pioneer Street. There is an existing 8” sewer line in 125th Avenue.

ML08-4
3rd

MINOR LAND DIVISION

Part Of N.E. ¼ Sec. 23, T.1N., R.1W., G.&S.R.B.&M.
City Of Avondale, Maricopa County, Arizona

Owner Antonio Manuel Rodarte Rodriguez
A.K.A. Antonio Rodarte Jr.
P.O. Box 745 Dewey Arizona 86327
Phone 928-632-8367



℄ = Monument Line
○ = Calc. Point
□ = B.C. Flush
△ = B.C. In H.H.
○ = Fd As Noted
● = Set 1/2" Rebar W/ Tag. R.L.S. # 13554

LEGEND

DEDICATION:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT ANTONIO MANUEL RODARTE RODRIGUEZ, AKA ANTONIO RODARTE JR. OWNER, HAS MADE A MINIOR LAND DIVISION OF PART OF THE NW ½ SE ¼ NE ¼ SECTION 23 TOWNSHIP 1 NORTH, RANGE 1WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. HEREBY DEDICATES TO THE CITY OF AVONDALE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON.

IN WITNESS WHEREOF:
OWNER HAS HEREUNTO CAUSED HIS NAME TO BE SIGNED THIS____DAY OF _____, 2008.

BY: _____
ANTONIO MANUEL RODARTE RODRIGUEZ, AKA ANTONIO RODARTE JR.

APPROVALS:

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS ____DAY OF _____, 2008.

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____DAY OF _____, 2008, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED ANTONIO MANUEL RODARTE RODRIGUEZ, AKA ANTONIO RODARTE JR. ACKNOWLEDGED THAT HE, AS OWNER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:
I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: _____ DATE _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ORIGINAL PARCEL
DOCUMENT # 2007-1003134A MARICOPA COUNTY RECORDER, APN# 500-65-003W
PART OF THE NW ½ SE ¼ NE ¼ SECTION 23 TOWNSHIP 1 NORTH RANGE 1WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
DESCRIBED AS FOLLOWS; THE WEST 157.45 FEET OF THE NORTH 262.8 FEET OF THE NORTH ½ OF THE NW ¼ SE ¼ NE ¼ SAID SECTION 23. EXCEPT THE WEST 30.00 FEET FOR RIGHT OF WAY.

LOT 1
THE NORTH ½ OF THE WEST 157.45 FEET OF THE NORTH 262.8 FEET OF THE NORTH ½ OF THE NW ¼ SE ¼ NE ¼ SECTION 23 TOWNSHIP 1 NORTH RANGE 1WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
EXCEPT THE WEST 30.00 FEET AND THE NORTH 30.00 FEET FOR RIGHT OF WAY, ALSO FOR RIGHT OF WAY EXCEPT, BEGINNING AT A POINT 30.00 FEET EAST OF THE WEST LINE AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTH ½ OF THE NW ¼ SE ¼ NE ¼. THENCE EASTERLY PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE SAID NORTH ½ OF THE NW ¼ SE ¼ NE ¼. A DISTANCE OF 20.00 FEET. THENCE SOUTHWESTERLY TO A POINT 30.00 FEET EAST OF THE WEST LINE AND 50.00 FEET SOUTH OF THE NORTH LINE SAID NORTH ½ OF THE NW ¼ SE ¼ NE ¼. THENCE NORTHERLY PARALLEL WITH AND 30.00 FEET EAST OF SAID WEST LINE 20.00 FEET TO THE BEGINNING.

LOT 2
THE SOUTH ½ OF THE WEST 157.45 FEET OF THE NORTH 262.8 FEET OF THE NORTH ½ OF THE NW ¼ SE ¼ NE ¼ SECTION 23 TOWNSHIP 1 NORTH RANGE 1WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
EXCEPT THE WEST 30.00 FEET FOR RIGHT OF WAY.

This is to certify that the land shown hereon was surveyed under my direction during the month of July 2008 and reflects the conditions shown here on and is correct to the best of my knowledge and belief.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 13554 SCOTT T. BURDEN ARIZONA, U.S.A.
Scott T. Burden
EXPIRES 3/31/11

LAND SURVEYOR RLS 13554
SCOTT T. BURDEN
623-849-0337
8151 W. Roma
PHOENIX, AZ 85033

CITY COUNCIL REPORT

SUBJECT:
Resolution 2812-309 - Amendment to the Intergovernmental Agreement with Maricopa County Human Services for Special Transportation Services

MEETING DATE:
March 9, 2009

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution increasing an Intergovernmental Agreement (IGA) with Maricopa County Human Services by $30,000 to operate the Special Transportation Service (STS) Program for FY 2008-2009 bringing the total amount to $50,000.

BACKGROUND:

The City of Avondale has contracted with the Maricopa County Human Services Department for transportation services for over twenty (20) years. The STS program provides assisted, door-to-door, advance reservation transportation to elderly, low-income, and persons with disabilities at no cost to the user. Trip destinations include medical/dialysis appointments, social service trips, prescription pick-up and adult day-care. Previously the service also provided trips for shopping, personal errands, and social or recreational trips.

DISCUSSION:

Staff implemented restrictions on the service in July 2008 and are now only providing trips for medical, dialysis, social service, adult day care and prescription pick-up. Staff has also seen a steady increase of citizens using the STS service. The City of Avondale also started a Taxi Program in July 2008 that has not had the response that staff was expecting. Staff will continue to work on this program to give residents more transit options.

BUDGETARY IMPACT:

The Transit Division budget can absorb the $30,000 needed to continue with STS service through Fiscal Year 2009.

RECOMMENDATION:

Staff recommends that Council approve a resolution authorizing an amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department Special Transportation Service (STS) Program for FY 2008-2009 in the amount of $30,000.

ATTACHMENTS:

Click to download

- Resolution 2812-309

RESOLUTION NO. 2812-309

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING TWO AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR SPECIAL TRANSPORTATION SERVICES.

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

SECTION 1. That the First Amendment to the Intergovernmental Agreement between the City of Avondale and Maricopa County relating to funding for special transportation services for senior citizens and handicapped individuals (the "First Amendment") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Second Amendment to the Intergovernmental Agreement between the City of Avondale and Maricopa County relating to funding for special transportation services for senior citizens and handicapped individuals (the "Second Amendment") is hereby approved in the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the First Amendment and the Second Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, March 9, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2812-309

[First Amendment]

See following page.

CONTRACT NO. C-22-09-104-M-00 **Amendment 1**

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
Administered By Its
THE HUMAN SERVICES DEPARTMENT
And
THE CITY OF AVONDALE

I. The purpose of this Amendment is to increase the funding for FY 2009 by $20,000 (from $20,000 to $40,000).

II. The effective date for this Amendment shall be when approved by the Maricopa County Board of Supervisors through June 30, 2009.

III. The foregoing paragraphs contain all changes made by this Amendment. All other terms and conditions of the original contract remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment.

Approved by:

TOWN:
CITY OF AVONDALE

_____
Authorized Signature

Date:_____

Approved by:

CONTRACTOR:
MARICOPA COUNTY

_____
Chairman
Board of Supervisors

Date: JAN 14 2009

Approved as to form:

_____
Roberto Pulver,
Maricopa County Deputy Attorney

_____
Clerk of the Board

EXHIBIT B
TO
RESOLUTION NO. 2812-309

[Second Amendment]

See following page.

CONTRACT NO. C-22-09-104-M-00 Amendment 2

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
Administered By Its
THE HUMAN SERVICES DEPARTMENT
And
THE CITY OF AVONDALE

I. The purpose of this Amendment is to increase the funding for FY 2009 by $10,000 (from $40,000 to $50,000).

II. The effective date for this Amendment shall be when approved by the Maricopa County Board of Supervisors through June 30, 2009.

III. The foregoing paragraphs contain all changes made by this Amendment. All other terms and conditions of the original contract remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment.

Approved by:

TOWN:
CITY OF AVONDALE

_____
Authorized Signature

Date:_____

Approved by:

CONTRACTOR:
MARICOPA COUNTY

_____

Chairman
Board of Supervisors

Date:_____

Approved as to form:

Roberto Pulver

Roberto Pulver,
Maricopa County Deputy Attorney

_____
Clerk of the Board

CITY COUNCIL REPORT

SUBJECT:
Resolution - Authorizing a Grant Application for Elderly Individuals and Individuals with Disabilities Transportation Program

MEETING DATE:
March 9, 2009

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution supporting the submittal of a grant proposal to the Arizona Department of Transportation for the Elderly Individuals and Individuals with Disabilities Transportation Program, application section 5310; to provide funding that supports transit operations for senior programs and Avondale Care1st Resource Center, in the amount of $66,080 with a $7,080 match requirement.

BACKGROUND:

The City of Avondale recently converted the Cashion Senior Center to provide a Police Station in the area. Senior citizens that frequented the center are now being transported to the Avondale Community Center for the purpose of participating in senior related activities. Capacity for vehicles has been strained by the increased number of participants at one center. Seniors arrive late and become frustrated when they miss scheduled activities.

Last year, Avondale partnered with Area Agency on Aging to provide two leased vehicles that would support the Meals on Wheels Program. Avondale also leased an ADA compliant vehicle to assist with the transportation of disabled seniors. The lease agreement expires in 12 months and would leave Avondale with one ADA non-compliant vehicle.

Avondale also partnered with Care 1st Health Plan Arizona to establish a community resource center. The resource center will serve residents from Avondale and neighboring cities. In many instances these individuals may be elderly, disabled and/or low to moderate income. This population is less likely to have vehicular transportation and could benefit from transportation services to and from the resource center.

DISCUSSION:

Arizona Department of Transportation and Maricopa Association of Governments is responsible for administering the Elderly Individual and Individuals with Disabilities Transportation Program. The program allows for the purchase of an ADA compliant vehicle with a four year plan for operations and maintenance. The City of Avondale would like to submit an application to support the transportation of Elderly Individuals and Individuals with Disabilities through the purchase of an ADA compliant vehicle. The vehicle will also be used to transport qualifying individuals to and from the senior center and the resource center.

BUDGETARY IMPACT:

Area Agency on Aging Region One and Care 1st Health Plan Arizona are committed to providing match funding that will cover expenses related to salaries, insurance, operations and maintenance of

the vehicle. Matching funds have been committed in the amount of $40,000 or more each year for the next four years. If the grant is awarded an agreement with the two agencies will be solidified through a signed contract.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution supporting the submittal of a grant proposal and the acceptance of the grant funding if awarded by the Arizona Department of Transportation for the Elderly Individual and Individuals with Disabilities Transportation Program FY 2009; to provide funding to support transit operations for senior center programs and Avondale Care1st Resource Center, in the amount of $66,080 with a $7,080 match requirement.

ATTACHMENTS:

Click to download

- Resolution 2813-309
- Support letter from Care 1st

RESOLUTION NO. 2813-309

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION BY THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE MARICOPA ASSOCIATION OF GOVERNMENTS RELATING TO ELDERLY AND DISABILITY SERVICES.

WHEREAS, the Elderly Individual and Individual with Disabilities Transportation Program sponsored by the Arizona Department of Transportation in connection with the Maricopa Association of Governments (the "Program"), is seeking proposals from state and local agencies for projects relating to all aspects of transportation enhancement; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to submit a project to be considered for Program funding in the form of a reimbursable grant; and

WHEREAS, the City Council desires to submit a grant application (the "Application") for Program funds to support (i) transit operations for Avondale Senior Center programs and (ii) senior transportation needs related to the Care 1st Resource Center.

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

SECTION 1. That the City Council hereby approves (i) submitting the Application to be considered for Program funding in the form of a reimbursable grant and (ii) identifying available matching funds in the amount of $40,000.00.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, March 9, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

Maricopa Association of Governments
Amy St. Peters
302 North 1st Avenue, Suite 300
Phoenix, Arizona 85003
February 23, 2009

RE: Elderly Individual and Individual with Disabilities Transportation Program-Avondale, AAA and Care1st grant application

Dear Amy St. Peters,

Care 1st Health Plan Arizona partners with the City of Avondale on various activities. Our most noteworthy collaboration has supported the development of a "one-stop-shop" resource center, located in Old Town Avondale. The new resource center provides free space for human service providers from all over Maricopa County to serve residents from the southwest valley. Care 1st believes that this center will meet the needs of the elderly, disabled and/or low to moderate income individuals. Our research revealed that this targeted population will need transportation to utilize these services. It is for this very reason that we support the grant application.

Please accept this letter as Care 1st Health Plan Arizona's commitment to providing match funding that will cover the cost of salaries, insurance, driver training and maintenance of the potential grant funded vehicle over the next four years. Upon grant award the City of Avondale will develop a Memorandum of Understanding to solidify the agreement. Our contribution will exceed the **$8,000 match requirement for the grant and will tentatively be about $40,000 per year.**

If you should have any questions please feel free to contact me at 602.778.8321 or via email at ammaldonado@care1st.com.

Sincerely yours,
Care 1st Health Plan Arizona

Anna Maria Maldonado
Community Outreach Manager

DEVELOPMENT SERVICES

SUBJECT:
Continuance - Public Hearing and Ordinance - Zoning Reversion (Z-08-14)

MEETING DATE:
March 9, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

REQUEST: Continue the request to revert the zoning from Planned Area Development (PAD) to Agricultural (AG) for 60 days to the May 4, 2009 City Council meeting.

PARCEL SIZE: Approximately 35.5 acres

LOCATION: Northwest corner of Avondale Boulevard and Van Buren Street

APPLICANT: City of Avondale

OWNER: PCCP CS Empire Avondale LLC

BACKGROUND:

The subject property was annexed into the city on June 28, 1978. The City Council approved a rezoning from AG (Agricultural) to PAD (Planned Area Development) with C-2 (Community Commercial) and CP (Commerce Park) uses on June 19, 2000. The reversion process was initiated by the City Council on December 8, 2008. The property lies within the Avondale City Center Specific Plan, which identifies the property as Employment Mixed Use.

SUMMARY OF REQUEST:

As initiated by the City Council, the original request was to amend the zoning map to revert the zoning classification from PAD back to the original zoning of AG. The City of Avondale Zoning Ordinance, Section 6, Planned Area Development, states that a PAD is required to commence development within two years of the date of the amendment approval or will become null and void. Thereafter, the City Council shall initiate an amendment to the zoning map to revert the zoning classification to its prior designation.

PARTICIPATION:

The City invited property owners and other interested parties to neighborhood meetings held on December 3, 2008, and January 6, 2009. Three property owners attended the meeting on December 3, 2008. Two property owners and one interest party attended the January 6, 2009, meeting.

The Planning Division received a letter from the property owner in reference to the reversion on December 3, 2008, and a request for an extension of the PAD on December 19, 2008.

A notice was published in the West Valley View on November 18, 2008 and December 16, 2008. The property was posted on November 16, 2008 and December 15, 2008. Letters were sent to 13 property owners on November 16, 2008 and December 15, 2008.

A notice of the Planning Commission hearing was published in the West Valley View on February 3, 2009. The posting on the property was updated on February 3, 2009. Letters were mailed out to the 13 property owners on February 3, 2009. No comments have been received to date.

A notice of the City Council hearing was published in the West Valley View on February 17, 2009. The posting on the property was updated on February 17, 2009. Letters were mailed out to the 13 property owners on February 17, 2009. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on February 19, 2009, and voted 6-0 to recommend APPROVAL of this request.

ANALYSIS:

- As required by the PAD Zoning District development of the first development unit shall commence within two years of the date upon which the PAD District amendment was approved. Failure to commence development within the time limits shall cause the PAD District classification to become null and void. Thereafter, the City Council shall initiate an amendment to the zoning map to revert the zoning classification to its prior designation. The PAD District classification for the subject property became null and void on June 19, 2002.

- The purpose of expiration and reversion is to ensure that developments remain consistent with current standards and expectations of the City. To date, no application for site plan has been made by the developer, plans have not been approved, and permits have not been issued for the property.

- A request for an extension has been filed by the property owner and attached as an exhibit. In addition, during the Planning Commission hearing several members of the Commission stated that they would like to see the extension be granted given its location in the City Center. Due to the location of this property within the City Center Area Plan and the current drafting of an amendment to the Avondale Zoning Ordinance which will create a City Center Zoning District, it is recommended that a continuance of the reversion be granted to the applicant.

FINDINGS:

1. No development has occurred on the property between June 19, 2000, and the present.
2. The PAD zoning is null and void.
3. Staff is currently drafting a City Center Zoning District consistent with the City Center Specific Plan.

RECOMMENDATION:

The City Council should grant application Z-08-14 a continuance of the reversion to the May 4, 2009 City Council meeting.

PROPOSED MOTION:

I move that the City Council grant the applicant a continuance to the May 4, 2009 City Council Meeting.

ATTACHMENTS:

Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Map
- Exhibit C - Summary of Facts
- Exhibit D - General Plan Land Use Map
- Exhibit E - Master Development Plan

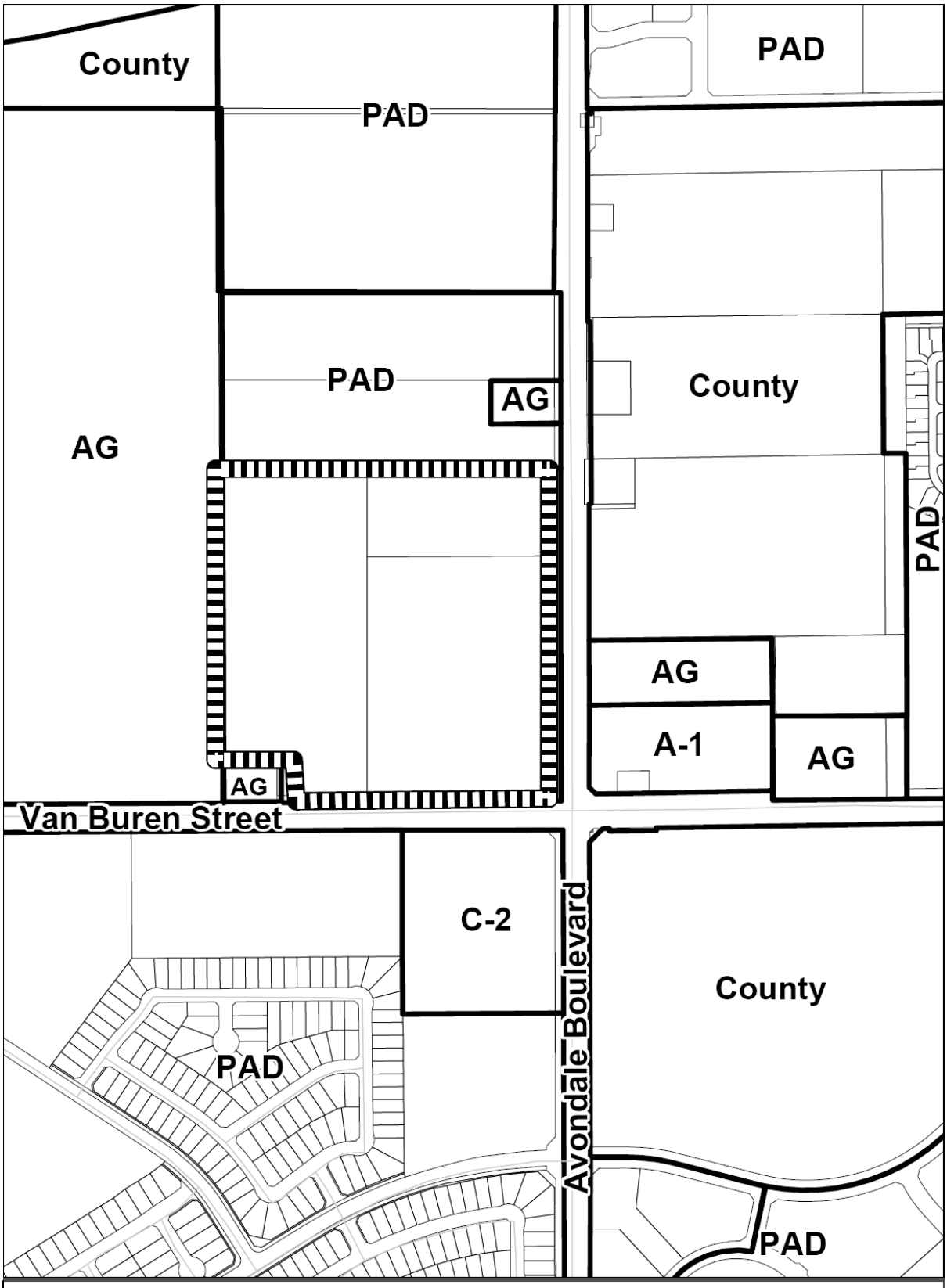
- Exhibit F - Ordinance
- Exhibit G - Letter dated Dec 3, 2008
- Exhibit H - Request for Extension Letter dated Dec 19, 2008
- Exhibit I - Excerpt of the Planning Commission Draft Minutes

FULL SIZE COPIES (Council Only):

NONE

PROJECT MANAGER:

Jennifer Fostino, Zoning Specialist 623-333-4022



2008 Zoning Vicinity Map

Subject Property

2008 Aerial Photograph

Subject Property

SUMMARY OF RELATED FACTS

APPLICATION Z-08-14

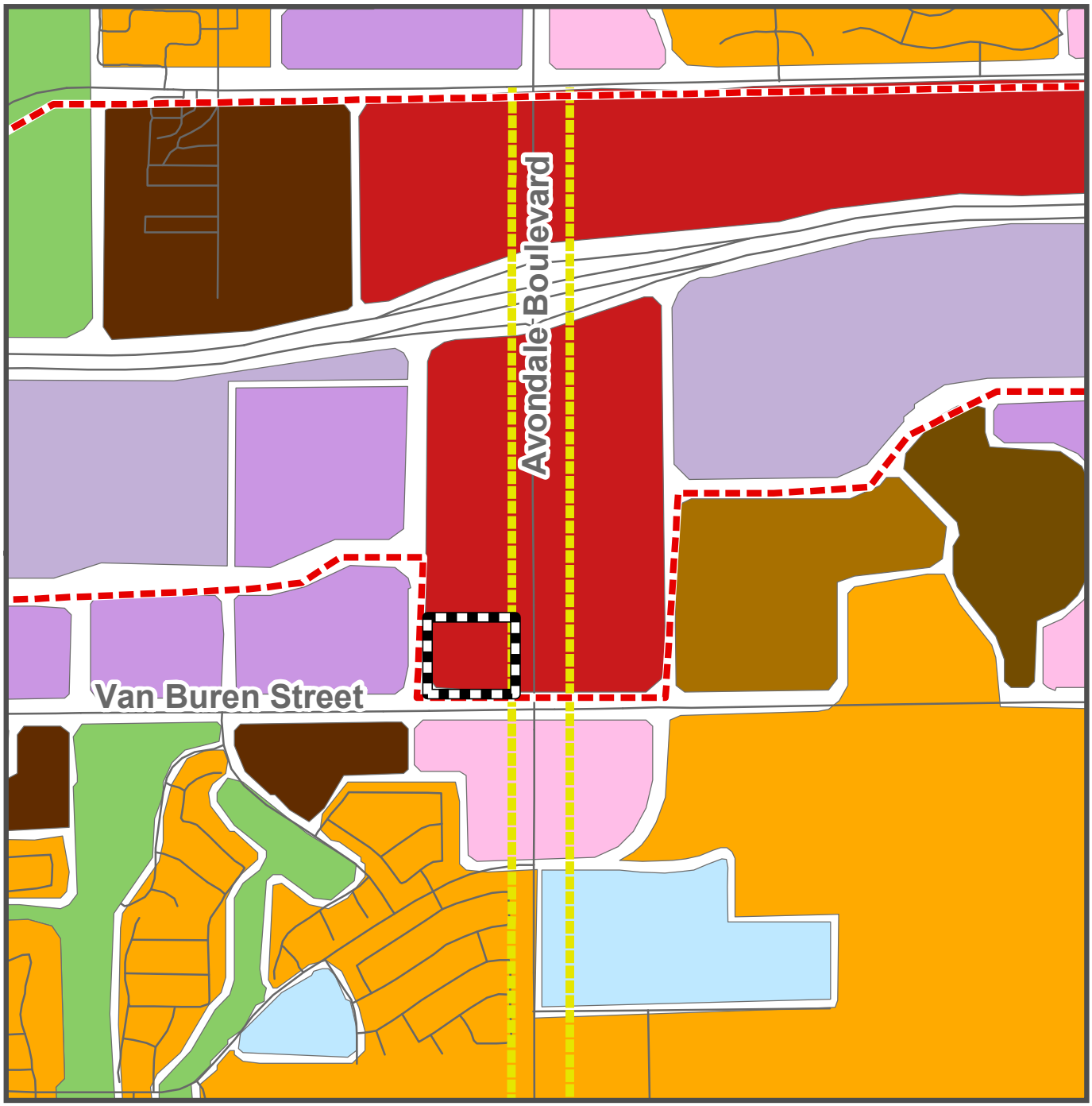
THE PROPERTY	
PARCEL SIZE	35.5 acres
LOCATION	Northwest corner of Avondale Boulevard and Van Buren Street
PHYSICAL CHARACTERISTICS	Square and relatively level surface
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD (Planned Area Development)
ZONING HISTORY	Annexed 6/28/1978– Rezoned from AG (Agricultural) to PAD on 6/19/2000
DEVELOPMENT AGREEMENT	There is not a development agreement.

SURROUNDING ZONING AND LAND USE	
NORTH	PAD – Undeveloped
EAST	County – Undeveloped; R1-6 (Single Family Residential) – Trucking Company
SOUTH	PAD – Coldwater Springs Promenade
WEST	AG - Undeveloped
GENERAL PLAN	
The subject property is designated as Freeway Commercial on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Littleton Elementary School (K-8)
HIGH SCHOOL	La Joya Community High School

STREETS	
Avondale Boulevard	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	Three traffic lanes, ½ median, street light
Standard half street improvements	Three lanes plus half landscape median, bike lane, curb and gutter, detached sidewalk, right-of-way landscaping, street lights.
Van Buren Street	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	Two traffic lanes, ½ turning lane, street light
Standard half street improvements	Three lanes plus half landscape median, bike lane, curb and gutter, detached sidewalk, right-of-way landscaping, street lights.

UTILITIES
There is a 36” water line along Van Buren Street. There is a 16” water line along Avondale Boulevard. There is a 27” sewer line along Avondale Boulevard



General Plan Land Use

- Commercial Corridor, Commercial Corridor
- Growth Area, Growth Area
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities
- Subject Property

115th Avenue and Van Buren
Master Development Plan

200.427

Rezoning Application
For a
Planned Area Development District

February 2000

Submitted to:
City of Avondale
1225 S. 4th Street
Avondale, Arizona 85323
623-932-6088

Submitted by:
Don Bennett & Associates, Inc.
501 W. Van Buren, Suite T
Avondale, Arizona 85338
623-932-2000

Prepared by:
Don Bennett & Associates, Inc.
501 W. Van Buren, Suite T
Avondale, Arizona 85338
623-932-2000

TABLE OF CONTENTS

1. APPLICATION

2. NARRATIVE
   - TABLES
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3. LEGAL DESCRIPTION
   - SITE MAP
   - PLAT MAP

4. SURVEY
   SITE PLAN

5. RESUMES
   - DON H. BENNETT
   - GEORGE QUINIF

6. COLORED SITE PLAN
   RENDERINGS
   NOTICES

CARL J. KUNASEK
CHAIRMAN

JIM IRVIN
COMMISSIONER

WILLIAM A. MUNDELL
COMMISSIONER

ARIZONA CORPORATION COMMISSION

BRIAN C. MCNEIL
EXECUTIVE SECRETARY

JOANNE C. MACDONNELL
DIRECTOR, CORPORATIONS DIVISION

CORPORATIONS DIVISION
1300 West Washington
Phoenix, Arizona 85007-2929

AVONDALE CITY CENTER
DON H BENNETT
501 W VAN BUREN STE T

AVONDALE AZ 85323-

Effective Date: 04/27/2000
File No: N-0948154-2

You have reserved the name of:
AVONDALE CITY CENTER

Name Reservation is granted for a period not to exceed one hundred and twenty(120) days and may not be reserved again.
This name reservation was received on 04/21/2000 and will expire on 08/20/2000 (A.R.S. SECTION 10-402).

AMOUNT RECEIVED $10.00

RECEIPT No. 35341

Corporations Division
Telephone: 602-542-3285

CF: 0012
REV. 01/1996

CARL J. KUNASEK
CHAIRMAN

JIM IRVIN
COMMISSIONER

WILLIAM A. MUNDELL
COMMISSIONER

ARIZONA CORPORATION COMMISSION

BRIAN C. MCNEIL
EXECUTIVE SECRETARY

JOANNE C. MACDONNELL
DIRECTOR, CORPORATIONS DIVISION

CORPORATIONS DIVISION
1300 West Washington
Phoenix, Arizona 85007-2929

AVONDALE COMMERCE CENTER
DON H BENNETT
501 W VAN BUREN STE T

AVONDALE AZ 85323-

Effective Date: 04/27/2000
File No: N-0948152-0

You have reserved the name of:
AVONDALE COMMERCE CENTER

Name Reservation is granted for a period not to exceed one hundred and twenty(120) days and may not be reserved again.
This name reservation was received on 04/21/2000 and will expire on 08/20/2000 (A.R.S. SECTION 10-402).

AMOUNT RECEIVED $10.00

RECEIPT No. 35340

Corporations Division
Telephone: 602-542-3285

CF: 0012
REV. 01/1996

CARL J. KUNASEK
CHAIRMAN

JIM IRVIN
COMMISSIONER

WILLIAM A. MUNDELL
COMMISSIONER

ARIZONA CORPORATION COMMISSION

BRIAN C. MCNEIL
EXECUTIVE SECRETARY

JOANNE C. MACDONNELL
DIRECTOR, CORPORATIONS DIVISION

CORPORATIONS DIVISION
1300 West Washington
Phoenix, Arizona 85007-2929

AVONDALE TOWN CENTER
DON H BENNETT
501 W VAN BUREN STE T

AVONDALE AZ 85323-

Effective Date: 04/27/2000
File No: N-0948151-0

You have reserved the name of:

AVONDALE TOWN CENTER

Name Reservation is granted for a period not to exceed one hundred and twenty(120) days and may not be reserved again.
This name reservation was received on 04/21/2000 and will expire on 08/20/2000 (A.R.S. SECTION 10-402).

AMOUNT RECEIVED $10.00

RECEIPT No. 35339

Corporations Division
Telephone: 602-542-3285

CF: 0012
REV. 01/1996

CITY OF AVONDALE

Community Development Department
1225 South Fourth Street
Avondale, Arizona 85323
(623) 932-6088 Fax (623) 932-6119

Fax Cover: If you receive this message in error, please forward it to the correct person, or fax it back to us. Thank You.

Date: March 12, 2000

To: George Quinif

Company: Don Bennett & Assoc.

Fax Number: 932-1661

From: Christina C.

Subject:

Pages: 3 (including the cover sheet)

Message:

Have a Nice Day!

CITY OF AVONDALE
COMMUNITY DEVELOPMENT DEPARTMENT

DEVELOPMENT APPLICATION

General Information

- [x] P.A.D.D.
- [ ] CUP/SUP
- [ ] Abandonment
- [ ] Variance
- [ ] Appeal

- [x] Rezoning/Zoning Ordinance Amendment
- [ ] Subdivision Preliminary Plat Review
- [ ] Subdivision Final Plat Review/Final PADD
- [ ] Plan Map or Text Amendment
- [ ] Extension

Application No. 200-010-A
Receipt No. 01-0060917
Amount $1,710.00
Date 3/6/00

- [ ] APPLICANT

Name Don Bennett & Associates
Address 501 W. Van Buren Suite T
Avondale, AZ 85323
Phone # 623-932-2000
Signature

- [ ] OWNER

Name West 40 Limited Liability Partnership
Address 4730 E. Indian School Rd #120-260
Phoenix, AZ 85018
Phone # 480-481-9190
Signature See letter attached

- [ ] Location and Area NorthWest Corner of 115th Avenue and Van Buren St.
- [ ] Legal Description See Survey attached 35.5 +- Acres.

Public Consideration

- [ ] Names and addresses of surrounding property owners within ~~150~~ 300 feet on mailing labels.
- [ ] Rezoning Change (if applicable)
- [ ] Reason for Request (all development) Proposed multi use 35.5 Acre Commercial Complex
- [ ] Conformance with General Plan/Zoning Ordinance

==========

CITY OF AVONDALE
114 EAST WESTERN AVENUE
AVONDALE, ARIZONA 85323
FINANCE DEPARTMENT

REG-RECEIPT:01-0068917 C:Mar 09 2000
CASHIER ID:C 9:24 am R:Mar 09 2000

==========

8888 REVENUE (ACCOUNT R $1,710.00
PLAN REV

TOTAL DUE $1,710.00

RECEIVED FROM:
MARWEST ENTERPRISES, L.L.C.

$1,710.00

CHECK:

TOTAL TENDERED $1,710.00

CHANGE DUE $0.00

==========

CITY OF AVONDALE
COMMUNITY DEVELOPMENT DEPARTMENT

DEVELOPMENT APPLICATION

General Information

☐ P.A.D.D. ☐ Rezoning/Zoning Ordinance Amendment Application No. _____

☐ CUP/SUP ☐ Subdivision Preliminary Plat Review Receipt No. _____

☐ Abandonment ☐ Subdivision Final Plat Review/Final PADD Amount _____

☐ Variance ☐ Plan Map or Text Amendment Date _____

☐ Appeal ☐ Extension

☐ APPLICANT

Name Don Bennett & Associates
Address 501 W. Van Buren Suite T
Avondale, AZ 85323
Phone # 623-932-2000
Signature

☐ OWNER

Name West 40 Limited Liability Partnership
Address 4730 E. Indian School Rd #120-260
Phoenix, AZ 85018
Phone # 480-481-9190
Signature See letter attached

☐ Location and Area Northwest Corner of 115th Avenue and Van Buren St.

☐ Legal Description See Survey attached 35.5 +- Acres.

Public Consideration

☐ Names and addresses of surrounding property owners within ~~150~~ 300 feet on mailing labels.

☐ Rezoning Change (if applicable)

☐ Reason for Request (all development) Proposed multi use 35.5 Acre Commercial Complex

☐ Conformance with General Plan/Zoning Ordinance

CITY OF AVONDALE

COMMUNITY DEVELOPMENT DEPARTMENT

SCHEDULE OF FEES

B. Fees

1. The following processing fees shall apply:

   a. Rezoning applications

Single Family Residential Districts	$500 + $20/acre
Multi Family Residential Districts	$500 + $40/acre
Commercial Districts	$750 + $40/acre
Industrial Districts	$750 + $40/acre
Planned Area Development Districts	$1000 + $20/acre
PADD Amendment (major)	50 % of current fee

   b. PADD Plan/Subdivision Plat review

Preliminary	$1000 + $5/lot
Final	$500

   c. Conditional Use Permits, Appeals, Variances, Extensions and Continuances

Conditional Use Permit	$500
Appeal	$200
Variance:	
Residential	$100
Non-residential	$500
Extension	$250
Continuance	$250

2. If more than one (1) type of application is requested, the fee shall be the total of all fees for all applications.

3. Fees are non-refundable once submitted to the City.

FEES AND REQUIREMENTS FOR REZONING PROPERTY

- *Legal description, conceptual site plan, narrative, and mailing labels of surrounding property owner's addresses within 300' of property* to be submitted with an application and one-time plan review fee (see Fee Schedule) to the COMMUNITY DEVELOPMENT DEPARTMENT. Site Plan or Preliminary Plat submittals may be submitted at the time of REZONING submittal.

- Review of plans shall not be scheduled until appropriate fees are received.

- REZONING HEARING will be legally advertised for the Planning and Zoning Commission meeting at the time when all outstanding issues have been resolved.
- The legal advertisement deadlines are on Fridays—the advertisement is posted the following Wednesday.
- Planning and Zoning meets every third Monday.
- The Mayor and City Council meets every 1st and 3rd Monday.

Project: NWC 115th Ave & Van Buren Reviewed By: _____

Location: Northwest Corner 115tg Avenue & Van Buren Date: _____

Section: 1 Township: 1N Range: 1W

REZONING

Information required for Rezoning submission:

A. It is required that REZONING information shall be presented in a written document ("Development Plan and Program") including a narrative, a conceptual site map or plat, legal description, and all other necessary data relating to the site and project.

B. All of the following is required to be provided for a rezoning:

Note: ✓- Information provided is satisfactory.
X - Information provided is insufficient or inadequate, see attached comments.

_ 1. Legal description.

_ 2. Addresses of all property owners located within 300 feet of the property.

_ 3. The name, address and phone number of developer and person preparing documentation.

_ 4. The scale, north point and date of preparation, including any revision dates.

_ 5. Vicinity map and site map.

_ 6. Conceptual master water and sewer maps with appropriate documentation.

_ 7. Conceptual master drainage map with appropriate documentation.

_ 8. Conceptual open space and trail plan, including recreational area and details (for Subdivisions).

_ 9. Provide tot lot detail (for Subdivisions).

_ 10. Provide entry treatment/fountain detail (for Subdivisions).

_ 11. Provide documentation on improvements.

_ 12. Street layout.

_ 13. Lot layout, including scaled dimensions of typical lots; width and depth; setbacks; total number of lots.

_ 14. Location and boundary of all existing and proposed zoning classifications.

C. Additional requirements:

_ 1. Enter into a Development Agreement with the City, prior to Final Plat approval.

_ 2. Final landscape plans and entry treatments shall be approved prior to Final Plat approval.

xc: Community Development
Public Works Department

(11/4/98)

West 40 Limited Liability Limited Partnership
4730 E. Indian School Rd. # 120-260
Phoenix, AZ 85018

February 3, 2000

Planning Department
City of Avondale
1211 S 4th St.
Avondale, AZ 85323

Re: 35.5 +- acres northwest corner of 115th Avenue & Van Buren St.

Dear Sir:

We have entered into an agreement to sell the property referenced above. This letter shall serve as our consent to allow Don Bennett & Associates to apply for a zoning change on the property to Planned Area Development District, PADD, for commercial, retail, office and commerce park as shown on the conceptual site plan done by Robert Kubichek Architects.

Sincerely,

WEST 40 LIMITED LIABILITY LIMITED PARTNERSHIP
An Arizona limited liability limited partnership

By: Hilby Land Investment Corporation
As General Partner

By:_____
Bruce Hilby, President

3. Z00-010-A Rezoning approval for 35.5 + acres located at the NWC of 115th Avenue and Van Buren Street.

Don Bennett & Associates, 501 W. Van Buren, Ste. T, Avondale, AZ 85323, is requesting the rezoning for a project called 115th Avenue & Van Buren, for 35.5 + acres from AG (Agriculture) to C-2 (Community Commercial) & CP (Commerce Park) P.A.D.D. (Planned Area Development District) at the NWC of 115th Avenue and Van Buren Street.

4. Z00-009-A Rezoning approval for 3.25 acres located at the NEC of 109th Avenue and Apache Street.

Whitneybell Architects Inc., 1102 E. Missouri Avenue, Phoenix, AZ 85014 is requesting the rezoning for Avondale Senior Village for 3.25 acres from R1-6 (Single-Family Residential) to R-3 (Multi-Family Residential) located at the NEC of 109th Avenue and Apache Street.

NEW BUSINESS: PUBLIC HEARINGS and/or ACTION:

5. Z00-374-AM Amendment to P.A.D.D. (Planned Area Development District) located at the surrounding property of the SEC of 107th Avenue and Thomas Road.

The DeHaven Company, 2632 S. 24th Street, Ste. B, Phoenix, AZ 85034, is requesting an amendment to P.A.D.D. (Planned Area Development District) for Los Arbolitos Ranch located at the surrounding property of the SEC of 107th Avenue and Thomas Road.

6. Z00-318-AM Amendment to P.A.D.D. (Planned Area Development District) located approximately at the southwest corner of 115th Avenue and Van Buren.

Curtis Krausman for Fulton Homes, CMX Group Inc., 1515 E. Missouri, Ste. 115, Phoenix, AZ 85014, is requesting an amendment to P.A.D.D. (Planned Area Development District) for Coldwater Springs located approximately at the southwest corner of 115th Avenue and Van Buren Street.

7. Z99-411-AM Amendment to P.A.D.D. (Planned Area Development District) located at the East ½ of the southeast ¼ of Sec. 5 Township1 North Range 1 East G&SRBM, at the northwest corner of 99th Avenue and the proposed Roosevelt Street right-of-way.

Williams Travel Centers, Inc., 1101 Kermit Drive, Nashville, TN 37217, is requesting an amendment to the P.A.D.D. (Planned Area Development District) for Williams Travel Center located at the East ½ of the southeast ¼ of Sec. 5 Township 1 North Ranch 1 East G&SRBM, at the northwest corner of 99th Avenue and the proposed Roosevelt Street right-of-way.

115th Avenue & Van Buren Street

35. 5 +- Acres, Northwest corner

Avondale, Arizona

Preliminary Development Plan

1. Introduction:

Don Bennett & Associates is making a proposal for a mixed-use development located in Avondale, Arizona. The development plan for the project emphasizes mixed uses on the northwest corner of a main intersection in Avondale. Within the 35.5 Acre plan, Commercial, Retail, Office and Commerce Park uses are proposed. Don Bennett & Associates will provide a needed neighborhood shopping center, office and commerce park properties for the current and future residents of Avondale. The ownership entity of the property will be a partnership between Don Bennett & Associates and Marwest Enterprises.

2. Site Location:

This proposed commercial development is an approximately 35.5 acre site located on the northwest corner of 115th Avenue & Van Buren Street. The site is currently undeveloped and under cultivation. The site is surrounded by agriculture land uses with an industrial use to the east.

3. Existing Zoning:

The current zoning is Agriculture. The current zoning of the property north is Agriculture, south is C-3 Maricopa County, and PADD Commercial. A-1 Industrial and Agriculture to the west.

This subject property is proposed as high intensity in the Avondale General Plan. The Freeway Corridor specific plan has this subject parcel as office and transition. Our position and that of the Avondale planning staff is that the proposed use is in compliance with both plans.

4. **Proposed Zoning:**

Don Bennett & Associates is presenting a proposal for Planned Area Development District, P.A. D. D. Approximately 22+- acres is proposed for Commercial (C-2) and 13 +- acres is proposed for Commerce Park (CP) designation.

Anticipated uses within the Commercial designated properties will be primarily Retail & Office and other uses allowed in the C-2 designation of the City of Avondale. The uses of the Commerce Park designation will be allowable uses as defined in the zoning ordinance.

5. **Project Philosophy & Description:**

Don Bennett & Associates plan is to create a Commercial oriented development that will have two main components.

A). A Commerce Park designated area that will help bring employment and jobs to Avondale. Possible uses within the Commerce Park designation will be office, medical, and small wholesale & retail sales and distribution.

This parcels close proximity to Interstate 10 and ease of accessibility will create demand for the Commerce Park properties.

B). The other component will be a Commercial or (C-2) designated area. Permitted uses within the C-2 designation are primarily retail & office.

The corner parcel (Parcel 4) is planned for a neighborhood shopping center with

boundary by 115th Avenue which intersects with Interstate 10 with a full diamond interchange ½ mile north. Regional circulation is provided by Interstate 10 to the north and Highway 85 one mile south.

7. Proposed Project Circulation:

This project will be serviced by four ingress/egress points along 115th Avenue. The most northerly access point will be at the northeast corner of the project ¼ mile north of Van Buren St. This is proposed as an east/west collector street with full movement, a median break and an eventual traffic signal. This project has another full movement ingress/egress point with a median break approximately 660' north of Van Buren St. Right in/Right out accesses are proposed at approximately the 330' and 990' points north of Van Buren St.

The project will have only two access points along Van Buren St. A right in/right out is proposed approximately 400' west of 115th Avenue and a full movement ingress/egress with median break is proposed approximately 800' west of 115th Avenue. Specific circulation, ingress/egress issues will conform to the development standards of the Public Works Department of the City of Avondale.

8. Utilities:

16" water lines are currently in 115th Avenue and Van Buren St.

Sewer is ¼ mile west of the property (119th Avenue alignment). The developer will be required to extend the sewer to the site.

Electricity is provided by SRP.

Telephone is provided by US West.

9. Grading and Drainage Concept:

The grading and drainage concept for this project consists of providing detention basins at various locations throughout the project. The natural fall of the property is from north to south and from east to west. Landscaped detention basins will be along the peripheral streets (115th Ave. & Van Buren St.). There may also be detention basins on the interior of the site. The building and paved parking areas will be graded to drain toward these basins. The site will be graded to convey stormwater runoff to the detention basins. The peripheral and interior streets will be designed per the city of Avondale criteria. All drainage facilities will be designed based on generally accepted engineering practices and in accordance with the City of Avondale requirements.

10. Conclusion:

Don Bennett & Associates is requesting a zoning change that is in compliance with the anticipated uses for the subject area. Our desire is to create a multi-use development that will create convenience for services and an employment center for residents of Avondale.

115th Avenue and Van Buren
Landscaping Designation

	PARCEL 1 12.8 ACRES	PARCEL 2 3.4 ACRES	PARCEL 3 2.1 ACRES	PARCEL 4 14.2 ACRES	PARCEL 5 1.6 ACRES
Landscaped Area	COMMERCE PARK (CP)	COMMUNITY COMMERCIAL (C-2)	COMMUNITY COMMERCIAL (C-2)	COMMUNITY COMMERCIAL (C-2)	COMMUNITY COMMERCIAL (C-2)
Minimum landscaped area required by zoning ordinance	5%	10%	10%	10%	10%
Minimum open space required by zoning ordinance	0	0	0	0	0
Required in this project (Inclusive of improved/landscaped rights of way *A	Minimum 12% Gross Area (inclusive of improved/ landscaped rights of way 1.53 Acres	Minimum 12% Gross Area (inclusive of improved/ landscaped rights of way .4 Acres	Minimum 12% Gross Area (inclusive of improved/ landscaped rights of way .25 Acres	Minimum 12% Gross Area (inclusive of improved/ landscaped rights of way 1.70 Acres	Minimum 12% Gross Area (inclusive of improved/ landscaped rights of way .19 Acres
Useable open space **B	Minimum of 8% of Gross Area	Minimum of 8% of Gross Area	Minimum of 8% of Gross Area	Minimum of 8% of Gross Area	Minimum of 8% of Gross Area

*A Over Four Acres of Landscaped area will be incorporated into this project. (1.53 + .4 + .25 + 1.7 + .19 = 4.07)

**B Areas of open spaces will be made usable to the tenants & visitors of this project by incorporating sidewalks, benches, pavers, pedestrian scale/landscape lighting (in designated areas), and pavers transversing traffic areas.

115th Avenue and Van Buren
Land Use Breakdown by Parcel

	PARCEL 1 12.8 ACRES	PARCEL 2 3.4 ACRES	PARCEL 3 2.1 ACRES	PARCEL 4 14.2 ACRES	PARCEL 5 1.6 ACRES
ZONING DESIGNATION	COMMERCE PARK (CP)	COMMUNITY COMMERCIAL (C-2)	COMMUNITY COMMERCIAL (C-2)	COMMUNITY COMMERCIAL (C-2)	COMMUNITY COMMERCIAL (C-2)
ALLOWED USES	ALL USES AS STATED IN SECTION 403 OF CITY OF AVONDALE ZONING ORDINANCES	ALL USES AS STATED IN SECTION 305 OF THE ZONING ORDINANCE EXCEPT AS NOTED BELOW	ALL USES AS STATED IN SECTION 305 OF THE ZONING ORDINANCE EXCEPT AS NOTED BELOW	ALL USES AS STATED IN SECTION 305 OF THE ZONING ORDINANCE EXCEPT AS NOTED BELOW	ALL USES AS STATED IN SECTION 305 OF THE ZONING ORDINANCE EXCEPT AS NOTED BELOW
PROHIBITED USES	NONE	A) MINI STORAGE OR VEHICLE STORAGE B) ADULT BOOKSTORE, THEATER, LIVE ENTERTAINMENT C) DRIVE IN THEATERS D) FARM IMPLEMENTS & MACHINERY E) ANIMAL KENNELS C) TRUCK STOP D) MASSAGE PARLOR E) RV PARK	A) MINI STORAGE OR VEHICLE STORAGE B) ADULT BOOKSTORE, THEATER, LIVE ENTERTAINMENT C) DRIVE IN THEATERS D) FARM IMPLEMENTS & MACHINERY E) ANIMAL KENNELS C) TRUCK STOP D) MASSAGE PARLOR E) RV PARK	A) MINI STORAGE OR VEHICLE STORAGE B) ADULT BOOKSTORE, THEATER, LIVE ENTERTAINMENT C) DRIVE IN THEATERS D) FARM IMPLEMENTS & MACHINERY E) ANIMAL KENNELS C) TRUCK STOP D) MASSAGE PARLOR E) RV PARK	A) MINI STORAGE OR VEHICLE STORAGE B) ADULT BOOKSTORE, THEATER, LIVE ENTERTAINMENT C) DRIVE IN THEATERS D) FARM IMPLEMENTS & MACHINERY E) ANIMAL KENNELS C) TRUCK STOP D) MASSAGE PARLOR E) RV PARK

115TH AVENUE & VAN BUREN STREET

NORTHWEST CORNER, 35.5 +- ACRES

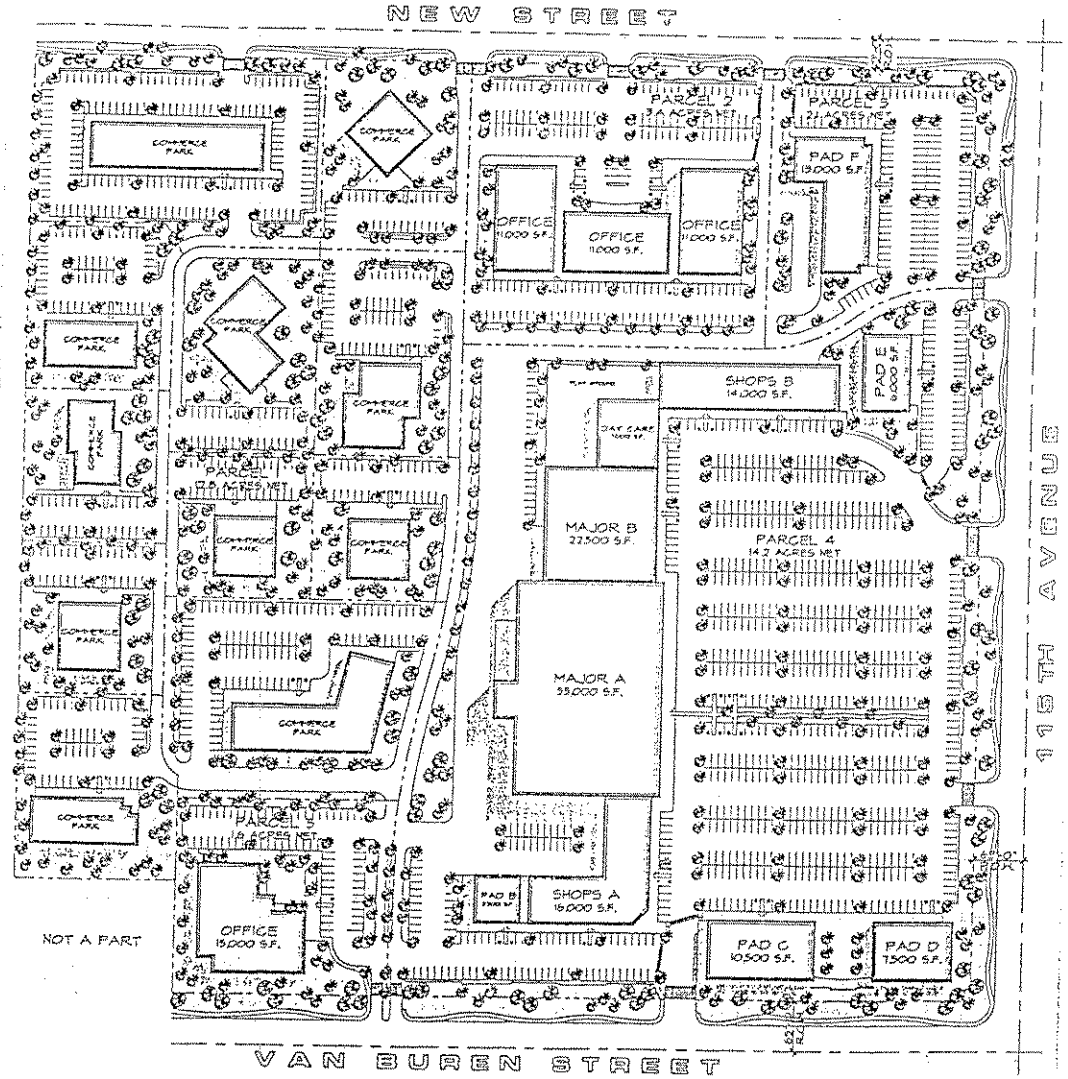
PLANNED AREA DEVELOPMENT DISTRICT (P.A.D.D.)

PARCEL BREAKDOWN:

Parcel	Size *	Zoning Designation
Parcel # 1	12.8 +- acres	Commerce Park (CP)
Parcel # 2	3.4 +- acres	Commercial (C-2)
Parcel # 3	2.1 +- acres	Commercial (C-2)
Parcel # 4	14.2 +- acres	Commercial (C-2)
Parcel # 5	1.6 +- acres	Commercial (C-2)
Total	34.1 +- acres	
Future ROW	1.4 +- acres	

Total gross site is 35.5 +- acres.

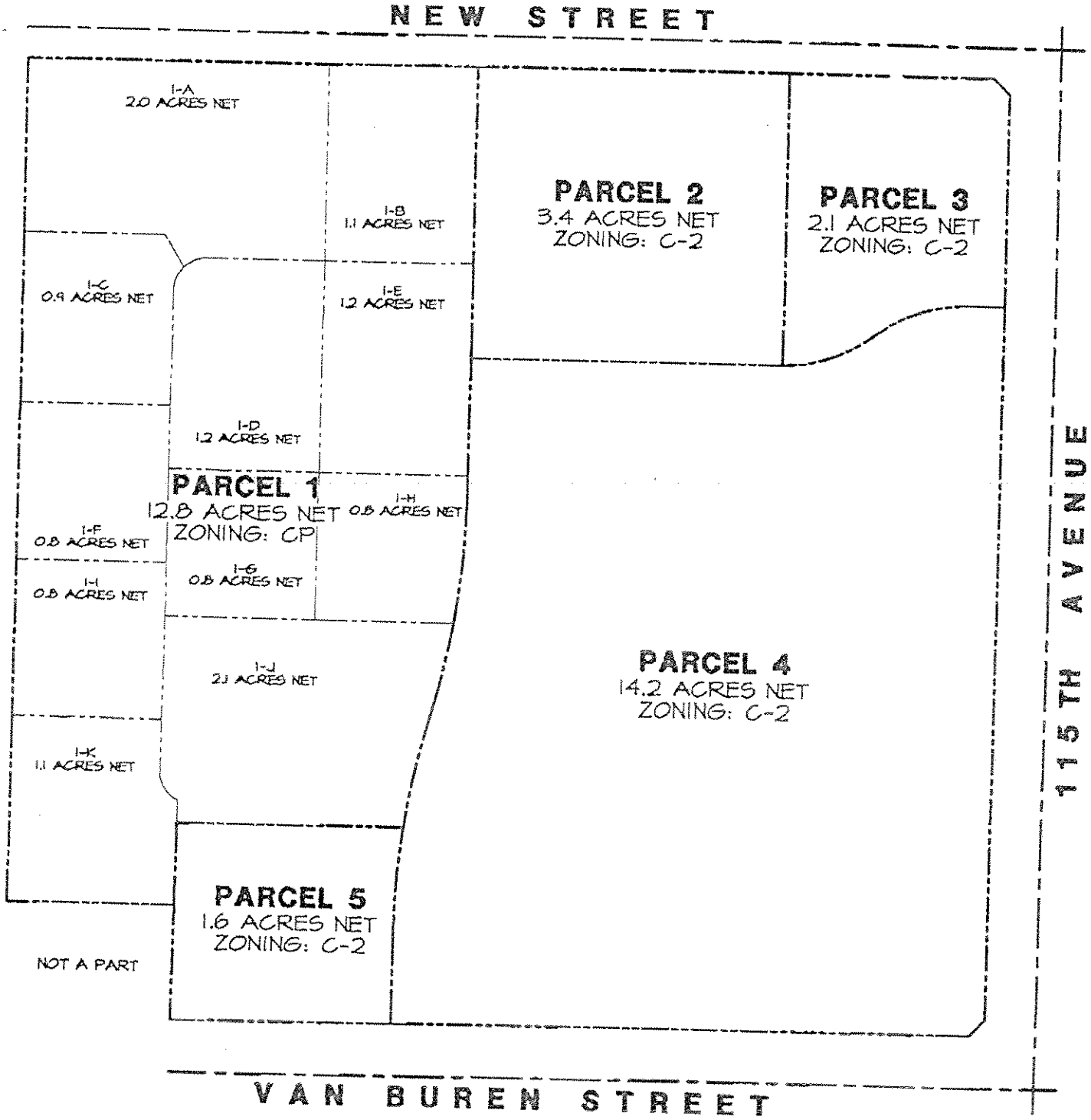
* Acreage is approximate



PRELIMINARY SITE PLAN

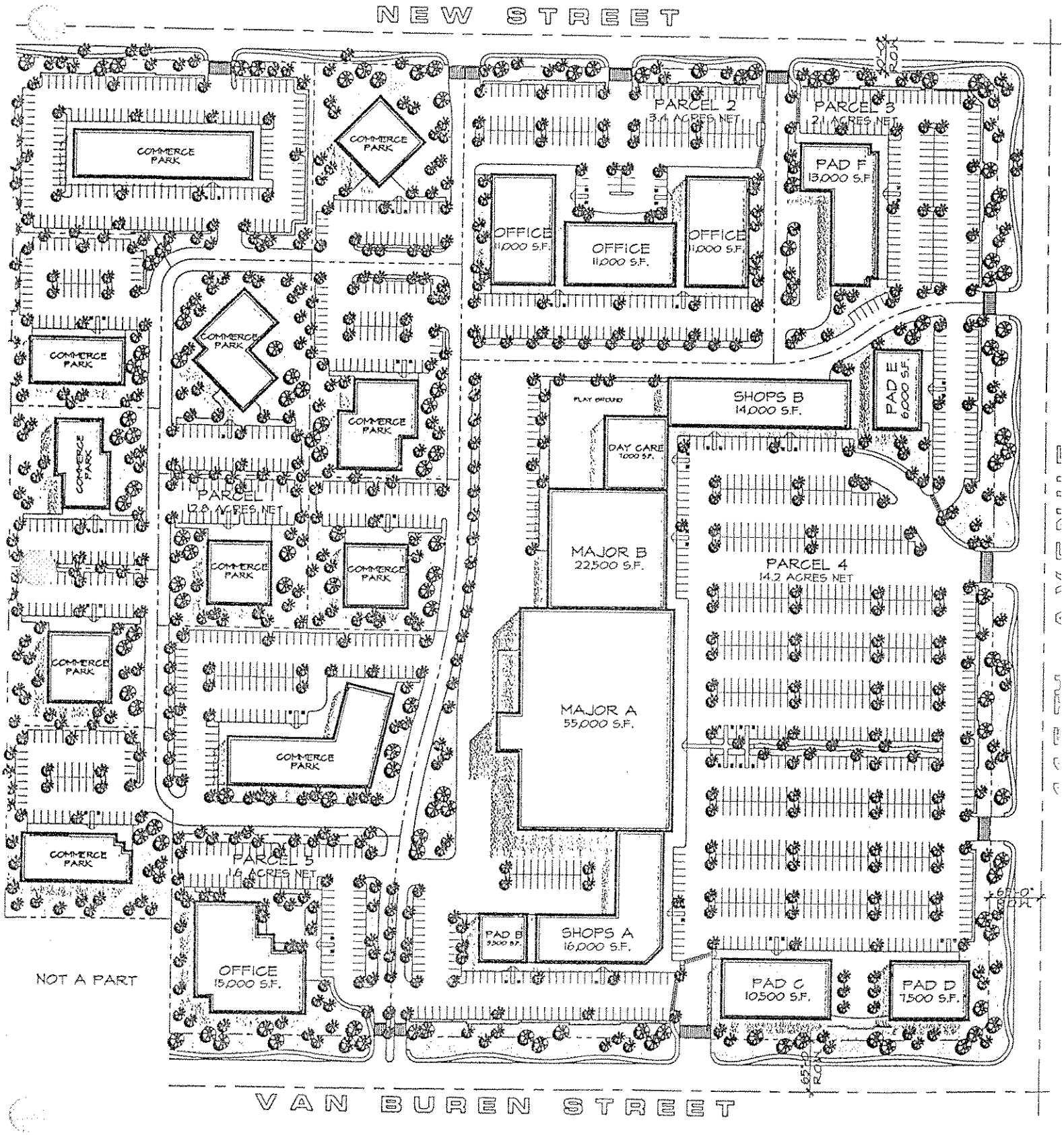
SCALE 1" = 100'-0"

north



EXHIBIT

north



PRELIMINARY SITE PLAN

SCALE 1" = 100'-0"

north

EXHIBIT "A"

That portion of the East half of the Southeast quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Section 1;

thence North 00 degrees 00 minutes 00 seconds East along the East line of said Southeast quarter a distance of 40.00 feet to a point on the North line of the South 40.00 feet of said Southeast quarter;

thence along said line, South 89 degrees 42 minutes 27 seconds West a distance of 40.00 feet to a point on the West line of the East 40.00 feet of said Southeast quarter and the TRUE POINT OF BEGINNING;

thence continuing along said line, South 89 degrees 42 minutes 27 seconds West a distance of 1060.42 feet to a point on the East line of the West 210.00 feet of said East half of the Southeast quarter;

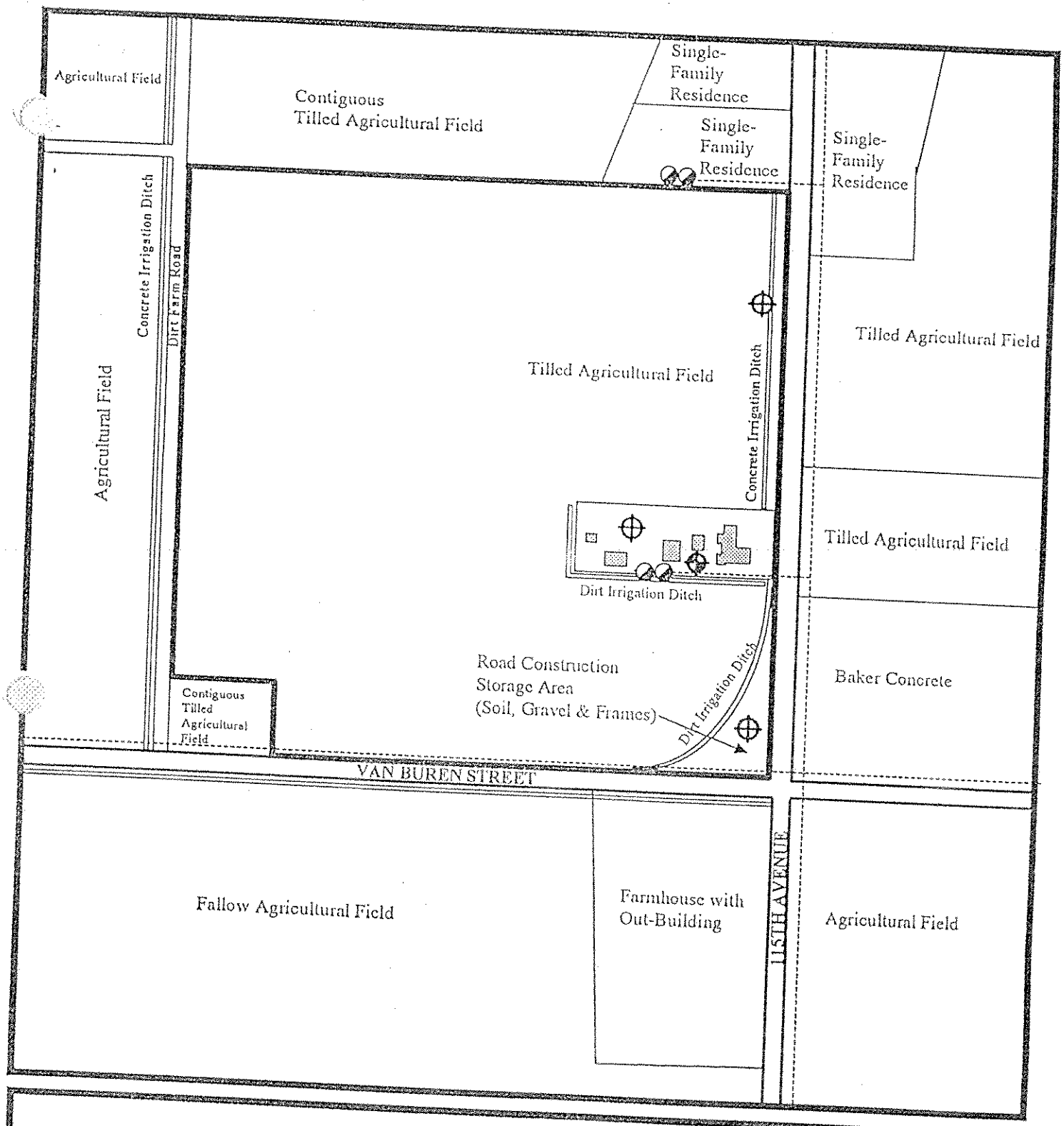
thence along said line North 00 degrees 02 minutes 22 seconds East a distance of 170.00 feet to a point on the North line of the South 210.00 feet of said East half of the Southeast quarter;

thence along said line, South 89 degrees 42 minutes 27 seconds West a distance of 210.00 feet to a point on the West line of the East half of said Southeast quarter;

thence along said line, North 00 degrees 02 minutes 22 seconds East a distance of 1078.16 feet to a point on the South line of the North 1348.34 feet of said East half of the Southeast quarter;

thence along said line, South 89 degrees 51 minutes 25 seconds East a distance of 1269.55 feet to a point on the West line of the East 40.00 feet of said Southeast quarter;

thence along said line, South 00 degrees 00 minutes 00 seconds West a distance of 1238.50 feet to the TRUE POINT OF BEGINNING.



KEY

- Subject Site Boundaries
- Subject Site Building
- Transformer
- Water Supply Well
- Groundwater Monitoring Well

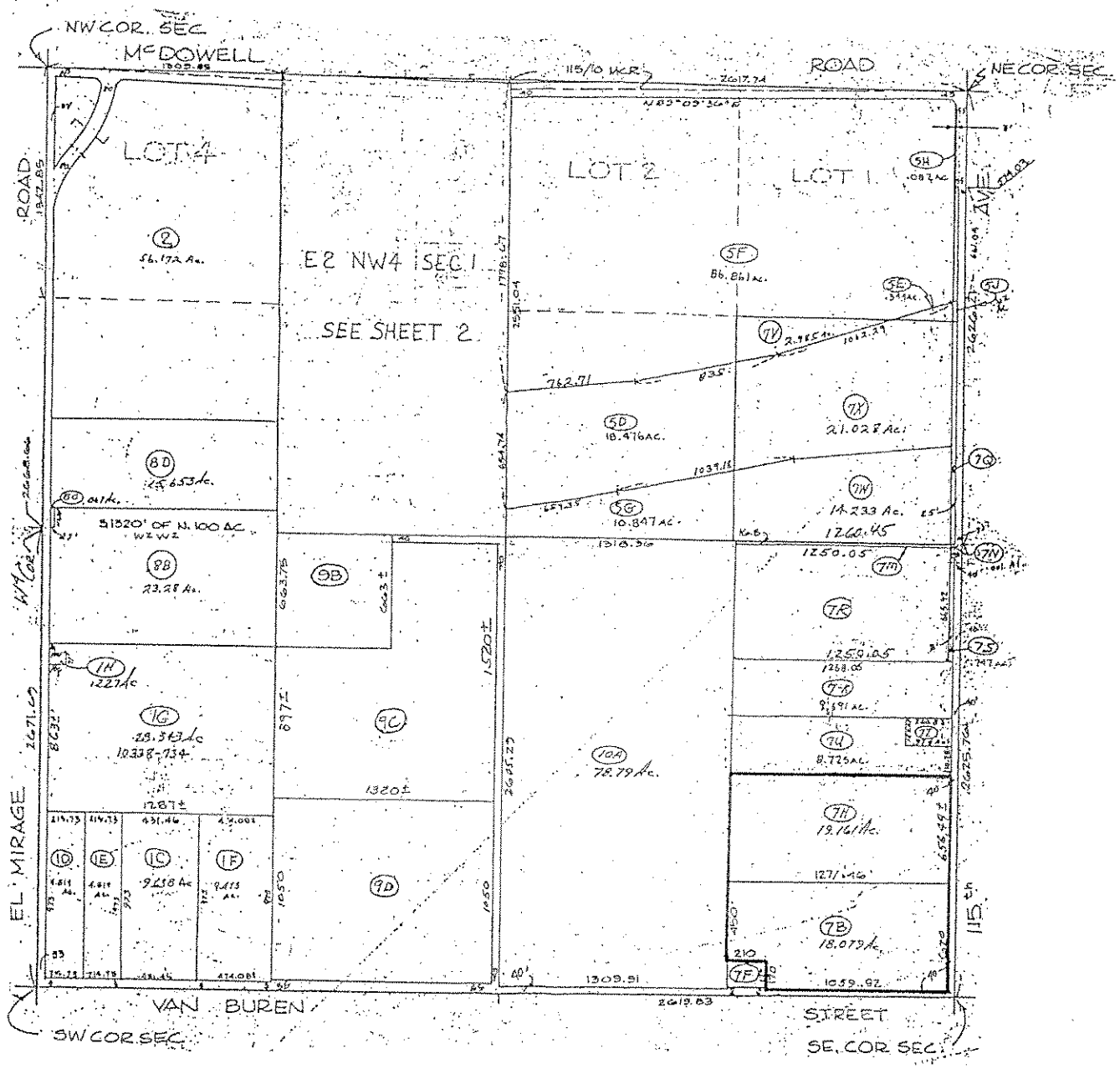
Site Map

Single-Family Residence
and Agricultural Land
510 North 115th Avenue
Avondale, Arizona 85323

N

Scale: 1" = 300'

FOREE & VANN, INC.
Project: 10767
Prepared by: SOI



Sec. 1, T1N-R1W

Plat Map

Prepared from Maricopa County Assessor's Map

Subject Site

Book 500
Map 1
Sheet 1

FOREE & VANN, INC.
Project: 10767
Prepared by: SOL

115TH AVENUE & VAN BUREN STREET

NORTHWEST CORNER, 35.5 +- ACRES

PLANNED AREA DEVELOPMENT DISTRICT (P.A.D.D.)

PARCEL BREAKDOWN:

Parcel	Size *	Zoning Designation
Parcel # 1	12.8 +- acres	Commerce Park (CP)
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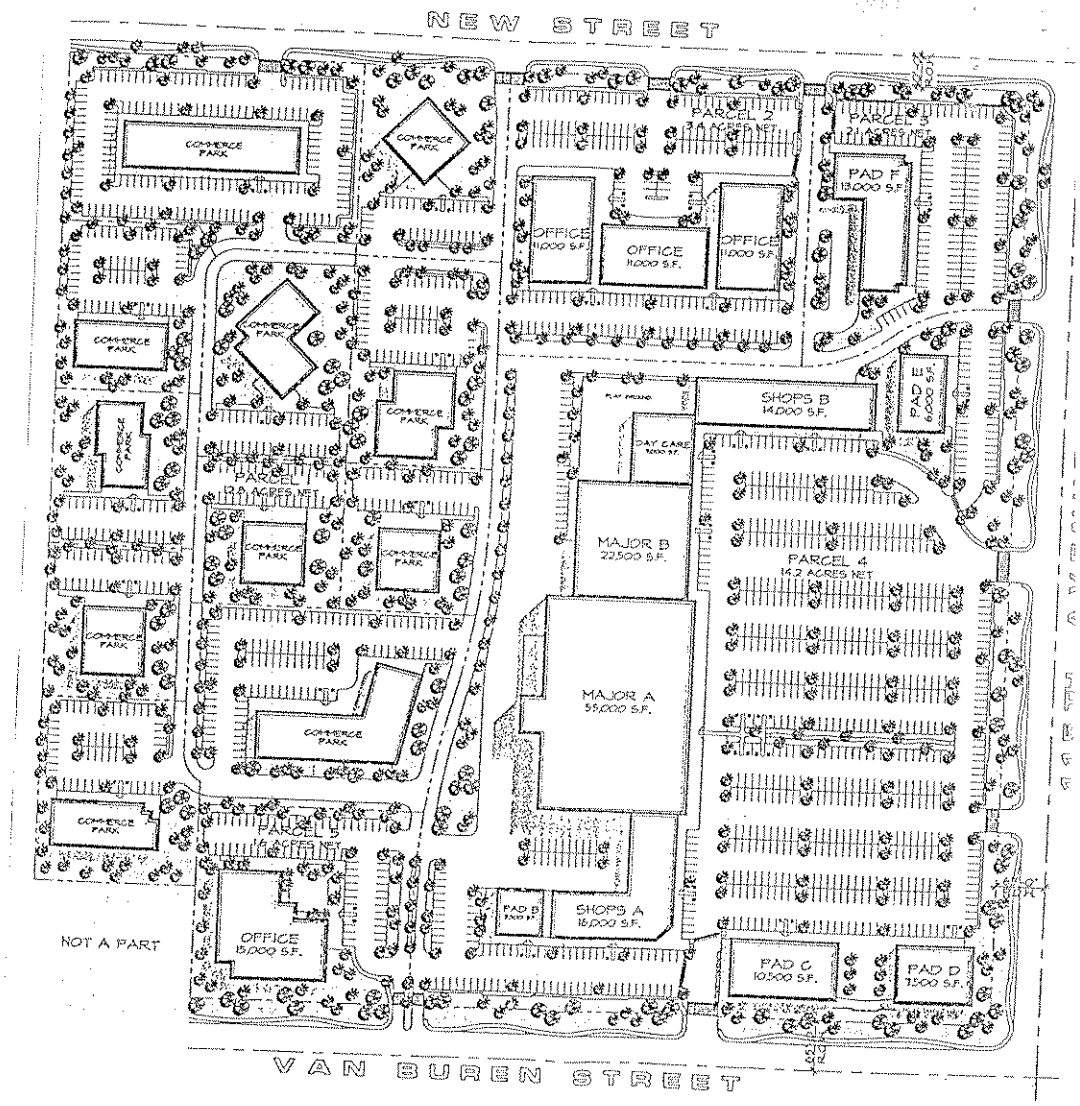


PRELIMINARY SITE PLAN

SCALE 1" = 100'-0"

north

Don H. Bennett
501 West Van Buren, Suite T
Avondale, AZ 85323
Tel: (623) 932-2000
Fax: (623) 932-1661

BUSINESS BACKGROUND

1. FARMING

Self-Employed: 1960-1968. Farmed in Eloy, Arizona and Harquahala Valley, Arizona.

2. REAL ESTATE

Shamrock Realty & Investment Company, Phoenix, Arizona: 1971-1972. Partner. I represented agricultural land sales and management, and was involved in the development of medical office buildings in the Phoenix area.

Tres Realty, Inc. 1972-June of 1996. I founded and was the owner/designated broker. I established and maintained a full service real estate organization with a sales staff of twenty-five associates and a support staff of four. The company is located in Goodyear, Arizona. Transactions included the sale of commercial, industrial, residential properties, farms and ranches. The company was also involved in the development of commercial and industrial projects.

Don Bennett & Associates. June of 1996 to Present. I sold the residential division and the "Tres" name, renamed the corporation and formed a new company, Don Bennett & Associates, Inc. - Commercial development and Real Estate, where I am continuing in the brokerage and development of Commercial, Industrial, Acreage(s), Farms and Ranches.

Other projects in which I am the principal owner is the Crystal Clean Car Wash #1, built and opened for business in 1987 and located at 121 East Van Buren, Avondale, Arizona. Crystal Clean Car Wash #2, built and opened for business in October of 1996 and is located at 8365 West McDowell, Tolleson, Arizona. Crystal Clean Car Wash #3, built and opened for business in October of 1997 and is located in Payson, Arizona.

EDUCATION

1. Fresno State College. 1956-1959

PERSONAL

Sixty-one years old. Married for forty plus years to Lavonne who is a housewife. We have two grown children.

February 9, 2000 Don H. Bennett

Many of my real estate & land developments, and involvement as a developer/owner include the following:

REAL ESTATE & LAND DEV.

Arturo's Restaurant
Arnold Manor
The Tappan Company
W.R. Meadows
Waffle House Restaurant
McLane Sunwest
Avondale Lanes Bowling Alley, Restaurant, & Movie Theater
Airport Commercenter
Circle K Store-SEC Western & Central
Circle K Store-Van Buren & Central
Poore Brothers Potato Chips
Community Bank of Arizona
Rubbermaid
Walle Corporation
Abco Store-SEC Litchfield & Van Buren
Mobile Station-now Chevron
Snyders of Hanover
Southwest Specialty Foods
Del Monte Facility
Storage Solutions-on Van Buren
Litchfield Garden Apartments
Mountain View Apartments
Comfort Inn-Dysart Road
S & S Tires
West Valley Animal Clinic-Dysart Road

DEVELOPER/OWNER

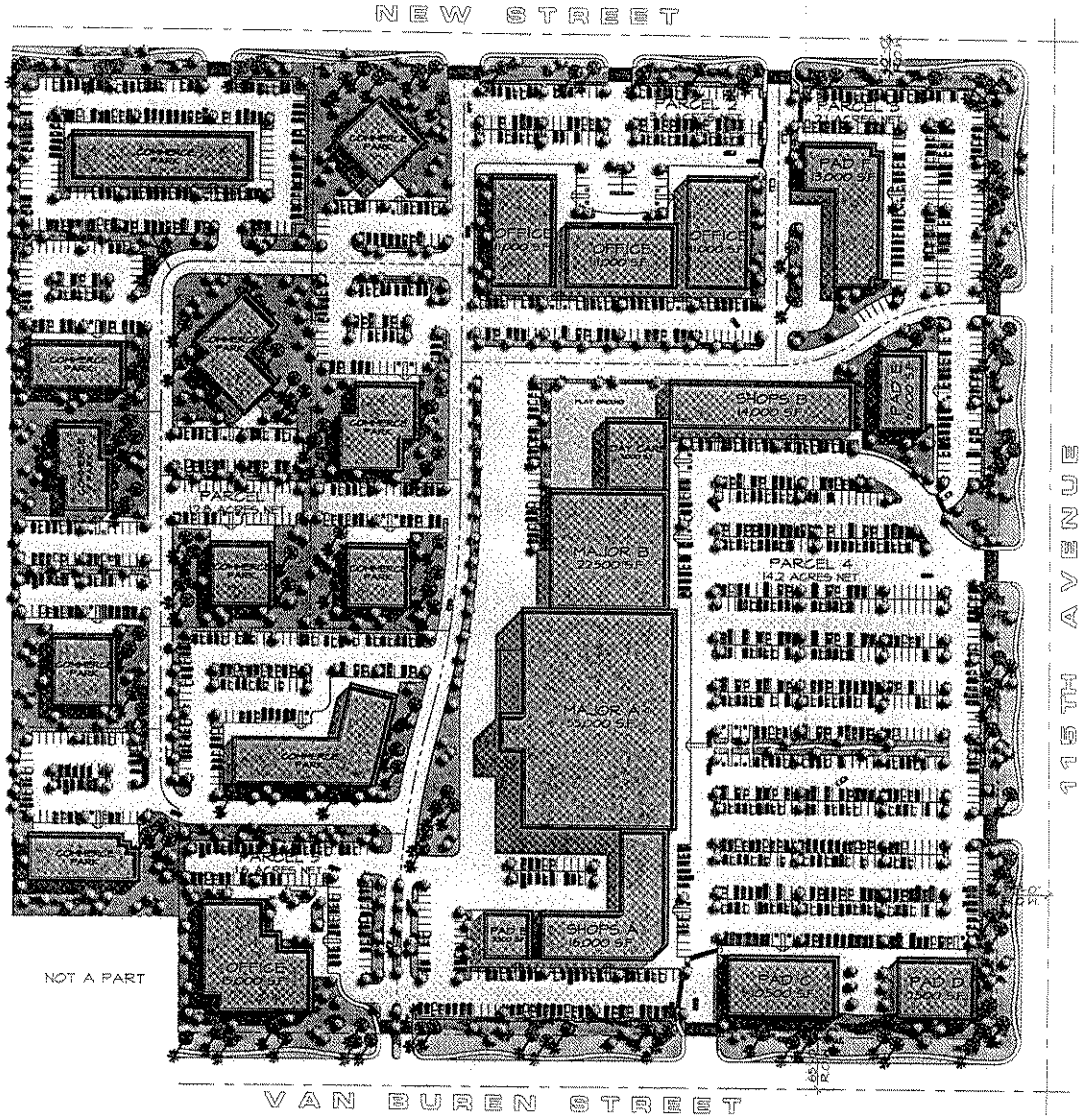
Tres Building-820 E. Van Buren
Peter Piper Pizza Restaurant
Westside Mini Storage
Crystal Clean Car Wash, Inc.
Manzanita Heights
Primrose Estates
Arizona Manufactured Home Sales

RESUME

MR. GEORGE QUINIF

BROKER ASSOCIATE
Don Bennett & Associates, Inc.

Personal Residence:	7038 N. 12th Way, Phoenix, AZ 85020
Telephone:	(602) 944-3515
Place of Birth:	Phoenix, Arizona
Education:	Southern Methodist University, Dallas, Texas. Bachelor of Business Administration 1984. Concentrations in Finance - Real Estate.
1984-1988:	Weatherford Company, Dallas, Texas. Commercial Real Estate-Agent/Broker for Commercial land sales. Gross sales averaged over $6 million per year.
1988:	Obtained Broker's license with State of Arizona.
1988-1992	Walled Lake Door Co. Phoenix, Arizona. Vice President. Interior Door Manufacturing Company with annual sales of $20 million and 140+ employees.
1993 - 1996	Tres Realty, Inc. 1993, 1994, 1995 President's Roundtable for Commercial Sales, Gross sales over $7 million in 1993-1999.
1997- Present	Don Bennett & Associates. Associate Broker. Member of Valley Commercial Division of Phoenix Board Realtors. Member of the Arizona Commercial Brokers Association. Currently markets over $17 million of properties in the western region of the valley. Works diligently with Investors, Residential Developers, Industrial\ Commercial users on sites in the West Valley. 1997 - Formed Sunrise Holdings LLC development company. Current projects are Primrose Estates & Dove Creek Ranch.



PRELIMINARY SITE PLAN

SCALE 1" = 100'-0"

north

Avondale Town Center

Avondale, AZ

DON BENNETT & ASSOCIATES, INC

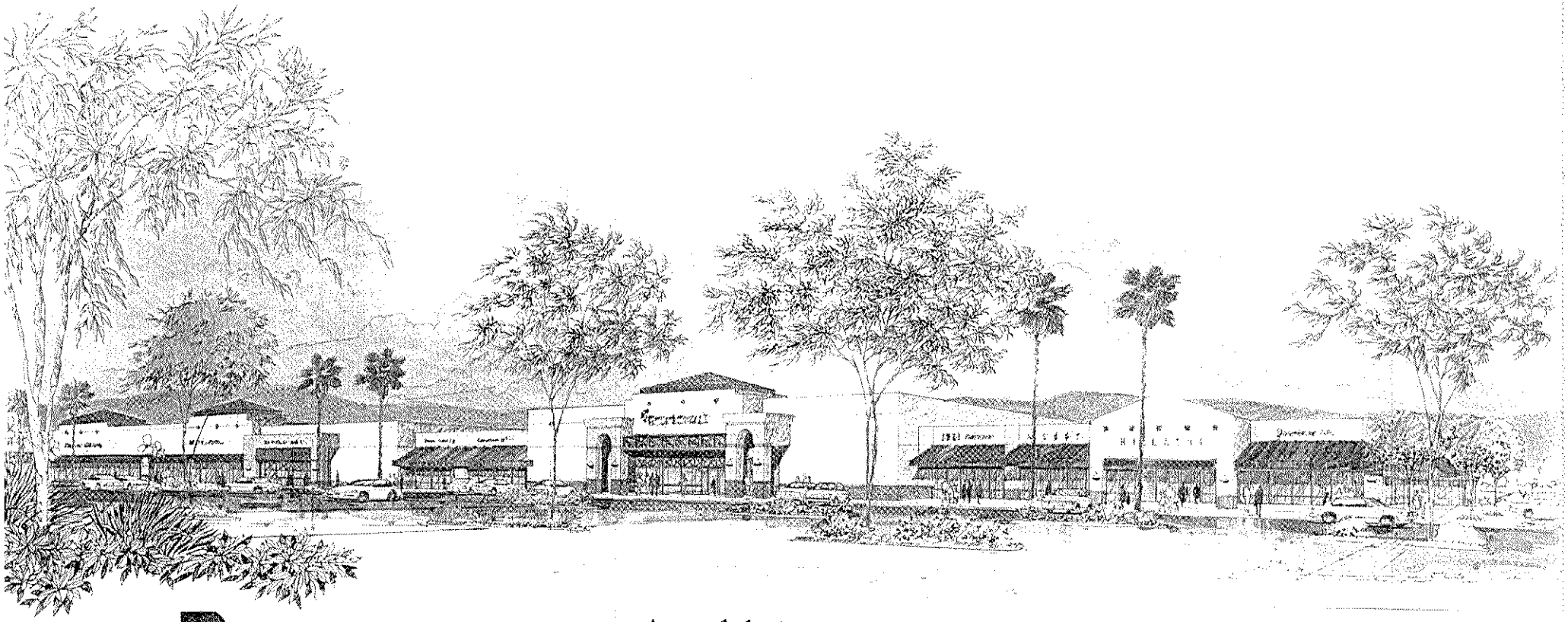
Robert Kubicek Architects And Associates, Inc.

2233 EAST THOMAS RD., PHOENIX, AZ - (602) 955-3666

DON BENNETT
& ASSOCIATES, INC

Avondale Town Center

Avondale, AZ



DON BENNETT
& ASSOCIATES, INC

Avondale Town Center

Avondale, AZ

ROBERT KUBICKI ARCHITECTS
AND ASSOCIATES, INC.
[illegible] EAST THOMAS ROAD
PHOENIX, ARIZONA [illegible]
FAX [illegible]
[illegible]

Emory Thomas Hurley
134 E Palm Ln
Phoenix, AZ 85004

Emory Thomas Hurley
134 E Palm Ln
Phoenix, AZ 85004

Title Ins Arizona
NO STREET NAME or NUMBER
, AZ

Forrest & Gloria Allison
2512 N 27Th Ave
Phoenix, AZ 85009

Val-Mar Investments
9572 Woodridge Cir
Fredericktown, OH 43019

Asset Wwc:Tmc
2224 Port Durness Pl
Newport Beach, CA 92660

A J & Virginia Tr Mortensen
PO Box 274
Tolleson, AZ 85353

Frank Vidal Valenzuela
801 N 115Th Ave
Avondale, AZ 85323

Frank Vidal Valenzuela
801 N 115Th Ave
Avondale, AZ 85323

West-40 Ltd Partnership
4730 E Indian School Rd #120-26
Phoenix, AZ 85018

Geraldine Wood
5021 W Tuckey Ln
Glendale, AZ 85301

West-40 Ltd Partnership
4730 E Indian School Rd #120-26
Phoenix, AZ 85018

Ten West A Limited Partnership
PO Box 4138
Tubac, AZ 85646

William & Linda Summers
618 N 115Th Ave
Avondale, AZ 85323

John & Thelma Louise Summers
612 N 115Th Ave
Avondale, AZ 85323

Patricia Ruth Curtis & Mary A Hunt
PO Box 1564
Litchfield Park, AZ 85340

115Th Avenue & Van Buren St
7505 E 6Th Ave #100
Scottsdale, AZ 85251

Carl & Patricia Weiler
110 W Northview Ave
Phoenix, AZ 85021

Carl & Patricia Weiler
110 W Northview Ave
Phoenix, AZ 85021

Coldwater Springs Development Co L L C
7505 E 6Th Ave #100
Scottsdale, AZ 85251

Walter Charamza
Loren Heather
2224 Port Durness Pl
Newport Beach, CA 92660

Clifford & Sylvia Mortensen
10326 W. Thomas Rd.
Avondale, AZ 85323-4607

ORDINANCE NO. 738-00

AN ORDINANCE OF THE CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING MAP FOR PROPERTY AS SHOWN IN FILENAME Z00-010-A FROM AG (AGRICULTURAL) TO PADD (PLANNED AREA DEVELOPMENT DISTRICT), C-2 (COMMUNITY COMMERCIAL) AND CP (COMMERCE PARK) AND IMPOSING CONDITIONS UPON SUCH CHANGE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Avondale, approved the City of Avondale Zoning Map and the City of Avondale now desires to amend the City of Avondale Zoning Map pursuant to A.R.S. Section 9-462.04; and,

WHEREAS, all due and proper notices of public hearings on the intended amendment to be held before the City of Avondale Planning and Zoning Commission and the Mayor and Council of the City of Avondale, Arizona were given in the time, form, substance and manner provided by A.R.S. Section 9-462.04; and

WHEREAS, the City of Avondale Planning and Zoning Commission held a public hearing on Wednesday, May 17, 2000, on the amendment to the City of Avondale Zoning Map as pursuant to such notices and as required by A.R.S. Section9-462.04; and

WHEREAS, the City of Avondale Mayor and Council held a public meeting hearing on June 19, 2000, on the amendment to the City of Avondale Zoning Map; and

WHEREAS, the City of Avondale Planning and Zoning Commission recommends to the Avondale Mayor and Council that the proposal to amend the City of Avondale Zoning map be approved to change the designation from AG (Agricultural) to PADD (Planned Area Development District), C-2 (Community Commercial) and CP (Commerce Park) and imposing conditions.

NOW, THEREFORE, be it Ordained by the Mayor and Council of the City of Avondale, Maricopa County, Arizona as follows:

SECTION 1: AMENDMENT OF THE ZONING MAP. A Parcel of land, as shown in filename Z00-010-A, more accurately described in Attachment A, in Avondale, Maricopa County, Arizona located at the northwest corner of 115th Avenue and Van Buren Street, is hereby conditionally rezoned from AG (Agricultural) to PADD (Planned Area Development District), C-2 (Community Commercial) and CP (Commerce Park) subject to the following conditions:

1. Project shall comply with the rezoning application and project narrative.
2. Project shall accommodate a 40′ half-street alignment on the north property line as determined by the City Engineer.
3. Project shall provide a 20′ landscaped setback along 115th Avenue and Van Buren Street.
4. Main Project Monument to match project theme shall be designed and constructed as part of Phase I. Main Project Monument shall be located at the southeast corner of the project boundary and shall comply with the City's design review requirements.
5. All development shall meet design requirements as provided for in the City of Avondale Zoning Ordinance and the Freeway Corridor Specific Plan.

SECTION 2: SEVERABILITY. If any provision of this resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3: EFFECTIVE DATE. This amendment herein shall become effective as provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Avondale, Arizona this 19th day of June 2000.

Mayor

Attest:

Linda M Harris

City Clerk

Approved as to form:

Interim City Attorney

December 3, 2008

Jennifer Fostino
Zoning Specialists
City of Avondale
11465 W. Civic Center Drive
Avondale, Arizona 85323

Re: Z-08-14

Dear Jennifer,

On behalf of PCCP CS Empire Avondale LLC, I am submitting this letter outlining our concerns with the City of Avondale initiated rezone of our property.

Our firm purchased the property in December of 2006 with the understanding that the property was zoned PAD. We understand that the PAD zoning includes a development plan and that the development plan approved with the PAD zoning for our property has not been executed, in part because the City did not like the plan or its relation to the new vision for the City Center Plan. We nevertheless have been trying to work out an acceptable plan with the City. All of a sudden a unilateral decision has been made by the City to revert the zoning

We don't understand the City's desire to initiate the rezoning and reversion of zoning to AG. Frankly, it doesn't make much sense. The development plan has been expired for some time and if it is so important to the City to revert the zoning, we are wondering why it wasn't already done. If the City ultimately wants to rezone our property to the new City Center Zoning category that it is currently working on, then why doesn't the City wait until that zoning category is created and rezone our property then. I am sure that we can agree that the AG zoning is not consistent with the City Center Plan and the uses allowed under AG zoning category are not the uses anyone wants to see developed within our property. Rezoning our property to AG will require the City to rezone our property a second time once the City Center Zoning category is adopted. Why should we waste the time on this interim step?

In addition, State law requires that all rezones shall be consistent with and conform to the adopted General Plan. The uses permitted under the AG zoning category are not consistent with allowable uses identified under the Freeway Commercial land use category which covers our property and allows for "Regional Commercial, Light Industrial and Office" uses. Even as a "holding zoning category," we don't believe that AG zoning is consistent with the City's General Plan and thus this rezone is not in accordance with State law. If the City is adamant about rezoning our property today, then we would request that they rezone it to something that is actually consistent with the City's General Plan. We believe C-2 or C-3 zoning would be much more appropriate and be in conformance with both the City's General Plan and State law.

The bottom line is we don't see the urgency to rezone our property to AG. AG is not an appropriate zoning category for the near or long term development of our property and rezoning of our property to AG is an unnecessary interim step in the ultimate process.

EMPIRE

6617 N. Scottsdale Road, Suite 101
Scottsdale, Arizona 85250
Phone 480.951.2207
FAX 480.951.3023

31933 Hwy K
Chenequa, Wisconsin 53029
Phone 262.369.7809
FAX 262.369.7811

We would appreciate your written response to our concerns as noted above.

If you would, upon receipt of this letter, please forward our comments to the members of the Planning Commission and City Council.

Sincerely,

Jeffrey A. Schwartz

Cc: Paul Gilbert, Beus Gilbert

6617 N. Scottsdale Road, Suite 101
Scottsdale, Arizona 85250
Phone 480.951.2207
FAX 480.951.3023

31933 Hwy K
Cheniqua, Wisconsin 53029
Phone 262.369.7809
FAX 262.369.7811

December 19, 2008

VIA US MAIL / VIA EMAIL

Mayor Marie Lopez Rogers
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323

Brian Berndt, Development Services Director
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323

Re: Request for an Extension of the PAD for the NWC of Van Buren Street and Avondale Boulevard, filename Z-08-14

Dear Mayor Rogers and Mr. Berndt:

We are the managing member of PCCP PS Empire Avondale, LLC ("Empire"), the owner of the property located at the NWC of Van Buren Street and Avondale Boulevard. We have recently become aware that the City Council has initiated the process to revert the zoning on Empire's property.

Empire purchased the property located at the NWC of Van Buren Street and Avondale Boulevard approximately 2 years ago and since purchasing the property Empire has been diligently pursuing its development.

Coincidentally, during the past 2 years, the City of Avondale and its Planning Department have been concurrently working on the creation and adoption of the City Center Plan. The City Center Plan consists of a new set of development policy guidelines that apply to an area in the City referred to as the Avondale City Center. The Avondale City Center includes Empire's property.

The development of the City Center Plan has been a major hurdle impeding Empire's efforts to timely develop our property. The lack of a formally adopted plan coupled with staff's presumed direction from the City Council regarding future development within the Avondale City Center put Empire in a difficult position. Empire would submit plans that it felt were consistent with its approved PAD (including submittals that tried to address City staff suggestions as to mixed use), yet staff would provide comments based on its interpretation of the yet to be approved City Center Plan and little if any progress was made as to an acceptable development plan for the parcel.

The City Center Plan has now been adopted by the City Council, and both City staff and Empire have a clearer understanding of the newly adopted regulations governing development in the Avondale City Center. We believe that we should be given additional time to process a plan under the existing PAD and the newly adopted development policy guidelines before the efforts are made to revert the zoning of the property to a category that is clearly not consistent with the City Center Plan.

For the reasons listed above we would like to request that the reversion process for PAD, Z-08-14 be deferred and that the PAD be extended for a period of 1 year.

We appreciate your consideration.

Sincerely,

PCCP PS Empire Avondale LLC

Geoffrey Jacobs

cc: Paul Gilbert, Beus, Gilbert

PLANNING COMMISSION
REGULAR MEETING

CITY COUNCIL CHAMBERS
11465 W. CIVIC CENTER DR.
AVONDALE, AZ 85323

Thursday, February 19, 2009
6:30 P.M.

I. CALL TO ORDER

The regular meeting was called to order at approximately 6:30 p.m. by Chairperson Iwanski.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT
David Iwanski, Chairman
Michael Demlong, Vice Chair
Al Lageschulte, Commissioner
Linda Webster, Commissioner
Lisa Amos, Commissioner
David Scanlon, Commissioner – Arrived after Roll Call

COMMISSIONER ABSENT
Angela Cotera, Commissioner

Chairperson Iwanski and Chris Schmaltz, City Attorney, discussed that it is not necessary to move to excuse absent Commissioners, as that is not an agenda item.

CITY STAFF PRESENT
Jennifer Fostino, Zoning Specialist, Development Services Department
Tracy Stevens, Planning Manager, Development Services Department
Chris Schmaltz, City Attorney

III. OPENING STATEMENT

Chairperson Iwanski read the Opening Statement.

IV. APPROVAL OF MINUTES

- **January 15, 2009 Regular Meeting**

Chairperson Iwanski invited a motion to approve the minutes. Vice Chair Demlong moved to accept the minutes of Thursday, January 15, 2009 as written. Commissioner Lageschulte seconded the motion. The motion passed unanimously.

V. UNSCHEDULED PUBLIC APPEARANCES

There were no requests to speak.

VI. WITHDRAWALS AND CONTINUANCES

There were no withdrawals or continuances.

VII. PUBLIC HEARING ITEMS

Chairperson Iwanski asked to hear item Z-08-14.

2. Z-08-14: This is a public hearing before the Planning Commission to review and solicit public input on application Z-08-14, a request by the City of Avondale to revert the zoning of approximately 35.5 acres of property located at the northwest corner of Avondale Blvd. and Van Buren Street from PAD (Planned Area Development) to AG (Agricultural). Staff Contact: Jennifer Fostino

Jennifer Fostino, Zoning Specialist, stated this is a request to revert zoning on approximately 35.5 acres from PAD (Planned Area Development) back to AG (Agricultural). The subject property is located at the northwest corner of Avondale Blvd. and Van Buren Street. The General Plan designates the property as Freeway Commercial. The Avondale City Center Specific Plan designates the property as Employment Mixed Use. The property to the north is zoned PAD and is undeveloped. The property to the south is zoned PAD and C-2, and consists of Coldwater Springs and Coldwater Springs Promenade. The property to the east is an undeveloped County parcel, an undeveloped AG parcel, and an A-1 City-owned parcel, which was previously a trucking company. The property to the west is zoned AG and is undeveloped.

The approved development plan consists of five parcels: Parcel 1 for Commerce Park uses and Parcels 2 through 5 for Commercial uses. The development plan requires that development of the first development unit shall commence within two years of the date upon which the PAD District amendment was approved. Failure to commence development within the time limits shall cause the PAD District classification to become null and void. Thereafter, the City Council shall initiate an amendment to the zoning map to revert the zoning classification to its prior designation. The subject property was

annexed in 1978 and was rezoned to PAD in June 2000. The PAD zoning expired on June 19, 2002. The City Council initiated the reversion on December 8, 2008 and a PAD extension was requested by the property owner on December 19, 2008.

Staff recommends approval of application of Z-08-14, a request to revert the zoning from PAD to AG.

Chairperson Iwanski invited questions.

Commissioner Webster noted a long period of time has passed since the expiration of the PAD zoning and asked why the City waited so long to initiate a reversion of the zoning. Ms. Fostino explained that the Zoning Ordinance gives no time limit during which the City must initiate a reversion of the zoning classification.

Vice Chair Demlong asked how many PAD expirations were occurring. Ms. Fostino stated the three zoning reversions on the agenda tonight are the first reversions the City has seen.

Vice Chair Demlong asked if the Planning Commission recommends extension of the PAD zoning, what would be the drawbacks to the City. Ms. Fostino deferred the question.

Chris Schmaltz, City Attorney, stated that the property owner's request for an extension of the PAD zoning is not before the Planning Commission tonight. The item before the Planning Commission is a request to revert the zoning from PAD to AG.

Vice Chair Demlong asked if the City Council is evaluating the issue of reverting PAD zonings in light of the economy. Ms. Fostino stated that the City Council gave Staff direction to bring three PAD reversions before the Planning Commission tonight and the Council has been studying the issue PAD expirations. The Council will consider the property owner's request for an extension of the PAD zoning for the subject property when the item comes before the Council.

Chairperson Iwanski invited further questions, and hearing none, opened Item Z-08-14 for public hearing.

Jeff Biley, 4800 N. Scottsdale Rd., Scottsdale, AZ, stating he is representing the property owner, PCCP CS Empire Avondale, LLC. He stated they have been working on development plans; however, until the City adopted the City Center Specific Plan, they had no clear direction in order to move forward. Now that the City Center Plan has been adopted, they have better direction. However, now that the City is going to initiate a reversion of their PAD zoning, they have requested that their PAD zoning be extended to allow them to work through the City Center Plan and submit a new development plan. It has come to their attention that Staff is working on a new zoning category that would better mesh with the new City Center Plan. The reversion entertained tonight would revert the property back to AG zoning, which is not consistent with the City Center Plan.

While he understands that the City considers AG zoning as a holding zone until the land is suitable for rezoning and development, it cannot be developed while zoned AG, and upon reversion of the zoning to AG, they would have to rezone the property again. Therefore, they request extension of the PAD zoning for 12 months. They do not understand why it is so pressing to revert the zoning now when the PAD expired years ago under statute. If the Planning Commission moves to approve the request to revert the zoning from PAD to AG tonight, they would like to see a stipulation by the Commission recommending a one year extension for the City Council's consideration. Otherwise, they would like the Planning Commission not to recommend approval of the rezoning.

Chairperson Iwanski invited questions for Mr. Biley.

Commissioner Scanlon asked what would be the cost to the property owner to go through the process again if the zoning reverts to AG. Mr. Biley stated it could cost $50,000 to $100,000.

Chairperson Iwanski asked if Mr. Biley had any suggestions given the fact that the City Attorney has informed the Commission that the request for an extension of the PAD zoning is not before the Planning Commission tonight. Mr. Biley replied that if the Planning Commission is going to approve the application to revert the zoning from PAD to AG, he would recommend that the Commission approve the application with a stipulation that a one year extension of the PAD zoning be granted.

Vice Chair Demlong asked if the current PAD is consistent with the City Center Plan, as the current PAD zoning was granted before the City Center Plan was adopted. Christ Schmaltz, City Attorney, explained that the PAD zoning became null and void in 2002 and the next step is reversion of the zoning. When the property owner purchased the property two years ago, the PAD zoning had already expired.

Vice Chair Demlong asked if the PAD zoning before it expired was consistent with the City Center Plan. Ms. Fostino stated she could not make that determination tonight without having the plans in front of her; however, it was probably not consistent with the adopted City Center Plan.

Commissioner Amos asked since the property was purchased with an expired PAD, was it inevitable that the new owners would have to rezone the property in any case. Ms. Fostino replied that anyone who purchased the subject property after 2002 would have to go through the rezoning process because the development plan had expired.

Mr. Biley replied that his client did purchase the property after the PAD zoning had expired. He informed the Commission that he was present at the City Council meeting where five expired PAD cases were presented to the Council, and the Council elected to extend two of the PAD zoning cases. He would argue that it is within the Commission's purview to recommend to the Council to extend their PAD zoning since the Council just elected to extend two PAD zoning cases. He argues that the PAD zoning remains in effect until the zoning is reverted.

Chairperson Iwanski stated that the Commission does not have the option to extend the PAD zoning tonight. He asked what the justifications were for Council extending two of the PAD zoning cases. Mr. Biley responded that to his recollection, he believes that based upon where the properties were in their development process, the Council felt that they merited an extension.

Ms. Fostino explained there were four PAD reversions before the City Council. Avalon Estates was given a six month grace period before the City would begin the reversion process because Avalon Estates had gone through the final plat stage and they had pulled a couple of permits through the Civil Department.

City Attorney Chris Schmaltz added it is the Zoning Code that states that the PAD zoning on the subject property is null and void.

Chairperson Iwanski stated it sounds as if there are no other options except to move forward with reversion of the zoning without a stipulation. City Attorney Schmaltz stated that the City Council has the legislative authority to grant PAD extensions.

Chairperson Iwanski asked if the Planning Commission has the authority to add a stipulation to its recommendation to approve the request to revert the zoning from PAD to AG. City Attorney Schmaltz replied that the Commission can state on the record that they urge the City Council to grant the extension. However, it would be incongruous in his mind to recommend to revert the zoning and then add a stipulation for extension of the PAD zoning. Certainly a statement by a one of more of the Commissioners urging the Council to extend the PAD zoning would be appropriate.

Commissioner Scanlon stated he understands that the current City Center Plan may be inconsistent with the impediments placed on the prior PAD zoning. City Attorney Schmaltz stated that the current City Center Specific Plan is a policy document and it is part of the General Plan. It may be inconsistent with AG zonings or other zonings. The idea is for a forward-looking plan that is intended to change the development patterns in the area. The next step is the City Center zoning category that would make the zoning of the properties consistent with the Plan in the long term.

Commissioner Scanlon asked if it is necessary to put a developer through the rezoning process. City Attorney Schmaltz stated the developer would need to go through the zoning process in any case. Council has followed the Code requirements and initiated a reversion of the zoning. Staff is back before the Planning Commission to obtain a decision to revert the zoning or not in order to give developers due process under State Statute with regard to reversions of zoning that are subject to time conditions.

Commissioner Amos asked if the four cases that were brought up before the City Council for extensions had been before the Planning Commission. Ms. Fostino explained that the four cases were brought before the City Council to obtain direction for Staff regarding reversions of PAD zoning. At that point the applicant for the Avalon property had

already requested an extension, and it was granted. The three remaining cases are at the Planning Commission stage and are before the Commission tonight.

Vice Chair Demlong asked why these three cases are before the Commission tonight. Ms. Fostino explained that the first step was to obtain direction from the Council on the reversion process for four properties. Three of the properties were directed for the Planning Commission to consider reversion of the zoning and are before the Planning Commission tonight.

Chairperson Iwanski invited further comments, and hearing none, closed the public hearing and called for a motion.

Vice Chair Demlong moved that the Planning Commission accept the findings and recommend approval of application Z-08-14, a request to revert zoning from PAD (Planned Area Development) to AG (Agricultural). Commissioner Scanlon seconded the motion.

Chairperson Iwanski invited discussion.

Commissioner Lageschulte suggested that the City Council propose an extension for the PAD zoning on this subject property to save the developer the costs.

Commissioner Amos suggested that the process be tightened so that projects are not bounced from the Council to the Commission and back to the Council. She opined that in this economic time there needs to be leniency and the zoning expiration times lengthened, particularly if the developer has been in contact with the City.

Vice Chair Demlong pointed out this process is straightforward to him, and per City Ordinance, Staff is following the process. A change in the City Ordinance would have to come from the City Council. This matter should be moved forward to the Council and he is confident they will take care of it.

Chairperson Iwanski added that even though no plans have been approved or permits issued for this particular site, the property owner showed good faith in trying to move their plans forward during the delay of the City Center Specific Plan adoption. He echoed Commissioners Lageschulte and Amos that this developer needs to have an extension granted by the City Council.

Chairperson Iwanski called for a roll call vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Commissioner Scanlon	Aye

Commissioner Cotera	Excused
Commissioner Webster	Aye
Commissioner Amos	Aye

The motion passed unanimously.

DEVELOPMENT SERVICES

SUBJECT:
Continuance - Public Hearing and Ordinance for Zoning Reversion (Z-08-16)

MEETING DATE:
March 9, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

REQUEST: Revert zoning from Planned Area Development (PAD) to Agricultural (AG)

PARCEL SIZE: Approximately 18.14 acres

LOCATION: Northwest corner of Avondale Boulevard and the Corporate Drive alignment.

APPLICANT: City of Avondale

OWNER: Byrd Enterprises of Arizona Inc

BACKGROUND:

The subject property was annexed into the City on June 28, 1978. The General Plan identifies the subject property as Freeway Commercial. The City Council approved a rezoning from AG (Agricultural) to PAD (Planned Area Development) on March 20, 2006. A site plan was approved on July 17, 2006. The reversion process was initiated by the City Council on December 8, 2008. The subject property lies within the Avondale City Center Specific Plan, which identifies the property as Employment Mixed Use.

SUMMARY OF REQUEST:

This is a request to amend the zoning map to revert the zoning classification from PAD back to the original AG zoning. The City of Avondale Zoning Ordinance, Section 6, Planned Area Development, states that a PAD is required to commence development within two years of the date of the amendment approval or it will become null and void. Thereafter, the City Council shall initiate an amendment to the zoning map to revert the zoning classification to its prior designation.

PARTICIPATION:

The applicant invited 10 property owners and other interested parties to neighborhood meetings held on December 3, 2008, and January 6, 2009. Three property owners attended the meeting on December 3, 2008. Two property owners and one interest party attended the January 6, 2009, meeting.

The Planning Division has received numerous phone calls, but has not received any opposition in reference to the proposed reversion.

A notice was published in the West Valley View on November 18, 2008 and December 16, 2008. The property was posted on November 16, 2008 and December 15, 2008. Letters were sent to 13 property owners on November 16, 2008 and December 15, 2008.

A notice of the Planning Commission hearing was published in the West Valley View on February 3, 2009. The posting on the property was updated on February 3, 2009. Letters were mailed out to the 10 property owners on February 3, 2009. No comments have been received to date.

A notice of the City Council hearing was published in the West Valley View on February 17, 2009. The posting on the property was updated on February 17, 2009. Letters were mailed out to the 10 property owners on February 17, 2009. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on February 19, 2009, and voted 6-0 to recommend **APPROVAL** of this request.

ANALYSIS:

- Development of the first development unit shall commence within two years of the date upon which the PAD District amendment was approved. Failure to commence development within the time limits shall cause the PAD District classification to become null and void. Thereafter, the City Council shall initiate an amendment to the zoning map to revert the zoning classification to its prior designation. The PAD District classification for the subject property became null and void on March 20, 2008.

- The purpose of expiration and reversion is to ensure that developments remain consistent with current standards and expectations of the City.

- The site plan expired on July 17, 2007.

- To date, no construction plans have been approved; no permits have been issued for the property.

- The Avondale Zoning Ordinance states that the AG zoning district serves as a holding zone for land until suitable for rezoning and development.

- The reversion will not preclude the property owner from seeking to rezone the property again in the future.

- Thus far, this project has not satisfied its requirements and therefore needs to be reclassified to its prior designation.

FINDINGS:

1. The proposed zoning meets the General Plan.

2. No development has occurred on the property between March 20, 2006, and the present.

3. The PAD zoning is null and void.

RECOMMENDATION:

The City Council shouldgrant application Z-08-16 a continuance of the reversion to the May 4, 2009 City Council meeting.

PROPOSED MOTION:

I move that the City Council grant the applicant a continuance to the May 4, 2009 City Council meeting.

ATTACHMENTS:

Click to download

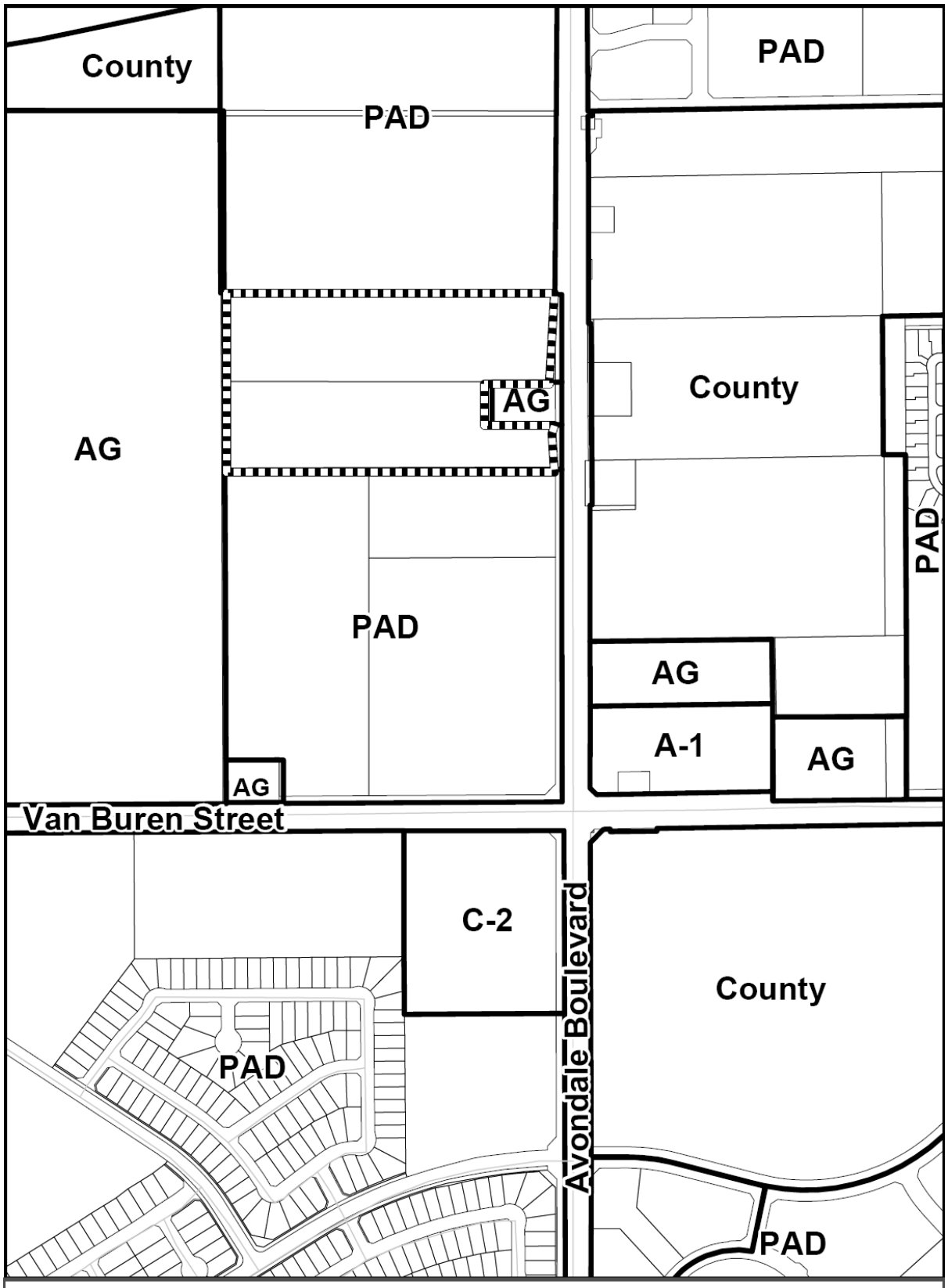
- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Map
- Exhibit C - Summary of Facts
- Exhibit D - General Plan Land Use Map
- Exhibit E - Development Plan
- Exhibit F - Ordinance
- Exhibit G - Site Plan
- Exhibit H - Excerpt of the Planning Commission Draft Minutes

FULL SIZE COPIES (Council Only):

NONE

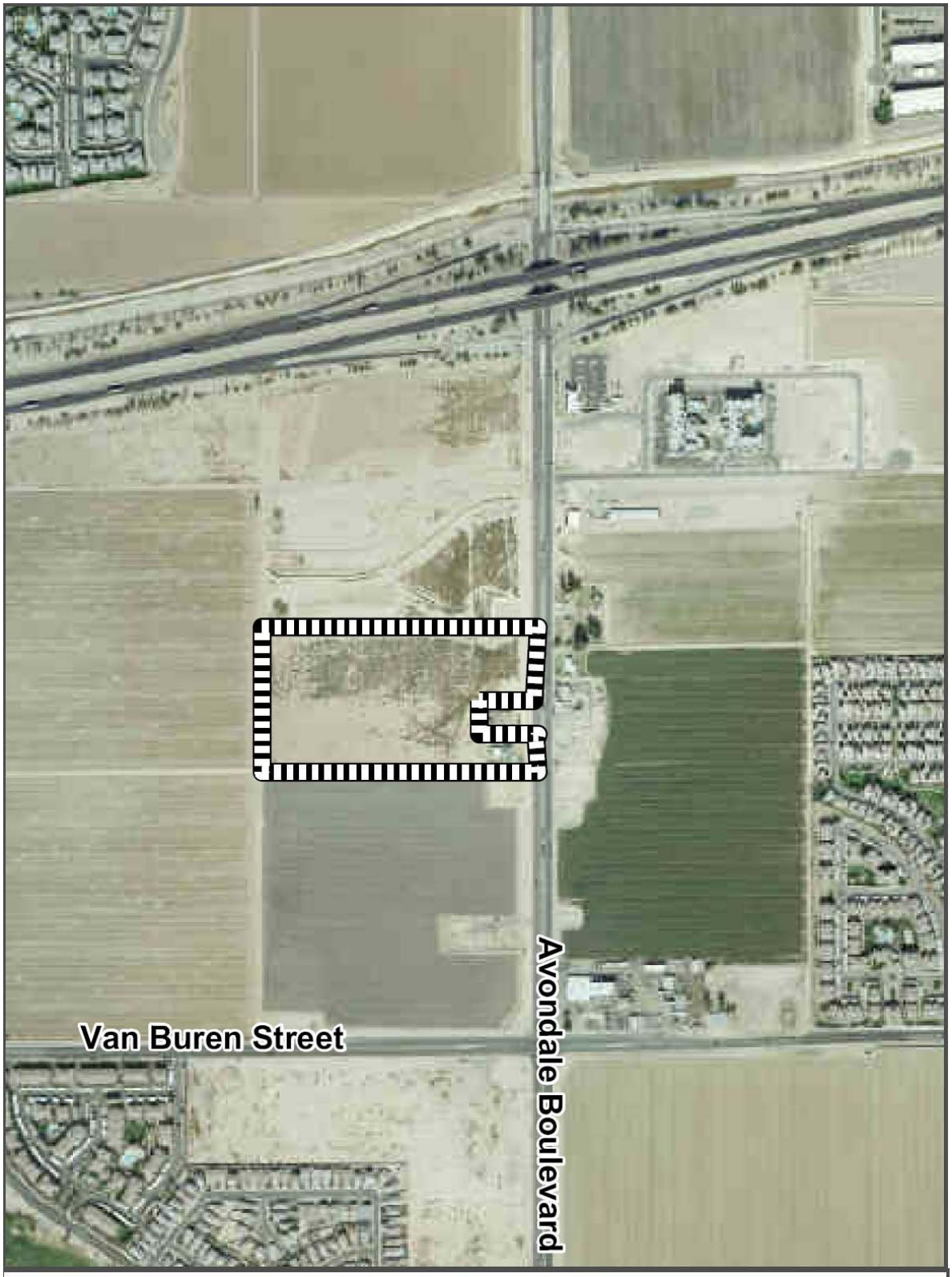
PROJECT MANAGER:

Jennifer Fostino, Zoning Specialist 623-333-4022



2008 Zoning Vicinity Map

Subject Property



2008 Aerial Photograph

Subject Property

SUMMARY OF RELATED FACTS

APPLICATION Z-08-16

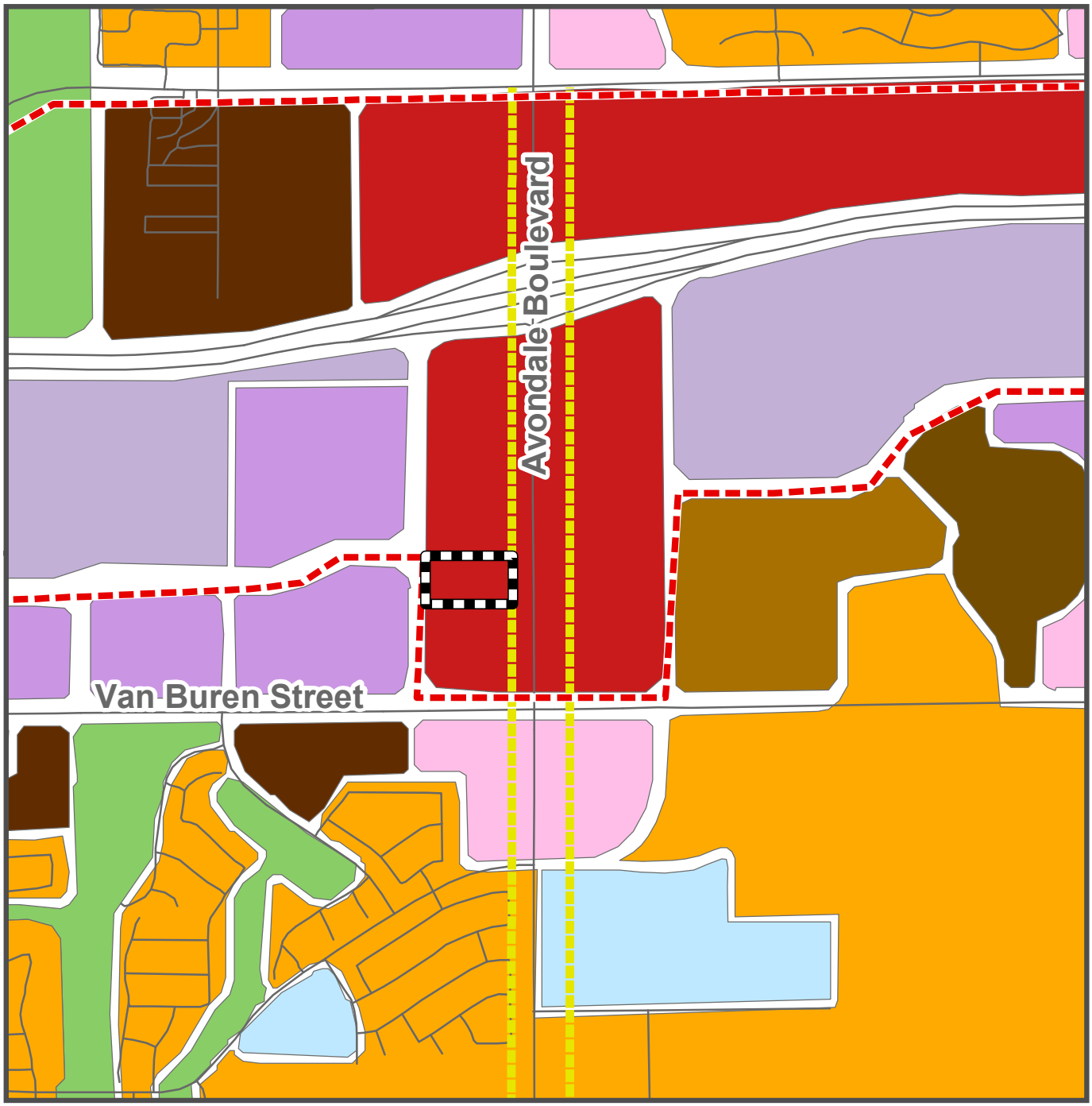
THE PROPERTY	
PARCEL SIZE	18.14 acres
LOCATION	Northwest corner of Avondale Boulevard and the Corporate Drive Alignment
PHYSICAL CHARACTERISTICS	Rectangular and relatively level surface
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD (Planned Area Development)
ZONING HISTORY	Annexed 6/28/1978– Rezoned from AG (Agricultural) to PAD on 3/20/2006
DEVELOPMENT AGREEMENT	There is not a development agreement.

SURROUNDING ZONING AND LAND USE	
NORTH	PAD – Undeveloped (Summit at Avondale)
EAST	County – Undeveloped
SOUTH	PAD – Undeveloped (Avondale Town Center)
WEST	AG - Undeveloped
GENERAL PLAN	
The subject property is designated as Freeway Commercial on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Littleton Elementary School (K-8)
HIGH SCHOOL	La Joya Community High School

STREETS	
Avondale Boulevard	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	Three traffic lanes, ½ median, street light
Standard half street improvements	Three lanes plus half landscape median, bike lane, curb and gutter, detached sidewalk, right-of-way landscaping, street lights.

UTILITIES
There is a 16” water line along Avondale Boulevard. There is a 27” sewer line along Avondale Boulevard



General Plan Land Use

- Commercial Corridor, Commercial Corridor
- Growth Area, Growth Area
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities
- Subject Property

City Pointe

CITY OF AVONDALE
PLANNING AND
FEB 6 2006
BUILDING SERVICES
DEPARTMENT

A Destination Mixed-Use Development

Z-05-20

Proposed by

Byrd Enterprises of Arizona, Inc.

and

LandKin Development, Inc.

Project Narrative for PAD Rezoning Application

December 2, 2005
Rev 1: January 20, 2006
Rev 2: January 31, 2006
Rev 3: February 6, 2006
Rev 4: February 24, 2006

City Pointe

PAD Rezoning Application

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Exhibits

Aerial Photograph
Context Plan
Legal Descriptions
Proposed PAD Site Plan
Conceptual Site Plan – Phase 1
Access & Circulation Plan
Architectural Rendering
Color and Materials
500-Foot Radius Map
Notification Mailing List
Affidavit of Notification
Ownership Verification (Deeds)
Project Boundary & Topographic Survey
Flood Zone Determination
School District Notification Letters
Comprehensive Sign Program (separate booklet)

City Pointe

Introduction

Byrd Enterprises of Arizona, Inc. and LandKin Development propose to develop the subject 18.07-acre (gross) property, which is located at the northwest corner of Avondale Boulevard and Corporate Drive (McKinley Street alignment), with a variety of mixed uses including hotels, offices, restaurants, and retail uses that are compatible with both the City of Avondale's General Plan and other recently zoned properties in the area. The end result, City Pointe, will be a high-end development serving the needs of the growing residential communities in the immediate area, the surrounding vicinity and region as a whole.

Project Team

Property Owner:	Byrd Enterprises of AZ, Inc. c/o Ms. Dianna K. Morrow, CPA, IAR 2000 N. Litchfield Rd. Goodyear, AZ 85338
Developer:	LandKin Development, Inc. c/o Mr. Kevin Helland 250 N. Litchfield Road, Suite 250 Goodyear, AZ 85338
Entitlement Consultant & Civil Engineer:	L.E.A.D.S., Inc. c/o Richard B. Lloyd, AICP 2400 N. Central Avenue, Suite 203 Phoenix, AZ 85004 602-254-2600 ext 104
Architect:	Lamb Architects c/o Paul L. Carlson 7038 E. 5th Avenue Scottsdale, AZ 85251
Sign Company:	Young Electric Sign Company c/o Tricia Traylor 6725 West Chicago Street Chandler, AZ 85226
Transportation Engineer:	TASK Engineering Inc. c/o Ken Howell, P.E., PTOE 3707 N 7th Street, Suite 235 Phoenix, AZ 85014

Landscape Architect:	T. J. McQueen & Associates, Inc. 1121 E. Missouri Avenue, Suite 218 Phoenix, AZ 85014
Primary City Contact:	Ms. Connie Randall Planner II City of Avondale 11465 W. Civic Center Drive, Suite 110 Avondale, AZ 85323-6804

Property Description

The subject property is located on the west side of Avondale Boulevard, approximately 1,300 feet south of the Interstate 10 freeway (I-10) in the City of Avondale. The enclosed Context Plan illustrates the subject site in relation to the surrounding area. The property measures approximately 18.07 gross acres in size and consists of two separate tax parcels (APN# 500-01-020 and 500-01-007Y).

As illustrated on the enclosed PAD Site Plan, there is an exception parcel located between the two subject parcels along the Avondale Boulevard frontage. The exception parcel is approximately 1 acre in size and is currently not available for acquisition by the owners of this project. However, provisions will be made for the potential future incorporation of this parcel into the City Pointe project should the parcel become available for acquisition.

The parcels immediately north of the subject property to the I-10 are zoned PAD and slated for freeway commercial uses. Land to the immediate west from the I-10 south to Van Buren Street is currently zoned AG. Land on the east side of Avondale Boulevard from the I-10 to Van Buren Street is a combination of properties zoned PAD and AG (agriculture), some of which are located within unincorporated Maricopa County. Land south of Van Buren Street is a combination of existing and developing single-family residential communities.

The subject property has been used for agricultural purposes, as have others in the immediate area. However, as indicated above, a significant amount of land along Avondale Boulevard is zoned PAD and are planned for a variety of mixed uses including *Avondale Gateway*, located on the southeast corner of Avondale Boulevard and I-10, *Avondale Town Center* located on the northwest corner of Van Buren Street and Avondale Boulevard, and the *Shops at Avondale Boulevard* located on the southwest corner of I-10 and Avondale Boulevard.

Project Description

This is a request for a rezone of the subject property from AG to PAD for the development of a mixed-use hospitality, office and retail destination to serve the surrounding community. As indicated by the PAD Site Plan, the intent is to rezone the entire site to PAD with master site plan approval for two hotels and an adjacent restaurant to follow shortly thereafter. The site is anticipated to be developed in separate phases, which shall be referred to as Hospitality and Mixed Use Commercial. The Hospitality area is planned to be developed in two sub-phases. The first sub-phase will consist of a Holiday Inn and attached sit-down restaurant. The second sub-phase will consist of an additional hotel. The balance of the site will be developed with office and commercial uses as specific tenants are identified (see *Master Site Plan and Site Plan Review* section for more discussion).

Data Table	
Total Gross Area	18.14 acres (790,601 sq. ft.)
Area Devoted to Street Rights-of-Way	2.41 acres (104,974 sq. ft.)
Total Net Area (gross area minus perimeter streets)	15.73 acres (685,627 sq. ft.)

Proposed Land-Use Development Map

The general arrangement of proposed land uses within the site is depicted on the enclosed PAD Site Plan. As noted previously, the site will be divided into two primary PAD areas. Lists of the specific land uses for each PAD area are listed in the *Land Uses* section of this narrative.

The first development phase of the project, Hospitality Area I, is depicted on the enclosed Conceptual Site Plan. The applicant intends to submit a Master Site Plan application for the first hotel and the adjacent sit-down restaurant soon after the submittal of this PAD rezoning application.

Land Uses

The Freeway Specific Corridor Plan and 2002 General Plan identifies several land use categories which City Pointe incorporates into its plan including hospitality, office, and retail uses including restaurants.

The Freeway Specific Corridor Plan and 2002 General Plan defines freeway commercial uses as follows:

This designation is to accommodate the more intense uses of the I-10 and Loop 101 corridors. It is intended that this category would allow flexibility for development by allowing regional retail, family entertainment, office and employment uses.

The Freeway Specific Corridor Plan defines commercial uses as follows:

Provides for the daily needs of goods and services of the residents within the surrounding area. The types of uses allowed in this category include grocery stores, gas stations, neighborhood services, and office. Preferred locations are major arterial intersections, although other locations may be deemed acceptable based on the merits of the project. In adition, services that provide shopping and basic services for the immediate area (i.e. "neighborhood commercial") may be allowed in any land use classification based upon the merits of the development proposal. Generally neighborhood commercial development would be greater than five acres, and would required adequate buffering to protect surrounding land uses.

The Freeway Specific Corridor Plan defines mixed use uses as follows:

The use provides for a mix of high intensity uses with a retail commercial emphasis. The designation may include a maximum of 45% residential use. Mixed uses may include neighborhood and community retail, residential, hotel/motel, and employment.

A variety of land uses for City Pointe were discussed with City planning staff subsequent to the Pre-application Meeting. The following is the staff recommended proposed uses within each of the PAD areas.

Hospitality Element

The purpose of the Hospitality area is to provide for quality hotel development with supporting restaurant uses that will serve the existing and future residents and visitors in the region.

<u>Permitted Uses</u>

The following uses are permitted within the Hospitality area:

- Hotels
- Full-service restaurants and other sit down restaurants, delis, coffee shops, and similar eating establishments without drive-thrus

Accessory Uses

The following uses are permitted as accessory uses directly related to an approved use in the Hospitality area:

- Outdoor dining
- Sidewalk café
- Conference, banquet and convention facilities
- Gift Shops
- Personal service facilities such as barber shops, beauty shops, day spas, nail salons, tanning salons, and other personal service facilities excluding massage parlors, tattoo and piercing establishments

Prohibited Uses

The following Uses are prohibited in the Hospitality area:

- Automotive parts and supply, tire stores, auto repair, car washes
- Check cashing, bondsman, pawn shops, plasma centers, thrift stores
- Convenience stores, gasoline stations
- Day labor centers
- Drive-thru or drive-in facilities
- Freestanding pharmacies
- Outdoor display or storage
- Sexually oriented businesses
- Any use not expressly permitted herein

Mixed Use Commercial Element

The purpose of the Mixed Use Commercial area is to provide employment uses within a planned office park environment that provides for office and service uses with supporting retail and restaurant development.

Permitted Uses

The following uses are permitted within the Mixed Use Commercial area:

- Banks and financial institution without drive-thru facilities
- Business services including, but not limited to, copy centers, travel agencies, ticket sales, and employment agencies (not including day labor)
- Cocktail lounges, taverns, and brewpubs
- Full-service restaurants and other sit down restaurants, delis, coffee shops, and similar eating establishments without drive-thrus
- Medical, dental, or health offices or clinics
- Personal service facilities such as barber shops, beauty shops, day spas, nail salons, tanning salons, and other similar personal service facilities excluding massage parlors, tattoo, and body piercing establishments
- Professional, administrative, corporate, or business offices
- Retail sales of new merchandise in buildings up to 30,000 sq. ft. in gross floor area for single users

Uses Permitted Subject to Conditions

The following uses are permitted subject to conditions in the Mixed Commercial area:

- Banks and financial institutions with drive-thru facilities subject to the following conditions:
  - Drive-thru windows shall not front onto a public street and shall be set back at least 150 feet from Avondale Boulevard;
  - Drive-thrus shall be fully integrated into the design of the building;
  - A minimum of 100 feet of vehicle stacking shall be provided;
  - The drive-thru shall be reviewed and approved concurrent with the Master Site Plan for the subject property.

Uses Permitted With A Conditional Use Permit

The following uses are permitted with a Conditional Uses Permit in the Mixed Use Commercial Element of the PAD:

- Nightclubs (not including adult live entertainment as defined in Section 10 of the Avondale Zoning Ordinance)
- Childcare Centers
- Health and exercise facilities as part of a multi-tenant building.
- Drive-thru or drive-in facilities
- Retail sales of new merchandise in buildings greater than 30,000 sq. ft. in gross floor area for single users

Accessory Uses

The following uses are permitted as accessory uses directly related to an approved permitted use in the Mixed Use Commercial Element of the PAD:

- Outdoor dining
- Sidewalk café
- Walk-up automatic teller machines (ATM)

Prohibited Uses

The following uses are prohibited in the Mixed Use Commercial Element of the PAD:

- Automotive parts and supply, tire stores, auto repair, car washes
- Check cashing, bondsman, pawn shops, plasma centers, thrift stores
- Convenience stores, gasoline stations
- Day labor centers
- Freestanding pharmacies
- Outdoor display or storage
- Sexually oriented businesses
- Any use not expressly permitted herein

Conformance with Established Plans

As indicated in the City's General Plan, the subject property, as well as land immediately adjacent to Avondale Boulevard from the I-10 to Van Buren Street, is designated as Freeway Commercial on the Land Use Map. This designation is intended to accommodate a variety of regional retail, light industrial, family entertainment and office uses. Furthermore, the Land Use Map identifies Avondale Boulevard as a Commercial and Employment Corridor which encourages employment and commercial uses along this arterial. By providing opportunities for office, retail, restaurant and hotel uses within the subject development, two goals of the General Plan are met: (1) to provide economic sustainability for the community and (2) to develop Avondale Boulevard as a commercial corridor.

City Pointe is also subject to the City's Freeway Corridor Specific Plan and is designated for freeway commercial uses. This plan recognizes the subject site and the surrounding freeway corridor as an area that best represents the long term economic, social and community interests of the City of Avondale. In addition, this corridor has been determined to be well suited for intense urban development given its close proximity to the I-10 and ability to accommodate a variety of land uses such as commercial, office, mixed-use, high-density and moderate density residential, regional open space and transitional uses.

One of the plan's primary goals is to establish a distinctive image for this corridor and for the City through the use of an established street tree theme of Southern Live Oak along Avondale Boulevard. This project will incorporate this theme for continuity of landscape all along this corridor.

A key element of the Freeway Corridor Specific Plan is the designation of a Regional Commercial Node along Avondale Boulevard and the I-10. In addition to the envisioned land uses mentioned above, this corridor encourages more intense uses such as hotels, business parks and related commercial uses.

Part of the City Pointe development request is to obtain approval for an increased height allowance. As such, certain findings must be met prior to Council approval. City Pointe meets the following findings:

a) The proposal conforms to the intent and objectives of the Freeway Corridor Specific Plan to create a regional commercial and office corridor in the vicinity of Avondale Boulevard and I-10.
b) The request meets the corridor design standards and principles.
c) The request supports the Boulevard streetscape concept and provides street and landscaping improvements which exceed the minimum requirements.
d) The project provides a mix of land uses which include office, retail, hotel and employment uses.

e) Extraordinary architectural and design criteria are included to ensure quality development.
f) The project is pedestrian friendly by providing pedestrian plazas and enhanced pedestrian walkways.
g) The project incorporates unique signage, monuments and other improvements to announce entry into the City of Avondale.

City Pointe is a project which complies with the objectives, goals and required findings of both the General Plan and the Freeway Specific Corridor Plan.

Development Standards

Lot Development Standards

Minimum Lot Width and Area	None
Front setback from Avondale Blvd.	40' to parking; 30' to building
Front setback from all other public streets	20' to parking; 20' to building
Interior side setback	None (shall comply with Building Code)
Rear yard setback	None(shall comply with Building Code)
Building Height	150'
Lot Coverage	No maximum subject to meeting minimum development standards including parking, landscaping, and setback requirements.
Right-of-Way Dedications	40' along southern property line; 30' along western and northern property lines

Lighting

At a minimum, all on-site light shall conform to *Section 707:Outdoor Lighting*, of the City of Avondale Zoning Ordinance. In addition, the following provisions shall apply:

- Accent lighting of selected architectural, landscape and/or hardscape features will be allowed and is encouraged. Such lights shall be shielded and directed downward;
- Exterior lighting shall be located and oriented to focus light inward from property boundaries;
- All primary light fixtures shall be metal halide;
- The design of lighting fixtures and their structural supports shall be of a scale and architectural design that is compatible with the buildings within the project;

- All concrete light pole basis shall be designed to match the standard set forth for the entire development;
- Light fixtures that illuminate large areas from a single fixture are prohibited;
- Pedestrian scale lighting fixtures will be provided in all areas designed for pedestrian activities, such as plazas, courtyards, pathways and seating areas, but excluding parking only areas. Such pedestrian lighting fixtures shall complement the architectural character of the project;
- The use of decorative wall-mounted fixtures or sconces is encouraged;

Screening

Where screening is required by development regulations, a combination of masonry walls, landscape materials and earth berms will be utilized. The particular method of screening shall be consistent with the adjoining architecture and landscape themes.

Parking Areas

All parking areas shall be screened from public rights-of-way by a minimum 3-foot high wall, landscape berm, or combination thereof. Screen walls shall be constructed of commercial grade masonry and of a color and texture to complement adjacent buildings.

All parking areas adjacent to Avondale Boulevard shall be screened from the right-of-way by a minimum 3-foot high wall, landscape berm, or combination thereof. Walls may not be used for more than 25% of the total frontage of the parking area along Avondale Boulevard.

Service Areas

Loading and/or service areas shall not be located on the front of buildings where they are difficult to adequately screen from view. Such areas shall be limited to the side or rear areas of buildings and shall be screened with walls or landscaping. The minimum height for screening of service areas shall be 6 feet.

Utility and Mechanical Equipment

Utility and Mechanical equipment shall be screened as required by City of Avondale ordinances. All roof mounted equipment, satellite dishes, and ventilators projecting above roof line shall be either recessed or screened by a building parapet. No secondary screen elements are permitted unless they are specifically complimentary to the design of the overall building.

Trash Enclosures
All trash enclosures shall be constructed per the standard City of Avondale trash enclosure detail. Trash enclosures shall be of a material and color that compliments adjacent buildings.

Walls and Fences
Walls and fences shall only be utilized for screening and security purposes and shall not enclose individual parcels. Landscaping shall be used in conjunction with all walls. The master site plan shall indicate the approximate location of all walls and depict their architectural theme.

Architectural Design Criteria

Architectural Character
The desired architectural character of City Pointe is that of a high quality, vibrant mixed use commercial center that is attractive and inviting to tenants, visitors, and the general public. The project is intended to complement other recently approved mixed-use projects that neighbor the site. The project will have an interesting variety of forms, materials, colors and details that are coordinated to create an inviting and dynamic focal point for the community.

Style
City Pointe will develop with a blend of architectural styles. The various styles, primarily contemporary in nature, will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose. An example of the project's architectural style is depicted on the attached architectural rendering of the Holiday Inn hotel, planned as the first phase of this project.

Required Features & Common Design Elements
All buildings, including office and commercial space constructed in later phases, located within the City Pointe project shall have the following features:

- Variations in roofline and form;
- Ground level arcades or other shaded areas;
- Use of vertical elements, projections of a change of wall planes by articulation to prevent large expanses of blank walls;
- A clear distinction between roof, body and base of the building;
- Use of protected and recessed entries clearly identified and emphasized by architectural detailing and specimen landscaping;
- Inclusion of shaded windows, varied shapes, and accent mullions on elevations facing streets and pedestrian areas;
- A complementary mixture of exterior finish materials;
- Four sided architecture; and
- Internalized downspouts

Building Mass
The visual impact of buildings is not only determined by their size but also by the proportional relationship of the building's height, width and length. Therefore, buildings within City Pointe shall be designed with proportions that are appropriate for the building itself and for the building's relationship with other structures in the project. The common design elements of wall articulation, window details, vertical elements and variations in roofline will all contribute to a visual reduction in building mass.

Building Materials
Buildings within City Pointe shall be constructed of first-quality, commercial grade materials. The creative blending of appropriate materials to complement and accent the overall architecture is required. The innovated use of construction detailing should enhance the material selections and their interplay. Contemporary metalwork such as stainless steel, fabricated iron work and perforated metal screens as limited accents is encouraged but such materials shall not be used for screening purposes. Approved primary building materials include but are not limited to concrete masonry units with integral color or exposed aggregate installed with architectural relief, stucco, plaster, and concrete if the building is highlighted with architectural features. Materials that are specifically prohibited include wood (except for limited amounts of trim), exposed plain concrete block, and pre-engineered metal buildings. Final building material selections will be reviewed and approved with the Master Site Plan.

Color Palette
The City Pointe color palette shall consist of non-reflective, neutral desert or earth tones. Accent colors found in the surrounding agricultural areas and native desert locations should be used freely to provide design interest and diversity. All colors and color combinations shall be reviewed and approved by the City of Avondale prior to construction. Bright or intense primary and secondary colors are specifically prohibited except for limited use as accents. Final building color palette will be reviewed and approved with the Master Site Plan.

Enhanced Design Standards
The required features and common design elements proposed for City Pointe are intended to guide development of the project so that at build-out the entire project will be an attractive, high quality mixed use center. City Pointe will be a vibrant and active focal point befitting of its location at the gateway entry into the City of Avondale. The project team and City staff will have several opportunities to guide the implementation of project design standards during the municipal approval process. The project's high design expectations will be further bolstered by the establishment of a property owner's architectural review committee that will review and approve projects subsequent to the first phase.

Site Design Criteria

It is anticipated that City Pointe will develop over several phases in an urban campus style. Buildings shall be connected with pedestrian walkways and limited vehicular circulation, through the center of the site. In the urban campus setting placement of individual buildings will be import both for functional objectives as well as for attaining a sense of an integrated whole. The first phase of the project will be developed at the site's western end to set the tone for the development of the balance of the site. A water feature, sculpture or special landscape plantings will be provided as a focal point of the first phase of the project. Preservation of a view corridor from Avondale Boulevard to the first-phase focal point will be an important consideration during design and development of future phases of the project.

Building Orientation

Hospitality Area I buildings will face Avondale Boulevard and the proposed Phase I focal point. Mixed Use Office Park Area II buildings will face internal pedestrian areas to accentuate and define a view corridor towards the Phase I focal point. Commercial Center Area III buildings will face Avondale Boulevard framing the view to the internal pedestrian area.

Parking

Parking shall be provided per Section 804 of the Avondale Zoning Ordinance ("Required Parking Schedule") except for those uses as specified below:

Hotels	1 space per 1 rental room
Restaurant/Bar within Hotel*	1 space per 200 square feet
Banquet/Meeting Rooms within Hotel	1 space per 300 square feet

*Additional parking is not required for a hotel restaurant/bar if it is completely internal to the hotel (no separate entry) and has no signage on the exterior of the building.

The size of all parking spaces, driveways, parking lot islands and other improvements in the parking areas shall conform to the Avondale Zoning Ordinance. For all parking lots directly adjacent and visible from Avondale Boulevard, a minimum of 15% of the total parking lot area shall be landscaped.

Parking structures are allowed. Said parking structures shall be designed to be architecturally compatible with the buildings including, but not limited to, the use of similar colors, materials, and architectural features.

Canopy or shade type parking structures are allowed. Parking canopies shall not exceed 12 cars in length. No canopies shall be installed in front of buildings or along street frontages. The design of the canopies shall be upgraded through the use of fascia skirts or upgraded details compatible with building architecture and columns painted to match the buildings. Under canopy lighting shall be screened to limit visual distraction from the surrounding environment. Canopies shall be cantilever-type.

Special paving treatment shall be provided at site entrances into parking lots.

Landscaping, Pedestrian Open Space and Amenities

The landscape theme for City Pointe will accentuate desert trees, shrubs and ground covers. Accent plantings will be utilized to identify site access points, pedestrian ways and seating areas. All plant materials will be appropriately irrigated and maintained. A specific palette of plant materials will be provided for review and approval in the master site plan application. Internal drives will incorporate a common tree/landscape theme to tie all phases of development together and ensure a continuity of development. The use of the City of Avondale street tree theme of Southern Live Oaks along the Avondale Boulevard frontage is required.

An important part of developing a cohesive urban campus setting for the project will be the provision of adequate pedestrian open space. To be useable year round the majority of public open spaces should be shaded, either by landscaping, structures, or a combination thereof. These shaded pedestrian areas will link the varying on-site land uses and offer convenient and inviting opportunities for informal gatherings and interaction among users of the site. Amenities to be provided in the pedestrian open space areas may include various forms of seating, small tables; water features, drinking fountains, public art, and focal landscape plantings.

Signs

The Comprehensive Sign Program included with the PAD Application is conceptual. The sign guidelines for City Pointe have been designed to ensure continuity within the development while allowing individual projects to maintain their own architectural uniqueness. The intent; however, is to ensure that sign materials and finishes are integrated with the balance of the site.

A complete sign package will be submitted to the City of Avondale for review in conjunction with each Final Site Plan Review within each PAD area. Signage for this project is very important and will be unique for each of the proposed land use needs.

The sign package for City Pointe has been designed with an awareness of the surrounding community, including other mixed-use projects in the area, the proximity to the I-10 and within the freeway corridor. All signage elements are designed with complementary architectural elements including forms, massing, colors, materials and finishes that complement the building architectural theme of the development.

Variations to the City Sign Ordinance as provided in the Comprehensive Sign program allow for the adequate identification of the development due to the size of the overall development and the increased setback from Avondale Boulevard of 40 feet and the increased setback of 20 feet from all other streets.

Sign Type Quantity and Size

TYPE	QTY	AREA SF	HEIGHT F
Center Identification	2	9	9
Pad Tennant Identification	1	95	16
Multi-Tenant Monument	4	48	10
Pad Building Wall Storefront	1 per wall	2/lineal foot	4 (letters)
Pad Building Wall Other	1 per wall	1/lineal foot	4 (letters)
Shop Building Wall	1 per wall	200	2 (letters)
Window Graphics	1	(name address hours)	.33 Max
Rear Service Entrance	1	1.5	1
Arcade	1	Less than 8	
Directional Signage Per Code			
Fire Signage Per code			

Infrastructure

Circulation

Avondale Boulevard, a fully developed major arterial roadway, will provide general vehicular access to the site. Corporate Drive, a major collector street, will be developed along the site's south property line and minor collector streets will be developed along the site's west and north property lines. Full turning movements will be provided from Avondale Boulevard to the planned Corporate Drive with a signalized intersection. Access from Avondale Boulevard to the proposed local collector street on the sites north property line will allow right-in, right-out, and left-in from north bound Avondale Boulevard.

It is anticipated that the primary vehicular entrances to the site will be from the new east/west streets along the north and south property lines. These east west streets will provide full access by all tuning movements at the two locations shown on the *Access & Circulation Plan* included in this application. Secondary vehicular entrances may be located along the Avondale Boulevard frontage and / or the new minor collector street to be developed along the site's west property line. The backbone of the internal vehicular circulation system is depicted in the *Access & Circulation Plan*. Additional vehicular circulation internal to the site will be determined as tenants / end users of the site are identified.

Pedestrians will access the site from public sidewalks around the perimeter of the site connecting with the internal walkways as shown on the *Access & Circulation Plan*. An important part of developing a cohesive urban campus setting for the project will be the provision of adequate pedestrian open space and walkways. The shaded pedestrian walkways adjacent to the internal private streets will link the varying on-site land uses.

The one-acre parcel that fronts on Avondale Boulevard that is an exception to this application may, in the future, be integrated into the City Pointe project through the use of cross-access and parking easements.

Utilities

Water service for the project will be provided by an existing 16-inch water line located within the western right-of-way of Avondale Boulevard. A looped water main system will be extended from two existing 8-inch taps in the existing water main to the buildings within the project. This looped system will provide both domestic and fire protection water service to the project.

Sanitary sewer service for the project will be provided by an existing 8-inch tap in a sewer main located within the western right-of-way of Avondale Boulevard. New sewer laterals will be extended to buildings within the project.

Electric power will be provided by Arizona Public Service from existing aerial powerlines located along Avondale Boulevard. All on-site powerlines will be located underground.

Grading and Drainage

The surface of the site slopes gently downward to the southwest at an approximate gradient of less than one percent. Stormwater runoff from the site and adjacent half-streets will be collected and retained in a combination of above ground retention basins and underground storage structures.

The Hospitality Area I will provide retention to accommodate on site and off-site runoff for the area of Area I during the first phase of construction. The remaining sites will share temporary retention basins until the permanent basins and/or underground structures are approved and installed in subsequent development phases.

Required Off-Site Improvements
Right-of-way dedications and corresponding half street improvements will be required along the site's north, south and west property lines. A traffic signal is anticipated to be required at the future intersection of Avondale Boulevard and Corporate Drive. This project will share in a portion of the traffic signals cost.

Phasing of Improvements
It is anticipated that the ½ streets improvements, including landscaping along the full length of the new streets, and deceleration lanes as required, will be constructed with development of the first phase of the project (i.e. the first hotel and sit-down restaurant). The traffic signal will be installed at such time as the signal is warranted based on actual traffic volumes and/or as directed by the City of Avondale.

Ownership and Maintenance

The site is presently owned by Byrd Enterprises of Arizona, Inc. Byrd Enterprises intends to retain ownership of at least the Hospitality Area I of the project. Remaining portions of the project will be either sold or leased to individual end users.

In order to maintain the continued high project quality and assure adequate maintenance and upkeep, a set of Covenants, Conditions and Restrictions ("CC&Rs") will be established and recorded on title to the site. Among other things, the CC&Rs will require the establishment of an owner's association who in turn will be charged with establishing an Architectural Review Committee to review all future development and renovation activities on the site. The CC&Rs will also establish a cost sharing arrangement for future common area site improvements and the maintenance of all common area facilities and amenities. Finally, the CC&Rs will establish cross access and parking easements to insure that the entire site functions as an integrated whole.

Master Development Plan and Site Plan Review

A Master Site Plan is required for each PAD area within City Pointe. Each Master Site Plan shall include harmonious architectural themes, building materials and colors, internal circulation, parking lot configurations, signage, landscape theme and maximum building footprints. All Master Site Plans shall be reviewed by the Planning Commission and approved by the City Council. The master site plan submittal area for phase one of City Pointe development is 7.78 acres. The minimum size of future master site plan area submittals shall be 7.78 Acres.

As users are identified within each PAD area, the Master Site Plan may need to be amended or updated to illustrate changes within the area and other factors. Areas submitted in one Master Site Plan may also be amended by inclusion in a subsequent Master Site Plan submittal. Changes that increase traffic, significantly change building square footage, building orientation or footprints, have impact on adjacent users or include changes that alter the character of the Master Site Plan, including changes to approved building architecture or materials will be considered Major Amendments to the Master Site Plan. Major Amendments shall be reviewed by the Planning Commission and approved by the City Council. All other changes will be considered Minor Amendments and shall be reviewed and approved administratively.

Following approval of a Master Site Plan, individual final site plans may be submitted for administrative review and approval for each building within the PAD area. All individual site plans shall be in substantial conformity with the Master Site Plan.

City Pointe
Avondale, Arizona
12-28-05

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ORDINANCE NO. 1176-306

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 18.14 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF AVONDALE BOULEVARD AND CORPORATE DRIVE AS SHOWN IN FILENAME Z-05-20, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 16, 2006, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on March 20, 2006.

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

SECTION 1. That ± 18.14 acres of real property located at the northwest corner of Avondale Boulevard and Corporate Drive as shown in filename Z-05-20 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the City Pointe development plan and narrative dated February 6, 2006, except as modified by these stipulations.

2. The required development standards shall be as shown in the City Pointe narrative request dated February 6, 2006, except as modified by these stipulations.

3. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.

4. The developer will allocate any SRP surface water rights or any other surface water rights to the City prior to recordation of the final plat.

5. The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment rules prior to recordation of the final plat.

6. Perimeter street improvements along Avondale Boulevard, Corporate Drive, 117th Avenue, and the new public street along the northern boundary of the property shall be constructed with the first phase of development.

7. The developer shall be responsible for 25% of the cost of a traffic signal at the intersection of Avondale Boulevard and Corporate Drive as determined by the City Engineer.

8. Street improvements shall be required as follows, as determined by the City Engineer:

Street	*Required ROW Width*	*Required Improvements*
Avondale Boulevard	65' (half-street)	Detached sidewalk and landscaping. Deceleration lanes if deemed necessary by City Engineer at the time of master site plan approval
Corporate Drive	40' (half-street)	Paving, curb, gutter, sidewalks, street lights, landscaping.
117th Avenue	30' (half-street)	Paving, curb, gutter, sidewalks, street lights, landscaping.
Collector Street	30' (half-street)	Paving, curb, gutter, sidewalks, street lights, landscaping.

9. The required half-width street right-of way shall be dedicated at the time of final plat, approval as determined by the City Engineer.

10. Street improvements shall comply with the recommendations outlined in the City Pointe Traffic Impact Study dated January 20, 2006.

11. A final plat shall be approved by the City Council and recorded prior to the issuance of the first building permit.

12. A cross-access easement shall be provided between the subject property and the one-acre exception parcel to the east. The exact location of the cross-access easement shall be determined at the time of Master Site Plan approval for the Mixed Use Commercial area.

13. All proposed buildings, including those of franchise users, shall substantially conform to the architectural character and design criteria defined in the PAD narrative dated February 6, 2006.

14. Restaurants with drive-thru or drive-in facilities shall be prohibited.

15. Coffee shops with drive-thru facilities shall require a Conditional Use Permit.

16. The developer shall provide at least one (1) pedestrian refuge area and outdoor plaza per building. Pedestrian refuge areas shall consist of a minimum of 50 square feet, one (1) seating bench, two (2) trees, and six (6) shrubs. Shade canopies may be provided in lieu of trees. Each area shall be separate and distinct.

17. The developer shall provide at least one (1) outdoor plaza our courtyard per lot. Each plaza or courtyard shall be a minimum of 500 square feet. Plazas and courtyards shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, on-site furniture and shade coverage.

18. Parking canopy lights shall be fully screened.

19. The hotel elevations and site layout included in the PAD narrative are provided as an illustration of potential concept only and is not approved with the zoning. The hotel elevations and site layout shall be reviewed and approved at the time of master site plan approval.

20. Air conditioning units for the hotels shall be in-wall units and screened or camouflaged as determined at the time of master site plan approval. Window air conditioning units are prohibited.

21. A Master Site Plan for the "Mixed Use Commercial Area" shall be submitted for City Council review and approval prior to or concurrent with the first Individual Site Plan for development of the Mixed Use Commercial area. Individual Site Plans shall be approved administratively once the Master Site Plan has been approved.

22. A Master Internal Circulation Plan for the "Mixed Use Commercial Area" shall be submitted for staff review and approval prior to approval of the Master Site Plan for development of the Mixed Use Commercial area.

23. Signs shall conform to the City Pointe Comprehensive Sign Program date stamped February 6, 2006, except as follows:

    a. The final design of all freestanding signs shall be determined at the time of Master Site Plan approval.
    b. The sign area for pad building wall signs shall be 1 square foot of sign area per linear foot of building frontage for the front elevation and ½ square foot of sign area per linear foot of building frontage for additional elevations.
    c. The proposed standards for shop building wall signs shall apply to all multi-tenant buildings, including retail shop and office buildings.
    d. The height of the multi-tenant identification sign on Avondale Boulevard shall be 10 feet.

24. Multi-story office buildings shall be developed in the mixed use commercial area as determined at the time of master site plan review.

SECTION 2. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 20, 2006.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

638112.2

EXHIBIT A
TO
ORDINANCE NO. 1176-306

[Legal description and map of the Property]

See following pages.

EXHIBIT A
TO
ORDINANCE NO. 1176-306

[Legal description and map of the Property]

See following pages.

Legal Description For The Hospitality Area Of
City Pointe

Commencing from a found brass cap in hand hole at the East Quarter Corner of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Thence S 00^02'19" E a distance of 682.48' along the east line of said section 1, also being the centerline of 115th Ave., also known as Avondale Boulevard; Thence N 89^53'20" W a distance of 810.61 feet to the True Point Of Beginning.

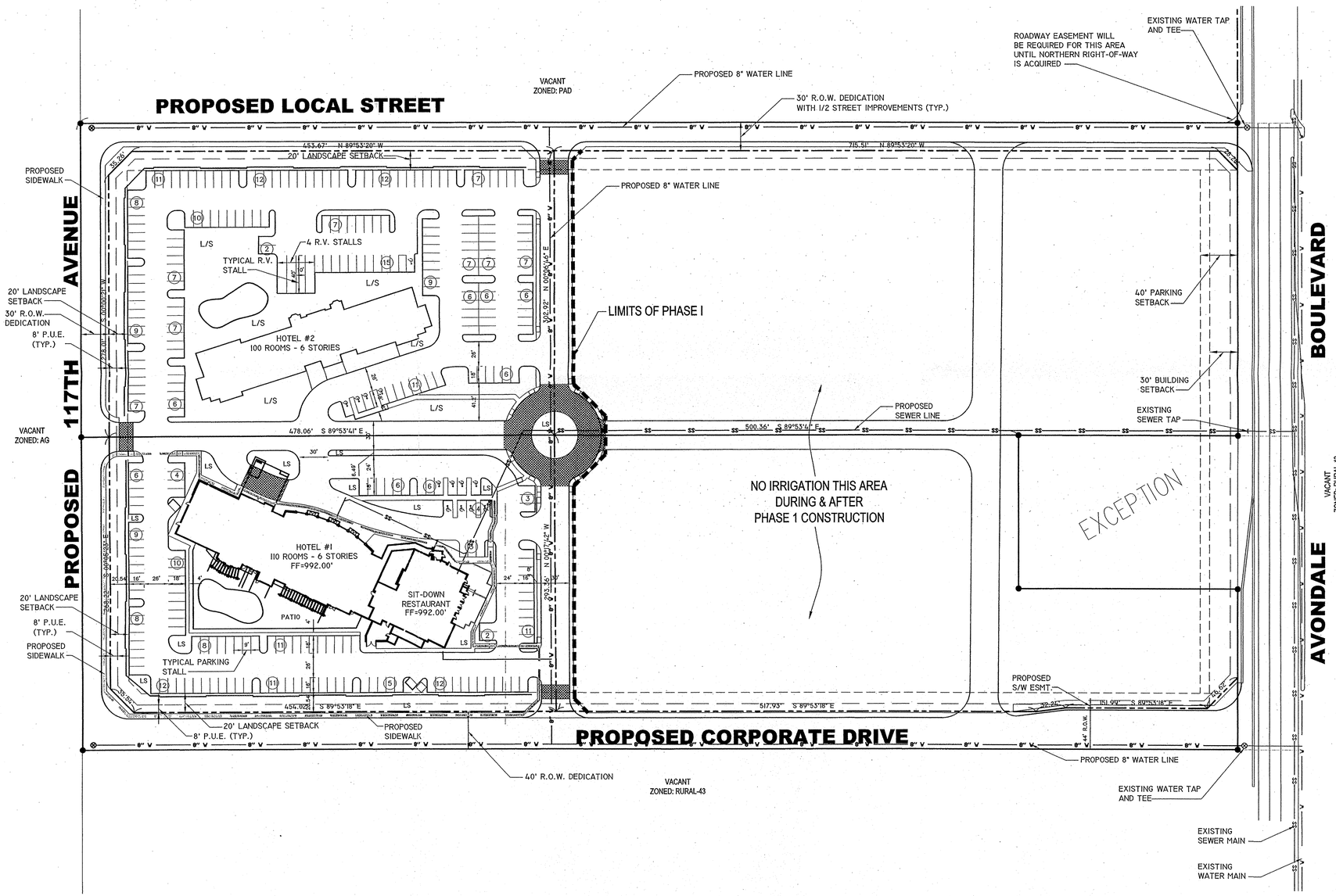
Thence S 00^06'46" W a distance of 332.92 feet;
Thence S 00^14'46" E a distance of 333.36 feet;
Thence N 89^53'18" W a distance of 508.97 feet;
Thence N 00^05'23" W a distance of 333.30 feet
Thence N 00^00'21" E a distance of 332.97 feet;
Thence S 89^53'20" E a distance of 508.68 feet to the True Point Of Beginning, containing approximately 338,803 square feet or 7.7778 acres.

Legal Description For The Mixed Use Commercial Area Of City Pointe

Commencing from a found brass cap in hand hole at the East Quarter Corner of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Thence S 00^02'19" E a distance of 682.48 feet along the east line of said section 1, also being the centerline of 115th Ave., also known as Avondale Boulevard; Thence N 89^53'20" W a distance of 65.00 feet to the True Point Of Beginning.

Thence S 00^02'08" E a distance of 332.92 feet;
Thence N 89^52'34" W a distance of 235.94 feet;
Thence S 00^02'32" E a distance of 162.75 feet;
Thence S 89^54'34" E a distance of 235.85 feet;
Thence S 00^03'03" E a distance of 170.75 feet;
Thence N 89^53'18" W a distance of 735.05 feet;
Thence N 00^3'42" W a distance of 333.36 feet;
Thence N 00^04'20" E a distance of 332.92 feet;
Thence S 89^53'20" E a distance of 735.44 feet to the True Point Of Beginning, containing approximately 451,798 square feet or 10.3719 acres.



SITE DATA

ZONING:

EXISTING: AG
PROPOSED: PAD

SITE AREA:

GROSS SITE AREA:	APPROX.	790,601 SQ. FT. / 18.14 ACRES
R.O.W. DEDICATION:	APPROX.	107,149 SQ. FT. / 2.46 ACRES
NET SITE AREA:	APPROX.	683,452 SQ. FT. / 15.68 ACRES
HOTEL #1 SITE:		
HOTEL #1 GROSS AREA:	APPROX.	169,543.29 SQ. FT. / 3.89 ACRES
HOTEL #1 R.O.W. DEDICATION:	APPROX.	29,475.35 SQ. FT. / 0.68 ACRES
HOTEL #1 NET AREA:	APPROX.	140,067.94 SQ. FT. / 3.21 ACRES
HOTEL #2 SITE:		
HOTEL #2 GROSS AREA:	APPROX.	169,259.55 SQ. FT. / 3.88 ACRES
HOTEL #2 R.O.W. DEDICATION:	APPROX.	24,660.05 SQ. FT. / 0.57 ACRES
HOTEL #2 NET AREA:	APPROX.	144,599.5 SQ. FT. / 3.31 ACRES
NET PHASE I ON-SITE AREA:	APPROX.	198,544 SQ. FT. / 4.55 ACRES

PARKING:

REQUIRED PARKING:	
HOTEL I:	
110 ROOMS (1 SPACE PER ROOM)	110
CONVENTION AREA 5,000 S.F. (1 SPACE PER 300 S.F.)	17
RESTAURANT 7,656 S.F. (1 SPACE PER 200 S.F.)	40
TOTAL SPACES REQUIRED:	167
HOTEL 2:	
100 ROOMS (1 SPACE PER ROOM)	100
TOTAL SPACES REQUIRED:	100
PROVIDED PARKING:	
HOTEL I:	168
HOTEL 2:	149

GENERAL PROJECT INFORMATION

HOTEL AND RESTAURANT FOOTPRINT:	24,868 S.F.
PERCENT OF BUILDING COVERAGE:	17.7%

PHASE I OF THIS DEVELOPMENT INCLUDES ALL HALF STREET IMPROVEMENTS AND PERIMETER LANDSCAPING

NORTH
L.E.A.D.S.

0 30' 60' 120' 180'
GRAPHIC SCALE

THIS DRAWING IS A PRELIMINARY EXHIBIT ONLY AND IS NOT SUITABLE FOR CONSTRUCTION

L·E·A·D·S®
Land Entitlement And Development Services, Inc.
2400 N. Central Avenue, Suite 203
Phoenix, Arizona 85004
602.254.2600 Phone 602.254.1700 Fax
E-mail: Leads-az@LEADSinc.com

SEAL:

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CITY POINTE

Avondale Blvd. South of I-10
Avondale, AZ

Two working days before you dig CALL FOR THE BLUE STAKES
1-800-STAKE-IT
Blue Stake Center 1-800-782-5348

REVISIONS:
11-28-05 CITY SUBMITTAL
1-20-06 PAD RE-SUBMITTAL
1-31-06 PAD RE-SUBMITTAL
2-28-06 MASTER S.P. RE-SUBMITTAL

CHECKED BY: R.Lloyd
DRAWING BY: B.Bauer
DATE: 10/06/05
JOB NUMBER: BE01
TITLE: MASTER SITE PLAN-PHASE I
SHEET NUMBER: C-2
2 OF 2
COMMENTS:

TSPAHLE 03/01/06 - 03:10pm TAB: MASTER SITE PLAN
S:\CLIENT PROJECT FILES\BYRD ENTERPRISES\BYRD CAD FILES\BE01-AVONDALE ROOSEVELT\DWG\BE01-S12.DWG

3. Z-08-16: This is a public hearing before the Planning Commission to review and solicit public input on application Z-08-16, a request by the City of Avondale to revert the zoning of approximately 18.14 acres of property located at the northwest corner of Avondale Blvd. and Corporate Drive alignment from PAD (Planned Area Development) to AG (Agricultural). Staff Contact: Jennifer Fostino

Jennifer Fostino, Zoning Specialist, stated this is a request to revert the zoning on approximately 18.14 acres from PAD (Planned Area Development) to AG (Agricultural). The subject property is located at the northwest corner of Avondale Blvd. and the Corporate Drive alignment. The General Plan identifies the subject property as Freeway Commercial. The Avondale City Center Specific Plan designates the property as Employment Mixed Use. The zoning to the east consists of an undeveloped County parcel. To the north is an undeveloped PAD known as Summit at Avondale. To the south is an undeveloped PAD known as Avondale Town Center. To the west is undeveloped agricultural.

The approved development plan consists of Hospitality and Mixed Use Commercial. The property was annexed in 1978 and was rezoned to PAD on March 20, 2006. A site plan was approved on July 17, 2006 and expired on July 17, 2007. The PAD expired on March 20, 2008. The City Council initiated the reversion process on December 8, 2008.

Staff recommends approval with no stipulations.

Chairperson Iwanski invited questions.

Vice Chair Demlong asked if this property was the one with a beautiful hotel in the back with nice commercial, boutiques and gift shops in the front. Ms. Fostino replied she was not on staff at that time, but she did know that two hotels were supposed to be in the back of the property. Vice Chair Demlong stated he was sorry to see the project go.

Commissioner Amos asked if the property owner had been in contact with the City. Ms. Fostino replied she had no contact whatsoever from anyone regarding this property.

Chairperson Iwanski asked Ms. Stevens if she had had any contact with the property owner. Tracy Stevens, Planning Manager, Development Services Department, replied that she had no contact with the property owner.

Vice Chair Demlong asked if the property owners were notified by certified mail that their zoning was reverting, which Ms. Fostino confirmed.

Chairperson Iwanski invited further questions, and hearing none, opened Item Z-08-16 for public hearing. There were no requests to speak and Chairperson Iwanski closed the public hearing.

Chairperson Iwanski entertained a motion.

Commissioner Amos moved that the Planning Commission accept the findings and recommend approval of application Z-08-16, a request to revert the zoning from PAD (Planned Area Development) to AG (Agricultural). Vice Chair Demlong seconded the motion.

Chairperson Iwanski invited further discussion.

Commissioner Lageschulte stated he thinks extensions should be granted to developers on a case-by-case basis. In this case, it does not sound like the property owner cares if the zoning reverts.

Chairperson Iwanski called for a roll call vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Commissioner Scanlon	Aye
Commissioner Cotera	Excused
Commissioner Webster	Aye
Commissioner Amos	Aye

The motion passed unanimously.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1358-309 - Zoning Reversion (Z-08-13)

MEETING DATE:
March 9, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

REQUEST: Revert zoning from Planned Area Development (PAD) Zoning District to Single Family Residential (R1-6) Zoning District.

PARCEL SIZE: Approximately 7.5 acres

LOCATION: West of the southwest corner of El Mirage Road and Buckeye Road.

APPLICANT: City of Avondale

OWNER: Habers Avondale LLC

BACKGROUND:

The subject property was annexed into the City on June 28, 1976. The General Plan identifies the subject property as Medium Density Residential. The City Council approved a rezoning from R1-6 (Single Family Residential) to PAD (Planned Area Development) with C-2 (Community Commercial) uses on April 17, 2000.

SUMMARY OF REQUEST:

This is a request to amend the zoning map to revert the zoning classification from PAD back to the original zoning, R1-6. The City of Avondale Zoning Ordinance, Section 6, Planned Area Development, states that a PAD is required to commence development within two years of the date of the amendment approval or the zoning will become null and void. Thereafter, the City Council shall initiate an amendment to the zoning map to revert the zoning classification to its prior designation.

PARTICIPATION:

The applicant invited property owners and other interested parties to neighborhood meetings held on December 3, 2008, and January 6, 2009. Three property owners attended the meeting on December 3, 2008. Two property owners and one interest party attended the January 6, 2009, meeting.

The Planning Division has received numerous phone calls, but has not received any opposition in reference to the proposed reversion.

A notice was published in the West Valley View on November 18, 2008 and December 16, 2008. The property was posted on November 16, 2008 and December 15, 2008. Letters were sent to 90 property owners on November 16, 2008 and December 15, 2008.

A notice of the Planning Commission hearing was published in the West Valley View on February 3, 2009. The posting on the property was updated on February 3, 2009. Letters were mailed out to the

90 property owners on February 3, 2009. No comments have been received to date.

A notice of the City Council hearing was published in the West Valley View on February 17, 2009. The posting on the property was updated on February 17, 2009. Letters were mailed out to the 90 property owners on February 17, 2009. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on February 19, 2009, and voted 6-0 to recommend **APPROVAL** of this request.

ANALYSIS:

- Development of the first development unit shall commence within two years of the date upon which the PAD District amendment was approved. Failure to commence development within the time limits shall cause the PAD District classification to become null and void. Thereafter, the City Council shall initiate an amendment to the zoning map to revert the zoning classification to its prior designation. The PAD District classification for the subject property became null and void on April 17, 2002.
- The purpose of expiration and reversion is to ensure that developments remain consistent with current standards and expectations of the City.
- To date, no application for site plan has been made by the developer. No plans have been approved; no permits have been issued for the property.
- There is an active application for a new PAD; however this reversion will not affect the current application.
- The R1-6 (Single Family Residential) Zoning District complies with the General Plan designation of Medium Density Residential.
- The reversion will not preclude the property owner from seeking to rezone the property again in the future.
- Thus far, this project has not satisfied its requirements and therefore needs to be reclassified to its prior designation.

FINDINGS:

1. The proposed zoning meets the General Plan Land Use of Medium Density Residential for this site.
2. No development has occurred on the property between April 17, 2000, and the present.
3. The PAD zoning is null and void.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance APPROVING application Z-08-13 with no stipulations.

PROPOSED MOTION:

I move that the City Council accept the findings and A**DOPT** the Ordinance approving application Z-08-13, a request to revert zoning from Planned Area Development (PAD) to Single Family Residential) (R1-6).

ATTACHMENTS:

Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Map
- Exhibit C - Summary of Facts
- Exhibit D - General Plan Land Use Map
- Exhibit E - PAD and Development Plan for Coldwater Investment
- Exhibit F - Ordinance 730-00
- Exhibit G - Excerpt of the Planning Commission Draft Minutes

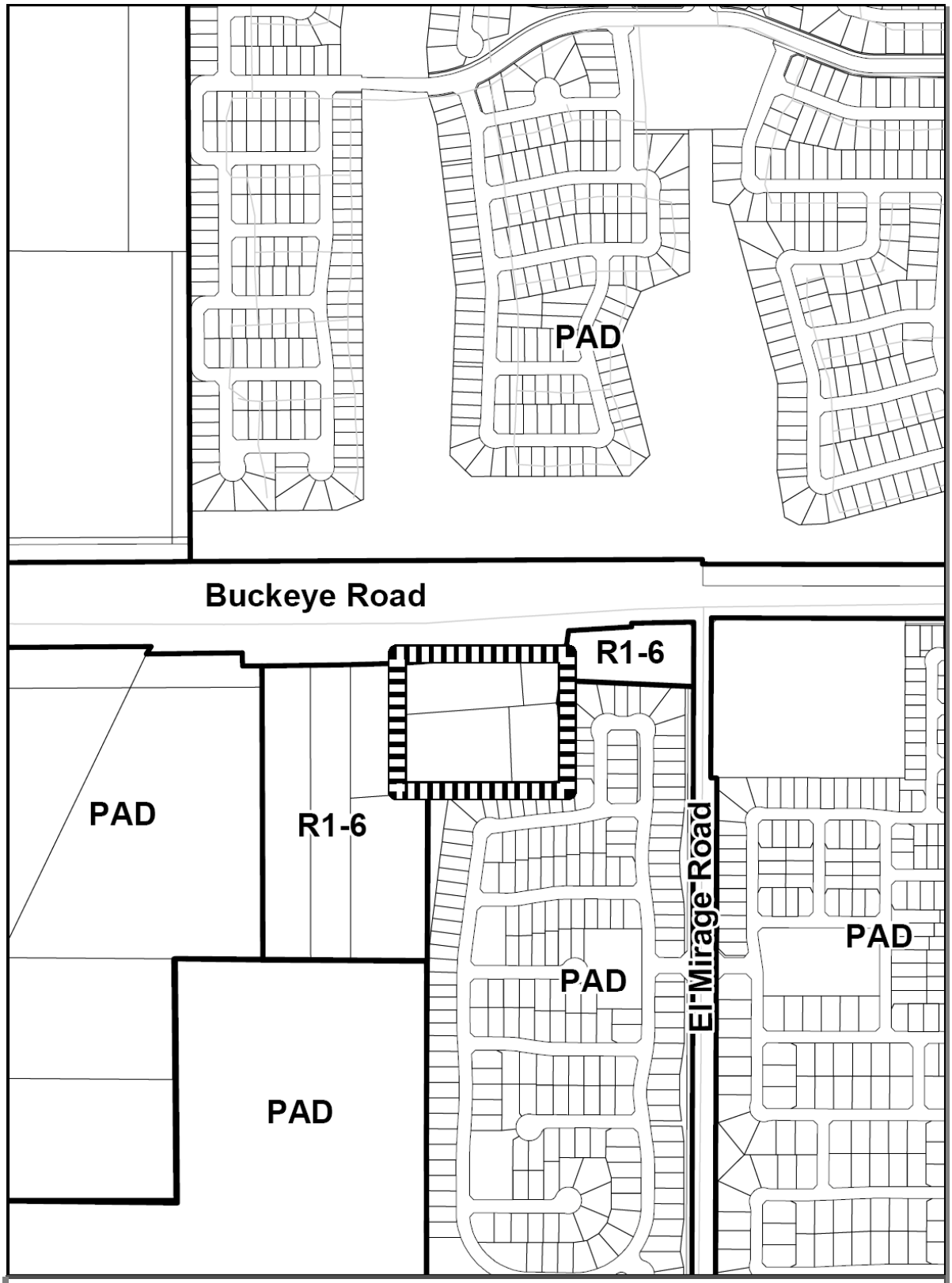
Ordinance 1358-309

FULL SIZE COPIES (Council Only):

NONE

PROJECT MANAGER:

Jennifer Fostino, Zoning Specialist 623-333-4022



2008 Zoning Vicinity Map

Subject Property

2008 Aerial Photograph

Subject Property

SUMMARY OF RELATED FACTS

APPLICATION Z-08-13

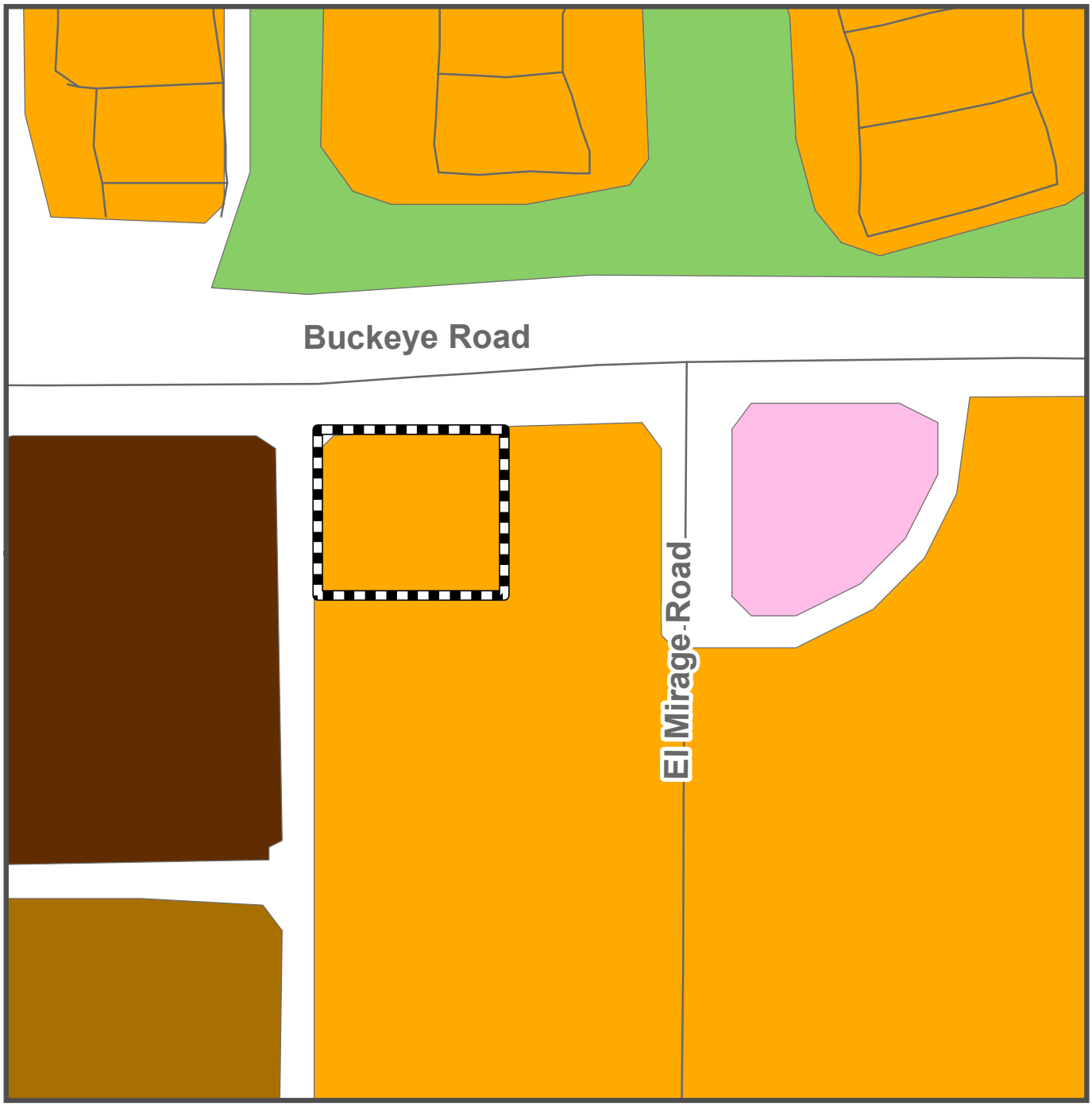
THE PROPERTY	
PARCEL SIZE	7.5 acres
LOCATION	West of the southwest corner of El Mirage Road and Buckeye Road
PHYSICAL CHARACTERISTICS	Rectangular and relatively level surface
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD (Planned Area Development)
ZONING HISTORY	Annexed 6/28/1976– Rezoned from R1-6 (Single Family Residential) to PAD 4/17/2000
DEVELOPMENT AGREEMENT	There is not a development agreement.

SURROUNDING ZONING AND LAND USE	
NORTH	PAD – Coldwater Springs
EAST	R1-6 – Gas Station; PAD – Diamond Ridge Place
SOUTH	PAD – Diamond Ridge Place
WEST	R1-6 – Tank Farm
GENERAL PLAN	
The subject property is designated as Medium Density Residential on the General Plan Land Use Map..	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Country Place Elementary School (K-8)
HIGH SCHOOL	La Joya Community High School

STREETS	
Buckeye Road	
Classification	Arterial
Existing half street ROW	34 feet
Standard half street ROW	65 feet
Existing half street improvements	Two traffic lane , ½ median, curb and gutter
Standard half street improvements	Three lanes plus half landscape median, bike lane, curb and gutter, detached sidewalk, right-of-way landscaping, street lights.

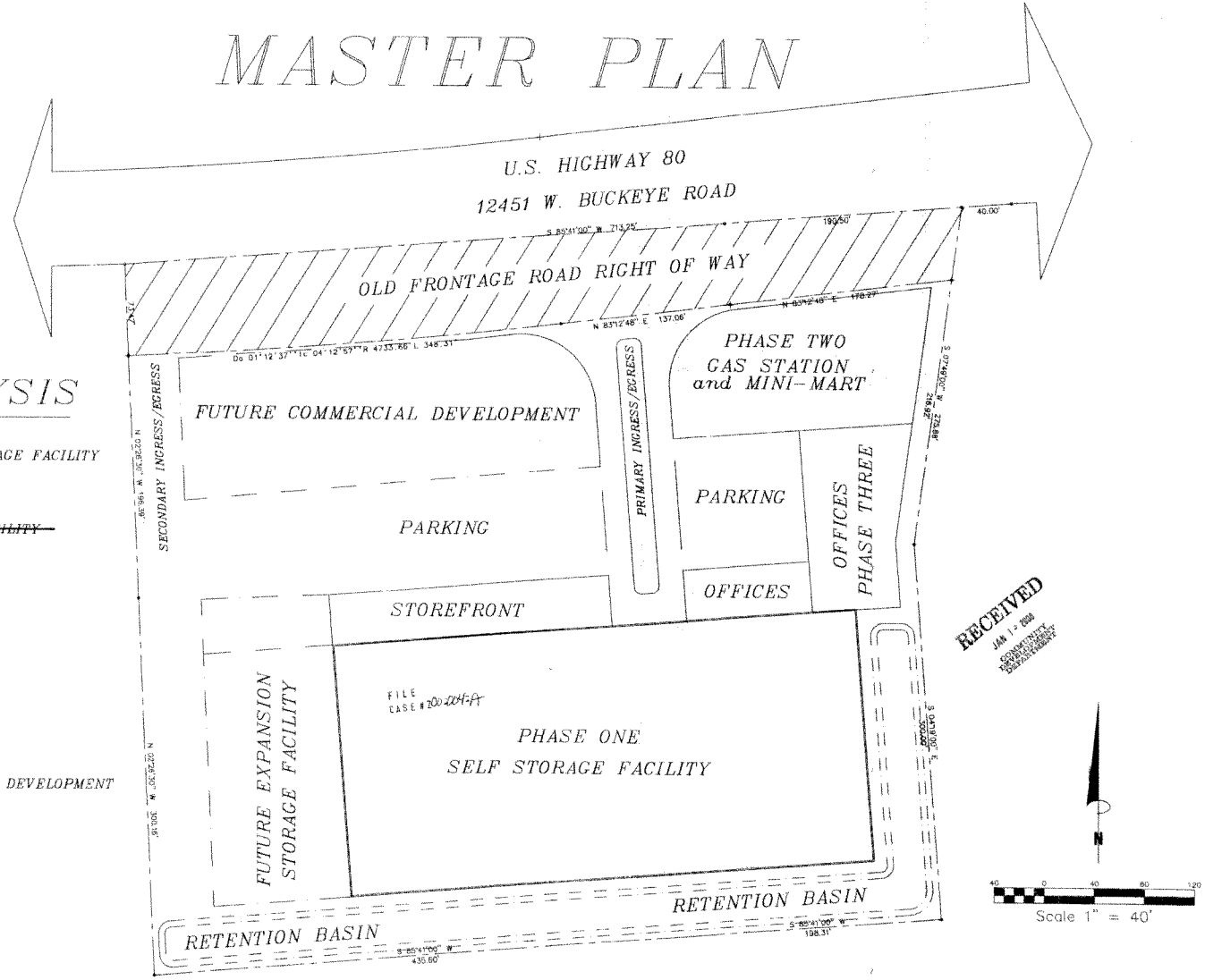
UTILITIES
There are not any existing water or sewer lines.



General Plan Land Use

- Parcel_Extended
- Commercial Corridor, Commercial Corridor
- Growth Area, Growth Area
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Subject Property

PHASED DEVELOPMENT PLAN
for COLDWATER INVESTMENT & DEVELOPMENT, L.L.C.
MASTER PLAN



RECEIVED
JAN 1 2 2000
COMMUNITY
DEVELOPMENT
DEPARTMENT

PLAN ANALYSIS

PHASE ONE
420'x 200' 2-Level SELF STORAGE FACILITY
RETENTION BASINS
STREET & SIGNAGE
~~*Plan requires temporary~~
~~Downsized AUTOWRECKING FACILITY~~

PHASE TWO
GAS STATION & MINI-MARKET

PHASE THREE
PROFESSIONAL OFFICES

PHASE FOUR
STOREFRONT/OFFICES

PHASE FIVE
FUTURE COMMERCIAL FRONTAGE DEVELOPMENT

PHASED DEVELOPMENT PLAN
COLDWATER INVESTMENT & DEVELOPMENT, L.L.C.
PROPOSED MASTER PLAN

MDA. Ltd.
ONE E. Camelback Road, Suite #550, Phoenix, Arizona 85012
TEL (602) 266-6665 • FAX (602) 942-1406

DRAWN BY: gm3
CHECKED BY: gm3
DATE:
December 3, 1999
REVISED:
REVISED:
REVISED:
REVISED:
REVISED:
REVISED:

SHEET
S-1
OF 2

ORDINANCE NO. 730-00

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF AVONDALE AND CHANGING THE ZONING DESIGNATION OF CERTAIN REAL PROPERTY FROM R1-6 (SINGLE-FAMILY RESIDENTIAL) TO C-2/PADD (COMMUNITY COMMERCIAL PLANNED AREA DEVELOPMENT DISTRICT) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, as follows:

SECTION 1. Pursuant to the application denominated Z00-004-A, the Zoning map of the City of Avondale is hereby amended subject to the conditions set forth herein to reflect that the real property described in Exhibit "A" attached hereto shall constitute a C-2/PADD (COMMUNITY COMMERCIAL PLANNED AREA DEVELOPMENT DISTRICT) as such district is defined in the Zoning Ordinance of the City of Avondale.

SECTION 2. The amendment to the Zoning Map referred to above is expressly conditioned on the following:

a. That the applicants combine site area under one legal description;

b. Prior to the issuance of any permits for development of the site, a final landscape plan be approved by the Avondale Community Development;

c. Prior to development of the site, improvement, grading, drainage and retention plans be approved by the Avondale Public Works Department;

d. Development and use of the site comply with fire hydrant placement and other fire protection as deemed necessary by Avondale Fire Department.

e. Exterior walls be built first.

PASSED AND ADOPTED by the Mayor and Council of the City

of Avondale, Arizona, this 17th of April, 2000.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

1. Z-08-13: This is a public hearing before the Planning Commission to review and solicit public input on application Z-08-13, a request by the City of Avondale to revert the zoning of approximately 7.5 acres of property located west of the southwest corner of El Mirage Road and Buckeye Road from PAD (Planned Area Development) to R1-6 (Single Family Residential). Staff Contact: Jennifer Fostino

Jennifer Fostino, Zoning Specialist, stated this is a request to revert zoning on approximately 7.5 acres from PAD (Planned Area Development) to R1-6 (Single Family Residential). The subject property is located west of the southwest corner of Buckeye Road and El Mirage Road. The General Plan identifies the subject property as Medium Density Residential. The property to the east is zoned R1-6 and PAD. A gas station resides on the R1-6 property and Diamond Ridge Place, a residential neighborhood, is on the PAD property. The property to the north is the Coldwater Springs PAD. The property to the south is the Diamond Ridge Place PAD. The property to the west is a tank farm and is zoned R1-6.

The approved development plan included five phases: Phase 1 - a self-storage unit. Phase 2 - a gas station and a mini mart. Phase 3 - professional offices. Phase 4 - storefront offices. Phase 5 - commercial. The property was annexed in 1976 and rezoned to PAD on April 17, 2000. The PAD zoning expired on April 17, 2002. To date, no application for a site plan has been made by the developer. No plans have been approved, no permits have been issued for the property, and a PAD extension has not been requested. The City Council initiated the reversion process on December 8, 2008.

Staff recommends approval with no stipulations.

Chairperson Iwanski invited questions.

Commissioner Amos asked if the City has been contacted by the property owner or their representatives, and has the property owner received notice that their PAD zoning is being reverted to R1-6. Ms. Fostino replied the City had received no contact from the property owner. The property owner of the tank farm did come to the neighborhood meeting and is happy that the zoning is reverting back to R1-6. She received a call from the property owner of the gas station who wanted to know how the zoning reversions would affect them.

Commissioner Amos asked if Ms. Fostino was referring to a proposed gas station since no gas station is present in the area. Ms. Fostino explained she had meant to say a swap meet and not a gas station.

Vice Chair Demlong asked for confirmation that this PAD has been expired for seven years, which Ms. Fostino confirmed.

Chairperson Iwanski asked if Staff knew why there has been no activity on the subject property. Ms. Fostino stated she only knew that the property had been sold a few times. A previous property owner was coming forward with an assistive living facility, but sold the property. She added that any property owner coming in would have to rezone.

Commissioner Webster asked why after so many years the City Council is digging up old PADs for reversion. Ms. Fostino stated she had no idea why the City Council has decided now is the time to initiate reversions of these PADs.

Commissioner Amos stated her theory is that in a slow economy, Staff and Council have time to do cleanup work.

Chairperson Iwanski asked how long the ordinance on the two year reversions of PAD zoning had been in effect. Ms. Fostino replied the ordinance on two year reversions of PAD zoning had been in place since 1990.

Chairperson Iwanski opened the public hearing for Item Z-08-13. There were no requests to speak.

Chairperson Iwanski invited further questions of Staff, and hearing none, closed the public hearing and invited a motion.

Commissioner Scanlon moved that the Planning Commission accept the findings and recommend approval of application Z-08-13, a request to revert zoning from PAD (Planned Area Development) to R1-6 (Single Family Residential). Commissioner Webster seconded the motion.

Chairperson Iwanski opened the floor for discussion.

Vice Chair Demlong stated he hates to make a developer or private property owner go through the process of rezoning if they are pretty far along in the development process. On the other hand, he sees great value to the two year reversion ordinance of PADs because the City is revising the City Center Plan and the General Plan, and having the PADs revert gives the City the opportunity to take a fresh approach to the zoning of those properties.

Chairperson Iwanski called for a roll call vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Commissioner Scanlon	Aye
Commissioner Cotera	Excused
Commissioner Webster	Aye

Commissioner Amos Aye

The motion passed unanimously.

ORDINANCE NO. 1358-309

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 7.5 ACRES LOCATED WEST OF THE SOUTHWEST CORNER OF EL MIRAGE ROAD AND BUCKEYE ROAD, AS SHOWN IN FILE NAME Z-08-13, REVERTING THE ZONING ON SUCH PROPERTY FROM COMMUNITY COMMERCIAL PLANNED AREA DEVELOPMENT DISTRICT (C-2/PADD) TO SINGLE FAMILY RESIDENTIAL (R1-6).

WHEREAS, the Council of the City of Avondale (the "City Council") approved Ordinance No. 730-00 on April 17, 2000, rezoning that certain ± 7.5 acre parcel of land located generally southwest of the intersection of Buckeye Road and El Mirage Road, as more particularly described and depicted on Exhibit A attached to Ordinance 730-00 and incorporated therein by reference (the "Subject Property") from R1-6 (single-family residential) to C-2/PADD (community commercial planned area development district) and imposing conditions upon such rezoning (the "Rezoning"); and

WHEREAS, the Rezoning was subject to Section 607 of the City of Avondale Zoning Ordinance (the "Zoning Ordinance"), which requires that the development of the first development unit on the Subject Property must have occurred prior to two years from the Rezoning approval date (the "Time Condition"); upon failure to meet the Time Condition the Rezoning (i) becomes null and void and (ii) is required to be reverted by the City Council; and

WHEREAS, the Time Condition upon the Rezoning has not been met and the City Council desires to comply with the provisions of Section 607 of the Zoning Ordinance by reverting the zoning on the Subject Property from C-2/PADD to R1-6; and

WHEREAS, the City Council desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04 to reflect the change in zoning on the Subject Property due to the Rezoning reversion; and

WHEREAS, all due and proper notices of public hearings on the intended Rezoning reversion and Zoning Atlas amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 19, 2009, on the Rezoning reversion and amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval of the Rezoning reversion and accompanying Zoning Atlas map amendment; and

WHEREAS, the City Council held a public hearing regarding the Rezoning reversion and amendment to the Zoning Atlas on March 9, 2009.

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

SECTION 1. That the zoning established on the Subject Property pursuant to Ordinance No. 730-00 is hereby reverted from C2/PADD to R1-6, as shown in filename Z-08-13 and the Zoning Atlas is hereby amended to reflect such changes in zoning.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 9, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Communication Towers for Water, Police and Traffic

MEETING DATE:
March 9, 2009

TO: Mayor and Council

FROM: Kevin Hinderleider, IT Director (623)333-5007

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending that the City Council approve contracts with Network Infrastructure Corporation and Insight to purchase equipment and services as well as implement three communication towers in the amount of $694,624; approve a transfer of funds; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Information Technology department, in conjunction with the Water Resources department, has worked over the past seven years establishing a wireless communications network which allows for high speed communication between well sites and physical buildings. The communications network passes information such as well site pump status, pump controls, security video, security access and allows for daily operations such as telephone communications, e-mail and file transfers.

Currently a total of 16 Water Resources sites (including lift stations) and nine buildings are utilizing the wireless network and four more are planned to be added in the 2009/2010 budget years. Much of the currnet wireless system, when initially installed, utilized an unlicensed frequency allowing for quick and inexpensive installations. As more growth in our area has occurred, the unlicensed frequencies have begun to fill up, causing interference on our radio communications network. Along with the increase in wireless devices in our community, the City of Avondale has also experienced challenges with new buildings that are above 35 feet tall. The standard communications pole that the city utilizes to mount their communication equipment upon has been set at 40 feet high. To continue utilizing our wireless communications infrastrucutre the city will need to upgrade the radio communications infrastructure and establish new towers to reach above the existing and proposed new development.

DISCUSSION:

To overcome the saturation of wireless communications in the unlicensed frequencies arena, Avondale is moving the major communication hub sites to a licensed frequency allowing Avondale exclusive rights to specific bandwidth frequencies in the wireless airspace. The licensed frequency permits Avondale to send and recieve wireless communications without interfering with other organizations as well as Avondale is provided with an interference free wireless frequency for which to pass communications through.

Along with the use of a new licensed microwave communications system, Avondale must also overcome the vertical rise of the new development in the region. The once adequate 40 foot towers are now being over shadowed by four and five story buildings and trees growing into the path of our point-to-point communication dishes.

Under the provisions of this plan, the city will establish three towers on the North, South and West sides of Avondale to provide adequate network coverage and provide for communication redundancy. The proposed locations are: Northside Booster Station, Waste Water Treatment Plant and Well 10 (behind Home Depot). The towers would be 100' tall by 48" wide at the base. Additionally, the existing tower at Fire Station 172 will be increased in height. Wireless communications at well sites and lift stations will be pointed toward one of the four towers avoiding signal interferance and new vertical development.

BUDGETARY IMPACT:

Funding for this project will require the transfer of $210,000 from the Sewer Operating Contingency Fund (item no. 503-9210-00-9900) to the Sewer CIP Fund (item no. 513-1254-00-8610 – SCADA Towers at WRF). Once this transfer is completed funding for this project will be available in the amount of $484,623 in the Water CIP, item no. 514-1254-00-8520 (SCADA Towers at CWS) and $210,000 in the Sewer CIP, item no. 513-1254-00-8610 (SCADA Towers at WRF), for a total project cost of $694,624. All equipment shall be purchased utilizing pre-bid MOHAVE or Arizona State Contracts. Tower quotes are attached and summarized as follows:

NIC	$367,617.00
NIC	$249,808.20
Insight	$77,198.42
Project Total:	$694,623.62

RECOMMENDATION:

Staff recommends that the City Council approve contracts with Network Infrastructure Corporation and Insight to purchase equipment and services as well as implement three communication towers in the amount of $694,624; approve a transfer of funds; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- NIC - Wireless Links
- NIC - Towers
- Insight - Network Equipment

City of Avondale

Scope of Work

Wireless Telecom System

Mohave Contract: 06F-NIC-0721

This Statement of Work (SOW) is made and entered into between Network Infrastructure Corporation (NIC), an Arizona corporation, with offices at 1131 W. Warner Rd., Suite 111, Tempe, AZ 85284 and City of Avondale (Customer). This SOW defines the services and deliverables that NIC shall provide to the Customer under the terms of the Agreement ("Services"). The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other Statements of Work, which may be executed and attached to this Agreement. Acceptance of this proposal is subject to the Mohave Contract Terms and Conditions.

The information contained in this Statement of Work is ***confidential and privileged***. It is intended to be reviewed only by the Organization named above. If you are not an authorized employee of the organization, you are hereby notified that any review, dissemination or copying of this Statement of Work is prohibited.

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Wireless Overview

NIC has been approached by City of Avondale to provide an estimate for a wireless telecom system to connect the following locations via FCC Licensed Microwave:

- Fire Station #172 – North Side Booster
- North Side Booster – 10St. Lift
- 10St. Lift - Waste Water
- Waste Water – Fire Station #173

NIC is recommending the Ceragon 1500P FibeAir 18GHz system in 400Mbps full duplex configuration.

Assumptions:

- NIC assumes line of site between locations.
- NIC assumes existing / adequate vertical to accommodate new system at each site.
- NIC assumes existing steel pipe mounts will be utilized at all locations.
- NIC will supply new -48VDC power supply at each location and will connect to existing 120VAC power provided by customer.
- NIC will not be providing any network interface or un-interrupted power supply equipment as part of this project.
- NIC assumes adequate rack space exists for all new equipment.
- NIC will provide IP addressing scheme for radio programming (by NIC) and will be responsible for final implementation of wireless links into the network.
- Pricing includes the following:
    - Waste Water:
        - Move existing Redline system to new tower and re-align.
    - Fire Station #172:
        - Add antenna/radios (supplied by customer) to create:
            - PTP to NE Booster
            - PTP to Well#8
        - Move existing Friendship Park antenna to new tower & re-align
        - Move existing Cisco 4.9GHz & 2.4GHz Antennas for traffic signal control to new tower
    - Costco:
        - Complete removal of existing wireless equipment

- NIC has included the following warranty upgrades, valued at approximately $47,000, at no additional cost to customer:
    - 24hr advanced replacement upgrade to standard 1yr factory warranty
    - 4yr extended warranty package, with 24hr advanced replacement upgrade, to increase the standard 1yr factory warranty to a full 5 years of 24hr advanced replacement coverage.

Task 1 – FCC Licensed Wireless Telecom System Installation (Typical)

NIC Tasks

1. Once the purchase order is received from the customer, the NIC purchasing department will procure the microwave equipment listed in the final design estimate. This equipment will be shipped to NIC.

    a. Complete all necessary FCC documentation (if applicable).

    b. Complete inventory of materials to ensure order is complete.

    c. Log all serial numbers of all equipment with manufacturers for warranty registration.

    d. Label all equipment per location.

    e. Power-up and pre-test equipment prior to deployment.

    f. Program new IP addressing scheme.

    g. Re-pack equipment and load for transportation to job site.

2. Installations will be accomplished as follows:

    a. Mobilize equipment and installation crew to job site.

    b. Install necessary mounts at each location.

    c. Install antenna(s) at each location.

    d. Install necessary equipment cabinet at each location.

    e. Connect customer supplied power to all cabinets unless otherwise specified.

    f. Install appropriate cabling from radio(s) to antenna(s).

    g. Install all connectors, grounds & necessary support hardware.

    h. Weather-seal all exterior connections.

    i. Power-up all devices and confirm operational status.

3. Complete installation @ all locations as follows:

    a. Path-align antennas to manufacturer specifications & lockdown.

    b. Provide CAT5 interconnect cable between radios and existing network devices (Switch or Router).

    c. Document final Receive Signal Levels (RSL) & azimuth settings.

    d. Perform bandwidth testing between each link and document.

    e. Perform end-to-end (ping) testing throughout system.

Proposal Acceptance

I understand that work to be performed is "as per" this Statement of Work. My signature below verifies that I have read and understood this proposal and statement of work and agree to the Pricing and Terms and Conditions.

Invoice & Payment Schedule

- NIC invoice terms are Net 30

Contract will be invoiced as follows:

- 100% of materials upon packing slip verification of receipt into NIC Warehouse
- Remaining balance to be invoiced;
    - At project milestones (if outlined above)
    - Monthly
    - Percentage complete

Pricing Summary

4ea. FCC Licensed Ceragon FibeAir 1500P 400Mbps PTP Links	**AAAQ1598**
Materials	$ 192,361.81
Labor	$ 41,865.00
*Tax	$ 15,581.39
Total	**$ 249,808.20**

* Applicable taxes will be charged

Network Infrastructure Corporation

By: _____

Name: _____

Title: _____

Date: _____

City of Avondale

By: _____

Name: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS

** Mohave Contract Terms Supersede

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding *ten* days (*10*) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net *30* days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by NIC within *30* calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC in connection therewith and, in addition, the reasonable value of NIC's time and expenses spent in connection with such collection action, computed at NIC's prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by NIC.

SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

RISK OF LOSS OR DAMAGE: NIC shall assume the risk of loss of, or damage to equipment and materials purchased hereunder until they are delivered to the customer's site, at which time the customer assumes such risk. Risk of loss/damage to the customer provided equipment shall remain with the customer.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees. NIC shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than *One Million Dollars ($1,000,000.00)*

BOND: Costs of Performance and Payment bond is not included. If required, NIC shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy.

OWNERSHIP: NIC shall retain ownership of all materials supplied until final payment for same is received. NIC may retrieve from the Customers premises any material supplied where payment has not been tendered. The Uniform Commercial Code of Arizona shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits

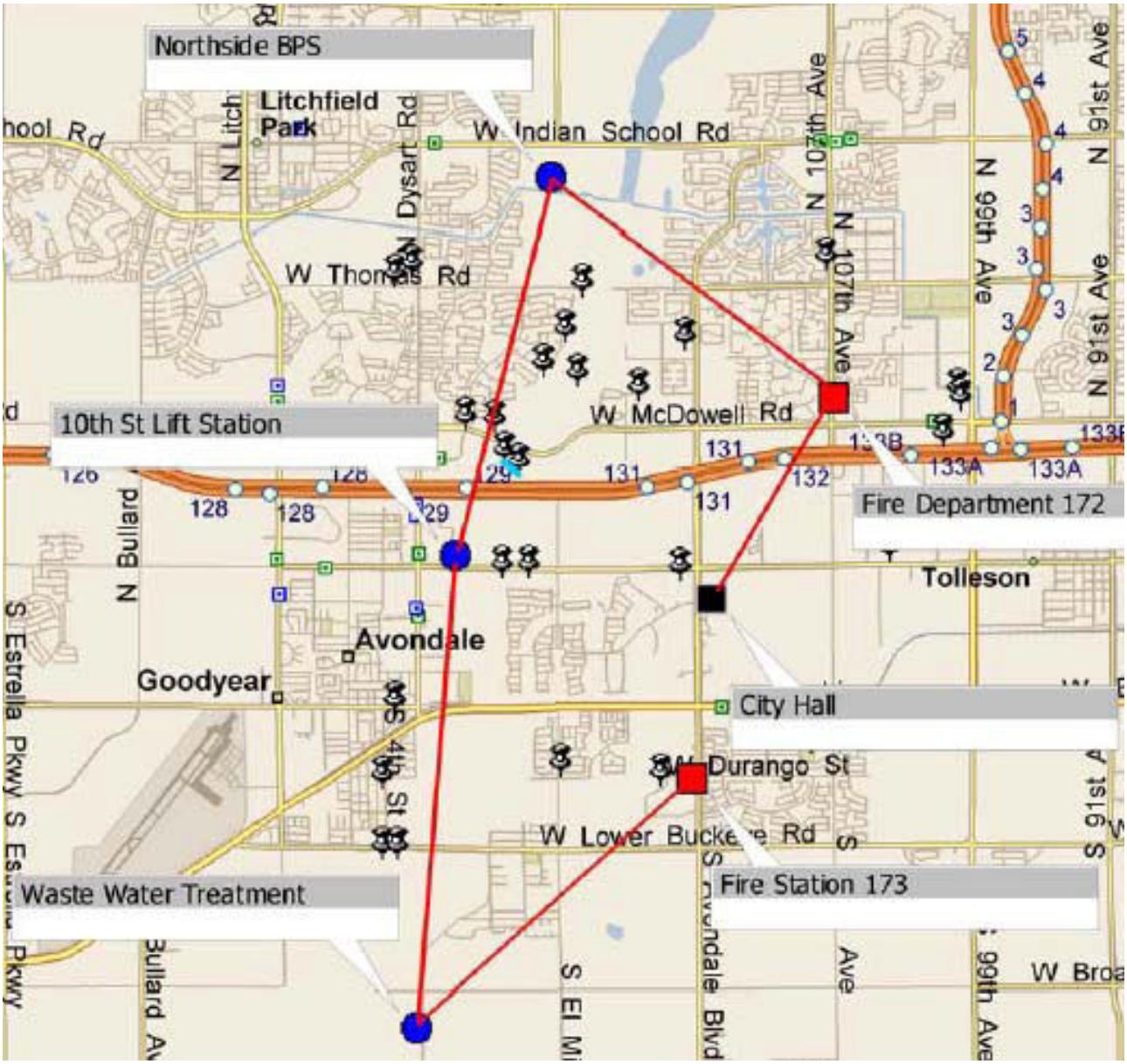
LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover the cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law.

WAN Overview:



Network Infrastructure Corporation™
1131 West Warner Road, Suite 111 Tempe, AZ 85284
Phone: 480-850-5050 Fax: 480-850-5051

PROPOSAL

Terms	Account Manager	Date	Quote #
Net 45	Brent Graves	01/26/09	AAAQ1598
Contract:			
Mohave Contract Telecom (06F-NIC-0721)			

Customer:
City of Avondale
Mark Neerings
Phone: (623) 478-3200
Fax: (623) 478-3803

Address:
11465 W. Civic Center Dr.
Suite 290
Avondale, AZ 85323-6809
United States

Project Name:
CTYAV PS01-04-02930 4 Telecom Links
Project Number:
PS01-04-02930

* Per detailed Scope of Work
* Purchase order constitutes acceptance of Quote and Scope of Work.

Manufacturer	Part Number	Description	Qty	Unit Price	Ext. Price
		City Hall			
HD	NEWUFP-5	5-position GMT fuse panel	1	$169.83	$169.83
HD	NEWUGF-3	Unity GMT Fuse, 3-Amp	6	$4.82	$28.92
HD	NEWUR48-3	85-263vac to -48vdc, 3-Amp rectifier module	3	$270.81	$812.43
HD	NEWURS	19/23" rack mount shelf for up to 3 UR-xx modules + opt fuse panel	1	$197.37	$197.37
		FCC Licensed 18Ghz Fire Station 172			
CERAGON	15P-IDC-ET-EOW for GbE	IDC with Eth. WSC & EOW for GbE traffic	1	$1,547.10	$1,547.10
CERAGON	15PI-GE400	IDM-GE 400Mbps SFP GE	1	$10,495.80	$10,495.80
CERAGON	15P-OX-F-18-TH	1500P ODU, FCC, 18GHz, High, XPIC Support	1	$7,254.00	$7,254.00
CERAGON	SFP-GE-SX	SFP optical interface 1000Base-SX	1	$184.95	$184.95
CERAGON	A-2-18	2' Antenna, 18GHz, Ceragon Interface	1	$951.30	$951.30
CERAGON	Lightning-Arrestor	Lightning Arrestor (Recommended; 2ea per IDU/ODU)	2	$145.80	$291.60
CERAGON	FCC-Single Carrier	FCC Coordination and Licensing (18/23 Ghz), per SINGLE carrier path, Includes frequency coordination	1	$3,330.00	$3,330.00
CERAGON	Cable-500	Belden 9914 or LMR-400 Cable, 500' Roll	1	$715.50	$715.50
CERAGON	N-Connector	Type N Crimp Connector	6	$9.00	$54.00
CERAGON	Ground-LMR	Ground Kit for 9914 Cable	2	$41.40	$82.80
HD	NEWUGF-3	Unity GMT Fuse, 3-Amp	3	$4.82	$14.46
		FCC Licensed 18Ghz Northside Booster			
CERAGON	15P-IDC-ET-EOW for GbE	IDC with Eth. WSC & EOW for GbE traffic	1	$1,547.10	$1,547.10
CERAGON	15P-IDU	IDU 1500P chassis	1	$515.70	$515.70
CERAGON	15PI-GE400	IDM-GE 400Mbps SFP GE	2	$10,495.80	$20,991.60
CERAGON	15P-OX-F-18-TL	1500P ODU, FCC, 18GHz, Low, XPIC Support	2	$7,254.00	$14,508.00
CERAGON	SFP-GE-SX	SFP optical interface 1000Base-SX	2	$184.95	$369.90
CERAGON	A-2-18	2' Antenna, 18GHz, Ceragon Interface	2	$951.30	$1,902.60
CERAGON	Lightning-Arrestor	Lightning Arrestor (Recommended; 2ea per IDU/ODU)	4	$145.80	$583.20
CERAGON	FCC-Single Carrier	FCC Coordination and Licensing (18/23 Ghz), per SINGLE carrier path, Includes frequency coordination	1	$3,330.00	$3,330.00
CERAGON	Cable-500	Belden 9914 or LMR-400 Cable, 500' Roll	1	$715.50	$715.50
CERAGON	N-Connector	Type N Crimp Connector	12	$9.00	$108.00
CERAGON	Ground-LMR	Ground Kit for 9914 Cable	4	$41.40	$165.60
HD	MISCHDWE-5	Misc. Hardware Kit	1	$450.00	$450.00
HD	NEWUFP-5	5-position GMT fuse panel	1	$169.83	$169.83
HD	NEWUGF-3	Unity GMT Fuse, 3-Amp	3	$4.82	$14.46
HD	NEWUR48-3	85-263vac to -48vdc, 3-Amp rectifier module	3	$270.81	$812.43
HD	NEWURS	19/23" rack mount shelf for up to 3 UR-xx modules + opt fuse panel	1	$197.37	$197.37
		FCC Licensed 18Ghz 10th St. Lift			
CERAGON	15P-IDC-ET-EOW for GbE	IDC with Eth. WSC & EOW for GbE traffic	1	$1,547.10	$1,547.10
CERAGON	15P-IDU	IDU 1500P chassis	1	$515.70	$515.70
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Manufacturer	Part Number	Description	Qty	Unit Price	Ext. Price
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CERAGON	A-3-18	3' Antenna, 18GHz, Ceragon Interface	1	$1,707.30	$1,707.30
CERAGON	Lightning-Arrestor	Lightning Arrestor (Recommended; 2ea per IDU/ODU)	4	$145.80	$583.20
CERAGON	FCC-Single Carrier	FCC Coordination and Licensing (18/23 Ghz), per SINGLE carrier path, Includes frequency coordination	1	$3,330.00	$3,330.00
CERAGON	Cable-500	Belden 9914 or LMR-400 Cable, 500' Roll	1	$715.50	$715.50
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CERAGON	15P-IDU	IDU 1500P chassis	1	$515.70	$515.70
CERAGON	15PI-GE400	IDM-GE 400Mbps SFP GE	1	$10,495.80	$10,495.80
CERAGON	15P-BLANK	IDM-Blank	1	$20.25	$20.25
CERAGON	15P-OX-F-18-TH	1500P ODU, FCC, 18GHz, High, XPIC Support	1	$7,254.00	$7,254.00
CERAGON	SFP-GE-SX	SFP optical interface 1000Base-SX	1	$184.95	$184.95
CERAGON	A-2-18	2' Antenna, 18GHz, Ceragon Interface	1	$951.30	$951.30
CERAGON	Lightning-Arrestor	Lightning Arrestor (Recommended; 2ea per IDU/ODU)	4	$145.80	$583.20
CERAGON	Cable-500	Belden 9914 or LMR-400 Cable, 500' Roll	1	$715.50	$715.50
CERAGON	N-Connector	Type N Crimp Connector	12	$9.00	$108.00
CERAGON	Ground-LMR	Ground Kit for 9914 Cable	4	$41.40	$165.60
HD	MISCHDWE-5	Misc. Hardware Kit	1	$450.00	$450.00
HD	NEWUFP-5	5-position GMT fuse panel	1	$169.83	$169.83
HD	NEWUGF-3	Unity GMT Fuse, 3-Amp	3	$4.82	$14.46
HD	NEWUR48-3	85-263vac to -48vdc, 3-Amp rectifier module	2	$270.81	$541.62
HD	NEWURS	19/23" rack mount shelf for up to 3 UR-xx modules + opt fuse panel	1	$197.37	$197.37
		Recommended Spares			
CERAGON	SFP-GE-SX	SFP optical interface 1000Base-SX	2	$184.95	$369.90
HD	NEWUFP-5	5-position GMT fuse panel	1	$169.83	$169.83
HD	NEWUGF-3	Unity GMT Fuse, 3-Amp	5	$4.82	$24.10
HD	NEWURS	19/23" rack mount shelf for up to 3 UR-xx modules + opt fuse panel	1	$197.37	$197.37
		Other System Changes, Friendship Park, Costco, Well#8, NE Booster			
HD	MISCHDWE-5	Misc. Hardware Kit	2	$450.00	$900.00

Total Material:	$192,361.81
Total Labor:	$41,865.00
Sales Tax:	$15,581.39
Total	**$249,808.20**

Please note NIC Quote number on purchase order. Proposal expires 30 days from the date above.

Customer is responsible for any and all applicable taxes as reflected upon invoice. Unless otherwise specified above, actual travel costs and related expenses will be billed to the customer upon invoice.

The information contained in this proposal is the property of Network Infrastructure Corporation (NIC) and is privileged and confidential.
Any copying or distribution of this information is strictly prohibited without the written consent of NIC.

City of Avondale

Scope of Work

New 100ft. Monopole Construction:
Waste Water
North Site Booster
10th Street Lift Station

MOHAVE CONTRACT: 06F-NIC-0721

This Statement of Work (SOW) is made and entered into between Network Infrastructure Corporation (NIC), an Arizona corporation, with offices at 1131 W. Warner Rd., Suite 111, Tempe, AZ 85284 and City of Avondale (Customer) with main offices at 11465 W. Civic Center Drive., Avondale, AZ 85323. This SOW defines the services and deliverables that NIC shall provide to the Customer under the terms of the Agreement ("Services"). The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other Statements of Work, which may be executed and attached to this Agreement. Acceptance of this proposal is subject to the standard Mohave Contract Terms and Conditions attached

The information contained in this Statement of Work is ***confidential and privileged***. It is intended to be reviewed only by the Organization named above. If you are not an authorized employee of the organization, you are hereby notified that any review, dissemination or copying of this Statement of Work is prohibited.

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Overview

NIC has been approached by City of Avondale to provide an estimate for a new 100′ monopole at each of the following locations:

- Waste Water
- North Site Booster
- 10th Street Lift Station

The tasks listed are not necessarily in exact order of implementation.

MOHAVE CONTRACT: 06F-NIC-0721

This quote is based on the following assumptions:

- City of Avondale will process drawings through city departments, including zoning, for issue of permit.
- Pole is designed per IBC 2006 standards.
- Estimate is based on average soil conditions and single drilled caisson foundation design. Final foundation design and cost can not be determined until geo-tech survey has been performed and analyzed by tower manufacturer.
- North Site Booster and 10th St. Lift locations will both require separate equipment on 4′ x 8′ concrete pad with 2ea. 4″ PVC conduits between cabinet and center on tower foundation. Concrete equipment pad will also have 2 conduits, size TBD, stubbed out from inside equipment cabinet to 1′ out side for 3rd party to connect and run power to later.
- Pole will be standard galvanized finish.
- Material pricing includes monopole, shipping cost, foundation installation, all inspections, grounding, all necessary mounts/hardware & crane to erect pole.
- NIC will not be providing any network equipment, such as switches or routers as part of this wireless implementation.
- General cabinet specifications are as follows:
    - 78″H x 51″W x 42″ D
    - Dual 19″ EIA rack rails
    - Front and rear doors
    - 4000-10,000BTU 110VAC Air Conditioner
    - DDB warranties their cabinets for 15yrs
        - Air Conditioner: 1yr
    - 60 amp load center:
        - Power requirements is 220VAC Single Phase 60Amp Circuit
    - Drawings: (See Page 10)

Task 1 – Pre-Construction Services

NIC Responsibilities

Upon receipt of appropriate purchase orders, NIC shall perform the following tasks:

1. City of Avondale will drill & obtain geo-technical survey (soils report) and deliver to NIC.
2. NIC will submit geo-technical report to tower manufacturer for final foundation design.
3. Upon receipt from tower manufacturer, NIC will deliver monopole and foundation drawings to customer for permitting.
4. Once City of Avondale receives permit, NIC Engineers / Project Managers shall generate a schedule for implementation.

Customer Tasks

1. Customer shall provide purchase orders to initiate the process.
2. Customer shall appoint a lead technical resource that will be the point of contact for all technical questions.
3. Customer shall meet with NIC Engineers and Project Managers to approve the Monopole design and project related process.

Task 2 – Tower Construction

NIC Tasks

Upon receipt of appropriate purchase orders, NIC shall procure the tower equipment and third party services listed in the final design estimate and perform the following tasks:

1. Re-identify existing utilities.
2. Build tower foundation as described below:
    a. Clear minimum area as needed.
    b. Drill for caisson & build/set forms.
    c. Set re-bar cage & anchor bolts.
    d. Install & set stub out conduits.
    e. Have third party inspector approve cages & test concrete for slump.
    f. Pour & finish concrete.
    g. Remove forms.
3. Build equipment cabinet foundation as described below: (if applicable)
    a. Clear minimum area as needed.
    b. Drill for caisson & build/set forms.
    c. Set re-bar cage & anchor bolts.
    d. Install & set stub out conduits.
    e. Have third party inspector approve cages & test concrete for slump.
    f. Pour & finish concrete.
    g. Remove forms.
4. Install ground halo as described below:
    a. Trench around tower to depth no less than 36″.
    b. Install ground rods no greater than every 8′ apart.
    c. Cad-Weld #2AWG solid/tinned wire to each rod to form continuous ring around equipment pad.

d. Cad-Weld #2AWG solid/tinned wire whips for future termination.

e. Backfill & compact trench.

5. Erect new Tower as follows:

   a. Mark off necessary area needed for pre staging.

   b. Transport steel to site.

   c. Pre-assemble all tower mounts.

   d. Erect tower & install wave-guide ladder w/crane.

   e. Install, tension & trim safety climb system.

   f. Install all hardware to manufacturer specifications.

   g. Install upper & lower tower ground buss bars.

   h. Install #2AWG stranded wire ground lead between tower buss bars.

   i. Cad-Weld 3ea. ground whips to base of Tower & lower ground buss.

   j. Seal pole base with non-shrink grout and finish.

6. Install equipment cabinet as follows:

   a. Mark off necessary area needed for pre staging.

   b. Transport cabinet to site.

   c. Set cabinet on pad with crane.

   d. Bolt cabinet to pad.

   e. Install all hardware to manufacturer specifications.

   f. Install interior ground buss.

   g. Terminate 1ea. ground whips to opposite corners of cabinet & 1ea. ground whips to interior ground buss.

   h. Electrical trenching/conduit will be performed by City of Avondale and once completed:

      1. NIC will program and test air conditioning system and all convenience outlets.

      2. Turn over all keys to customer.

7. Complete any final inspections as needed.

Proposal Acceptance

I understand that work to be performed is "as per" this Statement of Work. My signature below verifies that I have read and understood this proposal and statement of work and agree to the Pricing and Terms and Conditions.

Billing Schedule

NIC will invoice according to the following schedule:

- 100% of materials upon receipt of materials.
- Progress Payments for Labor/Engineering
- NIC invoices will be submitted on the 25th day of each month for work completed and materials purchased in that month.
- NIC invoices are due 30 days from the date of the invoice.

Equipment	$ 296,000.00	**Approval Initials**
Labor	$ 46,560.00	
Tax	$ 24,057.00	
Total for New Tower Construction	**$ 367,617.00**	

Network Infrastructure Corporation

By: _____

Name: _____

Title: _____

Date: _____

City of Avondale

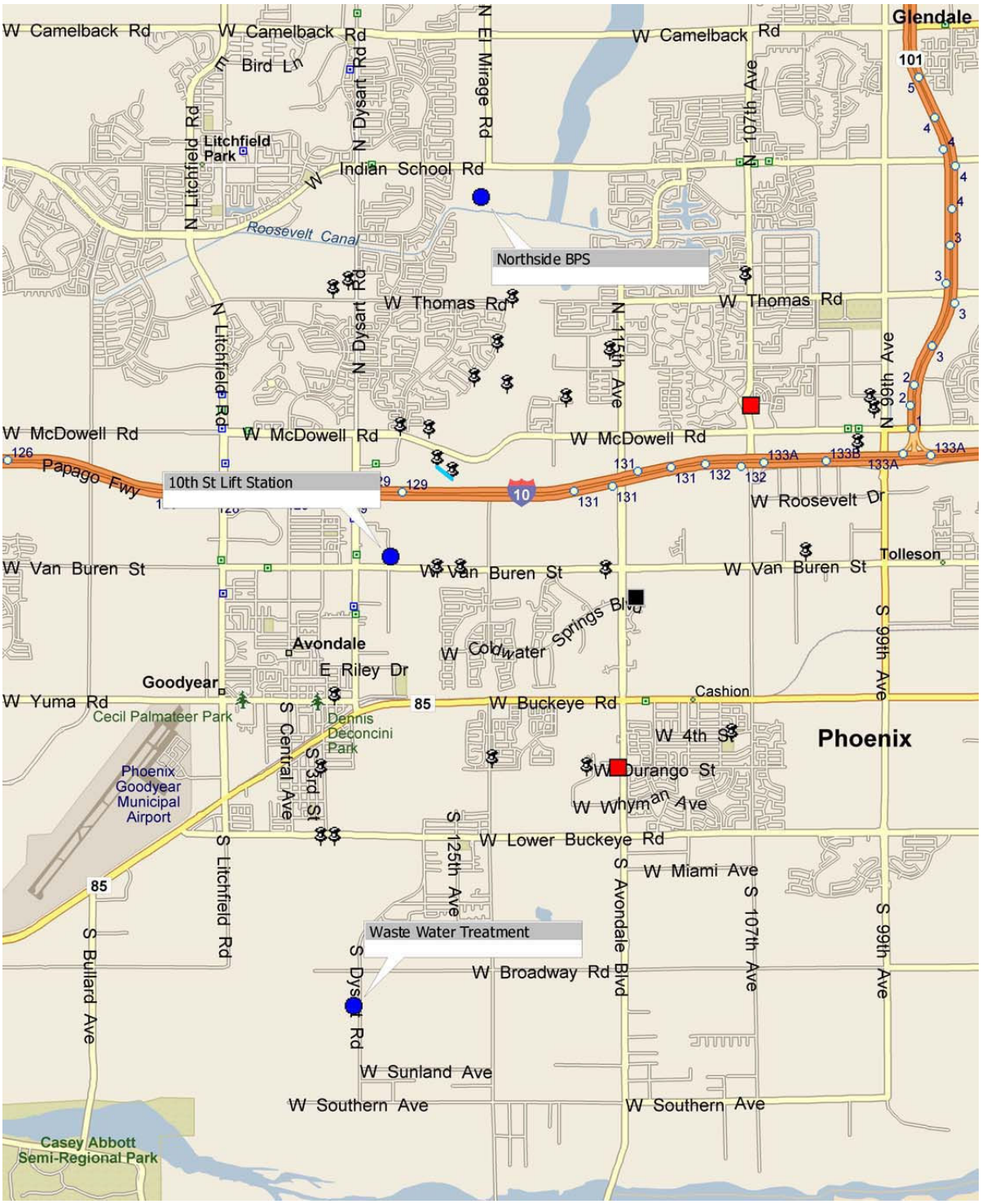
By: _____

Name: _____

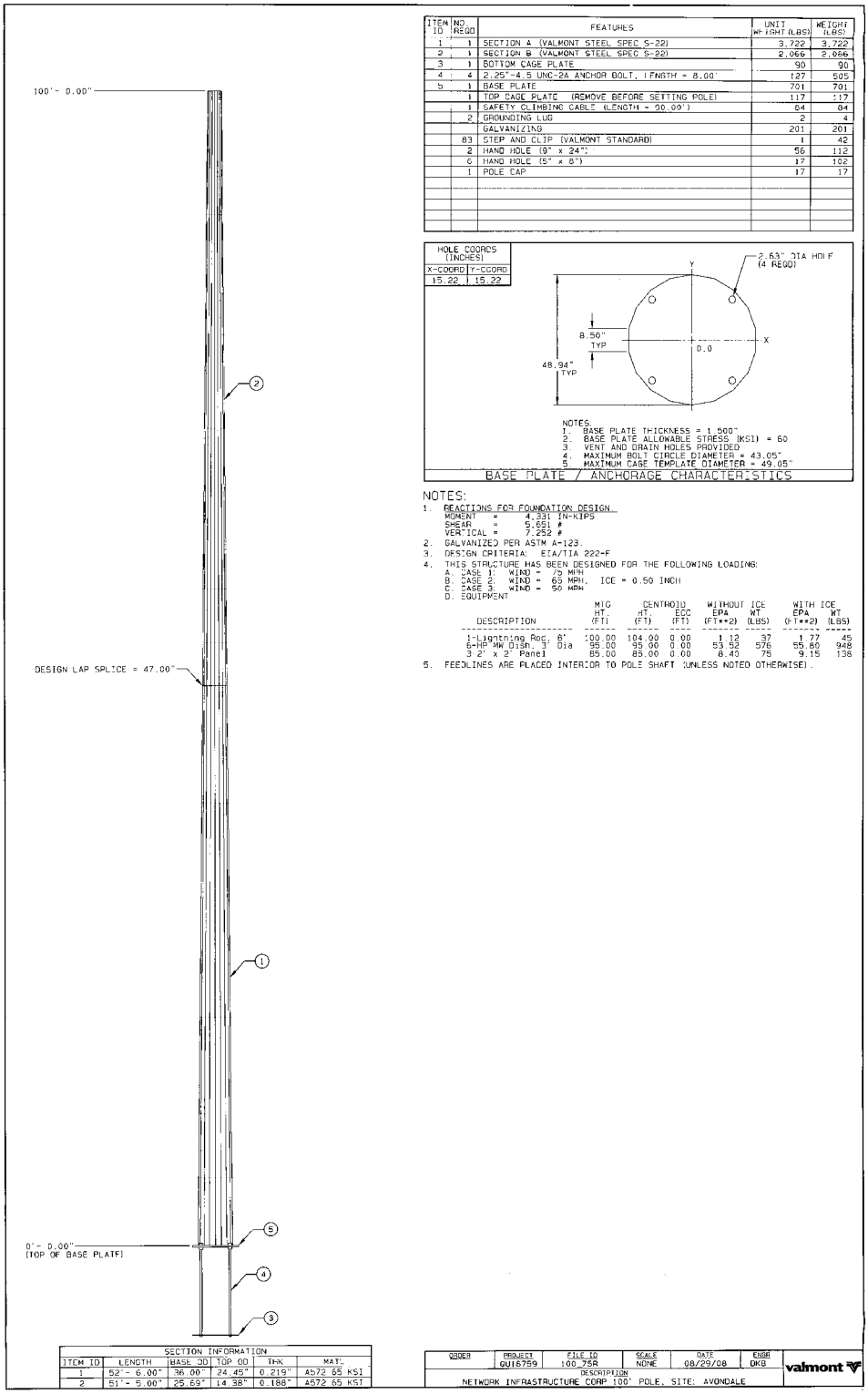
Title: _____

Date: _____

Tower Locations Map:



Conceptual Monopole Design:



ITEM ID	NO. REQD	FEATURES	UNIT WEIGHT (LBS)	WEIGHT (LBS)
1	1	SECTION A (VALMONT STEEL SPEC S-22)	3,722	3,722
2	1	SECTION B (VALMONT STEEL SPEC S-22)	2,066	2,066
3	1	BOTTOM CAGE PLATE	90	90
4	4	2.25"-4.5 UNC-2A ANCHOR BOLT, (LENGTH = 8.00"	127	505
5	1	BASE PLATE	701	701
	1	TOP CAGE PLATE (REMOVE BEFORE SETTING POLE)	117	117
	1	SAFETY CLIMBING CABLE (LENGTH = 50.00')	84	84
	2	GROUNDING LUG	2	4
		GALVANIZING	201	201
	83	STEP AND CLIP (VALMONT STANDARD)	1	42
	2	HAND HOLE (9" x 24")	56	112
	6	HAND HOLE (5" x 8")	17	102
	1	POLE CAP	17	17

HOLE COORDS (INCHES)	
X-COORD	Y-COORD
15.22	15.22

NOTES:
1. BASE PLATE THICKNESS = 1.500"
2. BASE PLATE ALLOWABLE STRESS (KSI) = 60
3. VENT AND DRAIN HOLES PROVIDED
4. MAXIMUM BOLT CIRCLE DIAMETER = 43.05"
5. MAXIMUM CAGE TEMPLATE DIAMETER = 49.05"

BASE PLATE / ANCHORAGE CHARACTERISTICS

NOTES:
1. REACTIONS FOR FOUNDATION DESIGN
   MOMENT = 4,391 IN-KIPS
   SHEAR = 5,651 #
   VERTICAL = 7,252 #
2. GALVANIZED PER ASTM A-123.
3. DESIGN CRITERIA: EIA/TIA 222-F
4. THIS STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING LOADING:
   A. CASE 1: WIND = 75 MPH
   B. CASE 2: WIND = 65 MPH, ICE = 0.50 INCH
   C. CASE 3: WIND = 50 MPH
   D. EQUIPMENT

DESCRIPTION	MTG HT. (FT)	CENTROID HT. (FT)	CENTROID ECC (FT)	WITHOUT ICE EPA (FT**2)	WITHOUT ICE WT (LBS)	WITH ICE EPA (FT**2)	WITH ICE WT (LBS)
1-Lightning Rod, 8'	100.00	104.00	0.00	1.12	37	1.77	45
6-HP MW Dish, 3' Dia	95.00	95.00	0.00	53.52	576	55.80	948
3-2' x 2' Panel	85.00	85.00	0.00	8.40	75	9.15	138

5. FEEDLINES ARE PLACED INTERIOR TO POLE SHAFT (UNLESS NOTED OTHERWISE).

SECTION INFORMATION					
ITEM ID	LENGTH	BASE OD	TOP OD	THK	MAT'L
1	52' - 6.00"	36.00"	24.45"	0.219"	A572 65 KSI
2	51' - 5.00"	25.69"	14.38"	0.188"	A572 65 KSI

ORDER	PROJECT	FILE ID	SCALE	DATE	ENGR	
	QU16759	100_75R	NONE	08/29/08	DKB	valmont
DESCRIPTION						
NETWORK INFRASTRUCTURE CORP 100' POLE, SITE: AVONDALE						

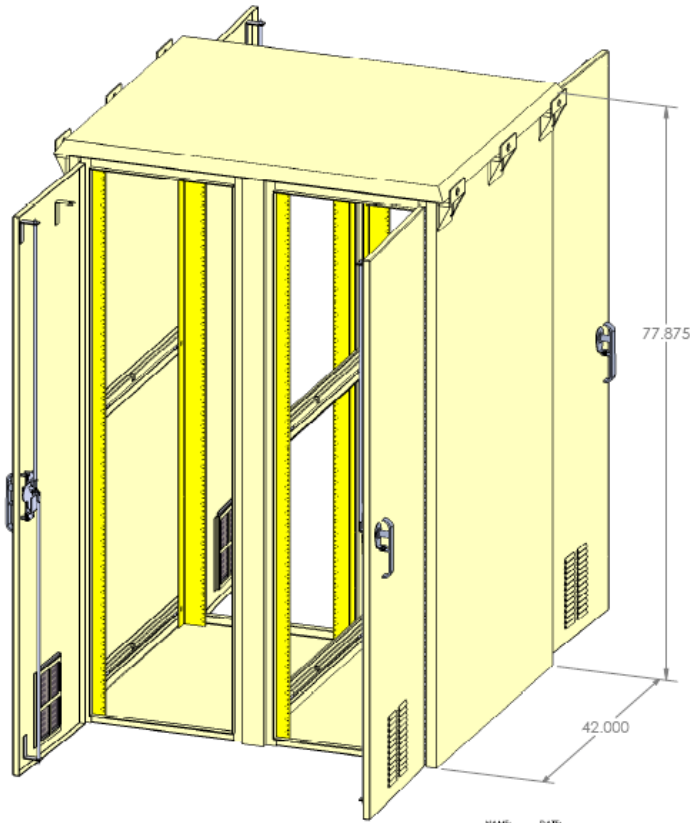
Cabinet Design:

This is the 20D Series cabinet. It comes standard with:

- 4 Sets of 19" or 23" Racking Rails
- 3 Point Locking handles
- I-Hooks (Lifting Hooks)

Accessory Options include:

- Winlocks
- Alarm Switches
- CB Mounting Base/Pad Mount
- HVAC Air Conditioning
- BOD (Battery Box)
- MT Series Mounting Tray(s)
- Casters
- Fan Kits
- .5 inch Insulation



Network Infrastructure Corporation™	Customer:	City of Avondale
	Project Name:	Design/Build 3ea 100ft Monopoles
	Quote Number:	PS01-04-02928
	Quote Date:	1/26/09
	Quote Expiration:	30 Days from Quote Date
	Contract:	Mohave 06F-NIC-0721

1131 W Warner Rd Suite 111 Tempe, AZ 85284 Phone: 480-850-5050 Fax: 480-850-5051

Scope of Work

* Per detailed Scope of Work

* Purchase order constitutes acceptance of Quote and Scope of Work

Manufacturer	PartNo	Description	Qty	UI	UnitPrice	Extended
		EQUIPMENT AND SHIPPING				
	Monopole - 100ft	**Waste Water**				
HD	MP-1	Monopole - 1 FT Section	100	FT	$990.00	$99,000.00
	Monopole - 100ft	**North Site**				
HD	MP-1	Monopole - 1 FT Section	100	FT	$990.00	$99,000.00
	Monopole - 100ft	**10th St. Lift Station**				
HD	MP-1	Monopole - 1 FT Section	100	FT	$990.00	$99,000.00

Total Materials	$297,000.00
Total Labor	$46,560.00
Estimated Tax	$24,057.00
Grand Total	**$367,617.00**

The information contained in this summary is the property of Network Infrastructure Corporation (NIC) and is privileged and confidential. Any copying or distribution of this information is strictly prohibited without the written consent of NIC.

Insight PUBLIC SECTOR

Insight Public Sector
6820 South Harl Ave
Tempe,AZ,85283-4318
Tel: 8004674448

SOLD-TO PARTY

City Of Avondale
ACCTS PAYABLE SUITE 290
11465 W CIVIC CENTER DR
AVONDALE, AZ 85323-6803

SHIP-TO ADDRESS

City Of Avondale
ACCTS PAYABLE SUITE 290
11465 W CIVIC CENTER DR
AVONDALE AZ 85323-6803

Quotation

Quotation Number 210837453
Creation Date 09/25/2008

PO Number / Date :

Customer No. : 10133195
Sales Rep : JOHN BRIGGS
Email : jbriggs@insight.com
Telephone : 800-467-4448 X 5190

Sales Rep 2 : LORELL MILLER
Email 2 : lmiller1@insight.com
Telephone 2 : 800-467-4448 X 6300

Dear MARK NEERINGS,
Thank you for considering Insight to be your trusted partners in addressing your evolving IT needs. We appreciate being considered as your solution source and look forward to making IT work for you.

We deliver according to the following terms:

Terms of Payment : Net 30 days
Ship Via : Insight Assigned Carrier / Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Description	Qty	UnitPrice	Extended Price
C2851-VSEC-SRST/K9	**Cisco 2851 Voice Security Bundle - router**	1	5,709.02	5,709.02
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
PWR-2821-51-AC-IP	**Cisco - Power supply**	1	357.00	357.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
MEM2851-256U1024D	**Cisco upgrade from 256MB to 1024MB - Memory - 768 MB - DDR**	1	2,975.00	2,975.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
MEM2800-128U256CF	**Cisco upgrade from 128MB to 256MB - flash memory card - 128 MB - CompactFlash**	1	178.50	178.50
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			

Insight PUBLIC SECTOR

Quotation Number / Creation Date
210837453 / 09/25/2008

Material	Description	Qty	UnitPrice	Extended Price
PVDM2-48U64	Cisco PVDM2 48 to 64 Channel Factory Upgrade - Voice DSP module	1	446.25	446.25
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
HWIC-D-9ESW-POE	Cisco EtherSwitch HWIC - switch - 9 ports	1	642.60	642.60
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
VIC-4FXS/DID	Cisco - Voice / fax module - plug-in module - FXS / 4 analog port(s)	2	476.00	952.00
	CITY OF AVONDALE / AZ STATE NETWORKING AND UPS CONTRACT()			
CON-STLOC	8X5NBD SVC.	1	0.00	0.00
	CITY OF AVONDALE / AZ STATE NETWORKING AND UPS CONTRACT()			
	CONTACT PHONE: 623-333-5020			
	CONTACT EMAIL: MARKN@AVONDALE.ORG			
	CONTACT NAME: MARK NEERINGS			
WS-C3560E-12SD-S	Cisco Catalyst 3560E-12SD-S - switch - 12 ports	4	9,517.03	38,068.12
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
C3K-PWR-300WAC=	CATALYST 3560E-12D PWR	8	297.50	2,380.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
CON-STLOC	8X5NBD SVC.	4	0.00	0.00
	CITY OF AVONDALE / AZ STATE NETWORKING AND UPS CONTRACT()			
	CONTACT PHONE: 623-333-5020			
	CONTACT EMAIL: MARKN@AVONDALE.ORG			
	CONTACT NAME: MARK NEERINGS			
GLC-SX-MM=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-SX - 850 nm	16	297.50	4,760.00
	CITY OF AVONDALE / AZ STATE NETWORKING AND UPS CONTRACT()			
GLC-T=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-T	16	235.03	3,760.48
	CITY OF AVONDALE / AZ STATE NETWORKING AND UPS CONTRACT()			
CON-STLOC	8X5NBD SVC.	1	0.00	0.00
	CITY OF AVONDALE / AZ STATE NETWORKING AND UPS CONTRACT()			
	CONTACT PHONE: 623-333-5020			
	CONTACT EMAIL: MARKN@AVONDALE.ORG			
	CONTACT NAME: MARK NEERINGS			
SU1400RMXLB3U	APC Smart-UPS RM 1400VA XL - UPS - 1.05 kW - 1400 VA	4	685.52	2,742.08
	STATE OF AZ - STATE PROCUREMENT OFFICE - UPS EQUIPMENT(# EPS070086-2-A1)			

Insight PUBLIC SECTOR

Quotation Number / Creation Date
210837453 / 09/25/2008

Material	Description	Qty	UnitPrice	Extended Price
SU24R2XLBP	APC Smart-UPS RM XL 24V Battery Pack - external battery pack - lead acid	12	439.12	5,269.44
STATE OF AZ - STATE PROCUREMENT OFFICE - UPS EQUIPMENT(# EPS070086-2-A1)				
AP9619	APC Network Management Card with Environmental Monitoring - remote management adapter	4	372.81	1,491.24
CITY OF AVONDALE / AZ STATE NETWORKING AND UPS CONTRACT()				
AP7900	APC Switched Rack PDU power distribution strip	4	420.54	1,682.16
CITY OF AVONDALE / AZ STATE NETWORKING AND UPS CONTRACT()				
		Sub Total		71,413.89
		Tax		5,784.53
		TOTAL		77,198.42

Please contact us with any questions or for additional information about Insight Public Sector's complete IT solution offering. Again, thank you for considering Insight Public Sector!

Sincerely,

JOHN BRIGGS
800-467-4448 Ex: 5190
jbriggs@insight.com
Fax: 480-760-8513

LORELL MILLER
800-467-4448 Ex: 6300
lmiller1@insight.com
Fax: 480-760-7866

Subject to IPS Terms and Conditions online at http://www.ips.insight.com/site/static/legal.cfm

CITY COUNCIL REPORT

SUBJECT:
Agreeement with Housing Our Communities (HOC) to Administer a Homebuyer Assistance Program

MEETING DATE:
March 9, 2009

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 Housing Our Communities (HOC) in the amount of $1,730,000 to conduct a Homebuyer Assistance program in Avondale.

BACKGROUND:

Through this contract, Housing Our Communities will operate a program to assist low-moderate-middle income families with the purchase of foreclosed homes. The program provides qualified homebuyers with homebuyer education, down payments and closing costs. The Neighborhood and Family Services Department (NFSD) in conjunction with the Finance Department conducted a Request for Proposals process in January and February. The proposal from HOC was evaluated and scored by a selection committee which included one member of the Neighborhood and Family Services Commission and two city staff. The Housing Our Communities proposal met and exceeded all of the proposal criteria with respect to qualifications, experience, approach, agency availability and references.

DISCUSSION:

The Neighborhood Stabilization Program (NSP) of the Housing and Economic Recovery Act of 2008 appropriated $2,466,039 to Avondale to assist in the redevelopment of foreclosed homes. City Council approved Avondale's planned use of NSP funds on November 17, 2008 and the U.S. Department of Housing and Urban Development (HUD) awarded the entire amount to Avondale on January 30, 2009. This contract is the first of several contracts to be brought to City Council to implement the NSP program.

NSP Homebuyer funds will be targeted to the neighborhoods with the greatest number of foreclosures as indicated on "Avondale Neighborhoods Targeted for NSP Funds Map" attached. Eligible buyers include any individual or family with a household income up to 120% of Area Median Income as defined by HUD ($77,050 for a family of four). The price range for eligible buyers is conservatively between $130,000 and $230,000. Most of the foreclosed homes on the market in Avondale fall into this price range and will provide a broad selection for potential buyers. Only owner occupants are eligible. Investors are excluded.

NSP requires that all assisted homebuyers complete a comprehensive eight hour homebuyer education curriculum and obtain standard 30 year fixed rate mortgages which do not exceed 33/41 lending ratios (33% of income for house payment and 41% of income for total debt). Housing Our Communities will provide extensive one-on-one counseling for each buyer to ensure their success. The program provides up to $30,000 for down payments, up to $5,000 for closing costs and up to $45,000 for repair. Monetary assistance will be provided in the form of no-interest "due-on-sale" loans which must be repaid when the home is sold. Recaptured loan funds will be used to assist

subsequent eligible buyers into the near future. Housing Our Communities will conduct extensive marketing for the program in conjunction with the City of Avondale.

HOC will receive $1,230,000 out of current NSP funding. Since the initial passage of the Housing and Econonic Recovery Act, an opportunity for additional NSP funding has been made available through federal stimulus legislation. An additional amount of $500,000 is included in the contract ceiling to administer a potential future NSP allocation.

BUDGETARY IMPACT:

NSP funds in the amount of $1,230,000 have been allocated for this contract. An additional $500,000 is included in the contract amount to enable HOC to administer additional NSP funds that may be made available through a second round of NSP funding. No City matching funds are required.

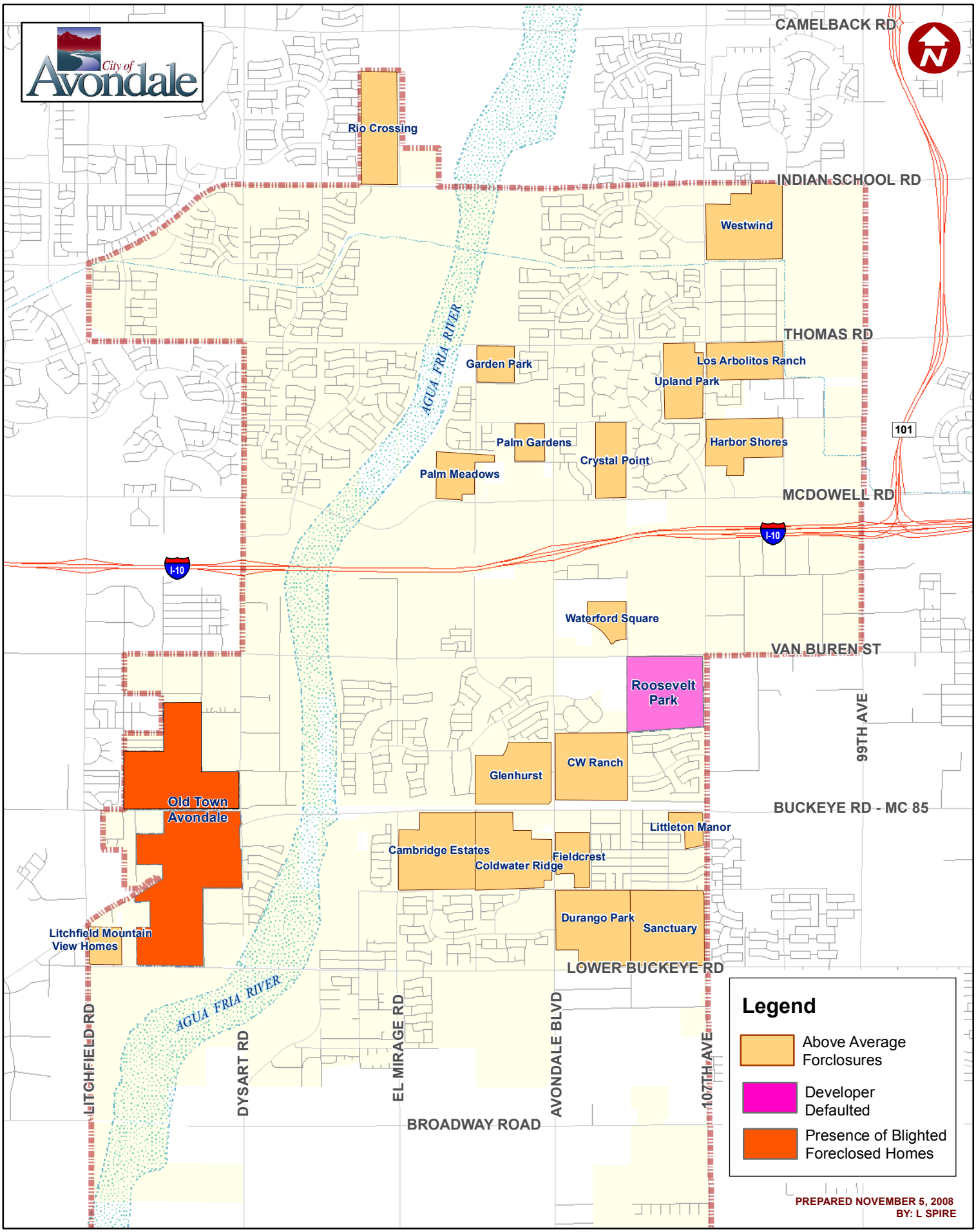
RECOMMENDATION:

Staff recommends that City Council enter into a contract in the amount of $1,730,000 with Housing Our Communities to conduct a Homebuyer Assistance Program in Avondale.

ATTACHMENTS:

Click to download

- NSP Target Neighborhoods
- Agreement



AVONDALE NEIGHBORHOODS TARGETED FOR NSP FUNDS

SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOUSING OUR COMMUNITIES, INC.

THIS SUBRECIPIENT AGREEMENT (this "Agreement") is made as of March 9, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Housing Our Communities, Inc., an Arizona non-profit corporation (the "Subrecipient").

RECITALS

A. The Neighborhood Stabilization Program, Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA"), appropriated $2,466,039 for the City to assist in the redevelopment of foreclosed homes. The U.S. Department of Housing and Urban Development ("HUD") issued regulations on September 29, 2008 (the "Regulations") specifying the activities that may be undertaken by local governments for the use of such funds. This Agreement secures services for a homebuyer assistance program (the "Program") for homebuyer assistance activities eligible under the Regulations. Additionally, on February 25, 2009, the American Recovery and Reinvestment Act of 2009 (the "Recovery Act") appropriated an additional $2,000,000,000 to State and local governments to mitigate the impact on foreclosures through the purchase and rehabilitation of foreclosed, vacant properties in order to create more affordable housing and renew neighborhoods devastated by the economic crisis. As a result, the total funding for the Program increased by approximately $500,000 to approximately $1,730,000, subject to availability by HUD (the "Program Funds").

B. The City issued a Request for Proposals, NS 09-043 "NSP Homebuyer Assistance Program," and amended on February 24, 2009, by that certain Addendum No. 1 (collectively the "RFP"), attached hereto as Exhibit A, and incorporated herein by reference, seeking Proposals from community agencies to implement the Program with federal NSP funds;

C. The Subrecipient submitted a Proposal in response to the RFP, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with Subrecipient for the Program services (the "Services"); and

D. The City wishes to engage the Subrecipient to assist the City in utilizing such Program Funds to provide the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2013.

2. Scope of Work. The Subrecipient shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Subrecipient an aggregate amount not to exceed $1,730,000.00, subject to availability by HUD, for the Services as set forth in the Budget, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Subrecipient pursuant to subsection 16.3(c) below. Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards specified in the Office of Management and Budget ("OMB") Circular A-110.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Subrecipient Personnel. Subrecipient shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Subrecipient agrees to assign specific individuals to key positions. Subrecipient agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Subrecipient shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Subrecipient's performance. The Subrecipient shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Subrecipient shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Subrecipient. The City has no obligation to provide Subrecipient, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Subrecipient.

9. Performance Warranty. Subrecipient warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Subrecipient shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings)

to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Subrecipient, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

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

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

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

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

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

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims

arising out of the work or services of Subrecipient. Subrecipient shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Subrecipient will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Subrecipient's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Subreceipient's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Subrecipient's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified with the applicable RFP number and title or reference to this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

(2) Subrecipient's insurance shall be primary insurance as respects performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

j. Bonding and Insurance. The Subrecipient shall comply with the insurance requirement of OMB Circular A-110.

k. Grantor Recognition. The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Subrecipient shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Subrecipient shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

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

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

12. Applicable Law; Venue. In the performance of this Agreement, Subrecipient shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

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

notice by the City and pursuant to 24 C.F.R. § 85.44. Upon termination for convenience, Subrecipient shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Subrecipient for the undisputed portion of its fee due as of the termination date. Pursuant to 24 C.F.R. 85.43, the Agreement may also be suspended or terminated if the Subrecipient materially fails to comply with any term of the Program Funds.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Subrecipient in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Subrecipient for the undisputed portion of its fee due as of the termination date.

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

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

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Subrecipient fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Subrecipient shall relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

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

14.2 Laws and Regulations. The Subrecipient shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Subrecipient is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) the provisions of 24 C.F.R., Part 570, Community Development Block Grants ("CDBG"), as revised, (v) the provisions of the Neighborhood Stabilization Program, Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA"), as revised, (vi) the provisions of 24 C.F.R. Part 92, HOME, as revised, (vii) the provisions contained in the City of Avondale Consolidated Plan and (viii) Recovery Act. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Subrecipient is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder

and Subrecipient agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Subrecipient shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Subrecipient in violation of this provision shall be a breach of this Agreement by Subrecipient.

14.9 Subcontracts. No subcontract shall be entered into by the Subrecipient with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Subrecipient is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Subrecipient from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 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 Subrecipient any amounts Subrecipient 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 Subrecipient any amounts Subrecipient owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to Subrecipient: Housing Our Communities, Inc.
251 West Main Street, Suite 2
Mesa, Arizona 85201
Facsimile: (480) 649-1020
Attn: John R. Smith, President

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

14.15 Confidentiality of Records. The Subrecipient shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Subrecipient's duties under this Agreement. Persons requesting such information should be referred to the City. Subrecipient also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Subrecipient as needed for the performance of duties under this Agreement.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Budget, the RFP and the Subrecipient's Proposal, the documents shall govern in the order set forth herein.

15. Special Conditions.

15.1 Acquisition. Subrecipient shall complete an inspection of selected property using HUD-52580-A Inspection Form. Subrecipient shall complete an environmental review on each property to be assisted. Subrecipient shall provide the City with a copy of Deed of Trust, pictures of front and rear of property, "Disclosure to Seller with Voluntary, Arm's Length Purchase Offer", "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" and multiple listing to verify property is vacant. Closing shall not take place until an environmental review is completed. Capital funds may be advanced for down payment and closing costs. A listing of all families assisted, assistance amounts, copies of the recorded Deeds of Trust and Promissory Notes, and all applicable closing documents which reflect expenditures must be provided with Subrecipient bi-monthly report.

15.2 Rehabilitation. Subrecipient shall complete an inspection of property using HUD-52580-A Inspection Form. Subrecipient shall complete an environmental review on each property to be assisted. A listing of all families assisted, assistance amounts and pictures of before and after pictures must be provided with Subrecipient bi-monthly report. If the property was built prior to January 1, 1978, Subrecipient will provide copies of all lead-based paint testing results along with verification that residents have received EPA booklet entitled "Protect Your Family From Lead In Your Home" and testing results.

16. Administrative Requirements.

16.1 Financial Management.

a. Accounting Standards. The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations," or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied

for all costs incurred whether charged on a direct or indirect basis. If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 C.F.R. Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 shall apply.

16.2 Documentation and Record-Keeping.

a. Records to be Maintained. The Subrecipient shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken.

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.

(3) Records required to determine the eligibility of activities.

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.

(6) Financial records as required by 24 C.F.R. Part 570.502, and OMB Circular A-110.

(7) Other records necessary to document compliance with Subpart K of 24 C.F.R. § 570.

(8) Records documenting compliance with environmental review regulations as required by 24 C.F.R. Part 58.

b. Retention. The Subrecipient shall retain all written and electronic records pertinent to expenditures incurred under this Agreement for a period of five years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five years after final disposition of such property. Records for any displaced person must be kept for five years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

c. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request.

d. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Property Records. The Subrecipient shall maintain real property inventory records with clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 C.F.R. Parts 570.503(b)(8), as applicable.

f. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), submitting final close-out reports to the City and determining the custodianship of records.

g. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy concerning Subrecipient audits and, as applicable to OMB Circular A-133.

16.3 Reporting and Payment Procedures.

a. Program Income. The Subrecipient shall report monthly all program income as defined at 24 C.F.R. § 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 C.F.R. § 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG

funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of $25,000 is either a) used to meet one of the national objectives in 24 C.F.R. § 570.208 (formerly 24 C.F.R. § 570.901) until five (5) years after the expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City or b) not used in accordance with the one of the national objectives in 24 C.F.R. § 570.208 (formerly 24 C.F.R. § 570.901), in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment if Program income to the City. However, no payment is required after five (5) years after the expiration of the Agreement.

b. Indirect Cost. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

c. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

d. Progress Report. The Subrecipient shall submit bi-monthly Progress Reports to the City in the form, content and frequency as required by the City. The Progress Reports are due no later than September 15th, November 15th, January 15th, March 15th, May 15th and July 15th of each year. The Subrecipient will submit other reports regarding contract activities and the demographics of the populations served upon the request of the City.

16.4 Procurement.

a. Compliance. The Subrecipient shall comply with City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

b. OMB Standards. The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and Property Management Standards as modified by 24 C.F.R. § 570.502(b)(6), covering utilization and disposal of property.

c. Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

d. Recovery Act. Pursuant to the Recovery Act:

(1) All of the iron, steel, and manufactured goods used in the Services are to be produced in the United States; provided, however:

(2) Subsection (a) shall not apply in any case or category of cases in which the Administrator of HUD finds that –

(a) applying Subsection (a) would be inconsistent with the public interest;

(b) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(c) inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall Services by more than 25 percent.

(3) The foregoing waiver shall take effect if the Administrator of HUD shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(4) This provision of this Agreement shall be applied in a manner consistent with United States obligations under international agreements.

16.5 Records and Employer Sanction Laws Audit Rights. Subrecipient's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Subrecipient and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Subrecipient and its subcontractors are complying with the warranty under subsection 16.6 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 (1) evaluation and verification of any invoices, payments or claims based on Subrecipient's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Subrecipient's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.6 below. To the extent necessary for the City to audit Records as set forth in this subsection, Subrecipient and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Subrecipient pursuant to this Agreement. Subrecipient and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Subrecipient or its subcontractors reasonable advance notice of intended audits. Subrecipient

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.

16.6 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Subrecipient 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). Subrecipient'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.

17. Relocation, Real Property Acquisition and One-For-One Housing Replacement. The Subrecipient agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. § 570.606(b), (ii) the requirements of 24 C.F.R. § 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act, and (iii) the requirements in 24 C.F.R. § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

18. Personnel and Participant Conditions.

18.1 Civil Rights

a. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

b. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

c. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 C.F.R. §§ 570.601 and 570.602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under

this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the City and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

18.2 Affirmative Action

a. Plan. The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Small, Minority, Disadvantaged, Women-Owned Business Enterprises and Labor Surplus Area Firms. The Subrecipient will use its best efforts to afford small, minority, disadvantaged, women-owned business enterprises and labor surplus area firms the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "minority and women-owned business enterprises" mean a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Labor surplus area means a geographical area identified by the U.S. Department of Labor in accordance with 20 CFR Part 654 Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus. The Subrecipient may rely on written representation by businesses regarding their status as small, minority, disadvantaged, women-owned business enterprises and labor surplus area firms in lieu of an independent investigation.

c. Access to Records. The Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The Subrecipient will include the provisions of subsections 18.1, Civil Rights and 18.2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Subrecipients or subcontracts.

18.3 Employment Restrictions

a. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

b. Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this subsection. Such documentation shall be made available to the City for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contracts engaged in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this subsection.

c. "Section 3" Clause.

(1) Compliance. Compliance with the provisions of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701, the regulations set forth in 24 C.F.R. § 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements. The Subrecipient further agrees to comply

with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs, and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this "Section 3" Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include the "Section 3" Clause set forth above in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. § 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.9, the following provisions shall apply:

(1) Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

(2) Content. The Subrecipient shall cause all the provisions of this Agreement in its entirety to be incorporated into and made a part of any subcontract executed in the performance of this Agreement.

(3) Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

b. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

c. Conflict of Interest; No Financial Interest. The Subrecipient agrees to abide by the provisions of 24 C.F.R. § 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

d. Lobbying. The Subrecipient hereby certifies that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) It will require that the entire language of subsection 18.4(d)(4), Lobby Certification, be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. Patent and Copyrights. If this Agreement results in any patents or copyrightable materials or inventions, the patents, copyrightable materials or inventions will be the property of the City and shall not be used or released by the Subrecipient or any other person except with the prior written permission of the City.

f. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 C.F.R. § 570.200(j).

g. Drug Free Workplace. The Subrecipient certifies that it will provide a drug-free workplace by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Establishing a drug-free awareness program to inform its employees about:

(a) The dangers of drug abuse in the workplace.

(b) The grantees policy of maintaining a drug-free workplace.

(c) Any available drug counseling, rehabilitation, and employee assistance programs.

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph 18.4(g)(1) above.

(4) Notifying the employee in the statement required by paragraph 18.4(g)(1) above that, as a condition of employment under the Agreement, the employee will:

(a) Abide by the terms of the statement.

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

(5) Notifying the City within ten days after receiving notice under subparagraph 18.4(g)(4)(b) above from an employee or otherwise receiving actual notice of such conviction.

(6) Taking one of the following actions, within 30 days of receiving notice under subparagraph 18.4(g)(4)(b) above, with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee, up to and including termination.

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 18.4(g)(1), (2), (3) (4), (5) and (6).

19. Environmental Conditions.

19.1 Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (i) Clean Air Act, 42 U.S.C., 7401, et seq., (ii) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, (iii) Executive Order 11738, providing for the Administration of the Clean Air Act and the federal Water Pollution Control Act and (iv) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

19.2 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in

an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

19.3 Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608, and 24 C.F.R. Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

19.4 Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the federal, state or local historic property list.

20. Energy Policy and Conservation Act. The Subrecipient agrees to comply with the Energy Policy and Conservation Act as set forth in Pub. L. 94-163 insofar as they apply to the performance of this Agreement.

21. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Subrecipient certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Subrecipient submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

"**Subrecipient**"

HOUSING OUR COMMUNITIES, INC., an Arizona non-profit corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of HOUSING OUR COMMUNITIES, INC., an Arizona non-profit corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOUSING OUR COMMUNITIES, INC.

[RFP]

See following pages.

REQUEST FOR PROPOSALS
FOR
NSP HOMEBUYER ASSISTANCE PROGRAM

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**NS 09-043**
Solicitation Title:	**NSP Homebuyer Assistance Program**
Release Date:	**February 3, 2009**
Advertisement Dates:	**February 3 & 6, 2009 – West Valley View** **February 6, 2009 – Arizona Business Gazette**
Final Date for Inquiries	**February 19, 2009**
MANDATORY Prospective Proposer's Conference:	**February 12, 2009** **2:00 p.m.** (local time, Phoenix, Arizona) Avondale Civic Center Sonoran Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
Due Date and Time:	**February 26, 2009** **3:00 p.m.** (local time, Phoenix, Arizona)
Target City Council Award Date:	**April 6, 2009**
City Representatives:	**Andrew Rael** **arael@avondale.org** **623-333-2715** **Frank Graham** **fgraham@avondale.org** **623-333-2029**

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I. RFP PROCESS; AWARD OF AGREEMENT

1. Purpose; Background. The City of Avondale (the "City") is issuing this Request for Proposals (this "RFP") seeking proposals from qualified community firms, agencies or collaborations (the "Vendor") to implement a homebuyer assistance program (the "Services"), as more particularly described in the Subrecipient Agreement (*see* Section B of the RFP) and the Scope of Work attached thereto as Exhibit C. In accordance with the City's Procurement Code, the City will accept competitive sealed proposals ("Proposals") for the Services specified in the Scope of Work in the Subrecipient Agreement. The selected Vendor will be required a sign a Subrecipient Agreement with the City in a form acceptable to the City Attorney to ensure compliance with the City's policies, procedures and regulations and all other applicable state and federal regulations.

The Neighborhood Stabilization Program, Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA"), appropriated $2,466,039 for the City for assisting in the redevelopment of foreclosed homes. The U.S. Department of Housing and Urban Development (HUD) issued regulations on September 29, 2008 specifying the activities that may be undertaken by local governments for the use of the funds (the "Regulations"). This RFP has been issued to secure services for homebuyer assistance activities eligible under the Regulations. Total funding for the Program is approximately $1,230,000 (the "Program Funds"). It is expected that approximately 40 homebuyers will be assisted with the Program Funds. The selected Vendor will select the qualified homebuyers using one of two methods: a) 100% consumer-based program whereby the selected Vendors assists a qualified homebuyer purchase the home or b) a secondary approach whereby the selected Vendor purchases the home, refurbishes the home and resells it to a qualified homebuyer ("the Secondary Approach"). The Program is designed to be consumer driven; however, under certain circumstances the selected Vendor may utilize the Secondary Approach upon prior approval from the City.

The selected Vendor shall implement all aspects of the homebuyer assistance program including contract administration, marketing, Real Estate Owned ("REO") property identification, application intake and determining whether the homebuyers are qualified under the Regulations, homebuyer counseling, homebuyer education, purchase negotiation and contract transactions with REO, loan servicing and long-term compliance.

The City will take affirmative steps to locate small, minority, disadvantaged, women-owned business enterprises and labor surplus area firms to encourage these vendors to participate in submitting Proposals and providing services. Small, minority, disadvantaged, women-owned business enterprises and labor surplus area firms are encouraged to submit a Proposal on this Request for Proposals. The City will not discriminate against any anyone on grounds of race, color, religion, gender, national origin, age or disability. It is the City's policy that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire and promote regardless or race, color, religion, gender, national origin, age or disability.

2. Preparation/Submission of Proposal. Agencies are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The City shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

2.2 Submittal Quantities. Interested parties must submit **one (1) original** and **five (5) copies (six (6) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **12 (twelve)** pages to address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt**. Failure to adhere to the page limit and size criteria and font shall size result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

2.4 Vendor's Responsibilities. All Vendors shall (a) examine the entire RFP, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a Proposal and (d) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5 Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title**, NS 09-043 NSP Homebuyer Assistance Program**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible fore the pre-opening of, post-opening of, or the failure to open, any Proposal s not properly addressed or identified.

2.6 Pricing and Budget. The Vendor shall submit the same number of copies of the Pricing and Budget as described in Section I, 2.2 in a **separate, sealed envelope** enclosed with the Vendor's Proposal. The Pricing and Budget shall be inclusive of all of the services in the Scope of Work described in the Subrecipient Agreement in Exhibit C. A sample Budget is attached to the Subrecipient Agreement as Exhibit D.

2.7 Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8 Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9 Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **60** days after the Due Date and Time of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Deadline.

3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the City Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the final date for inquiries indicated on the cover page of this RFP or submitted verbally (a) at the Prospective Proposer's Conference on the date indicated on the cover page of this RFP or (b) after the Prospective Proposer's Conference but before the final date for inquiries indicated on the cover page of this RFP. In the event the City is closed on the final date for inquiries indicated on the cover page of this RFP, the Vendor may submit the question(s) via voicemail or e-mail to one of the City Representatives. Any inquiries related to this RFP shall refer to the number and title, page and paragraph.

However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the RFP's Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered**. Answers to all questions received in writing or via e-mail or verbally at the Prospective Proposer's Conference will be mailed, sent via facsimile and/or e-mailed within two (2) business days following the Prospective Proposer's Conference to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions submitted in any form will be answered after the final date for inquiries listed on the cover of this RFP.

5. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

6. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax.

7. Prospective Proposer's Conference. A Prospective Proposer's Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Prospective Proposer's Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Prospective Proposer's Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

8. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

9. Confidential Information. Vendors are requested not to include confidential information in the Proposal submittal. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the City

Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

10. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Vendor certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

11.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Subrecipient Agreement.

11.4 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

11.5 Subrecipient Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Subrecipient Agreement, including the Scope of Work and other Exhibits.

12. Award of Agreement.

12.1 Evaluation. A Selection Committee composed of representatives from the City and the Neighborhood and Family Services Coalition will conduct the selection process according to the schedule listed on the cover page of this RFP. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (i) the Proposal, (ii) information provided by references and (iii) criteria outlined in this RFP. The Selection Committee will enter into negotiations with the most responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City, taking into consideration the scoring criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. The selected Vendor will be required to execute the City's standard Subrecipient Agreement in a form acceptable to the City Attorney. A sample of the standard Subrecipient Agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time. After the City has entered into a Subrecipient Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

It is anticipated that the Agreement under this RFP will be awarded to a single Vendor, but the City reserves the right to make a multiple award to more than one Vendor and the City will determine the order in which the Vendors will be used. The award of the Agreement will be limited to the least number of Vendors that the City determines is necessary to meet the needs of the City.

12.2 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Proposals or portions thereof and (iii) reissue an RFP.

12.3 Protests. Any Vendor may protest this RFP issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

13. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Subrecipient Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Subrecipient Agreement is included herein.

II. PROPOSAL FORMAT; SCORING

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal Requirements. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Proposal will be scored and points awarded points based upon the scoring criteria as outlined in this RFP. Points listed below are the maximum number of points possible for each criteria and not the minimum number that may be awarded.

Section 1: General Information 5 pts

a. Provide a one-page cover letter as described in Section I, 2.3. The letter shall also clearly state that the Vendor shall certify and agree not to discriminate against any employee or person who is employed or compensated in whole or in part using funds under the Subrecipient Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status.

b. Provide a general description and information of the Vendor that is proposing to provide the required Services, including the number of years in business.

c. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name(s) of the person(s) authorized to make representations for or on behalf of the Vendor, his/her/their title(s), address(es), telephone/fax number(s) and e-mail address(es).

d. Identify the location of the Vendor's principal office and the local work office, if different.

e. Provide the completed Vendor Information Form attached as a separate appendix. See Section III of this RFP.

Section 2: Experience; References 20 pts

a. Provide a description of Community Development Block Grants ("CDBG") and HOME Investment Partnership Program ("HOME") funded homebuyer assistance programs the Vendor has been involved in within the last three (3) years. Provide descriptions of at least three (3) similar successful projects for organizations or municipalities of the same size as, or larger than, the City, conducted within the last three (3) years. As references for each project, provide,

at a minimum, the following: (1) name of company or organization (2) contact name, contact address, telephone number and email address and (4) brief description of services provided.

The above information must be current, as this will be used to verify references. The City's inability to verify the reference information provided in the Proposal shall result in the Vendor's disqualification.

b. Demonstrate fiscal responsibility by providing a recent (within 2 (two) years) annual audited financial statements.

Section 3: Qualifications and Experience of Team 20 pts

a. Demonstrate the Vendor has sufficient staff resources and expertise to operate the Program in the context of its current workload. Provide an organizational chart showing key personnel, including an identified Project Manager, to be involved in this project.

b. Identify each person who will render professional services to the City, including each person's name, title and relevant experience. Include senior members of the Vendor's firm/agency/collaboration only from the perspective their roles would be in providing services to the City. Attach a brief (two page maximum) resume for each person. Specify level of participation, if any, in the projects identified in the Experience; References section. Resumes may be attached as a separate appendix.

Section 4: Agency Availability 20 pts

a. Submit a listing of all current ongoing projects with respect to homebuyer assistance programs and similar programs.

b. Indicate the total number of staff dedicated to existing programs and the prospective services for the City's Program.

Section 5: Project Understanding and Approach 25 pts

a. Vendor shall describe its proposed services as related to the Scope of Work in the Subrecipient Agreement.

b. Vendor shall provide a summary of its services and its understanding of issues involved in assisting low-middle-moderate income homebuyers with a projected annual household gross income that does not exceed 120% of the HUD Area Median Income.

c. Provide one complete set of Homebuyer Assistance Program Operating Policies and Procedures as identified in the Scope of Work in the Subrecipient Agreement. One (1) copy of these procedures shall be included in each submitted Proposal. Homebuyer Assistance Program Operating Policies and Procedures shall be included in a separate appendix and will not be counted toward the maximum page limit.

Section 6: Price/Budget 10 pts

a. Provide a budget to implement the Program and utilize the Program Funds. A sample of the budget format is included in Exhibit D of the attached sample Subrecipient Agreement. Total funding for the Program is approximately $1,230,000. It is expected that approximately 40 homebuyers will be assisted with the Program Funds using either the 100% consumer-based program or the Secondary Approach with the City's prior approval.

b. Provide a copy of the approved indirect cost plan with indirect cost rate(s) that shall be effective during the term of the Subrecipient Agreement in the form provided on page B-13 (the "Pricing Schedule"). **In the absence of an approved indirect cost plan and indirect cost rate(s), the City will not allow indirect costs to be charged to the Program.**

c. The proposed budget and Pricing Schedule shall be submitted in a **separate, sealed envelope** enclosed with the Vendor's submitted Proposal.

Total Possible Points for Proposal: 100

III. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Subrecipient Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX #
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED, WOMEN-OWNED BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS (check appropriate item(s):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Labor Surplus Area

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

REQUEST FOR PROPOSALS
NSP HOMEBUYER ASSISTANCE PROGRAM
NS 09-043

Addendum No. 1

Date: February 24, 2009

From: Andrew Rael, Project Manager

Subject: Addendum No. 1 to the Request for Proposals No. NS 09-043

Bid Deadline: **March 2, 2009**, (REVISED) 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of a changes to the Due Date and Time and to Article I, RFP Process; Award of Agreement, of Request for Proposals No. NS 09-043 released on February 3, 2009.

ADDENDUM

1. The Due Date and Time is hereby changed to **March 2, 2009**, **3:00 PM** (local time, Phoenix, Arizona).

2. Paragraph 1, Article I, RFP Process; Award of Agreement, Section 1, Purpose; Background, is hereby amended as follows:

1. Purpose; Background. The City of Avondale (the "City") is issuing this Request for Proposals (this "RFP") seeking proposals from qualified ~~community firms,~~ NON-PROFIT agencies or collaborations (the "Vendor") to implement a homebuyer assistance program (the "Services"), as more particularly described in the Subrecipient Agreement (*see* Section B of the RFP) and the Scope of Work attached thereto as Exhibit C. In accordance with the City's Procurement Code, the City will accept competitive sealed proposals ("Proposals") for the Services specified in the Scope of Work in the Subrecipient Agreement. The selected Vendor will be required a sign a Subrecipient Agreement with the City in a form acceptable to the City Attorney to ensure compliance with the City's policies, procedures and regulations and all other applicable state and federal regulations.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR PROPOSALS

NSP HOMEBUYER ASSISTANCE PROGRAM
NS 09-043

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

_____, _____, 2009.
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

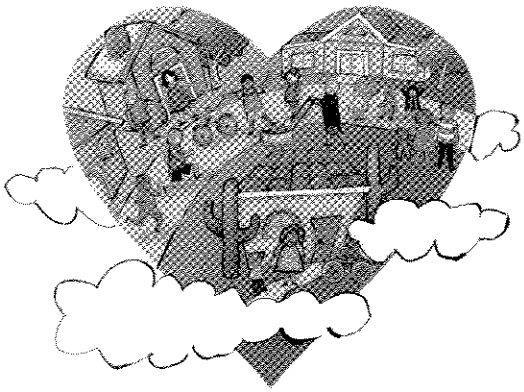
_____
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOUSING OUR COMMUNITIES, INC.

[Subrecipient's Proposal]

See following pages.



Avondale Homebuyer Assistance Program
NS 09-043

Submitted: February 26, 2009

Housing Our Communities, Inc.
251 W. Main Street, Suite 2
Mesa, AZ 85201
480.649.1335 Phone
480.649.1020 Fax

Agency Contact: John R. Smith, President & CEO

Proposal Contact: Stacy Neal, Vice President

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Attachment 1: Financial Audit

Attachment 2: Organizational Chart

Attachment 3: Resumes

Attachment 4: NSP Homebuyer Assistance Program Policies & Procedures

Attachment 5: Pricing

Attachment 6: Vendor Information Form

Attachment 7: Acknowledgement of Addenda Received, Addendum #1

HOUSING OUR COMMUNITIES
fka Housing For Mesa

February 25, 2009

City of Avondale City Clerk
11465 W. Civic Center Drive, Suite 200
Avondale, AZ 85323

RE: NSP Homebuyer Assistance Program NS 09-043

Dear City Clerk,

Enclosed please find Housing Our Communities, Inc.'s (HOC) application for The City of Avondale NSP Homebuyer Assistance Program (NS 09-043). We respectfully request **$1,230,000** in NSP funds to assist up to 40 households with the purchase of foreclosed properties by layering down payment and closing costs assistance up to $35,000 per household with up to $40,000 in rehabilitation funds. HOC believes that it will need additional resources of 1.5 FTE's to implement Avondale's NSP. HOC believes this capacity cannot be developed through unit fee collection. HOC encourages The City of Avondale consider funding this cost through the NSP administration set-aside. Initial capacity will have a direct impact upon the success of this program.

Section 1: Vendor Information

HOC is a 501 (c) 3 non-profit community housing development corporation (CHDO) *(EIN # 86-0616399)* that seeks to strengthen families, neighborhoods, and communities through quality housing. Since program inception in 1988, HOC has provided housing information and referrals for 31,434 clients, homebuyer education for 3,216 clients, individual homeownership counseling for 4,689 clients, financial skills training for 900 clients and post-purchase education and counseling for 467 clients. 1,610 households have achieved the dream of homeownership; over 400 of those households have received down payment and closing costs assistance.

HOC shall certify and agree not to discriminate against any employee or person who is employed or compensated in whole or in part using funds provided under this Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status or AIDS or HIV status.

HOC Corporate Office: 251 W. Main Street, Suite 2 Mesa, AZ 85201 *(will also be operating out of the Avondale Resource Center and Public Safety Building to provide homebuyer education and counseling services locally)*

Primary Contact: John R. Smith, President & CEO
Phone: 480.649.1335 Email: john@housingourcommunities.org
Secondary Contact: Stacy L. Neal, Vice President
Phone 480.649.1335 Email: stacy@housingourcommunities.org
Property Contact: Burt R. Neal, Property Development Director
Phone: 480.649.1335 Email: burt@housingourcommunities.org

Sincerely,

John R. Smith, President & CEO

Section 2: Experience; References

a. Provide a description of CDBG and HOME funded homebuyer assistance programs its organization has been involved in within the last three (3) years.

HOC has successfully completed 10 CDBG and/or HOME contracts within the past 3 years. HOC has completed consecutive City of Mesa CDBG contracts since 1989, which consists of client intake and referral, housing counseling, homebuyer education activities, and land acquisition. HOC has also completed 4 City of Mesa HOME contracts in the last 3 years, with one still in process, which consists of housing development services including acquisition, rehabilitation, and down payment and closing costs assistance. HOC also receives funding from the Maricopa County Consortium for housing projects including acquisition, rehab, and down payment assistance and has completed 2 contracts with one currently in process. HOC worked with the City of Flagstaff in 2006-2007 to administer general funds to be used for down payment and closing costs assistance, homebuyer education, and housing counseling services. In addition to HOME and CDBG contracts, HOC has also administered contracts or MOU's with the City of Chandler to administer ADDI (American Dream Down payment Initiative funds), Save the Family, and National Council of La Raza. Additionally HOC has a HOME contract with the Arizona Department of Housing for homes to be purchased in Mesa, Arizona.

Since program inception, HOC has administered over 65 contracts from federal, state, county and local sources, both development and housing services, totaling over $13 million dollars in public funding for affordable housing development and/or down payment assistance while meeting encumbrance deadlines, meeting or exceeding goals and remaining within budget.

References

1. Ms. Ernestine Tesarek, City of Mesa, Community Revitalization Coordinator
   20 East Main Street, Suite 650
   P.O. Box 1466
   Mesa, AZ 85211-1466
   Phone 480.644.3020
   Ernestine.Tesarek@mesaaz.gov

   Services Provided: Administering HOME and CDBG funds for The City of Mesa-homebuyer education, housing counseling and client assistance, acquisition/rehabilitation program, and down payment/closing costs assistance. HOC purchases and rehabilitates between 14-16 homes per year under these programs, not including current NSP .

2. Ms. Renee Ayres-Benavidez, Director, Maricopa County Community Development
   222 North Central, Suite 5200
   Phoenix, AZ 85004
   Phone 602.372.1535 ext 206
   Fax 602.240.6960
   ayresr@mccd.maricopa.gov

   Services Provided: Administering Maricopa County HOME CHDO contracts – homebuyer education, housing counseling, acquisition/rehabilitation of homes located in unincorporated Mesa and Chandler, and down payment/closing costs assistance. HOC purchases and rehabilitates between 6-8 homes in this program per year. Future projects

include acquisition of rental properties as well as a project in Chandler to acquire and rehabilitate existing homes.

3. Sarah Darr, Community Housing Manager, City of Flagstaff
   211 W. Aspen Avenue
   Flagstaff, AZ 86001
   Phone 928.779.7632 ext 7262
   Fax 928.779.7684
   sdarr@ci.flagstaff.az.us

   Services Provided: HOC administered The City of Flagstaff Community Homebuyer Assistance Program (CHAP) during 2006-2007. Using City of Flagstaff general funds, HOC provided down payment and closing costs assistance, homebuyer education, and housing counseling. This program resulted in 14 households purchasing their first home.

4. Pam Large, Assistant Community Development Coordinator, City of Chandler
   P.O. Box 4008
   Mail Stop 600
   Chandler, AZ 85244-4008
   Phone 480.782.4354
   Pam.large@chandleraz.gov

   Services Provided: HOC is currently administering the ADDI funds through a MOU with The City of Chandler. Three households have already been assisted in 2008 and it is expected that a total of 8-10 households will be assisted upon completion of the project. Funds for 2008-2009 are also being committed to HOC through an MOU.

5. Renee Martucci, Community Development and Revitalization Specialist, ADOH
   1110 W Washington Street, Suite 310
   Phoenix, Arizona 85007
   Phone 602.771.1022
   reneem@housingaz.com

   Services Provided: HOC is currently administering an ADOH HOME contract for 2008-2009. No funds have been utilized however families are currently out looking for properties under this contract.

b. Demonstrate fiscal responsibility by providing a recent annual audited financial statement (within the past 2 years).

See **ATTACHMENT #1**

Section 3: Qualifications and Experience of Team

a. Demonstrate the Agency has sufficient staff resources and expertise to operate a homebuyer assistance program in the context of its current workload.

HOC currently has a full time staff of 10 individuals and 2 accounting consultants. See **ATTACHMENT #2** for organizational chart. The agency has 4 departments; Property Development, Homebuyer Education & Counseling, Organizational Development Accounting/Legal, and Real Estate Development/Consultants

b. Key Staff – Please see **ATTACHMENT #3** for resumes – All listed staff/consultants below have participated in agency HOME and CDBG projects within the past 3 years at HOC.

1. John R. Smith, CEO –Provides supervision of all HOC programs. Mr. Smith will act as overall supervisor of the program as well as participate in Program Development/Compliance activities. Mr. Smith has 19 years of experience in affordable housing development. During his tenure, Mr. Smith has transformed HOC from one with a very small budget to the current annual budget of over $21 million. Mr. Smith also increased agency stability by forming 1 subsidiary nonprofit corporation and 5 for profit corporations. At the same time, Mr. Smith has maintained multiple, diverse and long term partnerships. Mr. Smith is responsible for financial agreements with all lending partners that provide both interim and permanent financing; develops contracts and agreements with local, county, and/or state government officials; works directly with all funding partners; reviews and approves all project and operating financial budgets; identifies and handles the negotiations to purchase either vacant land for development or acquisition of existing properties for rehabilitation; and has management oversight on all projects to ensure the delivery of projects both on time and within budget. Mr. Smith is also certified to instruct homebuyer education classes for the agency. john@housingourcommunities.org

2. Stacy Neal, Vice President – Establishes funding and program partnerships that will increase program capacity; explores funding availability for all HOC programs; performs all grant writing as well as the creation and implementation of project and operating budgets; conducts all contract reporting requirements and compliance; and oversees marketing/outreach activities for the agency. In addition to these activities, Ms. Neal is also a Certified Housing Counselor through Neighborworks and performs counseling activities on an as needed basis as directed by the Education and Counseling Director. Ms. Neal will provide compliance activities for this contract including project draws, reporting, and other compliance items requested for this project. Ms. Neal will be the Project Manager for this contract. Ms. Neal has been with Housing Our Communities for 13 years. stacy@housingourcommunities.org

3. Burt Neal, Property Development Director- Supervises and coordinates all property related activities within the Property Development Department including acquisition/rehab, new construction, and large scale development projects in Arizona and Nevada. Mr. Neal is a licensed Home Inspector with the State of Arizona and provides this service in conjunction current HOC acquisition/rehab programs. Mr. Neal will manage ordering all necessary home inspections, environmental inspections, and provide a review of the property prior to closing to ensure all criteria has been met. Mr. Neal also provides all oversight of the rehabilitation projects in states, coordinating contractors, sub- contractors, rehab specifications, and the overall management of the for-profit construction company, HFM Builders. Mr. Neal has worked for the agency for 5 years and has Neighborworks certifications in Design and Development, Housing Property Management, Cost Estimation for Rehab Specialists, Liability & Risk for Non-Profit Developers, and Housing Production. In addition, Mr. Neal is in the process of becoming an FHA certified 203(k) costs consultant to assist clients with the rehabilitation associated with those loan programs. burt@housingourcommunities.org

4. Brenda Lopez, Education and Counseling Director, Bilingual – Provides supervisory role of Homebuyer Education and Housing Counseling services; provides oversight on project

specific marketing; works with Project Manager on reserving funds for eligible participants; assists with payment requests when needed; manages online counseling database for use in program reporting/compliance; provides down payment/closing costs assistance to eligible participants; and oversees all client assistance. Ms. Lopez has been with the agency for 5 years. Ms. Lopez is currently certified as a Housing Counselor and Education Instructor through Neighborworks and the National Council of La Raza (NCLR). Ms. Lopez is also certified as a Foreclosure Prevention Counselor through NCLR/HUD and provides oversight of HOC and HFN foreclosure counseling departments. brenda@housingourcommunities.org

5. Graciela Hernandez, Bilingual Housing Counselor, Bilingual – Performs individual counseling, marketing/outreach, and assists with down payment/closing costs assistance programs administered by HOC. Ms. Hernandez is a certified housing counselor through NCLR/HUD. Ms. Hernandez worked in the mortgage industry for three years before taking a position at HOC as a Bilingual Housing Counselor. graciela@housingourcommunities.org

6. Sara Barnes, Housing Counselor- Performs individual counseling, marketing/outreach, and assists with all government down payment/closing costs programs, including NSP. Ms. Barnes has been with HOC since August 2008 and has since become a certified housing counselor through NCLR/HUD. sara@housingourcommunities.org

7. Jessica Bencomo, Client Services Coordinator, Bilingual – Provides initial intake and client assistance services. Ms. Bencomo also assists with homebuyer education and marketing/outreach. Ms. Bencomo has been with the agency for 6 years and is very knowledgeable on available housing programs, resources, and educational tools to assist families into homeownership. Ms. Bencomo is also in charge of the creation of marketing materials and outreach for all agency programs. jessica@housingourcommunities.org

Sub-Contractor(s)

- Bettina Franco – HOC Homebuyer Education – Bilingual Homebuyer Education Instructor – Teaches homebuyer education for HOC; has served as a consultant for over 11 years in Maricopa County and other communities across the state of Arizona. Ms. Franco is a certified NeighborWorks Instructor and has taught homebuyer education classes for HOC and other non-profit agencies across Maricopa County. Ms. Franco is bilingual and very knowledgeable in real estate, first time homeownership programs, mortgage financing, and housing resources.
- Mark Appleby – Licensed HQS Inspector/Environmental Services – Inspects eligible properties for HQS items and performs environmental reviews of the property. Mr. Appleby has been in the industry for 27 years as a primary environmental review developer and manager. Mr. Appleby will be contracted to perform inspections on this project.
- Home Inspectors – HOC will work with licensed home inspectors selected by the borrower to perform a standard home inspection. This will assist HOC property development staff in identifying work to be completed as well as cost consultation on the rehab itself.
- Real Estate Professionals – HOC will put out an RFP for participating real estate agents as the training would be required for realtors to work within the program guidelines of NSP. HOC will select realtors whom currently work with non-profit

organizations in order to work with qualified individuals who are aware of government funding restrictions. In addition, as contracts will need to be negotiated, HOC will need to be involved extensively and this would allow for a standard of communication to be set between HOC property development staff, counselors, clients, and the sellers representation.

- Contractors – HOC will work with licensed, bonded general contractors to perform all necessary rehabilitation items to bring properties up to Housing Quality Standards (HQS) identified by The City of Avondale, Maricopa County Consortium rehab standards, and local maintenance/building codes.

Section 4: Agency Availability

a. List of all current ongoing projects with respect to homebuyer assistance programs and similar programs

Current Government Related Contracts:

- City of Avondale 08-10 – (in process) – Down Payment/Closing Costs Assistance, counseling, education, minor rehabilitation
- City of Mesa HOME 07-08 (closing out), 08-09 (in process) - Acquisition/Rehab of existing Mesa properties
- City of Mesa CDBG 08-09 (in process) – Client Intake & Referral, Homebuyer Education, Housing Counseling
- City of Mesa CHDO Operating 08-09(in process), 08– Portion of operating costs for agency
- City of Mesa ADDI funds 04-09 (in process) - down payment and closing costs assistance program
- City of Chandler ADDI funds 07-09 (in process) - down payment and closing costs assistance program
- Maricopa County HOME CHDO 06-07, 07-08 (in process and closing out) – acquisition/rehab in unincorporated Maricopa county and Chandler, down payment and closing costs assistance, development services
- Maricopa County HOME CHDO 08-09 – to acquire rental property in Peoria, AZ
- City of Peoria HOME and CDBG 08-09 – to acquire rental property in Peoria, AZ
- Arizona Department of Housing HOME 07-09 (in process) – acquisition/rehab for homes located in Mesa, down payment and closing costs assistance, housing development services
- National Council of La Raza – 07-08 (in-process) – HUD funds to pay for housing counseling and homebuyer education

Other Programs:

- Rio Rico Desert Estates - HOC has completed development on the first 2 of 37 single-family homes on land currently owned by HOC. HOC anticipates that 50% of these units will be workforce housing with the remaining 50% being developed as market rate units. A complete development team has been assembled. Education, counseling services, and down payment assistance programs have been identified. Marketing and outreach consultants are fine tuning marketing materials. Real estate and title services have been secured.
- Coolidge Station Apartments – HOC is the managing member of a 24 unit tax-credit apartment complex in Coolidge, Arizona.

- LISC (Local Initiatives Support Corporation) – LISC is a national corporation with a community focus. LISC has been providing grants to HOC over the last 11 years to support the following: program implementation in targeted neighborhoods; technical assistance for corporate geographic expansion; and the introduction of a dedicated financial services department. LISC has also been integral in the development of the Sustainable Homeownership Initiative (SHO)

b. Staff Dedicated and Implementation

Seven staff members based on their field of expertise will assist in the administration of the Avondale NSP Homebuyer Assistance Program. No single staff will be assigned full time to this project. HOC believes that it is vital for this project to utilize the skill sets of our senior staff along with program support staff in order to implement this project as well as potentially hiring additional staff if funds are available through The City of Avondale, as stated in the cover letter.

Section 5: Project Understanding and Approach

a. Proposed Services Provided – Scope of Work

HOC will administer the NSP Homebuyer Assistance Program offered by The City of Avondale to low-middle income households, up to 120% of the area median income, who are looking to purchase a foreclosed property in targeted communities within the city of Avondale. HOC will administer all aspects of the consumer-driven program which includes contract administration, marketing, Real Estate Owned (REO) property identification, application intake and eligibility, housing counseling, homebuyer education, purchase negotiation and contract transactions with REO holders, loan servicing, and compliance. HOC will provide local counseling and education services in Avondale at the Avondale Resource Center and Public Safety Building on an as needed basis as well as provide services at the corporate office location in Mesa, AZ.

HOC will implement the program which will convert vacant, foreclosed, bank owned, and sometimes stripped out homes into refurbished homes owned and occupied by low-middle income households. It is the intent of HOC to charge The City of Avondale, not the borrower, for allowable fees including education, outreach, counseling, and developer services If HOC would like to administer subcontracts under this agreement, HOC will work within Avondale guidelines to meet all necessary compliance for these agreements. HOC may want to subcontract to NHS of Southwest Maricopa County, Chicanos Por La Causa, and Community Services of Arizona to provide services in Avondale and reach a larger pool of clients through existing pipelines and partnerships already established through the Sustainable Home Ownership Initiative (SHO).

Households provided financial assistance must meet all client eligibility requirements including income, employment stability, and credit before qualifying for a mortgage but lack the savings to pay all required down payment and closings costs, in addition to not having resources for rehabilitation to bring properties up to industry standards. All guidelines per the 24 CFR Part 92 will be followed. The program will consist of the following components:

Affirmative Marketing and Outreach: HOC will implement the program by providing outreach and marketing to the community of Avondale through resources such as the public library, schools, grocery stores, large employers, police and fire departments, mortgage companies, real estate agents, title companies, and through existing HOC partnerships. In hopes of meeting all goals, HOC will especially target teachers and public safety personnel. HOC will establish an education schedule of classes and will

begin individual counseling, upon request, for eligible households looking to determine program eligibility. HOC will market the program under HERA and CDBG guidelines to households located within the city of Avondale and to those looking to live within the Avondale community. Program information including flyers, brochures, and newspaper ads will immediately be disbursed notifying the community of the existing program. Lenders, realtors, and title companies will be among the first to receive the information in order to generate a pool of eligible clients. All marketing materials will be provided in both English and Spanish and will contain all affirmative marketing language ie. Accessibility, Equal Housing Opportunity logo, and affirmative marketing disclosures.

HOC will also take affirmative steps to locate small, minority, disadvantaged, women-owned business enterprises and labor surplus area firms to encourage these vendors to participate in submitting proposals and providing services administered in this contract.

Homebuyer Education: Certified instructors teach this 8-hour FHA-approved course in English and Spanish in a group setting. This class covers the entire home buying process. Specific topics include: 1) Understanding Home Ownership; 2) Life-Long Money management; 3) Financing A Home; 4) Qualifying for a Mortgage; 5) Shopping for a Home; 6) The Loan Application Process; 7) The Closing Process; 8) Getting to Know and Taking Care of the Home; and 9) Predatory lending. Using curriculum from NeighborWorks, FHA, Freddie Mac, and Fannie Mae, HOC has designed its own materials to be provided to participants. Guest speakers and community volunteers also participate by speaking on topics such as mortgage readiness, insurance, home inspections, and the closing process. Classes will be offered on-site at HOC and/or at other locations in Avondale such as the Public Safety Building, Avondale Resource Center, public library, community colleges, hotel conference rooms, or other available facilities.

Housing Counseling: English and Spanish appointments are facilitated by HUD-certified counselors, one-on-one with the client in a closed door office to protect their privacy and confidentiality in accordance with HUD guidelines. Before clients will be seen one-on-one, an HOC application must be filled out in order for consent to pull credit as well as any necessary information for the counselor to review prior to the meeting.

1) *Pre-Purchase Counseling:* At the initial Pre-Purchase counseling session, a folder is given to the client to take home to review with information on budgeting, saving, maintaining good credit, etc. Counselors verify client's income through pay stubs, W-2 forms, and third-party verifications using HUD's Definition 2: Annual Income as reported on the Census Long Form. A tri-merge credit report is also reviewed with the client and any discrepancies are then addressed. Counselors develop a work plan for households up to 24 months who cannot qualify for a mortgage loan to assist them in achieving homeownership. At this time these households enter the incubation program. Upon completion of their work plan, counselors review the loan application process with the client. Counselors also provide specific information on assistance programs that help families with homeownership and mortgage products targeting low and moderate income buyers.

2) *Program Eligibility:* All buyers must; 1) Qualify as a low-middle income household under 120% of the Area Median Income at the time of application; 2) Complete homebuyer education and housing counseling; 3) Demonstrate an ability to assume the financial responsibilities of homeownership and meet debt ratio of 33/41; 4) Contribute a minimum of 1% of the sales price towards the purchase of the home; and 5) Purchase a foreclosed REO home at the designated reduced percentage of 5-15% of the current appraised value located within targeted communities in Avondale, Arizona.

3) ***Loan Origination:*** Once clients are deemed eligible, HOC counselors will provide lender referrals as well as refer to additional resources that may be available. A loan review is also completed to determine the mortgage meets all qualifications by utilizing the Good Faith Estimate (GFE) and Truth-in-Lending (TIL) documents provided by the lender. This will include the following criteria: 1) mortgage loans are 30-year fixed interest rate loans; 2) mortgage loans are not sub-prime loans; 3) mortgage loans have reasonable interest in line with current prevailing interest rates; 4) closing costs are not excessive; 5) lender fees are not excessive; 6) mortgage lender underwriting is using debt ratios not to exceed 33% for the housing payment and 41% for the maximum total debt (33/41).

4) Property Review and Rehabilitation: Once the mortgage is determined eligible, the client will then go out shopping for a property within their price range as identified by the housing counselor. If a property is identified, HOC will request an environmental, HQS inspection, appraisal, standard home inspection, and if necessary a lead based paint inspection to be performed on the property during its 15 day contingency period. Once all inspections are completed, necessary rehab items will be identified and a cost estimation of rehab to be performed will be completed by the HOC property department. Items may be negotiated with the seller however funds up to $40,000 can be used for rehabilitation if needed. HOC will utilize licensed, bonded contractors and subcontractors to perform the rehabilitation necessary to bring the property up to HQS/Maricopa HOME Consortium rehab standards/local maintenance and building codes. HOC will also incorporate energy efficiency improvements as well as green building standards whenever possible. HOC is also in discussions with The Home Depot Foundation and the ASU Stardust Center for Affordable Homes to provide a grant to incorporate innovative ways to ensure long-term energy efficiency and affordable costs into these rehabilitated homes in Avondale. Items such as materials, appliances, and fixtures will increase energy and water efficiency in the homes and will enhance thermal comfort and attractiveness while reducing operational costs.

The home may not exceed $300,000 as determined by the participating jurisdiction or not to exceed the FHA mortgage limit. HOC counselors will calculate needed assistance on the property along with the Project Manager according to the FMV, 1st mortgage secured by the borrower, rehabilitation costs, and any additional funds going into the purchase. Once an amount is determined, HOC will notify the City of Avondale of required rehabilitation on each property and will draw necessary funds once a cost estimate is provided. Once HOC has funds needed for rehab, HOC will order the work and pay contractor upon final inspection and work completion. All necessary rehabilitation documentation will be kept in an individual property notebook for each address under this contract.

5) ***Down Payment & Closing Costs Assistance:*** To ensure affordability, HOC will use NSP funds to provide eligible buyers with down payment and closing costs assistance up to $35,000, $5,000 of which can be used for closing costs and $30,000 for down payment assistance. Each property may also receive up to $40,000 in rehab and repairs. These funds will be distributed on an as needed basis and all costs will be evaluated to determine eligible down payment assistance and eligible closing costs assistance. The use of a pre-audit settlement statement from the title company will help in determining needed funds prior to closing. Once the final amount of funds is determined, HOC will submit its request of funds wire to The City of Avondale for closing. If all funds under this NSP contract are used, there will be a waiting list created by the Education and Counseling Director, to ensure all participants will be provided with fair and equitable service. Once future funds are made available, the waiting list will then be notified in subsequent order.

The down payment funds will be held in the form of a due upon sale or transfer, zero interest, zero payment, second mortgage. The closing costs will be provided in the form of a grant. Rehabilitation funds can be provided as a gift, included in the 2nd, or provided as a 3rd mortgage as determined by The City of Avondale. The second mortgage is secured by a deed of trust and promissory note and The City of Avondale will be listed as the beneficiary of the funds. These documents will be prepared by HOC and

given to the title company to record at time of closing. Utilizing NSP funds in this manner will increase the housing opportunities for low-middle income persons who desire to live within the city of Avondale and the targeted communities.

4) *Pre-Close Counseling and Title Review:* Counselors coordinate the close of escrow with the title company, lender, realtor, and client. HOC Counselors will review the closing documents with the client at a Pre-Close counseling session. HOC Counselors present the client with a pre-close folder for their records containing certification of program completion and an ample amount of special help information including budgeting guidelines to reinforce what clients have learned in education and counseling, a seasonal maintenance schedule, community resources that help address neighborhood issues, how to be remove your name from marketing lists, natural gas appliance safety tips, home warranty information, etc. Clients that purchase through HOC average *25* hours of education and counseling services prior to close of escrow.

All counseling is tracked in an online database called CounselorMax® where each household has their own file. Counseling reports are printed for each completed homeowner to store in each hard-copy file.

Post Purchase Services: ***HOC understands that these services are not included or paid for by NSP funding however these services will be offered to clients regardless of program as part of the continuum of services provided by HOC. HOC will provide all assisted households with post-purchase services upon client request. This may include but is not limited to education, refinance counseling, loan pay-offs, financial management, loss mitigation, foreclosure prevention, and property maintenance.

1) *Post-purchase Loan Servicing:* HOC will provide post-purchase services for all program recipients that have received NSP funds to purchase their home. HOC will be the primary contact along with The City of Avondale if clients wish to sell, refinance, or have other general questions. HOC will be able to work with The City of Avondale in relation to these types of activities. The City of Avondale will only subordinate its position if the refinance does not include any "cash out" options or an increase in monthly payment.

2) *Post Purchase Counseling / Foreclosure Prevention:* HOC provides counseling for program assisted households that are facing a number of barriers throughout homeownership. Some topics covered in post-purchase counseling are budgeting, increasing income, refinance, default, remodeling, and foreclosure prevention strategies. In the event of a foreclosure prevention counseling, the following topics will be discussed: Identification of the reason for delinquency and determination of when the family will be able to bring the mortgage current; Creation of a work plan and post-purchase budget that accurately reflects the family's repayment strategy; Helping the family contact the lender/servicing company to explain the lateness and work out a solution; and identifying the proper intervention strategy. Due to the increased need for these services, HOC will be exploring potential partnerships and collaborations that will benefit homeowners in Avondale by providing Default Foreclosure Prevention counseling and saving the homes for many Avondale residents.

Reporting/Program Compliance: HOC will provide The City of Avondale with bi-monthly reports which will include: information on households receiving assistance; property information; necessary demographic and household information; closing dates; settlement statements; and a funds report showing all funds utilized to date. This will occur until all funds have been expended at which time HOC will provide a contract close out report covering all eligible NSP activities within the contract. Any audits and inspections of the project can be done by city staff whenever deemed necessary. HOC will cooperate in any requests made by city staff and will make all program related records available for review with reasonable notice. HOC will also provide a semi-annual small, minority, disadvantaged, women business

enterprises and labor surplus area firms and Contractor and Subcontractor Activity Reports for submission to the City as required by HUD.

b. Summary of Services and understanding issues involved

HOC will provide all necessary components of the NSP Avondale Homebuyer Assistance Program as outlined in the Scope of Work. This will include homebuyer education for 400 households, individual housing counseling for 100 households, and down payment/closing costs assistance/potential property rehabilitation for up to 40 homebuyers to purchase a home in the targeted communities within city limits of Avondale. HOC will utilize its existing relationships with lenders, title companies, and realtors to administer this program with efficiency and will comply with all program guidelines as specified by The City of Avondale. As a 20-year old non-profit housing organization, HOC feels it can carry out this contract and assist households realize their dream of ownership. As seen in the program funding history, HOC has always met all goals set up by a government entity and maintains all compliance with each contract.

In HOC's history of working with first time homebuyers and low-moderate income households, HOC has experienced first hand the barriers that each household faces when determining their readiness for homeownership. Many of the barriers include lack of savings, credit issues, and employment stability. These barriers extend beyond just those with low-income but many families at all income levels face the same challenges when purchasing a home. With HOC's incubation program where clients are given an individual work plan which helps to guide them to their goals by overcoming these barriers, many of these clients will become homeowners. Many of them will not purchase during the first year, but in year two many of those clients have cleaned up their credit issues, increased their personal savings, and have maintained employment stability in order to qualify for a 30-year fixed rate mortgage. At this time, the counselor works with them to determine which lender fits their needs and will provide them with more buying power due to decreased interest rates or reduced fees. With this comprehensive counseling program, a pipeline of clients will be created and will purchase over several years in the city of Avondale. In turn, by administering the down payment assistance program, HOC can immediately determine client eligibility and set aside funds for that client in their home purchase.

With HOC's administration of the Sustainable Home Ownership (SHO) Program in collaboration with LISC and 13 valley non-profit organizations, HOC has the experience necessary to brings its existing relationships with lenders, real estate agents, Fannie Mae, Freddie Mac, and other servicers of foreclosed properties to this contract. This access to foreclosed properties will allow for smooth transactions, variety of properties both on the Multiple Listing System (MLS) and those properties that have not been listed. HOC is the best fit agency for this NSP contract and will administer the contract utilizing all partnerships, both existing and new.In summation, HOC provides housing related services to the community through awareness, education, individual counseling, and financial assistance. With a one-stop-shop model, HOC seeks to increase the rate of affordable homeownership opportunities for those earning up to 120% AMI in the city of Avondale as well as alleviate the foreclosed property epidemic currently facing neighborhoods and communities.

c. Homebuyer Assistance Program Operating Policies and Procedures – see **ATTACHMENT #4**

Section 6: Pricing

HOC will not be submitting an indirect cost plan. The pricing worksheet can be found in the sealed envelope labeled pricing which is submitted along with this proposal. See **ATTACHMENT #5** for this pricing worksheet.

ATTACHMENT #1
FINANCIAL AUDIT

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES

(HFM BUILDERS, HFM REALTY, HFN REALTY,
RIO RICO DESERT ESTATES AND HOUSING FOR NEVADA)

CONSOLIDATED FINANCIAL STATEMENTS
(WITH INDEPENDENT AUDITORS' REPORT)

Year Ended June 30, 2007

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TOEPEL COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Housing Our Communities, Inc.
Mesa, Arizona

We have audited the accompanying consolidated statement of financial position of Housing Our Communities, Inc. formerly known as Housing for Mesa, Inc. (a nonprofit corporation) and subsidiaries as of June 30, 2007, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended. These consolidated financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Housing Our Communities, Inc. and subsidiaries as of June 30, 2007, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with Government Auditing Standards, we have also issued our report dated March 17, 2008 on our consideration of Housing Our Communities, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of our audit.

Our audit was performed for the purpose of forming an opinion on the basis of consolidated financial statements of Housing Our Communities, Inc. and subsidiaries taken as a whole. The accompanying schedule of expenditures of federal awards is for Housing Our Communities, Inc exclusive of its subsidiaries, and is presented for the purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic consolidated financial statements taken as a whole.

Toepel Company P.C.

Mesa, Arizona
March 17, 2008

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Members: American Institute of Certified Public Accountants (Private Companies Practice Sections)
Arizona Society of Certified Public Accountants

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

June 30, 2007

ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$	495,656
Grants receivable		1,169,182
Prepaid expenses		4,517
House Inventory		587,570
TOTAL CURRENT ASSETS		2,256,925
OTHER ASSETS		
Forgivable second and third mortgages, *net of accumulated amortization of $1,206,461*		1,512,317
Non-Forgivable second and third mortgages		1,051,282
Investments		23,865
Security Deposits		3,960
NFP Accounting Software		14,926
TOTAL OTHER ASSETS		2,606,350
PROPERTY AND EQUIPMENT, net of accumulated depreciation of $31,055		32,135
	$	4,895,410
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Lines of credit	$	964,901
Accounts payable		71,575
Current portion, notes payable bank		7,553
TOTAL CURRENT LIABILITIES		1,044,029
NON-CURRENT LIABILITIES		
Notes payable bank, net of current portion		240,000
TOTAL LIABILITIES		1,284,029
MINORITY INTEREST		
Beginning interest		1,491
Minority interest in subsidiaries' earnings		(2,395)
TOTAL MINORITY INTEREST		(904)
NET ASSETS		
Unrestricted		3,612,285
Temporarily restricted		-
Permanently restricted		-
TOTAL NET ASSETS		3,612,285
	$	4,895,410

See accompanying notes and independent auditors' report.

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES

Year Ended June 30, 2007

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
SUPPORT AND REVENUE:				
Support				
Grant revenue	$ 1,541,303	$ -	$ -	$ 1,541,303
Contributions	816,118	-	-	816,118
In-Kind donations	25,499	-	-	25,499
Total Support	2,382,920	-	-	2,382,920
Revenue:				
House sales	772,271	-	-	772,271
Construction income	8,636	-	-	8,636
Referral fee income	117,902	-	-	117,902
Commission Income	88,031	-	-	88,031
Interest income	1,328	-	-	1,328
Total Revenue	988,168	-	-	988,168
	3,371,088	-	-	3,371,088
EXPENSES:				
Program services	2,723,460	-	-	2,723,460
Support services	132,204	-	-	132,204
Fundraising expense	83,986	-	-	83,986
Total Expenses	2,939,650	-	-	2,939,650
Change in Net Assets Before Minority Interest	431,438	-	-	431,438
Minority Interest In Subsidiaries' Earnings	2,395	-	-	2,395
Change in Net Assets	433,833	-	-	433,833
Beginning Net Assets as previously reported	2,252,912	-	-	2,252,912
Prior Period Adjustments (Note 17)	925,540	-		925,540
Beginning Net Assets as restated	3,178,452	-	-	3,178,452
Change in Net Assets	433,833	-	-	433,833
Ending Net Assets	$ 3,612,285	$ -	$ -	$ 3,612,285

See accompanying notes and independent auditors' report.

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2007

	Program Services	Support Services		
	Affordable Housing	Management and General	Fundraising	Total
Direct housing costs	$ 1,287,999	$ -	$ -	$ 1,287,999
Construction costs	111,873	-	-	111,873
Realty costs	159,429	19,705		179,134
Salaries	359,565	45,515	50,066	455,146
Employee related expenses	60,979	7,719	8,491	77,189
Payroll taxes	28,434	3,599	3,959	35,992
Occupancy	64,267	7,943		72,210
Conferences, meetings and travel	93,357	11,539		104,896
Office expense	64,028	7,914		71,942
Legal and accounting	38,267	4,730		42,997
Fundraising expense			21,470	21,470
Telephone	17,288	2,137		19,425
Insurance	22,662	2,801		25,463
Interest	90,909	11,236		102,145
Administration		4,424		4,424
Training	2,609	322		2,931
Marketing and Advertising	15,263	1,886		17,149
Outside services	75,757			75,757
Outreach	8,230			8,230
Client services	28,198			28,198
Reference materials	1,096	135		1,231
Other expenses	1,140			1,140
Total expenses before depreciation	2,531,350	131,605	83,986	2,746,941
Depreciation	4,846	599	-	5,445
2nd & 3rd Mortgage Amortization	187,264	-	-	187,264
	192,110	599	-	192,709
Total Expenses	$ 2,723,460	$ 132,204	$ 83,986	$ 2,939,650

See accompanying notes and independent auditors' report.

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
Year Ended June 30, 2007

CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets		$ 433,833
Adjustments to reconcile increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization		192,709
(Increase) decrease in operating assets:		
Grants receivable		
Increase in grants receivable	$ (1,051,830)	
Decrease to grants receivable due to prior period adjustment (Note 16)	1,066,423	14,593
Prepaid expenses		(33)
House inventory		(92,524)
Forgivable notes receivable		190,986
Non-forgivable notes receivable		(824,813)
Loss on disposal of assets		2,857
Increase (decrease) in operating liabilities:		
Accounts payable		
Increase in accounts payable	71,575	
Decrease to accounts payable due to prior period adjustment (Note 16)	(140,883)	(69,308)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		(151,700)
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment		(34,479)
Purchases of investments		(23,865)
Changes in net minority interest earnings		(2,395)
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES		(60,739)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from borrowing on lines of credit		5,703,451
Principal payments on lines of credit		(5,405,788)
Principal payments on lease obligations		(5,734)
Principal payments on notes payable		(7,977)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES		283,952
NET INCREASE IN CASH AND CASH EQUIVALENTS		71,513
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		424,143
CASH AND CASH EQUIVALENTS AT END OF YEAR		$ 495,656
SUPPLEMENTAL DISCLOSURE INFORMATION:		
Income taxes paid		$ -
Interest expense		$ 102,145

See accompanying notes and independent auditors' report.

NOTE 1 - ORGANIZATION

Housing Our Communities, Inc., formerly known as Housing for Mesa, Inc. (Organization) is a nonprofit corporation formed in 1988 to promote the creation of affordable housing in the Mesa, Arizona metropolitan area. The Organization uses grant funding to purchase and/or recondition houses which are then sold at fair market value to low-income families.

Each house is sold to a low-income family meeting certain eligibility requirements and loan qualifications. To make the house affordable to these families, each house is sold at fair market value consistent with government granting guidelines. The benefit to the families takes form as either a forgivable second and/or third mortgage held by Housing Our Communities, Inc. or a non-forgivable mortgage that has no payment due prior to the disposal of the house. (See Notes 5 & 6)

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of Housing Our Communities, Inc. and its five subsidiaries; HFM Builders, Inc., HFM Realty, Inc., HFN Realty, Inc., Rio Rico Desert Estates, LLC and Housing for Nevada, Inc. HFM Builders, HFM Realty and HFN Realty are 50% owned subsidiaries. One-percent of the stock of HFM Builders, HFM Realty and HFN Realty is owned by the legal counsel of Housing Our Communities, Inc. thus effectively giving Housing Our Communities, Inc. a 51% majority voting interest in each of these subsidiaries. Rio Rico Desert Estates, LLC is wholly owned by Housing Our Communities, Inc. Housing for Nevada, Inc. was consolidated with these statements because Housing Our Communities, Inc. was determined to have both control of and an economic interest in Housing for Nevada, Inc. All material inter-organization transactions have been eliminated in consolidation.

Recognition of Donor Restricted Support

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

The Organization reports gifts of land, buildings and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long these long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid debt instruments purchased with a remaining maturity of three months or less at date of acquisition to be cash equivalents.

Advertising Costs

The Organization expenses advertising and marketing costs as incurred. For the year ended June 30, 2007, advertising and marketing expense was $17,149.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

House Inventory

The Organization uses its own funds to purchase sites for prospective residents with the intention of reselling the sites to the residents at fair market value. House inventory consists of three houses that were purchased by the Organization before fiscal year-end but were not sold to new residents until the next fiscal year. These houses are considered to be assets of the Organization. House inventory is stated at cost of acquisition.

Property and Equipment

Property and equipment are recorded at cost. Donated material and equipment are recorded at fair market value at the date of donation.

Depreciation is provided on the straight-line method over the estimated useful lives of the assets, which range from five to seven years.

Maintenance and repairs are charged to expense as incurred. Major renewal and betterments are capitalized. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

In-Kind Donations

Donated materials, fixed assets and investments are recorded at fair-market value when received.

Donated services, when applicable, are recorded at fair market value as contributions and expense when the following criteria are met:

1) The services received create or enhance nonfinancial assets or require specialized skill. Those services requiring specialized skills are performed by professionals possessing the necessary skills and would typically need to be purchased if not provided by donation.

2) There is a clearly measurable basis for the amount recorded.

Some services provided to the Organization have not been reflected in the financial statements as donated services because they do not meet the above criteria. A substantial number of volunteers have donated a significant amount of time to the Organization's programs.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

Fair Value of Financial Instruments

Unless otherwise indicated, the fair values of all reported assets and liabilities which represent financial instruments (none of which are held for trading purposes) approximate the carrying values of such amounts.

Income Taxes

Housing Our Communities, Inc. is exempt from income taxes under Section 501 (c) (3) of the Internal Revenue Code. The Internal Revenue Service has determined that Housing Our Cummunities, Inc. is not a private foundation. Unrelated business income derived from Housing Our Communities, Inc.'s subsidiaries is recognized during consolidation and is taxable for income tax purposes.

NOTE 3 - INVESTMENTS

The Organization held $22,685 in preacquisition land costs on June 30, 2007. The potential acquistion of these properties are to be used for future sites to build affordable housing for low-income families. The investments are reported at cost.

The Organization purchased $1,000 in stock certificates of Coolidge Station, Inc., an Arizona Corporation on December 31, 2006. The $1,000 in stock represents a 1% interest in the Corporation.

NOTE 4 - PROPERTY AND EQUIPMENT

Equipment at June 30, 2007, consists of the following:

Furniture and Fixtures	$	38,698
Leasehold Improvements		24,492
		63,190
Less accumulated depreciation		(31,055)
	$	32,135

NOTE 5 - FORGIVABLE SECOND AND THIRD MORTGAGES

Prior to October 18, 2005 houses by the Organization carried forgivable second and/or third mortgages held by Housing Our Communities, Inc. The terms of the forgivable second and third mortgages are written so that no principal or interest payments on such are due from the homeowner as long as they maintain occupancy in the house. The terms of the forgivable second and third mortgages range from five to twenty years.

Principal amounts are forgiven as determined by the terms of the note. The terms follow one of these methods: (1) reductions are amortized beginning in the first year; (2) no reductions are allowed until the seventh year when decreases are amortized over the remaining term of the note; (3) no reduction of principal until the full term of the note has expired at which time the entire mortgage is forgiven; and (4) the mortgage is never forgiven but is due in full upon the eventual sale of the property. When amounts of the mortgage are forgiven, the homeowner adds to his equity in the home.

To account for the second and third mortgages, the Organization establishes an asset account, forgivable second and third mortgages, equal to the total outstanding amount of the mortgages. The mortgages are amortized, straight-line, over the term of the mortgages to come to a net amount receivable as of the financial statement date. The balance of forgivable second and thrid mortgages at June 30, 2007 is as follows:

Forgivable second and third mortgages	$	2,718,778
Less accumulated amortization		(1,206,461)
	$	1,512,317

NOTE 6 - NON-FORGIVABLE SECOND AND THIRD MORTGAGES

On October 18, 2005, the Organizaton's board of directors approved a change to the policy regarding the forgiveness of second and third mortgages. After March 1, 2006, instead of being forgiven after the term of the note, the mortgages will actually be due upon transfer or sale of the related property and, therefore, not forgivable. The Organization's board views this as a way to develop more program revenue and thus further the Organization's mission of providing affordable housing opportunities for low-income families. The balance of non-forgivable second and third mortgages at June 30, 2007 is $1,051,282.

NOTE 7 - LINES OF CREDIT

Lines of credit as of June 30, 2007, consists of the following:

A revolving $500,000 line of credit, maturing June 30, 2008. The line is an unsecured line. Interest is paid monthly at prime rate plus 1.0%. The prime rate at June 30, 2007 was 8.25%.	$	383,131
A revolving $1,000,000 line of credit, maturing at various dates. The line is secured by individual real estate purchases. Interest is paid when line is paid down by sale of real estate and is at prime rate. The prime rate at June 30, 2007 was 8.25%		493,948
A $100,000 line of credit, maturing March 21, 2012. The line is an unsecured business loan. Minimun payments are $1,608.98 monthly. The interest rate at June 30, 2007 was 8%.		85,993
A revolving $35,000 line of credit with no maturity date. This line is an unsecured credit card. Minimum payments fluctuate monthly according to the balance. The interest rate at June 30, 2007 was 11.24%.		1,829
	$	964,901

NOTE 8 - LONG TERM DEBT

Long-term debt at June 30, 2007, consists of the following:

Note payable to a business, total due by balloon payment in July 2013 of $240,000, interest at 2.00% per annum, difference between market interest rate (assumed to be 5.40%) and actual interest charged by bank is $8,160 and is recorded in these financial statements as an in-kind contribution. (See Note 12)	$	240,000

NOTE 9 - LONG TERM DEBT (continued)

Note payable to a business, in monthly installments of $751.90, including interest at 6.75%, through April 2008, secured by the assets of Housing Our Communities, Inc. and Housing for Nevada, Inc.		7,553
		247,553
Less current portion		7,553
	$	240,000

Remaining maturities of long-term debt are as follows:

For the year ending June 30, 2008	$	7,553
For the year ending June 30, 2009		-
For the year ending June 30, 2010		-
For the year ending June 30, 2011		-
For the year ending June 30, 2012		-
Thereafter		240,000
	$	247,553

NOTE 10 - OPERATING LEASE COMMITMENTS

The Organization leases certain office facilities and equipment under operating leases with various terms extending through January 31, 2012.

Future minimum payments under operating leases having lease terms of one year or more are as follows:

For the year ending June 30, 2008	$	79,489
For the year ending June 30, 2009		39,315
For the year ending June 30, 2010		40,665
For the year ending June 30, 2011		25,635
For the year ending June 30, 2012		-
	$	185,104

The total expense incurred under occupancy during the period covered by these financial statements was $72,210.

NOTE 11 - CONCENTRATIONS

The Organization maintains cash balances at several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $100,000. As of June 30, 2007, the Organization's uninsured cash balances totaled $327,598. The risk is managed by maintaining all deposits in high quality institutions.

NOTE 12 - IN-KIND DONATIONS

In-kind donations for the year were $25,499. The donations consisted of the following: bank loan interest of $8,160; real estate, legal and accounting services of $4,489; reduced appraisal and title costs of $8,100 and $4,750 of reduced bank closing costs.

NOTE 13 - ECONOMIC DEPENDENCY

Housing Our Communities, Inc. receives a substantial amount of its support from government grants and contracts. A significant reduction in the level of support from these sources may have a material effect on Housing Our Communities, Inc.'s continuing operations.

NOTE 14 - FEDERAL FINANCIAL ASSISTANCE

The Organization has been awarded grants from the U.S. Department of Housing and Urban Development from pass-through entities to provide affordable housing and counseling services to low-income families. Grant revenue is recognized when grant is awarded and the receivable is reduced as receipts are reimbursed for expenditures. Grant expenses are recognized as incurred. Grant activity for the year ended June 30, 2007 was as follows:

Refundable advances, beginning of year	$ -
Grant Receipts	1,098,548
Grant Expenditures	(1,098,548)
Refundable advances, end of year	$ -

NOTE 15 - RELATED PARTY TRANSACTIONS

Members of the immediate family of the President of Housing Our Communities, Inc. were paid $74,433 for services provided to the Organization.

A board member of HFM Builders is also President and Chairman of a construction company which provides services to HFM Builders. These services totaled $5,589 for the fiscal year ended June 30, 2007.

NOTE 16 - PRIOR PERIOD ADJUSTMENTS

On July 1, 2006 the Organization changed its method of recording credit card expenditures, and an amount was recorded for the balance of accounts payable due at July 1, 2006. In prior years credit card expenses were not recorded at the time of the expenditure. The effect of this change decreased the beginning net assets by $140,883.

On July 1, 2006, the Organization changed its method of accounting for grant revenue. Grant revenue is recorded as income at the time of the grant award. In all prior years all grant revenue was recorded as it was received and deposited. The new method of accounting was adopted to conform to Generally Accepted Accounting Principles and to properly reflect grant receivables within the next fiscal year. The effect of this change increased the beginning net assets by $1,066,423.

The net effect of these changes increased the beginning net assets: $925,540

NOTE 18 - SUBSEQUENT EVENTS

On August 13, 2007 the Organization purchased a piece of property as an investment to develop and build single-family homes. The land investment was obtained by a $630,000 interest only, line of credit issued by Raza Development Fund, Inc.

SUPPLEMENTAL INFORMATION

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2007

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-through Entity Identiying Number	Expenditures
U.S. Department of Housing and Urban Development			
Pass through Programs from City of Mesa, AZ:			
Home Investment Partnerships Program	14.239	8674	$ 248,310
Home Investment Partnerships Program	14.239	8779	146,485
Home Investment Partnerships Program	14.239	ADDI Funds 2003	54,537
HOME Program CHDO Operations	14.239	8778	44,250
Community Development Block Grant	14.218	8753-06	33,550
Pass through Programs from Maricopa County, AZ:			
HOME Program CHDO	14.239	C-17-06-025-2-00	159,140
Pass through Programs from National Council of LaRaza:			
AZ National Council of LaRaza - HOME	14.239		54,500
NV National Council of LaRaza - HOME	14.239		43,250
Pass through Programs from City of Henderson, NV:			
Home Investment Partnerships Program	14.239	HOME	42,706
Pass through Programs from Clark County, NV:			
Home Investment Partnerships Program	14.239	HOME	228,440
Pass through Programs from Local Initiative Support Corporation:			
HUD NCDI Funds	14.218	PA #4-1159-020	43,380
Total expenditures of federal awards			$ 1,098,548

See accompanying notes to schedule of expenditures of federal awards.

NOTE 1 - GENERAL

The accompanying schedule of federal awards presents the activity of all federal award programs of Housing Our Communities, Inc.

NOTE 2 - BASIS OF ACCOUNTING

The accompanying schedule of federal awards is presented using the accrual basis of accounting, which is the same basis under which Housing Our Communities, Inc. financial statements are presented.

SPECIAL AUDIT REPORTS

TOEPEL COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Housing Our Communities, Inc.
Mesa, Arizona

We have audited the financial statements of Housing Our Communities, Inc., formerly known as Housing for Mesa, Inc. (a nonprofit corporation) as of and for the year ended June 30, 2007, and have issued our report thereon dated March 17, 2008. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

In planning and performing our audit, we considered Housing Our Communities, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Housing Our Communities, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the organization's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles, such that there is more than a remote likelihood that a misstatement of the Organization's financial statements that is more than inconsequential will not be prevented or detected by the organization's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the organization's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Housing Our Communities, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with

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which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, the audit committee, Board of Directors, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than those specified parties.

Mesa, Arizona
March 17, 2008

TOEPEL COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

To the Board of Directors
Housing Our Communities, Inc.
Mesa, Arizona

Compliance

We have audited the compliance of Housing Our Communities, Inc., formerly known as Housing for Mesa, Inc. (a nonprofit corporation) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2007. Housing Our Communities, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of Housing Our Communities, Inc.'s management. Our responsibility is to express an opinion on Housing Our Communities, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Housing Our Communities, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Housing Our Communities, Inc.'s compliance with those requirements.

In our opinion, Housing Our Communities, Inc. complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2007.

Internal Control Over Compliance

The management of Housing Our Communities, Inc. is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Housing Our Communities, Inc.'s internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.

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Accordingly, we do not express an opinion on the effectiveness of Housing Our Communities, Inc.'s internal control over compliance.

A *control deficiency* in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A *significant deficiency* is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the entity's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

Schedule of Expenditures of Federal Awards

We have audited the basic financial statements of Housing Our Communities, Inc. as of and for the year ended June 30, 2007, and have issued our report thereon dated March 17, 2008. Our audit was performed for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

This report is intended solely for the information and use of management, the Board of Directors, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Mesa, Arizona
March 17, 2008

A. SUMMARY OF AUDIT RESULTS

1) The auditor's report expresses an unqualified opinion on the financial statements of Housing Our Communities, Inc.

2) No reportable conditions relating to the audit of the financial statements are reported in the "Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards."

3) No instances of noncompliance material to the financial statements of Housing Our Communities, Inc. were disclosed during the audit.

4) No reportable conditions relating to the audit of major federal award programs is reported in the "Report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB circular A-133."

5) The auditors' report on compliance for the major federal award programs for Housing Our Communities, Inc. expresses an unqualified opinion.

6) Audit findings relative to major federal award programs for Housing Our Communities, Inc. are reported in Part C of this Schedule.

7) The program tested as a major program:
   Home Investment Partnership Program, CFDA #14.239, Department of Housing and Urban Development.

8) The threshold for distinguishing Type A and B programs was $500,000.

9) Housing Our Communities, Inc. is an entity that has biennial audits therefore does not qualify as a low-risk auditee according to OMB Circular A-133 section 530(a).

B. FINDINGS - FINANCIAL STATEMENT AUDIT

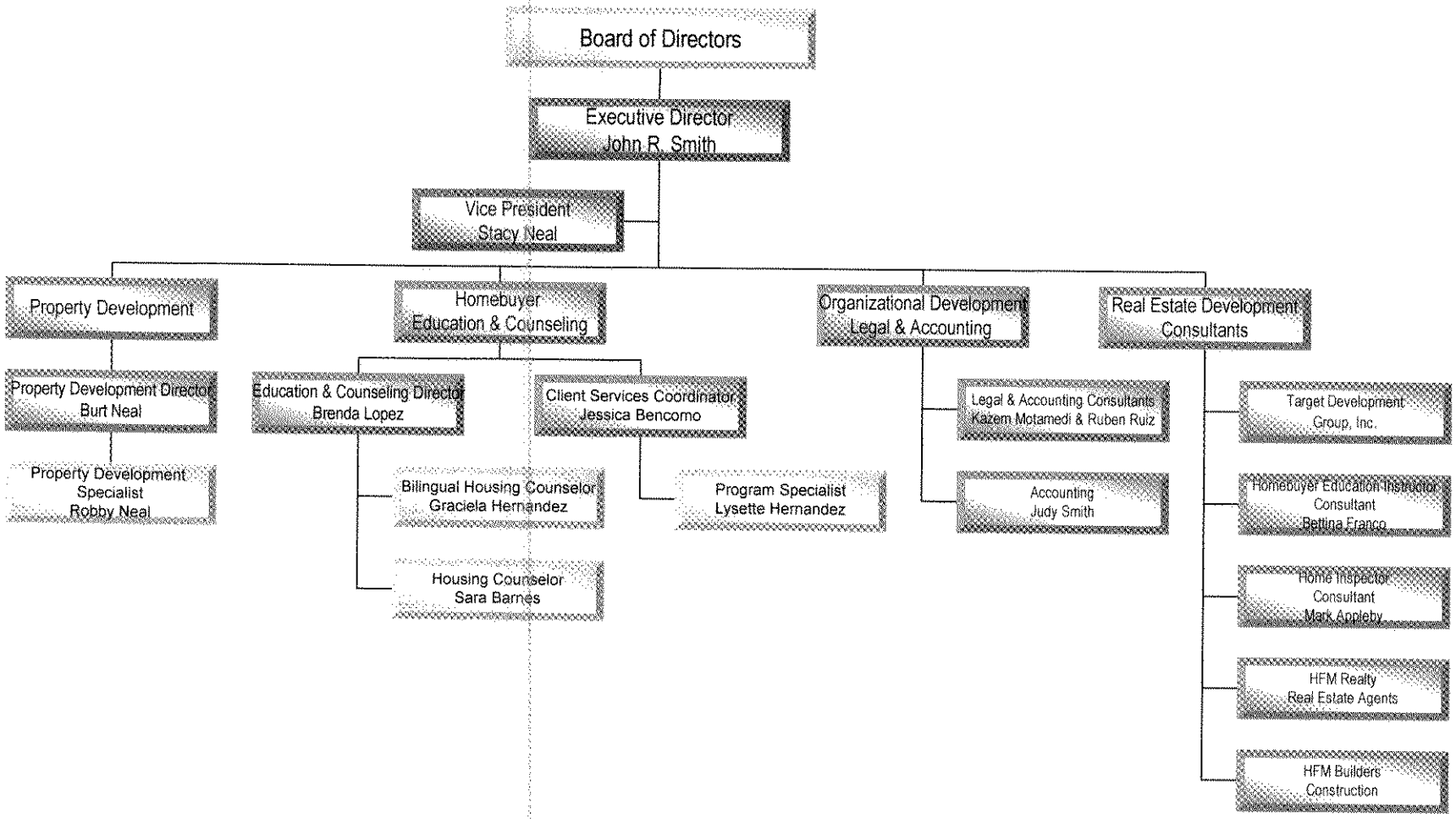
None

C. PRIOR YEAR FINDINGS

There were no findings reported in the prior year

ATTACHMENT #2
ORGANIZATIONAL CHART

HOUSING OUR COMMUNITIES, INC.'S
2009 ORGANIZATIONAL CHART



2/24/2009

ATTACHMENT #3
RESUMES

John R. Smith

480-649-1335, office
john@housingourcommunities.org

Employment:

President, Rio Rico Desert Estates, (July, 2007to present)
HOC is developing 37 single-family homes on land currently owned by HOC. HOC anticipates that 50% of these units will be workforce housing with the balance being developed as market rate units.

President, Coolidge Station, Inc (January, 2006 to present)
HOC is the managing partner of a 24-unit apartment complex that was developed using low-income housing credits (LIHTC).

President, Housing For Nevada, Inc. (July, 2001, to present)
Responsible for program administration and financial management of a non-profit housing development corporation.

President, HFM Realty, Inc. (April 1999, to present)
Responsible for program administration and financial management of a for-profit real estate development corporation.

President, HFM Builders, Inc. (October, 1998, to present)
Responsible for program administration and financial management of a for-profit residential/commercial building contractor.

President & CEO, Housing Our Communities, Inc. (May, 1996, to present)
Responsible for program administration and financial management of a non-profit housing

President, HFN Realty, Inc. (January, 2006, to present)
Responsible for program administration and financial management of a for-profit real estate development corporation.

President & Chief Financial Officer, Housing For Mesa, Inc. (1992-1996)
Responsible for negotiating contracts with funding sources and arranging financial packaging for affordable housing development.

Special Education Teacher, Mesa Public School District (1976-1994)

Technical Assistance

LISC, Phoenix Office (1998-2002)
working with metropolitan LISC CDCs in affordable housing development
LISC HDAC Development Team, 1998 to present)

LISC, Las Vegas (2000-2003)
working with the EOB Home Center to develop education/counseling center
EOB Home Division, Las Vegas(Present)
Acted as Co-Developer for development of New Construction, single family affordable housing

M&I New Market Tax Credits Advisory Board (February, 2007-present)

Teaching Experience

Mesa Public Schools, 19 years
HUD/FHA Homebuyers Education and Learning Program, 4 years

Counseling Experience

Housing Counseling, 4 years

Education And Training

B.A., Arizona State University, Tempe, AZ (1976)
Neighborhood Reinvestment Training Institute
Housing Counseling, Housing Counseling Clinic,
Housing Counseling Review and Certification
Symposium: The Arts and Economic Development
Low Income Housing Information Services (LIHIS)
CDBG Funding and Regulations
Financial Management
CRA and Bank Reform
Bank Reform and Affordable Housing

Expanding Your Funding Base
Building Housing Resources

Southwest Regional Training Institute

Affordable Housing Strategies and Real Estate Development

Enterprise Foundation

Community Lending
Creative Strategies for Fund-Raising
Financing with Low Income Housing Tax Credits
Loan Consortia
Federal Policy on Neighborhood Revitalization
Pre-Development Lending
0MB Circulars and Compliance
Financial Management for CD's
Housing Led Economic Development
Financing with Low Income Housing Tax Credits & Tax-Exempt Bonds
Neighborhood Based Job Creation
Community Credit Unions
Individual Development Accounts
Non-Profit Production
Sustainable Economic Development
Commercial Development in Distressed Communities
Developing Mixed-Income Communities
Business Planning for Non-Profits

*ASU College of Extended Education Non-Profit Management Ins*titute

Marketing for Non-Profit Organizations
Effective Supervision
Human Resource Management
Results *Oriented Program 2000*

Fred Pryor Seminars

How to Supervise people
Interpersonal Skills
How to Manage Conflict, Anger and Emotion

Other

Labor and Employment Law
EEOC Compliance and the ADA, FMLA, and Sexual Harrassment

Community Involvement:

President, Mesa Community Council (1987-1989)
President, Mesa Education Association (1986-1987)
Board Member, Mesa United Way (1990-1994)
Steering Committee, Economic Theme Team, Building a Healthier Mesa (1996-1997
Presenter, HUD Homeownership Fair, Phoenix (1996, 1997, 1998, 1999, 2000, 2001, 2002)
Presenter, Mortgage Brokers Association
Trainer , LISC Arizona CDC Housing Development Training; Classes:Financing Resources, Strategies for Successful Development , Development Teams, Lending Institution Products, Market Analysis, Developing Banking Partners (1996)
Presenter, NAHRO State Conference
Presenter, Arizona Bankers Association
Board Member, Neighborhood Economic Development Corp (1998)
Focus Group Member, Freddie Mac National Focus Group, The National Partners in Homeownership Purchase and Rehabilitation Financing
Board Member, M&I Arizona New Markets Tax Credit (NMTC) Advisory Board

Stacy L. Neal
1414 S. 30th Street
Mesa, AZ 85204
480-649-1335 office
602-451-2473 cell
stacy@housingourcommunities.org
stacy.l.neal@gmail.com

Professional Experience

Housing Our Communities/Housing For Nevada
Vice President – January 1, 2009 - present
Program Development Director – April 15, 2007 – December 31, 2008
Housing Counselor/Program Development Specialist- January 1, 2004 - April 15, 2007
Housing Counselor training/ Data Management- March 2003-January 2004
Program Specialist II- 1996-March 2003

Program Development

- Develop new relationships with funding sources, business partners, and other non-profit organizations
- Funds development, grant writing, inquiries, proposals, meetings, etc.
- Manage and oversee development projects for HOC/HFN both in and out of the state of Arizona as assigned by top management in the corporation and manage fund development
- Organize HOC/HFN Fundraising Team that meets monthly to develop funding opportunities
- Explore funding opportunities in Nevada for HFN as well as develop new partnerships and funding relationships

Housing Counseling

- Certificate of Professional Recognition in Housing Counseling-February 20, 2006
- One-on-one housing counseling and case management with clients from HOC, Section 8, Homebuyer Education, and Housing For Nevada clients
- Assist Counseling & Education Director with program policies and fund development for services
- Served on the FSS East Valley Advisory Board of Directors from August 2005–January 2007

Reporting/ Data Management/Compliance

- Contract Reporting- monthly data reported to city, county, state, and federal contracts for education, counseling, and homeownership contacts as well as organizational activities
- Quarterly and Annual reporting to funding sources for all activities and services provided in both Arizona and Nevada
- Maintain monthly internal reports for data management

Management

- Manage front office staff

- Coordinate office projects, supply management, and implementation of office policies and procedures
- Time card management of hourly employees

Customer Service

- Maintain and edit client tracking procedures both in person and incoming calls in order to promote an effective network between clients and personnel
- Utilization of the online database in order to efficiently keep in contact with every client that comes through the services provided by the organization
- Maintain 2 client tracking databases (online and offline) for tracking and reporting purposes

Marketing

- Innovating new marketing strategies to provide the public with homeownership options
- Establishing working relationships with real estate agents in order to expand the knowledge of the organization and understand the needs of the homebuyers
- Assist with the coordination of marketing events and outreach made by staff members as part of the marketing team such as flyers and destination in order to make sure that they were implemented and monitored
- Actively participated in the HOC Marketing Team with upper management and real estate agents in order to effectively brainstorm organizational marketing techniques
- Participate in the HFN Marketing Team to assist in the development of new marketing ideas
- Help with HOC homeownership fairs held quarterly at different locations all over the valley to perform outreach to the community and educate those about homeownership

Technology

- Manage office technology including computers, website design & editing, email, and coordination of technology support services into the HOC office monthly

Education and Training

B.A. Psychology, Arizona State University, Arizona; completed December 2003
The Essentials of Managing the Front Desk, Rockhurst University Continuing Education Center; April 2002
Marketing for Non-Profit Organizations ASU- Center for Non-Profit Leadership; April 2003
Fundraising Workshop by Fundraisinginfo.com in Tempe, Arizona; October 2003
HUD Loss Mitigation Training; May 11, 2004
Predatory Lending and You, Westford College; June 9, 2004
Borrow Smart Post Mortgage Counseling; June 28, 2004
Neighborworks America, Housing Counseling Training; August 8-11, 2004
Neighborworks America, Certificate of Professional Recognition in Housing Counseling, February 20-24,2006
Skill Path Seminars, How to Excel at Managing and Supervising People; March 8-9, 2006
Practical Strategies to Involve Your Board in Fundraising NOW; Audio Conference; June 6, 2006
TGCI- Grantsmanship Center, 5-day Grantsmanship Training Program; September 11-15, 2006
NeighborWorks America, Financing Community Economic Development; December 14-15, 2006
National Center for Housing Management, Tax Credit Specialist; October 24, 2007
Neighborhood Excellence Leadership Program, Bank of America, February 17-20, 2009

References

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President/ CEO
Housing Our Communities/ Housing For Nevada.
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Mesa, AZ. 85201
(480) 649-1335; fax (480) 649-1020
john@housingourcommunities.org

Brenda Lopez
Education & Counseling Director
Housing Our Communities/Housing For Nevada
251 W. Main Street, Suite 2
Mesa, AZ 85201
(480)649-1335; fax (480)649-1020
brenda@housingourcommunities.org

Brenda L. Lopez

2910 E. Dolphin Ave.
Mesa, AZ 85204
480-649-1335 office
480-262-2965 cell
brenda@housingourcommunities.org

Professional Experience

Housing Our Communities/Housing For Nevada

Education & Counseling Director/Housing Counselor- April 15, 2007 – present
Bi-Lingual Housing Counselor- July 2005- April 15, 2007
Program Specialist I- 2004- July 2005

Housing Counseling

- One-on-one counseling and case management with clients from HOC,HFN, & Section 8
- Provide bi-lingual housing counseling and education classes to potential clients
- Teach 1.5 hour orientation classes for incoming applicants twice a month
- Serve on the FSS East Valley Advisory Board of Directors

Customer Service

- Responsible for intake and prescreening clients for eligibility of Down payment Assistance Program.
- Provide and establish relationships involving a variety of persons and groups of various socioeconomic and ethnic compositions
- Utilization of the online database in order to efficiently keep in contact with every client that comes through the services provided by the organization
- Maintain 2 client tracking databases (online and offline) for tracking and reporting purposes
- Tracking and follow up on client work plans for 24 months after the clients start date

Marketing

- Innovating new marketing strategies to provide the public with homeownership options
- Establishing working relationships with real estate agents in order to expand the knowledge of the organization and understand the needs of the homebuyers
- Actively participated in the Marketing Committee with upper management and real estate agents in order to effectively brainstorm organizational marketing techniques
- Local marketing and outreach to other non-profits all over Maricopa county
- Local marketing and outreach to Latino based communities
- Produce new marketing strategies for Housing For Nevada
- Help with HOC homeownership fairs held quarterly at different locations all over the valley to perform outreach to the community and educate those about homeownership

Data Management

- Maintain spread sheet for all potential donors for both HOC and HFN
- Create and manage homeowner client folders
- Tracking homeowners that have attended counseling or education at HOC in the Maricopa County Assessors web site

Management

- Manage Counseling Department to include: Generating monthly reports and weekly counselors meetings, assignment of new applications, monitor caseload and performance of counselors and new counselor training

Previous employment:

Bayside Dental
February 2004-May 2004

Front Desk

- Responsible for checking patients in , calling and verifying insurance to make sure what type of coverage to let the client know what will be covered
- Responsible for checking out patients, making sure what procedures where done, collecting payment, and billing insurance company
- Responsible for scheduling all appointments and making reminder calls the day before

Special Devices Inc.
January 1994-February2004

Cell Lead

- Manufacturing of explosive devices
- Responsible for all the production of the day, what needs to be produced and when it needs to ship.
- Manage the cell to make sure the production line is always running , including scheduling employees breaks and lunches
- Training of all new employees entering the area
- Responsible for all paper work and inspection needed on lots before shipping

Education and Training

The Indispensable Assistant Training- June 21, 2005
Getting the Most of Microsoft Excel-June 24, 2005
NeighborWorks Training Institute, Housing Counseling Certification- December 5-9, 2005
The University of Arizona Cooperative Extension, Money Management Advisors training- June 1-2, 2006
NeighborWorks Training Institute, Credit Counseling for Maximum Results- November 6-7, 2006
NeighborWorks Training Institute, Homebuyer Education Methods: Training The Trainer-May 7-11, 2007
NeighborWorks Training Institute, Lending Basics for Housing Counselors- August 13-15, 2007
NeighborWorks Training Institute, Compliance With State and Federal Regulations- August 13-17,2007
NeighborWorks Training Institute, Innovative Solutions to Combat Foreclosures- October16-17, 2007
HO323-Packaging and Layering Financing- October 25-26, 2007
HO109-Beginning to Intermediate Foreclosure Prevention- January 22-23, 2008
HUD, Housing Choice Voucher Program Workshop- January 31, 2008
HO345- Foreclosure Intervention and Default-March 24-28, 2008

References

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john@housingourcommunities.org

Burt R. Neal

Objective

Property Development Director & Licensed Home Inspector

Experience

January 2005-present	Housing Our Communities/Housing For Nevada (HOC/HFN)	Mesa, AZ

Property Development Director

- Maintain properties acquired by Housing Our Communities/Housing For Nevada
- Manage rehabilitation projects within Housing Our Communities/Housing For Nevada by working with the City of Mesa, Maricopa County, Clark County, and City of Henderson
- Work with other city entities in Arizona to create working relationships and to create new innovative projects within those cities
- Maintain all property folders and documentation including rehabilitation costs, inspections, contracts, and any other paperwork related to each property acquired by HOC/HFN.
- Coordinate property rehabilitation and properties in Clark County for the corporation Housing For Nevada- affiliated with HOC
- Work with Clark County Community Development on rehabilitation projects in Nevada
- Write and maintain real estate contracts on houses that Housing Our Communities/Housing For Nevada would like to acquire for the affordable housing program
- Oversee all relationships with contractors, sub-contractors, and other hired construction companies working on HOC and/or HFN projects-including oversight of new construction projects across the state of Arizona and Nevada.
- Coordinate all property related communications with HOC and/or HFN staff that involve clients in the process of purchasing properties through affordable housing program
- Meet with HOC/HFN clients for a property meeting in order to disclose all property inspections and rehabilitation to be completed on the selected property
- Administer the software tool "*Housing Developer Pro 3*", created by The Enterprise Foundation, an automation tool used to prepare project budgets, bids, work write ups, and cost estimations accurately

May 26th, 2005-present	Housing Our Communities, Inc. (HOC)	Mesa, AZ

Certified Home Inspector

- Attained certification from Arizona Sun Tech, a state-recognized home inspection certification program on February 7, 2005 after completing the home inspection course and passing the Examination Board of Professional Home Inspectors test
- Conduct Home Inspections per State of Arizona and ASHI standards
- Create home inspections using top-of-the-line industry software called "*Inspectvue*" to

480-216-1870•Burt@Housingourcommunities.org

Burt R. Neal

promote accuracy, efficiency, and industry integrity

Education

January 1-January 31, 2005 — Arizona SunTech — Phoenix, AZ

Home Inspection Certification

- Took state test on February 7, 2005 from Board of Professional Home Inspectors and passed the National Home Inspection Examination
- Received state certification from the Board of Technical Registration in May 2005

April 18-April 22, 2005 — NeighborWorks Training Institute — Minneapolis, MN

Courses Attended:

Housing Production Management

- A two day training course covered all aspects of housing construction, rehab, contracts, team selection, and time management.

Cost Estimation for Rehab Specialists

- One day training course on rehab cost estimation tools, software, and strategies.

Rehabilitation Management

- A two day training course on the intricacies of rehabilitation management.

December 11-15, 2006 — NeighborWorks Training Institute — New Orleans, LA

Courses Attended:

Design and Development for Project Managers

- A two course covering production models, owner's rep's roles and responsibilities, RFP/RFQ systems, contract revisions, site feasibility, and due diligence.

Managing Nonprofit Housing

- **A one day course on the essential practices of managing several different types of nonprofit development**
- **Comprehensive property management training included management planning, personnel and staffing, marketing and occupancy, support services, managing the physical asset, risk management, and fiscal management**

Managing Liability and Reducing Risk in the Development Process

- A two day course covering the benefits of retaining a Development Attorney, project ownership liability, pre-construction legal issues, construction process, and post construction considerations.

April 17-18, 2007 — Arizona Department of Housing Training — Phoenix, AZ

Managing Low Income Housing Tax Credit Developments

480-216-1870•Burt@Housingourcommunities.org

Burt R. Neal

- A two day training which covered the intricacies of managing a low income housing tax credit development.
- Determining eligibility, managing mixed income tax credit developments, and working with low income housing tax credit and HOME funds were the seminars main topics discussed.

References

References are available on request.

Graciela M. Hernandez **520 N. Stapley Dr. #142, Mesa, AZ 85203**

Experience

Housing Our Communities, Inc. 6/2007 -present
Bilingual Housing Counselor Mesa, Arizona

- One-on-one counseling and case management with clients in Maricopa County
- Provide bilingual housing counseling and education classes to potential clients
- Develop new relationships with funding sources, business partners, and other non-profit organizations
- Responsible for intake and prescreening clients for eligibility of Down payment Assistance Program.
- Provide and establish relationships involving a variety of persons and groups of various socioeconomic and ethnic compositions
- Utilization of the online database in order to efficiently keep in contact with every client that comes through the services provided by the organization
- Tracking and follow up on client work plans for 24 months after the clients start date
- Innovating new marketing strategies to provide the public with homeownership options
- Establishing working relationships with real estate agents in order to expand the knowledge of the organization and understand the needs of the homebuyers
- Actively participated in the Marketing Committee with upper management and real estate agents in order to effectively brainstorm organizational marketing techniques
- Local marketing and outreach to other non-profits all over Maricopa county
- Local marketing and outreach to Latino based communities
- Development of a foreclosure prevention program

Mortgage Loan Processor, 1/2007 – 6/2007
Eagle Home Mortgage Phoenix, Arizona

- Process Conventional, Government, Sub-prime, and Refinance loans
- Work with title and credit companies until loans closed and funded
- Research and correct items needed from secondary marketing

Mortgage Loan Processor, 12/2004-1/2007 Tempe, Arizona
Universal American Mortgage

- Process Conventional, Government, and Sub-prime loans
- Work with title and credit companies until loans closed and funded
- Research and correct items needed from secondary marketing

Finance Advisor, 9/19999-12/2004 Phoenix, Arizona
University of Phoenix online

- Processed financial aid for students at the university.
- Worked with Lenders/Servicers/Guaantee agencies
- Customer Service to students.

Mortgage Loan Processor, 9/1997-8/1999
Accounting Research Rep. Tempe, AZ
Greentree Mortgage/Financial

- Processed Manufactured Mortgage Loans on the servicing end.
- Prepared loans for sale to outside investors
- Researched Payment and accounting issues
- Processed loan payoffs, wires, refunds, extensions, and ledgers.

Education and training

- *NeighborWorks Training Institute*, Innovative Solutions to Combat Foreclosure October 16-17, 2007
- *National Council of La Raza,* Housing Counseling Certification, January 2008

Memberships: Arizona Housing Counseling Collaborative (AHCC).

Sara J. Barnes
2406 E. Alpine
Mesa, AZ 85204
480-381-2585

Professional Experience

Housing Our Communities Mesa, AZ
Housing Counselor 7/14/08 to Present

- One-on-one counseling and case management with clients in Maricopa County
- Develop new relationships with funding sources, business partners, and other non-profit organizations
- Responsible for prescreening clients for eligibility of Down payment Assistance Program.
- Assist in taking phone calls in order to answer questions and provide referral to all clients in an efficient manner.
- Provide and establish relationships involving a variety of persons and groups of various socioeconomic and ethnic compositions
- Utilization of the online database in order to efficiently keep in contact with every client that comes through the services provided by the organization
- Tracking and follow up on client work plans for 24 months after the clients start date
- Innovating new marketing strategies to provide the public with homeownership options
- Establishing working relationships with real estate agents in order to expand the knowledge of the organization and understand the needs of the homebuyers

Brewer-Caldwell Property Management Gilbert, AZ 11/1/06 to 7/11/08
Executive Assistant

- To assist the Executive Director and owners of the company in all matters as needed.
- To maintain an updated legal data base and respond to all courts cases, attorneys, owners, and tenants accordingly.
- To receive, research, respond to, and track all Better Business Bureau complaints and keep an updated data base. File all paperwork accordingly.
- To assist in the Sales Department. Search for homes on the MLS, go view the properties and take pictures, assist with contracts, work with the agent, buyers, and title companies until the close of escrow.
- Plan and prepare for all major events at Brewer-Caldwell including but not limited to monthly staff meetings and the yearly company Christmas Party.
- To assist in paying all bills for the Executive Director including mortgages of all properties as well as any other financial assistance needed.

University of Phoenix Tempe, Arizona 5/06 to 08/06
Enrollment Advisor

- First point of contact for student inquiries and contact prospective students.
- Maintain student data base.
- Provide financial guidance concerning financial loans, financial aid, tuition reimbursement, and scholarships.
- Walk the student through the application process, financial aid web, and FAFSA forms.

- Provide an online student orientation entailing navigation and utilization of the student website.
- Maintain student retention by providing instruction, encouragement, direction, and awareness of class expectations.
- Counsel students on degree programs and future career opportunities.
- Interact with other team members: financial and academic advisors, managers and other enrollment advisors.

Mr. Quotes Mesa, Arizona 10/10/05 to 5/06
Customer Service Representative

- First point of contact for assisting customers.
- Contact prospective customers concerning loan applications.
- Discuss various types of home mortgage loans including: refinance, home equity/2nd mortgage, home improvement, debt consolidation, and cash out.
- Answer customer questions concerning process.
- Obtain customer application and submit to lenders.

Texas Road House Mesa, Arizona 5/04 to 08/05
Hostess, Trainer, Coordinator

- Train new incoming hostesses including a walk through of the entire restaurant, responsibilities and a complete over view of company policies and procedures.
- Test and evaluate each new hostess, accompanying the individual through out their shift to supervise their progress.
- Oversee and direct approximately 7-10 employees on any given night of the week. Job responsibilities include: coordinating small and large parties, wait list reservations, assist servers, interaction with guests, field customer complaints and compliments, interact with customers, employees, trainers, and management personnel.
- Superior customer service and multi-tasking skills.
- Received and prepared to-go orders and transactions, maintain a balanced cash drawer at all times.
- Helped with sales for company fund raisers and competitions.
- Self-starter, works well with little or no supervision.

Education

August 2005-December 2006	Mesa Community College	Kinesiology
2004-2005	Arizona State University	Nursing
2001-2004	Mountain View High School	College Prep

Training

HO211- Credit Counseling for Maximum Results Neighborworks America Phoenix, AZ November 20, 2008
HO107-Understanding Credit Scoring Neighborworks America Phoenix, AZ November 19, 2008
HO 220- Data Management and Tracking with Counselor Max Neighborworks America Phoenix, AZ November 17, 2008
2008 MoneyWise Financial Literacy Roundtable-Focus on credit, fraud, Homeownership, and Foreclosure Prevention

Phoenix, AZ October 2, 2008
Fundamentals of Pre-Purchase I Homebuyer Counseling
San Antonio, TX October 6-9, 2008

References

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549 N. SIRRINE • MESA, ARIZONA 85201 • PHONE (480) 241-1870 (480) 986-8233
JESSICA@HOUSINGOURCOMMUNITIES.ORG

JESSICA BENCOMO

EXPERIENCE

11/02 – Current Housing Our Communities Mesa, AZ.

Client Services Coordinator

- Assist counseling staff with client follow ups, workplans, and intakes; also enter client applications once received and dispurse to counseling department
- Homebuyer Education- preparation of education classes by assembling materials and preparing classroom for students as well as client registration and reminder calls, as well as follow up once education is completed
- Post Purchase Education – Assist in the mailing of brochures and post cards announcing upcoming post-purchase events to program beneficiaries; offer Spanish language interpretation to class instructor if needed ; enter attendees into old and new database for tracking purposes
- Maintain front office appearance, supplies, corporate materials, maintenance, mailings; also assist with corporate accounting when needed
- Responsible for marketing and outreach for the organization in all program areas – newsletters, marketing materials, flyers, brochures, events, volunteers, and partnerships with other non-profits
- Responsible for designing, printing, and mailing the semi-annual organization newsletter to all of our current homeowners, partners and donors.
- Responsible for translating and proofreading office materials, marketing brochures & flyers, newsletters, and client documents from English into Spanish.

Customer Service

- Maintain and edit client tracking procedures both in person and incoming calls in order to promote an effective network between clients and personnel
- Utilization of the online database in order to efficiently keep in contact with every client that comes through the services provided by the organization
- Maintain 2 client tracking databases (online and offline) for tracking and reporting purposes
- Assist in tracking and follow up on client work plans for 24 months after the clients start date

Marketing

- Innovating new marketing strategies to provide the public with homeownership options
- Coordinate marketing events and outreach as part of the marketing team such as flyers and destination in order to make sure that they were implemented and monitored
- Actively participated in the HOC Marketing Team with upper management and real estate agents in order to effectively brainstorm organizational marketing techniques
- Coordinate HOC homeownership fairs held quarterly at different locations all over the valley to perform outreach to the community and educate those about homeownership

02/02 – 11/02 Mesa Airlines Phoenix, AZ.

Customer Service Represantative/Gate Agent

- Provided customer service.
- Boarded/Received outgoing/incoming flight passengers.
- Worked overbooked flights: solicited volunteers to give up their seats in exchange for an incentive.
- Utilized bilingual skills for boarding and overbooked flights.
- Provided Security screening for flight passengers.

10/01 – 02/02 MCI World Communications Chandler, AZ

Marketing/Sales Representative

- Provided Customer Service to prospective clients
- Solicited long distance service statewide.
- Utilized bilingual skills when making sales calls.

EDUCATION/TRAINING

12/2001 Phoenix College Phoenix, Az

- GED diploma.

03/2003 Career Track Training Tempe, Az

- Microsoft Word: Crash Course

04/2004 Fred Pryor Seminars Tempe, Az

- Microsoft Excel 2000, 97

01/2005 – 12/2005 Mesa Community College Mesa, Az

- Under-graduate student working on receiving my RN degree/Nursing

06/2006 SkillPath Mesa, Az

- The Indispensible Assistant

05/2007 NeighborWorks America Phoenix, Az

- Introduction To Housing Counseling – H0110

ABILITIES

- Fluently speak, read, and write Spanish and English.
- Translate documents from English to Spanish.

FAX (480) 649-1020 • E-MAIL JESSICA@HOUSINGOURCOMMUNITIES.ORG

Bettina Franco

P.O. Box 383
602-526-1929
Peoria, AZ 85380
bfranco@cox.net

Summary of Qualifications:

- 10+ years of experience as a Trainer in corporate and non-profit, and community college and secondary education settings.
- Present information, using a variety of instructional techniques and formats such as role playing, simulations, team exercises, group discussions, videos and lectures.
- Organize, plan and arrange guest speakers for discussions on various topics.
- Ability to speak Spanish - strong leadership skills, listening skills, self starter, self motivated, adapt quickly, enjoy continuous education
- Ability to multi-task while maintaining strong attention to detail and follow-up, curriculum development and strong presentation skills.

Training Experience:

- Trained, mentored and evaluated 6 trainers in the presentation of home buying skills and techniques.
- Presented, facilitated and lectured to up to 50 people lasting up to 8 hours per session.
- Organized, developed, and/or obtained, training procedure manuals and guides and course materials such as handouts and visual materials.
- Assessed training needs through surveys, interviews with participants, focus groups, or consultation with managers, instructors or customer representatives.
- Performed, facilitated and taught presentations to several community groups including the Native American Community. Traveled statewide to other to do presentations to community outreach groups.

Education Experience:

- Conducted classes, workshops, and demonstrations, and provided individual instruction to teach housing, real estate and financing.
- Monitored students' performance to make suggestions for improvement and to ensure that they satisfy course standards, training requirements, and objectives.
- Instructed students individually and in groups, using various teaching methods such as lectures, discussions, and demonstrations.
- Prepared materials and classrooms for class activities.
- Established clear objectives for all lessons, units, and projects and communicated those objectives to students.

Employment Experience:

Home Smart — Glendale A
Real Estate Associate Broker — 12/2005 to Curre
Realty Experts — Phoenix A
Associate Broker — 10/2001 to 12/20C
Bettina Franco — Peoria, A
Consultant — 02/1998 to curre

Education:

Estrella Mountain Community College — Avondale, A
International Business Code Courses — 20C
Arizona School of Real Estate — Scottsdale, A
Associate Broker License — 20C

Com Sense, INC.

Mark C. Appleby
480/649-8080 (voice)
480/649-8864 (fax)
http://www.azcsi.com

Personal and Business Statement
Professional Qualification

SUMMARY

Extensive management experience with environmental site clearance needs. Expertise with clearance for municipal operations, non-profits, and federal programs. Initiatives with Phase I reviews and HUD Format I assessments in organization of tiered and multiple site reviews for area clearances. Expertise in: data retrieval; agency interviews and site reconnaissance to facilitate clearance. Ability to prepare and develop complex projects in fast paced environments. Known for logical, practical planning and implementation. ***Committed to excellence***; articulate and persuasive in interpersonal and verbal/written communications; comfortable in professional relations with the highest-level executives and government officials. Experienced in Staff training and team building.

SELECTED PROFESSIONAL CREDENTIALS

- 26 years experience as primary environmental review developer and manager.
- 10 years independent consulting on Phase I, Phase II and Phase III ASTM standard environmental assessments and HUD §24 CFR Part 50 as well as §24 CFR Part 58 environmental reviews.
- BS Education Texas A&M. Biology Major/Chemistry Minor
- Certified Environmental Manager (CEM) license #13227 from the Environmental Assessment Association.
- EPA certified as a lead-based paint activities firm in REGION 9 U.S. EPA Certified under Section 402 of TSCA 40 CFR Part 745, Subpart L expires January 12, 2011; EPA certified for Tribal Jurisdictions through January 12, 2011 - T9-10-012007-0134 and AZ-10-012007-0134 respectively.
- Environmental Assessment and Housing Quality Standards review specialist. HUD trained reviewer, specifically qualified for Federal environmental assessment reviews as well as lender liability assessments.

ATTACHMENT #4
NSP HOMEBUYER ASSISTANCE PROGRAM
POLICIES AND PROCEDURES

City of Avondale NSP Homebuyer Assistance Program
Policies & Procedures
By
Housing Our Communities, Inc. (HOC)
fka Housing For Mesa, Inc. (HFM)

a. Staffing and Administrative Structure

Staffing Practices*

HOC hires staff after completing outreach which includes postings targeted to low and moderate income persons and neighborhoods where they live. Postings shall be advertised with local housing authorities to also target section 8 recipients as well as at the DES offices. All vacancies and recruitments must include a position description including minimum qualifications. All job postings and advertisements for employment must include Equal Opportunity and non-discrimination language. Copies of any position notices or advertisements and proof of publications and contacts must be kept together with all information for the position being filled. HOC will document contact with potential employees when a position is available. A record on interviews, questions asked and replies given for each vacancy must be kept on file for future position requirements. HOC will accept any unsolicited resumes for possible future positions and will notify such candidates of vacancies as they become available.
Interviews for all positions will be conducted by the person in charge of supervising the position to be filled and at least one other staff member. A recommendation will be made to the Executive Director who has authority for final approval for filling positions. Wage and benefit negotiations will be conducted by a representative of the finance/administration department.

New HOC personnel will be required to read and adopt the HOC Corporate Policies and Procedures, which can be found at the corporate offices of HOC. This includes policies such as employment at will, code of conduct, anti-harassment/anti-discrimination, performance, violence, attendance, termination, confidentiality, drug/alcohol, payroll, technology, travel, and medical benefits.

*Found in general HOC Policies & Procedures

b. Marketing and Advertising

HOC uses an Affirmative Marketing Strategy that targets families earning less than 80% of the Area Median Income (AMI). With the new NSP program, HOC will also seek to target those up to 120% AMI. HOC also targets underserved populations such as minorities and female headed households. All notices and advertisements are required to obtain Equal Housing Opportunity logo or slogan in addition to the handicap accessible symbol. Federal fair housing posters shall be posted in the lobby and classrooms where services are provided. HOC shall use a variety of outreach methods to reach the greatest number of people in the community. All outreach materials shall be made available in English and Spanish. A file containing all outreach efforts shall be maintained along with

a record of assessment of the results of these efforts (number of households reached, number of events, dates & times, etc.) The following is a list of outreach methods used by HOC:

- Flyers – distribution through mail, schools, community outreach events, lending institutions, real estate agents, and other non-profit agencies
- Newsletters- HOC has a bi-annual newsletter that is mailed to partners and donors as well as program recipients. HOC also advertises in city newsletters, chamber of commerce mailings, and realtor association newsletters.
- Presentations- HOC targets parent/teacher organizations, headstart meetings, churches, local employers, city employees, and community centers. This can consist of a speaking engagement or a booth to disburse information to the public.
- Television/Radio/Media- HOC advertises on local public television broadcasted to those living in target areas as well as participates in radio broadcasting when requested. HOC submits press releases for events and activities in the program to local media that would be of interest to the community. Newspaper articles and advertising is also utilized as a tool to reach a broad population which includes the Arizona Republic as well as local press coverage.

c. Application Approval and Waiting List Procedures- The Counseling Process

Interested households looking to receive services from HOC will be asked to complete an HOC application. This application is available in English and Spanish. All households must initially come to a homebuyer education course with HOC or show proof of attending a similar course with another HUD approved counseling agency prior to receiving an individual counseling appointment. Items must be completed on the application such as household members, contact information, current living situation, employment history, asset/liability information, and a credit consent form to enable a credit report to be pulled for counseling purposes. The application is also attached to a program description form which outlines all necessary program components and guidelines for the household to be aware of prior to submitting an application.

Applications are received on a first come, first serve basis and will be date/time stamped for counselor use. At the time of application entry, HOC will enter all family information into an online tracking database called CounselorMax® and will be followed by a scheduled pre-purchase counseling appointment with their assigned housing counselor. Counseling staff generally schedule the households for the soonest available counseling appointment. Households will be notified by mail within 7-10 business days of their scheduled appointment. At this time, clients can then call to reschedule or ask any related questions of their housing counselor. If the counselors feel as though schedules are becoming a concern and clients are not being scheduled in a timely manner, a waiting list may be generated by the Director of Education & Counseling. Clients will be notified of this waiting list that will be generated based on the application return date stamped on the application.

Once a housing counseling appointment with the family has occurred, the housing counselor will also enter any related information into the database for tracking purposes. All client documentation collected for each household and or completed by the housing counselor is maintained in a fire proof, lockable filing cabinet. This can consist of but not limited to pay stubs, tax returns, third-party verifications, verification of employment, verification of rental history, a household budget, bank statements, debt information, credit reports, housing work plan, certificate of authorization forms, and other related housing information. Households who are not ready for homeownership as determined by their housing counselor, will remain on a housing work plan to complete any necessary components (i.e. credit, reducing debts, increasing income/job stability, establish savings, rental history, etc.) This work plan will then be monitored by the housing counselor until the family has resolved all necessary items and will be ready for homeownership. Client readiness is determined on a case by case basis. Once all necessary items are collected and verified to be completed, the family can then move onto the lending component of the program. If the household already possesses a lender approval, all mortgage information will be reviewed by the housing counselor and eligibility will be determined.

d. Financial Underwriting Standards and Eligibility Requirements

- Income – All households will be evaluated by a review of household income using Definition 2: Annual Income as reported on the Census Long Form per HUD guidelines. Income guidelines for Maricopa County will be used and dependent on household size, the qualifying person must earn below 120% of the Area Median Income (AMI).

- Mortgage Criteria: The following will be reviewed by the housing counselor and verified with a good faith estimate and truth in lending statement. Borrower is responsible for securing their own mortgage however referrals can be made to industry lenders when needed. Each homebuyer must be able to qualify for a 30-year fixed rate mortgage based on household income, credit, employment, and debt. HOC does NOT provide mortgages.

    - Ratios cannot exceed 33/41- total monthly PITI (Principal Interest Taxes Insurance) + HOA (Home Owners Association) cannot exceed the front end ratio of 33% of their gross monthly income; total debt ratio or back end ratio cannot exceed 41%
    - Interest rate and closing costs/fees cannot be excessive (as determined by HOC Counselor)
    - NO negative amortizing loans
    - NO pre-payment penalties
    - NO interest only loans
    - Purchase price cannot exceed $300,000 as determined by the participating jurisdiction.

- Other Eligibility Criteria: Borrower must contribute a minimum 1% of the purchase price from their own funds to be used towards the transaction. These funds must be documented and in the borrowers personal checking/savings account- these funds cannot be borrowed or gifted in any way. Client must attend a HUD-approved homebuyer education course from HOC or other certified agency, and one-on-one counseling with HOC.

e. **Procurement Procedures** - Please see attachment to these policies for the HOC Organizational Procurement Policies.

f. **Property Inspection Process, Rehabilitation, and Payment Procedures**

- Eligible properties: This will be evaluated once a real estate contract is signed and executed, received by the HOC counseling and property departments. Working with the family and the realtor will be crucial during this stage to ensure property is eligible for the NSP program as well as crucial to negotiate the 15% reduction in sales price based on the appraised value. Funds will be available on first come, first serve basis in order of the real estate contract received and eligibility is determined. Homes must be located inside the city of Avondale; located in the targeted communities as identified by the participating jurisdiction; single family, patio, town homes or condominiums are eligible; and cannot be manufactured housing. The housing counselor will calculate all necessary components including purchase price, approved loan amount, subsidy funds, additional closing funds, factor in rehabilitation to be provided, and verify that the amounts are still within the affordable 33/41 ratio in order for the transaction to continue.

- Inspections: HOC will order an HQS home inspection and a standard home inspection from independent home inspectors once in the contingency period. Any and all noted Housing Quality Standard repairs MUST be corrected prior to closing by the SELLER, or any items identified on the home inspection identified by the HOC property department as necessary repairs will be scheduled after closing unless the items are related to accessibility requirements. The cost of the home inspections may be paid by HOC upfront and reimbursed by The City of Avondale. If the seller does not agree to fix necessary items, HOC will then request funds from The City of Avondale for rehab to be completed after closing and a list of items will be given to the appraiser for further review. If the client is receiving a 203(k) loan, HOC may not come out of pocket for the repairs as it will be factored into their mortgage. The property may not be eligible if rehab is in excess of $40,000 or deemed inhabitable by property staff and/or inspectors and realtors.

- Real Estate Agents: The utilized realtor will need to be educated on all necessary requirements prior to bidding on the property to avoid any issues during the contract process. The household has the right to choose their own realtor but it is then the responsibility of the realtor to become educated through the HOC

housing counselor on program requirements and eligible properties prior to bidding on a property. HOC may complete an RFP process requesting a limited number of realtors for use by this program due to its level of expertise and knowledge of the NSP program and regulations set forth by the jurisdiction. This will be approved by The City of Avondale prior to moving forward with this process.

- Environmental Inspections: These inspections will be completed simultaneously with the HQS home inspection by a licensed inspector in the state of Arizona. This cost will be paid by HOC and receive reimbursement from The City of Avondale.

- Lead Based Paint: If the home is built before 1978, a lead based paint test must be ordered and completed. If any lead is identified, the seller or HOC must repair and remediate the issues found in the inspection in order the property to remain eligible under this program.

- Payment Procedures: A draw will be submitted to The City of Avondale on a per property basis. This will include all eligible costs as seen on the pricing worksheet including developer services, homebuyer education, counseling, and outreach; in addition to the down payment & closing costs. A property set-up request will be submitted at the start of the inspection period for an eligible property with estimated funds being requested however as the contingency period is completed and rehab costs are identified, updates will be sent to the city for review. A draw request will be submitted at the time HOC reviews the final settlement statement and necessary funds are identified as well as all rehab has been identified. A separate draw for rehab costs may be performed in order to work efficiently within this tight time frame. Any reports or documentation required by The City of Avondale will be submitted at this time for the draw request (receipts, inspections, invoices, counseling and education activity, etc.) HOC will seek to request funds at least 15 days prior to the close of escrow date on the property however with final numbers being determined prior to the actual closing, these numbers are subject to change. This will be completed by the Project Manager and/or Property Development Director. Any funds requested and not utilized will be submitted back to The City of Avondale for use under this contract.

g. Housing Maintenance Counseling

- Post-Purchase Education classes will be offered to program beneficiaries as an added benefit which will cover topics relevant to first time homebuyers such as: budgeting, predatory lending, home maintenance, home improvements, living wills, filing taxes as a homeowner, purchase a car, etc. Clients will be able to attend these classes as long as they remain in their home for the affordability period.

- Ongoing counseling and education is provided to those who have received financial assistance for the term of their primary mortgage or until all obligations to HOC cease. Homeowners will receive HOC newsletters and class mailings announcing schedules of classes and availability of housing counseling staff.

h. Loan closing and Recording

- Down Payment & Closing Costs Assistance: To ensure affordability, HOC will use NSP funds to provide eligible buyers with financial assistance up to $35,000. A maximum of $30,000 can be used for down payment assistance and a maximum of $5,000 to be used for closing costs as a gift. These funds will be reserved and used on an as-needed basis, determined by the housing counselor. Only funds needed for the transaction will be reserved and utilized for the transaction. The settlement statement as provided by the title company will assist in determining if funds are needed for the transaction. If all program funds are drawn down prior to the end of the contract period, a waiting list for funds will be generated by the Director of Education and Counseling, to ensure all participants will be provided with fair and equitable service. Once future funds are made available, the waiting list will then be notified in subsequent order.

- Down payment funds will be held in the form of a due upon sale or transfer, zero interest, zero payment, second mortgage with The City of Avondale as the beneficiary for all program funds. The closing costs will be provided in the form of a grant. Rehabilitation costs may be held in the 2nd, identified as a 3rd note, or given as a gift to the borrower as determined by The City of Avondale at the time of program implementation. The second mortgage is secured by a deed of trust and promissory note. These documents will be prepared by HOC and given to the title company to record at the time of closing. Funds will be wired directly from The City of Avondale.

- Prior to the closing of an eligible property by a program participant, HOC must provide a pre-close counseling session. This counseling will consist of loan review of all closing documents, certification of program completion, and a final review of all closing funds. This counseling can be provided in person or over the phone depending on the client's availability.

i. Loan Servicing

- HOC will provide post-purchase services for all households that receive NSP funds to purchase their first home. The City of Avondale will be the beneficiary on the 2nd note and deed, however HOC can be contacted if clients wish to sell, refinance, or have other general questions post-purchase. HOC will be available during the period of affordability as well as for the full term of the borrowers first mortgage.

- Foreclosure Prevention counseling will also be offered to any program beneficiaries who find themselves in financial stress over their home mortgage. Topics can include but are not limited to: financial management, income changes, refinancing, remodeling, loss mitigation, loan modification, default, and foreclosure.

j. Lien Release

- Once a client sells the property or refinances to pay back the note, documents of release and reconveyance will be submitted to a title company for recordation by The City of Avondale. The client will then no longer hold any obligation to The City of Avondale.

k. Grievance and Quality Assurance :

- The Board of Directors of HOC adopted a policy of non-discrimination, which states that HOC does not discriminate in the admission or access to, or treatment or employment in, its federally assisted programs or activities on the basis of race, color, religion, sex, national origin, disability, or familial status. Further, if any person feels that they have grounds to register a complaint of discrimination on the basis of any of the categories described, that person will have the right to file a written complaint with the president of the agency, who shall review the matter and respond in writing to the complainant. Any requests for special accommodations or accessibility complaints shall be directed to John R. Smith, ADA compliance officer for the corporation.

  If the complainant desires to pursue the matter further, he/she shall make a written request to the Executive Committee of the Board of Directors setting out the grounds for the complaint. At its discretion, the Executive Committee may invite the complainant to meet with them, or it may issue a written response solely on the basis of the written materials presented to it. If a written statement is requested from the staff of HOC, a copy of that document shall be provided to the complainant, who shall be given opportunity to respond. A decision of the Executive Committee shall be considered the final resolution of the matter. In all cases, there shall be prompt resolution of all complaints at every stage of the due process.

l. Program Income and Recapture Provisions

- HOC does not anticipate program income however if program income is received, HOC will follow NSP guidelines as directed by The City of Avondale.
- The City of Avondale will recapture the entire amount of the NSP investment from the homeowner that was used for down payment assistance. These funds will be used for program eligible costs as instructed by the participating jurisdiction unless otherwise instructed.

m. Accounting

- It shall be the policy of HOC to create and maintain accounting, billing, and cash control policies, procedures and records which are consistent with Generally Accepted Accounting Principles (GAAP) and which meet the requirements of state and federal statutes and regulations. HOC accounting, audit, and financial management policies are designed to protect and secure the assets of HOC; ensure the maintenance of accurate records of HOC's financial activities; and ensure compliance with governmental and private funder reporting requirements.

- Executive Director, or his/her designee, will be responsible for compiling monthly and year-to-date reports on all cost centers by revenue source, expense code, and asset and liability account balances. Periodic reports will be provided to The City of Avondale as requested or required by contract. Any significant adjustments or changes in spending policies/budget plans from the original approved budget will be submitted by the Executive Director to the Board of Directors and The City of Avondale.

- HOC will contract for an independent audit to be performed by a Certified Public Accountant (CPA) at the conclusion of each fiscal year.

n. Refinance and Subordination

- Any refinancing that allows for cash to be taken out of the property, debt consolidation, or an increase in monthly payment requires repayment of the NSP funds. Cash out for home improvements will be viewed on a case by case basis and must be thoroughly reviewed by the housing counselor prior to making a determination. The following factors will be considered: use and need of funds, relationship of request to period of affordability, financial burden, change in housing debt ratio, and the amount of equity in the property.

- The City of Avondale will only subordinate its position for a favorable change in rate and/or term of the original first note.

- Any exceptions to the above will be made on a case-by-case basis by the housing counselor and executive director.

- Upon transfer of title, the NSP funds are due immediately back to The City of Avondale (usually from the sale of proceeds).

- Upon disclosure or discovery by HOC or the participating jurisdiction or the primary mortgage lender, that the property is no longer the primary residence of the borrower within the operable period of affordability, the funds will become due and payable within 30 days. It is a requirement of the program that this home remain the primary residence of the borrower for the period of affordability.

o. File Retention/Reporting/Program Compliance

- All program related files and records will be kept on-site in fire-safe, locked filing cabinets for the term of the contract and/or until all program files are audited by an independent CPA and The City of Avondale staff. Once this has been completed, HOC send all expired financial and program related information to a secure off-site storage facility to be held for a minimum of five (5) years before being destroyed. All program beneficiary files (family-related filed) will be kept on site permanently or unless instructed to do otherwise by the city. All files, on or off site, are easily accessible upon request.

- Program reporting and compliance will be performed by the Project Manager in conjunction with the Property Development Director and Executive Director. Reports and documentation will be provided upon request as determined by contract. All necessary demographic/household information as well as closing documents, financial information, and other program related files will also be available as requested by the city.

- All records will be made available to city staff upon request and/or at the time of annual/semi-annual monitoring visits. HOC will be available to accommodate any reasonable request made by city staff in relation to this project.

The above program related policies coincide directly with the adopted organizational policies and procedures. Program related policies for The City of Avondale program have not been adopted by the HOC Board of Directors. If any discrepancies are found, the organizational policies supersede the program related policies due to the board's adoption.

Executive Director

02 26 09
Date

Procurement Standards

(per 24 CFR Part 84 Section 84.84
And
OMB Circular A-110, Attachment O)

These written procedures are established in order to comply with applicable federal laws and executive orders. Specifically, these procedures provide the following standards to ensure that materials and services are obtained in an effective manner for the programs operated by HFM, which receives federal funding. These procedures incorporate by reference the standards set out in 24 CFR part 84 Section 84.84 as well as the following:

A. These are the required standards for use by HFM in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders. No additional procurement standards or requirements shall be imposed by the Federal awarding agencies upon HFM, unless specifically required by Federal statute or executive order or approved by OMB.

1. Responsibilities. The standards contained in this section do not relieve HFM of the contractual responsibilities arising under its contract(s). HFM is the responsible authority, without recourse to the Federal awarding agency, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. This includes disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority as may have proper jurisdiction.

2. Codes of conduct. HFM shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in HFM. The officers, employees, and agents of HFM shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, HFM may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

B. <u>All</u> procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

1. HFM shall be aware of conflicts of interest or non-competitive practices among contractors that may eliminate or restrict competition or otherwise restrain trade(s)
2. HFM shall develop/draft specification requirements to avoid unfair competitive advantage and to ensure contractor performance.
3. HFM shall award bids or offers that are most responsive and advantageous to the current federal program with price and other factors considered.
4. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by HFM.
5. Any and all bids/offers may be rejected when it is in the best interest of HFM to do so.

C. The minimum procedural procurement requirements to be followed are:

1. To avoid purchasing unnecessary items

2. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the Federal Government.

3. Solicitations for goods and services provide for all of the following:

   (a) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
   (b) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
   (c) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
   (d) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
   (e) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
   (f) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

4. Positive efforts shall be made by HFM to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. HFM incorporates herein by reference the Minority and Women's Business Enterprise Policy and Procedures for CDBG and HOME Program recipients and shall take all of the following steps to further the goal.
   a) Ensure that qualified small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable,

through solicitation of bidding, professional services, or rehabilitation contracts.

b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c) Consider in the contract process whether firms competing for larger contracts intend to subcontract and require the prime contractor to take the affirmative steps to work with small businesses, minority-owned firms, and women's business enterprises.

d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually, it can then be divided into smaller tasks or quantities so as to permit maximum small businesses, minority-owned firms, and women's business enterprise participation.

e) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority- owned firms and women's business enterprises.

5. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by HFM but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.
6. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. In certain circumstances, contracts with certain parties are restricted by agencies' implementation of E.O.s 12549 and 12689, "Debarment and Suspension."
7. Recipients shall, on request, make available for the Federal awarding agency, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply.

(a) HFM's procurement procedures or operation fails to comply with the procurement standards in the Federal awarding agency's implementation of this Circular.

(b) The procurement is expected to exceed the small purchase threshold fixed at 41 U.S.C. 403 (11) (currently $100,000) and is to be awarded without competition or only one bid or offer is

received in response to a solicitation, except for projects completed by HFM's general contract partner.

(c) The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

(d) The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under a sealed bid procurement.

(e) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

D) Cost and price analysis. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

E) Procurement records. Procurement records and files for purchases in excess of the small purchase threshold shall include the following at a minimum:

1) basis for contractor selection
2) justification for lack of competition when competitive bids or offers are not obtained
3) basis for award cost or price.

F) Contract administration. A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. HFM shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

G) Contract provisions. HFM shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

1) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
2) All contracts in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

3) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds $100,000. For those contracts or subcontracts exceeding $100,000, the Federal awarding agency may accept the bonding policy and requirements of the recipient, provided the Federal awarding agency has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows.

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(d) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

4) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

5) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A of OMB Circular A-110, as applicable.

ATTACHMENT #5
PRICING

HOC

SECTION B

CITY OF AVONDALE
NEIGHBORHOOD FAMILY SERVICES DEPARTMENT
NS 09-043

BUDGET

Homebuyer Assistance Consumer Based				Units: 40	
Activity	Unit Cost	Soft Second Unit Cost	NSP (Program Funds)	Private Finance	Totals
Property Acquisition	$	$	$	$ 4,590,000	$ 4,590,000
Down Payment	$ 15000	$ 15000	$ 600,000	$	$ 600,000
Closing Costs	$ 3500	$	$ 140000	$	$ 140 000
Developer Services	$ 2316	$	$ 92640	$ 80,000	$ 172640
Administration	$	$	$	$ 66,960	$ 66,960
Education and Counseling	$ 2594	$	$ 103,760	$ 68480	$ 172240
Property Transfer Costs	$	$	$	$	$
Rehabilitation	$ 7340	$ 7340	$ 293,600	$	$ 293,600
Totals	$ 30,750	$ 22,340	$ 1,230,000	$ 4806440	$ 6035440
Total Per Unit Cost	$ 30,750	$ 22,340			

Any indirect costs charged must be consistent with the conditions of subsection 16.3(b) of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to this budget must be approved in writing by the City and the Subrecipient.

ATTACHMENT #6
VENDOR INFORMATION FORM

III. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Subrecipient Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Housing Our Communities, Inc.
VENDOR SUBMITTING PROPOSAL

86-0616399
FEDERAL TAX ID NUMBER

John R. Smith, CEO
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

251 W. Main St., Suite 2
ADDRESS

480-649-1335 480-649-1020
TELEPHONE FAX #

Mesa A2 85201
CITY STATE ZIP

DATE

WEB SITE: www.housingourcommunities.org

EMAIL ADDRESS: john@housingourcommunities.org

SMALL, MINORITY, DISADVANTAGED, WOMEN-OWNED BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS (check appropriate item(s):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Labor Surplus Area

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

ATTACHMENT #7
ACKNOWLEDGEMENT OF ADDENDA
RECEIVED
ADDENDUM #1

CITY OF AVONDALE
NEIGHBORHOOD FAMILY SERVICES DEPARTMENT

REQUEST FOR PROPOSALS
NSP HOMEBUYER ASSISTANCE PROGRAM
NS 09-043

Addendum No. 1

Date: February 24, 2009

From: Andrew Rael, Project Manager

Subject: Addendum No. 1 to the Request for Proposals No. NS 09-043

Bid Deadline: **March 2, 2009**, (REVISED) 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of a changes to the Due Date and Time and to Article I, RFP Process; Award of Agreement, of Request for Proposals No. NS 09-043 released on February 3, 2009.

ADDENDUM

1. The Due Date and Time is hereby changed to **March 2, 2009, 3:00 PM** (local time, Phoenix, Arizona).

2. Paragraph 1, Article I, RFP Process; Award of Agreement, Section 1, Purpose; Background, is hereby amended as follows:

1. Purpose; Background. The City of Avondale (the "City") is issuing this Request for Proposals (this "RFP") seeking proposals from qualified ~~community firms,~~ NON-PROFIT agencies or collaborations (the "Vendor") to implement a homebuyer assistance program (the "Services"), as more particularly described in the Subrecipient Agreement (*see* Section B of the RFP) and the Scope of Work attached thereto as Exhibit C. In accordance with the City's Procurement Code, the City will accept competitive sealed proposals ("Proposals") for the Services specified in the Scope of Work in the Subrecipient Agreement. The selected Vendor will be required a sign a Subrecipient Agreement with the City in a form acceptable to the City Attorney to ensure compliance with the City's policies, procedures and regulations and all other applicable state and federal regulations.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR PROPOSALS

NSP HOMEBUYER ASSISTANCE PROGRAM
NS 09-043

Addendum No. 1

Housing our communities, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Signed, February 26, 2009.
Date

John R. Smith
Print Name

President + CEO
Title

Housing our communities
Company Name

251 W. Main Street, Suite 2
Address

Mesa, AZ 85201
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT C
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOUSING OUR COMMUNITIES, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Program Description; Background. The Neighborhood Stabilization Program ("NSP"), Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA"), appropriated $2,466,039 for the City of Avondale (the "City") to assist in the redevelopment of foreclosed homes. The U.S. Department of Housing and Urban Development ("HUD") issued regulations on September 29, 2008 (the "Regulations") specifying the activities that may be undertaken by local governments for the use of such funds. This Subrecipient Agreement secures services for a homebuyer assistance program ("Program") eligible under the Regulations. Additionally, on February 25, 2009, the American Recovery and Reinvestment Act of 2009 (the "Recovery Act") appropriated an additional $2,000,000,000 to State and local governments to mitigate the impact of foreclosures through the purchase and rehabilitation of foreclosed, vacant properties in order to create more affordable housing and renew neighborhoods devastated by the economic crisis. As a result, the total funding for the Program increased by approximately $500,000 to approximately $1,730,000, subject to availability by HUD (the "Program Funds"). It is expected that approximately 50 homebuyers will be assisted with the Program Funds. The Subrecipient will select the qualified homebuyers using one of two methods: a) 100% consumer-based program whereby the Subrecipient assists a qualified homebuyer purchase the home or b) a secondary approach whereby the Subrecipient purchases the home, refurbishes the home and resells it to a qualified homebuyer ("the Secondary Approach"). The Program is designed to be consumer driven; however, under certain circumstances the selected Vendor may utilize the Secondary Approach upon prior approval from the City for the reasons specified below.

2. Scope of Work. The Subrecipient shall implement all aspects of the Program including contract administration, marketing, Real Estate Owned ("REO") property identification, application intake and determining whether the homebuyers are qualified under the Regulations, homebuyer counseling, homebuyer education, purchase negotiation and contract transactions with REO, loan servicing and long-term compliance. The Subrecipient will implement the Program which will convert vacant, foreclosed, bank-owned and sometimes stripped-out homes into refurbished homes owned and occupied by low, moderate and middle income homeowners. Pursuant to HERA, the initial expenditure of the Program Funds must be used within the first 18 months of receipt. The Subrecipient may select the qualified homebuyers using either the 100% consumer-based program or the Secondary Approach upon prior approval from the City. Under the consumer-based program the homes are purchased directly by the homeowners who will be guided through the process by the Subrecipient. Under the Secondary Approach the homes are purchased by the Subrecipient and resold to the homebuyer. The City may approve the Subrecipient's use of the Secondary Approach to achieve maximum homeownership including utilizing exceptional bulk purchase discounts, economies of scale related to the poor condition of one or several homes and when the Program Funds 18 month initial expenditure deadline is imminent.

The Subrecipient will primarily perform the following activities in the conduct of the Program: 1) homebuyer education and counseling; 2) down payment and closing cost assistance to buyers; and 3) rehabilitation of homes. Approximately 50 homes will be converted in Target Neighborhoods (See *Avondale Neighborhoods Targeted for NSP Funds* located in Exhibit E). Homes will be purchased from banks at a discount of at least 5% (less than the current market appraised value) for individual properties and 15% for bulk or aggregate purchases of property.

Eligible homebuyers are low-moderate-middle income persons with household income not greater than 120% of the HUD Area Median Income. If the homes are first acquired by the Subrecipient, the sales price to the eligible homeowner must by no greater than the cost of acquisition and rehabilitation (including delivery costs). Eligible homebuyers shall occupy the home as their only residence. Each homebuyer assisted with Program Funds will receive and complete at least eight hours of homebuyer counseling from a HUD-approved counseling agency. Homebuyers will obtain a mortgage from a lender who agrees to comply with bank regulators guidance for non-traditional mortgages. All mortgages will be 30-year fixed prevailing rate loans. Debt ratios for homebuyers may not exceed 31% for the house payment and 41% total debt (33/41). Monetary assistance provided to homeowners will be in the form of a no-interest, soft second loan which will be recaptured at the time of sale or refinance of the home. Recaptured funds will be used to assist a subsequent homeowner for the purpose of meeting long term affordability provisions of the HOME Program as stipulated in 24 C.F.R. § 91.254.

The Subrecipient will administer the Program in accordance with the HERA, its subsequent HUD regulations titled: (Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees Under the Housing and Economic Recover Act 2008 (HERA); Notice) and the Code of Federal Regulations 24 C.F.R. part 570, CDBG Community Development Block Grants ("CDBG") as amended by the HERA.

The Subrecipient(s) shall be responsible for all components of Program whether performed directly or under contract by a subcontractor which include but may not be limited to the following:

a. Provide technical assistance to the general public in connection with the daily operation of the Program.

b. Perform contract administration according to written administrative procedures to ensure effective, consistent implementation of the Program.

c. Market and promote the Program ensuring that all citizens have access regardless of language or other accessibility obstacles.

d. Conduct buyer recruitment process qualifying applicants for compliance with HERA and CDBG regulations and ensuring they progress to the education and counseling process.

e. Providing formal homebuyer education curriculum compliant with HERA.

f. Provide homebuyer counseling to assist new homebuyer(s) with finding a foreclosed home to buy, obtaining a mortgage lender and title company and assist buyer with all aspects of the homebuyer process as necessary.

g. Identify REO owned foreclosed properties for sale and negotiate sales contracts securing discounts in accordance with the HERA.

h. Establish working relationships with REOs and institute streamlined procedures for accessing available homes, appraisals, purchase contracts and receiving minimum discounts of 5% individually and 15% in aggregate.

i. Assist with the acquisition of homes at a 5% discount from appraised value and 15% discount in aggregate for all homes purchased.

j. Rehabilitate homes in compliance with the Minimum Basis Housing Rehabilitation Standards of the Maricopa County HOME Consortium as necessary.

k. Resell homes to qualified homebuyers at a cost no greater than the cost to acquire, rehabilitate and transfer ownership.

l. Provide grants for closing costs and loans for down payments determining assistance to homebuyer based on home affordability with respect to buyer's income and debt ratios not to exceed 33% house payment and 41% total debt (33/41).

m. Coordinate, repair and rehabilitate homes with City housing rehabilitation providers or other providers including Subrecipient resources as necessary using HUD 203 (K) loans and other mechanisms to postpone rehabilitation until after the home purchase.

n. Conduct environmental reviews of homes that comply with 24 C.F.R. Part 58 and lead paint assessment compliant with 24 C.F.R. Part 35.

o. Conduct inspections of homes for compliance with local building codes and Housing Quality Standards ("HQS") standards.

p. Accomplish homeownership in some cases, with prior approval by the City, by acquiring, rehabilitating and re-selling the property to a HERA qualified buyer. The City may approve this method to achieve maximum homeownership including utilizing exceptional bulk purchase discounts, economies of scale related to the poor condition of one or several homes and when the Program Funds 18 month initial expenditure deadline is imminent.

q. Work in cooperation with Sustainable Home Ownership ("SHO") Initiative to acquire, rehabilitate and sell foreclosed properties to HERA qualified buyers, ensure seamless service provision for clients, increase capacity of individual non-profit members and work cooperatively to ensure efficient transfer of clients and information between jurisdictions.

r. Prepare Deeds of Trust and Promissory Notes necessary to secure down payment and closing cost assistance as no-interest, due-on-sale loans for assisted buyers and ensuring 100% recapture to meet affordability requirement of 24 C.F.R. Part 92. The City shall be listed as the beneficiary for all loans.

s. Prepare monthly electronic progress reports for the City which lists the assisted properties and their completion status and other reports as required.

t. Prepare and submit reports, inspection records, lien releases, warranties, as required by the City.

u. Prepare semi-annual small, minority, disadvantaged, women business enterprises and labor surplus area firms and Contractor and Subcontractor Activity Reports for submission to the City as required by HUD.

v. Perform loan servicing for all loans including enforcement of loan affordability compliance.

3. Down Payment and Closing Cost Assistance. Program Funds may be used to pay down payment and closing costs for the purchase of a home by a buyer qualified according to HERA regulations. Program assistance for down payment on homes may not exceed $30,000 and $5,000 for closing costs. A total of $35,000 is allowed.

4. Housing Rehabilitation. Program Funds may be used to repair and rehabilitate homes as necessary to bring them up to local building code and HQS standards. The Subrecipient will ensure that energy efficiency improvements and green building standards are included in each rehabilitation work write-up. Repair and rehabilitation costs may not exceed $40,000 per home. In most cases, the rehabilitation should occur after the new homebuyer purchases the home using HUD 203 (K) loans and other mechanisms to postpone rehabilitation until after the home purchase.

5. Acquisition/Rehabilitation. The Program is designed to be consumer driven; however, acquisition by the Subrecipient is an eligible activity upon prior approval of the City. The City may approve this method to achieve maximum homeownership including utilizing exceptional bulk purchase discounts, economies of scale related to the poor condition of one or several homes and when the Program Funds 18 month initial expenditure deadline is imminent.

6. Eligible Beneficiaries. Eligible beneficiaries of Program assistance are homebuyers with a projected annual household gross income that does not exceed 120% of the HUD Area Median Income adjusted by household size at the time the commitment is made to the prospective homeowner. Income must be determined and verified according to HUD guidelines. Homebuyers must have sufficient credit and income to obtain a sufficient mortgage to participate in the Program. Buyer must contribute a minimum of 1% of the sales price from their own funds. The Subrecipient will cooperate with the City to ensure outreach to City teachers and public safety personnel to meet the City's goals to house 10 teachers and 10 public safety personnel. The Subrecipient will cooperate with agencies currently operating City funded homebuyer assistance programs to cross refer applicants and to accept client referrals as appropriate. Qualified applicants enrolled in current City homebuyer assistance programs will be given priority for assistance with Program Funds if current program funds are expended prior to those applicants receiving assistance.

7. Eligible Property Types. Homes that have been foreclosed upon, are REO owned and located within the Target Neighborhoods as identified on the map *Avondale Neighborhoods Targeted for NSP Funds* located in Exhibit E. Eligible property types are single-family detached homes and townhomes.

8. Required Property Standards. Purchased homes must meet all City codes and ordinances as well as HQS pursuant to 24 C.F.R. 982.401. The Subrecipient shall inspect (or have inspected by a third party) each home prior to closing. The results of the inspection are to be documented in writing. Work required to correct City Code violations or the presence of lead-based paint must be documented. If lead is abated, lead clearance is to be performed by a certified lead clearance professional. Homes to be purchased must meet accessibility standards if prospective occupants require special accommodations.

9. Maximum Home Price. The purchase price of the homes may not exceed $300,000 and must be discounted at minimum of 5% from the current market appraised value for each property with a minimum aggregate discount of 15% from current market appraised value for all properties purchased. Market appraised value is to be determined by a appraisal pursuant to the Uniform Relocation Act as further defined in the Code of Federal Regulations 49 C.F.R. § 24.103 and completed within 60 days prior to making an offer.

10. Minimum and Maximum Program Funds Investments. The maximum investment is $75,000. The minimum investment is $1,000.

11. Terms of Assistance to Homebuyers. Subrecipient must comply with the following terms of assistance to Program homebuyers:

a. Closing Costs Grants. Closing Costs shall be provided in the form of a grant.

b. Down Payment Loans. Down payment assistance must be offered in the form of a loan due to federal affordability requirements. A purchased home must remain occupied by the assisted low, middle, or moderate income family for a period of affordability corresponding to the level of assistance as stipulated in 24 C.F.R. Part 91.254 and indicated below or if the home is sold prior to the specified period of affordability a pro-rata share of the assistance must be paid back to the beneficiary. The City shall be listed as the beneficiary for all loans. All down payment loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property and shall have a term equal to or greater than the affordability period. The City will ensure affordability through a 100% recapture of funds. Assistance will be provided to homeowners as a no-interest soft-second mortgage that is due on sale or refinancing. Recaptured funds will be used to assist subsequent qualified low, middle or moderate income buyers.

Minimum Periods of Affordability Homeownership	
Assistance Amounts	Minimum Period of Affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

12. Financial Underwriting. The Subrecipient is to review all primary mortgages prior to providing the assistance to ensure the following: 1) mortgage loans are 30-year fixed interest rate loans; 2) mortgage loans are not sub-prime loans; 3) mortgage loans have reasonable

interest in line with current prevailing interest rates; 4) closing costs are not excessive; 5) lender fees are not excessive; and 6) mortgage lender underwriting is using debt ratios not to exceed 33% for the housing payment and 41% for maximum total debt (33/41).

13. Subordination of Down Payment Loan to Primary Mortgage Lender. Subrecipient down payment loan should be in second lien position but may subordinate further if necessary. No Subrecipient shall subordinate its loan position for the purpose of refinancing a primary mortgage if refinancing results in "cash-out" to the homeowner or an increase from the original monthly housing payment.

14. Eligible Costs. Eligible costs are acquisition, disposition, down payment, principle buy-down, closing costs, rehabilitation and accessibility improvements.

15. Eligible Soft Costs. Eligible soft costs include the fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, property inspection fees, housing counseling fees, homeownership education fees, Subrecipient services, lead testing services, environmental services, affirmative marketing and building permits.

16. Program Income. All program income received both during the Agreement and after Agreement expiration shall be used to assist homebuyers with purchasing homes in the City. Any activity related to the use of Program Funds will be provided in an annual report to the City.

17. Local Service Provision. The Subrecipient shall provide homebuyer education, homebuyer counseling and foreclosure prevention services locally making use of the City's public buildings and specifically the Avondale Housing Resource Center. It is understood that such services will also be provided regionally from other locations.

18. Subrecipient Homebuyer Assistance Policies and Procedures. Subrecipient shall conduct homebuyer assistance activities in compliance with Homebuyer Assistance Policies and Procedures submitted with their Proposal.

a. Staffing and Administrative Structure

b. Marketing and advertising methodology

c. Application approval and waiting list procedures

d. Financial underwriting standards (maximum debt ratio of 33/41)

e. Procurement procedures

f. Construction inspection process and payment procedures

g. Housing maintenance counseling procedures

h. Loan closing and recordation process

i. Loan servicing policies and procedures

j. Lien release procedures

k. Grievance and quality assurance procedures

l. Program income policies and procedures

m. Accounting procedures

n. Refinance and subordination policies

o. File retention procedures.

19. Liaison. The Subrecipient will be expected to maintain communication with City Staff and attend meetings as required with the City and other city, local and federal officials.

20. Schedule of Completion. Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks in conformance with the primary schedule below. The Subrecipient Agreement term is from April 1, 2008 to June 30, 2013.

The following schedule estimates the approximate timeline to assist approximately 50 homebuyers with a 100% consumer based program.

Primary Schedule of Completion – 100% Consumer Based Model	
Task	Timeline
Start Homebuyer Education Classes	April 1, 2009
Complete 3 Home Purchases	July 30, 2009
Complete 5 Home Purchases	October 28, 2009
Complete 10 Home Purchases	January 30, 2009
Complete 20 Home Purchases	April 31, 2009
Complete 30 Home Purchases	July 31, 2010
Complete 40 Home Purchases	October 30, 2010
Reuse Program Income and additional NSP Funds if Received – 50 Home Purchases	June 30, 2013

21. Subrecipient
Primary Contact:

John R. Smith
President
Housing Our Communities, Inc.
251 West Main Street, Suite 2
Mesa, Arizona 85201
(480) 649-1335
john@housingourcommunities.org

Secondary Contact:

Stacy Neal
Vice President
Housing Our Communities, Inc.
251 West Main Street, Suite 2
Mesa, Arizona 85201
(480) 649-1335
stacy@housingourcommunities.org

22. City of Avondale Staffing. The City of Avondale will assign the following staff as the primary contact for Program transactions.

Andrew Rael
CDBG Manager
1007 South Third Street
Avondale, Arizona 85323
623-333-2715
arael@avondale.org

EXHIBIT D
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOUSING OUR COMMUNITIES, INC.

[Budget]

See following page(s).

City of Avondale Budget

Recipient	Housing Our Communities			Date	3/3/2009
Contract No		Contract Period	March 9, 2009 to June 30, 2013	Amendment No.	
Activity	NSP Homebuyer Assistance Program			Amendment	Yes ☐ No ☐
Recipient Address	251 W. Main Street, Suite 2, Mesa, Arizona			Zip	85201
Contact Person	Stacy Neal	email	stacy@housingourcommunities.org	Phone	480-649-1335
NFS Representative	Andrew Rael	email	arael@avondale.org	Phone	623-333-2715

Budget amendments must be approved in advance by the City of Avondale.

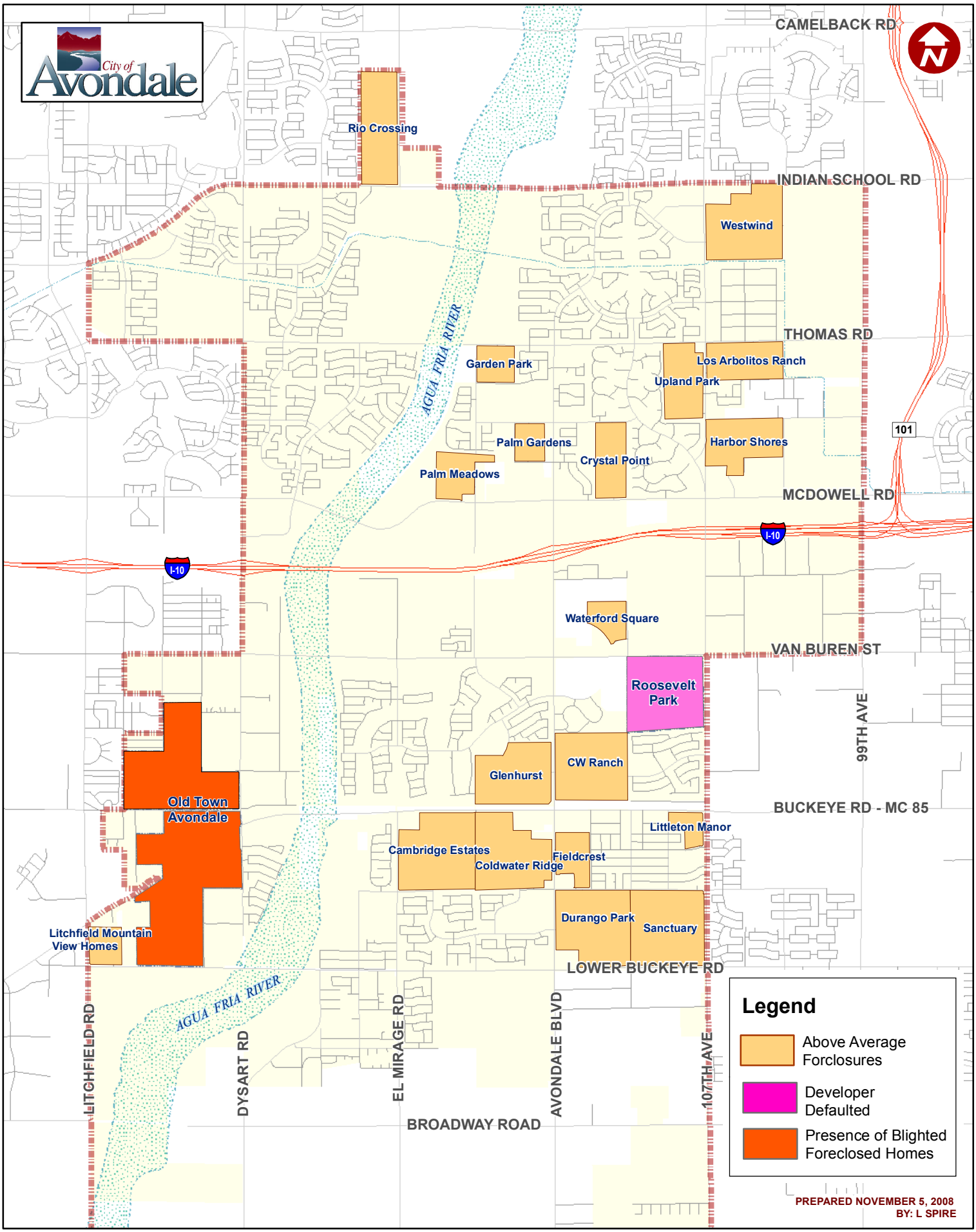
Budget Line Item	Original Budget NSP Funds	Amendment 1 NSP Funds	Amendment 2 NSP Funds		Total Budget
Property Acquisition	140,000				140,000
Down Payment and Closing Cost Assistance	832,500				832,500
Homebuyer Assistance Services	220,500				220,500
Education and Counseling	117,000				117,000
Property Transfer Costs	28,500				28,500
Rehabilitation	391,500				391,500
Totals	1,730,000				1,730,000

Recipient Authorized Signature (for amendment)	Date	Title		Date
		For City Use Only		
NFS Representative (for amendment)	Date		NFS Director (for amendment)	Date

EXHIBIT E
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOUSING OUR COMMUNITIES, INC.

[*Avondale Neighborhoods Targeted for NSP Funds*]

See following pages.



AVONDALE NEIGHBORHOODS TARGETED FOR NSP FUNDS

CITY COUNCIL REPORT

SUBJECT:
Resolution 2811-309 and Ordinance 1357-309 - Amendment to Chapter 6 of the Personnel Policies and Procedures - Benefits

MEETING DATE:
March 9, 2009

TO: Mayor and Council

FROM: Cherlene Penilla, Human Resources Director (623)333-2218

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Council will review and consider a proposed amendment to the Personnel Policies and Procedures, Chapter 6, Benefits, to accommodate the new "Green Friday" schedule and "Holiday Bank" during official City of Avondale observed holidays.

BACKGROUND:

On June 2, 2008, the City of Avondale implemented the Green Friday pilot program to extend customer service hours Monday through Thursday from 7:00 A.M. to 6:00 P.M., and close on Fridays. The Green Friday program was officially adopted by Council on October 6, 2008. The Green Friday program was implemented with the understanding that it was to enhance customer service and reduce costs to the City. In addtion, new software programs are requiring changes to policies to maximize efficiencies and update payroll practices.

DISCUSSION:

The City has operated under the new customer service hours Monday through Thursday from 7:00 A.M. to 6:00 P.M., approximately nine (9) full months. During this time period staff has developed a policy that meets the following objectives:

- Equalize the Holiday Leave allocation, so that each full-time regular employee receives 88 hours and each part-time employee receives 44 hours of holiday leave per fiscal year
- Identify the methods that maximize the number of days that City offices are open to serve citizens.
- Ensure the adoption of a Green Friday schedule or other alternative work schedules does not increase the costs of doing business for the City.
- Implement a system to increase the flexibility for employees to utilize their holiday compensation.

The following are major highlights of the Holiday Bank ordinance:

- A list of City of Avondale designated holidays will be prepared each year fiscal year and posted no later than June 1st.
- Holidays that fall on a Friday will not be designated as holidays for employees on the Green Friday schedule or for employees that work a schedule with Friday off. The eight (8) hours normally granted for holiday compensation will remain in the employees' Holiday Bank and be considered "floating holidays".
- Floating Holiday leave must be approved in the same manner as vacation leave.
- Floating Holiday leave may not be used for unplanned absences.

- Floating Holiday leave must be used in full day increments.
- For those times when an employee does not have enough holiday leave to cover a full day vacation leave or compensatory time may be used.
- Holiday leave will be forfeited if an employee leaves the City prior to using the leave or if an employee fails to use the leave prior June 30 of each fiscal year.
- There will be no “cash out” or “carryover” of holiday leaves.
- "Holiday Differential Pay" - Each June a list of Holidays will be published that will be designated for "Holiday Differential Pay". These are the actual observed holidays.
- Employees (non-exempt) that must work on a Holiday will be paid in addition to regular salary, “Holiday Differential Pay” equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. *(Holiday Differential pay is only for the actual holiday)*
- Employees that do not have vacation or compensatory leave time to cover a designated holiday will be placed in a Leave without Pay (LWOP) status.
- "Holiday" hours do **not** count as hours worked for purposes of overtime for hourly (non-exempt) employees.
- Firefighters working a 56 hour work week are not eligible for holiday pay.
- Sworn police officers, detention officers, park rangers and police communications staff will not be participating in the Holiday Bank program. Instead, they will receive eight (8) hours of compensation for specific holidays as they occur in the calendar. In addition, employees that work on the actual holiday will receive in addition to regular salary, "Holiday Differential Pay" equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

Additional major highlights of changes to Chapter 6 include:

- Implements sick leave accruals for part-time regular employees to conform to the same standards utilized for full-time regular employees. Sick leave accruals are set at 1.85 hours per bi-weekly pay period instead of fluctuating based on hours worked in the pay period.
- Implements vacation leave accruals for part-time regular employees to conform to the same standards utilized for full-time regular employees. Vacation leave accruals are set at specific rates per bi-weekly pay period instead of fluctuating based on the number of hours worked in the pay period.
- Eliminates the policy on counting vacation leave as hours worked for the purposes of calculating overtime.
- Clarifies bereavement leave of one day is equivalent to eight (8) hours.
- Clarifies bereavement leave applies to full-time regular and probationary status employees.
- Clarifies that City Duty Leave does not count toward hours worked for purposes of calculating overtime.
- Changes language describing the types of retirement plans to conform to terminology utilized in the Arizona Revised Statutes governing public employee retirement plans.
- Eliminates the City’s policy on Operation Enduring Freedom to compensate employees called to active military duty for any deficiencies in pay from their city compensation and military compensation. This policy was enacted following 9/11 when several City of Avondale employees were called to active military duty.

BUDGETARY IMPACT:

There are no direct costs associated with this amendment to the City of Avondale Policies and Procedures.

RECOMMENDATION:

Staff recommends that Council adopt this amendment to the City of Avondale Policies and Procedures.

ATTACHMENTS:

Click to download

- Resolution 2811-309
- Ordinance 1357-309
- Policy - Chapter 6
- Binary Comparison

RESOLUTION NO. 2811-309

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE EMPLOYEE BENEFITS POLICY."

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

SECTION 1. That certain document entitled the "City of Avondale Employee Benefits Policy, Amended and Restated March 9, 2009," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, March 9, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

ORDINANCE NO. 1357-309

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE PERSONNEL POLICIES AND PROCEDURES MANUAL, CHAPTER 6, EMPLOYEE BENEFITS, AND ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS THE "CITY OF AVONDALE EMPLOYEE BENEFITS POLICY."

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

SECTION 1. That certain document known as the "City of Avondale Employee Benefits Policy, Amended and Restated March 9, 2009," three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2811-309 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. That the City of Avondale Personnel Policies and Procedures Manual (the "Personnel Manual"), Chapter 6, Employee Benefits, is hereby deleted in its entirety and replaced by the City of Avondale Employee Benefits Policy Amended and Restated March 9, 2009, which shall be inserted into the Personnel Manual as a new Chapter 6, Employee Benefits.

SECTION 3. That the immediate operation of this Ordinance is necessary to preserve public peace, health and safety by ensuring that benefits paid to City employees are in accordance with applicable law; therefore, an emergency is hereby declared to exist. This Ordinance shall be in full force and effect from and after its passage and approval by the City Council as required by law, and this Ordinance is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

SECTION 4. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the City of Avondale Employee Benefits Policy, Amended and Restated March 9, 2009, adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 9, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY OF AVONDALE
EMPLOYEE BENEFITS POLICY

AMENDED AND RESTATED
MARCH 9, 2009

CHAPTER 6
Employee Benefits

A. Sick Leave

1. Sick Leave Defined

a.) Sick leave is an approved period of absence granted to an employee due to:

(i) Illness, injury or other medical condition which renders the employee unable to perform the duties of the position.

(ii) Illness, injury, medical condition evaluation procedure or treatment by a licensed health care practitioner, of an employee's immediate family member. For the purpose of this section, immediate family member shall be defined as a husband, wife, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an employee, step-child, a child whose adoption is in process, or other legal dependents. Sick leave may also be granted under Family Medical Leave Act ("FMLA").

b.) An adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel and any other activities necessary to allow adoption to proceed.

2. Accumulation of Sick Leave

a.) Employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period.

b.) Sworn firefighters working a scheduled 56-hour work week will accrue sick leave at 5.18 hours per biweekly pay period.

c.) Employees who work fewer than 2080 hours annually, or who are regular part-time employees, will accrue sick leave at the rate of 1.85 hours per biweekly pay period.

d.) Sick leave hours are accumulated without limit.

e.) When an employee is promoted, demoted or transferred, he/she shall retain all accrued sick leave.

3. Sick Leave Usage

Employees eligible for sick leave usage by this policy may use sick leave hours only as provided. Sick leave is a privilege, not a right. Employees are subject to discipline for misuse or abuse of sick leave privileges.

a.) Sick leave may be taken when approved by the Department Director.

b.) A Department Director may require a submission of evidence substantiating the need for sick leave. An absence of three or more days shall be reported to the Human Resources Department to determine if FMLA leave is warranted.

c.) Sick leave hours taken will not count toward hours worked for purposes of computing overtime.

4. <u>Compensation for Sick Leave</u>

a.) Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.

b.) Compensation upon retirement will be as follows:

(i) Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

(ii) Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

B. Family and Medical Leave Act ("FMLA")

1. <u>General Provisions</u>

It is the policy of the City of Avondale to grant up to 12 weeks of FMLA leave during any 12-month period to eligible employees. The City may grant up to a maximum of 26 weeks in a 12-month period for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. The City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. <u>Eligibility</u>

To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

a.) The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

b.) The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the

number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. <u>Types of Leave Covered</u>

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

a.) The birth of a child and in order to care for that child;

b.) The placement of a child for adoption or foster care and to care for the newly placed child;

c.) To care for a close family member (usually a spouse, child, or parent) with a serious health condition; or

d.) The serious health condition (described below) of the employee.

(i) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.

(ii) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

e.) Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

f.) Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If husband and wife both work for the City, the husband and wife may only take a combined total of 26 workweeks of leave.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy,

the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.

The City requires an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in this policy. The City relies heavily on the physician's assessment.

An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. If a husband and wife both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, the husband and wife may each take 12 weeks each of leave.

4. <u>Employee Status and Benefits During Leave</u>

While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City may discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act ("COBRA") would be offered. If the City maintains coverage, the

City may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

5. **Employee Status After Leave**

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

6. **Use of Paid and Unpaid Leave**

If the employee has accrued or earned sick leave, the employee must use paid sick leave first and exhaust all accrued sick leave balances prior to taking any portion of the 12 weeks as unpaid FMLA leave. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for unpaid leave.

Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12 week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12 week entitlement.

7. **Intermittent Leave or a Reduced Work Schedule**

An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

If the employee is taking FMLA leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the City before taking intermittent FMLA leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the FMLA leave is medically necessary. The City requires certification of the medical necessity as set forth in this policy.

8. Certification of the Serious Health Condition

A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

The City requires certification of a serious health condition. The employee shall make every effort to respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of FMLA leave. Medical certification may be provided by using the medical certification form. Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.

If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

Certification related to active duty or call to active duty - The City may require that a request under active duty or call to active duty be supported by a certification issued at such time and in such manner as prescribed by Federal Law. Please consult with the Human Resources Department for current Federal guidelines regarding notification.

9. Procedure for Requesting Leave

All employees requesting leave under this policy must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department and their immediate supervisor. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

When an employee plans to take leave under this policy, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.

10. <u>Job Benefits and Protection</u>

a.) For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.

b.) Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

c.) The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

d.) FMLA makes it unlawful for any employer to:

(i) Interfere with, restrain or deny the exercise of any right provided under FMLA.

(ii) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

11. <u>Enforcement</u>

a.) The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

b.) An eligible employee may bring a civil action against an employer for violations.

c.) FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

C. Short-Term Disability

The short-term disability benefit provided by the City of Avondale is an income replacement for employees unable to work due to illness or injury (non-job related).

1. <u>Eligibility</u>

A regular, full-time employee who is unable to work due to illness or injury (non-job related) is eligible for short-term disability benefits. The employee must have exhausted all paid sick leave and be absent from work for a minimum of 14 calendar days prior to being eligible for the short-term disability benefit. For injuries or illnesses requiring immediate hospitalization, the benefit shall commence on the date of hospitalization. An employee receiving Workers' Compensation or disability pay under any State of Arizona plan policy is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work. Violations of this policy will result in disciplinary action up to, and including dismissal from City employment.

2. **Benefit Payment**

The short-term disability benefit payment is 60% of the employee's base weekly wages or salary, to a maximum of $1,500 per week. The benefit may be paid for a maximum of 25 weeks in a one-year period. Payments are made in accordance with the City payroll periods. The benefit is taxable income.

3. **Medical Certification**

The employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification will be submitted to the City's Third Party Administrator ("TPA") who will review the certification and make a determination on benefit qualification.

4. **Reporting Requirement**

While on short term disability, employees are required to report periodically to the Human Resources Department, at least every 30 days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical evidence substantiating their need for continued leave to the Human Resources Department who will then submit it to the TPA.

5. **Return to Work**

The employee must return to work as soon as permitted by his or her healthcare provider. The employee must submit a fitness-to-return-to-duty clearance to the Human Resources Department. An employee whose absence has been designated as FMLA leave is eligible for reinstatement as provided by the FMLA leave policy upon his/her return to work.

6. **Employee Benefits**

The City will pay its portion of the cost of the employee's benefits including health, dental, life and disability insurance benefits while an employee is on FMLA with or without paid leave (vacation or sick). The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by personal check which must be submitted to the Finance and Budget Department. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee's coverage(s) will be terminated and he/she will be offered COBRA to continue benefits, excluding life and disability insurance.

When the twelve week period for FMLA coverage has ended and the employee has exhausted all paid leave, the employee will be responsible for the total cost of the health insurance premiums on any health insurance coverage the employee or the employee's

family is receiving through the City during this extended leave period, unless otherwise provided by law.

Employees with any questions regarding this policy should contact the Human Resources Department.

7. **Leave Accruals**

While on short-term disability leave accruals will discontinue until employee is released back to work.

D. Vacation Leave

1. **Accumulation of Vacation Leave**

a.) All full-time employees, excluding sworn firefighters, will accrue vacation leave as follows:

Non-Exempt	**(First 5 Years)**	3.7 hours per pay period (12 days per year)
	(5 – 10 Years)	4.62 hours per pay period (15 days per year)
	(10 – 15 Years)	5.54 hours per pay period (18 days per year)
	(15 Years +)	6.16 hours per pay period (20 days per year)

Exempt	**(First 5 Years)**	4.62 hours per pay period (15 days per year)
	(5 – 10 Years)	5.54 hours per pay period (18 days per year)
	(10 Years +)	6.16 hours per pay period (20 days per year)

b.) All Assistant Department Directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS	
First 5 Years	5.54 hours per pay period (18 days per year)
5+ Years	6.16 hours per pay period (20 days per year)

c.) All Department Directors and Assistant City Managers will accrue vacation leave as follows:

Assistant City Managers And Department Directors
6.16 hours per pay period (20 days per year)

d.) All full-time sworn firefighters working a scheduled 56-hour work week (normally scheduled to work varying shifts of duty during a 24-hour period), excluding the Department Director, supervisory personnel and others assigned a regular 40-hour work week, will accrue vacation leave as follows:

Full-Time Sworn Firefighers	
(**0** – 5 years)	10.28 hours per pay period
61 months – 120 months (5 – 10 years)	11.20 hours per pay period
121 months – 180 months (10 – 15 years)	12.12 hours per pay period
181 months + (15 years +)	13.05 hours per pay period

e.) Upon hiring any employee, a Department Director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors. The Human Resources Director must review and approve this request prior to any official written offer of employment.

f.) Part-time regular employees will accrue vacation leave as follows:

First Five (5) Years	1.85 hours per pay period
5 to 10 Years	2.31 hours per pay period
10 to 15 Years	2.77 hours per pay period
15+ Years	3.08 hours per pay period

g.) Temporary and seasonal employees shall not be eligible for, or accrue, vacation leave.

h.) Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. <u>Maximum Accumulation of Vacation Time</u>

Eligible employees have a maximum accrual of vacation time of 240 hours. Sworn firefighters working a scheduled 56-hour work week shall have a maximum accrual of vacation time of 336 hours.

a.) Employees must use all hours over the maximum accrual by the end of each calendar year. Employees will lose any vacation leave hours over the maximum accrual amount not used by December 31st of each calendar year.

b.) Vacation leave accumulated in excess of 240 hours (336 hours for sworn firefighters) as of the last day of the last pay period starting in any calendar year shall be forfeited, unless the City Manager authorizes an exception in an individual case. The application for exception submitted through the Human Resources Department shall contain a plan to use the excess hours during the following calendar year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

Vacation leave shall be taken with the approval of the Department Director or designee (i.e., immediate supervisor).

a.) Vacation will only be granted during such time as it is not disruptive to the work schedule of the department concerned.

b.) During the original probationary period, vacation leave may be granted at the discretion of the Department Director.

c.) Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation. See Administrative Policy 40 (AP-40) for guidelines.

5. Impact of Vacation Hours Upon Overtime for 56-Hour Employees

a.) 56-hour fire employees will be compensated on a 14 day pay cycle. The number of scheduled hours in the pay cycle will vary based upon the calendar. Example: Pay cycle 1=96 hours, pay cycle 2=120, pay cycle 3=120, pay cycle 4=96. The number of defined scheduled hours within a pay cycle is referred to herein as the "Set Schedule." The defined schedule is either 96 or 120, hours except in months where the number of calendar days may be shorter than the 31 day month. In those instances the Fire Chief shall set the defined schedule.

b.) Overtime calculations will be determined based upon the Set Schedule for the 14 day pay cycle. Vacation hours taken in a 14 day pay cycle shall not count as hours worked for the purposes of overtime. The exception to this calculation is when vacation hours taken are needed to fulfill the employee's Set Schedule. Any additional vacation hours exceeding the Set Schedule will not count as hours worked for purposes of overtime.

E. Holiday Leave Policy

1. Objectives

The objectives for the development of the holiday leave policy are:

a.) Equalize the holiday leave allocation, so that each full-time regular employee receives 88 hours of holiday leave hours per fiscal year and each part-time employee receives 44 hours of holiday leave per fiscal year.

b.) Identify the methods to maximize the number of days that City offices are open to serve citizens.

c.) Ensure that the adoption of a Green Friday schedule or other alternate schedule does not increase the cost of doing business for the City.

d.) Implement a system to increase the flexibility for employees to utilize their holiday compensation.

2. Accumulation of Holiday Leave

a.) The annual holiday leave bank for each full-time, regular employee is 88 hours and for each regular part-time employee is 44 hours per fiscal year. Temporary and seasonal employees are not eligible for holiday compensation or holiday differential pay. For the purposes of this policy, the holiday will be defined as the 24-hour period (12:00 AM-11:59 PM) on the designated holiday.

b.) Employees will be provided with a bank of 88 hours (full-time) and 44 hours (part-time) per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays or floating holidays as set forth below. The leave banks will be populated during the first payroll period in July and January. The first allocation will be in July for 50 hours (full-time) and 25 (part-time), the second in January for 38 hours (full-time) and 19 hours (part-time). New hires will receive a prorated number of hours based upon their hire date.

3. Designated Holidays; Floating Holidays

A listing of City-designated holidays will be prepared for each fiscal year. This listing will be included in the Administrative Policy and posted no later than June 1 of each year. The listing will specify any and all designated holidays for the City.

a.) If a designated holiday falls on a scheduled work day, employees will be required to use their holiday leave to cover their scheduled work hours. Employees required to work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will be not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.

b.) In the event an employee is on paid leave when a holiday occurs, the employee shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (i.e. vacation or sick leave).

c.) Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor. Holiday leave will not be available for use on an unplanned or call-in basis.

4. <u>Holidays Eligible for Differential Pay</u>

a.) Each June, a listing will be included in the Administrative Policy of any holidays that will be paid a holiday differential. Non-exempt employees who are required to work on one of the listed holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. This compensation may be in overtime or compensatory time, depending on the needs of the department (compensatory time guidelines have been established in Chapter 5 of the City of Avondale Policies & Procedures Policy Manual) The additional compensation would only be for the actual day of the holiday, not the Friday or Monday before or after (example: July 4th is on a Sunday; employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not).

b.) Exempt employees would not be eligible for any additional compensation if required to work on one of the holidays eligible for differential pay.

5. <u>Use of Holiday Leave</u>

a.) It will be the employees' responsibility to monitor their holiday leave usage.

b.) Holiday leave must be used in full day increments. A full day will be considered the number of hours scheduled for the day that the leave was taken (e.g. employee was scheduled to work ten hours on a holiday, ten hours of holiday pay would be utilized). In the event that the employee does not have enough holiday hours in her/his bank to cover a full day's absence, vacation hours or compensatory time will be used to make up the difference. The same concept shall apply to all regular part-time employees.

c.) All holidays hours not taken prior to the last day of employment with the City, shall be forfeited.

d.) Holiday hours must be used by June 30 of each year or will be forfeited. There will be no "cash out" or carryover of holiday hours.

e.) In the event that an exempt or non-exempt employee does not have either holiday hours, compensatory hours or vacation hours to cover a designated holiday, they will be placed in a leave without pay ("LWOP") status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.

f.) Holiday hours will not count toward hours worked for purposes of overtime for hourly employees.

g.) Holiday differential is paid in addition to any overtime pay due. Holiday differential pay will not be included in determining the regular hourly rate of pay for the purpose of calculating overtime payments.

6. <u>Certain Firefighters Ineligible</u>

Firefighters working a scheduled 56-hour work week are not eligible for holiday pay.

7. <u>Certain Police Employees Not Participating</u>

Sworn police officers (except Criminal Investigations Bureau (CIB)), detention officers, police communications staff and park rangers ("Specified Police Employees") will not be participating in the holiday leave program set forth above. Specified Police Employees will receive 8 hours of compensation for each of the following holidays as they occur in the calendar:

SPECIFIED POLICE EMPLOYEE HOLIDAYS
INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING
DAY AFTER THANKSGIVING
CHRISTMAS DAY
NEW YEAR'S DAY
MLK
PRESIDENT'S DAY
MEMORIAL DAY
PERSONAL DAY TO BE SCHEDULED BY EMPLOYEE

a.) Specified Police Employees will have one 8-hour personal day to schedule at their discretion with their supervisor each fiscal year. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the employee on July 1 of each fiscal year. New hires will receive a personal day upon their hire. The personal day must be scheduled in the fiscal year it is earned. Unused personal days will not be paid out at the end of the fiscal year or upon resignation of the employee.

b.) The Specified Police Employee holiday hours set forth above will not count as hours worked for the purpose of overtime compensation. Employees who are required to work on designated holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

Example 1: Employee works 14 hours on the holiday (Wednesday*) and works three other days in the week.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	46	10	11	14	11			

End Result:

Hours worked	46
Holiday compensation at straight rate	8
Regular Hours at straight rate	40
Overtime at 1.5	6
Holiday Differential at .5	14

Example 2: Employee works 14 hours on the holiday (Wednesday*) and calls in sick on Monday for the entire shift of 10 hours.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	36		11	14	11			
Sick Leave	10	10						

End Result:

Hours worked	36
Holiday compensation at straight rate	8
Sick leave at straight rate	10
Regular Hours at straight rate	54
Overtime at 1.5	0
Holiday Differential at .5	7

F. Industrial Leave

1. <u>Worker's Compensation Coverage and Supplemental Pay</u>

The City provides, at no cost to employees, Workers' Compensation coverage, which provides, in accordance with Arizona State law, injury care, and lost wage protection for work-related injuries and illnesses. The City provides supplemental pay for active employees in addition to the Workers' Compensation wage benefit after one full year of employment. The supplemental pay starts from the eighth calendar day, and is intended to compensate employees up to the full amount of their regular pay. Sick leave will be used during the first seven days counted from the first calendar day after the injury if the employee is off work less than 14 days. Employees will receive their regular rate of pay for the day of the injury. Workers Compensation does not reimburse employees for time off to attend doctor's visits or physical therapy visits. If these visits are deemed medically necessary by a licensed practitioner it is up it is up to the department

supervisor to determine if time can be taken off during work hours and if the employee will be paid for that time.

2. Determination of Compensability

The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

G. Leave Without Pay

1. Request and Determination

Employees may request, in writing, leave without pay ("LWOP") for certain restricted reasons. The Department Director, Human Resources and City Manager will determine whether or not to approve the leave request.

2. Leave Accruals Discontinued

Vacation and sick leave accruals will discontinue at the point an employee goes on leave without pay and will commence when they return to work.

3. Insurance Discontinued

After two pay periods of leave without pay, health, dental, vision and life insurance for the employee and any dependent coverage will discontinue. COBRA coverage will be offered to the employee and dependents.

4. Unauthorized Absence

Any unauthorized absence of an employee from duty will be deemed absence without pay and may be grounds for disciplinary action up to and including dismissal from City employment.

5. **Failure to Return After Notice**

Failure on the part of an employee to return to duty within 48 hours after written notice to return has been sent to his/her last known address will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.

H. Bereavement Leave

1. General

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed five work days or 40 hours. Employees working a scheduled 56-hour work week bereavement leave will be calculated at 1.4 times the regular rate. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the Department Director's approval. Upon the death of an employee's aunt, uncle, or cousin, an employee may be granted paid bereavement leave not to exceed one work day or eight hours. Only full-time regular and/or probationary employees are eligible for bereavement leave.

2. Immediate Family Defined

For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

I. Military Leave

All regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay, upon written request to the City Manager, from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority, on active duty during training or duty with troops, field exercises or instruction for a total period not to exceed the lesser of 30 working days or 240 hours in any two consecutive years. Leave will be calculated at 1.4 times the regular rate (336 hours) for employees working a scheduled 56-hour work week.

J. Civic Duty Leave

1. General

Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena and voting.

2. Use of Civic Duty Leave

Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

a.) The distance to the work location would preclude timely reporting for the civic duty; or

b.) The employee cannot return to work at least one hour before the end of the work shift.

Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

a.) The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.

b.) Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.

5. Jury and Witness Fees

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any fees to the City Finance and Budget Department, except for mileage allowance.

K. Administrative Leave

The Human Resources Department may authorize the granting of administrative leave to temporarily relieve an employee of his/her duties during an investigation and/or pending the outcome of a hearing. Administrative leave may be authorized with or without pay depending upon the specific circumstance.

L. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to regular status full-time employees. Insurance coverage begins 30 days after the first day of the month following the employee's first day of employment.

1. Medical Insurance

Employees hired in 30-40 hour positions are covered by the City's regular medical insurance plans. Employees may elect to cover their dependents at the cost which has

been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans.

2. Dental Insurance

Employees hired in 30-40 hour positions are covered by the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

Employees hired in 30-40 hour positions are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

The City may provide optional benefits through payroll deduction.

M. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2%t administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

N. Workers' Compensation Insurance

1. General

Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees

are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on 66 2/3% of the monthly wage up to $3,000.

2. Temporary Disability and Sick Leave

An employee receiving temporary disability payments pursuant to the laws related to Workers' Compensation may elect to use accumulated sick leave in order to continue his/her regular income if employed with the City less than one year. Sick leave must be used in increments of not less than eight hours per pay period. The purpose of this policy is to ensure that an employee does not suffer economic hardship as a result of his/her injury; however, the employee shall not make a financial gain as a result of his/her injury or illness.

3. Reporting Period

All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

4. Choice of Care Provider

The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

O. Retirement Plans

Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.

Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

P. Deferred Compensation Plan

Under this optional plan, which is governed by Internal Revenue Service (IRS) Code 457, an employee may choose to defer a portion of his/her income through payroll deduction. The deferred amount is not taxable until withdrawn, and various options are available for the investment of these funds. There are no City matching funds for this benefit. By deferring income, an employee may lower the income tax they currently pay.

Q. Health Savings Account ("H.S.A.")

1. General

Health Savings Accounts ("H.S.A.") were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. H.S.A. are designed to

help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. <u>Employee Choice</u>

Employees who select a high deductible health plan may be eligible to participate in an H.S.A.

3. <u>City Contribution</u>

The City may elect to contribute funds to employee's H.S.A. accounts.

R. Flexible Spending Arrangements ("FSA")

1. <u>General</u>

Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements ("FSA") allow employees to be reimbursed for medical expenses.

2. <u>Process</u>

a.) Employees may contribute to FSA accounts up to the limit set by the City.

b.) No employment or federal income taxes are deducted from employee contributions to FSA accounts.

c.) The City may elect to contribute funds to employee's FSA accounts.

~~Employee Benefits Policy~~

CITY OF AVONDALE
EMPLOYEE BENEFITS POLICY

AMENDED AND RESTATED
MARCH~~,~~ 9, 2009

CHAPTER 6
Employee Benefits

A. Sick Leave

1. Sick Leave Defined

a.) Sick leave is an approved period of absence granted to an employee due to:

(i) Illness, injury or other medical condition which renders the employee unable to perform the duties of the position.

(ii) Illness, injury, medical condition evaluation procedure or treatment by a licensed health care practitioner, of an employee's immediate family member. For the purpose of this section, immediate family member shall be defined as a husband, wife, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an employee, step-child, a child whose adoption is in process, or other legal dependents. Sick leave may also be granted under Family Medical Leave Act ("FMLA").

b.) An adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel and any other activities necessary to allow adoption to proceed.

2. Accumulation of Sick Leave

a.) Employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period.

b.) Sworn firefighters working a scheduled 56-hour work week will accrue sick leave at 5.18 hours per biweekly pay period.

c.) Employees who work ~~less~~fewer than 2080 hours annually, or who are regular part-time employees, will accrue sick leave at the rate of 1.85 hours per biweekly pay period~~. This includes employees who are in job share positions~~.

d.) Sick leave hours are accumulated without limit.

e.) When an employee is promoted, demoted or transferred, he/she shall retain all accrued sick leave.

3. Sick Leave Usage

Employees eligible for sick leave usage by this policy may use sick leave hours only as provided. Sick leave is a privilege, not a right. Employees are subject to discipline for misuse or abuse of sick leave privileges.

a.) Sick leave may be taken when approved by the Department Director.

b.) A Department Director may require a submission of evidence substantiating the need for sick leave. An absence of three or more days shall be reported to the Human Resources Department to determine if FMLA leave is warranted.

c.) Sick leave hours taken will not count toward hours worked for purposes of computing overtime.

4. Compensation for Sick Leave ~~[Retirement or resignation?]~~

~~Compensation upon retirement will be as follows:~~

a.) Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.

b.) Compensation upon retirement will be as follows:

(i) Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

~~b.~~(ii) Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

~~c.) Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.~~

B. Family and Medical Leave Act ("FMLA")

1. General Provisions

It is the policy of the City of Avondale to grant up to 12 weeks of FMLA leave during any 12-month period to eligible employees. The City may grant up to a maximum of 26 weeks in a 12-month period for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. The City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

a.) The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an

employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

b.) The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. <u>Types of Leave Covered</u>

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

a.) The birth of a child and in order to care for that child;

b.) The placement of a child for adoption or foster care and to care for the newly placed child;

c.) To care for a close family member (usually a spouse, child, or parent) with a serious health condition; or

d.) The serious health condition (described below) of the employee.

(i) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.

(ii) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

e.) Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

f.) Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee

shall be entitled to a combined total of 26 work weeks of leave. If husband and wife both work for the City, the husband and wife may only take a combined total of 26 workweeks of leave.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.

The City requires an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in this policy. The City relies heavily on the physician's assessment.

An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. If a husband and wife both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, the husband and wife may each take 12 weeks each of leave.

4. <u>Employee Status and Benefits During Leave</u>

While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the

employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City may discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act ("COBRA") would be offered. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

5. Employee Status After Leave

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

6. Use of Paid and Unpaid Leave

If the employee has accrued or earned sick leave, the employee must use paid sick leave first and exhaust all accrued sick leave balances prior to taking any portion of the 12 weeks as unpaid FMLA leave. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for unpaid leave.

Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12 week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12 week entitlement.

7. Intermittent Leave or a Reduced Work Schedule

An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

If the employee is taking FMLA leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement

with the City before taking intermittent FMLA leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the FMLA leave is medically necessary. The City requires certification of the medical necessity as set forth in this policy.

8. Certification of the Serious Health Condition

A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

The City requires certification of a serious health condition. The employee shall make every effort to respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of FMLA leave. Medical certification may be provided by using the medical certification form. Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.

If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

Certification related to active duty or call to active duty - The City may require that a request under active duty or call to active duty be supported by a certification issued at such time and in such manner as prescribed by Federal Law. Please consult with the Human Resources Department for current Federal guidelines regarding notification.

9. Procedure for Requesting Leave

All employees requesting leave under this policy must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department and their immediate supervisor. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

When an employee plans to take leave under this policy, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.

10. Job Benefits and Protection

a.) For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.

b.) Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

c.) The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

d.) ~~Unlawful acts by employer,~~ FMLA makes it unlawful for any employer to:

~~1.~~(i) Interfere with, restrain or deny the exercise of any right provided under FMLA.

~~2.~~(ii) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

11. Enforcement

a.) The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

b.) An eligible employee may bring a civil action against an employer for violations.

c.) FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

C. Short-Term Disability

The short-term disability benefit provided by the City of Avondale is an income replacement for employees unable to work due to illness or injury (non-job related).

1. Eligibility

A regular, full-time employee who is unable to work due to illness or injury (non-job related) is eligible for short-term disability benefits. The employee must have exhausted all paid sick leave and be absent from work for a minimum of 14 calendar days prior to

being eligible for the short-term disability benefit. For injuries or illnesses requiring immediate hospitalization, the benefit shall commence on the date of hospitalization. An employee receiving Workers' Compensation or disability pay under any State of Arizona plan policy is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work. Violations of this policy will result in disciplinary action up to, and including dismissal from City employment.

2. Benefit Payment

The short-term disability benefit payment is 60% of the employee's base weekly wages or salary, to a maximum of $1,500 per week. The benefit may be paid for a maximum of 25 weeks in a one-year period. Payments are made in accordance with the City payroll periods. The benefit is taxable income.

3. Medical Certification

The employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification will be submitted to the City's Third Party Administrator ("TPA") who will review the certification and make a determination on benefit qualification.

4. Reporting Requirement

While on short term disability, employees are required to report periodically to the Human Resources Department, at least every 30 days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical evidence substantiating their need for continued leave to the Human Resources Department who will then submit it to the TPA.

5. Return to Work

The employee must return to work as soon as permitted by his or her healthcare provider. The employee must submit a fitness-to-return-to-duty clearance to the Human Resources Department. An employee whose absence has been designated as FMLA leave is eligible for reinstatement as provided by the FMLA leave policy upon his/her return to work.

6. Employee Benefits

The City will pay its portion of the cost of the employee's benefits including health, dental, life and disability insurance benefits while an employee is on FMLA with or without paid leave (vacation or sick). The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by personal check which must be submitted to the Finance and Budget Department. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage. If the employee fails to pay his or her portion

of the benefits for more than 30 days, the employee's coverage(s) will be terminated and he/she will be offered COBRA to continue benefits, excluding life and disability insurance.

When the twelve week period for FMLA coverage has ended and the employee has exhausted all paid leave, the employee will be responsible for the total cost of the health insurance premiums on any health insurance coverage the employee or the employee's family is receiving through the City during this extended leave period, unless otherwise provided by law.

Employees with any questions regarding this policy should contact the Human Resources Department.

7. <u>Leave Accruals</u>

While on short-term disability leave accruals will discontinue until employee is released back to work.

D. Vacation Leave

1. <u>Accumulation of Vacation Leave</u>

a.) All full-time employees, excluding sworn firefighters, will accrue vacation leave as follows:

Non-Exempt	**(First 5 Years)**	3.7 hours per pay period (12 days per year)
	(5 – 10 Years)	4.62 hours per pay period (15 days per year)
	(10 – 15 Years)	5.54 hours per pay period (18 days per year)
	(15 Years +)	6.16 hours per pay period (20 days per year)

Exempt	**(First 5 Years)**	4.62 hours per pay period (15 days per year)
	(5 – 10 Years)	5.54 hours per pay period (18 days per year)
	(10 Years +)	6.16 hours per pay period (20 days per year)

b.) All Assistant Department Directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS	
First 5 Years	5.54 hours per pay period (18 days per year)
5+ Years	6.16 hours per pay period

	(20 days per year)

c.) All Department Directors and Assistant City Managers will accrue vacation leave as follows:

Assistant City Managers And Department Directors
6.16 hours per pay period (20 days per year)

d.) All full-time sworn firefighters working a scheduled 56-hour work week (normally scheduled to work varying shifts of duty during a 24-hour period), excluding the Department Director, supervisory personnel and others assigned a regular 40-hour work week, will accrue vacation leave as follows:

Full-Time Sworn Firefighers	
(**0** – 5 years)	10.28 hours per pay period
61 months – 120 months (5 – 10 years)	11.20 hours per pay period
121 months – 180 months (10 – 15 years)	12.12 hours per pay period
181 months + (15 years +)	13.05 hours per pay period

e.) Upon hiring any employee, a Department Director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors. The Human Resources Director must review and approve this request prior to any official written offer of employment.

f.) Part-time regular employees will accrue vacation leave as follows:

First Five (5) Years	1.85 hours per pay period
5 to 10 Years	2.31 hours per pay period
10 to 15 Years	2.77 hours per pay period
15+ Years	3.08 hours per pay period

g.) Temporary and seasonal employees shall not be eligible for, or accrue, vacation leave.

h.) Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. <u>Maximum Accumulation of Vacation Time</u>

Eligible employees have a maximum accrual of vacation time of 240 hours. Sworn firefighters working a scheduled 56-hour work week shall have a maximum accrual of vacation time of 336 hours.

a.) Employees must use all hours over the maximum accrual by the end of each calendar year. Employees will lose any vacation leave hours over the maximum accrual amount not used by December 31st of each calendar year.

b.) Vacation leave accumulated in excess of 240 hours (336 hours for sworn firefighters) as of the last day of the last pay period starting in any calendar year shall be forfeited, unless the City Manager authorizes an exception in an individual case. The application for exception submitted through the Human Resources Department shall contain a plan to use the excess hours during the following calendar year, pay the employee for the excess hours~~,~~ or a combination of both.

3. Use of Vacation Leave

Vacation leave shall be taken with the approval of the Department Director or designee (i.e., immediate supervisor).

a.) Vacation will only be granted during such time as it is not disruptive to the work schedule of the department concerned.

b.) During the original probationary period, vacation leave may be granted at the discretion of the Department Director.

c.) Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation~~ annually~~. See Administrative Policy 40 (AP-40) for guidelines.

5. Impact of Vacation Hours Upon Overtime for 56-Hour Employees

a.) 56-hour fire employees will be compensated on a 14 day pay cycle. The number of scheduled hours in the pay cycle will vary based upon the calendar. Example: Pay cycle 1=96 hours, pay cycle 2=120, pay cycle 3=120, pay cycle 4=~~96~~96. The number of defined scheduled hours within a pay cycle is referred to herein as the "Set Schedule." The defined schedule is either 96 or 120, hours except in months where the number of calendar days may be shorter than the 31 day month. In those instances the Fire Chief shall set the defined schedule.

b.) Overtime calculations will be determined based upon the ~~set schedule~~Set Schedule for the 14 day pay cycle. Vacation hours taken in a 14 day pay cycle shall not count as hours worked for the purposes of overtime. The exception to this calculation is when vacation hours taken are needed to fulfill the employee's ~~set schedule~~Set

Schedule. Any additional vacation hours exceeding the ~~set schedule~~Set Schedule will not count as hours worked for purposes of overtime.

E. Holiday Leave Policy

1. Objectives

The objectives for the development of the holiday leave policy are:

a.) Equalize the holiday leave allocation, so that each full-time regular employee receives 88 hours of holiday leave hours per fiscal year and each part-time employee receives 44 hours of holiday leave per fiscal year.

b.) Identify the methods to maximize the number of days that City offices are open to serve citizens.

c.) Ensure that the adoption of a Green Friday schedule or other alternate ~~schedules~~schedule does not increase the cost of doing business for the City.

d.) Implement a system to increase the flexibility for employees to utilize their holiday compensation.

2. Accumulation of Holiday Leave

a.) The annual holiday leave bank for each full-time, ~~permanent~~regular employee is 88 hours and for each regular part-time employee is 44 hours per fiscal year. Temporary and seasonal employees are not eligible for holiday compensation or holiday differential pay. For the purposes of this policy, the holiday will be defined as the 24-hour period (12:00 AM-11:59 PM) on the designated holiday.

b.) Employees will be provided with a bank of 88 hours (full-time) and 44 hours (part-time) per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays ~~of~~or floating holidays as set forth below. The leave banks will be populated during the first payroll period in July and January. The first allocation will be in July for 50 hours (full-time) and ~~28~~25 (part-time), the second in January for 38 hours (full-time) and ~~16~~19 hours (part-time). New hires will receive a prorated number of hours based upon their hire date.

3. Designated Holidays; Floating Holidays

A listing of City-designated holidays will be prepared for each fiscal year. This listing will be included in the Administrative Policy and posted no later than June 1 of each year. The listing will specify any and all designated holidays for the City.~~ Examples of the holiday listings are set forth below:~~

~~FY 2008-2009~~	
~~GREEN FRIDAY SCHEDULE DESIGNATED HOLIDAYS~~	
~~DATE~~	~~HOLIDAY~~
~~SEPTEMBER 1~~	~~LABOR DAY~~
~~NOVEMBER 11~~	~~VETERAN'S DAY~~

~~NOVEMBER 27~~	~~THANKSGIVING~~
~~DECEMBER 25~~	~~CHRISTMAS~~
~~JANUARY 1~~	~~NEW YEAR'S DAY~~
~~JANUARY 19~~	~~MLK DAY~~
~~FEBRUARY 16~~	~~PRESIDENT'S DAY~~
~~MAY 25~~	~~MEMORIAL DAY~~

~~FY 2008-2009~~	
~~TRADITIONAL SCHEDULE DESIGNATED HOLIDAYS~~	
~~DATE~~	~~HOLIDAY~~
~~JULY 4~~	~~INDEPENDENCE DAY~~
~~SEPTEMBER 1~~	~~LABOR DAY~~
~~NOVEMBER 11~~	~~VETERAN'S DAY~~
~~NOVEMBER 27~~	~~THANKSGIVING~~
~~NOVEMBER 28~~	~~DAY AFTER THANKSGIVING~~
~~DECEMBER 25~~	~~CHRISTMAS DAY~~
~~JANUARY 1~~	~~NEW YEAR'S DAY~~
~~JANUARY 19~~	~~MLK~~
~~FEBRUARY 16~~	~~PRESIDENT'S DAY~~
~~MAY 25~~	~~MEMORIAL DAY~~

~~**a.)** When a holiday falls on Friday, it shall not be considered a designated holiday for those individuals on the Green Friday schedule. Holidays occurring on Saturday or Sunday shall not be considered designated holidays for any employees; floating holidays will need to be used for any leave taken on a Saturday or Sunday holiday.~~

~~**b.)** If a designated holiday falls on a scheduled work day, employees will be required to use their holiday leave to cover their scheduled work hours. Employees required to work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will be not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.~~

a.) If a designated holiday falls on a scheduled work day, employees will be required to use their holiday leave to cover their scheduled work hours. Employees required to work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will be not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.

~~**c**~~

b.) In the event an employee is on paid leave when a holiday occurs, the employee shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (i.e. vacation or sick leave).

~~**d**~~

c.) Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor. Holiday leave will not be available for use on an unplanned or call-in basis.

4. Holidays Eligible for Differential Pay

a.) ~~Prior to~~Each June~~ 1 each year~~, a listing will be included in the Administrative Policy of any holidays that will be paid a holiday differential. ~~In the event that non~~Non-exempt employees who are required to work on one of the listed holidays~~, they will receive compensation of time and one-half for any~~ shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on ~~that day~~designated holidays. This compensation may be in overtime or compensatory time, depending on the needs of the department (compensatory time guidelines have been established in Chapter 5 of the City of Avondale Policies & Procedures Policy Manual) The additional compensation would only be for the actual day of the holiday, not the Friday or Monday before or after (example: July 4th is on a Sunday; employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not)~~. An example of the holidays eligible for differential pay listing is set forth below~~.

b.) Exempt employees would not be eligible for any additional compensation if required to work on one of the ~~Holidays~~holidays eligible for differential pay.

~~FY 2008-2009 HOLIDAYS ELIGIBLE FOR DIFFERENTIAL PAY~~
~~INDEPENDENCE DAY~~
~~LABOR DAY~~
~~VETERANS DAY~~
~~THANKSGIVING DAY~~
~~CHRISTMAS DAY~~
~~NEW YEAR'S DAY~~
~~MARTIN LUTHER KING DAY~~
~~PRESIDENTS DAY~~
~~MEMORIAL DAY~~

5. Use of Holiday Leave

a.) It will be the employees' responsibility to monitor their holiday leave usage.

b.) Holiday leave must be used in full day increments. A full day will be considered the number of hours scheduled for the day that the leave was taken (e.g. employee was scheduled to work ten hours on a holiday, ten hours of holiday pay would be utilized).

In the event that the employee does not have enough holiday hours in her/his bank to cover a full day's absence, vacation hours or compensatory time will be used to make up the difference. The same concept shall apply to all regular part-time employees.

c.) All holidays ~~earned, but~~hours not taken~~,~~ prior to the last day of employment with the City, shall be forfeited.

d.) Holiday hours must be used by June 30 of each year or will be forfeited. There will be no "cash out" or carryover of holiday hours.

e.) In the event that an exempt or non-exempt employee does not have either holiday hours, compensatory hours or vacation hours to cover a designated holiday, they will be placed in a leave without pay ("LWOP") status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.

f.) Holiday hours will not count toward hours worked for purposes of overtime for hourly employees.

g.) Holiday differential is paid in addition to any overtime pay due. Holiday differential pay will not be included in determining the regular hourly rate of pay for the purpose of calculating overtime payments.

6. Certain Firefighters Ineligible

Firefighters working a scheduled 56-hour work week are not eligible for holiday pay.

7. Certain Police Employees Not Participating

Sworn police officers (except Criminal Investigations Bureau (CIB)), detention officers, police communications staff and park rangers ("Specified Police Employees") will not be participating in the holiday leave program set forth above. Specified Police Employees will receive 8 hours of compensation for each of the following holidays as they occur in the calendar:

SPECIFIED POLICE EMPLOYEE HOLIDAYS

INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING
DAY AFTER THANKSGIVING
CHRISTMAS DAY
NEW YEAR'S DAY
MLK
PRESIDENT'S DAY
MEMORIAL DAY
PERSONAL DAY TO BE SCHEDULED BY EMPLOYEE

a.) Specified Police Employees will have one 8-hour personal day to schedule at their discretion with their supervisor each fiscal year. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the employee on July 1 of each fiscal year. New hires will receive a personal day upon their hire. The personal day must be scheduled in the fiscal year it is earned. Unused personal days will not be paid out at the end of the fiscal year or upon resignation of the employee.

b.) The Specified Police Employee holiday hours set forth above will not count as hours worked for the purpose of overtime compensation. Employees who are required to work on designated holidays shall be given, in addition to regular ~~salary~~hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

Example 1: Employee works 14 hours on the holiday (Wednesday*) and works three other days in the week.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	46	10	11	14	11			

End Result:

Hours worked	46
Holiday compensation at straight rate	8
Regular Hours at straight rate	40
Overtime at 1.5	6
Holiday Differential at .5	14

Example 2: Employee works 14 hours on the holiday (Wednesday*) and calls in sick on Monday for the entire shift of 10 hours.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	36		11	14	11			
Sick Leave	10	10						

End Result:

Hours worked	36
Holiday compensation at straight rate	8
Sick leave at straight rate	10
Regular Hours at straight rate	54
Overtime at 1.5	0
Holiday Differential at .5	7

F. Industrial Leave

1. Worker's Compensation Coverage and Supplemental Pay

The City provides, at no cost to employees, Workers' Compensation coverage, which provides, in accordance with Arizona State law, injury care, and lost wage protection for work-related injuries and illnesses. The City provides supplemental pay for active employees in addition to the Workers' Compensation wage benefit after one full year of employment. The supplemental pay starts from the eighth calendar day, and is intended to compensate employees up to the full amount of their regular pay. Sick leave will be used during the first seven days counted from the first calendar day after the injury if the employee is off work less than 14 days. Employees will receive their regular rate of pay for the day of the injury. Workers Compensation does not reimburse employees for time off to attend doctor's visits or physical therapy visits. If these visits are deemed medically necessary by a licensed practitioner it is up it is up to the department supervisor to determine if time can be taken off during work hours and if the employee will be paid for that time.

2. Determination of Compensability

The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

G. Leave Without Pay

1. Request and Determination

Employees may request, in writing, leave without pay ("LWOP") for certain restricted reasons. The Department Director, Human Resources and City Manager will determine whether or not to approve the leave request.

2. Leave Accruals Discontinued

Vacation and sick leave accruals will discontinue at the point an employee goes on leave without pay and will commence when they return to work.

3. Insurance Discontinued

After two pay periods of leave without pay, health, dental, vision and life insurance for the employee and any dependent coverage will discontinue. COBRA coverage will be offered to the employee and dependents.

4. Unauthorized Absence

Any unauthorized absence of an employee from duty will be deemed absence without pay and may be grounds for disciplinary action up to and including dismissal from City employment.

a.)5. Failure to Return After Notice

Failure on the part of an employee to return to duty within forty-eight (48) hours after written notice to return has been sent to his/her last known address, will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.

H. Bereavement Leave

1. General

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed five work days or 40 hours. Employees working a scheduled 56-hour work week bereavement leave will be calculated at 1.4x times the regular rate. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the Department Director's approval. Upon the death of an employee's aunt, uncle, or cousin, an employee may be granted paid bereavement leave not to exceed one work day or eight

hours. Only full-time regular and/or probationary employees are eligible for bereavement leave.

2. Immediate Family Defined

For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild~~,~~ or step-child, step-parent, step-brother~~,~~ or step-sister.

I. Military Leave

All regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay, upon written request to the City Manager, ~~with pay~~ from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority, on active duty during training or duty with troops, field exercises or instruction for a total period not to exceed ~~a total~~the lesser of 30 working days ~~(~~or 240 hours~~)~~ in any two consecutive years. Leave will be calculated at 1.4 times the regular rate (336 hours) for employees working a scheduled 56-hour work week.

J. Civic Duty Leave

1. General

Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena~~,~~ and voting.

2. Use of Civic Duty Leave

Except for voting pursuant to ~~A.R.S~~ARIZ. REV. STAT. § 16-401 (primary elections) or ~~A.R.S~~ARIZ. REV. STAT. § 16-~~402~~402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

a.) The distance to the work location would preclude timely reporting for the civic duty; or~~,~~

b.) The employee cannot return to work at least one hour before the end of the work shift.

Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

a.) The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as ~~outlined in the~~

~~state law~~set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.

b.) Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.

5. **Jury and Witness Fees**

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any fees to the City Finance and Budget Department, except for mileage allowance.

K. Administrative Leave

The Human Resources Department may authorize the granting of administrative leave to temporarily relieve an employee of his/her duties during an investigation and/or pending the outcome of a hearing. Administrative leave may be authorized with or without pay depending upon the specific circumstance.

L. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to regular status full-time employees. Insurance coverage begins 30 days after the first day of the month following the employee's first day of employment.

1. **Medical Insurance**

Employees hired in 30-40 hour positions are covered by the City's regular medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans.

2. **Dental Insurance**

Employees hired in 30-40 hour positions are covered by the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. **Life Insurance**

Employees hired in 30-40 hour positions are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. **Optional Insurance Benefits**

The City may provide optional benefits through payroll deduction.

M. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2%t administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

N. Workers' Compensation Insurance

1. General

Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job.~~1.~~ All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on 66 2/3% of the monthly wage up to $3,000.

2. Temporary Disability and Sick Leave

An employee receiving temporary disability payments pursuant to the laws related to Workers' Compensation may elect to use accumulated sick leave in order to continue his/her regular income if employed with the City less than one year. Sick leave must be used in increments of not less than eight hours per pay period. The purpose of this policy is to ensure that an employee does not suffer economic hardship as a result of his/her injury; however, the employee shall not make a financial gain as a result of his/her injury or illness.

3. Reporting Period

All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

4. Choice of Care Provider

The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

O. Retirement Plans

Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.

Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

P. Deferred Compensation Plan

Under this optional plan, which is governed by Internal Revenue Service (IRS) Code 457, an employee may choose to defer a portion of his/her income through payroll deduction. The deferred amount is not taxable until withdrawn, and various options are available for the investment of these funds. There are no City matching funds for this benefit. By deferring income, an employee may lower the income tax they currently pay.

Q. Health Savings Account ("H.S.A.")

1. General

Health Savings Accounts ("H.S.A.") were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. H.S.A. are designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

Employees who select a high deductible health plan may be eligible to participate in an H.S.A.

3. City Contribution

The City may elect to contribute funds to employee's H.S.A. accounts.

R. Flexible Spending Arrangements ("FSA")

1. General

Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements ("FSA") allow employees to be reimbursed for medical expenses.

2. Process

a.) Employees may contribute to FSA accounts up to the limit set by the City.

b.) No employment or federal income taxes are deducted from employee contributions to FSA accounts.

c.) The City may elect to contribute funds to employee's FSA accounts.

Document comparison by Workshare Professional on Wednesday, March 04, 2009 2:57:15 PM

Input:	
Document 1 ID	interwovenSite://GRPHX_SQL/Phoenix/856068/2
Description	#856068v2<Phoenix> - POLICY - Personnel Handbook Chapter 6 Revised March 2009
Document 2 ID	interwovenSite://GRPHX_SQL/Phoenix/856068/6
Description	#856068v6<Phoenix> - POLICY - Personnel Handbook Chapter 6 Revised March 2009 v6
Rendering set	Standard

Legend:	
Insertion	
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Inserted cell	
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Split/Merged cell	
Padding cell	

Statistics:	
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Insertions	68
Deletions	115
Moved from	4
Moved to	4
Style change	0
Format changed	0
Total changes	191

CITY COUNCIL REPORT

SUBJECT:
Public Hearing - ASC Annexation

MEETING DATE:
March 9, 2009

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will hold a public hearing regarding the proposed annexation of 78.3 acres of land generally located north of the northeast corner of Avondale Blvd. and Van Buren Street.

DISCUSSION:

This is a City-initiated request for annexation. The area included in this proposed annexation includes land that is slated to site the ASC Sports Complex.

The property is contiguous to existing city limits on all four sides. The site is currently zoned Rural-43 by Maricopa County and will be designated as AG (Agricultural) upon annexation.

In accordance with state statutes, the Council must hold a public hearing on this proposed annexation. The notice of this hearing and the pending annexation have been published in the West Valley View and posted on the property as required by State statutes. No comments have been received from the public. Adoption of the annexation ordinance by the City Council is scheduled for the regular meeting of April 6, 2009.

RECOMMENDATION:

Staff recommends that Council hold a public hearing on the proposed annexation as required by law.

ATTACHMENTS:

Click to download

- Map and Legal Description
- Photographs

FOUND 3" BCHH
W. ¼ COR. SEC. 6,
T.1N., R.1E.

FOUND 3" BCHH
N ¼ COR. SEC. 6,
T.1N., R.1E.

FOUND 3" BCHH
E. ¼ COR. SEC. 6,
T.1N., R.1E.

ORD. 407

6

ORD. 358
ORD. 244
ORD. 239
ORD. 900

ORD. 796

1313.40'

LOT 6

N. LINE OF S. 30 ACRES
OF N. HALF OF S.W. QUARTER

78.0'
55.0'
R/W

AVONDALE BOULEVARD

2626.80'

AREA TO BE
ANNEXED

E. 15 ACRES

74.09'

1164.19'

74.09'

3.0'

968.59'

968.69'

111TH AVENUE

ORD. 358

LOT 7

ORD. 716

766.44'

ORD. 253

72.55'

ORD. 443

VAN BUREN ROAD

FOUND 3" BCHH
S.W. COR. SEC. 6,
T.1N., R.1E.

FOUND 3" BCHH
S ¼ COR. SEC. 6,
T.1N., R.1E.

649.78'

346.0'

SCALE: 1"=500'

ASC ANNEXATION
CITY OF AVONDALE, ARIZONA
WE HEREBY CERTIFY THAT THIS IS AN ACCURATE PLAT OF TERRITORY ANNEXED TO THE CITY OF AVONDALE, ARIZONA BY ORDINANCE NO. _____.

MAYOR _____, DATE _____.

CLERK _____, DATE _____.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 2-9-2009
ARIZONA, U.S.A.
Expires 06/30/2011

TO BE ANNEXED

EXISTING AVONDALE
CITY LIMITS

REBAR

CALCULATED POINT

BRASS CAP IN HH

PK NAIL

Entellus™
2255 N. 44th Street Suite 125
Phoenix, AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Website: www.entellus.com

CITY OF AVONDALE, ARIZONA	
SW ¼ SECTION 6,	
T.1N., R.1E., G. & S.R.B. & M.	
ANNEXATION EXHIBIT	
DATE: 1/20/09	REV'D:
DRAWN BY: DG	CHK'D: DGF PG: 1 OF 1
FILE: 435011-13_01-12-09.DWG	

CITY OF AVONDALE
DESCRIPTION FOR ANNEXATION

Those portions of the Southwest Quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The North Half of said Southwest Quarter;

EXCEPT the East 15 acres of the South 30 acres;

And EXCEPT the West 78.00 feet thereof.

The South 3.00 feet of the West 74.09 feet of the East 15 acres of the South 30 acres of the North Half of said Southwest Quarter.

General Land Office (GLO) Lot 7 of said Section 6;

EXCEPT the South 346.00 feet;

EXCEPT the North 303.78 feet of South 649.78 feet of the West 766.44 feet;

And EXCEPT the West 78.00 feet thereof.

That portion of the Southeast Quarter of said Southwest Quarter described as follows:

COMMENCING at the Maricopa County Highway Department brass cap found in hand hole at the West Quarter Corner of said Section, from which the brass cap found in hand hole at the Southwest Quarter of said Section bears South 00 degrees 02 minutes 17 seconds East a distance of 2626.80 feet as defined on "Record of Survey PLSS Subdivision" in Book 694 of Maps, Page 38 of the Maricopa County Recorder;

Thence along said West line of the Southwest Quarter, South 00 degrees 02 minutes 17 seconds East a distance of 1313.40 feet to the Northwest Corner of GLO Lot 7;

Thence along the North line of said GLO Lot 7, North 89 degrees 03 minutes 11 seconds East a distance of 1164.19 feet to the Northeast Corner of said GLO Lot 7, said Northeast Corner being the POINT OF BEGINNING;

Thence along the East line of said GLO Lot 7, South 00 degrees 24 minutes 31 seconds East a distance of 968.59 feet to the North line of the South 346.00 feet of said Southwest Quarter;

Thence along said North line, North 89 degrees 07 minutes 27 East a distance of 72.55 feet to a point;

Thence North 00 degrees 19 minutes 02 seconds West a distance of 968.69 feet to a point on the North line of the Southeast Quarter of said Southwest Quarter;

Thence along said North line, South 89 degrees 03 minutes 09 seconds West a distance of 74.09 feet to the POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 2-9-2009
ARIZONA U.S.A.
EXPIRES 6/30/2011

PUBLIC NOTICE
Notice is hereby given that the City Council of the City of Avondale will hold a public hearing on Monday, March 9, 2009 at 7:00 p.m. to discuss the proposed annexation of those portions of the Southwest Quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona (approximately 78.3 acres of land generally located north of the northeast corner of Avondale Blvd and Van Buren Street). For additional information please call the City Clerk's Department at 623-333-1200. This meeting will be held in the Council Chambers, 11465 W Civic Center Drive in Avondale.
Published in the West Valley View February 20 and 24, 2009.
02/17/09

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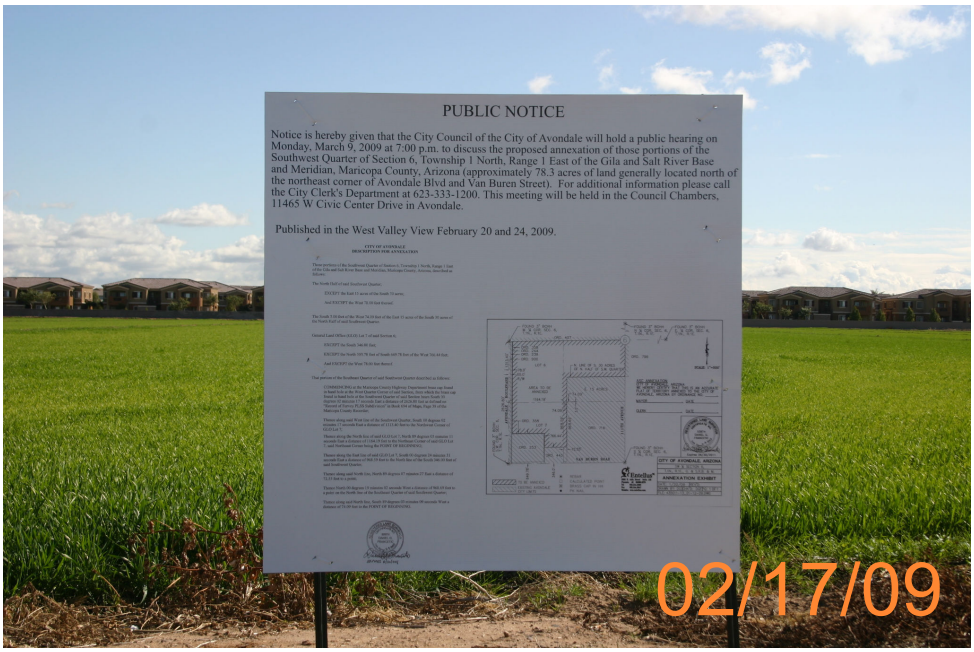
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Published in the West Valley View February 20 and 24, 2009.
02/17/09

CITY COUNCIL REPORT

SUBJECT:
Economic Development Ad Hoc Committee

MEETING DATE:
March 9, 2009

TO: Mayor and Council

FROM: Sammi Curless

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Mayor Lopez Rogers would like to discuss with the City Council the creation of a Mayor's Economic Development Ad Hoc Committee.

RECOMMENDATION:

For information, discussion, and direction.

ATTACHMENTS:

Click to download

No Attachments Available