

CITY COUNCIL AGENDA

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

WORK SESSION
February 7, 2011
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 TRES RIOS UPDATE

The purpose of this report is to provide the Avondale City Council with an update on the Tres Rios Project. For information and discussion only.

3 ARIZONA CENTENNIAL CELEBRATION UPDATE

Staff will update Council on the Avondale Centennial Committee's plans and seek Council direction regarding participation in the Penny Drive, one of the State's Signature Projects. For information, discussion and direction only.

4 ADJOURNMENT

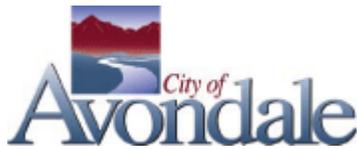
Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

Carmen Martinez
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



CITY COUNCIL REPORT

SUBJECT:
Tres Rios Update

MEETING DATE:
February 7, 2011

TO: Mayor and Council
FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this report is to provide the Avondale City Council with an update on the Tres Rios Project.

BACKGROUND:

The Tres Rios Project spans from West Phoenix through Avondale along the Salt and Gila Rivers. The City of Phoenix was awarded funding for certain aspects of this project. The Tres Rios Project was initiated in the 1990s to address three issues: 1) Flood control. 2) River and habitat restoration. 3) Regulatory issues related to effluent being discharged into the Salt River.

Project partners include the Army Corps of Engineers; the cities of Mesa, Tempe, Scottsdale and Glendale; the County Flood Control District; the Department of Game and Fish; and the City of Avondale. The project is designed in three phases. Bob Upham, Project Manager, City Of Phoenix, and Cynthia Seelhammer, Deputy City Manager and Interim Water Services Director provided an update to the City Council in a worksession on July 20 2009 on the initial phases of the project. The purpose of this report is to provide an update on the project to date.

DISCUSSION:

This is a U.S. Army Corps of Engineers project with the City of Phoenix as the local sponsor. The Flood Control District is a participant in the flood control levee features. The project area is located on the Salt and Gila Rivers from approximately 91st Avenue to the Agua Fria River. The project includes north bank levee improvements from 105th Avenue to the Agua Fria River, channelization, habitat areas composed of open water marshes and overbank wetlands, and a pump station that will provide water to the habitat areas. The property along the north side of the Salt and Gila rivers, including the Holly Acres subdivision, will be protected from river flooding by the north levee component of the project. The project manager for the U.S. Army Corps of Engineers is Mike Ternak.

The first and second phases have been designed and are under construction or have been completed, and the third phase design concept is being developed. The first two phases included flow regulation for approximately 250 acres of wetlands. The Overbank Wetlands run from approximately 97th Ave. to 113th Ave. The 91st avenue wastewater treatment plant was also expanded and a new pump station was built that will supply water to the project.

The last phase of the project includes the In-River Features, which include open water and marsh areas. The most important aspect of the In-River Features is clearing out the river channel and removing the non-native trees. This will reduce the floodplain to below Southern Avenue. and the levee will only have to be built up along El Mirage Rd. to Southern Avenue. The Gila River Indian Community has the option of completing Phase 4 and Phase 5 on their own through an agreement with the US Army Corps of Engineers.

The City of Avondale southern planning area includes the area along and adjacent to the Tres Rios planning area. City of Avondale plans include the development of trails, recreation, and potential residential and commercial areas. City staff will consider the outcomes of the Tres Rios project as we develop Avondale specific projects .

BUDGETARY IMPACT:

Information only. There are no budgetary impacts at this time.

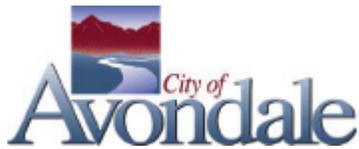
RECOMMENDATION:

For information only. The purpose of this report is to provide the Avondale City Council with an update on the Tres Rios Project.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Arizona Centennial Celebration Update

MEETING DATE:

February 7, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will update Council on the Avondale Centennial Committee's plans and seek Council direction regarding participation in the Penny Drive, one of the State's Signature Projects.

BACKGROUND:

On February 14, 1912, Arizona became the 48th state and the last of the contiguous states to become part of the United States of America. The Arizona Centennial Commission was formed by Executive Order to plan, promote and execute commemorative events throughout the state. Each community was urged to develop projects to celebrate Arizona's 100th birthday. Avondale formed a Centennial Committee to assist and advise staff on planning projects to commemorate the Centennial.

The Avondale Centennial Committee selected two projects, the Pioneer Cemetery and Monument Hill Trail Project. The Cemetery is now an asset of the City. Staff and the Committee are planning one or more events as Centennial events to celebrate the contributions to Arizona by those buried there, including many veterans.

The Monument Hill Project is also progressing having received a grant for \$25,000 from Tohono O'odham towards the construction of a walking trail up to the Initial Point atop Monument Hill. The plan is to complete the trail by mid-2012 and have a Centennial trail opening perhaps in conjunction with the annual Tres Rios Festival. Staff will continue to move the project to completion with the wonderful cooperation of many partners and volunteers who are committed to this trail being completed in 2012.

This project has been accepted and is listed as a Legacy Project with the Arizona Centennial Commission.

DISCUSSION:

The Arizona Centennial Commission through its Arizona Centennial 2012 Foundation developed several Signature Projects that allow participation by every community throughout the state. One Signature Project of possible interest is the Penny Drive. The main focus is to ask students K-8 throughout Arizona to collect pennies and raise \$250,000 to establish an endowment for cleaning, polishing and resealing the Arizona Capitol Museum Copper Dome. Lesson plans on the importance of copper, philanthropy and state government will also be provided to participating schools. In addition, any other business or organization can donate to this fund.

Staff suggests that coins collected from the fountain in front of City Hall be donated during this campaign. Staff estimates that as much as \$700 might be recovered and donated on behalf of Avondale's Schools.

Since each Councilmember is an ambassador to an Avondale School, Councilmembers may want to contact their respective schools and encourage their participation and let them know that the City could make a donation on their behalf. The Avondale Elementary School District has indicated support for this project. Only schools that have registered to participate can be credited with any donation made by the City.

There are other Signature Projects that the City might consider as celebration events along with other cities in observing the Centennial. There is a Centennial Tree Project, Centenarians Celebration Brunch, the Happy Birthday Arizona birthday party on Feb 14th and the Arizona Centennial Copper Chopper Tour & Centennial Rides fundraiser. Union Pacific is sponsoring a Steam Engine Tour and we have submitted a request to be included; however, the UP technical staff and engineers are selecting routes based on the condition of the track and their freight schedules.

Staff will continue to evaluate these other celebration opportunities. However, the Penny Drive is time sensitive. It begins Feb 9th and ends April 15th.

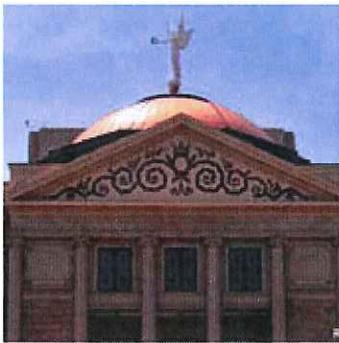
RECOMMENDATION:

For information, discussion and direction.

ATTACHMENTS:

Click to download

- 📄 [Penny Drive Fact Sheet](#)
- 📄 [Penny Implementation Sheet](#)



Arizona CENTennial Penny Drive

Signature Event

Contact: Arizona Centennial 2012 Foundation

Phone: 602-364-3689

Email: mkrumwiede@arizona100.org

Calling Arizona children to clean up...
the State Capitol Copper Dome, that is!

We are getting ready to celebrate 100 years of Statehood...but before we do, the Arizona Centennial 2012 Foundation needs you! February 9, 2011 - April 15, 2011, thousands of K-8 students throughout the State of Arizona will join together in the Arizona **CENT**ennial Penny Drive, sponsored by **Freeport-McMoRan Copper & Gold Foundation** and **The Arizona Republic**, raising pennies to resurface, reseal and polish the Arizona Capitol Copper Dome. Due to budgetary constraints it has not been cleaned in almost 20 years. In making the dome presentable for the upcoming Centennial festivities, it was decided that there is no better group to be entrusted with the task than Arizona's kids!

We are encouraging as many K-8 students as possible throughout the state to participate in this historic **children's legacy project** to raise **100 pennies** each!

The Arizona Centennial 2012 Foundation is excited to bring the Arizona **CENT**ennial Penny Drive, to Arizona's schoolchildren. The students' dedication and enthusiasm in the collection of pennies for this historic undertaking is the reason the Dome will shine brilliantly, and proudly serve as the centerpiece for Arizona's 100th birthday, February 14, 2012! This will be their legacy!

Project Timeline:

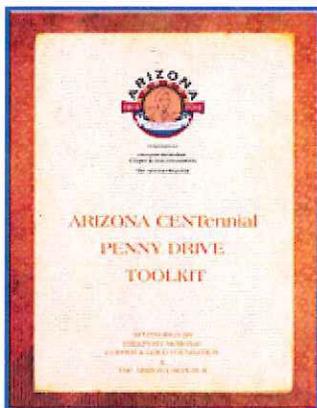
*February 9, 2011 - The Arizona **CENT**ennial Penny Drive kicks-off the same day Arizona voters approved the State's new constitution 100 years ago.

*February 14, 2011 - A press conference will be held on Arizona's 99th Statehood Day to announce the official start of the Arizona **CENT**ennial Penny Drive at the State Capitol under the copper dome.

*April 15, 2011 - The Arizona **CENT**ennial Penny Drive ends on the 48th school day to commemorate Arizona becoming the 48th State of the Union.

*June 2011 - The Arizona Capitol Dome gets shined up and ready for Statehood celebrations!

For more information on how to implement the project at your school click on the Toolkit icon. To have your school participate in the project complete the form below.



Click on image to access the toolkit

A special thank you to our proud sponsors and partners!





Sponsored by
Frederic McMoran
Copper & Gold Foundation
The Arizona Republic

IMPLEMENTATION STEPS

1. Register your school by using the online registration form at www.Arizona100.org/Pennydrive
2. Appoint a "Centennial Ambassador" to serve as the point person for the project and future Centennial projects geared towards schoolchildren.
3. Place one small coin container in each participating classroom. Container recommendations:
 - a. Small milk carton
 - b. Small plastic juice bottle
 - c. Coffee can
 - d. Piggy bankPlace one large coin container in each school. Container recommendations:
 - a. 5 gallon water jug
 - b. 10 gallon water jug
 - c. Large oversized glass jar with stopper
4. Assign a teacher or student to dump coin from the class container into the large container at the end of each school day; do not leave coin in classroom overnight unless the door is locked.
5. The large container should be located in a safe area, (i.e.; school administrative office, school library), where it is monitored during the day and locked-up at night.
6. At least once a week a teacher or a volunteer should take the large container to the bank for deposit.
7. Keep close track of all deposits made so at the end of the Penny Drive you will have an accurate accounting of the amount your school raised
8. A check for the total amount raised must be mailed with the **Check Contribution Form**, which can be found in this toolkit, by **April 29, 2011** in order for your school to be eligible for prize drawings.
9. Utilize the lesson plans and activities provided on the web site. The curriculum was created by Arizona educational professionals and is tied to state & national standards.
10. To inspire fun competition, keep a tote board to track each class' progress. The tally can be written on a whiteboard or chart and kept in a central location. Each week a rotating trophy can be given to the class that raises the most pennies. At the end of the Penny Drive the classroom that raises the most keeps the trophy.
11. Have class penny wars! One point is received for every penny in the container. Classes may put other coins into the containers of OTHER classes. Each silver coin reduces the number of points from that container by the amount of the coin. E.g. a nickel reduces the points by five, a dime by ten, a quarter by 25, etc...
12. Enlist businesses in your community to help with fundraising efforts. Ask business owners to place a penny container on their counter for customers to contribute!
13. Encourage students to raise 100 pennies each in keeping with the Centennial theme.
14. Be creative, have fun and raise those pennies!



CITY COUNCIL AGENDA

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

REGULAR MEETING
February 7, 2011
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

Regular Meeting of January 24, 2011

b. LIQUOR LICENSE SERIES 10 (BEER AND WINE STORE) FOR QUIKTRIP #1424

City Council will consider a request from Mr. Troy DeVos for a Series 10 Beer and Wine Store License at QuikTrip #1424 located at the northwest corner of Avondale Boulevard and Coldwater Springs Boulevard in Avondale. The Council will take appropriate action

c. CHANGE ORDER NO. 2 TO THE AVONDALE BOULEVARD & ENCANTO BOULEVARD IMPROVEMENTS PROJECT

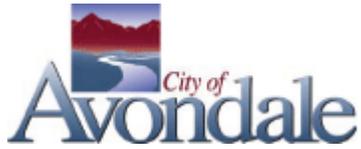
City Council will consider a request to approve Change Order No. 2 to the Avondale Boulevard and Encanto Boulevard Intersection Improvement Construction Contract with Visus, Inc. in the amount of \$24,796.36, authorize the necessary transfer of funds and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 2953-211 - AUTHORIZING THE ACCEPTANCE OF UASI GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY

City Council will consider a resolution authorizing the acceptance of an Urban Area Security Initiative (UASI) Grant from the Arizona Department of Homeland Security in the amount of \$9,575 to purchase equipment, supplies and planning services associated with the Sheltering/Volunteers Reception Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 2951-211 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON FOR FY2010/2011 TRANSIT SERVICES

City Council will consider a resolution approving an Intergovernmental Agreement with the City of Tolleson for FY2010/2011 Transit Services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
February 7, 2011

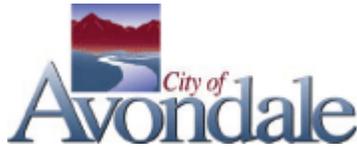
TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:
Regular Meeting of January 24, 2011

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Liquor License Series 10 (Beer and Wine Store) for
QuikTrip #1424

MEETING DATE:

February 7, 2011

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

PURPOSE:

Staff is recommending approval of a request from Mr. Troy DeVos for a Series 10 Beer and Wine Store License at QuikTrip #1424 located at the northwest corner of Avondale Boulevard and Coldwater Springs Boulevard in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Troy DeVos for a Series 10 Beer and Wine Store License to sell beer and wine at QuikTrip #1424 located at the northwest corner of Avondale Boulevard and Coldwater Springs Boulevard.

This item was originally scheduled to be considered by Council at its January 24, 2011 meeting. The notice was published in the newspaper and posted at the site as required by statute. However, the sign was removed from the location before the expiration of the required 20 days requiring the rescheduling of council's consideration of the request to approve the application. Staff rescheduled this item, posted the notice at the location and published the notice in the newspaper one more time. As required by statute and city ordinance, the application was posted for the required 20 days starting January 18, 2011. A notice was published in the West Valley View on February 1 and 4, 2011. No comments were received.

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

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

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Troy DeVos for a Series 10 Beer and Wine Store License at QuikTrip #1424 located at the northwest corner of Avondale Boulevard and Coldwater Springs Boulevard in Avondale.

ATTACHMENTS:

Click to download

- [Application](#)
- [Departmental Review](#)
- [Posting pictures](#)
- [Vicinity Map](#)

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

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 #:

1. Type of License: 10 - Beer & Wine Store 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

- Owner/Agent's Name: Mr. DeVos Troy Charles (Last, First, Middle)
Corp./Partnership/L.L.C.: QuikTrip Corporation B1022842
Business Name: QuikTrip # 1424 B1045122
Principal Street Location: NWC AVONDALE BLVD. + COLDWATER SPRINGS BLVD. AVONDALE MARICOPA 85325 (City, County, Zip)
Business Phone: Pending Daytime Contact: (480) 446-6329
Is the business located within the incorporated limits of the above city or town? YES NO
Mailing Address: 1116 E. Broadway Rd., Tempe AZ 85282 (City, State, Zip)
Enter the amount paid for a bar, beer and wine, or liquor store license\$ (Price of License only)

DEPARTMENT USE ONLY

Fees: 100.00 Application Interim Permit Agent Change Club Finger Prints \$ 100.00
TOTAL OF ALL FEES

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

Accepted by: dm Date: 11/18/10 Lic. # 10076103

SECTION 5 Interim Permit:

10-20-2018 10:11 AM

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.

State of _____ County of _____
 X _____ The foregoing instrument was acknowledged before me this
(Signature) Day _____ of _____
 My commission expires on: _____ 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
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	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.: QuikTrip Corporation
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 5/19/1958 State where Incorporated/Organized: Oklahoma
3. AZ Corporation Commission File No.: F-0875503-0 Date authorized to do business in AZ: 5/14/1999
4. AZ L.L.C. File No: N/A Date authorized to do business in AZ: N/A
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
SEE ATTACHED LIST					

(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
Cadieux III	Chester	EDOUARD	43.9		
Cadieux II	Chester	EDOUARD	20.9		
OWNED BY SEVERAL PERSONS; NONE OWNS 10% OF THE TOTAL ISSUED OUTSTANDING SHARES					

(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)

QuikTrip Officers

NO. 100 ED. 100. 100. 100. 100.

<u>Name and Title</u>	<u>SS#</u>	<u>Work Address</u>	<u>Date of Birth</u>	<u>Place of Birth</u>	<u>US Citizen</u>
Cadieux III, Chester Edouard President/Chief Executive Officer		P.O. Box 3475 Tulsa OK 74101-3475		Tulsa, OK	Yes
Stanford, Earnest Michael SR VP Operations/Chief Operating Officer		P.O. Box 3475 Tulsa OK 74101-3475		Armory, MS	Yes
Brockmeier Jr., Roy Edward Vice President/Store Operations		P.O. Box 3475 Tulsa OK 74101-3475		Wichita, KS	Yes
Denny, James Arthur VP/Marketing		P.O. Box 3475 Tulsa OK 74101-3475		Kansas City, MO	Yes
Owen, Kimberly Parsons Vice President/Human Resources		P.O. Box 3475 Tulsa OK 74101-3475		Pittsburg, KS	Yes
Jeffers, Ronald Steven VP/Operations Systems		P.O. Box 3475 Tulsa OK 74101-3475		Greenville, TN	Yes
Marchesano, James Denley Vice President/Store Development		P.O. Box 3475 Tulsa OK 74101-3475		Des Moines, IA	Yes
O'Dell III, Marvin Charles VP/Sales		P.O. Box 3475 Tulsa OK 74101-3475		Omaha, NE	Yes
Calhoun, Richard Lee VP Petroleum Supply & Trading		P.O. Box 3475 Tulsa OK 74101-3475		Wichita, KS	Yes
Westbrook, Sandra Jawana VP/Finance/Chief Financial Officer		P.O. Box 3475 Tulsa OK 74101-3475		Collinsville, OK	Yes
Cotten, Paula Dione VP - Finance / Treasurer		P.O. Box 3475 Tulsa OK 74101-3475		Tahlequah, OK	Yes
Delametter, Marc Andrew VP - Accounting / Controller		P.O. Box 3475 Tulsa OK 74101-3475		Grants, NM	Yes
Sullivan, Stuart Coleman Secretary		P.O. Box 3475 Tulsa OK 74101-3475		Tulsa, OK	Yes
Dickerson, Larry Dale Assistant Secretary		5725 Foxridge Drive Mission KS 66202		Kansas City, KS	Yes
Simoens, Avery Allyson Assistant Secretary		2255 Bluestone Drive St. Charles MO 63303		North English, IA	Yes
Smith, Beth Ellen Assistant Secretary		P.O. Box 3475 Tulsa OK 74101-3475		Dugway, Utah	Yes
Stahl, Lora Louise Assistant Secretary		P.O. Box 3475 Tulsa OK 74101-3475		Detroit, Michigan	Yes
Williams, Craig Donovan Assistant Secretary		5875 Peachtree Industrial Blvd., Ste. 10 Norcross GA 30092		Cincinnati, OH	Yes
Vaughan, Kelly Assistant Secretary		1116 East Broadway Road Tempe AZ 85282		Pittsburg, KS	Yes
Hunt, Susan Eileen Assistant Secretary		P.O. Box 3475 Tulsa OK 74101-3475		Geneva, IL	Yes
Gehrke, Thomas Christopher Assistant Secretary		3185 99th St Des Moines IA 50322		Waterloo, IA	Yes
Stanford, Chad Michael Assistant Secretary		14450 Trinity Blvd., Suite 300 Fort Worth TX 76155		Wichita, KS	Yes

QuikTrip Directors

Name	Address	SS#	Date of Birth	Place of Birth	US Citizen
Cadieux II, Chester Edouard	P.O. Box 3475 Tulsa OK 74101-3475			Tulsa, OK	Yes
Cadieux III, Chester Edouard	P.O. Box 3475 Tulsa OK 74101-3475			Tulsa, OK	Yes
Cropper, Stephen Lee	10504 S. Kingston Tulsa OK 74137			Tulsa, OK	Yes
Johnson, Michael Perkins	One Williams Center Tulsa OK 74101			St Louis, MO	Yes
Mather, Peter William Carter	14509 Maplelake Dr Edmond OK 73013			London, England	Yes
May, Richard Charles	10 S. Riverside Plaza, Suite 800 Chicago IL 60606-3709			Chicago, IL	Yes
McClure, Mary Virginia	56 Janssen Pl Kansas City MO 64109			Sedalia, MO	Yes
Moore, Pattye Lynne	13801 Plantation Way Edmond OK 73013			Oklahoma City, OK	Yes
Pearman, Stuart Marshall	P.O. Box 3475 Tulsa OK 74101-3475			Richmond, VA	Yes
Sheetz, Stephen Girard	5700 6th Ave Altoona PA 16602			Altoona, PA	Yes
Stanford, Earnest Michael	P.O. Box 3475 Tulsa OK 74101-3475			Armory, MS	Yes
Carter, Terry Layne	1235 E 26 St Tulsa OK 74114			Clinton, OK	Yes

*10 DEC 16 11:48 Lic. Lic. PM 2:48

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

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

- 1. Current Business: Name _____
(Exactly as it appears on license) Address _____
- 2. New Business: Name _____
(Physical Street Location) Address _____
- 3. License Type: _____ License Number: _____
- 4. If more than one license to be transferred: License Type: _____ License Number: _____
- 5. What date do you plan to move? _____ What date do you plan to open? _____

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) horizontal 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: 4579 ft. Name of school COLLIER ELEMENTARY SCHOOL
Address 350 S. 118th AVE, AVONDALE, AZ 85323
City, State, Zip
- 2. Distance to nearest church: 4943 ft. Name of church LA MISSION JUBILEE CENTER
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 _____
Address _____
City, State, Zip
- 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 for this license/location excluding the lease? \$ NO DEBT INCURRED FOR THIS LICENSE / LOCATION
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

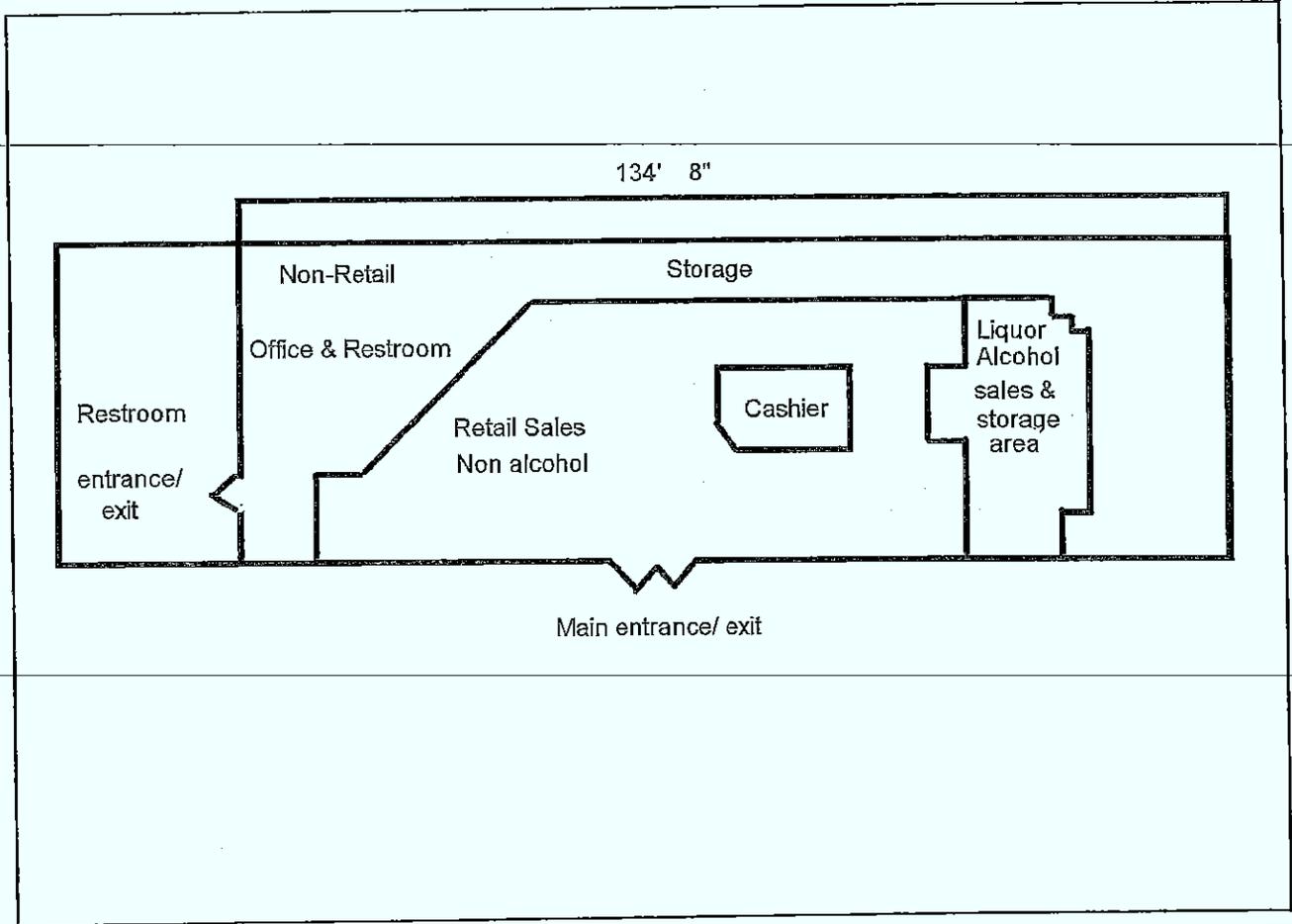
- 6. What type of business will this license be used for (be specific)? CONVENIENCE STORE

5 AMENDMENT

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 ↑.

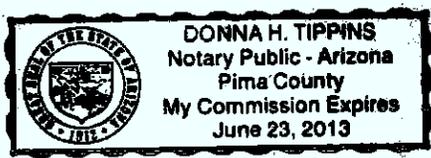
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, TROY CHARLES DEVOS, hereby declare that I am the OWNER/AGENT filing this 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]
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 18 of NOVEMBER, 2010
Day Month Year

[Signature]
signature of NOTARY PUBLIC

My commission expires on: 06/23/2013
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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 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.

Liquor License #

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

(If the location is currently licensed)

1. Check appropriate box: [X] Controlling Person (Complete Questions 1-19) or [] Agent; [] Manager (Only) (Complete All Questions except # 14, 14a & 21)

2. Name: Cadieux II Chester Edouard
Last First Middle Date of Birth (NOT a Public Record)

3. Social Security Number Drivers License # State: OK

4. Place of Birth: Tulsa OK USA Height: 5'6" Weight: 150 Eyes: Brn Hair: White

5. Marital Status: [] Single [X] Married [] Divorced [] Widowed Daytime Contact Phone: 918-296-3866

6. Name of Current or Most Recent Spouse: Cadieux Debbie A Arkison Date of Birth (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 918-615-7700

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: QuikTrip # 1424 Premises Phone: PENDING

11. Physical Location of Licensed Premises Address: NWC AVONDALE BLVD. + COLDWATER SPRINGS BLVD. AVONDALE
Street Address (Do not use PO Box #) City County MARICOPA Zip 85322

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.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 1958, CURRENT, Chairman of the Board, QuikTrip Corporation 4705 S 129th E Ave., Tulsa, OK 74134

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Rows: 3/2006, CURRENT, Own; 9/2003, 3/2006, Own, 11423 S Granite Ave., Tulsa, OK, 74137; 2/1999, 8/2003, Own, 7525 S Gary Place, Tulsa, OK, 74136

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?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you 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, 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
- 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
- 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? YES NO

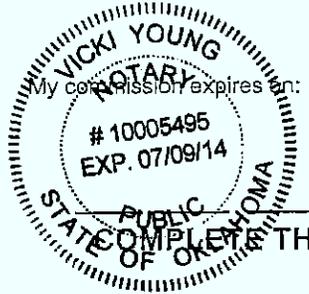
If any answer to Questions 15 through 19 is "YES" **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Chester Edouard Cadieux II, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filling this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Chester Edouard Cadieux II
(Signature of Applicant)

State of Oklahoma County of Tulsa

The foregoing instrument was acknowledged before me this
3rd day of Sept, 2010
Month Year



7/9/14
Day Month Year

Vicki Young
(Signature of NOTARY PUBLIC)

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 _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

Statement for Personal Questionnaire of Chester Cadieux II

I am submitting the following Statement, which is to be attached to my personal questionnaire. This statement sets forth the information that I can recall for the questions on which I provide an affirmative response and is to the best of my knowledge.

Question 17: I am a director of QuikTrip Corporation, which operates a number of locations in several states. QuikTrip Corporation has been cited for liquor violations and a summary of the Corporation's licensing history is attached.

Question 19: I am a director of QuikTrip Corporation. QuikTrip Corporation operates a number of locations in several states and holds numerous liquor licenses issued by State and municipal licensing authorities. I am also a director of Wawa, Inc. since 1985 and this corporation operates in several states and holds numerous liquor licenses.

Date: 9/03/10


Chester E. Cadieux

The foregoing was acknowledged before me, the undersigned Notary Public.


Notary Public

My commission expires: 7/9/14



Store	Address	Date of Violation	Description of Violation	Jurisdiction	Resolution
152	6201 St. John Kansas City, MO 64123	Apr-70	Liquor not locked up on Sunday	State of Missouri	This violation occurred before Sunday Sales law. 7 day suspension
167	701 S. Maguire Warrensburg, MO	Jan-71	Sold alcohol to a minor	City of Lawrenceville	3 day suspension
163	5501 East Bannister Kansas City, MO 64137	Jun-72	Liquor not locked up on Sunday	City of Kansas City	This violation occurred before Sunday Sales law. 2 day suspension
168	10232 Wornall Road Kansas City, MO 64114	Jun-72	Sold alcohol to a minor	City of Kansas City	4 day suspension
190	344 West 72nd St. Kansas City, MO 64111	Dec-76	Sold alcohol to a minor	City of Kansas City	4 day suspension
190	344 West 72nd St. Kansas City, MO 64111	Jul-79	Sold alcohol to a minor	City of Kansas City	4 day suspension
158	9100 E. 35th St. Kansas City, MO	Oct-79	We do not have record of this offense	City of Kansas City	3 day suspension
218	7133 N.W. Barry Road Kansas City, MO 64116	Oct-91	Sold alcohol to a minor	City of Kansas City	
710	3844 Satellite Blvd. Duluth, GA 30136	Jul-94	Sold alcohol to a minor	Gwinnett County	Fined \$200
735	3229 Peachtree Corners Circle Norcross, GA 30092	Mar-95	Sold alcohol to a minor	Gwinnett County.	
229	7200 N.E. Parvin Road Kansas City, MO 64117	May-95	Sold alcohol to a minor	City of Kansas City	
750	6140 Jimmy Carter Blvd. Norcross, GA 30071	Jun-95	Sold alcohol to a minor	Gwinnett County.	
233	501 East North Ave. Belton, MO 64012	Oct-95	Sold alcohol to a minor	City of Belton	4 day suspension
710	3844 Satellite Blvd. Duluth, GA 30136	Oct-95	Sold alcohol to a minor	Gwinnett County.	Fined \$100
209	9323 East 350 Highway Raytown, MO 64133	Nov-95	Sold alcohol to a minor	City of Raytown	
764	765 Buford Drive Lawrenceville, GA 30243	Apr-96	Sold alcohol to a minor	City of Lawrenceville	
776	5255 Peachtree Parkway Norcross, GA 30092	Jun-96	Sold alcohol to a minor	Gwinnett County.	
714	1515 Beaver Run Road Norcross, GA 30093	Jul-96	Sold alcohol to a minor	Gwinnett County.	
748	5095 Oakbrook Parkway Norcross, GA 30093	Jul-96	Sold alcohol to a minor	Gwinnett County.	
717	6182 S. Norcross Tucker Road Norcross, GA 30084	Aug-96	Sold alcohol to a minor	Gwinnett County.	
718	6065 Singleton Road Norcross, GA 30093	Aug-96	Sold alcohol to a minor	Gwinnett County.	11 day suspension
724	5390 Riverdale Road College Park, GA 30349	Jan-97	Sold alcohol to a minor	Clayton County	3 day suspension
187	RR 27, Hwy 45 @ Lake Crest Parkville, MO 64152	Feb-97	Sold alcohol to a minor	City of Parkville	1 day suspension
553	822 - 1st Ave. Coralville, IA 52241	Jul-97	Sold alcohol to a minor	State of Iowa	Fined \$300
208	800 NE Woods Chapel Rd., Lee's Summit, MO 64064	Jul-98	Sold alcohol to a minor	City of Lee's Summit	Written Warning to Store
774	3195 Peachtree Industrial Blvd. Duluth, GA 30136	Sep-98	Sold alcohol to a minor	City of Duluth	
236	1951 Prairie View Rd., Platte City, MO 64079	Nov-98	Sold alcohol to a minor	Platte County	Written Warning to Store
550	1301 - 8th St. West Des Moines, IA 52241	Feb-99	Warning letter	State of Iowa	
765	11700 Haynes Bridge Road Alpharetta, GA 30202	Feb-99	Sold alcohol to a minor	City of Alpharetta	
715	1265 Powder Springs Road Marietta, GA 30067	Mar-99	Sold alcohol to a minor	City of Marietta	
161	2601 S 291 Hwy., Independence, MO 64057	Aug-99	Sold alcohol to a minor	City of Independence	Employee Fined - Written Warning to Store
245	17815 E 39th St., Independence, MO 64057	Oct-99	Sold alcohol to a minor	City of Independence	Written Warning to Store
708	897 West Ridge Road, Gainesville, GA 30501	Dec-99	Selling off hours	City of Gainesville	1 day suspension
715	1265 Powder Springs Road Marietta, GA 30067	Mar-00	Sold alcohol to a minor	City of Marietta	
727	692 Power Springs Road, Marietta, GA 30067	Mar-00	Sold alcohol to a minor	Gwinnett County.	Fine paid \$300
746	3495 Satellite Blvd. Duluth, GA 30136	Mar-00	Sold alcohol to a minor	Gwinnett County.	No penalty
743	1755 Scufflegit Rd., Marietta, GA 30062	Jun-00	Sold alcohol to a minor	City of Marietta	
207	8510 Winner Rd., Kansas City, MO 64125	Jan-01	Sold alcohol to a minor	City of Kansas City	Written Warning to Store
733	3954 Floyd Rd., Austell, GA 30106	Jan-01	Sold alcohol to a minor	Cobb County	
703	2185 Beaver Run Rd., Norcross, GA 30091	Jan-01	Sold alcohol to a minor	City of Norcross	
586	1311 Fort Crook Rd N., Bellevue, NE 68005	Mar-01	Sold alcohol to a minor	City of Bellevue	Fined \$4000.
230	11201 E Truman Rd., Independence, MO 64052	Jun-01	Sold alcohol to a minor	City of Independence	Received a two day suspension
155	1225 S. Noland Rd., Independence, MO 6402	Jun-01	Two employees did not have cards	City of Independence	Written Warning to Store
154	15401 S. 71 Hwy., Grandview, MO 64030	Aug-01	Sold alcohol to a minor	City of Grandview	Written Warning to Store
770	1395 GA Hwy 138, Conyers, GA 30013	Oct-01	Sold alcohol to a minor	Rockdale County	Fined \$600, 6 day suspension
777	5705 Fulton Industrial Blvd., Atlanta, GA 30336	Apr-02	Sold alcohol to a minor	Fulton County	
776	5255 Peachtree Parkway Norcross, GA 30092	Jun-02	Sold alcohol to a minor	Gwinnett County	
737	5240 US Hwy 129 N., Jefferson, GA 30549	Jul-02	Sold alcohol to a minor	City of Jefferson	
248	4740 Arrowhead Dr., Independence, MO 64057	Sep-02	Sold alcohol to a minor	City of Independence	suspensin
175	16801 E US 24 Hwy., Independence, MO 64050	Sep-02	Sold alcohol to a minor	City of Independence	suspensin
751	2949 Fiveforks Trickett Rd., Lawrenceville, GA 30045	Sep-02	Sold alcohol to a minor	Gwinnett County	
179	8600 Pleasant Valley Rd., Pleasant Valley, MO 64068	Dec-02	Sold alcohol to a minor	Clay County	Employee Termed - \$300 fine
763	4745 Jonesboro Rd., Union City, GA 30291	Mar-03	Sold alcohol to a minor	City of Union City	
702	3875 S. Cobb Drive Smyrna, GA 30080	Apr-03	Sold alcohol to a minor	City of Smyrna	
164	6637 Nieman Rd., Shawnee, KS 66203	Apr-03	Sold beer to an undercover agent	City of Shawnee	Termed Employee - \$250 fine
775	105 Barrett Parkway, Kennesaw, GA 30144	May-03	Sold alcohol to a minor	Cobb County	30 day suspension
790	3747 US Hwy 29, Lawrenceville, GA 30044	Jul-03	Sold alcohol to a minor	Gwinnett County	
701	3509 Convington Highway, Decatur, GA 30032	Jul-03	Sold alcohol to a minor	DeKalb County	Fined \$500
785	2900 Buford Dr., Buford, GA 30519	Oct-03	Sold alcohol to a minor	Gwinnett County	
783	50 Willow Lnac, McDonough, GA30253	Oct-03	Sold alcohol to a minor	City of McDonough	
446	550 N Dysart Rd, Goodyear, AZ 85338	Nov-03	Sold alcohol to a minor	City of Goodyear	Fined \$625.00
768	2180 Windy Hill Rd., Smyrna, GA 30080	Dec-03	Sold alcohol to a minor	City of Smyrna	
753	2761 Cobb Pkwy, Kennesaw, GA	Jan-04	Sold alcohol to a minor	City of Kennesaw	License Revoked/Reinstated 8/05
810	650 Hwy 61, Villa Rica, GA 30180	Feb-04	Sold alcohol to a minor	City of Villa Rica	Fined \$600.00, by the State of Georgia
753	2761 Cobb Pkwy, Kennesaw, GA	Mar-04	Sold alcohol to a minor	City of Kennesaw	Fined \$575.00
608	391 N. Main, St Peters, MO 63376	Mar-04	Sold alcohol to a minor	City of St Peters	Fined \$300
179	8600 Pleasant Valley Rd., Pleasant Valley, MO 64068	Mar-04	Sold alcohol to a minor	City of Pleasant Valley	Store
549	2349 Blairs Ferry Rd. Cedar Rapids, IA 52406	Mar-04	Sold alcohol to a minor	State of Iowa	Fined \$500.00
555	3330 16th Ave SW Cedar Rapids, IA 52406	Apr-04	Sold alcohol to a minor	State of Iowa	Fined \$500.00

206	15650 W 135th St., Olathe, KS 66092	Jul-04	Sold alcohol to a minor	City of Olathe	Written Warning to Store
697	2159 Madison Ave. Granite City, IL 62040	Jul-04	Sold alcohol to a minor	City of Granite City	Fine pending
171	1331 E Bannister, Kansas City, MO 64131	Jul-04	Sold alcohol to a minor	City of Kansas City	Employee Received Ticket - Written Warning to Store
164	6637 Nieman Rd., Shawnee, KS 66203	Jul-04	Sold alcohol to a minor	City of Shawnee	Employee Received Ticket - Written Warning to Store
166	11915 Johnson Dr., Shawnee, KS 66203	Jul-04	Sold alcohol to a minor	City of Shawnee	Employee Received Ticket - Written Warning to Store
752	4340 Bells Ferry Rd., Kennesaw, GA 30144	Feb-05	Sold alcohol to a minor	Cobb County	Fined \$500
603	225 N. Kingshighway St. Charles, MO 63301	Mar-05	Sold alcohol to a minor	City of St. Charles	Fined \$500.00
604	3847 McClay St. Peters, MO 63376	Mar-05	Sold alcohol to a minor	City of St Peters	Fined \$500.00
208	800 NE Woods Chapel Rd., Lee's Summit, MO 64064	Mar-05	Sold alcohol to a minor	City of Lee's Summit	Employee Received Ticket - Written Warning to Store
801	9765 Hwy 92, Woodstock, GA 30188	Apr-05	Sold alcohol to a minor	City of Woodstock	Fined \$250.00
575	1749 W. Broadway, Council Bluffs, IA 51501	Jun-05	Sold alcohol to a minor	State of Iowa	\$1500 Fine, 30 day suspension
702	3875 S. Cobb Drive Smyrna, GA 30080	Jun-05	Sold alcohol to a minor	City of Smyrna	
514	802 E 1st Ave. Ankeny, IA 50021	Jun-05	Sold alcohol to a minor	State of Iowa	Fined \$500
603	225 N. Kingshighway St. Charles, MO 63301	Aug-05	Sold alcohol to a minor	City of St. Charles	Court date 9/29
608	391 N. Main, St Peters, MO 63376	Sep-05	Sold alcohol to a minor	City of St. Peters	Fined has not been imposed as of 10/5/05
899	3300 E. University, Denton, TX 76208	Sep-05	Sold alcohol to a minor	City of Denton	Have not met with TABC yet for outcome
217	600 N. 7 Hwy., Blue Springs, MO 64015	Sep-05	Sold alcohol to a minor	City of Blue Springs	Employee Received Ticket - Written Warning to Store
200	120 S. W. M-150 Hwy., Lee's Summit, MO 64082	Sep-05	Sold alcohol to a minor	City of Lee's Summit	Employee Received Ticket - Written Warning to Store
248	4740 Arrowhead Dr., Independence, MO 64057	Nov-05	Sold alcohol to a minor	City of Independence	Employee Received Ticket - Written Warning to Store and Received a two day suspension
163	5501 Bannister Rd., Kansas City, MO 64137	Nov-05	Sold alcohol to a minor	City of Kansas City	Employee Received Ticket - Written Warning to Store
139	2715 W. Chestnut Expressway, Springfield, MO 65802	Jan-06	Sold alcohol to a minor	Greene County	Fined \$200.00
688	3120 Nemeoki Rd, Granite, IL 62040	Feb-06	Sold alcohol to a minor	City of Granite City	Fined \$500
185	10301 W 75th St., Shawnee, KS 66203	Apr-06	Sold alcohol to a minor	City of Shawnee	Employee Received Ticket - Written Warning to Store
587	4424 N 72 St., Omaha, NE 68134	May-06	Sold alcohol to a minor	State of Nebraska	Fined \$500
852	2805 N.E. Green Oaks Blvd., Grand Prairie, TX 75050	May-06	Sold alcohol to a minor	Tarrant County	
586	1311 Fort Crook Rd N., Bellevue, NE 68005	Jun-06	Sold alcohol to a minor	State of Nebraska	\$500 Fine
203	7681 W 151st., Overland Park, KS 66223	Jun-06	Sold alcohol to a minor	City of Overland Park	
778	3611 Peachtree Pkwy, Suwanee, GA 30174	Aug-06	Sold alcohol to a minor	Forsyth County	QT not fined, Employee termed and probation, also termed
936	3230 W Mockingbird Lane, Dallas, TX 75235	Sep-06	Sold alcohol to a minor	City of Dallas	Employee Termed
603	225 N. Kingshighway St. Charles, MO 63301	Sep-06	Sold alcohol to a minor	City of St Charles	
490	8877 W. Thunderbird Rd., Peoria, AZ 85381	Nov-06	Sold alcohol to a minor	State of Arizona	\$500 Fine
408	116 E. Broadway, Tempe, AZ 85282	Dec-06	Sold alcohol to a minor	City of Tempe	\$500 Fine
852	2805 N.E. Green Oaks Blvd., Grand Prairie, TX 75050	Dec-06	Sold alcohol to a minor	State of Arizona	
586	1311 Fort Crook Rd N., Bellevue, NE 68005	Dec-06	Sold alcohol to a minor	City of Bellevue	\$500 Fine
504	998 8th Ave., Marion, IA 52303	Jan-07	Sold alcohol to a minor	State of Iowa	
715	1265 Powder Springs Road Marietta, GA 30067	Feb-07	Sold alcohol to a minor	City of Marietta	30 day suspension
770	1395 GA Hwy 138, Conyers, GA 30013	Feb-07	Sold alcohol to a minor	Rockdale County	
694	2490 Troy Rd., Edwardsville, IL 62025	Mar-07	Sold alcohol to a minor	City of Edwardsville	
560	2300 Martin Luther King Pkwy., Des Moines, IA 50310	Apr-07	Sold alcohol to a minor	State of Iowa	
813	1670 Hwy 34 E., Newman, GA 30265	Jun-07	Sold alcohol to a minor	Coweta County	Employee Termed
162	801 SW M-291 Highway, Lee's Summit, MO 64086	Jun-07	Sold alcohol to a minor	City of Lee's Summit	Employee ticket and has court date
205	11101 E 40 Hwy., Independence, MO 64055	May-07	Sold alcohol to a minor	City of Independence	
78	9037 S Yale, Tulsa, OK 74137	Sep-07	Sold alcohol to a minor	City of Tulsa	
786	4080 Buford Dr., Buford, GA 30518	Jan-08	Sold alcohol to a minor	City of Buford	QT not fined, Employee termed
879	6249 Lake Worth Blvd., Lake Worth, TX 76135	Feb-08	Sold alcohol to a minor	City of Lake Worth	
852	2805 NE Green Oaks Blvd., Grand Prairie, TX 75050	Feb-08	Sold alcohol to a minor	City of Grand Prairie	
134	325 W Cardinal Dr., Springfield, MO 65810	Mar-08	Sold alcohol to a minor	Greene County Sheriff Department	Written Warning to Store
873	101 Everman Pkwy., Ft. Worth, TX 76140	Mar-08	Sold alcohol to a minor	City of Ft. Worth	QT not fined, Employee termed
213	1407 S Highway 169, Smithville, MO 64089	May-08	Sold alcohol to a minor	Clay County	QT fined
795	4900 Stone Mountain Hwy, Liburn, GA 30247	May-08	Sold alcohol to a minor	Gwinnett County	Employee ticket
213	1407 S Highway 169, Smithville, MO 64089	Jun-08	Sold alcohol to a minor	Clay County	QT fined, Employee termed
213	1407 S Highway 169, Smithville, MO 64089	Aug-08	Sold alcohol to a minor	Clay County	QT fined, Employee termed
151	655 S M-291 Hwy, Liberty, MO 64068	Jun-08	Sold alcohol to a minor	City of Liberty	Fined \$400 and a 4 day suspension
175	16801 E. US Hwy., Independence, MO 64056	Aug-08	Sold alcohol to a minor	City of Independence	Employee Ticketed
429	1545 N. Scottsdale Rd., Tempe, AZ 85281	Oct-08	Sold alcohol to a minor	State of Arizona	
155	1225 S. Noland Rd., Independence, MO 6402	Oct-08	Sold alcohol to a minor	City of Independence	
514	802 E 1st Ave. Ankeny, IA 50021	Oct-08	Sold alcohol to a minor	State of Iowa	
587	4424 N 72 St., Omaha, NE 68134	Nov-08	Sold alcohol to a minor	State of Nebraska	
213	1407 S Highway 169, Smithville, MO 64089	Dec-08	Sold alcohol to a minor	Clay County	
618	1069 Jeffco Blvd, Arnold, MO 63010	May-09	Sold alcohol to a minor	City of Arnold	Fined \$200.00
686	755 S Belt Ave., Bellevue, IL 62220	Jul-09	Sold alcohol to a minor	City of Bellevue	Fined \$200.00
102	6008 S 49th W Ave., Tulsa, OK 74107	Sep-09	Sold alcohol to a minor	City of Tulsa	Employee Ticketed - Fined paid of \$533.00
855R	1005 W. Pioneer Pkwy., Dallas, TX 75051	May-10	Sold alcohol to a minor	City of Dallas	QT not fined, Employee termed
732	2671 Spring Rd., Smyrna, GA 30080	Aug-10	Sold alcohol to a minor	City of Smyrna	Employee cited and QT termed employee, QT has not been cited.
779	1470 Towne Lake Pkwy., Woodstock, GA 30189-707	Sep-10	Sold alcohol to a minor	City of Woodstock	Employee cited and QT termed employee, QT has not been cited.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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 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.

Liquor License #

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

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: Sullivan Stuart Coleman Date of Birth: _____
Last First Middle (NOT a Public Record)

3. Social Security Num. _____ Drivers License #. _____ State: OK
(NOT a public record) (NOT a public record)

4. Place of Birth: Tulsa OK USA Height: 5'9" Weight: 145 Eyes: Brn Hair: Brn
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 918-481-7404

6. Name of Current or Most Recent Spouse: Sullivan Sally M Groteg Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 918-615-7700

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: QuikTrip #1424 Premises Phone: PENDING

11. Physical Location of Licensed Premises Address: NWC AVONDALE BLVD. + COLDWATER SPRINGS BLD. AVONDALE MARICOPA
Street Address (Do not use PO Box #) City County Zip 85322

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)
10/1997	CURRENT	General Counsel/Secretary	QuikTrip Corporation 4705 S 129th E Ave., Tulsa, OK 74134

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
1/2006	CURRENT	Own				
8/1999	1/2006	Own	7301 E 92nd St	Tulsa	OK	74105

10-12-14 10:43

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 detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, 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

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

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? 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, Stuart Coleman Sullivan, 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 *Stuart C. Sullivan*
(Signature of Applicant)

State of Oklahoma County of Tulsa

The foregoing instrument was acknowledged before me this
25 day of August, 2010
Month Year

Nicki Young
(Signature of NOTARY PUBLIC)



7/9/14
Day Month Year

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 _____ County of _____

The foregoing instrument was acknowledged before me this

X _____ day of _____
Signature of Controlling Person or Agent (circle one) Month Year

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

STATEMENT FOR PERSONAL QUESTIONNAIRE

I am submitting the following Statement which is to be attached to my personal questionnaire. This statement sets forth the information that I can recall for the questions on which I provided an affirmative response and is to the best of my knowledge.

Question 17: I am a director and an officer of QuikTrip Corporation, which operates a number of locations in several states. QuikTrip Corporation has been cited for liquor violations and a summary of the Corporation's licensing history is attached.

Question 19: I am a director and an officer of QuikTrip Corporation. QuikTrip Corporation operates a number of locations in several states and holds numerous liquor licenses issued by State and municipal licensing authorities.

Date: 8/25/10

Stuart C. Sullivan
Stuart C. Sullivan

The foregoing was acknowledged before me the undersigned Notary Public.

Vicki Young
Notary Public

My commission expires: 7/9/14



10 NOV 2009 11:13 AM 901

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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 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.

Liquor License #

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

(If the location is currently licensed)

1. Check appropriate box -> [X] Controlling Person (Complete Questions 1-19) [] Agent [] Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Cadieux III, Chester, Edouard. Date of Birth: (NOT a Public Record)

3. Social Security Number: (NOT a public record) Drivers License #: (NOT a public record) State: OK

4. Place of Birth: Tulsa, OK, USA. Height: 5'7", Weight: 165, Eyes: Brn, Hair: Brn

5. Marital Status: [] Single [X] Married [] Divorced [] Widowed. Daytime Contact Phone: 918-615-7700

6. Name of Current or Most Recent Spouse: Cadieux, Casie, Lee Higeons. Date of Birth: (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 918-615-7700

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: QuikTrip #1424. Premises Phone: PENDING

11. Physical Location of Licensed Premises Address: NWC AVONDALE BLVD. + COLDWATER SPRINGS BLVD. AVONDALE MARICOPA. Street Address, City, County, Zip 85323

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.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Rows include QuikTrip Corporation and Various.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Rows include addresses in Tulsa, OK.

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?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you 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, 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
- 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
- 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? 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, Chester Edouard Cadieux III, 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 *Chester Edouard Cadieux III*
(Signature of Applicant)

State of Oklahoma County of Tulsa

The foregoing instrument was acknowledged before me this
30 day of August, 2010
Month Year



7/9/14
Day Month Year

Vicki Young
(Signature of NOTARY PUBLIC)

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 _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

Statement for Personal Questionnaire of Chester Cadieux III

I am submitting the following Statement, which is to be attached to my personal questionnaire. This statement sets forth the information that I can recall for the questions on which I provide an affirmative response and is to the best of my knowledge.

Question 6: My previous spouse was Linda (nmn) SanMiguel Cadieux, DOB

Question 17: I am a director of QuikTrip Corporation, which operates a number of locations in several states. QuikTrip Corporation has been cited for liquor violations and a summary of the Corporation's licensing history is attached. I am an advisory member of Sheetz, Inc. which is the parent company of several subsidiary corporations including the following named companies: Evanwood, Inc., Harrison Place, Inc., Middle Chester, Inc., Opal Park, Inc., Moose Acres, Inc., Bridgeville, Inc., Sheetz Inwood, Inc., Kings Convenience, Inc., Sheetz Moorefield, Inc., Race Park, Inc., Shepard Heights, Inc., Buckhanna, Inc., Weston Place, Inc., Martin Hills, Inc., Haywood Park, Inc., and Sheetz, Inc. These companies have been cited for liquor violations and a summary is attached. In addition, Sheetz, Inc. was denied a license for one location because no licenses were available.

Question 19: I am a director of QuikTrip Corporation. QuikTrip Corporation operates a number of locations in several states and holds numerous liquor licenses issued by State and municipal licensing authorities. I am also an advisor to Sheetz, Inc., which holds numerous liquor licenses in several states through the subsidiary corporations listed in my response to Question 17.

8/30/10


Chester E. Cadieux

The foregoing was acknowledged before me, the undersigned Notary Public.


Notary Public

My commission expires: 7/9/14



Company Name	Date	Violation	Disposition
Evanwood, Inc.	2/19/97	Sale to Underage	Paid fine
Harrison Place, Inc.	9/4/98	Sale to Underage	Paid fine, 7 day suspension
Harrison Place, Inc.	2/17/98	Sale to Underage	Paid fine
Middle Chester, Inc.	3/20/98	Sale to Underage	Paid fine
Opal Park, Inc.	11/6/98	Sale to Underage	Paid fine
Moose Acres, Inc.	1/17/98	Sale to Underage	Paid fine
Bridgeville, Inc.	1/10/91	Sale to Underage	Paid fine
Bridgeville, Inc.	2/8/93	Sale to Underage	Paid fine
Sheetz Inwood, Inc.	11/25/91	Sale to Underage	Paid fine
Kings Convenience, Inc.	11/25/91	Sale to Underage	Paid fine
Sheetz Moorefield, Inc.	2/7/95	Sale to Underage	Paid fine

Company Name	Date	Violation	Disposition
Race Park, Inc.	11/25/91	Sale to Underage	Paid fine
Shepherd Heights, Inc.	11/22/91	Sale to Underage	Paid fine
Shepherd Heights, Inc.	8/9/96	Sale to Underage	Paid fine
Buckhanna Inc.	3/27/99	Sale to Underage	Paid fine
Weston Place, Inc.	10/17/98	Sale to Underage	Paid fine
Weston Place, Inc.	11/1/98	Sale to Underage	Paid fine
Haywood Park, Inc.	4/14/99	Sale to Underage	Paid fine

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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.

Liquor License #

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

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: Williams Misty Jo Date of Birth: _____
Last First Middle (NOT a Public Record)

3. Social Security Number: _____ Drivers License _____ State: Arizona
(NOT a public record) (NOT a public record)

4. Place of Birth: Philadelphia PA USA Height: 5' 2" Weight: 125 Eyes: Hzl Hair: Brn
City State Country (not county)

5. Marital Status: Single Married Divorced Widowed Daytime Contact Phone: 602 525-1264

6. Name of Current or Most Recent Spouse: N/A Date of Birth: ____/____/____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 04/2003

8. Telephone number to contact you during business hours for any questions regarding this document. 602 525-1264

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: QuikTrip # 1424 Premises Phone: Pending

11. Physical Location of Licensed Premises Address: NUC AVONDALE BLVD. + COLDWATER SPRINGS BLVD. AVONDALE
Street Address (Do not use PO Box #) City County MARICOPA Zip 85323

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)
04-2003	CURRENT	Training Manager	QuikTrip Corporation - 1116 E. Broadway Rd., Tempe, AZ 85282

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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
08-2005	CURRENT	Own				

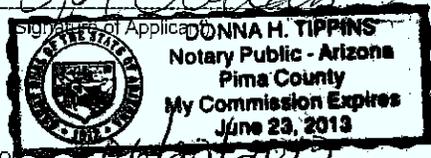
If you checked the Manager box on the front of this form skip to # 15

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you 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, 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
- 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
- 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? 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, Misty Jo Williams, 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 *Misty Jo Williams*
Signature of Applicant


My commission expires on: 06/23/2013
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
18 day of NOVEMBER, 2010
Month Year

Donna H. Tippins
(Signature of NOTARY PUBLIC)

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.

X *Troy Charles DeVos*
Signature of Controlling Person or Agent (circle one)

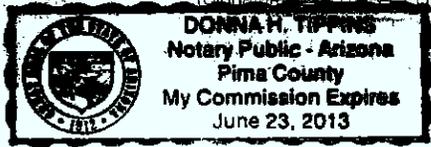
Troy Charles DeVos
Print Name

My commission expires on: 06/23/2013
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
18 day of NOVEMBER, 2010
Month Year

Donna H. Tippins
(Signature of NOTARY PUBLIC)

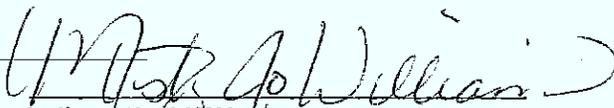


Statement For Personal Questionnaire

I am submitting the following statement, which is to be attached to my personal questionnaire. This statement sets forth the information that I can recall for the questions on which I provided an affirmative response and is to the best of my knowledge.

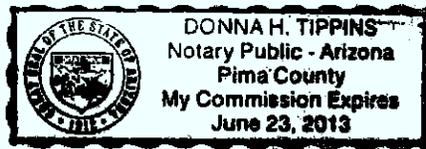
Question 17, 19 : I am a manager for QuikTrip Corporation, which operates a number of locations in several states. QuikTrip Corporation has been cited for liquor violations and a summary of the Corporation's licensing history is attached.

Dated 11/18/10


Misty J. Williams

The foregoing was acknowledged before me the undersigned Notary Public.


Donna H. Tippins



My Commission Expires: 06/23/2013

LEAVE BLANK

PRINT OR TYPE OR PRINTABLE INFORMATION IN BLACK

FBI

LEAVE BLANK

LAST NAME WILLIAMS FIRST NAME MISTY MIDDLE NAME JO

SIGNATURE OF PERSON FINGERPRINTED

Misty Williams

ALIASES AAA

10
R
1

AZDPS2000

DPS-AFIS OPERATIONS
PHOENIX, AZ

DATE OF BIRTH DOB

RESIDENCE OF PERSON FINGERPRINTED

6707 E Monte Vista Rd
Scottsdale, AZ 85257

CITIZENSHIP USA

SEX F RACE W HT 5'2" WT 125 EYES HAE HAIR BRN PLACE OF BIRTH PA

DATE OF SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

8/27/19 Karen Hulme #102

YOUR NO. UICA

XX007245D

LEAVE BLANK

EMPLOYER AND ADDRESS

REQUESTED BY:
DEPARTMENT OF LIQUOR LICENSES AND CONTROL
800 WEST WASHINGTON, 5TH FLOOR
PHOENIX, ARIZONA 85007

FBI NO. PA

ARMED FORCES NO. MNU

CLASS

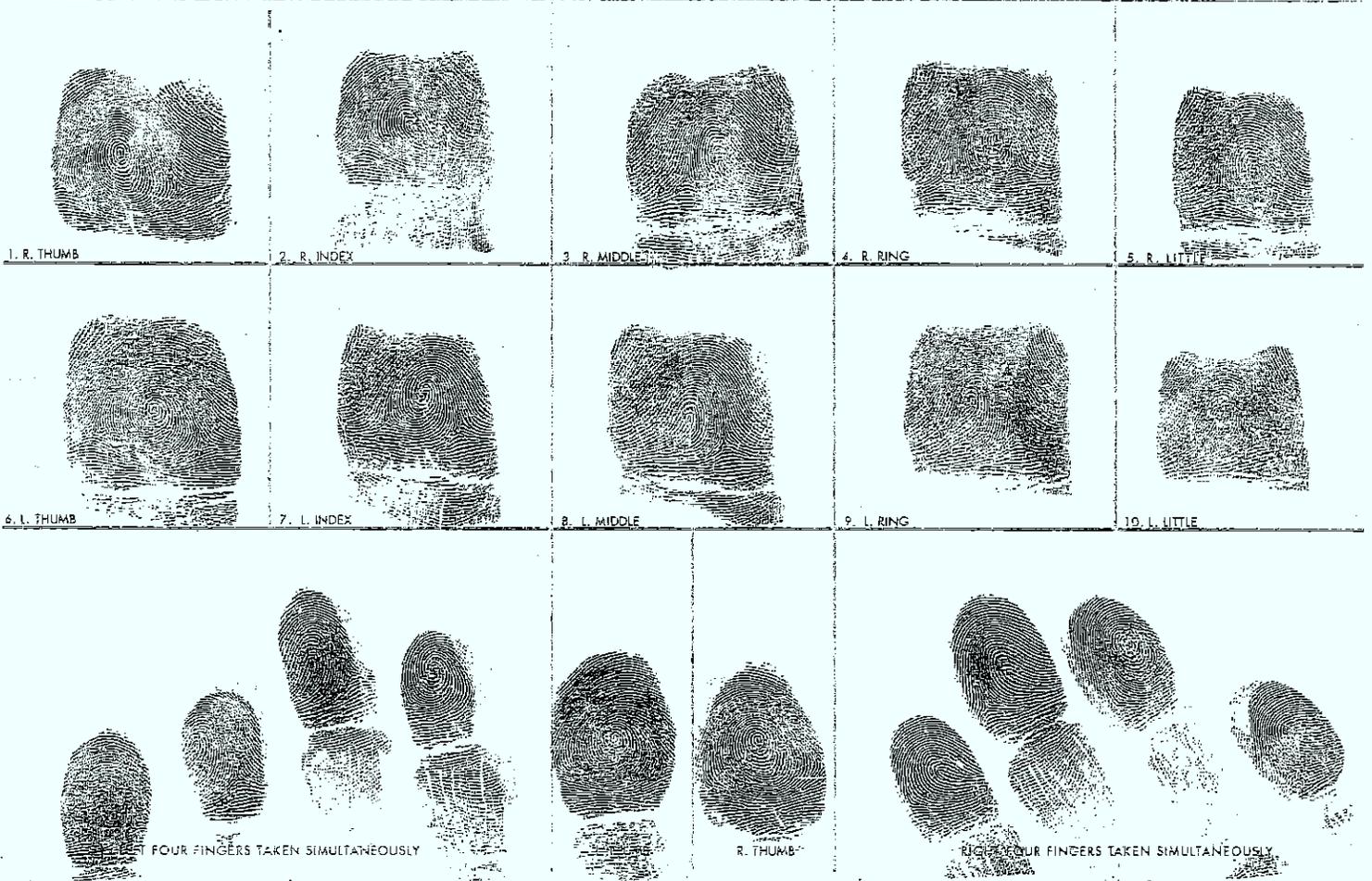
REASON FINGERPRINTED

A.R.S. 4-202.B
LIQUOR LICENSE APPLICANT
MUST BE TAKEN BY POLICE AGENCY
DO NOT FOLD CARD

SOCIAL SECURITY NO. FOG

REF.

MISCELLANEOUS NO. MNU



Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Mary Jo Williams
Full Name (please print)
Mary Jo Williams
Signature

9/30/08
Training Completion Date

9/30/13
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

- | | | | | | |
|---|-----------------------------|------------|---|-----------------------------|----------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | BASIC | <input type="checkbox"/> Yes | <input type="checkbox"/> No | ON SALE |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | MANAGEMENT | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | OFF SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BOTH | <input type="checkbox"/> Yes | <input type="checkbox"/> No | OTHER |

If Trainee Is Employed By A Licensee

QUICKTRIP
Name of Licensee Business Name Liquor License #

Alcohol Training Program Provider Information

QUICKTRIP
Company or Individual Name (please print)

1116 E BROADWAY RD
Address

TEMPE AZ 85282 (480) 446-6300
City State Zip Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

MATTHEW STROUPE
Name of Trainer (please print)

[Signature]
Trainer Signature

9/30/08
Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

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

Liquor License #

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

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: DeVos Troy Charles Date of Birth: _____ (NOT a Public Record)
Last First Middle

3. Social Security Num: _____ Drivers License #: _____ State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: Atlantis FL USA Height: 6'1" Weight: 220 Eyes: Blue Hair: Brown
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: (602) 821-6302

6. Name of Current or Most Recent Spouse: DeVos Melanie Sue Ross Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 12/13/1999

8. Telephone number to contact you during business hours for any questions regarding this document (602) 821-6302

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: QuikTrip # 1424 Premises Phone: PENDING

11. Physical Location of Licensed Premises Address: NWC AVONDALE BLVD + COLDWATER SPRINGS BLVD. AVONDALE
Street Address (Do not use PO Box #) City County Markopa Zip 85322

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)
11/1993	CURRENT	Director of Real Estate	QuikTrip Corporation - 1116 E. Broadway Rd., Tempe, AZ 85282

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

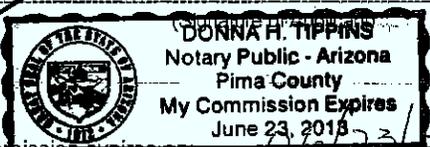
FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
7/2007	CURRENT	Own				
7/2005	7/2007	Own	6433 S. Clark Drive	Tempe	AZ	85283
12/1999	7/2005	Own	4119 N. Eagle Tr.	Anthem	AZ	85086

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?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you 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, 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
- 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
- 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? 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, Troy Charles DeVos, 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 *Troy Charles DeVos*

 My commission expires on: 06/23/2013
 Day Month Year

State of ARIZONA County of MARICOPA
 The foregoing instrument was acknowledged before me this
18 day of NOVEMBER, 2010
 Month Year
Dorinda H. Tippins
 (Signature of NOTARY PUBLIC)

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 _____ County of _____
 The foregoing instrument was acknowledged before me this
 _____ day of _____, _____
 Month Year
 X _____
 Signature of Controlling Person or Agent (circle one)

 Print Name
 My commission expires on: _____
 Day Month Year

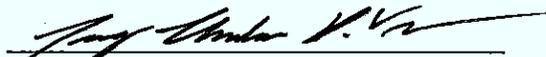
 (Signature of NOTARY PUBLIC)

Statement For Personal Questionnaire

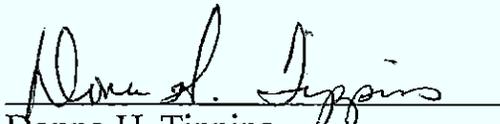
I am submitting the following statement, which is to be attached to my personal questionnaire. This statement sets forth the information that I can recall for the questions on which I provided an affirmative response and is to the best of my knowledge.

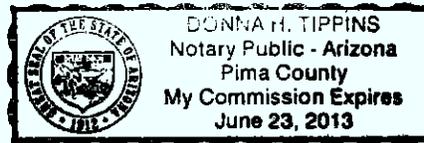
Question 17, 19: I am a Director for QuikTrip Corporation, which operates a number of locations in several states. QuikTrip Corporation has been cited for liquor violations and a summary of the Corporation's licensing history is attached.

Dated 11/18/10


Troy Charles DeVos

The foregoing was acknowledged before me the undersigned Notary Public.


Donna H. Tippins



My Commission Expires: 06/23/2013

LEAVE BLANK

PLEASE PRINT ALL INFORMATION IN BLACK
LAST NAME FIRST NAME MIDDLE NAME

FBI

LEAVE BLANK

APPLICANT

DEVOS TRUY CHARLES

SIGNATURE OF PERSON FINGERPRINTED

[Handwritten Signature]

ALIAS AKA

27DPS2000
DPS-ATIS OPERATIONS
PHOENIX, AZ

RESIDENCE OF PERSON FINGERPRINTED

2885 N. QUIET VALLEY DR

DATE OF BIRTH DOB
Month Day Year

JUN 30 1974 AZ 85249

CITIZENSHIP CTZ

USA

SEX M HT 6'2" WT 215 HAIR BLUE EYES BROWN

ATLANTA, GA

DATE

8/22/09
Phoenix Police Department

GROUP NO. OCA

XX007245D

LEAVE BLANK

EMPLOYER AND ADDRESS

REQUESTED BY:
DEPARTMENT OF LIQUOR LICENSES AND CONTROL
800 WEST WASHINGTON, 5TH FLOOR
PHOENIX, ARIZONA 85007

FBI ID. [B]

ARMED FORCES NO. MNU

CLASS

REF

REASON FINGERPRINTED

A.R.S. 4-202.B
LIQUOR LICENSE APPLICANT
MUST BE TAKEN BY POLICE AGENCY
DO NOT FOLD CARD



1. R. THUMB



2. R. INDEX



3. R. MIDDLE



4. R. RING



5. R. LITTLE



6. L. THUMB



7. L. INDEX



8. L. MIDDLE



9. L. RING



10. L. LITTLE



LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY



RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY

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

TROY DEJOS
Individual Name (Print)

Troy Dejos
Individual Signature

8/27/09
Date Training Completed

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

	<input type="checkbox"/> YES <input type="checkbox"/> NO	BASIC	<input type="checkbox"/> YES <input type="checkbox"/> NO	ON SALE
LANGUAGE OF INSTRUCTION :	<input type="checkbox"/> YES <input type="checkbox"/> NO	MANAGEMENT	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OFF SALE
<input checked="" type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	BOTH	<input type="checkbox"/> YES <input type="checkbox"/> NO	OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	QUIKTRIP	BUSINESS NAME	LIQUOR LICENSE NUMBER
----------------------	----------	---------------	-----------------------

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

QUIKTRIP
Company or Individual Name

1116 E BROADWAY RD
Address

TEMPE	AZ	85282	480.446.6306
City	State	Zip	Phone

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

MATTHEW STROUPE
Trainer Name (Print)

Matthew Stroupe
Trainer Signature

8/27/09
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.



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: _____

Ownership Name: QuikTrip Corporation (as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Troy Charles DeVos DATE 11/18/10

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [] RENEWAL

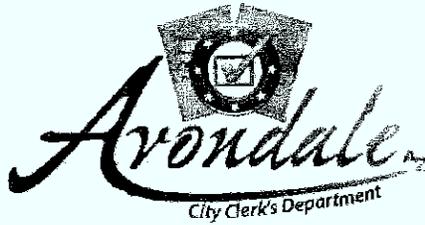
TYPE OF LICENSE Series 10

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Passport

- A. Are you a citizen or national of the United States? (check one) [X] Yes [] No
B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City Atlantis State (or equivalent) FL Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIK TRIP #1424

ADDRESS: NWC AVONDALE BLVD & COLDWATER
CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



SIGNATURE

1-26-11

DATE

Chief Building Official

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 7, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JAN 27, 2011

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

THIS IS NOT AN AGENT CHANGE/ACQUISITION CONTROL BUT IS CONSIDERED TO BE A "NEW" LICENSE.

APPLICANT'S NAME: AMY S. NATIONS

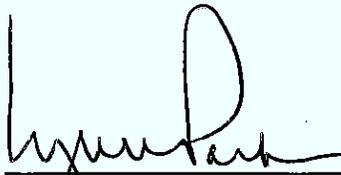
BUSINESS NAME: CARRABBA'S ITALIAN GRILL 5305

ADDRESS: 9920 W. MCDOWELL

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



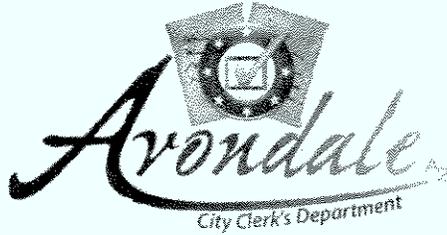
SIGNATURE
Assistant Police Chief

TITLE

012611

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 7, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 19, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: TROY CHARLES DEVOS

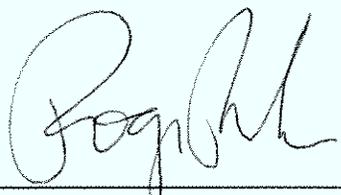
BUSINESS NAME: QUIK TRIP #1424

ADDRESS: NWC AVONDALE BLVD & COLDWATER

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



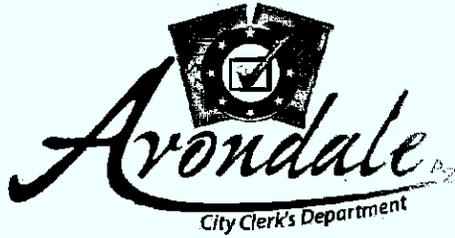
SIGNATURE
FIRE MARSHAL

TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 7, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JAN 27, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIK TRIP #1424

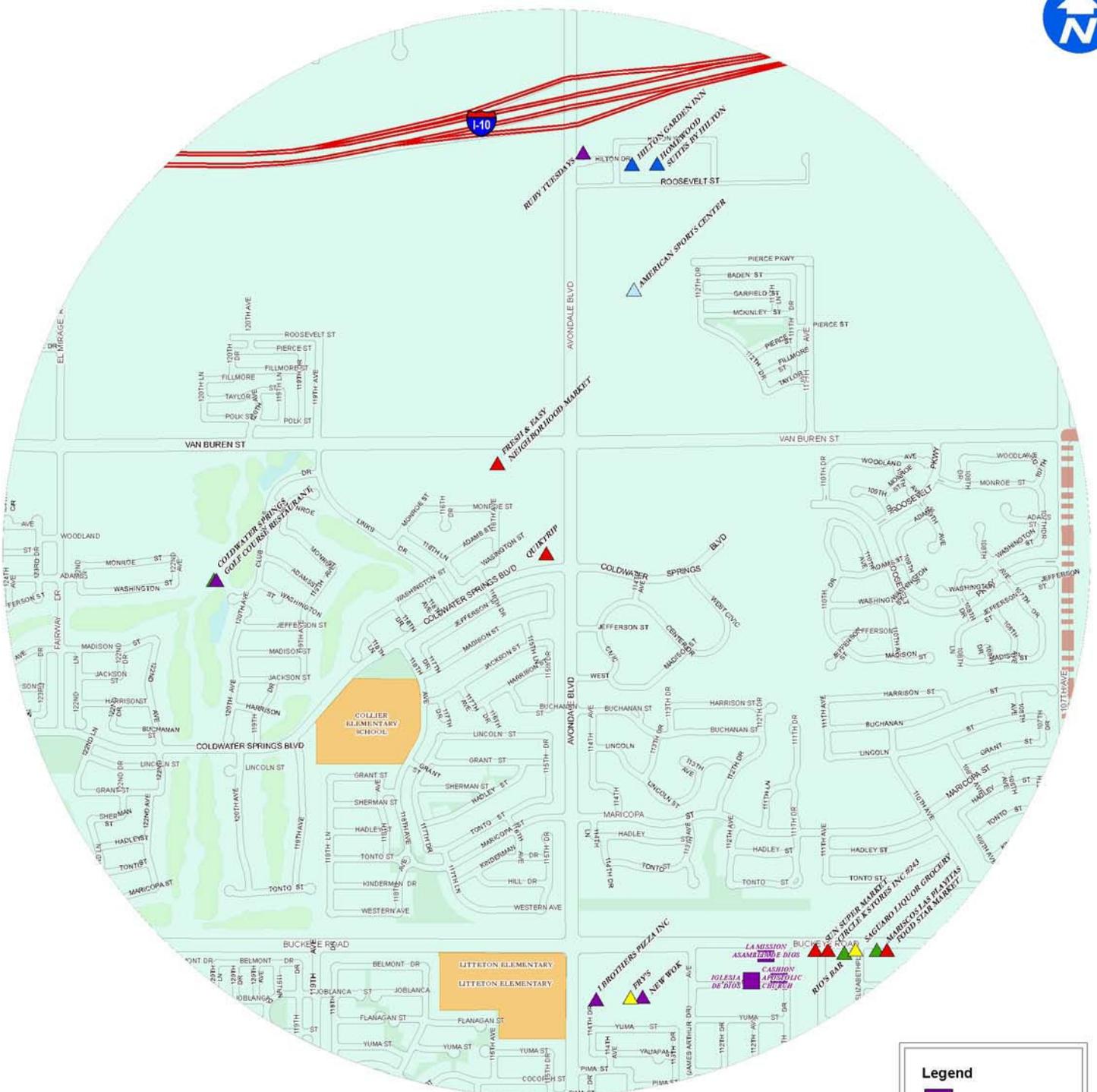
ADDRESS: NWC AVONDALE BLVD & COLDWATER
CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Jessica Haer 1/25/11
SIGNATURE DATE
Prudence Kay Auditor
TITLE

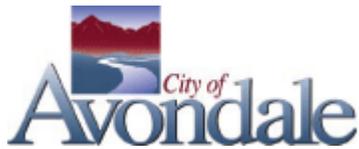
THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 7, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JAN 27, 2011



QuikTrip
150 N Avondale Blvd
1 Mile Buffer

- Legend**
-  PLACE OF WORSHIP
 - LIQUOR SERIES**
 -  SERIES 5
 -  SERIES 6
 -  SERIES 7
 -  SERIES 9
 -  SERIES 10
 -  SERIES 12
 -  SERIES 14
 -  SERIES 15
 -  SERIES 16
 -  SCHOOLS

0 500 1,000 2,000 3,000 Feet
 Avondale GIS Division of Public Works



CITY COUNCIL REPORT

SUBJECT:

Change Order No. 2 to the Avondale Boulevard & Encanto Boulevard Improvements Project

MEETING DATE:

February 7, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve Change Order No. 2 to the Avondale Boulevard and Encanto Boulevard Intersection Improvement Construction Contract with Visus, Inc. in the amount of \$24,796.36, authorize the transfer of \$24,797 from CIP Street Fund Line Item 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysart to CIP Street Fund Line Item 304-1179-00-8420, Traffic Signal - Avondale/Encanto and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. This change order is needed to obtain final close-out for the Project.

BACKGROUND:

On December 19, 2009, Council approved a construction contract with Visus, Inc. in the amount of \$480,285.96 to provide construction services for the Avondale Boulevard and Encanto Boulevard Improvement Project. The Project Work started on February 19, 2010 and reached Final Completion by August 31, 2010.

On October 4, 2010, Council approved Change Order No. 1 in the amount of \$61,094.70 for additional work that was outside the original scope of work.

DISCUSSION:

Change Order No. 2 in the amount of \$24,796.36 is for the final overall quantity adjustments to the Unit Price Contract. Various work items either increased or decreased due to actual field measured quantities and other circumstances. The actual final quantity over-runs under-runs are detailed in the attached spreadsheet. The net amount of the adjustments resulted in an increase of \$24,796.36.

BUDGETARY IMPACT:

Funding for Change Order No. 2 in the amount of \$24,796.36 is available in CIP Street Fund Line Item 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysart and is proposed to be transferred to CIP Street Fund Line Item 304-1179-00-8420, Traffic Signal - Avondale/Encanto.

RECOMMENDATION:

Staff recommends that the City Council approve Change Order No. 2 to the Avondale Boulevard and Encanto Boulevard Intersection Improvement Construction Contract with Visus, Inc. in the amount of \$24,796.36, authorize the transfer of \$24,797 from CIP Street Fund Line Item 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysart to CIP Street Fund Line Item 304-1179-00-8420, Traffic Signal - Avondale/Encanto and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Change Order No. 2](#)

 [Project Overrun/Under Summary](#)

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE ENGINEERING DEPARTMENT

Project Name: Avondale Blvd & Encanto Blvd Improvements
City Project No.: 09-ST1179
Design Engineer: Dibble Engineering

CHANGE ORDER NO.: 2 **Date:** December 30, 2010
Change Order Request No.: 2 **Date:** December 1, 2010

CONTRACTOR: Visus Engineering Construction, Inc.

Original Contract Start Date: February 19, 2010
Original Contract Completion Date: June 21, 2010
Revised Contract Completion Date: July 21, 2010

CHANGE ORDER DESCRIPTION: Final overall quantity adjustments to the Unit Price Contract.
Total final change order amount is \$24,796.36.

REASON FOR CHANGE ORDER: Obtain authorization to increase the final contract price and approve additional funding to finalize compensation due the contractor for quantity over-runs. This is to account for the various work items that increased or decreased due to actual field measured quantities and other circumstances. The final quantity over-runs and under-runs are detailed in the attached spreadsheet.

CONTRACT AMOUNT

Original Contract:	\$ 480,285.96
Previous C.O.'s:	\$ 61,094.70
This Change Order:	\$ 24,796.36
Total All C.O.'s:	\$ 85,891.06
Revised Contract:	\$ 566,177.02

CONTRACT TIME

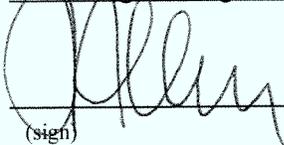
Original Contract:	<u>120</u> days
Previous C.O.'s:	<u>30</u> days
This Change Order:	<u>0</u> days
Total All C.O.'s:	<u>30</u> days
Revised Contract:	<u>150</u> days

IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.

CONTRACTOR:

Visus Engineering Construction, Inc.

By:

 1/6/11
(sign) (date)



Title

CITY OF AVONDALE:

By:

Charles P. McClendon, City Manager (date)

Attest:

Carmen Martinez, City Clerk (date)

TO: City of Avondale
 11465 W. Civic Center Dr.
 Avondale, AZ 85323

Project: Avondale & Encanto Blvd Intersection Improvements
 ST1179

FROM Visus Engineering Construction, Inc.
 1831 N. Rochester
 Mesa, AZ 85205

Description: Project Over Runs

A ITEM No.	B DESCRIPTION OF WORK	C UNIT	D QTY	E UNIT PRICE	F TOTAL UNIT PRICE	G WORK COMPLETED		I THIS PERIOD QUANTITY COMPLETED	J PREVIOUS QUANTITY COMPLETED	J TOTAL QUANTITY COMPLETED	K TOTAL COMPLETED TO DATE	L BALANCE TO FINISH
						FROM PREVIOUS APPLICATION	THIS PERIOD					
						OVER RUNS						
8.	dumped rip rap, D50=6' with filter fabric	cy	14	\$ 100.00	\$ 1,400.00		\$ 1,400.00	14			\$ 1,400.00	\$ -
9.	subgrade preparation	cy	558	\$ 2.00	\$ 1,116.00		\$ 1,116.00	558			\$ 1,116.00	\$ -
10.	aggregate base course	ton	91	\$ 9.00	\$ 819.00		\$ 819.00	91			\$ 819.00	\$ -
12.	asphaltic concrete surface course (cop 12.5mm)	ton	59	\$ 46.00	\$ 2,714.00		\$ 2,714.00	59			\$ 2,714.00	\$ -
13.	asphaltic concrete surface course (cop 19 mm)	ton	141	\$ 47.00	\$ 6,627.00		\$ 6,627.00	141			\$ 6,627.00	\$ -
17.	8' concrete sidewalk, MAG std 230	sf	470	\$ 2.50	\$ 1,175.00		\$ 1,175.00	470.00			\$ 1,175.00	\$ -
18.	sidewalk ramp, MAG 231 type A	ea	1	\$ 900.00	\$ 900.00		\$ 900.00	1.00			\$ 900.00	\$ -
22.	adjust water valve box & cover, MAG Det 391-1-A	ea	2	\$ 180.00	\$ 360.00		\$ 360.00	2			\$ 360.00	\$ -
23.	remove existing pipe <30"	lf	75	\$ 12.00	\$ 900.00		\$ 900.00	75.00			\$ 900.00	\$ -
24.	sawcut & remove existing asphaltic concrete	sy	632	\$ 6.00	\$ 3,792.00		\$ 3,792.00	632.00			\$ 3,792.00	\$ -
25.	remove concrete headwall	ea	1	\$ 500.00	\$ 500.00		\$ 500.00	1.00			\$ 500.00	\$ -
32.	remove & salvage traffic signs	ea	2	\$ 100.00	\$ 200.00		\$ 200.00	2			\$ 200.00	\$ -
35.	remove tree	ea	15	\$ 375.00	\$ 5,625.00		\$ 5,625.00	15			\$ 5,625.00	\$ -
62.	2-4" sch 80 pvc electrical conduit 100mm w# 10 bond copper wire & nylon rope (directional boring)	ea	15	\$ 30.00	\$ 450.00		\$ 450.00	15			\$ 450.00	\$ -
87.	30" rgcrp class iv (SRP irrigation pipe)	lf	8	\$ 40.00	\$ 320.00		\$ 320.00	8.00			\$ 320.00	\$ -
	Tax				\$ 1,341.61		\$ 1,341.61				\$ 1,341.61	
	Subtotal				\$ 28,239.61	\$ -	\$ 28,239.61				\$ 28,239.61	\$ -

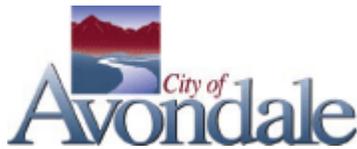
TO: City of Avondale
 11465 W. Civic Center Dr.
 Avondale, AZ 85323

Project: Avondale & Encanto Blvd Intersection Improvements
 ST1179

FROM Visus Engineering Construction, Inc.
 1831 N. Rochester
 Mesa, AZ 85205

Description: Project Under Runs

A ITEM No.	B DESCRIPTION OF WORK	C UNIT	D QTY	E UNIT PRICE	F TOTAL UNIT PRICE	G		I THIS PERIOD QUANTITY COMPLETED	J PREVIOUS QUANTITY COMPLETED	J TOTAL QUANTITY COMPLETED	K TOTAL COMPLETED TO DATE	L BALANCE TO FINISH
						H WORK COMPLETED						
						G FROM PREVIOUS APPLICATION	H THIS PERIOD					
	UNDER RUNS											
1.	community relations support (allowance)	ls	0.17	\$ (4,000.00)	\$ (699.75)		\$ (699.75)	0.17		0.17	\$ (699.75)	\$ -
11.	asphalt milling (1.5")	sy	427	\$ (1.50)	\$ (640.50)		\$ (640.50)	427		427.00	\$ (640.50)	\$ -
15.	bituminous tack coat ss-1h	ton	2.84	\$ (300.00)	\$ (852.00)		\$ (852.00)	2.84		2.84	\$ (852.00)	\$ -
21.	adjust manhole frame & cover , MAG Std 230	ea	1	\$ (230.00)	\$ (230.00)		\$ (230.00)	1		1.00	\$ (230.00)	\$ -
47.	preformed white thermoplastic right turn arrow	ea	5	\$ (110.00)	\$ (550.00)		\$ (550.00)	5		5.00	\$ (550.00)	
48.	preformed white thermoplastic thru/right turn arrow	ea	1	\$ (200.00)	\$ (200.00)		\$ (200.00)	1		1.00	\$ (200.00)	
49.	reflectORIZED raised pavement marker (type D yellow 2-way)	ea	2	\$ (6.00)	\$ (12.00)		\$ (12.00)	2		2.00	\$ (12.00)	
50.	reflectORIZED raised pavement marker (type G clear 1-way)	ea	40	\$ (6.00)	\$ (240.00)		\$ (240.00)	40		40.00	\$ (240.00)	
52.	perforated sign post	lf	2	\$ (6.00)	\$ (12.00)		\$ (12.00)	2		2.00	\$ (12.00)	
61.	2-4" sch 80 pvc electrical conduit 100mm w# 10 bond copper wire & mylon rope (trench)	lf	1	\$ (7.00)	\$ (7.00)		\$ (7.00)	1		1.00	\$ (7.00)	\$ -
	Subtotal				\$ (3,443.25)	\$ -	\$ (3,443.25)				\$ (3,443.25)	\$ -



CITY COUNCIL REPORT

SUBJECT:

Resolution 2953-211 - Authorizing the Acceptance of UASI Grant from the Arizona Department of Homeland Security

MEETING DATE:

February 7, 2011

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 adopt a resolution authorizing the acceptance of an Urban Area Security Initiative (UASI) Grant from the Arizona Department of Homeland Security in the amount of \$9,575 to purchase equipment, supplies and planning services associated with the Sheltering/Volunteers Reception Project.

BACKGROUND:

The CERT program has received funding from Homeland Security for the last three years. Funding has supported the training of more than 200 Avondale volunteers, purchased new computer equipment for the volunteer reception center, and a cargo trailer to transport equipment in the event of a natural catastrophe or terrorist act.

DISCUSSION:

Arizona Homeland Security - Urban Area Security Initiative recently awarded Avondale Fire and Rescue Department \$9,575 to support Homeland Security Community Preparedness and Participation effort. Funding will be used to purchase:

- Moulage Kit to be used in training and exercises
- GPS NUVI units to be placed in the CERT vehicles
- Portable GPS units
- Two year 8800 portable radios
- Storage containers
- Planning expenses for two people during the 2011 National CERT Conference.

These communication equipment items will help to increase the CERT communication capability. This will provide multi-agency functionality.

BUDGETARY IMPACT:

This grant is not supplanting because Avondale's Fire Department did not have any of the items budgeted for 2010-2011. Ongoing maintenance will be absorbed by the Fire Department Budget line item 101-6305-00-6108

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing the acceptance of an Urban Area Security Initiative (UASI) Grant from the Arizona Department of Homeland Security in the amount of \$9,575 to purchase equipment, supplies and planning services associated with the Sheltering/Volunteers Reception Project.

ATTACHMENTS:

Click to download

 [Resolution 2953-211](#)

RESOLUTION NO. 2953-211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN URBAN AREA SECURITY INITIATIVE GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY.

WHEREAS, the Arizona Department of Homeland Security (“AZDOHS”), has awarded the City of Avondale an Urban Area Security Initiative grant for the Sheltering/Volunteer Reception Center Project (the “Grant”); and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to accept the Grant.

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

SECTION 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in the amount of \$9,575.00 and (ii) the execution of a subgrantee agreement between the AZDOHS and the City of Avondale relating to acceptance and administration of the Grant funds (the “Agreement”) in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, February 7, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2953-211

(Agreement)

See following pages.

SUBGRANTEE AGREEMENT

10-AZDOHS-HSGP-777801-01

Enter Grant Agreement Number above (e.g., 777xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

City of Avondale

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the
City of Avondale

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
“Sheltering/Volunteer Reception Center Project”

Enter Title of Application

and funded at \$ 9,575 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$ 9,575 to the subrecipient for services provided under Paragraph III. Enter Funded Amount above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with substantially with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.”

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) **Financial Reimbursements**

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXVIII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement

on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Grant Administrator, Janeen K. Gaskins

Enter Title, First & Last Name above

City of Avondale

Enter Agency Name above

11465 West Civic Center Drive. Ste. 200

Enter Street Address

Avondale, Arizona 85323-6806

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Avondale

Enter Agency Name above

Authorized Signature above

Charles P. McClendon, City Manager

Print Name & Title above

01/18/2011

Enter Date above

FOR AND BEHALF OF THE

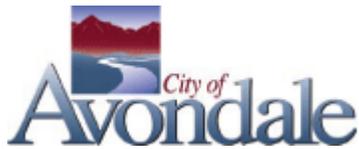
Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)



CITY COUNCIL REPORT

SUBJECT:

Resolution 2951-211 - Intergovernmental Agreement with the City of Tolleson for FY2010/2011 Transit Services

MEETING DATE:

February 7, 2011

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 authorizing an Intergovernmental Agreement with the City of Tolleson for FY2010/2011 Transit Services.

BACKGROUND:

The City of Avondale entered into an Intergovernmental Agreement in FY 03/04 (No. 104703), on behalf of the Avondale Urbanized Area (AUA) cities (Avondale, Goodyear, Tolleson and Litchfield Park), for transit services. This agreement has been renewed and amended annually since 2003. The City of Phoenix will provide the following services, on behalf of the Avondale Urbanized Area, in FY 10/11:

- Route 3 - Van Buren Street
- Route 17 - McDowell Road
- ADA Dial-a-Ride service adjacent to the fixed routes

The City of Avondale is a recipient of Federal Transit Administration (FTA) grant funds on behalf of the Avondale Urbanized Area cities. The AUA is receiving an estimated \$1,225,987 in FTA Operating Assistance in FY10/11. These funds require a 100% local match. The local match for routes 3 and 17 is paid for by City of Phoenix's share. Since Phoenix is not a recipient of FTA Operating Assistance, their proportionate share counts as the AUA's local match. The START route is also eligible for Job Access and Reverse Commute (JARC) grant funds. These funds are available annually through State of Arizona and distributed by ADOT. Should the AUA receive JARC funds, these funds will replace FTA Operating Assistance funds, which will then be rolled into a future year's use.

The attached contract estimate identifies the cost of service and funding for each of the routes for FY10-11.

DISCUSSION:

The City of Tolleson's proportionate share of FY2010/2011 Transit Services is \$42,225.

BUDGETARY IMPACT:

The estimated FY2010/2011 Transit costs have been adequately budgeted in the City Budget. If necessary, a year-end adjustment will be made according to actual expenses incurred. If it is determined that the City of Tolleson has paid more than its share of the cost of service, the City will receive a refund; if the City has underpaid it will be billed for the actual cost of the service.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Tolleson for FY2010/2011 Transit Services.

ATTACHMENTS:

Click to download

 [Contract Estimate](#)

 [Resolution 2951-211](#)

(DRAFT) CITY OF AVONDALE
PURCHASE OF TRANSIT SERVICES
CONTRACT ESTIMATE
FISCAL YEAR 2010-11
PROPOSED 3 & 3A CHANGES & ELIM 29A

Route	Service Provider	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:								
3 A	First	161.2	251	40,461.2	\$ 6.2683	\$ 253,623	\$ (11,127)	\$ 242,496
3 G	First	3.7	251	928.7	\$ 6.2683	\$ 5,821	\$ (255)	\$ 5,566
3 T	First	97.8	251	24,547.8	\$ 6.2683	\$ 153,873	\$ (2,700)	\$ 151,173
Saturday:								
3 A	First	161.2	51	8,221.2	\$ 6.2683	\$ 51,533	\$ (2,351)	\$ 49,182
3 G	First	3.7	51	188.7	\$ 6.2683	\$ 1,183	\$ (25)	\$ 1,158
3 T	First	89.7	51	4,574.7	\$ 6.2683	\$ 28,676	\$ (403)	\$ 28,273
Weekday:								
17 A	First	141.4	251	35,491.4	\$ 6.2683	\$ 222,471	\$ (27,719)	\$ 194,752
17 G	First	62.7	251	15,737.7	\$ 6.2683	\$ 98,649	\$ (12,291)	\$ 86,357
Saturday:								
17 A	First	132.0	51	6,732.0	\$ 6.2683	\$ 42,198	\$ (3,406)	\$ 38,792
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Weekday:								
131	First	271.8	251	68,221.8	\$ 6.1691	\$ 420,867	\$ (21,012)	\$ 399,855
131	First	73.9	251	18,548.9	\$ 6.1691	\$ 114,430	\$ (5,713)	\$ 108,717
Dial-a-Ride								
			302	4,484.0	\$ 51.9517	\$ 232,951	\$ (29,949)	\$ 203,003
Grant/Administrative Support Services								\$ 20,000
Cost to Carry Federal Share								\$ 49,018
Service Cost								\$ 1,526,515
Total Cost								\$ 1,595,533
FTA Operating Assistance								\$ 1,225,987
Avondale Share of Cost (Match)								\$ 369,546

Source of Funds:	
Local Funds Avondale	\$ 369,546
Total All Sources	\$ 369,546

Dial-A-Ride	203003		
Avondale	63.15%	\$	128,196
Goodyear	22.10%	\$	44,864
Tolleson	14.75%	\$	29,943
Balance		\$	166,543
JARC		\$	83,272
Avondale	63.15%	\$	52,586
Goodyear	22.10%	\$	18,403
Tolleson	14.75%	\$	12,283
Total		\$	211,468
Goodyear		\$	63,267
Tolleson		\$	42,225

RESOLUTION NO. 2951-211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Avondale (“Avondale”) and the City of Phoenix (“Phoenix”) entered into an Intergovernmental Agreement Change Order on June 7, 2010, in which Avondale agreed to pay Phoenix for transit services to be provided to the Avondale Urbanized Area for fiscal year 2010-2011 (the “Phoenix IGA”); and

WHEREAS, the Phoenix IGA designated Avondale as the lead agency for the Avondale Urbanized Area; and

WHEREAS, the City of Tolleson (“Tolleson”) is part of the Avondale Urbanized Area and benefits from the transit services provided by Phoenix; and

WHEREAS, Avondale and Tolleson desire to enter into an Intergovernmental Agreement to provide bus transit services to the residents of Avondale and Tolleson by providing for the operation of Route 3, Route 17, Route 131 (START) and Dial-A-Ride services.

WHEREAS, Tolleson will reimburse Avondale on an annual basis for Tolleson’s prorated cost of operation (\$42,225.00) for Route 3, Route 17, Route 131 (START) and Dial-A-Ride.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. That the Intergovernmental Agreement between Avondale and Tolleson with respect to the reimbursement of funds for transit services (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, February 7, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2951-211

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF TOLLESON
RELATING TO TRANSIT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of February 7, 2011, between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Tolleson, an Arizona municipal corporation ("Tolleson").

RECITALS

A. Avondale and the City of Phoenix ("Phoenix") entered into an Intergovernmental Agreement on June 7, 2010, for FY 2010-2011 for transit services (the "Phoenix IGA") with Avondale acting as the fiscal and responsible agent for the Avondale Urbanized Area.

B. Tolleson is part of the Avondale Urbanized Area and benefits from the transit services provided by the Phoenix IGA.

C. Avondale and Tolleson seek to serve their respective residents through public transportation by continuing the operation of Route 17 (McDowell Route), Route 3 and Dial-A-Ride services.

D. Tolleson agrees to reimburse Avondale on an annual basis for Tolleson's prorated cost of operation (\$42,225.00) for the transit services provided by the Phoenix IGA for Route 17 (McDowell Route), Route 3 (START) and ADA Dial-a-Ride services.

E. Avondale and Tolleson have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

F. Avondale is authorized to contract for public transportation services pursuant to Article 1, Section 3 of the Avondale City Charter.

G. Tolleson is authorized to contract for public transportation services pursuant to Article 2-1 of the Tolleson City Code.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, Avondale and Tolleson hereby agree as follows:

1. Service Area and Transit Services.

a. The corporate limits of Tolleson, which are lawfully in effect on July 1, 2010, shall designate and define the limits of the service area for the purpose of this Agreement.

b. The services provided are outlined in the Phoenix IGA in accordance with those specified in Valley Metro Bus Book.

2. Term. This Agreement shall commence on July 1, 2010 and shall terminate on June 30, 2011. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

3. Avondale Responsibilities. Avondale shall:

a. Prepare and amend service specifications as published in the Valley Metro Bus Book in consultation with Tolleson.

b. Serve as the fiscal representative with Phoenix for Route 3, Route 17, Dial-A-Ride, and perform the necessary service actions and financial processes as required by the Phoenix IGA.

c. Invoice Tolleson annually an amount of \$42,225.00, due on or before February 15, 2011, for services covered by this Agreement.

4. Tolleson Responsibilities. Tolleson shall:

a. Continue to provide traffic control and transit facilitation measures, such as turning movements, on city streets as mutually agreed upon with Phoenix and Avondale.

b. Purchase, install and maintain bus stop signs, as needed.

c. Retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years from the termination of this Agreement. Such records shall be the subject to audit and inspection at any time during the term of this Agreement or within five years after the termination thereof.

d. Reimburse Avondale annually on or before February 15, 2011, in the amount of \$42,225.00 for Tolleson's pro-rata portion of those net costs incurred by Avondale in the operation of Route 17, Route 3 and ADA Dial-a-Ride services.

5. Reconciliation. In the event that Tolleson's portion of the costs is more or less than \$42,225.00 at the end of the term, Avondale shall either recoup or reimburse the difference in cost, as applicable, to/from Tolleson.

6. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Indemnification. To the extent permitted by law, each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and elected or appointed officials (as “Indemnitee”) for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorneys’ fees (collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage relating to the Indemnitor’s performance of its duties under this Agreement, but only to the extent that such Claims are caused by the negligence, misconduct, intentional act or other fault of the Indemnitor, its officers, employees, contractors, elected or appointed officials.

8. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale and Tolleson.

9. Relationship of the Parties. Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

10. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Attorneys’ Fees. In the event legal action is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys’ fees, court cost of investigation and other related expenses incurred in connection therewith.

12. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

13. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

14. Waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

15. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

16. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall no be deemed relevant to construing this Agreement.

17. 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 of Avondale: City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323
Fax: 623-333-0100
Attn: Charles P. McClendon, City Manager

If to the City of Tolleson: City of Tolleson
9555 West Van Buren Street
Tolleson, Arizona 85353
Fax: 623-907-2629
Attn: Reyes Medrano, Jr., City Manager

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.

18. Cancellation. This Agreement may be cancelled by either party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

19. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective 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). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the parties each certify that they do 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 either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law including terminating this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

"Avondale"

CITY OF AVONDALE, an Arizona
municipal corporation

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

"Tolleson"

CITY OF TOLLESON, an Arizona
municipal corporation

Adolfo F. Gámez, Mayor

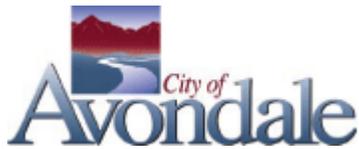
ATTEST:

Chris Hagen, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew J. McGuire
Avondale City Attorney

Scott Ruby
Tolleson City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2952-211 - Intergovernmental Agreement with the City of Goodyear for FY2010/2011 Transit Services

MEETING DATE:

February 7, 2011

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 adopting an Intergovernmental Agreement with the City of Goodyear for FY2010/2011 Transit Services

BACKGROUND:

The City of Avondale entered into an Intergovernmental Agreement in FY 2003/2004 (No. 104703), on behalf of the Avondale Urbanized Area (AUA) cities (Avondale, Goodyear, Tolleson and Litchfield Park), for transit services. This agreement has been renewed and amended annually since 2003. The City of Phoenix will provide following services, on behalf of the Avondale Urbanized Area, in FY 2010/2011:

- Route 3 - Van Buren Street
- Route 17 - McDowell Road
- Route 131/START - Goodyear and Avondale areas
- ADA Dial-a-Ride service adjacent to the fixed routes

The City of Avondale is a recipient of Federal Transit Administration (FTA) grant funds on behalf of the Avondale Urbanized Area cities. The AUA is receiving an estimated \$1,225,987 in FTA Operating Assistance in FY2010/2011. These funds require a 100% local match. The local match for routes 3 and 17 is paid for by City of Phoenix's share. Since Phoenix is not a recipient of FTA Operating Assistance, their proportionate share counts as the AUA's local match. The START route is also eligible for Job Access and Reverse Commute (JARC) grant funds. These funds are available annually through the State of Arizona and are distributed by ADOT. Should the AUA receive JARC funds, these funds will replace FTA Operating Assistance funds, which will then be rolled into a future year's use.

The attached contract estimate identifies the cost of service and funding for each of the routes for FY2010-2011.

DISCUSSION:

The City of Goodyear's proportionate share of FY2010/2011 Transit Services is \$63,267.

BUDGETARY IMPACT:

The estimated FY2010/2011 Transit costs have been adequately budgeted for in the City Budget. If necessary, a year-end adjustment will be made according to actual expenses incurred. If it is determined that the City of Goodyear has paid more than its share of the cost of service, the City will receive a refund; if the City has underpaid it will be billed for the actual cost of the service.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Goodyear for FY2010/2011 Transit Services.

ATTACHMENTS:

Click to download

 [Contract Estimate](#)

 [Resolution 2952-211](#)

(DRAFT) CITY OF AVONDALE
PURCHASE OF TRANSIT SERVICES
CONTRACT ESTIMATE
FISCAL YEAR 2010-11
PROPOSED 3 & 3A CHANGES & ELIM 29A

Route	Service Provider	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
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3 A	First	161.2	251	40,461.2	\$ 6.2683	\$ 253,623	\$ (11,127)	\$ 242,496
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Dial-a-Ride			302	4,484.0	\$ 51.9517	\$ 232,951	\$ (29,949)	\$ 203,003
Grant/Administrative Support Services								\$ 20,000
Cost to Carry Federal Share								\$ 49,018
Service Cost								\$ 1,526,515
Total Cost								\$ 1,595,533
FTA Operating Assistance								\$ 1,225,987
Avondale Share of Cost (Match)								\$ 369,546

Source of Funds:	
Local Funds Avondale	\$ 369,546
Total All Sources	\$ 369,546

Dial-A-Ride	203003		
Avondale	63.15%	\$	128,196
Goodyear	22.10%	\$	44,864
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Total		\$	211,468
Goodyear		\$	63,267
Tolleson		\$	42,225

RESOLUTION NO. 2952-211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Avondale (“Avondale”) and the City of Phoenix (“Phoenix”) entered into an Intergovernmental Agreement Change Order on June 7, 2010, in which Avondale agreed to pay Phoenix for transit services to be provided to the Avondale Urbanized Area for fiscal year 2010-2011 (the “Phoenix IGA”); and

WHEREAS, the Phoenix IGA designated Avondale as the lead agency for the Avondale Urbanized Area; and

WHEREAS, the City of Goodyear (“Goodyear”) is part of the Avondale Urbanized Area and benefits from the transit services provided by Phoenix; and

WHEREAS, Avondale and Goodyear desire to enter into an Intergovernmental Agreement to provide bus transit services to the residents of Avondale and Goodyear by providing for the operation of Route 3, Route 17, Route 131 (START) and Dial-A-Ride; and

WHEREAS, Goodyear will reimburse Avondale on an annual basis for Goodyear’s prorated cost of operation (\$63,267.00) for Route 3, Route 17, Route 131 (START) and Dial-A-Ride.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. That the Intergovernmental Agreement between Avondale and Goodyear with respect to the reimbursement of funds for transit services (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, February 7, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2952-211

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF GOODYEAR
RELATING TO TRANSIT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of February 7, 2011, between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Goodyear, an Arizona municipal corporation ("Goodyear").

RECITALS

A. Avondale and the City of Phoenix ("Phoenix") entered into an Intergovernmental Agreement on June 7, 2010, for FY 2010-2011 for transit services (the "Phoenix IGA") with Avondale acting as the fiscal and responsible agent for the Avondale Urbanized Area.

B. Goodyear is part of the Avondale Urbanized Area and benefits from the transit services provided by the Phoenix IGA.

C. Avondale and Goodyear seek to serve their respective residents through public transportation by continuing the operation of Route 17 (McDowell Route), Route 3, Route 131 (START) and Dial-A-Ride services.

D. Goodyear agrees to reimburse Avondale on an annual basis for Goodyear's prorated cost of operation (\$63,267.00) for the transit services provided by the Phoenix IGA for Route 17 (McDowell Route), Route 3, Route 131 (START) and ADA Dial-a-Ride services.

E. Avondale and Goodyear have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

F. Avondale is authorized to contract for public transportation services pursuant to Article 1, Section 3 of the Avondale City Charter.

G. Goodyear is authorized to contract for public transportation services pursuant to Article 2-1 of the Goodyear City Code.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, Avondale and Goodyear hereby agree as follows:

1. Service Area and Transit Services.

a. The corporate limits of Goodyear, which are lawfully in effect on July 1, 2010, shall designate and define the limits of the service area for the purpose of this Agreement.

b. The services provided are outlined in the Phoenix IGA in accordance with those specified in Valley Metro Bus Book.

2. Term. This Agreement shall commence on July 1, 2010 and shall terminate on June 30, 2011. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

3. Avondale Responsibilities. Avondale shall:

a. Prepare and amend service specifications as published in the Valley Metro Bus Book in consultation with Goodyear.

b. Serve as the fiscal representative with Phoenix for Route 3, Route 17, Dial-A-Ride, and Route 131 (START), and perform the necessary service actions and financial processes as required by the Phoenix IGA.

c. Invoice Goodyear annually an amount of \$63,267.00, due on or before February 15, 2011, for services covered by this Agreement.

4. Goodyear Responsibilities. Goodyear shall:

a. Continue to provide traffic control and transit facilitation measures, such as turning movements, on city streets as mutually agreed upon with Phoenix and Avondale.

b. Purchase, install and maintain bus stop signs, as needed.

c. Retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years from the termination of this Agreement. Such records shall be the subject to audit and inspection at any time during the term of this Agreement or within five years after the termination thereof.

d. Reimburse Avondale annually on or before February 15, 2011, in the amount of \$63,267.00 for Goodyear's pro-rata portion of those net costs incurred by Avondale in the operation of Route 17 (McDowell Route), Route 3, Route 131 (START) and ADA Dial-a-Ride services.

5. Reconciliation. In the event that Goodyear's portion of the costs is more or less than \$63,267.00 at the end of the term, Avondale shall either recoup or reimburse the difference in cost, as applicable, to/from Goodyear.

6. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Indemnification. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and elected or appointed officials (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorneys' fees (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage relating to the Indemnitor's performance of its duties under this Agreement, but only to the extent that such Claims are caused by the negligence, misconduct, intentional act or other fault of the Indemnitor, its officers, employees, contractors, elected or appointed officials.

8. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale and Goodyear.

9. Relationship of the Parties. Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

10. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Attorneys' Fees. In the event legal action is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.

12. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

13. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

14. Waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

15. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

16. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall no be deemed relevant to construing this Agreement.

17. 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 of Avondale: City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323
Fax: 623-333-0100
Attn: Charles P. McClendon, City Manager

If to the City of Goodyear: City of Goodyear
120 East Western Avenue
Goodyear, Arizona 85338
Fax: 623-882-7520
Attn: John Fischbach, City Manager

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.

18. Cancellation. This Agreement may be cancelled by either party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

19. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective 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). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the parties each certify that they do 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 either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law including terminating this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

"Avondale"

CITY OF AVONDALE, an Arizona
municipal corporation

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

"Goodyear"

CITY OF GOODYEAR, an Arizona
municipal corporation

Joe Pizzillo, Acting Mayor

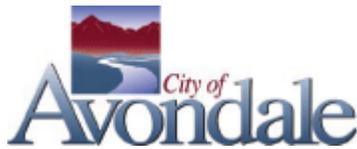
ATTEST:

Lynn Mulhall, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew J. McGuire
Avondale City Attorney

Roric Massey
Goodyear City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2954-211 and Ordinance 1444-211 -
Amendment to the City Code, Chapter 4, Buildings
and Building Regulations and Resolution 2956-211
approving a Permit and Plan Review Rate
Schedule

MEETING DATE:

February 7, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance amending Chapter 4 of the City Code, Buildings and Building Regulations, and adopt by reference the 2009 Editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Energy Conservation Code, the 2008 Edition of the National Electrical Code, and the Avondale Amendments to these codes and adopt a resolution declaring as a public record that certain document filed with the City Clerk and entitled the City of Avondale Buildings and Building Regulations Ordinance.

BACKGROUND:

On December 6, 2010, staff provided City Council with a summary of significant code revisions to Chapter 4, Buildings and Building Regulations.

The Codes were developed by the International Code Council and the combined efforts of various affected parties including the Arizona Building Officials, the National Association of Homebuilders, the Federal Emergency Management Agency (FEMA) and the American Institute of Architects. The most recent version available for adoption is the 2009 series. The National Electrical Code was developed by the National Fire Protection Association (NFPA). The 2008 International Electrical Code cross references the 2008 National Electrical Code. The various jurisdictions in Arizona historically adopted the National Electrical Code to avoid unnecessary duplication.

For the purpose of statewide uniformity, the Arizona Building Officials, Inc. formed a subcommittee to formulate a set of uniform code amendments and held regular meetings throughout 2009 in various locations around the State. The subcommittee encouraged and received input from code officials, design professionals, local homebuilders and other affected parties. The subcommittee's recommendations were presented to the MAG Building Codes Committee for reference as uniform code amendments. The MAG Building Codes Committee recommended these uniform amendments as a MAG standard in May 2010.

DISCUSSION:

The City periodically updates its building codes to stay current with industry standards and be consistent with the building regulations of other local communities. The City Code currently incorporates the 2006 series of the International Building Code, the International Residential Code, and the International Mechanical Code; the International Plumbing Code; the International Energy Conservation Code, the 2005 National Electrical Code and the related MAG Amendments. These

codes were adopted by the City of Avondale in February 2007.

The proposed ordinance will amend Chapter 4, Article II Section 4-16 and 4-17, Article III Sections 4-31 and 4-33, Article V Sections 4-61 and 4-62, Article VI Sections 4-76 and 4-77, and Article XI Section 4-151 of the City Code. The effective date of the ordinance will be July 1, 2011. This will provide the construction industry time to adjust their building plans as needed prior to the effective date.

Some of the other Cities in the state are in the process of adopting the 2009 Codes. All of the members of MAG have agreed to adopt the 2009 Codes along with the recommended amendments in 2011. The Arizona Home Builders Association, and Architects and Engineers Groups in Arizona have all been involved in the development of the MAG amendments and are in support of them.

The proposed amendments do not address the Fire Code. The Fire Department will update this code separately.

BUDGETARY IMPACT:

When adopted, the new codes will include changes to the fees charged for building permits.

RECOMMENDATION:

City Council will consider a resolution declaring as a public record certain documents filed with the City Clerk and entitled the "2009 International Building Code," the "2009 International Residential Code," the "2009 International Mechanical Code," the "2009 International Plumbing Code," the "2008 National Electrical Code," the "2009 International Fuel Gas Code," the "2009 International Energy Conservation Code" and "The Avondale Amendments to the 2009 International Building Code, the 2009 International Residential Code, the 2009 International Mechanical Code, the 2009 International Plumbing Code, the 2008 National Electrical Code, the 2009 International Fuel Gas Code and the 2009 International Energy Conservation Code", an ordinance adopting the same by reference, amending the Avondale City Code, Chapter 4, Buildings and Building Regulations Relating to Building Codes; establishing an effective date and providing penalties for violations and a resolution approving a permit and plan review rate schedule and setting an effective date.

ATTACHMENTS:

Click to download

- [📄 Resolution 2954-211](#)
- [📄 Code - 2009 Amendments](#)
- [📄 Ordinance 1444-211](#)
- [📄 Resolution 2956-211](#)

RESOLUTION NO. 2954-211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND ENTITLED THE "2009 INTERNATIONAL BUILDING CODE," THE "2009 INTERNATIONAL RESIDENTIAL CODE," THE "2009 INTERNATIONAL MECHANICAL CODE," THE "2009 INTERNATIONAL PLUMBING CODE," THE "2008 NATIONAL ELECTRICAL CODE," THE "2009 INTERNATIONAL FUEL GAS CODE," THE "2009 INTERNATIONAL ENERGY CONSERVATION CODE" AND "THE AVONDALE AMENDMENTS TO THE 2009 INTERNATIONAL BUILDING CODE, THE 2009 INTERNATIONAL RESIDENTIAL CODE, THE 2009 INTERNATIONAL MECHANICAL CODE, THE 2009 INTERNATIONAL PLUMBING CODE, THE 2008 NATIONAL ELECTRICAL CODE, THE 2009 INTERNATIONAL FUEL GAS CODE AND THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE."

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

SECTION 1. Those certain documents known as the "2009 International Building Code," the "2009 International Residential Code," the "2009 International Mechanical Code," the "2009 International Plumbing Code," the "2008 National Electrical Code," the "2009 International Fuel Gas Code," the "2009 International Energy Conservation Code" and "The Avondale Amendments to the 2009 International Building Code, the 2009 International Residential Code, the 2009 International Mechanical Code, the 2009 International Plumbing Code, the 2008 National Electrical Code, the 2009 International Fuel Gas Code, and the 2009 International Energy Conservation Code," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, are hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, February 7, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

**THE AVONDALE AMENDMENTS TO
THE 2009 INTERNATIONAL BUILDING CODE,
THE 2009 INTERNATIONAL RESIDENTIAL CODE,
THE 2009 INTERNATIONAL MECHANICAL CODE
THE 2009 INTERNATIONAL PLUMBING CODE
THE 2008 NATIONAL ELECTRICAL CODE
THE 2009 INTERNATIONAL FUEL GAS CODE
THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE**

**AVONDALE AMENDMENTS
TO THE 2009 INTERNATIONAL BUILDING CODE**

The International Building Code, 2009 Edition, is amended in the following respects:

Section 101.1 is amended to insert the words “City of Avondale” as the name of jurisdiction.

Section 101.2.1 is deleted in its entirety and replaced with the following:

101.2.1 Appendices. The following appendices are adopted by the City of Avondale: Appendices B, C, I and J.

Section 101.4 is deleted in its entirety and replaced with the following:

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.6 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each reference. If another code is referenced elsewhere in this code and has not been adopted, then that section shall be considered invalid.

The last sentence of **Section 101.4.3** is deleted in its entirety.

Section 109.3 is amended to add the following after the last sentence:

For the purposes of determining valuations, the following chart, titled “Valuation Chart,” shall be used. This “Valuation Chart” shall be updated on January 1st of each year with the Cost per Square Foot.

VALUATION CHART

International Building Code	Types of Construction, Cost per Square Foot									
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	
A-1 Assembly, Theaters, with stage	202	195	190	182	172	167	177	157	151	
A-1 Assembly, Theaters, without stage	182	176	171	163	153	148	158	138	132	
A-2 Assembly, nightclubs	155	151	147	141	133	129	136	121	116	
A-2 Assembly, restaurant, bars, banquet hall	154	150	145	140	131	128	135	119	115	
A-3 Assembly, churches	186	179	175	167	156	151	161	141	135	
A-3 Assembly, general, community halls, libraries, museums	157	150	145	138	126	122	132	111	106	
A-4 Assembly, arenas	181	175	169	162	151	147	157	136	131	
B Business	154	149	144	137	125	120	132	109	105	
E Educational	171	165	160	153	141	134	147	123	119	
F-1 Factory and industrial, moderate hazard	94	90	85	82	73	70	79	60	57	

F-2	Factory and industrial, low hazard	93	89	85	81	73	69	78	60	56
H-1	High hazard, explosive	88	84	80	76	69	64	73	56	N.P.
H-234	High hazard	88	84	80	76	69	64	73	56	51
H-5	HPM	154	149	144	137	125	120	132	109	105
I-1	Institutional, supervised environment	159	153	148	142	130	127	138	117	112
I-2	Institutional, hospitals	260	255	250	243	230	N.P.	238	214	N.P.
I-2	Institutional, nursing homes	182	176	171	165	153	N.P.	159	137	N.P.
I-3	Institutional, restrained	178	172	167	160	149	143	155	134	127
I-4	Institutional, day care facilities	159	153	148	142	130	127	138	117	112
M	Mercantile	115	111	106	101	93	90	97	80	77
R-1	Residential, hotels	160	154	150	143	132	128	140	118	114
R-2	Residential, multiple family	134	128	124	117	106	103	114	93	88
R-3	Residential, one and two family	126	122	119	116	112	109	114	105	98
R-4	Residential, care/assisted living facilities	159	153	148	142	130	127	138	117	112
S-1	Storage, moderate hazard	87	83	78	75	67	63	72	54	50
S-2	Storage, low hazard	86	82	78	74	67	62	71	54	49
U	Utility, miscellaneous	68	64	60	57	51	47	54	39	37

VALUATION CHART FOR OTHER

Other Types of Construction	Cost per Square Foot
Tenant Improvement - Vanilla Shell	\$ 20.00
Tenant Improvement - Office	\$ 20.00
Tenant Improvement - Restaurant	\$ 40.00
Tenant Improvement - Medical	\$ 50.00
Residential Patio addition, etc.	\$ 7.00
Residential Room Addition, Remodel etc	\$ 20.00
Fencing requiring a permit	\$2.00

Section 109.4 is amended to add the following after the last sentence:

This fee shall be equal to double the amount of the Building, Plan Review, Electric, Plumbing and Mechanical permit fees required by this code. The payment of such fee shall not exempt an applicant from compliance with all other provisions of either this code or other requirements, nor from the penalty prescribed by law.

Section 109.6 is deleted in its entirety and replaced with the following:

109.6 Refunds. The building official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The building official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The building official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90 days after the date of fee payment.

Section 201.3 is deleted in its entirety.

Section 201.4 is deleted in its entirety and replaced with the following:

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section 716.5.4 is amended to add the following Exception:

4. Such walls are penetrated by ducted HVAC systems, have a required fire-resistance rating of 1 hour or less and are in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2. For the purposes of this exception, a ducted HVAC system shall be a duct system for conveying supply, return or exhaust air as part of the structure's HVAC system. Such a duct system shall be constructed of sheet steel not less than 26 gage thickness and shall be continuous from the air-handling appliance or equipment to the air outlet and inlet terminals.

Section 901.1 is amended to add the following paragraph:

Code sections preceded by [F] shall be considered to be maintained and administered under the International Fire Code. Where there is a conflict regarding fire suppression systems and/or alarms between this code and the Fire Code, the Fire Code shall prevail.

The last sentence of **Section 901.5** is deleted in its entirety and replaced with the following:

It shall be unlawful to use, occupy, or furnish any portion of a structure until the fire protection systems of the structure have been tested and approved.

Section 1008.1.2 is amended by deleting Exception 4 in its entirety and replacing it with the following:

4. Doors within or serving a single dwelling unit in Groups R-2, R-3 as applicable in Section 101.2, and R-4.

Section 1101.1 is deleted in its entirety and replaced with the following:

1101.1 Scope. The provisions of this chapter and the Arizona Revised Statutes (ARS) Section 41-1492 through 41-1492.12 shall control the design and construction of facilities for accessibility to physically disabled persons.

Section 1101.2 is deleted in its entirety and replaced with the following:

1101.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this code. ICC A117.1, and in accordance with the provisions of the State of Arizona Attorney General Administrative rules R-10-3-401 through R-10-3-404, whichever standard provides the greater degree of accessibility. This dual-reference provision shall apply in all cases where ICC A117.1 is referenced in this chapter.

Section 1103.2.6 is amended by adding the following sentences:

The public portions of temporary sales offices/trailers are required to be accessible. There shall be accessible parking and an accessible route from the accessible parking aisle to the sales office/trailer and throughout the public portion of the sales office/trailer, including the design center. Accessible toilet rooms shall be provided according to this code.

Section 1109.2.2 is amended by adding the following sentence:

A baby changing station shall not be located within a water closet stall.

The first paragraph of **Section 1210.2** is deleted in its entirety and replaced with the following:

1210.2 Walls and partitions: Walls and partitions within 2 feet (610 mm) of service sinks, urinals and water closets shall have a smooth, hard nonabsorbent surface, to a height of 4 feet (1219 mm) above the floor and except for structural elements, the materials used in such walls shall be of a type that is not adversely affected by moisture.

Item 27 of **Table 1607.1** is amended as follows:

OCCUPANCY OR USE	UNIFORM (psf)	CONCENTRATED (lbs.)
27. Residential One-and two-family dwellings Uninhabitable attics with limited storage ^{i,j,k.} Habitable attics and sleeping areas (no other changes in item 27)	 40 40	

Section 1704.5 is amended to add the following Exceptions:

- 4: Masonry fences six feet or less in height above grade.
- 5: Masonry retaining walls four feet or less in height from bottom of footing to top of wall unless supporting a surcharge or impounding flammable liquids.

Section 3109 is deleted in its entirety and replaced with the following:

**SECTION 3109
SWIMMING POOL ENCLOSURES AND SAFETY DEVICES**

3109.1 General. Swimming pool enclosures and safety devices shall be installed pursuant to Arizona Revised Statutes § 36-1681.

APPENDIX I is amended to delete Section I104.2 in its entirety.

**AVONDALE AMENDMENTS
TO THE 2009 INTERNATIONAL RESIDENTIAL CODE**

The International Residential Code, 2009 Edition, is amended in the following respects:

Section R101.1 is amended to insert the words “City of Avondale” as the name of jurisdiction.

Section R102.5 is deleted in its entirety and replaced with the following:

R102.5 Appendices. The following appendices are adopted by the City of Avondale: Appendices A, B, C, G, H, J, K, and P.

Section R105.2, items 1 and 2 under the heading “Building” are deleted in their entirety and replaced with the following:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²).
2. Fences over four (4) foot in height require a permit.

Section R105.3.2 is deleted in its entirety and replaced with the following:

R105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated. Before such work recommences, the extension will be granted provided no changes have been made or will be made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

Section R108.6 is amended to add the following after the last sentence:

This fee shall be equal to double the amount of the Building, Plan Review, Electric, Plumbing and Mechanical permit fees required by this code. The payment of such fee shall not exempt an applicant from compliance with all other provisions of either this code or other requirements, nor from the penalty prescribed by law.

Section R201.4 is deleted in its entirety and replaced with the following:

R201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. Webster’s Third New International Dictionary of the

English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Table R301.2(1) is deleted in its entirety and replaced with the following:

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	Wind Speed ⁶ (mph)	Seismic Design Category ⁹	Subject To Damage From				Winter Design Temp ^f	Ice Shield Under-Layment Required ⁱ	Flood Hazards ^h	Air Freezing Index ^j	Mean Annual Temp ^k
			Weathering ⁸	Frost Line Depth ^b	Termite ^c	Decay ^d					
N/A	90 mph Exposure C	B	Moderate	N/A	Moderate to Heavy	None to Slight	24°F		Jurisdiction Specific		

(Footnotes to remain unchanged)

Table R301.5 is amended to modify the following:

USE	LIVE LOAD
Attics with limited storage ^{b,e}	40
Habitable attics and attics served with fixed stairs	40
Sleeping rooms	40

(Remainder of table to remain unchanged)

Section R312.2 is amended to add the following sentence to the end of the first paragraph:

Required guards shall not be constructed with horizontal rails or other ornamental pattern that results in a ladder effect.

The first paragraph of Section R313.2 is deleted in its entirety and replaced with the following:

R313.2 Two-family dwellings automatic fire systems. An automatic residential fire sprinkler system shall be installed in two- family dwellings.

Section R314.3 is amended by adding the following subsection:

4. Where the ceiling height of a room open to the hallway servicing bedrooms exceeds that of the hallway by 24 inches or more, smoke detectors shall be installed in the hallways and in the adjacent room.

The first paragraph of **Section M1503.1** is deleted in its entirety and replaced with the following:

M1503.1 Range hoods shall discharge to the outdoors through a single wall duct. The duct serving the hood shall have a smooth interior surface, shall be airtight, and shall be equipped with a backdraft damper. Changes in size or direction shall be accomplished with a pre-manufactured transition fitting. Ducts serving range hoods shall not terminate in an attic or crawl space or areas inside the building.

Section M2005.2 is deleted in its entirety and replaced with the following:

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used for storage or clothes closet. Water heaters installed in a bedroom or bathroom shall be installed in a sealed enclosure so that the combustion air will not be taken from the living space. Direct-vent water heaters are not required to be installed within an enclosure.

Section G2415.10 is deleted in its entirety and replaced with the following:

G2415.10 (404.10) Minimum burial depth. Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade for metal piping and 18 inches (457 mm) for plastic piping.

Section G2415.10.1 is deleted in its entirety.

Section P2803.6.1 item 2 is deleted in its entirety and replaced with the following:

2. Discharge through an air gap located in the same room as the water heater except where the discharge is to the outdoors, not subject to freezing and the piping terminates not less than 6 inches (152 mm) and not more than 12 inches (305mm) above grade.

Section P2803.6.1 is amended by adding the following new item 14:

14. Direct the discharge in a downward direction.

APPENDIX G, Section AG 105 is deleted in its entirety and replaced with the following:

SECTION AG 105 BARRIER REQUIREMENTS

AG105.1 General. The design of barriers for residential swimming pools, spas and hot tubs shall meet the requirements of Arizona Revised Statutes § 36-1681.

APPENDIX H, Section AH106.1 is deleted in its entirety.

**AVONDALE AMENDMENTS
TO THE 2009 INTERNATIONAL MECHANICAL CODE**

The International Mechanical Code, 2009 Edition, is amended in the following respects:

Section 101.1 is amended to insert the words “City of Avondale” as the name of jurisdiction.

Section 106.4.4 is deleted in its entirety and replaced with the following:

106.4.4 Extensions. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated.

Section 106.5.2 is deleted in its entirety and replaced with the following:

106.5.2 Fee schedule. All fees shall be in accordance with Chapter One of the International Building Code as adopted by the City of Avondale and amended from time to time.

Section 106.5.3 is deleted in its entirety and replaced with the following:

106.5.3 Fee refunds. The code official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The code official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The code official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90 days after the date of fee payment.

Section 108.4 is deleted in its entirety.

The last sentence of **Section 108.5** is amended to read as follows:

Any person who shall continue any work on the system after having been served by a stop work order, except such work as that person is directed to perform to

remove a violation or unsafe condition, shall be liable for a fine as established by the City of Avondale.

Section 201.4 is deleted in its entirety and replaced with the following:

201.4 Terms not defined. Where terms are not defined through the methods authorized by this chapter, such terms shall have ordinarily accepted meanings such as the context implies. Webster’s Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section 303.3 is amended by adding a new subsection as follows:

6. Fuel fired appliances with natural draft venting shall not be installed in any room operating under negative pressure unless the appliances are listed for that use.

Section 307.2.2 is deleted in its entirety and replaced with the following:

307.2.2 Drain pipe materials and sizes. Components of the condensate disposal system shall be cast iron, galvanize steel, copper, cross-linked polyethylene, polybutylene, polyethylene, ABS CPVC or PVC pipe or tubing. All components shall be selected for the pressure and temperature rating of the installation. Condensate waste and drain line size shall be not less than 3/4-inch (19 mm) internal diameter and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes for more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with the following:

<u>EQUIPMENT CAPACITY</u>	<u>MINIMUM CONDENSATE PIPE DIAMETER</u>
<u>Up to 20 tons (70.3 kw) of refrigeration</u>	<u>3/4 inch (19 mm)</u>
<u>Over 20 tons (70.3 kw) to 40 tons (141 kw) of refrigeration</u>	<u>1 inch (25 mm)</u>
<u>Over 40 tons (141 kw) to 90 tons (317 kw) of refrigeration</u>	<u>1 1/4 inch (32 mm)</u>
<u>Over 90 tons (317 kw) to 125 tons (440 kw) of refrigeration</u>	<u>1 1/2 inch (38 mm)</u>
<u>Over 125 tons (440 kw) to 250 tons (879 kw) of refrigeration</u>	<u>2 inch (51 mm)</u>

Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than one-eight unit vertical in 12 unit’s horizontal (1-percent slope).

**AVONDALE AMENDMENTS
TO THE 2009 INTERNATIONAL PLUMBING CODE**

The International Plumbing Code, 2009 Edition, is amended in the following respects:

Section 101.1 is amended to insert the words “City of Avondale” as the name of jurisdiction.

A new **Section 101.5** is added to read as follows:

101.5 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

Section 106.5.4 is deleted in its entirety and replaced with the following:

106.5.4 Extensions. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated.

Section 106.6.3 is deleted in its entirety and replaced with the following:

106.6.3 Fee refunds. The code official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The code official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code

The code official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90 days after the date of fee payment.

Section 108.4 is deleted in its entirety.

The last sentence of **Section 108.5** is deleted in its entirety and replaced with the following:

Any person who shall continue any work on the system after having been served by a stop work order except such work as that person is directed to perform to

remove a violation or unsafe condition, shall be liable for a fine as established by the City of Avondale.

Section 201.4 is deleted in its entirety and replaced with the following:

201.4 Terms not defined. Where terms are not defined through the methods authorized by this chapter, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

The last sentence of **Section 410.1** is deleted in its entirety and replaced with the following:

In other occupancies, where drinking fountains are required, bottle water dispensers or water coolers shall be permitted to be substituted.

Item 2 of **Section 504.6** is deleted in its entirety and replaced with the following:

2. Discharge through an air gap located in the same room as the water heater except where the discharge is to the outdoors, not subject to freezing and the piping terminates not less than 6 inches (152mm) and not more than 12 inches (305mm) above grade.

Section 504.6 is amended to add the following Item 14:

14. Direct the discharge in a downward direction.

Section 1202 is amended to add the following new subsection:

1202.1.1 Level 3 dental facilities. Vacuum piping installed under an on grade floor shall be installed in compliance with recommendations and drawings prepared by a registered design professional and contained within the dental equipment manufacturer's specifications and details, and with the otherwise applicable provisions of NFPA99- 2005. All drawings and specifications shall be sufficiently comprehensive as to provide prescriptive installation criteria. Special inspection in accordance with IBC Section 1704.1 shall be provided.

**AVONDALE AMENDMENTS
TO THE 2008 NATIONAL ELECTRICAL CODE**

The National Electric Code, 2008 Edition, is amended in the following respects:

Section 80 is deleted in its entirety.

Section 90.1 is amended as follows:

Any and all electrical work for light, heat, power or any other purposes shall be installed in conformity with the rules and regulations as set forth in this Code and that document titled the National Electrical Code, 2008 Edition and in conformity with the rules and regulations as set forth by the Building Official.

Section 90.1 is amended by adding the following new subsection E:

(E) The International Building Code, 2009 Edition, Chapter One, as adopted by the City of Avondale and amended from time to time, shall be considered the Administrative Code for this sub-section.

Section 90.6 is deleted in its entirety and replaced with the following:

90.6 Formal interpretations. To promote uniformity of interpretation and application of the provisions of this Code, Section 113, "Board of Appeals", of the International Building Code, 2009 Edition, as adopted by the City and amended from time to time, shall provide established procedures for appeals of interpretation under this Section.

ARTICLE 230 is amended by adding the following new section:

230.63 Location. All service equipment rated 1000 amperes or more located inside a building shall be enclosed within a room or space separated from the rest of the building by not less than one-hour fire-resistive occupancy separation or fire barrier installed in compliance with the building code.

Section 250.118 is amended as follows:

250.118 Types of equipment grounding conductors. The equipment grounding conductor run with or enclosing the circuit conductors shall be one or more or a combination of the following:

FPN: For effective ground-fault current path, see 250.2 Definition.

(1) A copper, aluminum, or copper-clad aluminum conductor. This conductor shall be solid or stranded; insulated, covered, or bare; and in the form of a wire or a busbar of any shape.

- (2) Rigid metal conduit.
- (3) Intermediate metal conduit.
- (4) Electrical metallic tubing with an additional equipment grounding conductor.
- (5) Listed flexible metal conduit with an additional equipment grounding conductor, and meeting all the following conditions:
 - a. The conduit is terminated in listed fittings.
 - b. The combined length of flexible metal conduit and liquidtight flexible metal conduit in the same ground return path does not exceed 1.8 m (6 ft) for feeders and 15 m (50 ft) for branch circuits.
 - c. The additional equipment grounding conductor is terminated at each termination or junction point.
- (6) Listed liquidtight flexible metal conduit meeting all the following conditions:
 - a. The conduit is terminated in listed fittings.
 - b. For metric designators 12 through 16 (trade sizes 3/8 through 1/2), the circuit conductors contained in the conduit are protected by overcurrent devices rated at 20 amperes or less.
 - c. For metric designators 21 through 35 (trade sizes 3/4 through 1-1/4), the circuit conductors contained in the conduit are protected by overcurrent devices rated not more than 60 amperes and there is no flexible metal conduit, flexible metallic tubing, or liquidtight flexible metal conduit in trade sizes metric designators 12 through 16 (trade sizes 3/8 through 1 1/2) in the grounding path.
 - d. The combined length of flexible metal conduit and flexible metallic tubing and liquidtight flexible metal conduit in the same ground return path does not exceed 1.8 m (6 ft).
 - e. Where used to connect equipment where flexibility is necessary after installation, an equipment grounding conductor shall be installed.
- (7) Listed liquidtight flexible metal conduit with an additional equipment grounding conductor and meeting all the following conditions:
 - a. The conduit is terminated in listed fittings.

- b. The combined length of liquidtight flexible metal conduit and flexible metal conduit in the same ground return path does not exceed 15 m (50 ft) for branch circuits and 1.8 m (6 ft) for feeders.
 - c. The additional equipment grounding conductor is terminated at each termination or junction point.
- (8) Flexible metallic tubing where the tubing is terminated in listed fittings and meeting the following conditions:
 - a. The circuit conductors contained in the tubing are protected by overcurrent devices rated at 20 amperes or less.
 - b. The combined length of flexible metal conduit and flexible metallic tubing and liquidtight flexible metal conduit in the same ground return path does not exceed 1/8 m (6 ft).
- (9) Armor of Type AC cable with an additional equipment grounding conductor and as provided in 320.108.
- (10) The copper sheath of mineral-insulated, metal-sheathed cable.
- (11) Type MC cable where listed and identified for grounding in accordance with the following:
 - a. The combined metallic sheath and grounding conductor of interlocked metal tape-type MC cable.
 - b. The metallic sheath or the combined metallic sheath and grounding conductors of the smooth or corrugated tube-type MC cable.
- (12) Cable trays as permitted in 392.3 and 392.7.
- (13) Cablebus framework as permitted in 370.3.
- (14) Other listed electrically continuous metal raceways and listed auxiliary gutters.
- (15) Surface metal raceways listed for grounding.

Table 310.15 (B)(6), is deleted in its entirety and replaced with Table 310.15(B)(6) as follows:

TABLE 310.15(B)(6)

Conductor (AWG or kemil)

Copper	Aluminum or Copper-Clad Aluminum	Service or Feeder Rating (Amperes)	
		< 30 C (80 F)	> 30 C (86 F)
4	2	100	-----
3	1	110	-----
2	1/0	125	<u>100</u>
1	2/0	150	<u>125</u>
1/0	3/0	175	<u>150</u>
2/0	4/0	200	<u>175</u>
3/0	250	225	<u>200</u>
4/0	300	250	<u>225</u>
250	350	300	<u>250</u>
350	500	350	<u>300</u>
400	600	400	<u>350</u>
500	750	-----	<u>400</u>

Subsection 1 of **Section 334.10** is deleted in its entirety and replaced with the following:

- (1) One- and two-family dwellings, multi-family dwellings and other residential accessory structures.

Section 334.12(A), subsections (2), (3), (4), (5), (6), (7), (8) and (9) are deleted in their entirety.

Section 358.10(B) is deleted in its entirety and replaced with the following:

358.10(B) Corrosion protection. Ferrous or nonferrous EMT, elbows, couplings and fittings shall be permitted to be installed in concrete, that is not in direct contact with the earth or in areas subject to severe corrosive influences where protected by corrosion protection and judged suitable for the condition.

Section 358.12 is amended to add the following new subsection:

- (7) On or below grade.

**AVONDALE AMENDMENTS
TO THE 2009 INTERNATIONAL FUEL GAS CODE**

The International Fuel Gas Code, 2009 Edition, is amended in the following respects:

Section 101.1 is amended to insert the words “City of Avondale” as the name of jurisdiction.

Section 106.5.4 is deleted in its entirety and replaced with the following:

106.5.4 Extensions. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated.

Section 106.6.2 is deleted in its entirety and replaced with the following:

106.6.2 Fee schedule. All fees shall be in accordance with Chapter One of the International Building Code as adopted by the City of Avondale and amended from time to time.

Section 106.6.3 is deleted in its entirety and replaced with the following:

106.6.3 Fee refunds. The code official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The code official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The code official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90 days after the date of fee payment.

Section 108.4 is deleted in its entirety.

The last sentence of **Section 108.5** is deleted in its entirety and replaced with the following:

Any person who shall continue any work on the system after having been served by a stop work order, except such work as that person is directed to perform to

remove a violation or unsafe condition, shall be liable for a fine as established by the City of Avondale.

Section 201.4 is deleted in its entirety and replaced with the following:

201.4 Terms not defined. Where terms are not defined through the methods authorized by this chapter, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section 404.10 is deleted in its entirety and replaced with the following:

404.10 Minimum burial depth. Underground piping systems shall be installed a minimum depth of 12 inches (305mm) below grad for metal piping and 18 inches (457mm) for plastic piping.

Section 404.10.1 is deleted in its entirety.

**AVONDALE AMENDMENTS
TO THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE**

The International Energy Conservation Code, 2009 Edition, is amended in the following respect:

Section 101.1 is amended to insert the words “City of Avondale” as the name of jurisdiction.

ORDINANCE NO. 1444-211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING BY REFERENCE THE “2009 INTERNATIONAL BUILDING CODE,” THE “2009 INTERNATIONAL RESIDENTIAL CODE,” THE “2009 INTERNATIONAL MECHANICAL CODE,” THE “2009 INTERNATIONAL PLUMBING CODE,” THE “2008 NATIONAL ELECTRICAL CODE,” THE “2009 INTERNATIONAL FUEL GAS CODE,” THE “2009 INTERNATIONAL ENERGY CONSERVATION CODE” AND “THE AVONDALE AMENDMENTS TO THE 2009 INTERNATIONAL BUILDING CODE, THE 2009 INTERNATIONAL RESIDENTIAL CODE, THE 2009 INTERNATIONAL MECHANICAL CODE, THE 2009 INTERNATIONAL PLUMBING CODE, THE 2008 NATIONAL ELECTRICAL CODE, THE 2009 INTERNATIONAL FUEL GAS CODE AND THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE;” AMENDING THE AVONDALE CITY CODE, CHAPTER 4, BUILDINGS AND BUILDING REGULATIONS RELATING TO BUILDING CODES; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, many neighboring communities have adopted the most current editions of national and international building codes; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to bring uniformity to the building community and to prohibit unsafe construction procedures and materials; and

WHEREAS, Chapter 4 of the Avondale City Code specifies the building construction codes that are to be followed within the City of Avondale (the “City”); and

WHEREAS, the City Council desires to amend the Avondale City Code, Chapter 4, Buildings and Building Regulations, to amend provisions relating to the codification of the previously adopted 2006 International Building Code, 2006 International Residential Code, 2006 International Mechanical Code, 2006 International Plumbing Code, 2005 National Electrical Code, 2006 International Fuel Gas Code, 2006 International Energy Conservation Code and the Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code and to adopt the most current editions of such codes.

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

SECTION 1. Pursuant to ARIZ. REV. STAT. § 9-802, those certain documents known as the “2009 International Building Code,” the “2009 International Residential Code,” the “2009 International Mechanical Code,” the “2009 International Plumbing Code,” the “2008 National Electrical Code,” the “2009 International Fuel Gas Code,” the “2009 International Energy Conservation Code” (collectively, the “Building Codes”) and “The Avondale Amendments to the 2009 International Building Code, the 2009 International Residential Code, the 2009 International Mechanical Code, the 2009 International Plumbing Code, the 2008 National Electrical Code, the 2009 International Fuel Gas Code, and the 2009 International Energy Conservation Code” (the “Avondale Amendments”) (collectively with the Building Codes, the “Technical Codes”) three copies of which are on file in the office of the City Clerk and are available for public use and inspection during normal business hours, which documents were made public records by Resolution No. 2954-211, are hereby referred to, adopted and made a part hereof as if fully set forth in this Ordinance.

SECTION 2. The Avondale City Code, Chapter 4, Buildings and Building Regulations, Article II, Building Code, Section 4-16, Adopted, is hereby amended to reflect the adoption of the 2009 International Building Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2006~~ 2009 International Building Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled ~~the~~ “The Avondale Amendments to the ~~2006~~ 2009 International Building Code, the ~~2006~~ 2009 International Residential Code, the ~~2006~~ 2009 International Mechanical Code, the ~~2006~~ 2009 International Plumbing Code, THE 2008 NATIONAL ELECTRICAL CODE, the ~~2006~~ 2009 International Fuel Gas Code, AND the ~~2006~~ 2009 International Energy Conservation Code ~~and the 2005 National Electrical Code~~” applicable to the ~~2006~~ 2009 International Building Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Building Code for the City of Avondale by reference as if ~~fully~~ set forth herein IN FULL AND MADE A PART AND PARCEL OF THE SECTION for regulating and controlling the installing, construction, remodeling, alteration, repair and conversion of buildings within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, alter, repair, change, move, remove, maintain or use any house, building or structure in the City of Avondale, or cause or permit the same to be done, contrary to or in violation of said Building Code as herewith adopted by the Council of the City of Avondale.

SECTION 3. The Avondale City Code, Chapter 4, Buildings and Building Regulations, Article III, Electricity, Section 4-31, Electrical code adopted, is hereby amended to reflect the adoption of the 2008 National Electrical Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~and the 2005~~ 2008 National Electrical Code and all appendices therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled ~~the~~

“THE Avondale Amendments to the ~~2006~~ 2009 International Building Code, the ~~2006~~ 2009 International Residential Code, the ~~2006~~ 2009 International Mechanical Code, the ~~2006~~ 2009 International Plumbing Code, THE 2008 NATIONAL ELECTRICAL CODE, the ~~2006~~ 2009 International Fuel Gas Code, AND the ~~2006~~ 2009 International Energy Conservation Code ~~and the 2005 National Electrical Code~~” applicable to the 2005 2008 National Electrical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Electrical Code of the City of Avondale by reference as if fully set forth herein IN FULL AND MADE A PART AND PARCEL OF THE SECTION for regulating and controlling the installing, construction, remodeling, alteration, repair, conversion, maintenance, use and removal of houses, buildings, structures and premises and of electrical installations of any type whatsoever therein or thereupon within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, remodel, alter, change, repair, convert, maintain, use, remove or demolish any house, building, structure or premises or any electrical installation of any type whatsoever therein or thereupon within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of the said Electrical Code as herewith adopted by the Council of the City of Avondale.

SECTION 4. The Avondale City Code, Chapter 4, Buildings and Building Regulations, Article IV, Fuel Gas Code, Section 4-46, Adopted, is hereby amended to reflect the adoption of 2009 International Fuel Gas Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2006~~ 2009 International Fuel Gas Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and those portions of that certain document entitled “The Avondale Amendments to the ~~2006~~ 2009 International Building Code, the ~~2006~~ 2009 International Residential Code, the ~~2006~~ 2009 International Mechanical Code, the ~~2006~~ 2009 International Plumbing Code, THE 2008 NATIONAL ELECTRICAL CODE, the ~~2006~~ 2009 International Fuel Gas Code, AND the ~~2006~~ 2009 International Energy Conservation Code ~~and the 2005 National Electrical Code~~” applicable to the ~~2006~~ 2009 International Fuel Gas Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Fuel Gas Code for the City of Avondale by reference as if fully set forth herein IN FULL AND MADE A PART AND PARCEL OF THE SECTION for regulating and controlling the alteration, repair, improvement, removal, equipping, use and maintenance of any fuel gas systems and gas-fired appliances within the City of Avondale, and is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Fuel Gas Code as herewith adopted by the Council of the City of Avondale.

SECTION 5. The Avondale City Code, Chapter 4, Buildings and Building Regulations, Article V, Mechanical Systems, Section 4-61, Mechanical code adopted, is hereby amended to reflect the adoption of the 2009 International Mechanical Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2006~~ 2009 International Mechanical Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled “The Avondale Amendments to the ~~2006~~ 2009 International Building Code, the ~~2006~~ 2009

International Residential Code, the ~~2006~~ 2009 International Mechanical Code, the ~~2006~~ 2009 International Plumbing Code, THE 2008 NATIONAL ELECTRICAL CODE, the ~~2006~~ 2009 International Fuel Gas Code, AND the ~~2006~~ 2009 International Energy Conservation Code ~~and the 2005 National Electrical Code~~” applicable to the ~~2006~~ 2009 International Mechanical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Mechanical Code of the City of Avondale by reference as if ~~fully~~ set forth herein IN FULL AND MADE A PART AND PARCEL OF THE SECTION for regulating and controlling the design, erection, construction, installation, quality of materials, location, operation, maintenance, repair, relocation, replacement, addition to and use of any heating, ventilating, comfort-cooling or refrigeration systems, incinerators or other miscellaneous heat-producing appliances, and it is hereby declared to be unlawful to erect, install, alter, repair, add to OR replace, use or maintain heating, ventilating, COMFORT- ~~comfort~~-cooling, incinerator or refrigeration equipment or other heat-producing appliances within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of any of the provisions of said Mechanical Code as herewith adopted by the Council of the City of Avondale.

SECTION 6. The Avondale City Code, Chapter 4, Buildings and Building Regulations, Article VI, Plumbing, Section 4-76, Plumbing code adopted, is hereby amended to reflect the adoption of the 2009 International Plumbing Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2006~~ 2009 International Plumbing Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled “The Avondale Amendments to the ~~2006~~ 2009 International Building Code, the ~~2006~~ 2009 International Residential Code, the ~~2006~~ 2009 International Mechanical Code, the ~~2006~~ 2009 International Plumbing Code, THE 2008 NATIONAL ELECTRICAL CODE, the ~~2006~~ 2009 International Fuel Gas Code, AND the ~~2006~~ 2009 International Energy Conservation Code ~~and the 2005 National Electrical Code~~” applicable to the ~~2006~~ 2009 International Plumbing Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Plumbing Code for the City of Avondale by reference as if ~~fully~~ set forth herein IN FULL AND MADE A PART AND PARCEL OF THE SECTION for regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any plumbing systems on premises within the City of Avondale, and it is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of the said Plumbing Code as herewith adopted by the Council of the City of Avondale.

SECTION 7. The Avondale City Code, Chapter 4 Building and Building Regulations, Article VII, Energy Conservation Code, Section 4-91, Adopted, is hereby amended to reflect the adoption of the 2009 International Energy Conservation Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2006~~ 2009 International Energy Conservation Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portions of that certain document entitled “The Avondale Amendments to the ~~2006~~ 2009 International Building Code, the ~~2006~~

2009 International Residential Code, the ~~2006~~ 2009 International Mechanical Code, the ~~2006~~ 2009 International Plumbing Code, THE 2008 NATIONAL ELECTRICAL CODE, the ~~2006~~ 2009 International Fuel Gas Code, AND the ~~2006~~ 2009 International Energy Conservation Code ~~and the 2005 National Electrical Code~~” applicable to the ~~2006~~ 2009 International Energy Conservation Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Energy Conservation Code for the City of Avondale by reference as if set ~~fully~~ forth herein IN FULL AND MADE A PART AND PARCEL OF THE SECTION for regulating and controlling the installation, alteration, repair, improvement, removal, equipping, use and maintenance of any ~~Energy Conservation System~~ ENERGY CONSERVATION SYSTEM within the City of Avondale, and it is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Energy Conservation Code as herewith adopted by the Council of the City of Avondale.

SECTION 8. The Avondale City Code, Chapter 4 Buildings and Building Regulations, Article XI, Residential Code, Section 4-151, Adopted, is hereby amended to reflect the adoption of the 2009 International Residential Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2006~~ 2009 International Residential Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that CERTAIN document entitled “The Avondale Amendments to the ~~2006~~ 2009 International Building Code, the ~~2006~~ 2009 International Residential Code, the ~~2006~~ 2009 International Mechanical Code, the ~~2006~~ 2009 International Plumbing Code, THE 2008 NATIONAL ELECTRICAL CODE, the ~~2006~~ 2009 International Fuel Gas Code, AND the ~~2006~~ 2009 International Energy Conservation Code ~~and the 2005 National Electrical Code~~” applicable to the ~~2006~~ 2009 International Residential Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Residential Code for the City of Avondale by reference as if ~~fully~~ set forth herein IN FULL AND MADE A PART AND PARCEL OF THE SECTION for regulating and controlling the erection, construction, enlargement, alteration, repair, moving, improvement, removal, equipping, use, occupying and maintenance of any residential building on premises within the City of Avondale, and it is hereby declared to be unlawful to erect, construct, enlarge, alter, repair, maintain, move, improve, remove, demolish, equip, use, occupy or maintain any one- ~~and~~ OR two- family residential building or premises within the City of Avondale or cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Residential Code as herewith adopted by the Council of the City of Avondale.

SECTION 9. Any person found guilty of violating any provision of the Technical Codes shall be guilty of a class one misdemeanor, punishable by a fine not to exceed \$2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 10. This Ordinance shall become effective at 12:01 a.m. on July 1, 2011, or if the effectiveness of this Ordinance is prohibited by Arizona law at such time, then this Ordinance shall become effective at the earliest such later time as authorized by Arizona law.

SECTION 11. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 7, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

RESOLUTION NO. 2956-211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, REPEALING RESOLUTION 2623-207, APPROVING A PERMIT AND PLAN REVIEW RATE SCHEDULE AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Avondale Municipal Code, Chapter 4, Buildings and Building Regulations, provides that fees for permits and plan review services may be adopted by a resolution of the Council of the City of Avondale (the "City Council"); and

WHEREAS, the City Council passed and adopted Resolution No. 2623-207 on February 20, 2007, adopting fees for various permits and plan review services; and

WHEREAS, the City Council desires to repeal Resolution 2623-207 and adopt a new permit and plan review fee schedule.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Resolution 2623-207 is hereby repealed.

SECTION 3. The fees for building, mechanical, electrical and plumbing permits and plan review services shall be charged in accordance with the fee schedule attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 5. This Resolution shall take effect at 12:01 a.m. on March 8, 2011.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, February 7, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2956-211

[Fee Schedule]

See following pages.

FEE SCHEDULE

Plan Review Fees. Plan review fee shall be 65 percent of the permit fee as shown in Table 1-A below. In no case shall any plan review fee be less than \$25.00.

Permit Fee Schedule. Unless otherwise indicated, the following fees will be applicable to residential and non-residential projects:

Swimming Pools

Above Ground.....\$50.00*
 In-Ground.....\$500.00*

Pool with Spa.....\$550.00*

Spas / Hot Tubs\$50.00*

*When standard pool/spa/hot tub plans are not on file with the Building official, a \$100.00 plan review fee will also be charged.

Wrecking Buildings

Residential accessory building or garage.....\$25.00
 Single-family residence\$100.00
 Structures other than residential single-family\$100.00

Temporary Trailers

Temporary construction trailer

Building permit\$200.00
 Plan review.....\$100.00

Temporary sales trailer

Building permit\$200.00
 Plan review.....\$100.00

Generators for Temporary Trailers (Each)\$40.00

(Note: These fees do not include electrical or development fees.)

Permits for Residential (R-3) Accessory Buildings, including but not limited to, detached garages, carports, storage sheds over 120 square feet, patio covers and gazebos, shall be charged a building permit fee based on Table 1-A below, and a plan review fee of 65% of the building permit fee.

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$50.00
\$501.00 to \$2,000.00	\$50.00 for the first \$500.00 plus \$5.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$125.00 for the first \$2,000.00 plus \$19.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$447.00 for the first \$25,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.

TOTAL VALUATION	FEE
\$50,001.00 to \$100,000.00	\$797.00 for the first \$50,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001 to \$500,000.00	\$1,247.00 for the first \$100,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$4,447.00 for the first \$500,000 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$7,947.00 for the first \$1,000,000.00 plus \$5.00 for each \$1,000.00 or fraction thereof.

Other Inspections and Fees:

(Applies to building, structural, electrical, mechanical and plumbing)

1. Inspections outside of normal business hours (min. charge-4 hours).....\$100.00 per hour *
2. Re-inspection fees\$100.00 per hour *
3. Additional review required by changes, additions or lost plans or plan review comment sheets on in house reviews.....\$100.00 per hour *
4. For use of outside consultants for inspections.....Actual costs **
5. Site plan review (or revision) for residential standard plan.....\$50.00 each
6. Review of deferred submittals (Submitted after initial plan review) in house.....\$175.00 per submittal
7. Review of deferred submittals (outside consultants).....Actual costs**
8. Request for Certificate of Occupancy for change of Use Group.....\$50.00
9. Replication of plans (when legally authorized).....Actual replication costs plus \$50.00
10. Annual renewal of standard pool plans.....\$50.00
11. Annual renewal of standard house plans.....\$100.00
12. Certificate of Occupancy for Residential.....\$50.00
13. Certificate of Completion for Commercial Shell Buildings.....\$100.00
14. Certificate of Occupancy for Commercial Buildings.....\$100.00
15. Certificate of Occupancy for Commercial Tenant improvement.....\$50.00
16. Model Home complex site plan review.....\$200.00
17. Expedited plan review of plans.....Double plan review fee
18. Work Commenced without permit.....Fees Doubled

*Or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**Actual costs include consultant's fees and city administration and overhead costs.

TABLE 1-B ELECTRICAL PERMIT FEES

Permit Issuance

For the issuance of each electrical permit.....	\$40.00
Multi-Family and Hotels/Motels per unit or per room.....	\$40.00

Temporary Power Service

Temporary Power Pole and Service.....	\$40.00
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Services

For services of 600 volts or less and not over 200 amperes in rating, each.....	\$40.00
For services of 600 volts or less and over 200 amperes to 1,000 amperes, each.....	\$80.00
For services over 600 volts or over 1,000 amperes in rating, each.....	\$200.00

Electrical services of 400 amperes or larger shall require plans with an approved engineer's seal.

TABLE 1-C MECHANICAL PERMIT FEES

Permit Issuance

For the issuance of each mechanical permit.....	\$40.00
Multi-Family and Hotels/Motels per unit or per room.....	\$40.00

Air Conditioning

Residential Single-Family (per unit, with or without duct work including associated electrical work).....	\$40.00
Other Than Residential Single-Family (per unit, without duct work).....	\$50.00
Other Than Residential Single-Family (per unit, with duct work).....	\$80.00

TABLE 1-D PLUMBING PERMIT FEES

Permit Issuance

For the issuance of each plumbing permit	\$40.00
Multi-Family and Hotels/Motels per unit or room.....	\$40.00

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

Sewers, Disposal Systems and Interceptors

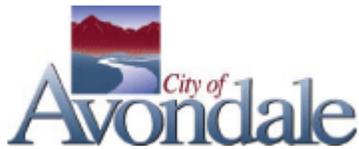
For each building sewer and each trailer park unit sewer.....	\$25.00
For each private sewage disposal system.....	\$75.00
For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	\$20.00
Rainwater systems—per drain (inside building).....	\$10.00

Miscellaneous

For each appliance or piece of equipment regulated by the Plumbing Code but not classed in any other categories or for which no other fee is listed in code	\$40.00
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Fee Refunds

Eligible refunds shall be determined by the Building Official and refunded at 80% of Building Permit fee and 100% of the development fees.



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1442-211 – Accepting an Easement and Agreement with Roosevelt Irrigation District for the 107th Avenue Improvement Project

MEETING DATE:

February 7, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting an easement to maintain and repair City improvements on Roosevelt Irrigation District (RID) land on 107th Avenue from Indian School Road to the RID Canal (Property), approve an Agreement with RID granting the City permanent access to the portion of the Property for the purpose of maintaining and repairing City improvements on the Property and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

BACKGROUND:

As a part of the FY10-11 Capital Improvement Program (CIP), the City plans to construct roadway improvements and install a median on 107th Avenue from Indian School Road to the RID Canal (see attached vicinity map). The street improvement project will be designed by staff. The west half of 107th Avenue within the project limits has deteriorated and the roadway will be removed and replaced. The east half of 107th Avenue within the project limits contains large cracks and the areas in and around the cracking will be replaced with new asphalt.

On December 6, 2010, Council approved Resolution 2936-1210 authorizing an Intergovernmental Agreement (IGA) between Tolleson Union High School District No. 214 and the City of Avondale for the construction and installation of a traffic signal at the school's northeastern driveway. The traffic signal will be installed in conjunction with the 107th Avenue project.

DISCUSSION:

The property along the eastside of 107th Avenue abutting the back of curb is owned by RID. In order for the City to construct and maintain traffic signal improvements, the City must obtain an easement from RID. The agreement will allow staff to maintain and repair all City owned facilities (sidewalk and traffic equipment) within the easement area.

BUDGETARY IMPACT:

The proposed easement with RID will have no budgetary impact on the City. Costs associated with the operation, repair and maintenance of City improvements will be funded through the City's budget.

The Tolleson Union High School District will reimburse the City the costs associated with the installation of the traffic signal at 107th Ave and Westview High School entrance. This includes the costs for equipment, installation, construction management and any required easements.

RECOMMENDATION:

Staff recommends City Council adopt an ordinance accepting an easement to maintain and repair City improvements on Roosevelt Irrigation District (RID) land on 107th Avenue from Indian School Road to the RID Canal (Property), approve an Agreement with RID granting the City permanent access to the portion of the Property for the purpose of maintaining and repairing City improvements on the Property and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

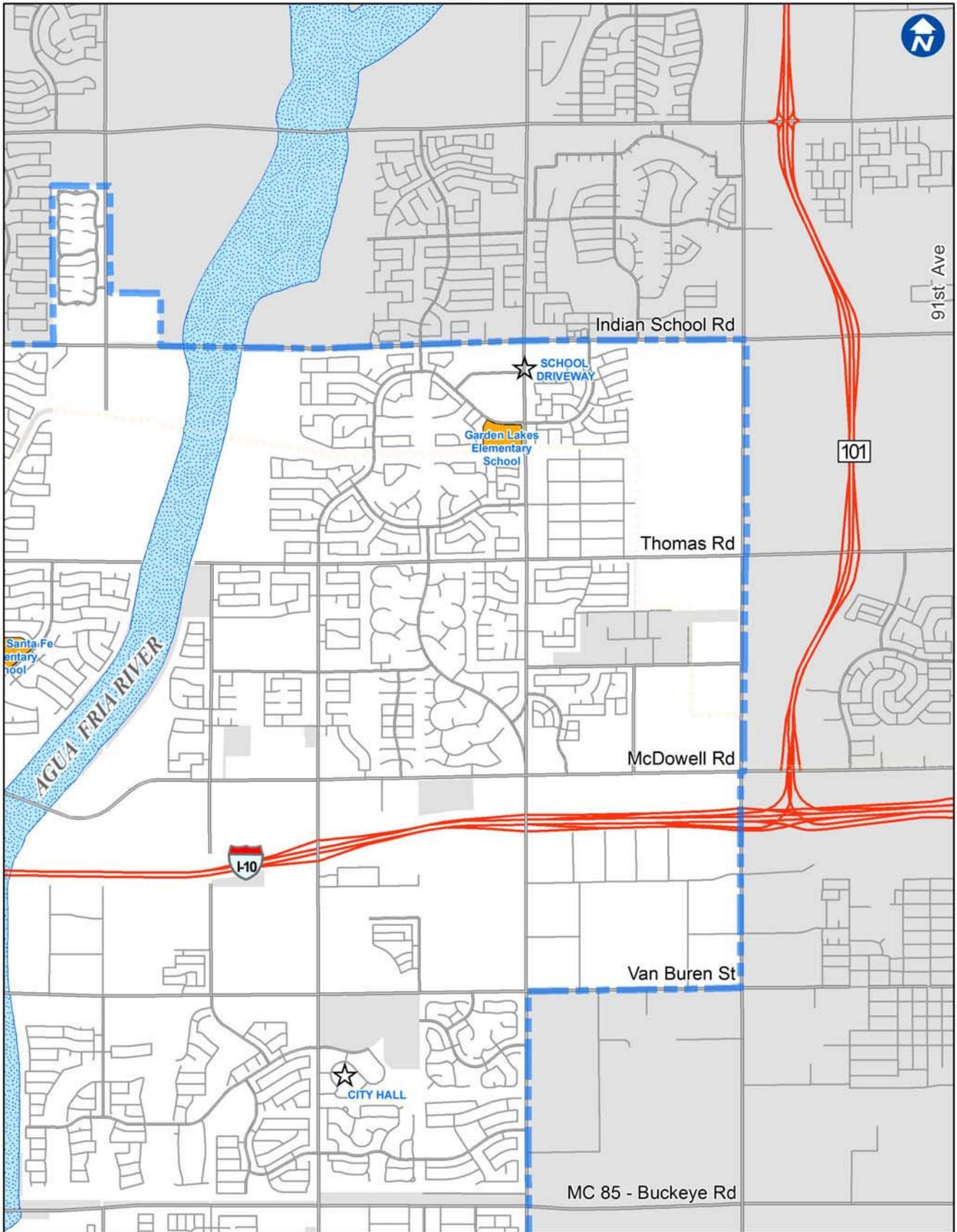
ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [Ordinance 1442-211](#)

VICINITY MAP



CITY OF AVONDALE

ORDINANCE NO. 1442-211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY TO BE USED AS A PERPETUAL EASEMENT.

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

SECTION 1. A perpetual easement for the purpose of constructing, maintaining and repairing City of Avondale (the "City") improvements on real property in the form attached hereto as Exhibit 1 and incorporated herein by reference (the "Easement"), over \pm 0.0206 acres of real property, generally located south of Indian School Road and east of 107th Avenue, as more particularly described and depicted in Exhibit A to the Easement is hereby accepted by the City from the Roosevelt Irrigation District.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 7, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 1442-211

[Agreement and Perpetual Easement]

See following pages.

When recorded please return to:

Jake D. Curtis
Burch & Cracchiolo, P.A.
P.O. Box 16882
Phoenix, AZ 85011

**AGREEMENT AND PERPETUAL EASEMENT
TO CONSTRUCT, MAINTAIN AND REPAIR CITY IMPROVEMENTS ON
ROOSEVELT IRRIGATION DISTRICT LAND**

THIS AGREEMENT AND PERPETUAL EASEMENT TO CONSTRUCT, MAINTAIN AND REPAIR CITY IMPROVEMENTS ON ROOSEVELT IRRIGATION DISTRICT LAND is made between THE ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation (hereinafter the "DISTRICT") and THE CITY OF AVONDALE, an Arizona municipal corporation (hereinafter "GRANTEE").

"DISTRICT"

Name: ROOSEVELT IRRIGATION DISTRICT
Address: 103 West Baseline Road, Buckeye, Arizona 85326
Phone: (623) 386-2046 Fax: (623) 386-4360
Representative: Mr. Stan Ashby, Superintendent

"GRANTEE"

Name: City of Avondale
Address: 11465 West Civic Center Drive, Avondale, Arizona 85323
Phone: (623) 333-1000 Fax: (623) 333-0100
Representative: Mr. Charlie McClendon, City Manager

DISTRICT LAND (the "PROPERTY"):

A portion of that certain real property described in that Warranty Deed recorded in Book 215 of Deeds, pages 413-414, of the Official Records of Maricopa County, Arizona on December 14, 1927 at Document No. 19270007249, more particularly described in Exhibit "A" attached hereto and incorporated herein.

RECITALS:

- A. The DISTRICT holds title to certain real PROPERTY located in Maricopa County, Arizona. The PROPERTY may be used by the DISTRICT as CC2 Canal or for other irrigation-related uses and may contain various facilities, utilities and improvements related thereto.

- B. The Parties acknowledge that the general purpose of this AGREEMENT is to grant the GRANTEE a perpetual easement over a portion of the PROPERTY for the purpose of constructing, maintaining and repairing City improvements on the PROPERTY in accordance with the terms and conditions herein contained.
- C. GRANTEE and the DISTRICT desire to enter into this AGREEMENT, which authorizes GRANTEE permanent access to the portion of the PROPERTY for the purpose of constructing, maintaining and repairing City improvements on the PROPERTY within the specific and limited area defined by this AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. The DISTRICT hereby grants to the GRANTEE, its contractors, successors, assigns, lessees, invitees and agents a perpetual non-exclusive easement upon, in, over and across a portion of the PROPERTY (hereinafter "Easement Area") which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference for the purpose of allowing the GRANTEE, its successors, assigns and/or designees to construct, maintain and repair City improvements in the Easement Area and for other purposes reasonably related thereto. All costs incurred in performing such maintenance and/or repair shall be borne solely by the GRANTEE, its successors and/or assigns, and the GRANTEE, its successors and/or assigns shall have no right to recover such costs from the DISTRICT. The GRANTEE agrees to keep the Easement Area in proper maintenance and repair and in compliance with DISTRICT and/or City of Avondale requirements provided however, that such maintenance and/or repair shall not materially interfere with the DISTRICT'S operation, maintenance and repair of its facilities. Upon completion of the work, GRANTEE shall return the PROPERTY to the same or better condition as it was in prior to the commencement of the work. The Parties expressly understand and agree that this AGREEMENT does not grant or convey to members of the general public any right, title, interest in or to the Easement Area. This AGREEMENT is created solely for the consideration and values set forth above and reserves the ownership of the fee simple estate to the DISTRICT, its successors and/or assigns.
2. The DISTRICT hereby bestows to GRANTEE a non-exclusive license for ingress and egress upon the PROPERTY in connection with the foregoing easement to maintain and repair City improvements in the Easement Area as is deemed necessary, provided however, that GRANTEE's use of this license does not materially interfere with the DISTRICT's operation, maintenance or repair of its facilities.
3. The Parties agree that the DISTRICT or its successor and/or assign may use the Easement Area for all lawful uses, in any manner not inconsistent with the DISTRICT's rights under this AGREEMENT. Such uses may include, but are not limited to, placement of asphalt, cement curbing, appropriate landscaping, structures, wells, utilities and other irrigation purposes.
4. GRANTEE understands, acknowledges, and agrees that the DISTRICT shall be fully compensated for any and all costs incurred by the DISTRICT in association with any maintenance and/or repair of the Easement Area or for any cost, fee and/or expense

associated therewith. These costs may include, but are not limited to: project coordination; engineering review of plans and specifications; construction coordination and/or observation; contract administration; right-of-way research, description, appraisals, and negotiations; legal fees; project administration.

5. If the GRANTEE, its successors and/or assigns, defaults under any of the terms of this AGREEMENT, and provided the DISTRICT is not in default hereunder, the DISTRICT shall deliver written notice of such default to the GRANTEE. Such written notice shall specify, in reasonable detail, the reasonable basis for the DISTRICT's determination that the GRANTEE has defaulted and shall provide the GRANTEE with a period of thirty (30) days after receipt of written notice to cure such default (the "Cure Period"), provided however, if the nature of the default is such that the default cannot reasonably be cured within thirty (30) days, the Cure Period shall be deemed extended for a reasonable period of time, but in no event longer than an additional thirty (30) days for a total of sixty (60) days, so long as the GRANTEE is proceeding in good faith and with due diligence to cure such default. If the default is not cured within the Cure Period, then the DISTRICT shall have the right (but not the obligation) to terminate this AGREEMENT or to file an action for specific performance.
6. To the extent permitted by law, GRANTEE hereby releases the DISTRICT and agrees to indemnify, defend and hold the DISTRICT harmless for, from and/or against any and all claims for damages arising from or in any way incident to the occupation of, construction on, maintenance of or repair of the Easement Area by the GRANTEE or their respective successors, assigns, licensees, invitees, contractors, employees or agents. The DISTRICT hereby releases GRANTEE and agrees to indemnify, defend and hold GRANTEE harmless for, from and/or against any and all claims for damages that are proximately caused by the DISTRICT's negligence, willful or intentional misconduct, fraud or the breach by the DISTRICT of the terms of this AGREEMENT.
7. GRANTEE understands, acknowledges, and agrees that there may be no practical means and/or method available for the DISTRICT to accommodate an interruption of water deliveries from the CC2 Canal, and/or the cessation of water flow within the CC2 Canal, except during the DISTRICT'S scheduled annual dry-up period. GRANTEE further acknowledges and agrees that any and all decisions regarding the alteration and/or cessation of flow within the CC2 Canal are solely at the discretion of the DISTRICT. In the event that the construction, maintenance and/or repair of the Easement Area described in Exhibit "A" requires an alteration and/or cessation of flow within the CC2 Canal, GRANTEE acknowledges that such work may need to be completed only during the DISTRICT'S annual dry-up period.
8. GRANTEE understands and agrees that in the event of an emergency, the DISTRICT shall have the right to alter, relocate or remove any facilities installed for the benefit of GRANTEE. In such event, the DISTRICT shall have no obligation to reinstate or reconstruct such facilities; provided, however, that any such facilities that are negligently damaged by the DISTRICT in the event of such an emergency shall be reinstated or reconstructed by the DISTRICT. To the extent possible, the DISTRICT shall notify as soon as reasonably possible GRANTEE'S traffic operations staff of any such emergency and the need to alter, relocate or remove any facilities installed for the benefit of GRANTEE. The DISTRICT shall further, to the extent possible, endeavor to effect repairs to DISTRICT facilities in such a manner as to not alter, relocate or remove any facilities installed for the benefit of GRANTEE. Notwithstanding anything in this Section to the contrary, GRANTEE shall have

the right to reconstruct such facilities in either the original location or at such reasonable alternative location designated by mutual agreement of the Parties, immediately upon the cessation of the emergency.

9. GRANTEE shall keep the PROPERTY and/or Easement Area free and clear of any or all liens, including, but not limited to, mechanics and materialmen's liens relating to the work contemplated hereby.
10. GRANTEE, its successors, employees, contractors, tenants, agents and/or assigns, shall not unreasonably interfere with, impair, obstruct, or damage the DISTRICT's operation, maintenance, inspection and/or repair of the DISTRICT's facilities within the PROPERTY. At least seventy-two (72) hrs prior to time GRANTEE commences any construction or facilities repair projects within the Easement Area, GRANTEE shall provide written notice (in compliance with paragraph 16 herein) to the DISTRICT, informing the DISTRICT of GRANTEE's intended start date and the anticipated duration of the project. GRANTEE shall not commence construction or repair work until GRANTEE has received the DISTRICT's written approval. GRANTEE may not enter the Easement Area for construction or repair work without first obtaining a Right-of-Way Crossing Permit from the DISTRICT. GRANTEE is not required to notify the DISTRICT or obtain a Right-of-Way Crossing permit for routine maintenance CITY improvements within the Easement Area. In the event emergency maintenance or repairs to City improvements are necessary, GRANTEE may enter the Easement Area to perform same without prior notification to DISTRICT, and GRANTEE shall provide written notice as soon as reasonably possible to the DISTRICT of such emergency maintenance or repair work by GRANTEE.
11. Notwithstanding anything contained herein to the contrary, nothing contained in this AGREEMENT shall be construed as consent by the DISTRICT to any expansion of the Easement Area beyond the stated limits as set forth in Exhibit A. Any such modification to, or enlargement of, the Easement Area shall require a new AGREEMENT to be executed by the parties.
12. The DISTRICT and/or GRANTEE shall provide written notification of assignment of AGREEMENT to successors and/or assigns to the respective party. Assignment of AGREEMENT to successors and/or assigns includes, but is not limited to, the easements and maintenance/repair obligations contained herein. The District and/or GRANTEE shall provide a copy of such assignment to the respective party. Upon the District and/or GRANTEE's assignment of this AGREEMENT to its successors and/or assigns, its successors and/or assigns shall not transfer or assign any portion of this AGREEMENT to any person or entity without prior express written consent of the respective party. The successors and/or assigns may transfer or assign this AGREEMENT, including the respective rights and obligations created herein, to a related entity provided that notice of such transfer or assignment is provided to the other parties at least thirty (30) days prior to such transfer or assignment.
13. GRANTEE understands and acknowledges the DISTRICT'S, and all of its agents', right to construct, maintain, and operate canal facilities over and/or under the Easement Area described in Exhibit "A".

14. This AGREEMENT, including, but not limited to, the easement granted herein shall run with the land and shall be perpetual in nature, and the benefits and burdens herein contained shall inure to and bind the Parties' respective successors, and assigns.
15. All notices, requests, demands or other communications ("Notices") required by this AGREEMENT shall be in writing and served by personal delivery or deposited with the U.S. Postal Service, registered or certified mail, return receipt requested, with proper postage affixed, addressed and directed to the party to receive the same as follows:

If to the DISTRICT: Roosevelt Irrigation District
Attn: Mr. Stan Ashby
103 W. Baseline Road
Buckeye, AZ 85326

With a copy to: Burch & Cracchiolo, P.A.
C/o: Jake D. Curtis
702 E. Osborn, Suite 200
Phoenix, AZ 85014
Fax: (602) 240-3823

If to GRANTEE: City of Avondale
Attn: Charles P. McClendon
11465 West Civic Center Drive
Avondale, AZ 85323
Fax: (623) 333-0100

With a copy to: Gust Rosenfeld P.L.C.
Attn: Andrew J. McGuire, Esq.
One East Washington Street
Suite 1600
Phoenix, AZ 85004-2553
Fax: (602) 254-4878

All Notices shall be deemed effective on the date and time of actual receipt. Any party may designate a different person or entity or change the place to which any Notice shall be given as herein provided, which Notice shall be effective after the same is actually received by the other party. Any Notice to be given by any party herein may be given by the counsel for such party.

16. Any party may enforce this AGREEMENT by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees, costs and expenses of enforcing its rights hereunder. This AGREEMENT contains the entire AGREEMENT between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding on either party except to the extent incorporated in this AGREEMENT. Any modification of this AGREEMENT or additional obligation assumed by either party in connection with this AGREEMENT shall be binding only if evidenced in writing and signed by each party. This AGREEMENT shall be construed in accordance with the laws of the State of Arizona. Each party to this AGREEMENT hereby consents to and subjects itself to the jurisdiction of the courts of competent jurisdiction of the State of Arizona with respect to any claim or proceeding

relating to this AGREEMENT and agrees that the venue of any action or proceeding relating to this AGREEMENT shall lie exclusively in the Superior Court of Maricopa County, Arizona.

17. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this AGREEMENT shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.
18. This AGREEMENT may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. The parties authorize each other to attach all such signature pages to a single document so that the signatures of all parties will be physically attached to the same document for recording.
19. This AGREEMENT may be cancelled by either party pursuant to the provisions of ARIZ REV. STAT. § 38-511.
20. The acceptance date of this AGREEMENT shall be the day which the last party executes the AGREEMENT.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

Counsel Accepted:

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

THE CITY OF AVONDALE,
an Arizona municipal corporation

Title: _____

Title: City Manager _____

By: _____

By: Charles P. McClendon _____

Its: _____

Date: _____

Date: _____

ATTEST:

Carmen Martinez, City Clerk

ACKNOWLEDGMENT BY DISTRICT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by _____, the _____ of the Roosevelt Irrigation
DISTRICT on behalf of said corporation.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT BY GRANTEE

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by _Charles P. McClendon_, the _City Manager_____ of the GRANTEE, on behalf
of the City of Avondale.

Notary Public

My Commission Expires:

EXHIBIT "A"

Legal Description

Easement Area for Maintenance and Repair of City Improvements on Roosevelt
Irrigation District Land

EXHIBIT "A"
CITY OF AVONDALE
WEST VIEW HIGH SCHOOL TRAFFIC SIGNAL EASEMENT OVER
ROOSEVELT IRRIGATION DISTRICT PROPERTY
LEGAL DESCRIPTION
December 17, 2010

An easement situated in a portion of the Northwest quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 29, from which the West quarter corner thereof bears South 01 degrees 38 minutes 20 seconds East a distance of 2675.05 feet;

Thence along the west line of said Northwest quarter, South 01 degrees 38 minutes 20 seconds East a distance of 734.23 feet;

Thence leaving said west line, North 88 degrees 21 minutes 40 seconds East a distance of 33.00 feet to the east line of the west 33.00 feet of said Northwest quarter, being the **POINT OF BEGINNING**;

Thence North 88 degrees 21 minutes 40 seconds East a distance of 9.00 feet;

Thence South 46 degrees 29 minutes 04 seconds East a distance of 11.17 feet;

Thence South 43 degrees 30 minutes 56 seconds West a distance of 13.33 feet;

Thence South 01 degrees 40 minutes 01 seconds East a distance of 25.22 feet;

Thence North 88 degrees 19 minutes 59 seconds East a distance of 2.06 feet;

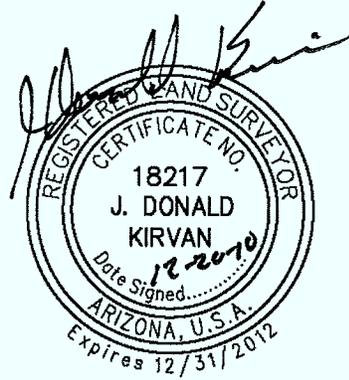
Thence South 01 degrees 38 minutes 18 seconds East a distance of 51.92 feet;

Thence South 88 degrees 25 minutes 25 seconds West a distance of 9.50 feet to the east line of the west 33.00 feet of said Northwest quarter;

Thence along said east line, North 01 degrees 38 minutes 20 seconds West a distance of 94.45 feet to the **POINT OF BEGINNING**.

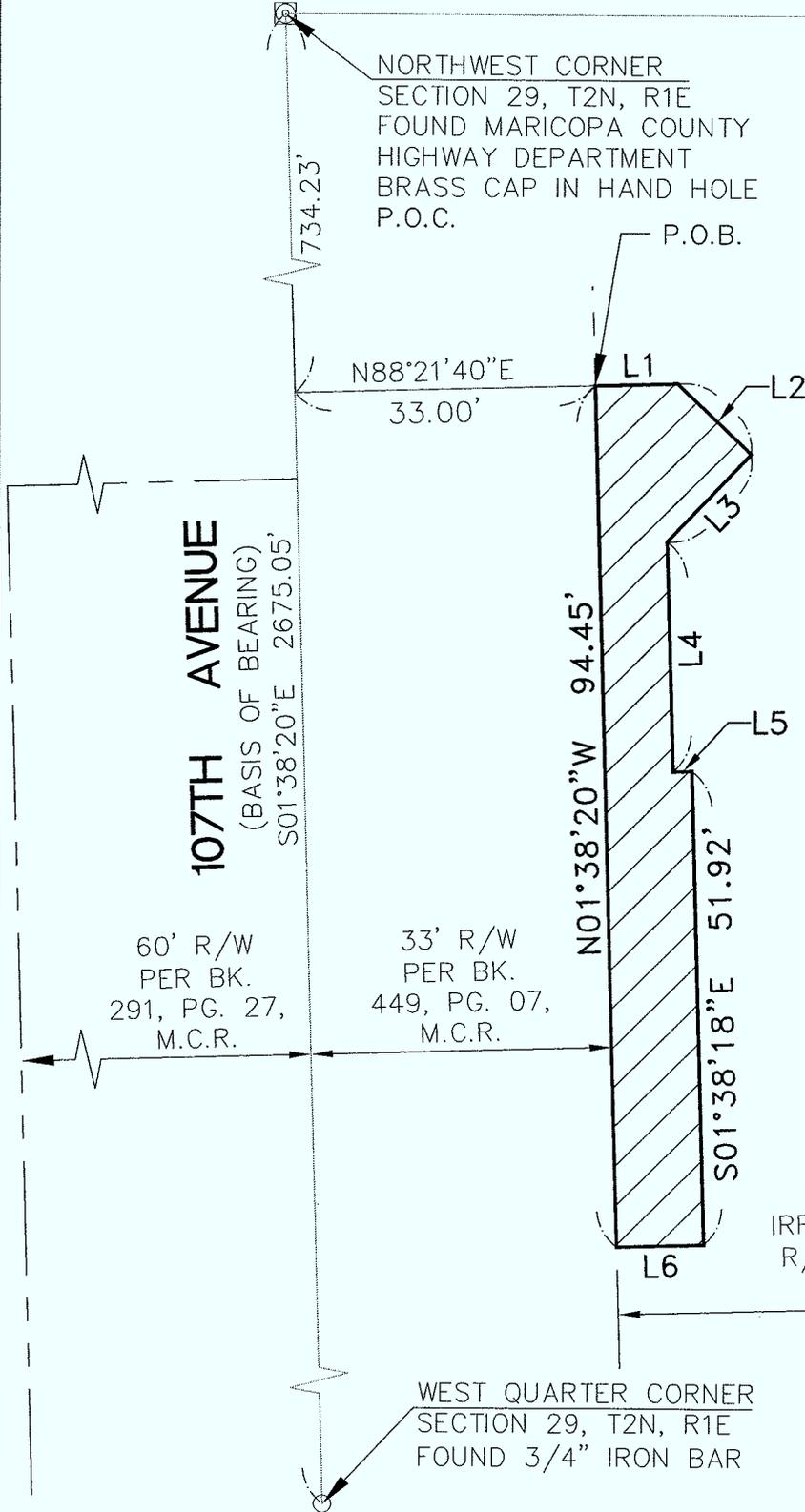
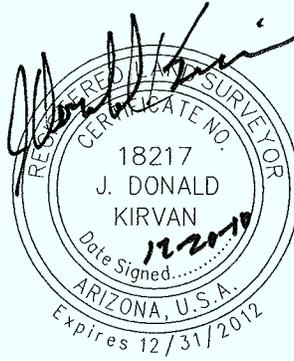
The above described parcel contains 897 Square Feet (0.0206 acres) more or less.

Prepared by: HilgartWilson
1661 East Camelback Road
Suite 275
Phoenix, AZ
Job No. 1034
December 17, 2010



INDIAN SCHOOL ROAD

NORTHWEST CORNER
SECTION 29, T2N, R1E
FOUND MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HAND HOLE
P.O.C.



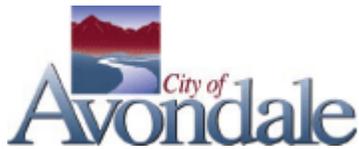
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°21'40"E	9.00'
L2	S46°29'04"E	11.17'
L3	S43°30'56"W	13.33'
L4	S01°40'01"E	25.22'
L5	N88°19'59"E	2.06'
L6	S88°25'25"W	9.50'

65' ROOSEVELT
IRRIGATION DISTRICT
R/W PER BK. 449,
PG. 07, M.C.R.

WEST QUARTER CORNER
SECTION 29, T2N, R1E
FOUND 3/4" IRON BAR

SITE CONTAINS 897 S.F. OR
0.0206 ACRES MORE OR LESS.

PROJ.#:	1034	CITY OF AVONDALE WEST VIEW HIGH SCHOOL TRAFFIC SIGNAL OVER ROOSEVELT IRRIGATION DISTRICT PROPERTY	hilgartwilson ENGINEERS • PLANNERS • SURVEYORS
DATE:	12/17/10		
SCALE:	N.T.S.	EXHIBIT "A"	2390 E. CAMELBACK RD., STE. 403 PHOENIX ARIZONA PH 602-490-0535 FAX 602-325-0161
DRAWN BY:	JDL		
CHECKED BY:	JDK		



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1443-211 - Authorizing the sale of 103
W. Elm Lane

MEETING DATE:

February 7, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this item is to request that the City Council adopt an ordinance authorizing the sale of real property located at 103 West Elm Lane, Avondale, Arizona (APN # 500-57-204) to David Foster for \$3,500. Mr. Foster owns the property at 105 West Elm Lane which lies to the immediate west of the subject property.

BACKGROUND:

The City acquired the 6,016 square foot lot and manufactured home on March 17, 2006 and subsequently demolished the existing home. The acquisition was for the purpose of mitigating a street drainage issue that resulted in occasional flooding of nearby properties in the Wigwam Country Estates subdivision. A subsequent engineering study provided an alternate solution which did not require use of the lot. This street improvement project was completed in 2010.

DISCUSSION:

The City must regularly incur costs to keep the lot free of weeds. In addition, there are no plans to improve the lot. A recent appraisal valued the lot at \$3,500. Property owners on the immediate west and east of the property were offered the opportunity to purchase the lot. The property owner at 101 W. Elm Lane declined. Any construction or improvements on the lot must comply with all appropriate zoning and construction regulations.

BUDGETARY IMPACT:

The City will receive \$3,500 for the land.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance authorizing the sale of real property located at 103 West Elm Lane in Avondale (APN # 500-57-204) to David Foster for \$3,500 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Ordinance 1443-211](#)

ORDINANCE NO. 1443-211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SALE OF CERTAIN REAL PROPERTY, GENERALLY LOCATED SOUTH OF ELM LANE, WEST OF CENTRAL AVENUE.

WHEREAS, the City of Avondale (the “City”) is the owner of a ± 0.138 acre parcel of real property situated within Maricopa County, Arizona, being a portion of Maricopa County Assessor’s Parcel No. 500-57-204, generally located south of Elm Lane, west of Central Avenue, (the “Property”) as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interests may require; and

WHEREAS, the Council of the City of Avondale desires to sell whatever right, title, or interest it has in the Property and an offer has been made for the purchase of Property.

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

SECTION 1. The sale of the Property is hereby approved.

SECTION 2. The Mayor, the City Manager, the City Attorney and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 7, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

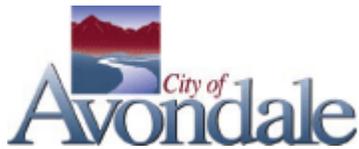
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1443-211

[Legal Description of Property]

Legal Description

Lot 87, of Wigwam Country Estates, according to Book 262 of Maps, Page 8, records of Maricopa County, Arizona.



CITY COUNCIL REPORT

SUBJECT:
Library Update 2011

MEETING DATE:
February 7, 2011

TO: Mayor and Council
FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will provide the City Council with an update regarding the programs and activities at the City of Avondale Libraries.

BACKGROUND:

The Avondale Public Library is a system with two library branches, the Civic Center Library in the Avondale Civic Center complex and the Sam Garcia Western Avenue Library, located in Old Town Avondale. Both libraries seek to connect our community with people, resources, knowledge, and services to enrich, inspire and empower.

The Civic Center Library opened on March 31, 2007 and the Sam Garcia Western Avenue Library opened on October 10, 2008. The Sam Garcia Library replaced the original Old Town Library. This report will provide City Council with an update on the current and future operations and planning of the Avondale Library System.

DISCUSSION:

Operations

Both library branches are important hubs for our community. They draw residents not only from Avondale but from many of our surrounding communities. Out of the active 27,180 registered borrowers, only 55% live in Avondale. The libraries bring in a significant number of residents from other municipalities including: Phoenix (1,518), Goodyear (4,812), Buckeye (1,229), Litchfield Park (527) and Tolleson (2,028).

The Avondale Library system offers approximately 100,000 (96,383) items for check out, 80 public computers, numerous programs for children, teens and adults, and outreach to schools and homebound seniors. The libraries also offer do-it-yourself services to library patrons. Both libraries are equipped with self-check in and out machines which reduce the time patrons spend standing in line to check out materials, give them more independence checking materials out and give staff more time to handle customer service issues at the desk. Avondale Libraries are open 6 days a week: Monday through Thursday from 10:00 am - 7:00 pm, Friday and Saturday from 10:00 am - 5:00 pm, and closed on Sundays. The Library system employs 6 full-time and 18 part-time staff members. There are 27,180 current registered borrowers and material circulation is close to 400,000 items per year.

Active citizen participation is also very important to the Library system. There are active volunteers that contribute a total of 259 volunteer staff hours to the libraries. These volunteers are critical to our operations and are very valued as they perform numerous tasks that enhance our programs and activities.

The Library Advisory Board gives thoughtful and meaningful guidance to the library, and the relationship with our Friends of the Avondale Library, a 501C3 organization, will enhance our grant writing and community outreach activities. The very successful writer's workshop was developed in partnership with the Friends of the Library and the Avondale Writers Workshop.

The library will continue to expand partnerships in the community. Current partnerships and initiatives exist with the following groups: Art League West, West Valley Writers Workshop, Southwest Valley Literacy, Neighborhood and Family Services, Youth Commission, Friends of the Avondale Library, local school districts, Boys and Girls Club, Girl Scouts and Boy Scouts and Avondale Merchants Association.

Future Programs and Initiatives

Technology

Both libraries are equipped with up to date technology. However, staff recognizes the need to stay relevant with the trend toward increased use of technology outside of the library. Investing in our future requires us to take the leap into new areas, new partnerships, and the embracing of enhanced technology needs of library patrons.

Downloadable content whether it be books, music, or video is only going to grow in popularity, therefore, a significant portion of our materials budget will be directed towards purchasing these resources, while maintaining a balance of materials for all patrons - those who love our physical books, movies and music, and those that prefer electronic. The following areas highlight some of the key future technology initiatives for the Avondale Library System.

Library Mission:

Our mission as a library system is to connect our community with people, resources, knowledge, and services to enrich, inspire and empower. Although technology is taking on a greater priority, the mission is the same. The difference will be in future planning for the library in terms of materials, programs and access. The future of Avondale libraries is in technology. The increase in the use of technology in libraries is a national phenomenon.

Avondale is not different in this regard. Patron use of technology has increased steadily over this last year in part due to economic woes - the use of our in-house computers to pay bills, write resumes, search for employment, operate businesses and communicate with friends and families. Avondale patrons are also expecting more from our presence on the Web. This is evidenced by huge increases in our online catalog use - patron visits to our online catalog increased 350% from 2009 to 2010. Patrons' requests are increasing for digital books, music, and video. Our delivery systems will need to be compatible for traditional, web based, and other electronic medium.

Goal: Develop a materials budget that includes a balance of traditional and electronic mediums without any significant budget increases.

EBooks:

The interest in E-book technology is growing among Library staff, customers, authors, publishers, and vendors. Currently there is only one vendor (Overdrive) that provides popular fiction to libraries in the e-book format, but other vendors are developing this product for libraries. Avondale library staff has already begun training on e-book technology and have offered training classes to the community and will train city staff on the technology as well.

The Arizona State Library Association (AZLA) sponsored education for librarians to learn about e-book technology. As part of the training the City of Avondale Library received the following equipment to use and add to the Library inventory: two (2) iPads, two (2) Sony Readers, One (1) Nook, and One (1) Kindle.

E-Books Goal: Continue to develop an E-Book inventory and expand training and development for staff and patrons.

E-Rate:

The E-Rate grant program is a federally funded program that reimburses schools and libraries for portions of the costs of connectivity and operations of internet and phone systems. The E-rate program is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The program was set up in 1997 when the Federal Communications Commission (FCC) adopted a Universal Service Order implementing the Telecommunications Act of 1996. The Order was designed to ensure that all eligible schools and libraries have affordable access to modern telecommunications and information services.

Up to \$2.25 billion annually is available to provide eligible schools and libraries with discounts under the E-rate program for authorized services. The E-rate provides discounts of 20 percent to 90 percent for eligible telecommunications services, depending on economic need and location of the Library. The level of discount is based on the percentage of students eligible for participation in the National School Lunch Program or other federally approved alternative mechanisms. The potential City of Avondale Library reimbursement is \$11,000 annually.

City staff is currently working with consultants supplied through the program to develop and submit the City of Avondale application.

E-Rate Goal: Complete the application for the current year and continue to apply annually.

Technology Librarian:

The City of Avondale Information Technology department currently provides all technology support for the Avondale Library System. However, the trend toward increased technology needs within the library system will require the library staff to gain more knowledge and experience with library centered technology.

Libraries are researching the use of an expanded position called a technology or systems librarian. The technology librarian would manage all library systems including the library catalogs, electronic research databases and the website of the library. The technology librarian would also coordinate with the IT department on any upgrades and new features to systems

This position would enhance staff support and training, creates online services for specific purposes such as subject guides, periodicals search and online tutorials provide the necessary support for library equipment, and answer technology based questions for staff and patrons. City IT staff are not available on site for customer inquiries during all library hours of operation.

Technology Librarian Goal: Convert an existing Librarian position into the technology librarian position

Community Initiatives

Small Business Support

The library is a sought after community resource for people looking to broaden their knowledge on topics ranging from starting a business to business taxes. It is important to provide the resources and connections to those taking the step to succeed in their own business. Library staff are working on small business focused databases and links to external websites with information, business plans, and business development forms to support small business owners. Library staff is also developing connections with the local business community through the help of Ruth Clark, Avondale Old Town Business Development Specialist.

Staff will also submit a grant proposal for the Broadband Technology Opportunities Program grant (BTOP). The BTOP grant will provide the library with 10 laptop computers and staff to provide job seekers and entrepreneurs with assistance, targeted resources, and longer periods of uninterrupted computer time to complete job searches, resumes, and unemployment forms. The grant also supports the development of programs that will enhance the skills and abilities needed to launch or grow a small business.

Small Business Support Goals:

1. Complete the small business information services initial phase by June 2011
2. Conduct a focus group with members of the small business community, Economic Development, and the Chamber of Commerce to enhance the programs and information for the small business community at the libraries.
3. Submit grants for assistance in funding business development programs through the library.
4. Submit the Broadband Technology Opportunities Program (BTOP) grant during the current cycle

Early Release Day Initiatives

Staff from PRLD, NFSD and the Boys and Girls club, led by Chris Lopez, City of Avondale Youth Coordinator, has developed a series of free programs and activities for Avondale children on Wednesdays at the Sam Garcia Library and the Boys and Girls Club. Wednesday is the local schools' early release days and there have not been many activity options for the children on that day and many of the children were congregating along Western Avenue. The program provides programming and activities that include, play, reading, arts and crafts, and performance art. The programming began in January of this year.

Papa John's Pizza and Food City have agreed to sponsor a portion of the Wednesday Western Avenue Community Program on the first Wednesday of each month. Food City will provide drinks and Papa John's Pizza will provide pizza once per month to youth attending the event.

Library Card Program

The current supply of library cards needs to be replenished. The City of Avondale Library Division is hosting a contest to allow residents to participate in the design of the new library card. One winning design will be chosen to represent each of the following groups: Children (5 - 12), Young Adults (13 - 18), Adults and our Friends of Avondale Library.

Every resident can participate in the project and all artwork must be original. Entries can be digital photos or hand-drawn artwork. The contest is also a fund raiser. The newly-designed cards will be available for purchase for a nominal fee; proceeds raised will benefit library programs and activities and the non-profit Friends of Avondale Libraries. Standard cards will remain available at no charge.

Art Gallery

The City of Avondale and Art League West have entered into a partnership to display art in the Civic Center City Hall Lobby and the new Civic Center Library Art Gallery. Both sites will feature rotating art from local artists. Both sites will begin displays on February 14, 2011. There will be an opening reception on Saturday, February 15 from 4:00 - 6:00 pm at the Civic Center Library, sponsored by ALW.

The goal of the Art initiative is to provide a venue for local artists to display their work. The City Hall displays will feature work that is aesthetically compatible with the City Hall decor and the Civic Center Library display will be an art gallery format located in the renovated vending area.

BUDGETARY IMPACT:

For information only. There is no budgetary impact for this item.

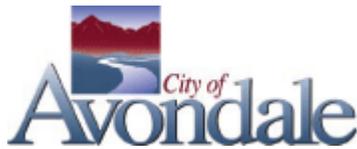
RECOMMENDATION:

For information only. The purpose of this report is to provide the City Council with an update on the programs and activities of the City of Avondale Libraries. No action is required.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Site Plan Approval Process

MEETING DATE:
February 7, 2011

TO: Mayor and Council
FROM: Sue McDermott, Development Services Director/City Engineer (623) 333-4211
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Section 1 of the Zoning Ordinance includes details on the procedures for the site review process. During this evening's work session, staff wishes to discuss this process with the City Council and provide information from other jurisdictions' site plan review processes.

DISCUSSION:

Zoning Ordinance Section 106, Site Plan Review, establishes the review, approval, and appeal process for Site Plans. As written, this section assigns the authority to approve Site Plans to a site plan review committee comprised of City staff members. For several years until the adoption of the amended Planned Area Development Zoning District (Zoning Ordinance Section 6), Site Plans for properties zoned PAD were required to be presented to the Planning Commission for recommendation and to the City Council for approval. This text was removed from Section 6 in 2009 in anticipation that all site plan process information would be consolidated into an amended Section 1, Administration and Procedures. Although the text has been removed, it has remained City policy for Site Plans for properties zoned Planned Area Development (PAD) to be brought forward to both the Planning Commission and City Council.

At the City Council Work Session on January 10, 2011, Economic Development Director Dan Davis highlighted the potential economic benefits of expediting development approval processes. By administratively approving all Site Plans, including Site Plans for properties zoned PAD, the two months devoted to preparing items for Planning Commission and City Council could be eliminated. Throughout the development community, reducing review times is viewed as a significant incentive to developing in a particular location.

Within the Phoenix region, several cities have eliminated Planning Commission and City Council reviews for Site Plans while others have requirements similar to Avondale's where PAD Site Plans are still required to proceed through Planning Commissions and City Councils (Exhibit A). The findings can be simplified, as follows:

- Cities/Towns where all Site Plans are administratively approved (approved by staff): Chandler, Gilbert, Glendale, Goodyear, Peoria and Phoenix.
- Cities/Towns where only PAD Site Plans require City Council approval: Avondale, Mesa, Surprise
- Cities/Towns where only Master Site Plans require City Council approval: Buckeye, Scottsdale
- Cities/Towns where certain Site Plans require approval of boards or commissions, but not City Council: Tempe, Gilbert

Avondale continues to search for competitive advantages over surrounding municipalities to attract new business and construction activity to the City. The sole purpose of tonight's discussion is to consider the positive economic impacts of reducing development process time frames by revising our policy by making all Site Plans administrative approvals.

RECOMMENDATION:

Staff is requesting City Council direct staff to amend the Site Plan process to allow for administrative approval of all Site Plans as part of the upcoming amendment to Zoning Ordinance Section 1, Administration and Procedures. This item is for City Council discussion only. No formal action is required.

ATTACHMENTS:

Click to download

 [Exhibit A - Comparison of Valley Cities Site Plan Approval Bodies](#)

Site Plan Review – Approval Body

Municipality	Process Name	Administrative	Other Committee	Planning Commission	City Council
Avondale	Site Plan	X (Minor)			X (Major-PAD)
Buckeye	Site Plan	X		X	X (Master Site Plans)
Chandler	Site Development Plan	X			
Gilbert	Design Review	X	X (DRB)		
Glendale	Design Review	X			
Goodyear	Site Plan	X			
Mesa	Site Plan Review	X (minor)		X (Major)	X (Accompanied with PAD Zoning)
Peoria	Site Plan	X			
Phoenix	Development Review	X			
Scottsdale	Site Plan	X (Minor)	X (DRB)	X	X (master site plans)
Surprise	Site Plan	X (Minor)		X	X (PAD only)
Tempe	Development Review	X (Minor)		X (Development Review Commission)	