



CITY COUNCIL AGENDA

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

REGULAR MEETING
March 21, 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 SCHEDULED PUBLIC APPEARANCES

a. Mr. Michael Stull, Manager of Government Relations for Cox Communications

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. **APPROVAL OF MINUTES**

1. Work Session of March 7, 2011
2. Regular Meeting of March 7, 2011

b. **TELE-TRACK WAGERING FACILITY PERMIT APPLICATION - SCREWBALLS WINGS PIZZA AND THINGS**

City Council will consider a request from Mr. Tracy Custar for a Tele-Track Wagering Establishment Permit at Screwballs Wings Pizza and Things located at 965 E Van Buren Street #123-125 in Avondale. The Council will take appropriate action.

c. **FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT – LEE ENGINEERING, L.L.C.**

City Council will consider a request to approve the First Amendment to the Professional Services Agreement with Lee Engineering, L.L.C. to provide additional design services for the Avondale Transportation Plan and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. **ORDINANCE 1451-311 - AMENDMENT TO AVONDALE CITY CODE, CHAPTER 20, ALARM SYSTEMS**

City Council will consider an ordinance amending the Avondale City Code, Chapter 20, Article III, Alarm Systems, relating to regulating the activities and responsibilities of alarm and alarm system owners and businesses. The Council will take appropriate action.

5 AVONDALE CIRCULATOR SERVICE UPDATE

City Council will receive an update regarding a study conducted by the Maricopa Association of Governments on behalf of the City of Avondale to determine the feasibility and benefit to the community of a local Circulator that would replace the START Route (131) with improved service. For information, discussion and direction.

6 RESOLUTION 2964-311 - ARIZONA DEPARTMENT OF TRANSPORTATION 2011 JOB ACCESS AND REVERSE COMMUTE GRANT

City Council will consider a resolution supporting the submittal of a grant proposal to the Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section 5316, Job Access and Reverse Commute Transportation Program; to provide funding to support transit operations for an Avondale Circulator Route in the amount of \$350,000 with a 50% match requirement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

7 EXECUTIVE SESSION

- a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding the SLT Expressway litigation.

8 ADJOURNMENT

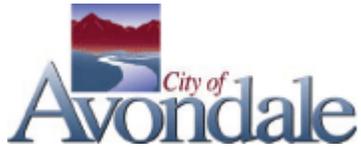
Respectfully submitted,



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:

Mr. Michael Stull, Manager of Government Relations for Cox Communications

MEETING DATE:

March 21, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

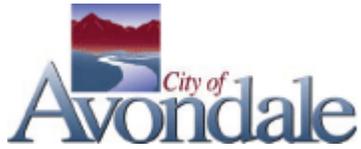
PURPOSE:

Cox Communications' Manager of Government Relations, Michael Stull, will give a short briefing to update the Council on Cox Communications' activities in the City of Avondale. For information only.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
March 21, 2011

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

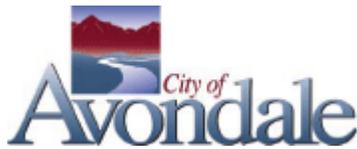
PURPOSE:

1. Work Session of March 7, 2011
2. Regular Meeting of March 7, 2011

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Tele-Track Wagering Facility Permit Application -
Screwballs Wings Pizza and Things

MEETING DATE:
March 21, 2011

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

PURPOSE:

Staff has received an application from Mr. Tracy Custar for a Tele-Track Wagering Establishment Permit to be operated by Turf Paradise at Screwballs Wings Pizza and Things located at 965 E Van Buren Street #123-125 in Avondale.

BACKGROUND:

Tele-track wagering and off-track betting facilities fall under the provisions of ARS §§ 5-111 and 5-112 which state that prior to consideration by the Arizona Department of Racing (ADOR), the local governing body is to consider the application and submit a recommendation of approval to the Department. Avondale City Ordinance 527 adopted by Council in 1992 sets the guidelines to follow in the processing and approval of Tele-Track Wagering Facility permits.

Currently, there are no establishments licensed as Tele-Tack Wagering Facilities in Avondale. However, the Lighthouse Restaurant and Lounge located at 12351 W Indian School Road held a tele-track wagering facility license operated by Phoenix Greyhound Track from 1994 to 2008 and operated without incident.

DISCUSSION:

The ADOR follows strict guidelines for the licensing of establishments. A complete investigation of the facility, all owners holding 10% or more interest in the facility and mutuel tellers is conducted. Mutuel tellers are employed by the racetrack and are required to wear ADOR issued licenses and operator-issued name badges.

The licensed facility does not receive a commission or percentage from the wagers; their benefit comes in the form of increased clientele and beverage and food consumption. While the facility is not allowed to charge a cover, they are allowed to set minimum consumption.

The operator of the license will be Turf Paradise who is duly licensed by the Arizona Racing Commission. They will conduct the tele-track wagering operations according to the schedule approved by the Arizona Racing Commission which generally runs from September to May. They will operate two pari-mutuel betting windows and three tote machines which will be owned, operated and maintained by Turf Paradise.

Assuming a recommendation of approval by the City Council, Turf Paradise will proceed to submit an application to the ADOR which would likely be considered by the Arizona Racing Commission on April 13, 2011. Following approval by the City Council, the owner and operator will proceed with the installation of the equipment and expect to commence operations on April 14, 2011 through the end of the season on May 27, 2011. Screwballs Wings Pizza and Things is open Sunday through

Thursday from 11:00 am to 9:00 pm and Friday and Saturday from 11:00 am to 1:00 am. The tele-track operations will run from 11:00 am to around 7:30 pm depending on business levels but no later than midnight.

The applicant has complied with all the application requirements as outlined in Ordinance 527 and has paid the \$100.00 application fee. The application has been routed for review to the Police, Fire, Development Services, and Finance Departments. They have all indicated they do not have any concerns with granting the application and are recommending approval. As required by the ordinance, a notice regarding Council's consideration of the application was posted at the location for the required minimum period of time and a notice was published in the West Valley View on March 11, 2011.

RECOMMENDATION:

Staff is recommending approval of the application from Mr. Tracy Custar for a Tele-Track Wagering Establishment Permit to be operated by Turf Paradise at Screwballs Wings Pizza and Things located at 965 E Van Buren Street #123-125 in Avondale.

ATTACHMENTS:

Click to download

-  [Ordinance 527](#)
-  [Application \(Redacted\)](#)
-  [Department Review](#)
-  [Photos](#)

Article VI

TELE-TRACK WAGERING FACILITY SITES

Sections:

| | |
|---------------|--|
| 13-140 | Definitions. |
| 13-141 | License. |
| 13-142 | Tele-track wagering facility site permit. |
| 13-143 | Application. |
| 13-144 | Application fee and permit fee. |
| 13-145 | Council consideration of application; notice. |
| 13-146 | Display of permit; nontransferability. |
| 13-147 | Renewal. |
| 13-148 | Revocation; hearing. |
| 13-149 | Penalty. |

13-140 Definitions.

For the purposes of this article, unless the context otherwise requires, all words and phrases shall have the same meaning attributed to them as is provided in Arizona Revised Statutes, Section 5-101, et seq. (Ord. No. 527, 6-15-92)

13-141 License.

No person shall operate a tele-track wagering site within the city without first obtaining and properly maintaining in force a license for a racing meeting and pari-mutuel wagering as required by Arizona Revised Statutes, Section 5-101, et seq. (Ord. No. 527, 6-15-92)

13-142 Tele-track wagering facility site permit.

A person holding a permit for horse, harness or dog racing meetings pursuant to Arizona Revised Statutes, Section 5-111 may apply for a tele-track wagering facility site permit from the city through the city clerk. (Ord. No. 527, 6-15-92)

13-143 Application.

(a) A person desiring to obtain a tele-track wagering facility site permit shall make application to the city clerk who shall refer such application to the planning department for appropriate recommendations. The application shall be in such form as prescribed by the city clerk and shall be fully completed before processing by the city clerk. The application must be submitted at least forty-five (45) days prior to the proposed date of providing tele-track wagering within the city; however, this provision may be waived by the city clerk.

(b) The application shall include a description of the proposed tele-track wagering activity and shall include, but not be limited to, the required information set forth in this subsection:

(1) Full name and address of the applicant and owner/managing agent of the property on which the wagering facility is to be located.

(2) Proof of current permit from the Arizona Racing Commission to conduct tele-track wagering within the State of Arizona.

(3) Proof of liquor license in effect for the site at which the tele-track wagering is to be located.

(4) Designation of managing agent of the applicant and managing agent of the owner of the property on which the tele-track wagering will be located.

(5) Name, address and telephone number of statutory agent in Arizona if either the applicant or the owner of the site is a corporation.

(6) A floor plan containing an accurate drawing to scale of all buildings upon the premises, including square footage, and the lot lines of the parcel on which the activity will take place.

(7) A vicinity ownership map showing and labeling all lots within three hundred (300) feet of the exterior boundaries of the lot on which the activity is to be located. The three hundred (300) foot measurement shall exclude any public property or public rights-of-way.

(8) A vicinity ownership list showing the owners of all property required to be delineated on the ownership map referred to in subsection (7).

(9) A parking plan showing all parking places available on the site for applicant's use. (Ord. No. 527, 6-15-92)

13-144 Application fee and permit fee.

(a) The application shall be accompanied by a nonrefundable application fee in the sum of one hundred dollars (\$100.00) per site and the permit fee as required herein.

(b) The annual permit fee is:

(1) Five hundred dollars (\$500.00) per site per year for up to four (4) pari-mutuel betting windows or tote machines.

(2) One hundred dollars (\$100.00) per site per year for each pari-mutuel window or tote machine in excess of four (4).

The annual permit fee for an initial permit may be prorated on a monthly basis. The permit shall be valid from July 1 of each year through June 30 of the following year. (Ord. No. 527, 6-15-92)

13-145 Council consideration of application; notice.

(a) The city council shall consider the issuance of a permit at any regular or special council meeting, provided however that notice of such consideration shall be given at least ten (10) days prior to the meeting in the following manner:

(1) Notice shall be published at least once in a newspaper of general circulation in the city.

(2) Notice shall be posted on the affected property in such a manner as to be legible from the public right-of-way. (Ord. No. 527, 6-15-92)

13-146 Display of permit; nontransferability.

Permittee shall display the permit set forth in this article in a conspicuous place within the facility. No permit shall be transferrable. (Ord. No. 527, 6-15-92)

13-147 Renewal.

(a) Annually, at least thirty (30) days prior to the first day of July of each year, a permitted tele-track wagering facility site shall apply to the

city clerk for renewal of the permit. Application shall be made and reviewed as an original application except that:

(1) No application fee is payable on a renewal application, except if said renewal application is not timely filed, a late fee in the sum of one hundred dollars (\$100.00) shall be imposed.

(2) Public hearing and notice shall be conducted only if required by the city clerk. (Ord. No. 527, 6-15-92)

13-148 Revocation; hearing.

(a) A permit may be revoked if the operation at the facility site is not in the best interests of the city, or for any of the following:

(1) Any violation of the laws governing wagering within the State of Arizona or the sale of liquor within the State of Arizona.

(2) There occurs on the facility site, including parking areas, repeated acts of violence or disorderly conduct.

(3) The permittee knowingly files an application or other documents with material information which is false or misleading or gives testimony in an investigation or other proceedings which is false or misleading.

(4) The permittee is delinquent for more than thirty (30) days in the payment of any applicable taxes or fees to the city.

(b) To revoke a permit, the city clerk shall deliver or mail by certified mail to the business address as shown by the permit application a written notice that such permit is revoked. The reason for revocation shall be set forth in the notice together with the provisions of subsection (c) hereof on hearing and appeal rights. A revoked license shall be surrendered to the city clerk on demand.

(c) The city clerk shall grant on demand to any permittee or managing agent whose permit has been revoked a full hearing on the merits of such revocation. Appeal of the city clerk's decision to the city council shall be made within seven (7) calendar days after the receipt of the city clerk's notice of

revocation, and failure to demand a hearing within such time will constitute full waiver. The decision of the council is final. (Ord. No. 527, 6-15-92)

13-149 Penalty.

It is unlawful for any person to operate or allow the operation of a tele-track wagering facility on any site within the city without first obtaining and maintaining in force a permit as set forth in this article. (Ord. No. 527, 6-15-92)

11465 W Civic Center Drive
 Avondale, AZ 85323
 623-333-1200
 623-333-0120 Fax
 623-333-0010 TDD

City of Avondale Tele-Track Wagering Establishment Permit Application



| SECTION I: APPLICANT INFORMATION | | | |
|---|---------------------|--|------------|
| Applicant's Name <i>TRACY CUSTAR</i> | | Applicant's Phone # [REDACTED] | |
| Applicant's Address <i>22975 W. SOCRANO DR BUCKEYE, AZ 85326</i> | | | |
| SECTION II: ESTABLISHMENT INFORMATION - WHERE TELE-TRACK WAGERING ACTIVITIES WILL TAKE PLACE | | | |
| Business Name <i>SCREWBALLS WINES PIZZA & THINGS</i> | | | |
| Facility Address <i>965 E. VAN BUREN ST # 123-125 AVONDALE, AZ 85325</i> | | | |
| Mailing Address (if different from location address) | | | |
| Phone Number <i>623-882-1222</i> | | Website Address | |
| Number of pari-mutuel betting windows or tote machines: <i>2</i> pari-mutuel betting windows <i>3</i> tote machines | | | |
| SECTION III: BUSINESS OWNERSHIP (ESTABLISHMENT) | | | |
| Type of Ownership <input type="radio"/> Individual <input type="radio"/> Corporation <input checked="" type="radio"/> LLC <input type="radio"/> Partnership <input type="radio"/> Other _____ | | | |
| Name of Corporation Entity <i>TCC1966</i> | | | |
| Date of Incorporation <i>2-27-09</i> | | State where Incorporated <i>AZ</i> | |
| Name of Statutory Agent in Arizona <i>TRACY L CUSTAR</i> | | Phone Number [REDACTED] | |
| Residential Address of Statutory Agent [REDACTED] | | | |
| SECTION IV: LISTING OF OWNERS, OFFICERS, PARTNERS AND ANY PERSON OWNING MORE THAN 10% OF THE BUSINESS | | | |
| Last Name, First Name | Address and phone # | Title/Position | % Owned |
| <i>CUSTAR, TRACY</i> | [REDACTED] | <i>OWNER</i> | <i>100</i> |
| | | | |
| | | | |
| | | | |
| SECTION V: LICENSING (ESTABLISHMENT) | | | |
| State Racing Commission License # | | State Liquor License # <i>12077951</i> | |
| City Privilege Tax License # <i>4447</i> | | City Liquor License # <i>12077951 1631</i> | |

SECTION VI: BACKGROUND

Has the business, applicant or agent ever had a license or permit relating to pari-mutuel betting or tele-track activities revoked or suspended? Yes No

If yes, explain:

Has the business, applicant or agent ever had a judicial or administrative finding of violation of any law or regulation relating to racing, wagering or gaming in any jurisdiction? Yes No

If yes, explain:

Has anyone listed ever been convicted of a felony in any jurisdiction within the last five years? Yes No

| Date of offense | Type of offense | Court disposition |
|-----------------|-----------------|-------------------|
| | | |
| | | |
| | | |

SECTION VII: TELE-TRACK OPERATOR INFORMATION

Name of Tele-Track Operator TURF PARADISE

Mailing Address of Tele-Track Operator 1501 W. BELL RD PHOENIX, AZ. 85023

Name of Agent DAVID W. JOHNSON

Agent's Contact Phone # 602 942-1101

SECTION VIII: ADDITIONAL REQUIREMENTS – The following must be submitted with application

- \$100.00 non-refundable application fee – Check or money order payable to the City of Avondale
- Driver License – a copy will be maintained in the file
- Copy of Permit issued by Arizona Racing Commission
- Copy of State Liquor License
- Copy of agreement between the applicant and Tele-Track Operator for use of establishment for Tele-Track Wagering Purposes
- Floor plan containing an accurate drawing to scale of all buildings upon the premises, including square footage, and the lot lines of the parcel on which the activity will take place
- A vicinity ownership map showing and labeling all lots within three hundred (300) feet of the exterior boundaries of the lot on which the activity is to be located. The three hundred measurement shall exclude any public property or public rights-of-way
- A vicinity ownership list showing the owners of all property required to be delineated on the ownership map referred to above
- A parking plan showing all parking places available on the site for applicant's use

SECTION IX: CERTIFICATION AND SIGNATURE

I certify under penalty of perjury that the statements made in this application are true and complete to the best of my knowledge. I understand that an incomplete application will not be processed. I acknowledge that as the applicant, I am the sole person responsible for obtaining any other required licenses, permits or other governmental approval necessary to engage in the business for which I am submitting this application. I acknowledge receipt of a copy Chapter 13, Article VI of the Avondale Municipal Code, Tele-Track Wagering Facility Sites and agree to comply with all requirements set thereon.

TRACY COSTAR [Signature] OWNER 1-5-11
 Printed Name Signature Title Date

TELETRACK WAGERING PERMIT

STATE OF ARIZONA TO:

TP RACING, L.L.L.P.
2009-2010, 2010-2011 & 2011-2012
TURF PARADISE RACE COURSE
EUGENE T. JOYCE, GENERAL MANAGER

By virtue of the authority vested in the Arizona Racing Commission (Commission) pursuant to the provisions of Arizona Revised Statutes Title 5, Chapter 1, the Commission has considered and approved your application for a Teletrack Wagering Permit and Plan of Operation to conduct teletrack wagering concurrently with the Turf Paradise racing program. The Permittee shall conduct the teletrack wagering operation pursuant to Racing Commission Rules, Title 4, Teletracking, as they now exist or hereafter may be adopted or amended, and only according to the provisions of the Commission-approved Plan of Operation. Any change to the Plan of Operation will be allowed only when approved in writing by the Director of the Arizona Department of Racing (Department). This permit shall remain in effect for the 2009-2010, 2010-2011 & 2011-2012 racing seasons as set forth in the three-year commercial racing permit issued TP Racing, L.L.L.P.

Teletracking is to be conducted under the following terms and conditions:

1. In all aspects, teletracking shall be conducted in accordance with the laws of the State of Arizona and the rules of the Commission as they now exist or hereafter may be amended or adopted and any directive or policy issued by the Commission or the Director of the Department.
2. A separate application and plan of operation must be submitted for each facility in accordance with the Laws of the State of Arizona, and the Rules of the Commission.
3. Number of races to be conducted daily shall be those races on the daily program of Turf Paradise that have been approved by the Commission and those out-of-state simulcasts that have been approved by the Director of the Department.
4. The Permittee or additional facility operator shall maintain order and prevent bookmaking and other forms of illegal gambling from occurring on the premises. A Permittee shall not knowingly permit a person excluded from the track, either by the Permittee's own action or by order of the Department or Commission, to patronize the pari-mutuel system of wagering through an additional wagering facility. The Department shall give the Permittee a reasonable period of time, after direct notice, to remedy an alleged violation.
5. The mutuel department shall be under the supervision of the State Mutuel Supervisor, Auditor, Investigator, or other official designated by the Director.
6. It shall be the responsibility of the Permittee to provide the Department with copies of the insurance carried on the additional wagering facilities.
7. The insurance, deposit and performance bond under the permit issued to TP Racing, L.L.L.P. for racing at Turf Paradise are part of this permit.
8. The Permittee must provide a system capable of ensuring that money wagered on a particular race is included in the pari-mutuel pool of the racetrack conducting the race.

9. The Permittee must provide a system capable of ensuring those pari-mutuel machines at each additional facility lock upon the ringing of the off-bell or upon the closing of wagering for any reason.

Approved: December 9, 2009

WITNESS THE ARIZONA RACING COMMISSION at Phoenix, Arizona, this 21st day of December, 2009.

BY ORDER OF THE COMMISSION
ARIZONA DEPARTMENT OF RACING



LUIS A. MARQUEZ, CPM, ACTING DIRECTOR

ACCEPTANCE

The foregoing permit is accepted as written and we further agree to abide by the terms and conditions contained herein.

TP RACING, L.L.L.P.



EUGENE T. JOYCE, GENERAL MANAGER

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 12077951

Issue Date: 7/2/2009

Expiration Date: 3/31/2011

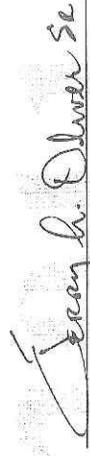
Issued To:
TRACY LEE CUSTAR, Agent
TLC1966 LLC, Owner

Location:
SCREWBALLS WINGS PIZZA & THINGS
965 E VAN BUREN ST #124-125
AVONDALE, AZ 85323

Restaurant

Mailing Address:

TRACY LEE CUSTAR
TLC1966 LLC
SCREWBALLS WINGS PIZZA & THINGS
965 E VAN BUREN ST #124-125
AVONDALE, AZ 85323


JERRY A. OLIVER, SR.
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

EXP

**TURF PARADISE
TELETRACK
WAGERING FACILITY
AGREEMENT**

Date: September 13, 2010

- Parties:
1. TP Racing, L.L.L.P. dba Turf Paradise, an Arizona Limited Liability Limited Partnership, hereinafter referred to as "Track".
 2. Screwballs hereinafter referred to as "Lessor".

- Terms:
- A. Date of Commencement, October 1, 2010
 - B. Date of Termination, May 31, 2012

Premises: A portion of the facility known as Screwballs, located at 965 E. van Buren St., Suite #124-125, Avondale, AZ 85323 as more fully described in Exhibit A attached hereto.

This Agreement is made by and between TP Racing, L.L.L.P. dba Turf Paradise, an Arizona Limited Liability Limited Partnership (hereinafter sometimes referred to as "Track") and Lessor, as more fully described on the first page of this Agreement.

WHEREAS, Arizona Revised Statutes 5-111 (A) permit the operation of additional wagering facilities (hereinafter sometimes referred as "Teletrack Wagering Facilities") for wagering on the races composing the racing program of Track; and Track and Lessor desire to establish an additional wagering facility pursuant to the provisions of A.R.S. 5-111 (A) and to memorialize their various rights, duties and obligations by this Agreement; and

WHEREAS, Lessor is the owner of or leases from the owner that certain premises described on the first page of this Agreement (hereinafter sometimes referred to as "the Premises" of which the additional wagering facility is a part; and

WHEREAS, Track is the holder of a permit to conduct a horse racing meeting at Turf Paradise Race Track in the State of Arizona and desires its program to be transmitted to the additional wagering facility for teletrack wagering pursuant to the provisions of A.R.S. 5-111 (A) as more fully set forth in Exhibit A attached hereto; and

WHEREAS, Track desires to lease that certain portion of the premises as more fully described in Exhibit "A" attached hereto and hereinafter referred to as the "Facility" on a non-exclusive basis for the purpose of conducting teletrack wagering.

NOW THEREFORE, it is agreed as follows:

1. **Term and Premises**

(a) **Term**. The term of this Agreement shall be for the period commencing as set forth on the first page of this Agreement or as soon thereafter as is practicable after receiving necessary approvals, permits and licenses pursuant to Section 3(a) and 11(d) of this Agreement, through the termination date and for such additional periods as the parties may from time to time agree in writing.

(b) **Premises**. Lessor, for and in consideration of the mutual covenants and agreements of the parties, hereby leases, on a non-exclusive basis, to Track and Track hereby leases from Lessor those portions of the facility referred to herein as the Additional Wagering Facility more fully described in Exhibit "A" attached hereto. The leased portion of the Premises is limited to the areas specifically designated and described as the leased area, which area shall also be known as the "Facility." The parties acknowledge that the Facility is occupied by Track on a non-exclusive basis and Lessor reserves to itself all other rights of use, occupation and entry of the Facility and the parties agree that all other rights except the right of non-exclusive occupancy and use as provided herein are reserved to Lessor.

2. **Duties and Responsibilities of Lessor.**

(a) **Additional Wagering Facility.** Lessor shall maintain the Premises of which the leased facility is a part, in a manner suitable for the operation of an additional wagering facility and shall open the facility to the public for purposes of teletrack wagering each day that a racing program conducted by Track is transmitted to the facility unless otherwise agreed to by Track and Lessor.

(b) **General Obligations of Lessor.** Lessor shall furnish or maintain or cause to be furnished or maintained, at the teletrack wagering facility, at no expense to Track:

(1) Reasonable physical protection at all times of the teletrack wagering system components installed or present on the Premises of Lessor which are owned by Track or leased by Track from third parties from loss, harm, damage or destruction by any cause whatsoever including, but not limited to, theft, removal, trespass, damage, interference by other person, vandalism or water damage. Such protection shall be afforded on a reasonable best efforts basis and shall, among other things, provide such protection from elements and fire extinguishing methods as are reasonably required to protect the same. Lessor further waives any claim or right of ownership, possession or lien against all components, equipment, trade fixtures, materials or supplies owned by Track or placed or installed by Track in or upon the premises or facility. Lessor further agrees that all such components, equipment, trade fixtures, materials and supplies shall remain the property of Track, free of any claim of any kind whatsoever, regardless whether the same are fixed or attached thereto.

(2) Necessary electrical power, telephone cabling, outlets and voltage regulation for the proper, normal and emergency operation of the teletrack wagering system equipment, including without limitation a dedicated circuit to the pari-mutuel wagering terminals for teletrack operations.

(3) Secure space for the storage and care of printer ribbons, ticket materials and other supplies of Track reasonably necessary for the conduct of teletrack wagering operations as well as secure areas for the storage of spare or additional pari-mutuel wagering machines.

(4) Lessor shall permit the officers, directors, employees, agents and authorized representatives of Track access to the teletrack wagering system located at the Premises at all reasonable times for the proper supervision, maintenance, repair or operation of the system and to permit removal by Track or its designated agents or contractor's of the removable parts of the system when not required or necessary for teletrack wagering.

~~(5) Pay all taxes, fees, impositions or assessments levied or imposed by any governmental agency whether state or local by reason of the Lease, occupation, use or operation of the teletrack wagering facility and the conduct of business therein including without limitation all ad valorem real or personal property taxes, special taxes, sales, gross receipts, use or transaction privilege taxes, city, county and state permit or license fees or other excise taxes or fees.~~



(c) **Gates and Admissions.** Lessor shall be responsible for and shall control the admission of the public to the teletrack wagering facility. The cost of labor, materials and supplies associated with maintaining the facility in a clean and orderly manner shall be the sole responsibility of Lessor. Lessor further agrees not to charge admission to the Teletrack Wagering Facility. Lessor shall be responsible for compliance with and enforcement of laws and regulations of the State of Arizona or any local governmental entity and shall, at all time, maintain safe, orderly Premises and shall be responsible for control of any interfering activities on or about the Premises.

(d) **Parking.** Lessor shall provide for parking space reasonably necessary to accommodate the anticipated patrons at the teletrack wagering facility. The cost of labor, materials and supplies associated with construction, maintenance and operation of parking facilities shall be the sole responsibility of Lessor. Lessor further agrees not to charge for parking at the teletrack wagering facility.

(e) **Food and Beverage.** Lessor shall maintain and establish appropriate food and beverage service at the teletrack wagering facility. The costs of labor, materials and supplies associated with construction, maintenance and operation of food and beverage service shall be the sole responsibility of Lessor. Lessor shall be solely responsible for compliance with all requirements imposed on the facility in connection with any required beverage or liquor licenses or permits.

(f) **Amenities and Facilities**. Lessor shall be responsible for providing and maintaining a first-class, clean, safe and habitable teletrack wagering facility suitable for public attendance and adequate facilities for patrons to permit handicapping and appropriate seating areas sufficient to accommodate all patrons. Appropriate facilities for handicapped patron access shall also be provided. The facility shall not be used for any other purposes during the time teletrack wagering is being conducted. Lessor shall provide suitable furnishings and fixtures approved by Track for the tellers' stations or positions located in the Premises. Lessor shall be entitled to all revenues from food and beverage services and all other commercial enterprises conducted by Lessor. The cost of labor, materials and supplies associated with construction, maintenance and operation of the facility shall be the sole responsibility of Lessor.

(g) **Security**. Lessor shall provide adequate security for the protection of the public and all employees, including such uniformed or plainclothes security personnel as shall be reasonably necessary and as required by the Arizona Department of Racing to protect the public and teletrack wagering facility from unlawful and improper acts or conduct. The cost of labor, materials and supplies associated with security of the teletrack wagering facility shall be the sole responsibility of Lessor.

(h) **Utilities**. Lessor shall provide such air conditioning, electrical service, water, heat, telephone service and light as are reasonably necessary to maintain a proper first-class teletrack wagering facility for the comfort of the patrons and for the operation of the facility. The cost of such utility services shall be the sole responsibility of Lessor.

(i) **Maintenance**. Lessor shall be responsible for all repairs, maintenance and janitorial services necessary for the facility and all equipment therein, except the pari-mutuel and other equipment installed by Track. In the event Lessor shall fail or refuse to provide such repairs, maintenance and janitorial services in a first-class manner, Track shall be permitted to perform such repairs, maintenance and janitorial services at the expense of Lessor.

(j) **Price Lists**. Lessor shall furnish Track prior to the commencement of the Racing meeting, a price list setting forth the amounts to be charged to the public for food and beverage services and all other vended items.

3. **Duties and Responsibilities of Track.**

(a) **Permits and Licenses**. Track shall apply for and secure at its sole cost and expense all necessary approvals, licenses or permits required by the State of Arizona or any other governmental entity to conduct and operate a teletrack wagering operation under Arizona law and shall maintain such approvals, licenses or permits in good standing at all times during the term of this Agreement, provided however, that Lessor shall be responsible and shall pay for all taxes, fees, impositions or assessments by all such governmental entities as provided in Paragraph 2(b)(5) of this Agreement.

(b) **Receiving and Display Equipment**. The cost of all labor, materials, supplies and services associated with the transmission reception or display of the audio-video signal to Lessor shall be the sole responsibility of Track. Track shall have the absolute right to remove any or all

equipment, materials, supplies, fixtures owned by or installed in the teletrack wagering facility by Track during the term of this Agreement and/or for a reasonable period of time after the termination of this Agreement for any reason.

(c) **Pari-mutuel Operations**. Track shall employ and supervise such qualified pari-mutuel operations management and personnel together with such equipment as is reasonably necessary for the proper operation and management of the Teletrack wagering system given the reasonably anticipated attendance and pari-mutuel wagering handle at the Premises. The cost of all materials and supplies associated with the maintenance and operation of the pari-mutuel wagering equipment at the Premises shall be the sole responsibility of Track. The cost of labor to operate pari-mutuel equipment (mutuel clerks) at the Premises shall be the sole responsibility of the Track. Track reserves the right to designate a managing agent, to supervise, operate and manage the pari-mutuel operations at the Teletrack wagering facility on behalf of track. Track shall notify lessor, in writing, of the designation of such managing agent. Track shall be responsible and pay for all pari-mutuel taxes levied or assessed by the state of Arizona on pari-mutuel wagering conducted at the facility.

4. **Programs**. For the purposes of this Agreement, Track shall have the exclusive right to distribute and sell all forms, tip sheets or other written materials for handicapping and the racing programs relating in any way to the teletrack wagering program.

5. **No Commission Fee.** Lessor shall not be entitled to receive any commission fee or payment from Track from or related to the wagers accepted and received at Facility on races which are telecast to the Facility by Track.

6. **Insurance.**

(a) **Track.** Track shall, on request, provide certificates of insurance for, and will maintain, at its expense, insurance coverage with companies having an A.M. Best rating of A, XIII or better as follows:

(1) All risks of physical damage coverage on its operations and facilities subject to normal exclusions;

(2) Workers' Compensation on Track's employees providing statutory benefits and an employer's liability limit of \$100,000; and

(3) Comprehensive general liability coverage of not less than \$1,000,000 combined single limit, which shall include extensions of coverage for products, complete operations, personal injury and specified contract coverage.

(4) Track shall also maintain an excess line of comprehensive general liability coverage in such amounts that Track may deem appropriate.

(5) In each and all such policies, save and except the Workers' Compensation policy, Lessor shall be an additional insured.

(b) **Lessor**. Lessor shall, on request, provide certificates of insurance for, and will maintain, at their expense, insurance coverage with insurance companies having an A.M. Best rating of A, XIII or better as follows, or if governmental entities, said entities may, after giving notice to Track, self-insure some or all of the following coverage's or be covered by an insurance pool, where the risk is born by insurance companies acceptable to Track:

(1) All risks of physical damage coverage on the facility, including the leased Premises, subject to normal exclusions;

(2) Workers' Compensation on Lessor's employees providing statutory benefits and an employer's liability limit of \$100,000; and

(3) Comprehensive general liability coverage of not less than \$1,000,000 combined single limit, which shall include extensions of coverage for products, complete operations, personal injury and blanket contract covering the entire facility.

(4) Liquor liability coverage of not less than \$1 million combined single limit.

(5) Lessor shall also maintain an excess line of comprehensive general liability coverage in such amounts that Lessor and Track may deem appropriate.

(6) In each and all such policies, save and except the Workers' Compensation policy, Track shall be an additional insured.

7. **Interruption or Interference with Signal.** Track shall not be liable to Lessor, its agents or employees or third persons claiming through Lessor for any losses occasioned by interruption or loss of the audio-video or pari-mutuel signal or transmission, for whatever duration, except that Track shall save and hold Lessor harmless from and against any claims of patrons or third parties relative to wagers made or claimed to be made and accepted through the pari-mutuel system. Any recovery of commission losses from the contractor or services supplier of Track, incurred as a result of interruption or loss of the audio-video or pari-mutuel signal or transmission, shall be for the sole benefit of Track.

8. **No Competing Teletrack Wagering.** The parties agree that because of the costs incurred by Track in establishing teletrack wagering and implementing this Agreement and the various factors affecting the patrons of pari-mutuel wagering involving horse racing that it shall be a material breach of this Agreement justifying the termination of this Agreement forthwith or the suspension of the audio-video signal to Lessor by Track for all or part of the remaining term of this Agreement in the sole discretion of Track in the event Lessor accepts an audio-video signal for pari-mutuel wagering purposes of any racing program which is not transmitted to Lessor by Track during the time period that Track transmits its signal to Lessor.

9. **Right to Lease.** Lessor represents and warrants that Lessor has the requisite power, authority and right to lease the facility to Track as provided for in this Agreement. In the event

that Lessor is not the owner of the Premises of which the facility is a part and is the lessee under a valid lease of the premises, then Lessor shall secure and deliver to Track a consent and approval to sublease the facility as provided in this Agreement duly executed by an authorized agent or officer or the owner of the premises, as the case may be, in a manner and form acceptable to Track and Track's legal counsel, as a condition precedent to Track's obligation under this Agreement.

10. **Termination.** The parties agree that Track and Lessor shall at all times have the right to terminate this Agreement, upon fifteen (15) days written notice to the other party, provided that in the event of the condemnation or destruction of all or any part of the facility which renders the facility unsuitable or unusable in Track's sole opinion, or in the event Lessor shall fail to comply with any or all of the laws, rules or lawful orders of the Arizona Department of Racing and the Arizona Racing Commission or the State of Arizona or other governmental entity, then Track may, in Track's sole discretion, terminate this Agreement immediately upon written notice to Lessor and Track shall not be responsible for any costs, expenses or damages incurred by Lessor by reason of any such termination under this Paragraph. Lessor acknowledges and agrees that in the event of the sale or transfer of any interest in the business or of any license or permit required to operate the business located in the premises in which the teletrack wagering facility is located or any change in management or control are a violation of the rules of the Arizona Department of Racing and that all such transfers must be subject of a pre clearance of such transfer by the Department prior to the completion such transfer or of the completion or execution of any agreement providing for such transfer or sale.

11. **Miscellaneous Provisions.**

(a) **Prohibition of Pari-mutuel Wagering.** If at any time during the term of this Agreement pari-mutuel wagering on racing or teletrack wagering or the operation of the teletrack wagering facility contemplated by this Agreement is made, declared, or held to be illegal or prohibited by statute or decision of a court of last resort, which decision has become final, or by any competent public authority whose decision is final and not appealable, or in the event the teletrack race permit issued by the Arizona Department of Racing is canceled, revoked, not renewed or otherwise terminated for any reason, this Agreement shall thereupon be deemed terminated and the parties hereto shall be released from any and all further liability or obligation hereunder, provided however that such termination shall not relieve Track or Lessor from any obligation or liability that accrued under the terms of this Agreement prior to the date of such termination.

(b) **Third Party Liability.** This agreement is not intended to benefit any third party and no person or entity other than Track and Lessor shall have any right of action arising under any of the terms and provisions of this agreement.

(1) **Track Liability.** Track shall assume responsibility for the defense of, and will indemnify and hold harmless Lessor, its directors, officers, shareholders, employees, representatives and agents from and against any losses, claims, damages, costs, suits, penalties, demands or liabilities, except claims of Lessor's employees for personal injuries arising in the scope of their employment, including reasonable legal counsel fees, occasioned by

or arising out of, in whole or in part, any willful or negligent act or omission of Track or any of its officers, directors, contractors, subcontractors, agents, servants or employees, provided that prompt written notice of such claim or suit is given to Track by Lessor, and provided Track is given full control over all negotiations and litigation in connection therewith, including selection of counsel. Track shall not be responsible for settlements made or costs or expenses incurred without its prior written consent.

(2) **Lessor Liability.** Lessor will assume the responsibility for the defense of, and shall indemnify and hold harmless Track, its directors, officers, shareholders, employees, representatives and agents from and against any losses, claims, damages, costs, suits, penalties, demands or liabilities, except claims of Track's employees for personal injuries arising in the scope of their employment, including reasonable legal counsel fees, occasioned by or arising out of, in whole or in part, by any willful or negligent act or omission of Lessor or any of its officers, directors, contractors, subcontractors, agents, servants or employees, and for any and all expenses for injury to or death of any person or loss of or damage to property in or about the Premises or in or about the facility of which the premises is a part that arises out of or in connection with the use or occupancy of the facility, provided that prompt written notice of any such claim or suit shall be given to Lessor by Track and Lessor shall be given full control over all negotiations and litigation in connection therewith including selection of counsel; and Lessor further agrees to indemnify and hold Track harmless from and against all claims, liabilities, losses, damages, fines, penalties or clean-up costs incurred in connection with either the removal or containment of any hazardous or toxic substance in or about the Premises or in or about the facility of which the premises is a part that arises out of or in connection with the use

or occupancy of the facility, provided that prompt written notice of such claim or suit shall be given to Lessor by Track, and Lessor shall be given full control over all negotiations and litigation in connection therewith, including selection of counsel. Track shall not be responsible for settlements made or costs or expenses incurred without its prior written consent.

(c) **Independent Contractor**. Track and Lessor each agree that they are not joint ventures or partners and that their status as to one another is, for the purpose of this Agreement, independent contractors and that neither they nor any of their contractors, subcontractors, agents or employees shall, at any time, constitute agents or employees of the other. Neither Track nor Lessor are granted any rights or authority to assume or create any obligation or liability, express or implied, on behalf of each other or to bind each other in any manner or thing whatsoever.

(d) **Approval**. The parties agree that their obligations under this Agreement are subject to the approval of the Arizona Department of Racing and Arizona Racing Commission and that in the event the Arizona Department of Racing or the Arizona Racing Commission fails or refuses to approve this Agreement or to authorize Track to conduct teletrack wagering at the teletrack wagering facility contemplated in this Agreement, then this Agreement shall be terminated and neither party shall be entitled to compensation for losses or damages arising out of or as a result of such termination.

(e) **Compliance with Law**. The parties agree that they will comply with any and all applicable laws, rules and regulations of the United States of America, the State of Arizona, the

Rules of the Arizona Department of Racing and the Arizona Racing Commission, all agencies of the State of Arizona, including, without limitation, all applicable anti-discrimination, affirmative action, and conflict of interest provisions. During the term hereof, both Track and Lessor shall at all times be in good standing with the Arizona Department of Racing and the Arizona Racing Commission.

(f) **Governing Law.** The laws of the State of Arizona and the applicable rules promulgated thereunder by the Arizona Department of Racing and Arizona Racing Commission shall govern as to the interpretation, validity and affect of this Agreement. No principle of conflict of laws shall make the substantive law of any other state or jurisdiction applicable hereto. In the event of any further amendments to the Arizona Revised Statutes as they relate to Horse Racing or Pari-mutuel Wagering, or the Rules promulgated by the Arizona Department of Racing or the Arizona Racing Commission after the date hereof, the parties hereto agree to negotiate in good faith any necessary or advisable modifications to this Agreement.

(g) **Attorneys' Fees.** In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its cost of the suit and not as damages, reasonable attorneys' fees to be fixed by the Court.

(h) **Notices.** All notices required by provisions of this Agreement shall be in writing and sent, postage prepaid, by registered or certified mail, return receipt requested, personal delivery or via telefax.

In the case of Track to:

Turf Paradise
ATTN: Dave Johnson, Assistant General Manager
1501 W. Bell Road
Phoenix, Arizona 85023

With copies to:
John K. Mangum
Law offices of John K. Mangum, P.C.
340 E. Palm Lane, Suite 100
Phoenix, Arizona 85004

In the case of Lessor to:

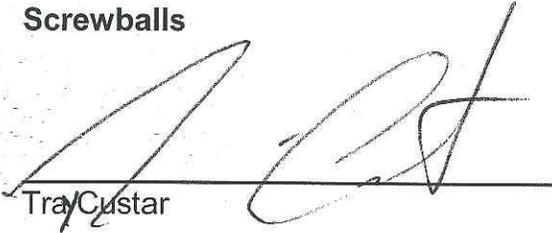
Screwballs
Tra Custar
965 E. Van Buren St., Suite 123-125
Avondale, AZ 85323

With copies to:

(l) **Entire Agreement**. This Agreement shall be deemed to include and incorporate the entire Agreement between the parties and may be amended, modified or superseded only by an instrument in writing signed by duly authorized officers of both parties.

WHEREFORE, the parties hereto have set their hand the date first above written.

Screwballs



Tra/Custar

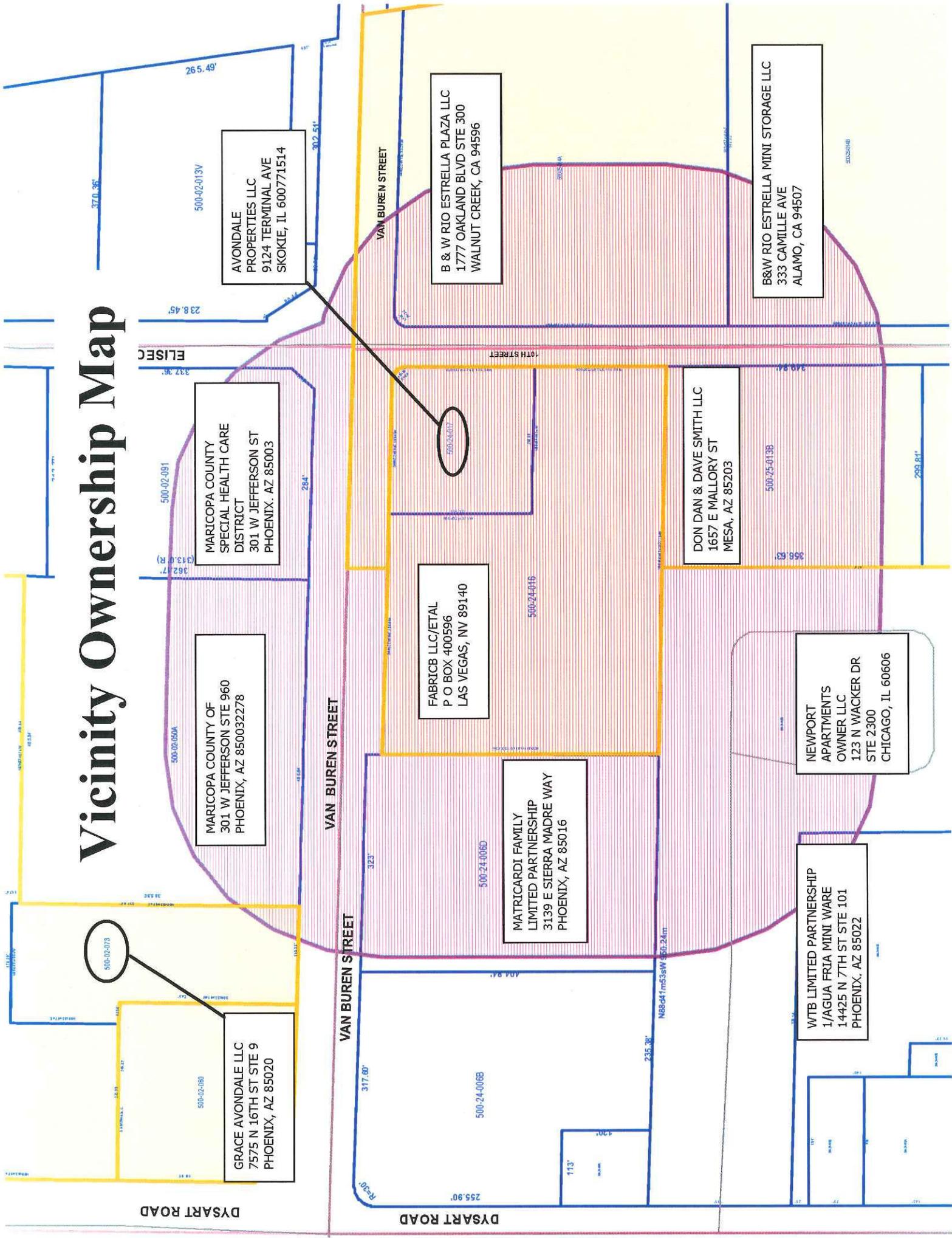
Title

TP RACING LLLP dba TURF PARADISE



David W. Johnson
Vice President/Assistant General Manager

Vicinity Ownership Map



AVONDALE PROPERTIES LLC
9124 TERMINAL AVE
SKOKIE, IL 600771514

MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
301 W JEFFERSON ST
PHOENIX, AZ 85003

MARICOPA COUNTY OF
301 W JEFFERSON STE 960
PHOENIX, AZ 850032278

GRACE AVONDALE LLC
7575 N 16TH ST STE 9
PHOENIX, AZ 85020

B & W RIO ESTRELLA PLAZA LLC
1777 OAKLAND BLVD STE 300
WALNUT CREEK, CA 94596

B&W RIO ESTRELLA MINI STORAGE LLC
333 CAMILLE AVE
ALAMO, CA 94507

FABRICB LLC/ETAL
P O BOX 400596
LAS VEGAS, NV 89140

MATRICARDI FAMILY LIMITED PARTNERSHIP
3139 E SIERRA MADRE WAY
PHOENIX, AZ 85016

DON DAN & DAVE SMITH LLC
1657 E MALLORY ST
MESA, AZ 85203

NEWPORT APARTMENTS OWNER LLC
123 N WACKER DR
STE 2300
CHICAGO, IL 60606

WTB LIMITED PARTNERSHIP
1/AGUA FRIA MINI WARE
14425 N 7TH ST STE 101
PHOENIX, AZ 85022

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500-24-017

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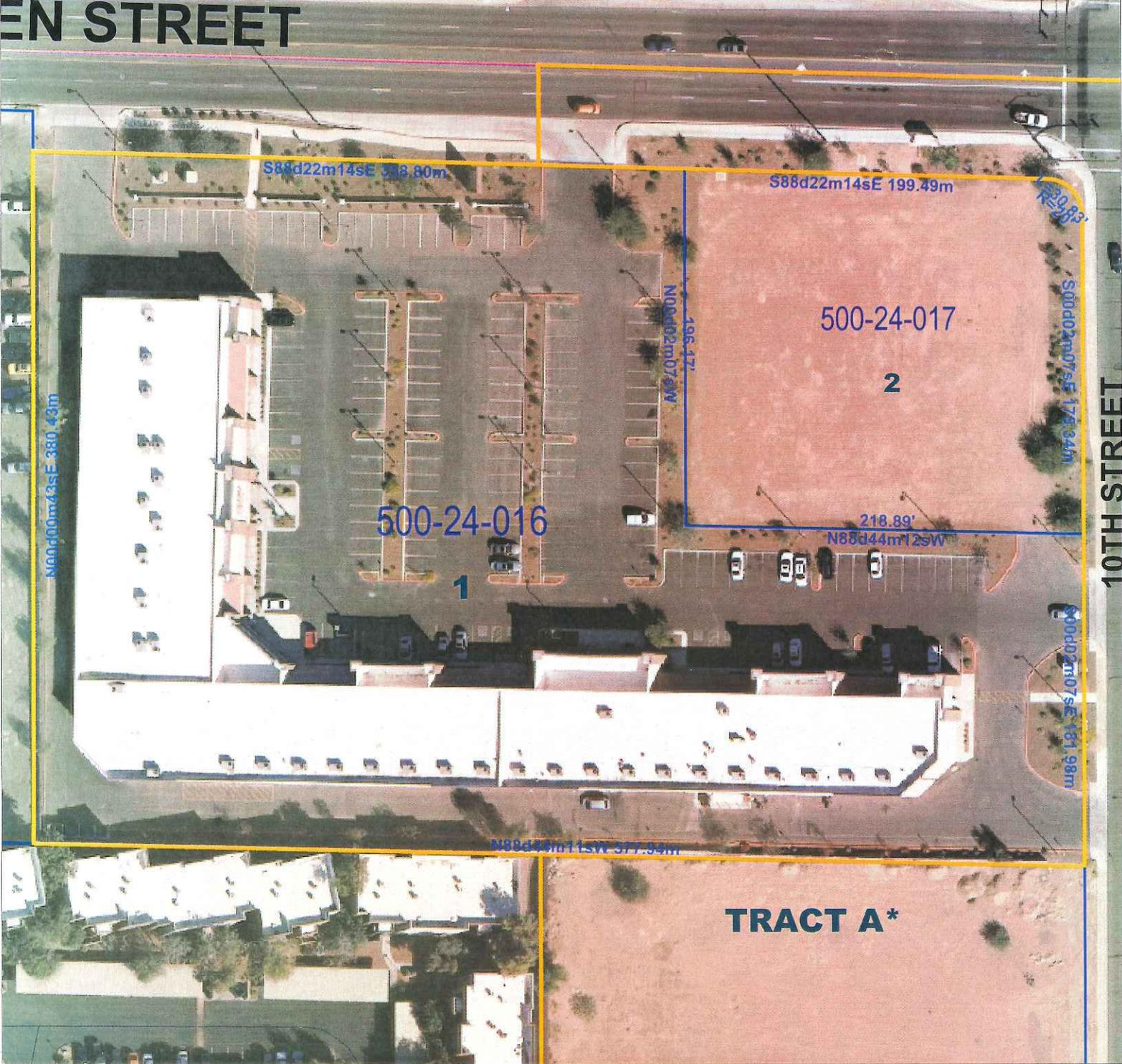
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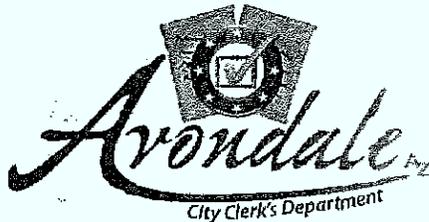
500-24-006B

255.90'

Parking Plan

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DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

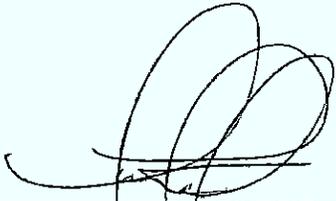
- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE DEPARTMENT

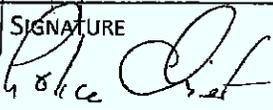


APPLICANT'S NAME: TRACY CUSTAR
BUSINESS NAME: SCREWBALLS WINGS PIZZA & THINGS
ADDRESS: 965 E. VAN BUREN STREET, SUITE 123-125
AVONDALE, AZ 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



SIGNATURE


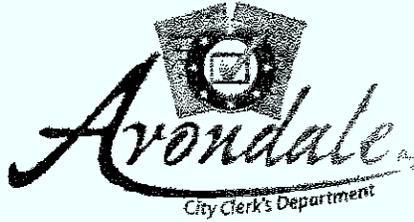
TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF:
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S DEPARTMENT BY:

MARCH 3, 2011
FEBRUARY 14, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

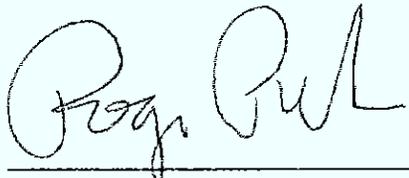
ROUTING:

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

APPLICANT'S NAME: TRACY CUSTAR
BUSINESS NAME: SCREWBALLS WINGS PIZZA & THINGS
ADDRESS: 965 E. VAN BUREN STREET, SUITE 123-125
AVONDALE, AZ 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



SIGNATURE

2/16/11

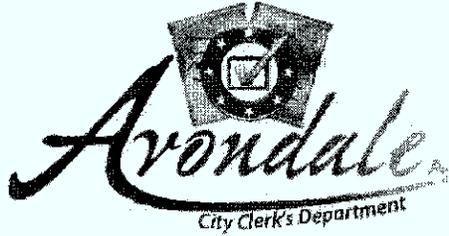
DATE

FIRE MARSHAL

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF:
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S DEPARTMENT BY:

MARCH 3, 2011
FEBRUARY 14, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME:

TRACY CUSTAR

BUSINESS NAME:

SCREWBALLS WINGS PIZZA & THINGS

ADDRESS:

965 E. VAN BUREN STREET, SUITE 123-125
AVONDALE, AZ 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Ken Lawrence

SIGNATURE

1-31-10

DATE

Chief Building Official

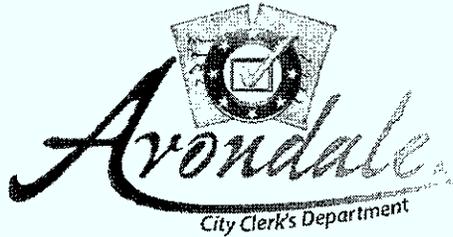
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF:

MARCH 3, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S DEPARTMENT BY:

FEBRUARY 14, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME:

TRACY CUSTAR

BUSINESS NAME:

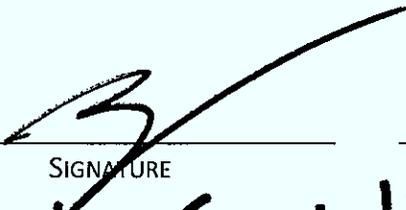
SCREWBALLS WINGS PIZZA & THINGS

ADDRESS:

965 E. VAN BUREN STREET, SUITE 123-125
AVONDALE, AZ 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

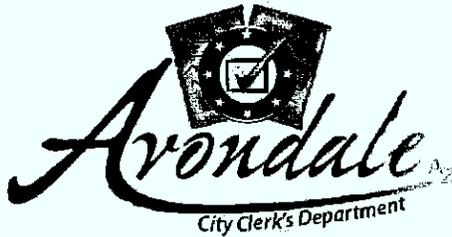
 2/17/11
SIGNATURE DATE
Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF:

MARCH 3, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S DEPARTMENT BY:

FEBRUARY 14, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME:

TRACY CUSTAR

BUSINESS NAME:

SCREWBALLS WINGS PIZZA & THINGS

ADDRESS:

965 E. VAN BUREN STREET, SUITE 123-125
AVONDALE, AZ 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Sebastian
SIGNATURE

2/16/11
DATE

Private Tax Auditor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF:

MARCH 3, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S DEPARTMENT BY:

FEBRUARY 14, 2011

NOTICE

APPLICATION FOR OFF-TRACK BETTING

DATE POSTED: MARCH 7, 2011

A HEARING ON A TELE-TRACK WAGERING
ESTABLISHMENT APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, MARCH 21, 2011
AT 7:00 P.M.

(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)

****TELE-TRACK WAGERING ESTABLISHMENT LICENSE****

IN ACCORDANCE WITH AVONDALE MUNICIPAL CODE SECTION 13-145, PERTAINING
TO TELE-TRACK WAGERING FACILITY SITE COUNCIL CONSIDERATION OF APPLI-
CATION, NOTICE IS HEREBY GIVEN THAT THE AVONDALE CITY COUNCIL HAS
RECEIVED FOR APPROVAL AN APPLICATION FOR OFF-TRACK BETTING WITHIN THE
CORPORATE LIMITS OF AVONDALE, ARIZONA FROM:

SCREWBALLS WINGS PIZZA & THINGS
965 E. Van Buren St. #124-#125
Avondale, Arizona 85323

ANY PERSON WHO IS A RESIDENT OF AVONDALE OF THE AGE OF EIGHTEEN (18)
YEARS OR MORE, RESIDING, OWNING OR LEASING PROPERTY WITHIN ONE-HALF
MILE RADIUS OF THE ABOVE SAID PROPERTY, AND WHO IS IN FAVOR OF, OR OP-
POSED TO THE ISSUANCE OF A TELE-TRACK WAGERING ESTABLISHMENT LICENSE
SHALL FILE WITH THE CITY CLERK OF THE CITY OF AVONDALE, A WRITTEN ARGU-
MENT IN FAVOR THEREOF, OR OBJECTION THERETO BY MARCH 17, 2011.

ANY PERSON INTERESTED IN SAID APPLICATION IS HEREBY NOTIFIED THAT THE
MAYOR AND CITY COUNCIL WILL REVIEW SAID APPLICATION AT THEIR COUNCIL
MEETING ON MARCH 21, 2011 AT 7:00 P.M. AT THE COUNCIL CHAMBERS, 11465 WEST
CIVIC CENTER DRIVE.

NOW
HIRING
EXPERIENCED
COOKS.
PIZZA MAKING
SKILLS A PLUS.
APPLY INSIDE.

03.07.2011 14:11

125



NOTICE
 APPLICATION FOR JOY TRACKS BITTING
 DATE POSTED: MARCH 1, 2011
 APPLICATION ONLY TO THE JOY TRACKS BITTING
 AT THE JOY TRACKS BITTING
 LOCATION: 1345 WEST CIVIC CENTER DRIVE
 DATE: MONDAY, MARCH 21, 2011
 AT 7:00 PM.
 JOY TRACKS BITTING IS A
 "TALK-TOUCH WRESTLING ENTERTAINMENT
 LICENSE"
 JOY TRACKS BITTING IS A
 LICENSED BUSINESS AND IS
 SUBJECT TO ALL APPLICABLE
 LAWS AND REGULATIONS.
 JOY TRACKS BITTING IS A
 LICENSED BUSINESS AND IS
 SUBJECT TO ALL APPLICABLE
 LAWS AND REGULATIONS.

NOW
 HIRING
 EXPERIENCED
 COOKS
 PIZZA MAKING
 SKILLS A PLUS.
 APPLY INSIDE.



ALL
 PEOPLE
 ARE
 WELCOME
 HERE

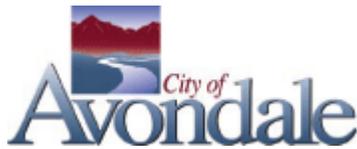
WELCOME
 MONDAY.



SMILE
 YOU'VE
 COME

623-
 SUN-TH
 FRI-SAT

03.07.2011 14:13



CITY COUNCIL REPORT

SUBJECT:

First Amendment to the Professional Services Agreement – Lee Engineering, L.L.C.

MEETING DATE:

March 21, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve first amendment to the Professional Services Agreement with Lee Engineering, L.L.C. to provide additional design services for the Avondale Transportation Plan.

BACKGROUND:

The City of Avondale's Transportation Plan (2006) is the city-wide blueprint for transportation infrastructure and ITS improvements through the year 2026. The plan identifies the existing state of mobility in the City including passenger vehicle circulation, transit routes, pedestrian facilities, and bicycle facilities. The effectiveness of the document depends on regular updates to reflect changes in land use, in the circulation system, and changes in economic conditions, all of which significantly impact travel patterns and traffic volumes.

Since the Transportation Plan's original adoption in 2006, the Maricopa Association of Governments (MAG) has updated the Regional Transportation Plan and regional model, the City has initiated the General Plan update, specific area plans have been developed, and economic trends and population have evolved. Updating the Transportation Plan provides the opportunity to revise and update the short term and long term transportation goals for the City of Avondale.

DISCUSSION:

Lee Engineering is providing transportation modeling, data gathering and other services required to update Avondale's Transportation Plan. Additional work is necessary to complete the update. The extra work will include addressing transportation plan-related content within the overall General Plan update, attending meetings and providing support for those meetings, and incorporating recent changes made to the Estrella Foothills Specific Area Plan

BUDGETARY IMPACT:

Amendment 1 is in the amount of \$16,750 for a total contract amount of \$56,750. Funding for Amendment 1 in the amount of 16,750 is available as follows:

\$11,500 in Engineering's Other Professional Services Line Item 101-5900-00-6180

\$5,250 in Planning's Other Professional Services Line Item 101-5400-00-6180

RECOMMENDATION:

Staff recommends that the City Council approve the first amendment to the professional services agreement with Lee Engineering, L.L.C. to provide additional design services for the Avondale Transportation Plan and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [First Amendment to PSA](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.L.C.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of March 21, 2011, between the City of Avondale, an Arizona municipal corporation (the "City"), and Lee Engineering, L.L.C., an Arizona limited liability company (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated April 7, 2010 (the "Agreement") for the Consultant to perform analysis, modeling and related tasks as necessary for the City's Transportation Plan Update (the "Services").

B. The City and the Consultant have determined that it is necessary to amend the Agreement to (i) revise the Services required under the Scope of Work of the Agreement to include additional tasks necessary for successful completion of the Transportation Plan Update (the "Additional Services"), (ii) extend the term of the Agreement to permit completion of the Additional Services and (iii) increase the compensation due to the Consultant under the Agreement as consideration for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree to amend the Agreement as follows:

1. Term of Agreement. The term of the Agreement is hereby extended from June 30, 2011 to December 31, 2011.
2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.
3. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than \$16,750.00 from \$40,000.00 to \$56,750.00 as consideration for the Additional Services as more particularly set forth in the Additional Scope of Work attached hereto as Exhibit A.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this First Amendment, the Consultant affirmatively (a) asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (b) waives any and all claims, known or unknown, related to the Agreement and occurring prior to this First Amendment.

6. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Consultant”

LEE ENGINEERING, L.L.C., an Arizona
limited liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011,
by _____ as _____ of LEE ENGINEERING,
L.L.C., an Arizona limited liability company, on behalf of the company.

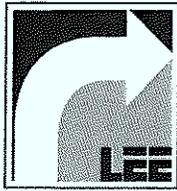
Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.L.C.

[Additional Scope of Work]

See following pages.



3033 N. 44TH STREET
SUITE 375
PHOENIX, ARIZONA 85018
602/955-7206 FAX 602/955-7349

LEE ENGINEERING

March 1, 2011

Margaret Boone-Pixley, P.E.
Assistant Traffic Engineer
City of Avondale
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323

Dear Ms. Boone-Pixley:

Lee Engineering will be incurring extra work relevant to our April 7, 2010 Professional Services Agreement (PSA) with the City of Avondale concerning our conducting and preparation of an Updated Transportation Plan for the City. Per Task 13 of Exhibit C of the PSA (see reprint below), authorized extra work effort can be authorized and billed per our standard hourly rates.

Task 13 – Additional Work

As directed by you, we will perform additional services including, but not limited to, attending additional meetings, collecting specifically needed traffic/field data, redistribution of work effort roles, and/or preparing unspecified further analyses or modeling efforts at our standard hourly rates as given on the attached terms and conditions dated December 15, 2008.

The extra work to be incurred entails addressing transportation plan-related content within the overall General Plan update. Meetings to discuss information and drafting of content for use in the Circulation Chapter of the General Plan represent some of the extra work elements. Also, the division of some of the mutual agreed upon elements comprising the Transportation Plan Update has been borne by Lee Engineering rather than the City. The estimated fee to cover these extra work elements is \$11,500.

Additional extra work tasks to be carried out by Lee Engineering are described below:

Proposed Extra Work Scope for Generating Updated/Revised Transportation Planning Information Pertaining to the Estrella Foothills Specific Area Plan

Task EW-1 - Review Current Estrella Foothills Specific Area Plan (SAP)

The current plan will be critically reviewed and discussed with the City. Review will include technical assessment of the travel demand forecasting results and methodology presented in the SAP.

Task EW-2 - Assess Necessary Changes to Incorporate New Land Use Designations

Work with the City to understand the new/revised land use designation(s) so that SAP can be revised accordingly.

Task EW-3 - Incorporate New/Revised SAP Information into Overall Transportation Planning Effort

The new determination of land uses, circulation elements, etc. pertaining to the Estrella Foothills Specific Area will be integrated and represented within the overall travel demand modeling for the City as part of the ongoing Transportation Plan Update effort.

Task EW-4 - Documentation of Conclusions & Recommendations

Conclusions and recommendations pertaining to the Estrella Foothills Specific Area will be summarized and addressed as a particular section within an appropriate chapter (or chapters) of the Transportation Plan Update.

FEE AND SCHEDULE

Subtotal for Transportation Plan Update Extra Work (as described far above): \$11,500

Extra Work Task Totals Relating to the Estrella Foothills Transportation Planning:

Task EW-1 - \$1,250

Task EW-2 - \$1,000

Task EW-3 - \$2,500*

Task EW-4 - \$500*

*discounted to account for effort common to overall Transportation Plan Update work

Subtotal for Tasks EW-1 through EW-4: \$5,250

Grand Total for Extra Work Effort: \$16,750

Proposed Amended Contract Amount: \$56,750

Lee Engineering appreciates this opportunity to continue to work with, and assist, the City of Avondale. We will work with the City to try and abide by its schedule to complete the Transportation Plan update before the end of April 2011.

CLOSURE

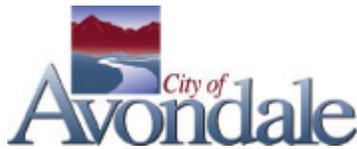
If you have any questions or comments concerning the information presented, please contact me at (602) 443-8468. If this proposal meets with your approval, please sign below and return a copy of this letter (facsimile is acceptable) as our notice to proceed.

Sincerely,


Brennan D. Kidd, PE, PTOE
Project Manager

Accepted:

Margaret Boone-Pixley, P.E. Date
Assistant Traffic Engineer
City of Avondale



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1451-311 - Amendment to Avondale
City Code, Chapter 20, Alarm Systems

MEETING DATE:

March 21, 2011

TO: Mayor and Council
FROM: Kevin Kotsur, Police Chief (623) 333-7201
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the modification to the City of Avondale Alarm System Ordinance as discussed during the March 07, 2011 Council Meeting. This modification requires that the word "not" be added to Section 20-35 (Alarm and Alarm Systems Activation) which will then accurately reflect the intention of that section.

BACKGROUND:

On January 03, 2011, City Council adopted the current City of Avondale Alarm System Ordinance. On February 10, 2011, during a meeting with representatives from the Alarm Industry, Staff was informed that Section 20-35 (Alarm and Alarm Systems Activation) was probably missing a word that would clarify the intent of that Section. Staff reviewed and concurred.

DISCUSSION:

Section 20-35 currently reads as follows: "It shall be unlawful for any person to intentionally activate any alarm or alarm system, except to warn of a criminal act or unauthorized entry on or into an alarm protected premises, or to test an alarm or alarm system when the police department has been given advance notice of such testing."

Section 20-35 should read as follows (adding only the word "not" to the section): "It shall be unlawful for any person to intentionally activate any alarm or alarm system, except to warn of a criminal act or unauthorized entry on or into an alarm protected premises, or to test an alarm or alarm system when the police department has not been given advance notice of such testing."

BUDGETARY IMPACT:

None

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance amending the Avondale City Code, Chapter 20, Article III, Alarm Systems, relating to regulating the activities and responsibilities of alarm and alarm system owners and businesses.

ATTACHMENTS:

Click to download

 [Ordinance 1451-311](#)

ORDINANCE NO. 1451-311

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 20, POLICE DEPARTMENT, ARTICLE III, ALARM SYSTEMS, RELATING TO REGULATING THE ACTIVITIES AND RESPONSIBILITIES OF ALARM AND ALARM SYSTEM OWNERS AND BUSINESSES.

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

SECTION 1. The Avondale City Code, Chapter 20, Police Department, Article III, Alarm Systems, Section 20-35 – Alarm and alarm systems activation, is hereby amended as follows:

20-35 - Alarm and alarm systems activation.

It shall be unlawful for any person to intentionally activate any alarm or alarm system, except to warn of a criminal act or unauthorized entry on or into an alarm-protected premises, or to test an alarm or alarm system when the police department has NOT been given advance notice of such testing.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, March 21, 2011.

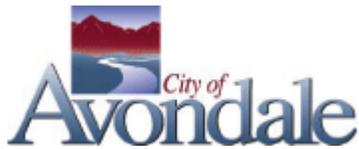
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
Avondale Circulator Service Update

MEETING DATE:
March 21, 2011

TO: Mayor and Council
FROM: Rogene Hill, Assistant City Manager (623) 333-1012
THROUGH: Charlie McClendon, City Manager

PURPOSE:

During 2010 the Maricopa Association of Governments, on behalf of the City of Avondale, conducted a feasibility study and determined that operation of a local Circulator would benefit the community. Avondale has an opportunity to replace Start Route 131 with a circulator that would provide improved service.

BACKGROUND:

Population continues to increase in Avondale as gas prices also rise. However, existing transit services provided by Valley Metro continue to be reduced or eliminated due to budget cuts by the Arizona State Legislature and the reduction of sales tax collections. Replacing Start Route 131 with a circulator would provide greater flexibility and better service with improved cost efficiency and little impact on projected transit funds.

DISCUSSION:

In mid-2010, Valley Metro went out with an RFP to procure various transit services and included Avondale's pilot Circulator Route in their Best and Final Offer. The winning firm, Total Transit, quoted a price for this pilot circulator route of \$3.60 per mile. The cost of Route 131 for the next fiscal year will be \$6.37 per mile. This cost per mile savings funds the improvements to service.

Avondale will not have to purchase buses because RPTA has offered to authorize Total Transit to use the buses that were returned to them from Sun City Area Transit that went out of business last year. These buses are 2009 Eldorado Nationals with approximately 21,000 miles and each holds 11 passengers. The proposed circulator would operate under a contract with Valley Metro through its contractor First Transit.

Start Route 131 has always operated as a type of circulator that services the transit dependent populations of South Avondale and provides connections to: Downtown Phoenix via the Van Buren Route, Desert Sky Mall via McDowell Route 17A, and Estrella Mountain Community College. It is a 12 mile long route that runs hourly 14 times per day. The proposed replacement circulator service will run every 30 minutes on a 14 mile route and hit 15 different activity centers throughout the City. It will continue to provide connectivity to fixed routes and even greater access to EMCC and other activity centers.

The proposed circulator route is consistent with input received from the public during the public involvement process of the Transit Circulator Study. Avondale will charge \$.50 per ride for the service. Valley Metro will also wrap the buses.

Conversations are ongoing with neighboring cities to explore the feasibility of jointly funding circulator services to provide an opportunity for residents to move throughout the Southwest Valley.

There are several other benefits that this circulator will bring to Avondale. In the next 20 years Avondale would like to have either light rail or commuter rail and having sufficient bus service is a prerequisite to securing Federal Transit Authority (FTA) funds for these transportation options. The proposed circulator service, running at half hour increments, will far exceed the current Route 131. History has shown that ridership usually doubles when you increase service frequency and switch to the smaller more user friendly buses.

BUDGETARY IMPACT:

Currently the City contracts with the City of Phoenix to operate Start Route 131 and the estimated yearly rate for 2012 is \$6.37 per mile or \$651,302. Valley Metro, through Total Transit, can operate the proposed circulator route in Avondale for \$3.60 per mile or \$771,120, which is approximately \$120,000 more for the expanded service. The additional funding is available in FY11-12 through the use of fund balance in the transit fund. Beginning in FY12-13 funding will have to come from a transfer from the General Fund or the half-cent sales tax fund, or continued draw down of fund balance in the transit fund. Further, an item on tonight's regular session agenda will authorize an application for grant funding for the circulator, if Council decides to proceed with the circulator. If not, the grant will need to be applied to the existing route 131.

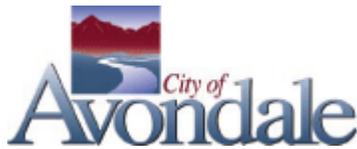
RECOMMENDATION:

Staff is requesting City Council direction on the proposed circulator in the City of Avondale replacing Start Route 131 and authorize staff to notify the City of Phoenix to end Start Route 131 service.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Resolution 2964-311 - Arizona Department of Transportation 2011 Job Access and Reverse Commute Grant

MEETING DATE:

March 21, 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 supporting the submittal of a grant proposal to the Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section 5316, Job Access and Reverse Commute Transportation Program; to provide funding to support transit operations for an Avondale Circulator Route in the amount of \$350,000 with a 50% match requirement.

BACKGROUND:

The City of Avondale previously received Job Access Reverse Commute Grant funding through a formula grant administered by the City of Phoenix. In fiscal year 06/07 the Federal Government changed the application process from formula based to competitive. Avondale is now eligible to apply for the grant on behalf of the Avondale Urbanized Area.

DISCUSSION:

Arizona Department of Transportation is responsible for administering the Job Access and Reverse Commute Transportation Program. This new grant process is competitive and Avondale will be competing with Flagstaff, Prescott and other rural and small urbanized areas. The City of Avondale would like to submit an application requesting \$350,000 for the operation of the Avondale Circulator route. This route would be an extension of Route 131 which is eligible for JARC funding because it provides low to moderate income areas with a public transportation option to employment hubs in Avondale and Phoenix. Avondale must have authorization from City Council to enter into an agreement with ADOT. The application submittal requires assurances and signatures of approval in order to review the application.

BUDGETARY IMPACT:

The City of Avondale is requesting \$350,000 with a 50% match requirement. Match funding is available within the Transit Budget.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution supporting the submittal of a grant proposal and the acceptance of the grant funding if awarded by the Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section 5316, Job Access and Reverse Commute Transportation Program; to provide funding to support transit operations of an Avondale Circulator Route, in the amount of \$350,000 with a 50% match requirement.

ATTACHMENTS:

Click to download

 [Resolution 2964-311](#)

RESOLUTION NO. 2964-311

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR JOB ACCESS AND REVERSE COMMUTE TRANSPORTATION PROGRAM FUNDING FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION.

WHEREAS, as designated by the Governor of the State of Arizona, the Arizona Department of Transportation (“ADOT”) administers Job Access and Reverse Commute (“JARC”) Program funding for all rural and small urbanized areas for the State; and

WHEREAS, ADOT is seeking proposals for JARC grant funding from local agencies for projects relating to all aspects of transportation services; and

WHEREAS, the Council of the City of Avondale desires to submit an application for the JARC funding for the operation of a circulator transportation system (the “Application”).

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 submittal of the Application to ADOT for \$350,000.00 in JARC funds is hereby authorized.

SECTION 3. The expenditure of 100% in matching funds is hereby authorized and officially designated to be used in conjunction with the JARC funds.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application and any resulting grants 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, March 21, 2011.

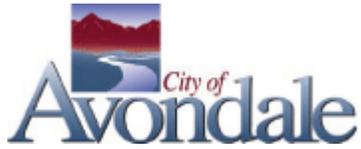
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
March 21, 2011

TO: Mayor and Council
FROM: Andrew McGuire, City Attorney (602) 257-7664
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available