CITY COUNCIL AGENDA

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

REGULAR MEETING
November 4, 2013
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

1. Work Session of October 7, 2013
2. Regular Meeting of October 7, 2013
3. Work Session of October 14, 2013
4. Work Session of October 21, 2013
5. Regular Meeting of October 21, 2013

b. LIQUOR LICENSE - AGENT CHANGE AND ACQUISITION OF CONTROL - QUIK FOOD MART, LLC

City Council will consider a request from Ms Theresa June Morse for approval of an Agent Change and Acquisition of control for the Series 10 - Off-Sale Retailer's License to sell beer and wine at Quik Food Mart located at 921 W Main Street in Avondale. The Council will take appropriate action.

c. LIQUOR LICENSE - AGENT CHANGE AND ACQUISITION OF CONTROL - CLAIM JUMPER RESTAURANT

City Council will consider a request from Ms Andrea Dahlman Lewkowitz for approval of an Agent Change and Acquisition of Control for the Series 12 - Restaurant Liquor License at Claim Jumper Restaurant located at 10125 W McDowell Road in Avondale. The Council will take appropriate action.

d. PROFESSIONAL SERVICE AGREEMENT – NCS ENGINEERS

City Council will consider a request to approve a Professional Service Agreement with Narasimhan Consulting Services Inc., d/b/a/ NCS Engineers to provide design, bid phase support, third party coating inspections and construction phase engineering services for recoating and miscellaneous improvements to the water storage tanks at the Northside Booster Station in the amount of $80,018 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - GANNETT FLEMING, INC.**
City Council will consider a request to approve the First Amendment to the Professional Services Agreement with Gannett Fleming, Inc. for the design of the Headworks Bridge Crane at the Wolf Water Resource Center for an increase of $8,300 for a total of $55,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **THIRD AMENDMENT TO CONTRACTOR AGREEMENT - FSL HOME IMPROVEMENTS**
City Council will consider a request to approve the third amendment to the contractor agreement with FSL Home Improvements for an increase of $169,000 in reallocated HOME Investment Partnership and Community Development Block Grant funds with an extension to March 31, 2013 that will allow for the program to continue without interruption and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **RESOLUTION 3146-1113 - MUNICIPAL SPONSORSHIP AND NAMING RIGHTS POLICY**
City Council will consider a resolution adopting a Municipal Sponsorship and Naming Rights Policy for city events, partnerships, sponsorships, marketing arrangements and naming rights. The Council will take appropriate action.

h. **RESOLUTION 3147-1113 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SURPRISE FOR THE LEASE OF A FIRE TRUCK**
The City Council will consider a request to adopt a resolution approving an Intergovernmental Agreement with the City of Surprise relating to the lease of a Fire Truck and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

i. **RESOLUTION 3149-1113 - ACCEPTANCE OF GRANT AWARD FROM AZ SPORTS AND TOURISM AUTHORITY**
City Council will consider a resolution authorizing the acceptance of a grant award through the Arizona Sports and Tourism Authority for the Recreation Department Safe Ride, Safe Bike project in the amount of $25,740 for the purchase and installation of bicycle storage lockers to be placed at multiple locations around the City and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **RESOLUTION 3150-1113 - HONORING POLICE CHIEF KEVIN KOTSUR ON OCCASION OF HIS RETIREMENT**
City Council will consider a resolution honoring Police Chief Kevin Kotsur on the occasion of his retirement. The resolution will be presented to Chief Kevin Kotsur on November 7, 2012, at his retirement reception. The Council will take appropriate action.

4 **MUNICIPAL AESTHETICS PROGRAM FUNDING AGREEMENT - SALT RIVER PROJECT**

City Council will consider a request to approve a Municipal Aesthetics Program Funding Agreement with Salt River Project in a maximum amount of $1,795,800 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 **PROPOSED MAINTENANCE IMPROVEMENT DISTRICT POLICY**

City Council will receive information related to the proposed Maintenance Improvement District Policy which purpose is to inform and assist developers in the formation of a Maintenance Improvement District for new residential subdivisions to assist with maintenance of the landscape improvements adjacent to and along public roadways and parkways when the Homeowners Association responsibile to maintain those improvements becomes defunct or fails. For information, discussion and direction only.

6 **PUBLIC HEARING FOR CABLE TELEVISION LICENSE AGREEMENT - QWEST BROADBAND SERVICES, INC. DBA CENTURYLINK**

City Council will hold a public hearing and consider approving a Cable Television License Agreement with Qwest Broadband Services, Inc. dba CenturyLink and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

7 **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.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
November 4, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Work Session of October 7, 2013
2. Regular Meeting of October 7, 2013
3. Work Session of October 14, 2013
4. Work Session of October 21, 2013
5. Regular Meeting of October 21, 2013

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Agent Change and Acquisition of Control - Quik Food Mart, LLC

MEETING DATE:
November 4, 2013

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 Ms Theresa June Morse for approval of an Agent Change and Acquisition of control for the Series 10 - Off-Sale Retailer's License to sell beer and wine at Quik Food Mart located at 921 W Main Street in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Ms Theresa June Morse for an agent change and acquisition of control of a series 10 - beer and wine store liquor license resulting from changes in their corporate structure. The required fees totaling $950.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted for the required period of time starting October 9, 2013 and a notice was published in the West Valley View on October 25 and 29, 2013. No comments have been received.

The Development Services, Police and Fire Departments have reviewed the application and are recommending approval. While not required by the ordinance, the application was also reviewed by the Finance Department which has determined that the store is in good financial standing with the City. Department comments are attached.

RECOMMENDATION:

Staff recommends approval of a request from Ms Theresa June Morse for approval of an Agent Change and Acquisition of control for the Series 10 - Off-Sale Retailer's License to sell beer and wine at Quik Food Mart located at 921 W Main Street in Avondale.

ATTACHMENTS:

Click to download

- Application
- Review by Departments
- Posting photos
- Vicinity Map

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
'13 SEP 27 Liq. Lic. Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box

- ☒ Agent Change — Complete Sections 1,2,3,4,6 (See Note 1 on back)
- ☒ Acquisition of Control — Complete Sections 1,2, (3,4 if changing Agent), 6
- ☒ Restructure — Complete Sections 1,2,(3,4 if changing Agent) ,5,6 (See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

   MORSE (Last) THERESA (First) JUNE (Middle) 10076404 (Liquor License #)

2. ☐ Corporation ☒ L.L.C. ☐ N/A: QUIK FOOD MART, LLC (Exactly as it appears on Articles of Inc. or Articles of Org.) Corp. File #: L18469333

3. Business Name: QUIK FOOD MART (Exactly as it appears on license)

4. Business Address: 921 W MAIN ST. (Do not use P.O. Box Number) AVONDALE (City) MARICOPA (COUNTY) 85323 (Zip)

5. Is the business located within the incorporated limits of the above city or town? ☒ Yes ☐ No

6. Mailing Address: _____ City _____ State _____ Zip _____

7. Business Phone: (623) 932-9033 Residence Phone:

8. Does this transaction involve the sale of any portion of the corporate stock? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

9. Has there been any change of officers? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City State Zip
KAZI	HAMID	ABDUL	MEMBER MGR		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City State Zip
KAZI	HAMID	ABDUL	100		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Disabled individuals requiring special accommodations please call the Department

Date Received 9/27/13
CSR [signature]

SECTION 3 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

1. **If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.**

As an Agent, will you be physically present and operating the licensed premises? ☐ YES ☒ NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: 10076404 Date of last renewal: N/A

2. Current Licensee or Agent: MERRETT LAUREN KAY
(Exactly as it appears on license) Last First Middle

I, AKBARALI HASSANALI NAGJI, hereby consent to the agent appointment named herein and
(Print full name)
agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

X _____ State of Arizona County of Maricopa
(Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER) The foregoing instrument was acknowledged before me this

OFFICIAL SEAL
ELENA JUANITA VALDEZ
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires September 9, 2017

27 day of September, 2013
Day Month Year

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

SECTION 5 **(COMPLETE THIS SECTION FOR RESTRUCTURE)**

Is there more than one licensed premises involved? ☐ YES ☐ NO If yes, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:	**Type of new ownership:**
☐ J.T.W.R.O.S.	☐ J.T.W.R.O.S.
☐ INDIVIDU AL	☐ INDIVIDUAL
☐ PARTNERSHIP	☐ PARTNERSHIP
☐ CORPORATION	☐ CORPORATION
☐ LIMITED LIABILITY CO.	☐ LIMITED LIABILITY CO.
☐ TRUST	☐ TRUST
☐ OTHER Explain _____	☐ OTHER Explain _____

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SECTION 6 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, THERESA JONE MORSE, hereby declare that I am the APPLICANT filing this application.
(Print full name)
have read the application and the contents and all statements are true, correct and complete.

X _____ State of Arizona County of Maricopa
(Signature of INDIVIDUAL OR AGENT) The foregoing instrument was acknowledged before me this

JUANITA A. ESPARZA
Notary Public - Arizona
Maricopa County
Expires Sept. 1, 2014

27 day of September 2013
Day Month Year

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

NOTE 1: The fee for an agent change MUST be submitted with this application: $100.00 for the first application and $50.00 for each additional application, not to exceed $1,000.00. (A.R.S. 4-209.H)

NOTE 2: The $100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

MEETING MINUTES

QUIK FOOD MART, LLC

ON 9/27/13 A MEETING WAS HELD TO MAKE THE FOLLOWING changes.

AKBARALI HASSANALI NAGJI HAS sold HIS interest IN THIS company. HE SHALL HOLD ZERO INTEREST IN QUIK FOOD MART, LLC

HAMID ABDUL KAZI SHALL HOLD 100% INTEREST IN QUIK FOOD MART, LLC

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Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

BUSINESS INFORMATION/NAME CHANGE REQUEST

(No Fees Required)

1. License Number: _____

2. Licensee/Agent's Name: _____
Last First Middle

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

For all changes that apply to you, please check applicable boxes and complete:

☐ New Business Name: _____

☐ New Business Address: NOTE: THIS IS NOT A LOCATION TRANSFER. THIS IS A LOCAL GOVERNMENT OR U.S. POSTAL AUTHORIZED ADDRESS CHANGE. DOCUMENTATION MUST BE ATTACHED.

_____
Street City State Zip

☐ New Business Phone: (____) _____ ☐ New Home Phone (____) _____

☐ New Mailing Address: _____
City State Zip

☐ Other (please explain): _____
(Attach additional sheet if necessary)

I, _____, hereby declare that I am an AUTHORIZED PERSON filing this
(Print full name)
request. I have read this document and the contents and all statements are true , correct and complete.

State of _____ County of _____

X_____ The foregoing instrument was acknowledged before me this
(Signature)

_____
Day Month Year

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

DEPARTMENT USE ONLY

Approved by: _____ Date: _____

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

LIC0111 4/2009

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RECEIVED

SEP 27 2013

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

ARTICLES OF AMENDMENT

Read the Instructions L015i

1. **ENTITY NAME** – give the exact name of the LLC as currently shown in A.C.C. records:

QUIK FOOD MART LLC

2. **A.C.C. FILE NUMBER:** L-1846933-3

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: http://www.azcc.gov/Divisions/Corporations

CHECK THE BOX NEXT TO EACH CHANGE BEING MADE AND COMPLETE THE REQUESTED INFORMATION FOR THAT CHANGE.

13 SEP 27 AM 11:05

3. ☐ **ENTITY NAME CHANGE** – type or print the exact NEW name of the LLC in the space below:

4. ☒ **MEMBERS CHANGE (CHANGE IN MEMBERS)** – *see Instructions L015i* – **Use one block per person** - FOR MEMBERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each member being changed, and below that provide any new information for that member (new name and/or address), then check all boxes that apply to indicate the change being made for that member. FOR NEW MEMBERS – **in a separate block,** list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, complete and attach the Amendment Attachment for Members form L044.

AKBARALI NAGJI Name currently shown in ACC records	Name currently shown in ACC records
NEW Name	NEW Name
Address 1 921 W MAIN ST	Address 1
Address 2 (optional)	Address 2 (optional)
City: AVONDALE; State or Province: AZ; Zip: 85323	City; State or Province; Zip
Country	Country
☐ Address change ☐ Add as 20% or more member ☐ Name change ☐ Add as less than 20% member ☒ Remove member	☐ Address change ☐ Add as 20% or more member ☐ Name change ☐ Add as less than 20% member ☐ Remove member
Name currently shown in ACC records	Name currently shown in ACC records
NEW Name	NEW Name
Address 1	Address 1
Address 2 (optional)	Address 2 (optional)
City; State or Province; Zip	City; State or Province; Zip
Country	Country
☐ Address change ☐ Add as 20% or more member ☐ Name change ☐ Add as less than 20% member ☐ Remove member	☐ Address change ☐ Add as 20% or more member ☐ Name change ☐ Add as less than 20% member ☐ Remove member

5. ☒ **MANAGERS CHANGE (CHANGE IN MANAGERS) – Use one block per person -** FOR MANAGERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each manager being changed, and below that provide any new information for that manager (new name and/or address), then check all boxes that apply to indicate the change being made for that manager. FOR NEW MANAGERS – **in a separate block,** list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, complete and attach the Amendment Attachment for Managers form L043.

AKBARALI NAGJI Name currently shown in ACC records	Name currently shown in ACC records
NEW Name 921 W. MAIN ST	NEW Name
Address 1	Address 1
Address 2 (optional) AVONDALE AZ 85323 City / State or Province / Zip	Address 2 (optional) City / State or Province / Zip
Country ☐ Address change ☐ Add as manager ☐ Name change ☒ Remove manager	Country ☐ Address change ☐ Add as manager ☐ Name change ☐ Remove manager

6. ☐ **MANAGEMENT STRUCTURE CHANGE –** *see Instructions L015i* – check only one box below and follow instructions:

☐ CHANGING TO *MANAGER*-MANAGED LLC – complete and attach the Manager Structure Attachment form L040. *The filing will be rejected if it is submitted without the attachment.*

☐ CHANGING TO *MEMBER*-MANAGED LLC – complete and attach the Member Structure Attachment form L041. *The filing will be rejected if it is submitted without the attachment.*

7. ☒ **STATUTORY AGENT CHANGE - NEW AGENT APPOINTED –** *see Instructions L015i*:

7.1 *REQUIRED* – give the **name** (can be an individual or an entity) **and *physical or street address*** (not a P.O. Box) in Arizona of the NEW statutory agent:	**7.2** *OPTIONAL* – mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):
HAMID KAZI Statutory Agent Name (required)	
Attention (optional)	Attention (optional)
Address 1	Address 1
Address 2 (optional) City	Address 2 (optional) City / State / Zip

7.3 *REQUIRED* – the Statutory Agent Acceptance form M002 must be submitted along with these Articles of Amendment.

8. ☐ **STATUTORY AGENT ADDRESS CHANGE – ADDRESS OF CURRENT STATUTORY AGENT** – complete 8.1 and/or 8.2:

8.1 **NEW *physical or street address*** (not a P. O. Box) in Arizona of the existing statutory agent:	**8.2** **NEW mailing address** in Arizona of the existing statutory agent (can be a P.O. Box):
Attention (optional)	Attention (optional)
Address 1	Address 1
Address 2(optional) City / State / Zip	Address 2 (optional) City / State / Zip

9. ☐ **ARIZONA KNOWN PLACE OF BUSINESS ADDRESS CHANGE:**

9.1 Is the NEW Arizona known place of business address the same as the street address of the statutory agent?

☐ Yes – go to number 10 and continue

☐ No – go to number 9.2 and continue

9.2 If you answered "No" to number 9.1, give the **NEW physical or street address** (not a P.O. Box) of the known place of business of the LLC in Arizona:

Attention (optional)		
Address 1		
Address 2 (optional)		
City	State or Province	Zip
Country		

10. ☐ **DURATION CHANGE –** check one to indicate the **NEW** duration or life period of the LLC:

☐ Perpetual

☐ The LLC's life period will end on this **date:** _____ (enter a date – mm/dd/yy)

☐ The LLC's life period will end upon the occurrence of this **event:**

_____ (describe an event)

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11. ☐ **ENTITY TYPE CHANGE –** if changing entity type, check one and follow instructions:

☐ Changing to a PROFESSIONAL LLC – number 12 must also be completed.

☐ Changing to a NON-PROFESSIONAL LLC (professional LLC becoming a regular LLC).

12. ☐ **PROFESSIONAL SERVICES CHANGE –** describe the **NEW** type of professional services the professional LLC will render:

_____

13. ☐ **OTHER AMENDMENT –** if an amendment was made that was not addressed by the check boxes on this form, then you must attach to these Articles of Amendment a complete copy of the LLC's written amendment.

SIGNATURE: By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

☒ I ACCEPT

Signature | Printed Name | Date (mm/dd/yy)

REQUIRED – check only one and fill in the corresponding blank if signing for an entity:

☒ This is a **manager-managed LLC** and I am signing individually as a **manager or** I am signing for an **entity manager named**: HAMID KAZI	☐ This is a **member-managed LLC** and I am signing individually as a **member or** I am signing for an **entity member named**:

Filing Fee: $25.00 (regular processing) Expedited processing – add $35.00 to filing fee. All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

AMENDMENT ATTACHMENT FOR MANAGERS

1. ENTITY NAME– give the exact name of the LLC as currently shown in A.C.C. records:

QUIK FOOD MART LLC

2. A.C.C. FILE NUMBER: L-1846933-3

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: http://www.azcc.gov/Divisions/Corporations

3. Check one box only to indicate what document the Attachment goes with:

☒ Articles of Amendment ☐ Articles of Amendment to Application for Registration

4. MANAGERS CHANGE (CHANGE IN MANAGERS) – use one block per person – FOR MANAGERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each manager being changed, and below that provide any new information for that manager (new name and/or address), then check all boxes that apply to indicate the change being made for that manager. FOR NEW MANAGERS – **in a separate block,** list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, use another Amendment Attachment for Managers form.

AKBARALI NAGJI Name currently shown in ACC records	Name currently shown in ACC records HAMID KAZI
NEW Name 921 W. MAIN ST Address 1	NEW Na Address 1
Address 2 (optional) AVONDALE / AZ / 85323 City / State or Province / Zip	Address 2 (optional) City / State or Province / Zip
Country ☐ Address change ☐ Add as manager ☐ Name change ☒ Remove manager	Country ☐ Address change ☒ Add as manager ☐ Name change ☐ Remove manager
Name currently shown in ACC records	Name currently shown in ACC records
NEW Name	NEW Name
Address 1	Address 1
Address 2 (optional) City / State or Province / Zip	Address 2 (optional) City / State or Province / Zip
Country ☐ Address change ☐ Add as manager ☐ Name change ☐ Remove manager	Country ☐ Address change ☐ Add as manager ☐ Name change ☐ Remove manager

13 SEP 27 PM 1:16 AM 3:05

FP CURRENT, 7/16/2012

'13 SEP 27 Liq. Lic. PM 3:05

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 AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

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

Liquor License # 1007 6404
(If the location is currently licensed)

1. **Check appropriate box** →

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

2. Name: MORSE (Last) THERESA (First) JUNE (Middle) Date of Birth: __/__/__ **(NOT a Public Record)**

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

4. Place of Birth: DETROIT (City) Michigan (State) USA (Country) (not county) Height: 5'07 Weight: 170 Eyes: HZ Hair: BRN

5. Marital Status ☐ Single ☐ Married ☑ Divorced ☐ Widowed

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

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

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

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: Quick Food Mart Premises Phone: 623-932-9033

11. Physical Location of Licensed Premises Address: 921 W MAIN ST (Street Address) AVONDALE (City) MARICOPA (County) 85323 (Zip)
(Do not use PO Box #)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
2/2007	CURRENT	OWNER	AGATE 530 E McDowell PHX AZ 85004 107-241

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	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
12/2006	CURRENT	O				

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

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

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

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

15. Have you been 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? ☐YES ☒NO
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

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? Include only criminal traffic tickets and complaints. ☐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

'13 SEP 27 Liq. Lic. PM 3:05

20. I, TERESA JANE MONSE, 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 _____
(Signature of Applicant)

JUANITA A. ESPARZA
Notary Public - Arizona
Maricopa County
Expires Sept. 1, 2014

My commission expires on: _____
Day Month Year

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 27 day of SEPTEMBER 2013
Month Year

_____
(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

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

*13 SEP 27 Liq. Lic. PM 3:06

803-038

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 AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

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

Liquor License # 10076404
(If the location is currently licensed)

1. **Check appropriate box** →

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

2. Name: KAZI (Last) HAMID (First) ABDUL (Middle) Date of Birth: / / **(NOT a Public Record)**

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

4. Place of Birth: KHULNA (City) BANGLADESH (State) **Country** (not county) Height: 510 Weight: 170 Eyes: BLK Hair: BLK

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed

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

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

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

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: QUIK FOOD MART Premises Phone: 623-932-9033

11. Physical Location of Licensed Premises Address: 921 W MAIN ST. (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
9/2013	CURRENT	OWNER	QUIK FOOD MART 921 W. MAIN ST AVONDALE AZ 85323
4/2003	8/2009 ~~CURRENT~~	OWNER	PRESCOTT DISCOUNT STORES, LLC 8747 E SPOUSE DR PRESCOTT VALLEY AZ 85326
01/2000	current	OWNER	BIG K'S DISCOUNT

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	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
4/2004	CURRENT	O				

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

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☒ YES ☐ NO
If you answered YES, how many hrs/day? 8, 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 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? ☐ YES ☑ NO
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

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? Include only criminal traffic tickets and complaints. ☐ 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

'13 SEP 27 LIQ. LIC. PM 4:08

20. I, HAMID ABDUL KAZI, 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 _____
(Signature of Applicant)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 27 day of September 2013
(Month) (Year)

JUANITA A. ESPARZA
Notary Public - Arizona
Maricopa County
Expires Sept. 1, 2014

My commission expires on: _____
Day Month Year

_____
(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 _____ _____ 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

ADDENDUM TO QUESTION #19

I HAMID KAZI OWN & OPERATE SEVERAL C-STORE AS FOLLOWS:—

1. BIG K'S DISCOUNT FOOD – 101 E. MONROE AV. BUCKEYE
2. QUICK PETRO – 1631 S. VALVISTA DV. GILBERT, AZ
3. PAYSON MARKETPLACE – 1116 N. BEELINE HWY.
4. CARNICERIA LATINA – 8163 E. SPOUSE DV PV AZ.
   SOLD

ALL ABOVE HAS – LIQUOR LIC. IN GOOD STANDING.

10075472
10073943
04040002 - PAYSON

Respectfully

HAMID ABDUL KAZI

'13 SEP 27 Liq. Lic. PM 3:06

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

HAMID KAZI

Full Name (please print)

Signature

AUG 24, 2013 — Training Completion Date

AUG 24, 2016 — Certificate Expiration Date (three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education

Company Name

77 East Columbus, Suite 102, Phoenix, Arizona 85012

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

'13 SEP 27 Liq. Lic. AM 3:06

I, FRED MALLAIRE, certify that the above named individual did successfully complete

Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Fred Mallaire — Instructor Signature

24 / 8 / 2013 — Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

☐ On-sale
☐ Off-sale
☒ On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

~~A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training~~ completion date.

Student Information

HAMID KAZI

Full Name (please print)

Signature

AUG 24, 2013 — AUG 24, 2016

Training Completion Date — Certificate Expiration Date (three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education

Company Name

77 East Columbus, Suite 102, Phoenix, Arizona 85012

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, FRED MALLAIRE, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Fred Mallaire — 24 / 8 / 2013

Instructor Signature — Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

13 SEP 27 Liq. Lic. PM 3:06

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 10: BEER AND WINE STORE

AGENT CHANGE/ACQUISITION OF CONTROL

ROUTING:

☒ POLICE DEPARTMENT

☐ FIRE DEPARTMENT

☐ FINANCE DEPARTMENT

☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: THERESA JUNE MORSE

BUSINESS NAME: QUIK FOOD MART

BUSINESS ADDRESS: 921 W. MAIN STREET

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

DEPARTMENTAL COMMENTS:

☒ APPROVED

☐ DENIED

SIGNATURE

10/9/13

DATE

Acting Chief of Police

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 4, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 15, 2013

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SERIES 10: BEER AND WINE STORE
AGENT CHANGE/ACQUISITION OF CONTROL

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: THERESA JUNE MORSE

BUSINESS NAME: QUIK FOOD MART

BUSINESS ADDRESS: 921 W. MAIN STREET

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jose G. Gomez
SIGNATURE

10/15/13
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 4, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 15, 2013

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SERIES 10: BEER AND WINE STORE
AGENT CHANGE/ACQUISITION OF CONTROL

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: THERESA JUNE MORSE

BUSINESS NAME: QUIK FOOD MART

BUSINESS ADDRESS: 921 W. MAIN STREET

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

Rachel Whitcomb
SIGNATURE

10/8/13
DATE

Building Official
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 4, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 15, 2013

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SERIES 10: BEER AND WINE STORE
AGENT CHANGE/ACQUISITION OF CONTROL

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: THERESA JUNE MORSE

BUSINESS NAME: QUIK FOOD MART

BUSINESS ADDRESS: 921 W. MAIN STREET

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

Zoning Specialist
TITLE

10/15/13
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 15, 2013

DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 15, 2013

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Agent Change/Acquisition of Control for Series 10 Liquor License for Quik Food Mart – 921 W Main St

The site is located at the southeast corner of MC 85 and Litchfield Road. The building is existing.

Having met the State statute requiring a minimum separation of 300 feet from schools, school recreational areas, and churches back in July of 2013, the current application is exempt from having to meet this requirement now.

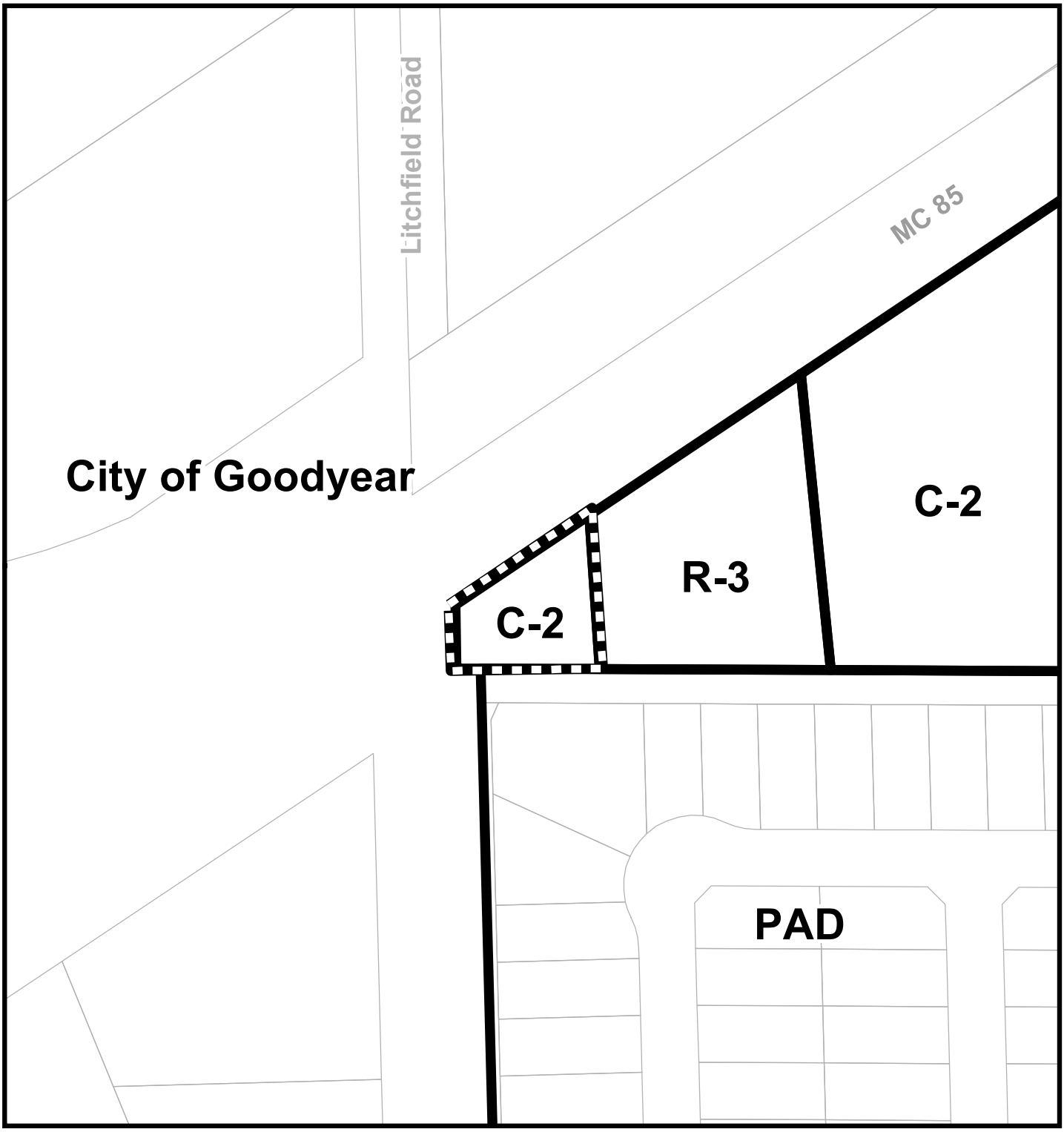
The General Plan designates the property as local commercial. The subject property is zoned Community Commercial District (C-2). A gas station with a convenience store is permitted with a Conditional Use permit. The use is legal nonconforming.

Attachment: Aerial Photography
Zoning Vicinity Map

2013 AERIAL MAP

Avondale

Subject Property



Zoning Vicinity Map

Avondale

Subject Property

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SERIES 10: BEER AND WINE STORE
AGENT CHANGE/ACQUISITION OF CONTROL

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☒ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: THERESA JUNE MORSE

BUSINESS NAME: QUIK FOOD MART

BUSINESS ADDRESS: 921 W. MAIN STREET

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

10/8/13
DATE

Tax Audit Supervisor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 4, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 15, 2013

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: *OCTOBER 9, 2013*

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE **AVONDALE CITY COUNCIL**

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, NOVEMBER 4, 2013
AT 7:00 PM.

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

**SERIES 10: BEER AND WINE STORE **

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

Quik Food Mart
921 W. Main Street
Avondale, AZ. 85323

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

10.09.2013 10:14

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

*13 SEP 27 Liq. Lic. Hrg.

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box
- ☒ Agent Change — Complete Sections 1,2,3,4,6 (See Note 1 on back)
- ☒ Acquisition of Control — Complete Sections 1,2, (3,4 if changing Agent) 6
- ☒ Restructure — Complete Sections 1,2,(3,4 if changing Agent) 5,6 (See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)
   MORSE (Last) THERESA (First) JUNE (Middle) — Liquor License # 10076404
2. ☐ Corporation ☒ L.L.C. ☐ N/A: QUIK FOOD MART, LLC (Exactly as it appears on Articles of Inc. or Articles of Org.) — Corp. File #: L18469333
3. Business Name: QUIK FOOD MART (Exactly as it appears on license)
4. Business Address: 921 W MAIN ST. (Do not use P.O. Box Number) AVONDALE (City) MARICOPA (COUNTY) 85323 (Zip)
5. Is the business located within the incorporated limits of the above city or town? ☒ Yes ☐ No
6. Mailing Address: ___ City, State, Zip
7. Business Phone: (623) 932-9033 Residence Phone:
8. Does this transaction involve the sale of any portion of the corporate stock? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.
9. Has there been any change of officers? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

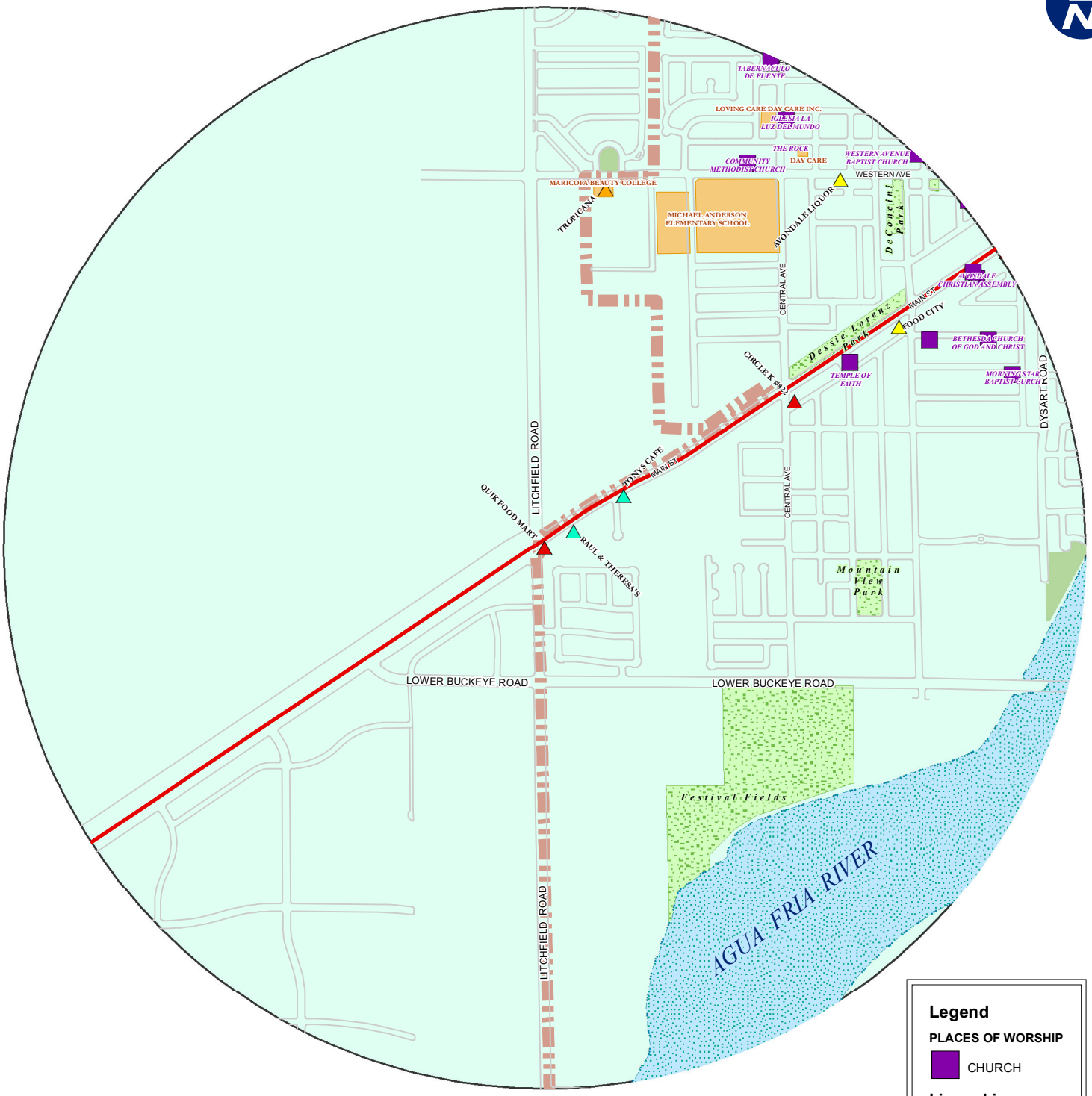
Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City State Zip
KAZI	HAMID	ABDUL	MANAGER MEM		

Office DEPOT.

Avondale QUIK STOP COLD BEER
GROCERIES • SNACKS • [redacted] • [redacted] • LOTTERY • GAS
$5.49 $9.99
THANK YOU FOR SHOPPING HERE YOUR BUSINESS IS APPRECIATED
10.09.2013 10:18



Legend

PLACES OF WORSHIP

- CHURCH

Liquor License

- SERIES 5
- SERIES 11
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 15
- SERIES 16
- SCHOOLS

QUIK FOOD MART
921 W MAIN ST
1 Mile Buffer

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Agent Change and Acquisition of Control - Claim Jumper Restaurant

MEETING DATE:
November 4, 2013

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 Ms Andrea Dahlman Lewkowitz for approval of an Agent Change and Acquisition of Control for the Series 12 - Restaurant Liquor License at Claim Jumper Restaurant located at 10125 W McDowell Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Ms Andrea Dahlman Lekowitz for an agent change and acquisition of control of a series 12 (Restaurant) liquor license resulting from changes in their corporate structure. The required fees totaling $1,350.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted for the required period of time starting October 9, 2013 and a notice was published in the West Valley View on October 25 and 29, 2013. No comments have been received.

The Development Services, Police and Fire Departments have reviewed the application and are recommending approval. While not required by the ordinance, the application was also reviewed by the Finance Department which has determined that the store is in good financial standing with the City. Department comments are attached.

RECOMMENDATION:

Staff recommends approval of a request from Ms Andrea Dahlman Lewkowitz for approval of an Agent Change and Acquisition of Control for the Series 12 - Restaurant Liquor License at Claim Jumper Restaurant located at 10125 W McDowell Road in Avondale.

ATTACHMENTS:

Click to download

- Application
- Review by Departments
- Posting Photos
- Vicinity Map

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box

- [X] Agent Change — Complete Sections 1,2,3,4,6 (See Note 1 on back)
- [X] Acquisition of Control — Complete Sections 1,2, (3,4 if changing Agent), 6
- [ ] Restructure — Complete Sections 1,2,(3,4 if changing Agent) ,5,6 (See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)
   LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) 12078685 (Liquor License #)
2. [ ] Corporation [X] L.L.C. [ ] N/A: CLAIM JUMPER ACQUISITION COMPANY LLC (Exactly as it appears on Articles of Inc. or Articles of Org.) Corp. File #: R-1641861-5
3. Business Name: CLAIM JUMPER RESTAURANT (Exactly as it appears on license)
4. Business Address: 10125 W McDOWELL RD (Do not use P.O. Box Number) AVONDALE (City) MARICOPA (COUNTY) 85323 (Zip)
5. Is the business located within the incorporated limits of the above city or town? [X] Yes [ ] No
6. Mailing Address: C/O LANDRY'S-LICENSING DEPT., 1510 WEST LOOP SOUTH, HOUSTON, TX 77027 (City, State, Zip)
7. Business Phone: (623) 742-9892 Residence Phone: (____, ____
8. Does this transaction involve the sale of any portion of the corporate stock? [X] YES [ ] NO [ ] N/A If yes, submit a certified copy of minutes.
9. Has there been any change of officers? [ ] YES [X] NO [ ] N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City State Zip
FERTITTA	TILMAN	JOSEPH	PRESIDENT		
SCHEINTHAL	STEVEN	LEE	VP/SECY		
LIEM	RICHARD	HOLDEN	VP/TR/CFO		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

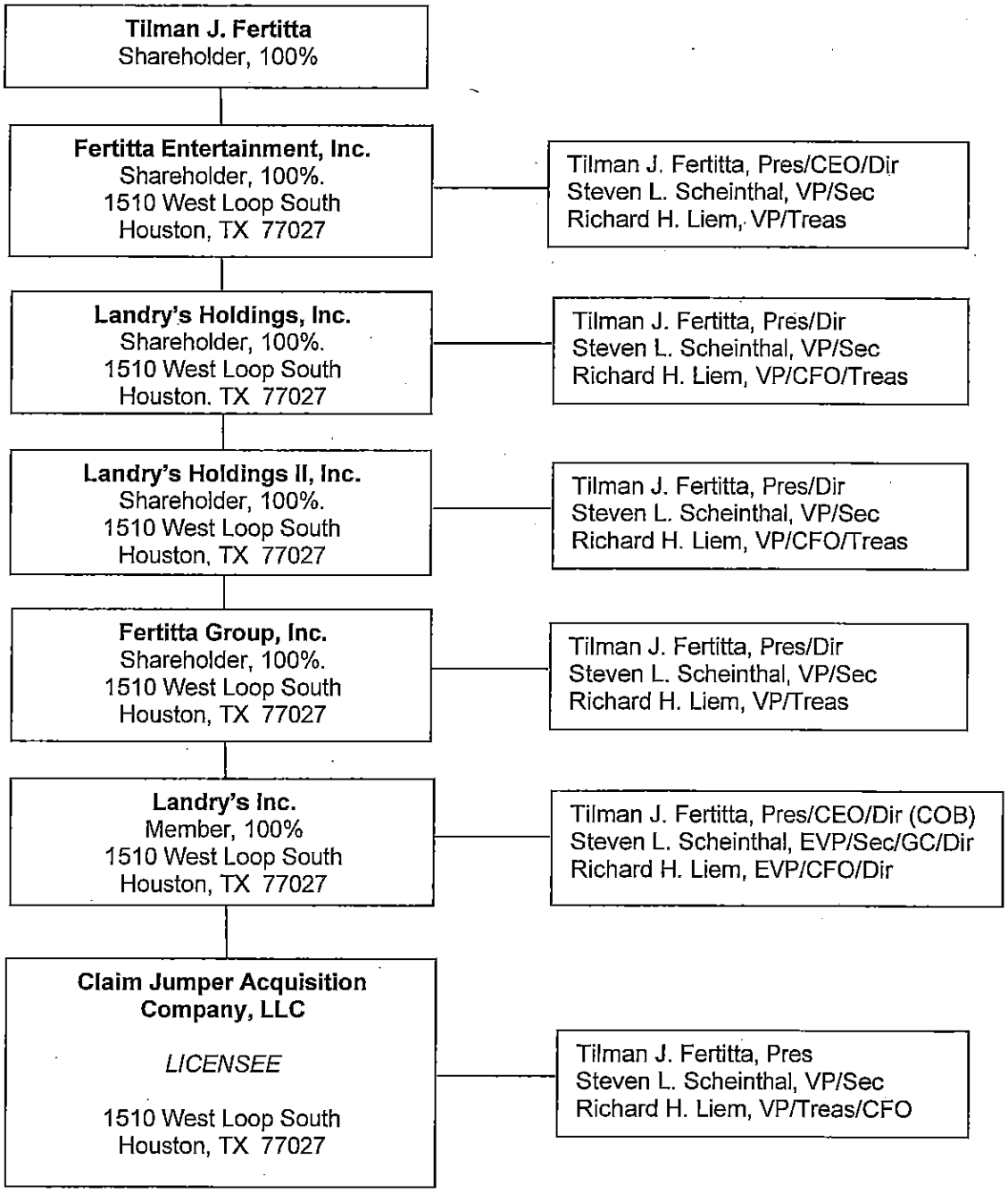
Last	First	Middle	% Owned	Residence Address	City State Zip
SEE ATTACHED OWNERSHIP CHART					

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Disabled individuals requiring special accommodations please call the Department

1/7/2013

Date Received 10-01-13
CSR JB



'13 OCT 1 Liq. Lic. #1053

LANDRY'S

DINING • HOSPITALITY • ENTERTAINMENT • GAMING

September 18, 2013

RECEIVED
SEP 26 2013
ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007

Re: Claim Jumper Acquisition Company LLC
AZ Corporation Commission File No. R-1641861-5

'13 OCT 1 AM 11:53

Dear Sir or Madam:

Please update the Corporation Commission's records to reflect the following officers for Claim Jumper Acquisition Company LLC:

Title	Name	Address
President	Tilman Fertitta	1510 W. Loop South Houston, TX 77027
Vice President/Secretary	Steven Scheinthal	1510 W. Loop South Houston, TX 77027
Vice President/Treasurer/CFO	Richard Liem	1510 W. Loop South Houston, TX 77027

Thank you for your attention to this matter.

Sincerely,

Steven L. Scheinthal
Vice President/Secretary

WRITTEN CONSENT
OF
THE SOLE DIRECTOR
OF
FERTITTA ENTERTAINMENT, INC.

December 15, 2011

In accordance with the Texas Business Organizations Code, the undersigned, being the sole director of Fertitta Entertainment, Inc., a Texas corporation (the "***Corporation***"), hereby adopts the following recitals and resolutions effective as of the date first set forth above:

APPROVAL OF MERGER, MERGER AGREEMENT AND CONTEMPLATED TRANSACTIONS

WHEREAS, there has been presented for review and approval to the sole director of the Corporation that certain Agreement and Plan of Merger (the "***Merger Agreement***") by and among Fertitta Morton's Restaurants, Inc., a Delaware corporation ("***Parent***"), Fertitta Morton's Acquisition, Inc., a Delaware corporation ("***Acquisition Sub***"), Claim Jumper Acquisition Company, LLC, a Nevada limited liability company ("***CJAC***"), the Corporation, and Morton's Restaurant Group, Inc., a Delaware corporation ("***Morton's***") in substantially the form previously provided to the sole director of the Corporation; and

WHEREAS, the sole director deems it advisable and in the best interests of the Corporation to merge Acquisition Sub with and into Morton's, with Morton's as the surviving company (the "***Merger***") pursuant to the Merger Agreement, as reviewed by the sole director; and

WHEREAS, the sole director has taken all actions necessary, appropriate, or advisable to make a disinterested, good faith assessment of the Merger Agreement and the transactions contemplated by the Merger Agreement (collectively, the "***Contemplated Transactions***"); and

WHEREAS, the sole director has considered, reviewed, and assessed the Merger Agreement and the Contemplated Transactions with counsel to the Corporation and has determined the Merger Agreement and the Contemplated Transactions to be advisable to, and in the bests interests of, the Corporation and its sole stockholder and desires to authorize, approve, and adopt the Merger Agreement and the Contemplated Transactions;

NOW, THEREFORE, BE IT RESOLVED, that the sole director hereby authorizes and directs the Corporation to enter into the Merger Agreement, take the actions required to complete the Contemplated Transactions, and merge Acquisition Sub with and into Morton's with Morton's surviving the Merger; and be it

RESOLVED FURTHER, that the Corporation hereby approves the Merger and the terms of the Merger Agreement and that the appropriate officer(s) of the Corporation be, and each of them hereby is, authorized, empowered, and directed to (a) execute, deliver and perform the Merger

'13 OCT 1 LIC. #1053

Agreement and the Contemplated Transactions (including, without limitation, to execute, deliver and perform each other agreement, document and instrument contemplated by the Merger Agreement and the Contemplated Transactions) and to take any action necessary or appropriate to authorize the Corporation to perform any actions and obligations thereunder, and (b) to take and cause to be taken such other actions (including, without limitation, as to amendments, modifications, supplements, and waivers of the Merger Agreement and the Contemplated Transactions) as such officer(s) shall deem necessary or desirable to effectuate the Merger Agreement and the Contemplated Transactions, and the execution and delivery of such documents, agreements, instruments and certificates and the taking of such actions shall conclusively establish the authority of such officers therefor from the Corporation and the approval and ratification thereof by the Corporation.

APPROVAL OF CONTRIBUTION OF CJAC

WHEREAS, the Corporation is the sole member of CJAC;

WHEREAS, the Corporation desires to contribute its membership interest in CJAC to Parent as a contribution to the capital of Parent (the "***Contribution***");

WHEREAS, the sole director deems it advisable and in the best interests of the Corporation to cause the Contribution to be made;

NOW, THEREFORE, BE IT RESOLVED, that the sole director hereby authorizes and directs the Corporation to cause the Contribution to be made and to take all actions required to complete the Contribution; and be it

RESOLVED FURTHER, that the appropriate officer(s) of the Corporation be, and each of them hereby is, authorized, empowered, and directed to (a) execute, deliver and perform the Contribution and to take any action necessary or appropriate to authorize the Corporation to perform any actions and obligations thereunder, and (b) to take and cause to be taken such other actions as such officer(s) shall deem necessary or desirable to effectuate the Contribution, and the execution and delivery of such documents, agreements, instruments and certificates and the taking of such actions shall conclusively establish the authority of such officers therefor from the Corporation and the approval and ratification thereof by the Corporation.

APPROVAL OF SEC FILINGS

RESOLVED FURTHER, that the appropriate officer(s) of the Corporation be, and each hereby is, authorized, empowered and directed, in the name of and on behalf of the Corporation, to prepare and to execute and file with the Securities and Exchange Commission (the "***SEC***") a Beneficial Ownership Report on Schedule 13D (the "***Schedule 13D***"), and all related documents and exhibits in connection therewith and all necessary amendments thereto, and any other required SEC filings, all in accordance with the requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the SEC thereunder, as such officers executing the same shall approve, such approval for, on behalf of and in the name of the Corporation, to be conclusively evidenced by their signature thereto or filing thereof; and be it

'13 OCT 1 LIT. LIC. #1053

RESOLVED FURTHER, that Tilman J. Fertitta or Steven L. Scheinthal is hereby designated as agent for service of process to be named in any required SEC filings, with all the powers incident to such appointment; and be it

RESOLVED FURTHER, that the appropriate officer(s) of the Corporation be, and each of them hereby is authorized empowered and directed, for, and on behalf of the Corporation, to do all such acts and things that, in the judgment of the officer taking such action may be considered useful or desirable in connection with the the Schedule 13D and as may be required by the Securities Exchange Act of 1934 and the Rules and Regulation promulgated thereunder; and be it

APPROVAL OF ANTITRUST FILINGS

RESOLVED FURTHER, that the appropriate officers of the Corporation are hereby authorized, empowered and directed to file a Notification and Report Form for Certain Mergers and Acquisitions in connection with the Merger Agreement, if applicable, with the Federal Trade Commission and the Antitrust Division of the Department of Justice pursuant to the Hart-Scott-Rodino Improvements Act of 1976, as amended, and any and all such documents and filings as shall be required by various state and/or federal antitrust regulatory authorities in connection with the Merger Agreement and the consummation of the transactions contemplated by the Merger Agreement; and be it

GENERAL AUTHORIZATION

RESOLVED FURTHER, that the execution by any of said officers of any document authorized by the foregoing resolutions or any document executed in the accomplishment of any action or actions so authorized, is (or shall become upon delivery) the enforceable and binding act and obligation of the Corporation without the necessity of the signature or attestation of any other officer of the Corporation or the affixing of the corporate seal; and be it

RESOLVED FURTHER, that all acts, transactions, or agreements undertaken prior to the adoption of these resolutions by any of the officers or representatives of the Corporation, in their names and for their accounts with the Corporation in connection with the foregoing matters are hereby ratified, confirmed and adopted by the Corporation; and be it

RESOLVED FURTHER, that the appropriate officers of the Corporation be, and each of them hereby is authorized, empowered and directed, to do and perform all such acts and things and to enter into and execute all such documents that, in the judgment of the officer taking such action, are necessary or appropriate to effectuate and carry out the purpose and intent of the foregoing resolutions, each such determination conclusively to be evidenced by the taking of such action by such offer.

[Signature Page Follows]

'13 OCT 1 Liq. Lic. #1054

IN WITNESS WHEREOF, the undersigned has caused this consent to be executed as of the date set forth above:

SOLE DIRECTOR:

TILMAN J. FERTITTA

'13 OCT 1 L9:L15 M1054

SECTION 3 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

1. **If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.**

   As an Agent, will you be physically present and operating the licensed premises? ☐ YES ☒ NO

   If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**
To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: 12078685 Date of last renewal: MARCH 2013
2. Current Licensee or Agent: ESCH LEE EDWARD
   (Exactly as it appears on license) Last First Middle

I, STEVEN LEE SCHEINTHAL, hereby consent to the agent appointment named herein and
(Print full name)
agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

X
(Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER)

State of TEXAS County of HARRIS
The foregoing instrument was acknowledged before me this
25th day of SEPTEMBER, 2013
Day Month Year

My commission expires on: LISA J BURGESS Notary Public, State of Texas My Commission Expires September 01, 2015

(Signature of NOTARY PUBLIC)

SECTION 5 **(COMPLETE THIS SECTION FOR RESTRUCTURE)**

Is there more than one licensed premises involved? ☐ YES ☐ NO If yes, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:	**Type of new ownership:**
☐ J.T.W.R.O.S.	☐ J.T.W.R.O.S.
☐ INDIVIDU AL	☐ INDIVIDUAL
☐ PARTNERSHIP	☐ PARTNERSHIP
☐ CORPORATION	☐ CORPORATION
☐ LIMITED LIABILITY CO.	☐ LIMITED LIABILITY CO.
☐ TRUST	☐ TRUST
☐ OTHER Explain	☐ OTHER Explain

SECTION 6 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**
To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, ANDREA DAHLMAN LEWKOWITZ, hereby declare that I am the APPLICANT filing this application.
(Print full name)
have read the application and the contents and all statements are true, correct and complete.

X
(Signature of INDIVIDUAL OR AGENT)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
26 day of SEPTEMBER, 2013
Day Month Year

My commission expires on: OFFICIAL SEAL JENNIFER BENSON NOTARY PUBLIC - State of Arizona MARICOPA COUNTY My Comm. Expires February 16, 2016

(Signature of NOTARY PUBLIC)

NOTE 1: The fee for an agent change MUST be submitted with this application: $100.00 for the first application and $50.00 for each additional application, not to exceed $1,000.00. (A.R.S. 4-209.H)

NOTE 2: The $100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

13 OCT 1 LIQ. LIC. AM10:54

Document #: 04258288

LIMITED LIABILITY COMPANY STATEMENT OF ADDRESS CHANGE AND STATEMENT OF STATUTORY AGENT CHANGE

Pursuant to A.R.S. §§ 29-605 and 29-605.01

FILING FEE $5.00 (A.R.S. § 29-851)

THIS FORM IS NOT TO BE USED FOR ADDING MEMBERS – IF AD MEMBERS PLEASE USE THE AMENDMENT FORM

It is important that the information you provide on this form be correct. To obtain the correct inform Limited Liability Company's current known place of business and statutory agent, consult the Cus Bank at (602) 542-3026 or the Division's website at www.azcc.gov/divisions/corporations.

1. The exact name of the Limited Liability Company (LLC) currently on file with the Arizona C Commission (ACC) is:

   CLAIM JUMPER ACQUISITION COMPANY LLC

2. The ACC file number is: R-1641861-5

3. The current address of the LLC's known place of business on file with the ACC is:

   _____

   _____

   _____

13 OCT 1 PM 12:16 #1054

4. The name and **street address*** of the current statutory agent on file with the ACC are:

   NATIONAL REGISTERED AGENTS INC
   300 W CLARENDON AVE #230
   PHOENIX,AZ 85013

5. If the LLC was not organized in Arizona, the address of the office required to be maintaine its organization or, if not so required, of the principal office of the foreign LLC is:

   _____

   _____

   _____

6. Is the known place of business in Arizona to be changed?

   ☐ No ☐ Yes and the address of the new place of business is:

   _____

   _____

   _____

* **street address** must be a physical address. P.O. Box addresses and personal mail boxes (PMB) will not be

LLC Name CLAIM JUMPER ACQUISITION COMPANY LL ACC File Number R-1641

7. Is the street address of the current statutory agent to be changed?
☐ No. ☒ Yes, the new **street address*** of the current statutory agent is:

National Registered Agents, Inc.

2390 E Camelback Road

Phoenix, Arizona 85016

8. Is a new statutory agent to be appointed?
☒ No. ☐ Yes. If you checked "yes", you must complete the following information and the r statutory agent must accept his/her appointment (below).

The **new** statutory agent is: _____

New **street address*** of the statutory agent is:

_____

_____

_____

If the entity indicates its address of the known place of business in Arizona is our (the statutory ag please update accordingly.

Acceptance of Appointment

By Statutory Agent

The undersigned hereby acknowledges and accepts the appointment as statutory agent above-named limited liability company effective this _____ day of _____, __

Signature: _____

Printed Name: _____ Title: _____

_____

If signing on behalf of a company, please print the company name i

9. Is the address of one or more of the LLC's members or managers to be changed?
☐ No. ☐ Yes. If you checked "yes", you must complete the following information for each member or manager whose address is to be changed:

Name: _____, Member or Manager (*circle one*)

Current Address: _____ **New Address:** _____

_____ _____

_____ _____

http://images.azcc.gov/scripts/cgi/dwispart2.pl?COMMAND=4&SESSIONID=6S5quVK... 9/27/2013

LLC Name CLAIM JUMPER ACQUISITION COMPANY LL ACC File Number R-1641(

Name: _____, Member or Manager (circle one)

Current Address: _____ New Address: _____

Name: _____, Member or Manager (circle one)

Current Address: _____ New Address: _____

Name: _____, Member or Manager (circle one)

Current Address: _____ New Address: _____

* **street address** must be a physical address. P.O. Box addresses and personal mail boxes (PMB) will not be accep

Changes to the statutory agent address must be executed by the statutory agent. Dated this 5th day of April, 2013 Signature: Kathleen Fritz Printed Name: Kathleen Fritz, VP National Registered Agents, Inc. If signing on behalf of a company, please print the company name here.	A.R.S §§29-605 and 29-605.01 requires to limited liability companies (except for c the statutory agent's address) be execut member/manager of the LLC. Dated this _____ day of _____, Signature: _____ Printed Name: _____ Title: _____

This form must be delivered to:

ARIZONA CORPORATION COMMISSION
Corporations Division
1300 West Washington
Phoenix, Arizona 85007-2929

LL:0006

Arizona Corp

'13 OCT 1 PM 4:54

Document #: 03631515

LIMITED LIABILITY COMPANY
STATEMENT OF ADDRESS CHANGE AND
STATEMENT OF STATUTORY AGENT CHANGE

Pursuant to A.R.S. §§ 29-605 and 29-605.01

FILING FEE $5.00 (A.R.S. § 29-851)

THIS FORM IS NOT TO BE USED FOR ADDING MEMBERS – IF AD MEMBERS PLEASE USE THE AMENDMENT FORM

It is important that the information you provide on this form be correct. To obtain the correct info about the Limited Liability Company's current known place of business and statutory agent, cons Customer Phone Bank at (602) 542-3026 or the Division's website at www.azcc.gov/divisions/co

1. The exact name of the Limited Liability Company (LLC) currently on file with the Arizona Cor Commission (ACC) is:

   CLAIM JUMPER ACQUISITION COMPANY LLC

Arizona Corpor Commissio Received: 7/20

2. The ACC file number is: R-1641861-5

3. The current address of the LLC's known place of business on file with the ACC is:

   _____

   _____

   _____

4. The name and **street address*** of the current statutory agent on file with the ACC are:

   NATIONAL REGISTERED AGENTS INC

   638 N 5TH AVE

   PHOENIX,AZ 85003

5. If the LLC was not organized in Arizona, the address of the office required to be maintained i its organization or, if not so required, of the principal office of the foreign LLC is:

   _____

   _____

   _____

6. Is the known place of business in Arizona to be changed?
   ☒ No ☐ Yes and the address of the new place of business is:

   _____

   _____

   _____

07 OCT 1 Liq. Lic. 0M1054

LLC Name: CLAIM JUMPER ACQUISITION COMPANY LL File Number R-1641

7. Is the street address of the current statutory agent to be changed?
   ☐ No. ☑ Yes, the new **street address*** of the current statutory agent is:

   300 W CLARENDON AVE #230

   PHOENIX, AZ 85013

8. Is a new statutory agent to be appointed?
   ☐ No. ☐ Yes. If you checked "yes", you must complete the following information and th statutory agent must accept his/her appointment (below).

The new statutory agent is: _____

New **street address*** of the statutory agent is:

_____

_____

_____

'13 OCT 1 LIQ. LIC. RM1054

Acceptance of Appointment
By Statutory Agent

The undersigned hereby acknowledges and accepts the appointment as statutory agen

the above-named limited liability company effective this _____ day of _____, ___

Signature: _____

Printed Name: _____ Title: _____

_____
If signing on behalf of a company, please print the company name he

9. Is the address of one or more of the LLC's members or managers to be changed?
   ☐ No. ☐ Yes. If you checked "yes", you must complete the following information for ea member or manager whose address is to be changed:

Name: _____, Member or Manager (*circle one*)

Current Address: _____ New Address: _____

_____ _____

_____ _____

LLC Name: CLAIM JUMPER ACQUISITION COMPANY LL File Number R-1641

Name: _____, Member or Manager (circle one)

Current Address: _____ New Address: _____

Name: _____, Member or Manager (circle one)

Current Address: _____ New Address: _____

Name: _____, Member or Manager (circle one)

Current Address: _____ New Address: _____

* street address must be a physical address. P.O. Box addresses and personal mail boxes (PMB) will not be acc

Changes to the statutory agent address must be executed by the statutory agent. Dated this 2nd day of May, 2011 Signature: Printed Name: DANIEL N MILES NATIONAL REGISTERED AGENTS, INC If signing on behalf of a company, please print the company name here.	A.R.S §§29-605 and 29-605.01 requires th to limited liability companies (except for cha statutory agent's address) be execut member/manager of the LLC. Dated this _____ day of _____. Signature: _____ Printed Name: _____ Title: _____

This form must be delivered to:

ARIZONA CORPORATION COMMISSION
Corporations Division
1300 West Washington

AZ Corp. Commission
03347220

AZ CORPORATION COMMISSION
FILED

FEB 08 2011

FILE NO. R-1641861-5

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF AMENDMENT
OF
FOREIGN LIMITED LIABILITY COMPANY

A Our actual name (or the name under which we originally obtained a certificate of Registration in Arizona) is:

Claim Jumper Acquisition Company LLC

We are a(n) Nevada (State, Province or Country of its organization) Limited Liability Company authorized to do business in the state of Arizona and now must file Articles of Amendment pursuant A.R.S. §29-505 because we have changed the following:

☐ **B** The new name in state of organization is:

If the exact name of the foreign LLC is not available for use in this state, then the fictitious name adopted by the manager, member or authorized agent in Arizona is:

(Please submit a copy of the company's resolution adopting the fictitious name)

☒ **C** Other changes: Remove - Mark Augarten as member - 1610 W Loop South, Houston, TX 77027
Add - Tilman Fertitta as Manager - 610 W Loop South, Houston, TX 77027

Filing Not Required in Domicile

Attached hereto is a certified copy of the foreign limited liability company's amendment, redomestication or otherwise of its Articles of Organization filed in its state of organization.

EXECUTED by (signature): _____
Check one: ☒ Member ☐ Manager ☐ Authorized Agent

Printed Name: Tilman Fertitta

Signature (original signature required, facsimile or stamp not acceptable)

LLA0040
Rev 100808

Page 1 of 2

Arizona Corporation Commission
Corporations Division

'13 OCT 1 LIC. MIDT

AZ Corp. Commission
03314694

AZ CORPORATION COMMISSION
FILED

NOV 1 0 2010

FILE NO. R-1641 8615

APPLICATION FOR REGISTRATION OF A FOREIGN LIMITED LIABILITY COMPANY
Pursuant to A.R.S. §29-802

1. The name of the foreign limited liability company is:
Claim Jumper Acquisition Company LLC

1. a. If the exact name of the foreign limited liability company is not available for use in this state or does not meet the requirements of A.R.S. § 29-802, then the fictitious name adopted for use by the limited liability company in Arizona is:
_____ (FN)

2. The company is organized under the laws of: Nevada
(State or Country)

3. The date of the company's formation is: 11/12/2010

4. The purpose of the company or the general character of business it proposes to transact in Arizona is:
Restaurants

5. The name and street address of the statutory agent for the foreign limited liability company in Arizona is:
National Registered Agents, Inc.
838 North 5th Avenue
Phoenix, AZ 85004

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

I, National Registered Agents, Inc. (print name), having been designated to act as statutory agent, hereby consent to act in that capacity until removal or resignation is submitted in accordance with the Arizona Revised Statutes.

Signature Denise Bell, Asst. Secy.

National Registered Agents, Inc.

If signing on behalf of a company, print company name here.

1. The company name must contain an ending which may be "limited liability company." Acceptable abbreviations: "L.L.C.", "L.C.", "LLC" or "LC". If you are the holder or assignee of a trade name, attach a copy of the trade name certificate. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the fictitious name. The resolution must be signed by a member or by a manager, whichever is applicable.

2. Provide the name of the state or country under whose laws your company was formed.

3. Provide the date on which your company was formed or organized in the state or country of formation.

4. Provide the general character of business you plan to transact in Arizona.

5. The statutory agent must provide a street address. If statutory agent has a P.O. Box, then they must also provide a street address/location.

The agent must consent to the appointment by signing the consent.

13 OCT 1 1 PM 1:15 BM1054

6. Check A or B to show which management structure will be applicable to your company. Provide name and address for each person, and check whether they are member, manager, or both.

7. If the state or country of formation does not require an address to be maintained, provide the street address of the statutory agent in the state or country of formation.

The application must be signed by a member or manager, as applicable, or by a duly authorized agent.

Attach a certificate of existence or document of similar import duly authenticated within 90 days of its delivery to the A.C.C. by the official having custody of corporate records in the state or country under whose law the LLC is formed.

6. Management Structure (check A or B):

A ☐ **Management of the limited liability company is vested in a manager or managers.** Give the name and address of each and every manager AND of each and every member who owns a twenty percent or greater interest in the capital or profits of the limited liability company, and check off member and/or manager.

Name: _____ [ ] member [ ] manager
Address: _____
City, State, Zip: _____

Name: _____ [ ] member [ ] manager
Address: _____
City, State, Zip: _____

Name: _____ [ ] member [ ] manager
Address: _____
City, State, Zip: _____

Name: _____ [ ] member [ ] manager
Address: _____
City, State, Zip: _____

B ☒ **Management of the limited liability company is reserved to the members.** Give the name and address of each and every member.

Name: Mark Augarten
Address: 1510 West Loop South
City, State, Zip: Houston, TX 77027

Name: _____
Address: _____
City, State, Zip: _____

Name: _____
Address: _____
City, State, Zip: _____

Name: _____
Address: _____
City, State, Zip: _____

7. Give the address of the office required to be maintained in the state or country of formation.

1510 West Loop South, Houston, TX 77027

Signed this _____ day of _____

Signature

Mark Augarten
Print Name (check one) ☒ Member ☐ Manager ☐ Authorized Agent

PHONE: 949-279-4720 FAX: _____

'13 OCT 1 PM 1:15 #1054

LLC03
Rev. 08/2010

Page 2 of 3

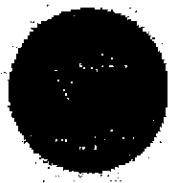
Arizona Corporation Commission
Corporations Division

SECRETARY OF STATE

CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, CLAIM JUMPER ACQUISITION COMPANY LLC, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since November 12, 2010, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on November 18, 2010.

ROSS MILLER
Secretary of State

Electronic Certificate
Certificate Number: C20101118-0370
You may verify this electronic certificate online at http://www.nvsos.gov/

'13 OCT 1 LIC. 041054

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP current 12/2011
P1056227 JB

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 AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

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

Liquor License # 12078685
(If the location is currently licensed)

1. **Check appropriate box** →

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

2. Name: Lewkowitz (Last) Andrea (First) Dahlman (Middle) Date of Birth: / / (NOT a Public Record)

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

4. Place of Birth: Mankato (City) MN (State) USA (Country) (not county) Height: 5'8 Weight: 135 Eyes: Hzl Hair: Blonde

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed

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

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

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

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: Claim Jumper Restaurant Premises Phone: (623) 742-9892

11. Physical Location of Licensed Premises Address: 10125 W. McDowell Rd. (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
04/2009	CURRENT	Attorney	Lewkowitz Law 2600 N. Central Avenue, #1775, Phoenix, AZ 85004
12/2003	04/2009	Attorney	Lewkowitz Law 3101 N. Central Avenue, #200, Phoenix, AZ 85012

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	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
02/1998	CURRENT	Own				

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

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

14. As 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 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? ☐YES ☒NO
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

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? Include only criminal traffic tickets and complaints. ☐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

13 OCT 1 Liq. Lic. #1054

20. I, Andrea Dahlman Lewkowitz, 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 _____
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 21 day of SEPT, 2013
Month Year

(Signature of NOTARY PUBLIC)

OFFICIAL SEAL
JENNIFER BENSON
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 16, 2016

My commission expires on: 12 02 2017
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

LEWKOWITZ
LAW OFFICE, PLC

2600 North Central Avenue
Suite 1775
Phoenix, Arizona 85004
602.200.7222
602.200.7234
www.lewkowitzlaw.com

Andrea D. Lewkowitz
H.J. Lewkowitz

September 12, 2013

Connie Wagner, Director of Licensing
Department of Liquor Licensing & Control
800 West Washington Street, 5th Floor
Phoenix, Arizona 85007

Re: Alien Status Form and Passport

Dear Connie:

My completed Alien Status form and a copy of my passport are on file at the Arizona Department of Liquor Licenses and Control.

If you require more information from me, please call. Thank you!

Sincerely,

Andrea D. Lewkowitz

ADL/als

'13 OCT 1 Liq. Lic. 041054

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP Current 7-2012
P1011970 JB

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 AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

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

Liquor License # 12078685
(If the location is currently licensed)

1. **Check appropriate box** →

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

2. Name: Fertitta (Last) Tilman (First) Joseph (Middle) Date of Birth: ___/___/___ **(NOT a Public Record)**

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

4. Place of Birth: Galveston (City) Texas (State) USA (**Country** (not county)) Height: 5'9" Weight: 165 Eyes: Blue Hair: Brown

5. Marital Status Single ✓ Married Divorced Widowed

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

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

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

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: Claim Jumper Restaurant Premises Phone: 623-742-9892

11. Physical Location of Licensed Premises Address: 10125 W McDowell Rd (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
04/1986	CURRENT	Chairman, CEO & President	Landry's, Inc., 1510 West Loop South, Houston, TX 77027

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	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
03/2002	CURRENT	Own				

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

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

14. As 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

'13 OCT 1 Liq. Lic. #1054

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

X _____
(Signature of Applicant)

State of Texas County of Harris

LISA J BURGESS
Notary Public, State of Texas
My Commission Expires
September 01, 2015

The foregoing instrument was acknowledged before me this 23rd day of September, 2013
Month Year

My commission expires on: _____
Day Month Year

_____
(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 _____ _____ 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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL QUESTIONNAIRE

Attachment 1- Additional Information

17. On occasion, restaurants owned by Landry's, Inc. or its affiliates and subsidiaries of which I am officer, have had liquor license violations that resulted in a fine or suspension. Landry's, Inc. or its affiliates and subsidiaries have never had a liquor license application rejected, denied, or revoked.

19. Landry's, Inc. or its affiliates and subsidiaries of which I am officer, owns numerous restaurants under different names throughout the United States.

'13 OCT 1 LIQ. LIC. #1054

SEE AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
QUESTIONNAIRE

Attachment 1- Additional Information

17. On occasion, restaurants owned by Landry's, Inc. or its affiliates and subsidiaries of which I am officer, have had liquor license violations that resulted in a fine or suspension. Landry's, Inc. or its affiliates and subsidiaries have never had a liquor license application rejected, denied, or revoked.

19. Landry's, Inc. or its affiliates and subsidiaries of which I am officer, owns numerous restaurants under different names throughout the United States.

'13 OCT 15 LIQ. LIC. PM 3:15

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP Current 7-2012
P1011971 JB

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 AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

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

Liquor License # 12078685
(If the location is currently licensed)

1. **Check appropriate box** →

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

2. Name: Scheinthal (Last) Steven (First) Lee (Middle) Date of Birth: / / **(NOT a Public Record)**

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

4. Place of Birth: New York (City) NY (State) USA (**Country** (not county)) Height: 5'8" Weight: 180 Eyes: Green Hair: Brown

5. Marital Status Single ✓ Married Divorced Widowed

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

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

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

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: Claim Jumper Restaurant Premises Phone: 623-742-9892

11. Physical Location of Licensed Premises Address: 10125 W McDowell Rd (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
09/1992	CURRENT	Exec. Vice-President	Landry's, Inc., 1510 West Loop South, Houston, TX 77027

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	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
04/2010	CURRENT	Own				
06/2005	04/2010	Own				

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

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

14. As 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, Steven Lee Scheinthal, 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 _____
(Signature of Applicant)

State of Texas County of Harris

The foregoing instrument was acknowledged before me this 18th day of September, 2013
Month Year

LISA J BURGESS
Notary Public, State of Texas
My Commission Expires
September 01, 2015

My commission expires on: _____
Day Month Year

Lisa J. Burgess
(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 _____ _____ 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

2013 OCT 1 PM 1:15 TABC

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL QUESTIONNAIRE

Attachment 1- Additional Information

17. On occasion, restaurants owned by Landry's, Inc. or its affiliates and subsidiaries of which I am officer, have had liquor license violations that resulted in a fine or suspension. Landry's, Inc. or its affiliates and subsidiaries have never had a liquor license application rejected, denied, or revoked.

19. Landry's, Inc. or its affiliates and subsidiaries of which I am officer, owns numerous restaurants under different names throughout the United States.

'13 OCT 1 LIQ. LIC. #1054

SEE AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL QUESTIONNAIRE

Attachment 1- Additional Information

17. On occasion, restaurants owned by Landry's, Inc. or its affiliates and subsidiaries of which I am officer, have had liquor license violations that resulted in a fine or suspension. Landry's, Inc. or its affiliates and subsidiaries have never had a liquor license application rejected, denied, or revoked.

19. Landry's, Inc. or its affiliates and subsidiaries of which I am officer, owns numerous restaurants under different names throughout the United States.

'13 OCT 15 Liq. Lic. AM 3:15

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP current 7-2012
P1052648 JA

QUESTIONNAIRE

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In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

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

Liquor License # 12078685
(If the location is currently licensed)

1. **Check appropriate box** →

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

2. Name: Liem (Last) Richard (First) Holden (Middle) Date of Birth: / / **(NOT a Public Record)**

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

4. Place of Birth: Kansas City (City) MO (State) USA (**Country** (not county)) Height: 6'2" Weight: 220 Eyes: Hazel Hair: Brown

5. Marital Status Single ✓ Married Divorced Widowed

6. Name of Current or Most Recent Spouse: Liem (Last) Patricia (First) Lee (Middle) Franz (Maiden) Date of Birth: 08 / 26 / 1951 **(NOT a public record)**
(List all for last 5 years - Use additional sheet if necessary)

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

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

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: Claim Jumper Restaurant Premises Phone: 623-742-9892

11. Physical Location of Licensed Premises Address: 10125 W McDowell Rd (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
04/1999	CURRENT	Exec. VP, CFO & Director	Landry's, Inc., 1510 West Loop South, Houston, TX 77027

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	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
06/1999	CURRENT	Own				

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

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

14. As 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

'13 OCT 1 Liq. Lic. AM10:54

20. I, Richard Holden Liem, 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 _____
(Signature of Applicant)

State of Texas County of Harris

The foregoing instrument was acknowledged before me this 18th day of September, 2013
Month Year

LISA J BURGESS
Notary Public, State of Texas
My Commission Expires
September 01, 2015

My commission expires on: _____
Day Month Year

Lisa J. Burgess
(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 _____ _____ day of _____, _____
Signature of Controlling Person or Agent (circle one) Month Year

_____
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL QUESTIONNAIRE

Attachment 1- Additional Information

17. On occasion, restaurants owned by Landry's, Inc. or its affiliates and subsidiaries of which I am officer, have had liquor license violations that resulted in a fine or suspension. Landry's, Inc. or its affiliates and subsidiaries have never had a liquor license application rejected, denied, or revoked.

19. Landry's, Inc. or its affiliates and subsidiaries of which I am officer, owns numerous restaurants under different names throughout the United States.

'13 OCT 1 LIQ. LIC. #1054

SEE AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
QUESTIONNAIRE

Attachment 1- Additional Information

17. On occasion, restaurants owned by Landry's, Inc. or its affiliates and subsidiaries of which I am officer, have had liquor license violations that resulted in a fine or suspension. Landry's, Inc. or its affiliates and subsidiaries have never had a liquor license application rejected, denied, or revoked.

19. Landry's, Inc. or its affiliates and subsidiaries of which I am officer, owns numerous restaurants under different names throughout the United States.

AMENDMENT

'13 OCT 15 LIQ. LIC. PM 3:15

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12: RESTAURANT

AGENT CHANGE/ACQUISITION OF CONTROL

ROUTING:

☒ POLICE DEPARTMENT

☐ FIRE DEPARTMENT

☐ FINANCE DEPARTMENT

☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: CLAIM JUMPER RESTAURANT

BUSINESS ADDRESS: 10125 W. MCDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED

☐ DENIED

SIGNATURE

10/9/13

DATE

Acting Chief of Police

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 4, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 15, 2013

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SERIES 12: RESTAURANT
AGENT CHANGE/ACQUISITION OF CONTROL

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: CLAIM JUMPER RESTAURANT

BUSINESS ADDRESS: 10125 W. MCDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Valorie Russell
SIGNATURE

10/10/13
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 4, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 15, 2013

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SERIES 12: RESTAURANT
AGENT CHANGE/ACQUISITION OF CONTROL

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: CLAIM JUMPER RESTAURANT

BUSINESS ADDRESS: 10125 W. MCDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

10/8/13
DATE

Building Official
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 4, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 15, 2013

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SERIES 12: RESTAURANT
AGENT CHANGE/ACQUISITION OF CONTROL

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: CLAIM JUMPER RESTAURANT

BUSINESS ADDRESS: 10125 W. MCDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

10/15/13
DATE

Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 15, 2013

DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 15, 2013

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

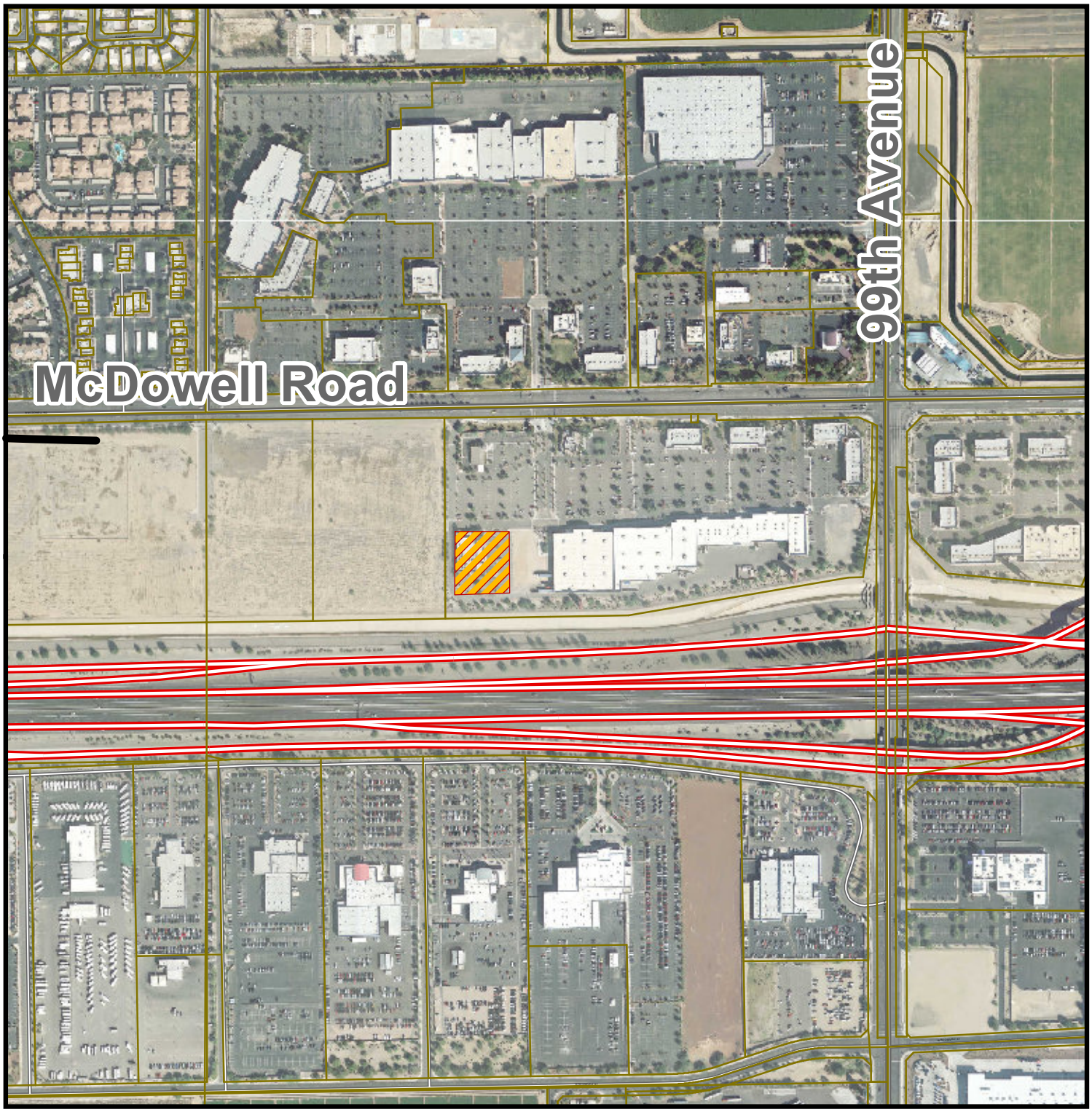
SUBJECT: Agent Change/Acquisition of Control for Series 12 Liquor License for Claim Jumper – 10055 W McDowell Rd

The site is generally located at the southwest corner of 99th Avenue and McDowell Road within the Gateway Crossing shopping center. The building is existing.

A Series 12 liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Freeway Commercial. The subject property is located within the Gateway Crossing PAD (Planned Area Development) District. A restaurant is a permitted use in the Gateway Crossing PAD.

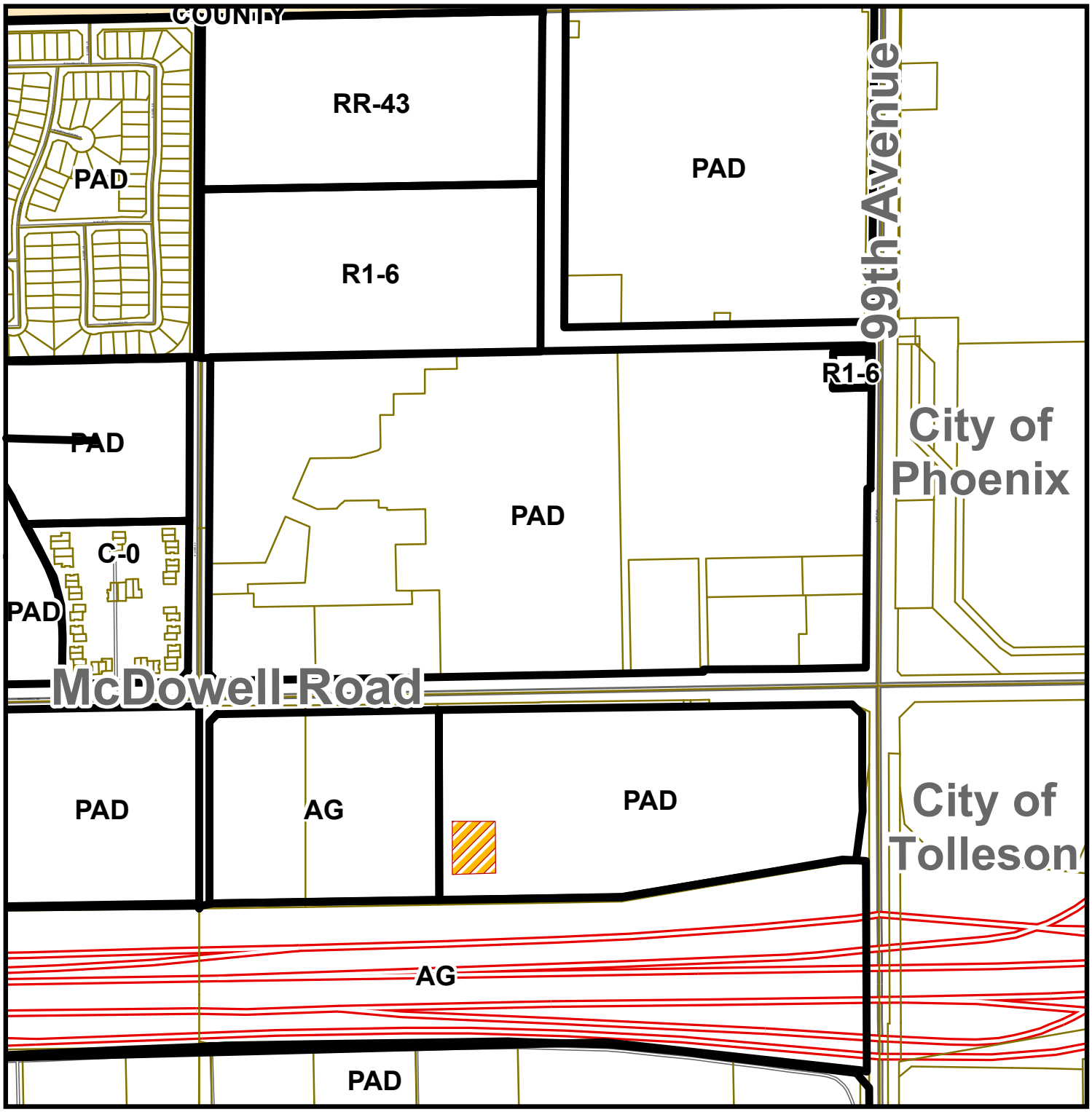
Attachment: Aerial Photography
Zoning Vicinity Map



2013 Aerial Photograph

Avondale

Claim Jumper Restaurant



Zoning Vicinity Map

Avondale

Claim Jumper Restaurant

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SERIES 12: RESTAURANT
AGENT CHANGE/ACQUISITION OF CONTROL

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☒ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: CLAIM JUMPER RESTAURANT

BUSINESS ADDRESS: 10125 W. MCDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

TAX Audit Supervisor
TITLE

10/8/13
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 15, 2013

10.09.2013 10:50

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: *OCTOBER 9, 2013*

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE **AVONDALE CITY COUNCIL**

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, NOVEMBER 4, 2013
AT 7:00 PM.

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

**SERIES 12: RESTAURANT LICENSE TO SELL ALL SPIRITUOUS LIQUORS **

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

Claim Jumper Restaurant
10125 W. McDowell Road
Avondale, AZ. 85323

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box: ☒ Agent Change (Complete Sections 1,2,3,4,6 (See Note 1 on back)) | ☒ Acquisition of Control (Complete Sections 1,2,3,4,5 (Changing Agent), 6) | ☐ Restructure (Complete Sections 1,2,3,4 (if changing Agent) ,5,6 (See Note 2 on back))

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER): LEWKOWITZ (Last) ANDREA (First) DAHEMAN (Middle) 12078685 (Liquor License # 1-5)
2. ☐ Corporation ☒ L.L.C. ☐ N/A: CLAIM JUMPER ACQUISITION COMPANY LLC (Exactly as it appears on Articles of Inc. or Articles of Org.) Corp. File #: R-1641861-5
3. Business Name: CLAIM JUMPER RESTAURANT (Exactly as it appears on license) AVONDALE (City) MARICOPA (County) 85323 (Zip)
4. Business Address: 10125 W McDOWELL RD (Do not use P.O. Box Number) City County Zip
5. Is the business located within the incorporated limits of the above city or town? ☒Yes ☐No
6. Mailing Address: C/O LANDRY'S-LICENSING DEPT., 1510 WEST LOOP SOUTH, HOUSTON, TX 77027 City State Zip
7. Business Phone: (623) 742-9892 Residence Phone: ( )
8. Does this transaction involve the sale of any portion of the corporate stock? ☒YES ☐NO ☐N/A If yes, submit a certified copy of minutes
9. Has there been any change of officers? ☐YES ☒NO ☐N/A If yes, submit a certified copy of minutes

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

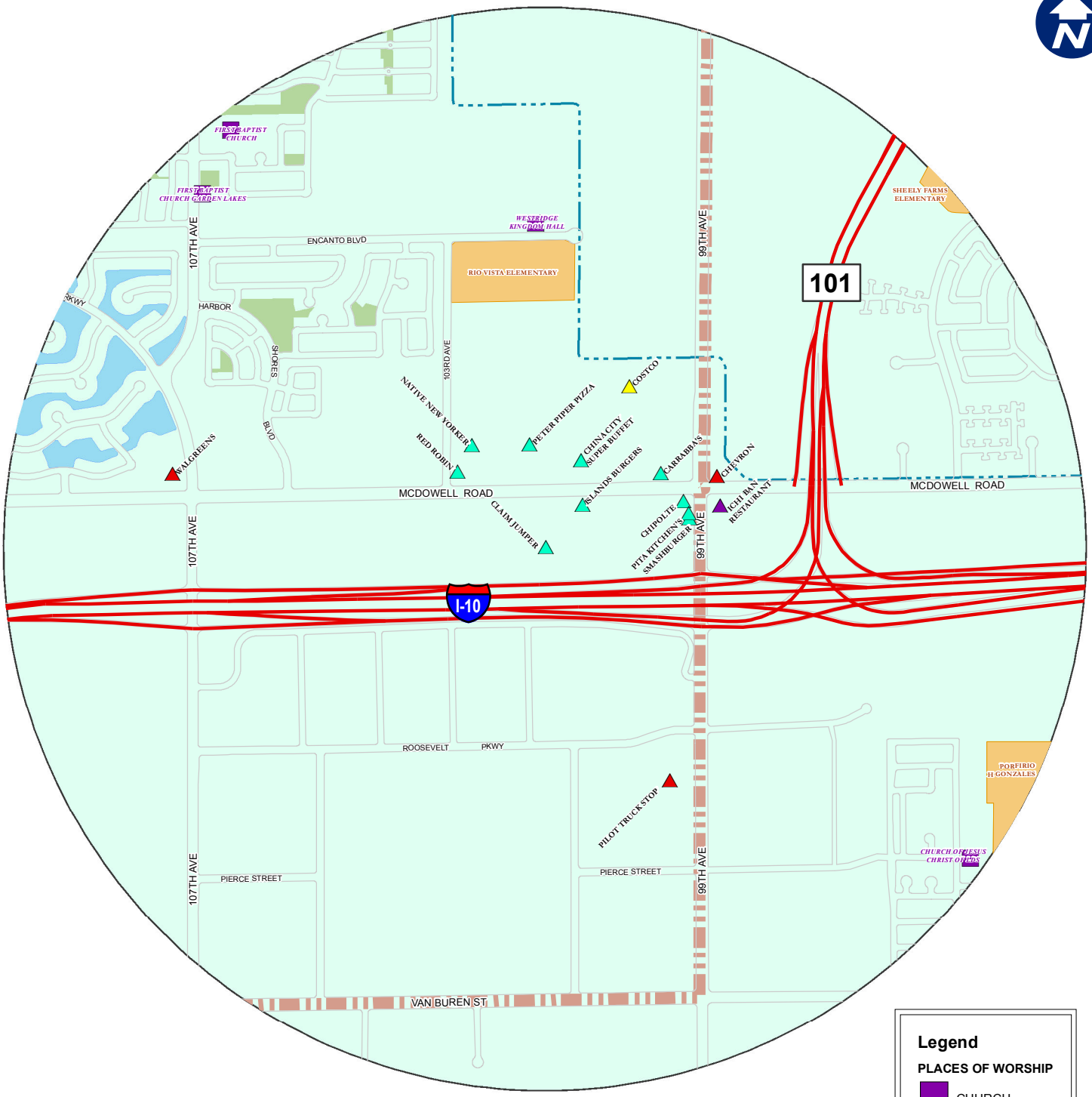
Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City, State, Zip
[illegible]	TILMAN	JOSEPH	PRESIDENT		

Office DEPOT.

CLAIM JUMPER
10.09.2013 10:51



Legend

PLACES OF WORSHIP

- CHURCH

Liquor License

- SERIES 5
- SERIES 11
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 15
- SERIES 16
- SCHOOLS

CLAIM JUMPER RESTAURANT
10125 W MCDOWELL RD
1 Mile Buffer

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement – NCS Engineers

MEETING DATE:
November 4, 2013

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director (623) 333-4411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council will enter into a Professional Services Agreement with Narasimhan Consulting Services Inc., d/b/a/ NCS Engineers to provide to provide design, bid phase support, third party coating inspections and construction phase engineering services for recoating and miscellaneous improvements to the water storage tanks at the Northside Booster Station in the amount of $80,018 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

DISCUSSION:

Staff has been monitoring the condition of the coating of the potable water storage reservoirs at the Northside Booster Station. See the attached Vicinity Map. The reservoirs have been inspected inside and outside, and the results have shown that the reservoirs need to be recoated.

Before recoating, various repairs and improvements need to be made so the coating will not fail prematurely. Some of these repairs include removal of the abandoned fill lines, construction of new fill lines that will be connected at a later date, and other miscellaneous repairs. NCS Engineers have been requested to provide design and inspections for the City due to the critical nature of the coating application.

Staff plans to have the reservoirs coated during the upcoming winter season to avoid any shutdown of the booster station during the peak summer months, so this project will be expedited.

BUDGETARY IMPACT:

Funds for this project are available in account number 514-1057-00-8520.

RECOMMENDATION:

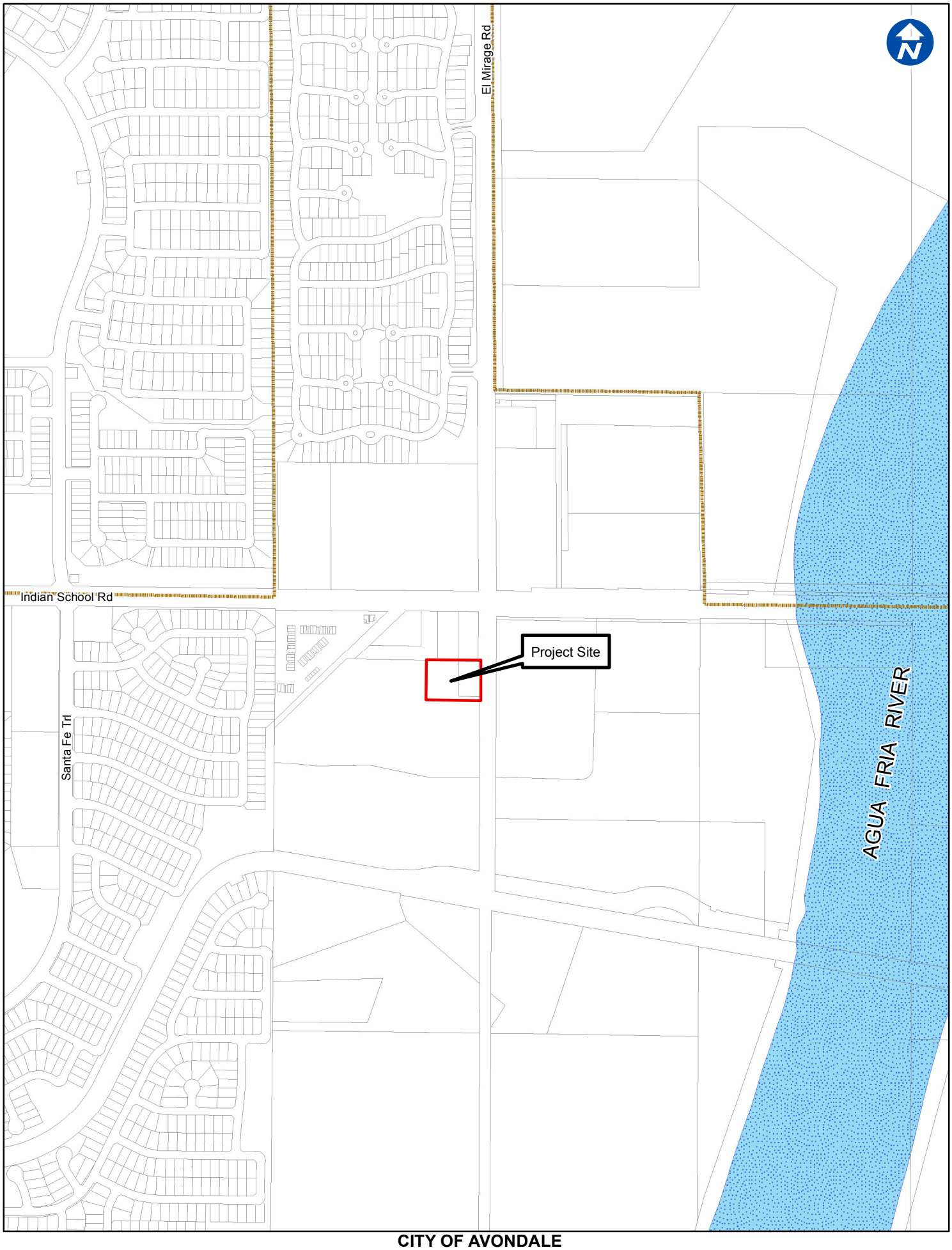
Staff recommends that the City Council enter into a Professional Services Agreement with Narasimhan Consulting Services Inc., d/b/a/ NCS Engineers, to provide design, bid phase support, third party coating inspections and construction phase engineering services for recoating and miscellaneous improvements to the water storage tanks at the Northside Booster Station in the amount of $80,018 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- ☐ Vicinity Map
- ☐ PSA - NCS Engineers

VICINITY MAP



CITY OF AVONDALE
Northside Booster Station

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/33394

CITY COUNCIL REPORT

SUBJECT:
First Amendment to Professional Services Agreement - Gannett Fleming, Inc.

MEETING DATE:
November 4, 2013

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director 623-333-4411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the First Amendment to the Professional Services Agreement with Gannett Fleming, Inc. for the design of the WOLF Headworks Bridge Crane in the amount of $8,300 for a total of $55,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

DISCUSSION:

City staff at the City's Wastewater Reclamation Facility (WOLF) has had to do maintenance on the influent screens at the plant headworks building. Currently, there is no crane to lift these screens for regular maintenance or repair activities. Staff requested Gannett Fleming, Inc. to design an overhead crane system for the facility. A Professional Services Agreement was prepared and approved by the City Manager on July 16, 2013 to include design, specifications, and inspection services for the crane installation.

It has since been discovered that more work than expected was required to determine the requirements of the electrical system, due to the nature of the facility. Also, staff has requested that Gannett Fleming design an attachment to facilitate removal of the screens due to the restricted space available. It was anticipated that this attachment was to be purchased from the manufacturer, but this was not available from the supplier.

BUDGETARY IMPACT:

Funds for this project are available in 501-9110-00-8520.

RECOMMENDATION:

Staff recommends the City Council approve the First Amendment to the Professional Services Agreement with Gannett Fleming, Inc. for the design of the Headworks Bridge Crane at the Wolf Water Resource Center in the amount of $8,300 for a total of $55,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA Amendment - Gannett Fleming, Inc.

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GANNETT FLEMING, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of November 4, 2013, between the City of Avondale, an Arizona municipal corporation (the "City") and Gannett Fleming, Inc., a Delaware corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated July 1, 2013, for Consultant to design a bridge crane to perform inspection services for the influent screens at the Avondale Water Reclamation Facility (the "Agreement").

B. The City has determined that additional services by the Consultant are necessary (the "Additional Services").

C. The City and the Consultant desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services and (iii) increase the compensation to the Consultant 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 are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The City shall increase the compensation to Consultant by $8,300.00 for the Additional Services at the rates as set forth in the Additional Fee Proposal, attached hereto as a part of Exhibit 1, resulting in an increase of the total compensation, from $46,700.00 to an aggregate amount not to exceed $55,000.00.

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 asserts that (i) 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 (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

6. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City 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

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on November _____, 2013, 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

(affix notary seal here)

"**Consultant**"

GANNETT FLEMING, INC.,
a Delaware corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on November ___, 2013, by _____ _____, as _____ of GANNETT FLEMING, INC., a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GANNETT FLEMING, INC.

[Additional Scope of Work and Fee Proposal]

See following pages.

City of Avondale
WRF Headworks Bridge Crane
Proposal for Additional Engineering Services Amendment
October 16, 2013

Summary:

CPM Services under present contract:		
Part A: Headworks Structure Load Study	Fee:	$2,000.00
Part B: Headworks Bridge Crane Structural Alternatives Study		$6,650.00
Part C: Headworks Bridge Crane Construction Documents		$24,800.00
Part D: Headworks Bridge Crane Construction Administration		$13,250.00
	Subtotal under contract:	$46,700.00
Proposed additional CPM services:		
Part E: Additional Engineering Services		$8,300.00
	Proposal Subtotal:	**$8,300.00**
	Total CPM fee including proposal:	$55,000.00

Part E: Avondale WRF Headworks Additional Design Services

Scope of Services – Cost Plus to a Maximum Fee

NSB will provide the following additional engineering services:

E.1) Prepare structural design drawings for a strong-back lifting device to suit the existing headworks screens. Revise project specifications and other drawings accordingly. Include additional construction phase services for contractor submittal review, and answering contractor questions.

E.2) Project management and electrical engineering services to research and coordinate hazardous location extent and classification requirements for the proposed headworks facility crane equipment. See electrical engineering subconsultant proposal attachment.

Compensation for Professional Services

NSB Group of Gannett Fleming Inc. proposes to perform **Part E** services described above for **Cost Plus to a Maximum Fee** compensation of **$8,300.00**. See the schedule of services estimate below.

NSB Nabar Stanley Brown
Group of Gannett Fleming

Part E: Avondale WRF Headworks Bridge Crane Additional Engineering Services

Schedule of Services Estimate – Cost Plus to a Maximum Fee

Task/Item	Project Principal	Senior Project Engineer	CAD Designer	Project Admin-istrator	
Project Management		8		1	
QA/QC Review	1				
CA Services		4	4		
Sheet List					
S1 Screen Lifting Device		16	16		
					Total
Total Hours	1	28	20	1	50
Hourly Rate	$ 195.00	$ 160.00	$ 95.00	$ 75.00	
Fee by Category	$ 195.00	$ 4,480.00	$ 1,900.00	$ 75.00	$ 6,650.00
Electrical Subconsultant					$ 1,620.00
Misc Expense					$ 30.00
Part E: CPM Fee					**$ 8,300.00**

Note: Hourly rates shown are blended rates for estimating total not-to-exceed fee value only. If this project requires specific job classification rates for invoicing please advise and we will provide a specific rate schedule accordingly.

CR engineers

October 15, 2013

NSB Group of Gannett Fleming, Inc.
4722 N. 24th St., Suite 250
Phoenix, Arizona 85016

Attn.: Mr. Ben Porritt, P.E., S.E.

Re: Project Name: Avondale WRF Crane
Change Order Request No. 1
CRE Proposal No.: 13050

We are pleased to present our change order request proposal in the listed attachments below.

Scope of Work: The change order request encompasses the additional hours spent in research and coordination efforts for determination of the hazardous location extents and classification of the specified equipment.

Fee Proposal: See attached Exhibit B. Fees will be based on a time and materials basis.

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant. The previously attached Terms & Conditions are a part of this proposal.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

Catherine Alcorn, P.E.
President

Z:\Proposals\13000\13050 Avondale WRF Crane\13050 Proposal CO #1.doc

16719 East Palisades Boulevard
Suite 202
Fountain Hills, AZ 85268

Telephone: 480.816.5541
Fax: 480.816.5540
Email: info.creng.com
Web: www.creng.com

CR Engineers, Inc.
Fee Proposal Summary

Project Number: **13050**
Project Name: **Avondale WRF Crane - Change rder for Hazardous**
Date: **15-Oct-13**

FEES

1.0 Design Fees	$1,620.00	
Total Fees		$1,620.00

CR Engineers, Inc.
1.0 Design Fee Proposal Worksheet

Project Number: **13050**
Project Name: **Avondale WRF Crane - Change rder for Hazardous Classification**
Date: **15-Oct-13**

	Task Description	Quantity	Project Manager, PE	Senior Designer	Sen.Field Inspector	CADD Manager	Project Assistant	Total Hours
1.2.1	Hazardous Classification Research		1.0	6.0	8.0			15.0
1.2.2	Client Coordination		1.0		1.0			2.0
1.0	**Totals**		**2.0**	**6.0**	**9.0**	**0.0**	**0.0**	**17.0**

	Std Hourly Rates:		$147.00	$89.00	$88.00	$72.00	$47.00	
1.0	**Total Fees**		**$294**	**$534**	**$792**	**$0**	**$0**	**$1,620**

CITY COUNCIL REPORT

SUBJECT:
Third Amendment to Contractor Agreement - FSL Home Improvements

MEETING DATE:
November 4, 2013

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director 623-333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an increase and an extension of time to the FSL Home Improvements, Inc. contractor agreement which provides housing rehabilitation services. An increase of $146,000 in reallocated HOME Investment Partnership funding (HOME) will allow for 3 additional substantial rehabilitation projects. An additional 4 emergency home repair projects would be completed with the increase of $23,000 in Community Development Block Grant (CDBG) funds. To allow for these projects to be completed, an extension to March 31, 2013 would be necessary and would allow for both these programs to continue without interruption.

BACKGROUND:

In July 2010 an initial 3-year agreement was entered into with FSL Home Improvements, Inc. to provide housing rehabilitation services. This agreement was later amended to include additional grant funding received from the Arizona Department of Housing and then subsequently to extend the contract term.

The Housing Rehabilitation Programs are very successful and assist the city in meeting the consolidated plan goal of preserving the existing housing stock in our older more established neighborhoods. There continues to be a tremendous need for these programs and low-moderate income homeowners are currently being placed on a wait list.

DISCUSSION:

Neighborhood and Family Services (NFS) staff currently have several projects identified that are ready to proceed. This increase would allow for the health, safety and code issues in these homes to be addressed without delay.

NFS staff have successfully brought housing rehabilitation programs in-house that are funded by Neighborhood Stabilization Program 3 and Arizona Department of Housing funds. At this time, NFS staff is working on expanding the current Pre-Qualified Housing Rehabilitation Bidders list to include all housing rehabilitation funding sources, however; there are several projects ready to move forward that would be unneccessarily delayed.

BUDGETARY IMPACT:

There is no budgetary impact to the City's general fund. The additional HOME funding was made available by a reallocation of funds from the Maricopa County HOME Consortium. Additional CDBG funds are available as a result of unexpended administrative funding from the 2012/13 fiscal year which cannot be carried over and must be reallocated to another eligible activity.

RECOMMENDATION:

NFS staff recommend approval of this third amendment to the contractor agreement with FSL Home Improvements, Inc. for additional funds and an extension to the contract term to allow for the housing rehabilitation programs to continue without interruption.

ATTACHMENTS:

Click to download

- Contractor Agreement - FSL

THIRD AMENDMENT
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS

THIS THIRD AMENDMENT TO CONTRACTOR AGREEMENT (this "Third Amendment") is entered into as of November 4, 2013, between the City of Avondale, an Arizona municipal corporation (the "City"), and FSL Home Improvements, an Arizona non-profit corporation (the "Contractor").

RECITALS

A. The City and the Contractor entered into Contractor Agreement No. 13030C dated July 5, 2010 (the "Initial Agreement"), for the Contractor to perform housing rehabilitation services (the "Initial Services").

B. The Initial Agreement was amended once on June 6, 2011, (i) to accommodate additional grant funds received, (ii) to add additional services (the "First Amendment Additional Services" and together with the Initial Services, the "Services"), (iii) to increase the compensation paid to the Contractor for the First Amendment Additional Services and (iv) to add additional compliance provisions (the "First Amendment") and was amended again on June 7, 2013 to extend the term of Agreement for the Contractor to continue providing the Services (the "Second Amendment"). The Initial Agreement, the First Amendment and the Second Amendment are collectively referred to herein as the "Agreement."

C. The City has reallocated $146,000 in Home Investment Partnership ("HOME") funds under Title II of the National Affordable Housing Act of 1990, Public Law 104-134 ("Reallocated HOME Funds") and $23,000 in Community Development Block Grant ("CDBG") funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-38 ("Reallocated CDBG Funds") from other purposes, which the City desires to make available to the Contractor to perform additional Services ("Additional Services").

D. The City and the Contractor desire to amend the Agreement (i) to accommodate the Reallocated HOME Funds, the Reallocated CDBG Funds, (ii) to increase Contractor's compensation to perform the Additional Services and (iii) to extend the term of the Agreement for the Contractor to provide 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 are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. The Agreement is hereby extended and shall remain in full force and effect until March 31, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of this Third Amendment or the Agreement.

2. Scope of Work. The Scope of Work attached to the Agreement as Exhibit A and the Revised Scope of Work attached to the First Amendment as Exhibit 1 is hereby replaced by the attached Second Revised Scope of Work, attached to this Third Amendment as Exhibit I and incorporated herein by reference, which Second Revised Scope of Work includes the Additional Services. The revisions are illustrated in bold on the attached Exhibit I.

3. Compensation. The Contractor's total compensation under the Agreement, as amended by this First Amendment, shall be increased by no more than $169,000.00 for the Additional Services, increasing the not to exceed amount from $1,080,000.00 to $1,249,000.00 for the Services and the Additional Services.

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 Third Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Third Amendment are forever waived.

6. Conflict of Interest. This Third Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2013, 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

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Contractor**"

FSL HOME IMPROVEMENTS, an Arizona non-profit corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2013, by _____, as _____ of FSL HOME IMPROVEMENTS, an Arizona non-profit corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT I
TO
THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS

[Second Revised Scope of Work]

See following pages.

SECOND REVISED SCOPE OF WORK

1. Background. The City of Avondale's (the "City") owner-occupied housing rehabilitation program (the "Program") is designed to assist low-income homeowners whose homes require major repairs that are necessary to comply with City Codes. Eligible beneficiaries are homeowners with a projected annual household gross income that does not exceed 80% of the Housing and Urban Development ("HUD") Area Median Income adjusted by household size at the time the commitment is made to the prospective homeowner. The Contractor shall provide emergency rehabilitation and substantial rehabilitation services (the "Services") in compliance with the City's program and federal law governing Community Development Block Grant ("CDBG"), Home Investment Partnership ("HOME") and State Housing Fund ("SHF") funded projects.

2. Scope of Work.

Contractor shall provide housing rehabilitation Services for the City's Program funded with the following CDBG, HOME and SHF funds.

Funding Sources (Approximates)

Source:				Total
	2010/2011	2011/2012	2012/2013	
HOME	$160,000	$160,000	**$306,000**	**$626,000**
CDBG	$100,000	$100,000	**$123,000**	**$323,000**
SHF	$0	$300,000	$0	$300,000
			Combined Total	**$1,249,000**

It is expected that approximately **34** emergency rehabilitation projects can be completed with CDBG funds, approximately **13** substantial rehabilitations can be completed with HOME funds and approximately 6 substantial rehabilitation can be completed with SHF funds.

The Program will be operated by the City with the Contractor providing the Services. The City will conduct outreach, marketing, application intake, and applicant pre-qualification. After pre-qualification, the pre-qualified applicant will be referred to the Contractor to commence the emergency rehabilitation or substantial rehabilitation project. The Contractor will maintain a list of qualified applicants from which the City and the Contractor will develop a schedule for completing construction of emergency rehabilitation or substantial rehabilitation projects. The Contractor will perform all services necessary to procure licensed general contractors and complete each project. Upon completion of each project the Contractor will provide the City with a client file containing all eligibility information, construction documents and cost accounting. The Contractor's services shall include, but are not be limited to, the following.

A. Review of pre-qualified applicant files for completeness and obtain any additional information as necessary.

B. Obtain title documents related to ownership, property liens and taxes.

C. Create a site-specific environmental review for each home to be rehabilitated to assess issues related to the following:

1) Historic preservation.

2) Airport clear zones.

3) Explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals or gases.

D. Inspect homes of pre-qualified applicants to determine level of rehabilitation necessary.

E. Perform all inspections, work and certifications necessary to comply with HUD Lead-Based Paint Guidelines.

F. Write a detailed work write-up of rehabilitation work to be performed.

G. Prepare a line item cost estimate for the rehabilitation work specific to each trade.

H. Obtain approval from the homeowner for the rehabilitation scope of work.

I. Develop construction documents including scope of work, specifications and construction contract.

J. Obtain building permits.

K. Procure general contractors for rehabilitation work.

L. Execute and administer construction contracts with general contractors.

M. Draw-up Deeds of Trusts and Promissory Notes for rehabilitation loans.

N. Obtain execution of forgivable rehabilitation loan documents and record them with the Maricopa County Assessors office.

O. Provide services to temporarily relocate homeowners as necessary.

P. Monitor and inspect construction work for adherence to contract documents, City Code and conditions of the building permit.

Q. Process contract change orders and construction contract amendments.

R. Process partial payments to the general contractor on a reimbursement basis for work completed ensuring all lien waivers, warranty commitments and homeowner approvals are obtained.

S. Conduct final inspections and ensure adequate completion of each project, including obtaining all documentation that the terms of the building permit are satisfied.

T. Maintain data and records for semi-annual contractor and subcontractor activity report required by the City and HUD.

U. Provide bi-monthly progress reports to the City and other reports as required.

V. Submit payment reimbursement requests to the City.

W. Maintain client files for each project and provide completed files to the City.

4. Eligible Rehabilitation Activities.

A. Emergency Rehabilitation. The immediate repair of one or several items required to ensure the health, safety and welfare of the occupants including the repair of electrical, plumbing, heating, cooling, roofing and structural systems. The provision of handicapped accessibility is an emergency repair. Emergency repair may be provided regardless of the condition of the home. All emergency rehabilitation, with the exception of handicapped accessibility must be funded with CDBG Funds.

B. Substantial Rehabilitation. The repair of several items in a home that are in substandard and deteriorating condition for the purpose of bringing the entire property up to current City Code. Certain structural items such as building placement, ceiling height and window and door openings may be excepted from full compliance with City Codes based on the age of housing and the infeasibility of making corrections. Substantial rehabilitation may only be provided to properties that are structurally sound and which can sustain the value of the rehabilitation. Manufactured housing is not eligible for substantial rehabilitation.

5. Eligible Beneficiaries. Eligible beneficiaries are homeowners who hold fee simple title to their home and who occupy it as their sole residence. The ownership interest in the subject home must be free of restrictions or encumbrances that unduly restrict the marketable nature of the home such as excessive liens and non owner-occupants named on a deed. Limited title searches must be conducted. Homeowners must have a projected annual household gross income that does not exceed 80% of the area median income adjusted by household size at the time the rehabilitation commitment is made to the homeowner. The City will determine and verify income according to “Section 8” guidelines.

6. Eligible Property Types. Eligible property types include single-family homes, town-homes and condominiums. Manufactured housing permanently affixed to real property held in fee simple title by the occupant is eligible for emergency repair only.

7. Lead Based Paint. All rehabilitation work shall be in compliance with 24 CFR Part 35.

8. Required Property Standards. All work shall be performed in accordance with City Codes and ordinances as well as the Maricopa HOME Consortia Rehabilitation Standards.

9. Maximum Property Value. The value of the home may not exceed the FHA 203(b) insuring limit for single-family properties.

10. Minimum and Maximum Investments. The minimum rehabilitation construction cost is $1,000 and the maximum is determined by subtracting the Maricopa County Assessor's currently assessed full value of the property from the FHA 203(b) mortgage insuring limit for Maricopa County.

11. Terms of Assistance to Beneficiaries (Loans Only). Emergency repair assistance (CDBG funded) is offered as a grant to the homeowner. Substantial rehabilitation assistance (HOME funded) is offered in the form of a no-interest forgivable loan. A rehabilitated home must remain occupied by the assisted low-income family for a "period of affordability" (POA) corresponding to the level of assistance listed in the table below.

Rehabilitation Construction Cost	Period of Affordability/Recapture Period
Under $15,000	5 years
$15,000 to $40,000	10 years
Over $40,000	15 years

If the home is sold prior to the specified POA, a pro-rata share of the assistance must be repaid to the City. The City shall be listed as the beneficiary for all forgivable loans. All such forgivable rehabilitation loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property. Rehabilitation loans must carry a term equal to the affordability period. All loans are forgivable loans as more particularly described below:

Forgivable Loans

Forgivable loans are non-interest bearing loans that carry a POA term in which the principle is reduced relative to the amount of time the owner lives in the house. The pro-rata share of principle reduction is determined monthly. Loan forgiveness is conditioned upon the beneficiary's compliance with the terms of the Deed of Trust which includes owner occupancy and the requirement that the property is maintained in good, marketable condition.

12. Eligible Hard Costs. Eligible hard costs include demolition, construction, trade work and finish work, lead paint abatement, on-site grading, on- site drainage, on- site utilities, sewer and water hook-ups to City main lines, xeriscape landscaping and limited fencing.

13. Eligible Soft Costs. Eligible soft costs include fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, engineering services, temporary relocation of homeowners including utility hook-ups, moving expenses, security deposits and rent.

14. Rehabilitation Construction. Contractor will use licensed contractors to complete the rehabilitation work. Bid, performance and construction bonds are not required of the general contractors.

15. Schedule of Completion. Unless amended by mutual written agreement by the Contractor and the City, the Contractor will perform the described tasks in conformance with the schedule below.

Schedule of Completion

Task	Timeline
Complete 14 Rehabilitation Projects	6/30/2011
Complete 31 Rehabilitation Projects	6/30/2012
Complete 43 Rehabilitation Projects	6/30/2013
Complete 50 Rehabilitation Projects	**3/31/2014**

16. Contractor Housing Rehabilitation Policies and Procedures. Contractor shall conduct housing rehabilitation activities in compliance their own policies and procedures as approved by the City.

17. Contractor Staffing. The Contractor shall assign the following primary and secondary contact for contract transactions.

Primary Contact

Katie Smith
Program Director
(602) 532-2976 ext. 7
ksmith@fsl.org

Secondary Contact

Carrie Smith
Chief for In Home Services
(602) 285-1800

18. City of Avondale Staffing. The City of Avondale will assign the following staff as the primary contact for contract transactions.

Sandy Lopez
CDBG Program Manager
(623) 333-2726
slopez@avondale.org

CITY COUNCIL REPORT

SUBJECT:
Resolution 3146-1113 - Municipal Sponsorship and Naming Rights Policy

MEETING DATE:
November 4, 2013

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending adoption of a resolution adopting a Municipal Sponsorship and Naming Rights Policy for city events, partnerships, sponsorships, marketing arrangements and naming rights.

DISCUSSION:

The City is involved in activities that result in the City's use of event sponsors, partnerships, inkind contributions, naming rights and other forms of monetary and non-monetary support. Staff has identified the need for a sponsorship policy that governs all City departments and establishes consistent procedures and practices for the receipt or solicitation of, selection of, and agreements with, persons or entities for City sponsorships, co-sponsorships, sole sponsorships and marketing arrangements.

BUDGETARY IMPACT:

There is no budgetary impact at this time.

RECOMMENDATION:

Staff is recommending adoption adoption of a resolution adopting a Municipal Sponsorship and Naming Rights Policy for city events, partnerships, sponsorships, marketing arrangements and naming rights.

ATTACHMENTS:

Click to download

- Resolution 3146-1113

RESOLUTION NO. 3146-1113

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE CITY OF AVONDALE MUNICIPAL SPONSORSHIP AND NAMING RIGHTS POLICY.

WHEREAS, the Mayor and Council of the City of Avondale (the "City Council") has determined that it is in the best interests of the citizens of the City of Avondale to establish a formal procedure and criteria for the receipt or solicitation of, selection of, and agreements with, persons or entities for municipal sponsorships, co-sponsorships, sole sponsorships and marketing arrangements (including facility naming rights); and

WHEREAS, the City Council desires to adopt the City of Avondale Municipal Sponsorship and Naming Rights Policy.

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. The City of Avondale Municipal Sponsorship and Naming Rights Policy (the "Policy") is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the Policy adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. 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 Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, November 4, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3146-1113

(City of Avondale Municipal Sponsorship and Naming Rights Policy)

See following pages.

CITY OF AVONDALE
MUNICIPAL SPONSORSHIP AND NAMING RIGHTS POLICY

1. Purpose. To establish for the City of Avondale, Arizona (the "City") a formal procedure and criteria for the receipt or solicitation of, selection of, and agreements with, persons or entities for Municipal Sponsorships, Co-Sponsorships, Sole Sponsorships and Marketing Arrangements (including Facility Naming Rights), the following Municipal Sponsorships and Naming Rights Policy (this "Policy") is hereby adopted by the Mayor and Council of the City (the "City Council"). This Policy is intended to set forth the process for the City to participate in Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship and Marketing Arrangement programs to give valuable support to important City programs, facilities and services for public benefit by (i) providing funding for City events from private businesses and (ii) allowing the City to partner with activities provided by outside entities. In doing so, the City must ensure its actions are consistent and appropriate to the City's vision, mission and values. This Policy is not intended to apply to Bequests or Donations (each as defined below). This Policy shall:

A. Establish Procedures. Establish consistent procedures and practices for receipt or solicitation of Municipal Sponsorships (as defined below), Co-Sponsorships (as defined below), Sole Sponsorships (as defined below) and Marketing Arrangements (as defined below) by City staff.

B. Encourage Sponsorships. Encourage solicitation of Municipal Sponsorship opportunities such as Facility Naming Rights, Sole Sponsorships, Co-Sponsorships Marketing Arrangements and similar agreements that generate revenue (financial or in-kind) in support of existing and new City facilities, projects, programs or services.

C. Encourage Partnerships. Develop public/private alliances to provide programs, events, venues and services within the City.

D. Encourage Staff Innovation. Empower City departments to seek Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship and Marketing Arrangement opportunities to provide funds for programs, events, venues or services they might not otherwise be able to provide to City residents and visitors.

E. Safeguard City Interests and Goals. Ensure that Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship and Marketing Arrangement activities (1) safeguard the City's assets and interests, (2) support the City's goals of service to the community and (3) remain responsive to the public's needs and values.

F. Establish Naming Framework. Provide a framework within which requests to name public facilities are considered and evaluated.

2. Scope. This Policy shall govern all City departments regarding the solicitation of, and the unsolicited offers/requests from third parties related to, Municipal Sponsorships, Co-Sponsorships, Sole Sponsorships and Marketing Arrangements for City programs, projects, events, venues, facilities and services. Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship and Marketing Arrangement solicitations shall be in furtherance of the City's needs

and conducted in accordance with the provisions in this Policy. All City staff responsible for, or otherwise involved in, Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship and Marketing Arrangement activities on behalf of the City or their respective departments shall adhere to the policies, procedures and guidelines set forth herein. Department Directors are responsible for ensuring staff compliance with this Policy.

A. Third Party Solicitation. Subject to the conditions of this Policy, City staff may solicit or respond to solicitations from third parties for such Municipal Sponsorships, Co-Sponsorships, Sole Sponsorships or Marketing Arrangements for the City.

B. Fair Compensation. At all times, recognition for Municipal Sponsorships or Marketing Arrangements must be evaluated to ensure the City is receiving fair and competitive compensation and that such recognition is consistent with the scale of each Sponsor or Marketing Arrangement's contribution.

C. Outside the Scope of this Policy. This Policy shall not apply to:

(1) Funding obtained through formal grant programs or through intergovernmental agreements with other political subdivisions of the State.

(2) City support of external projects where the City provides funds to an outside organization (examples include, but are not limited to, grants to Nonprofit Organizations).

(3) Gifts, Bequests, or unsolicited Donations to a City department or the City where no reciprocal commercial benefit is given or expected and no business relationship exists.

3. Definitions.

Bequest. A gift or contribution of cash, goods or services given voluntarily and expressed in writing through a will or other testamentary document.

Co-Sponsorship. Participation by the City (via direct funding, waived fees, staff coordination or technical assistance) in an event that is provided by an outside entity and that is closely aligned with or furthers a core City program or service.

Donation. A gift or contribution of cash, goods or services given voluntarily toward an event, project, program or corporate asset where no reciprocal commercial benefit is given or expected. If reciprocal commercial benefits are given or a business relationship exists with a corporate donor, the contribution will be a Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement, as applicable, and the principles of this Policy will apply.

Facility Naming Rights. The naming of City-owned and/or operated buildings, structures, natural features and recreational facilities, whether in whole or portions thereof (hereafter referred to individually as a "Facility" or collectively as "Facilities"), and streets, roads or any public rights-of-way (hereafter referred to individually as a "Street" or collectively as the

"Streets") within the corporate limits of the City. Portions of a Facility may have names other than that of the entire Facility and features may be dedicated to or in honor of a person such as "Smith Beach" or "Jones' Amphitheater," subject to the provisions of this Policy.

In-Kind Contribution. A contribution received in the form of goods and/or services rather than cash as part of a Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement.

Marketing Arrangement. A mutually beneficial business arrangement between the City and a third party, wherein the third party provides cash and/or in-kind services to the City in return for access to the commercial marketing potential associated with the City, including, but not limited to, the installation of bus shelters containing advertisements. Marketing Arrangements may include Municipal Sponsorship or Sole Sponsorship of one or more of the City's programs, projects, events, Facilities or activities.

Municipal Sponsorship. A business relationship in which the City and another entity exchange things of value, including a public display of support. This value can be financial, in-kind or benefits related to visibility/exposures, publicity or market reach. It should not be confused with Donations (as defined above), the sale of advertising or innovative approaches to purchasing goods or services. Municipal Sponsorships include funds, products or services provided by a company or individual to the City, in consideration of the opportunity for the company or individual to promote its name, product or service in conjunction with a City program, project, event, venue or activity.

Nonprofit Organizations. Organizations designated under the Federal Tax Code as 501(c)(3).

Sister Agency. Local government entities that are traditional partners with the City.

Request for Proposals ("RFP"). An open and competitive process whereby the City invites companies, subsidiaries or individuals to express their interest in participating, and submit proposals to participate, in Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement opportunities with the City.

Sole Sponsorship. A business relationship in which a company, subsidiary or individual has paid to be the only Sponsor of a City program, project, event, venue or activity.

Sponsor. A company or individual that provides the City with a Municipal Sponsorship and that enters into a Municipal Sponsorship agreement with the City to promote itself and/or its products or services.

Standards of Responsibility. The requisite standards to enter into a Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement with the City. Factors to be considered in determining whether the standards have been met include, but are not limited to, whether a prospective sponsor: (i) has available (or the ability to obtain) the appropriate financial, material, equipment, facility, personnel resources and expertise necessary to indicate its capability to meet all contractual requirements; (ii) is able to comply with required or proposed delivery or performance scheduling; (iii) has a satisfactory record of performance; (iv)

has a satisfactory record of integrity and business ethics; and (v) is qualified legally to contract with the City.

4. Restrictions. In general, the following industries and products are not eligible for Municipal Sponsorships, Co-Sponsorships, Sole Sponsorships or Marketing Arrangements, including Facility Naming Rights, with the City, but the City may elect to enter into Municipal Sponsorships, Co-Sponsorships, Sole Sponsorships or Marketing Arrangements with these restricted industries or products when it is deemed appropriate by the City Council acting in its sole discretion.

A. Prohibited or Restricted Products. A company, subsidiary and association with products or services that are prohibited or restricted by City Code or other governing laws and policies.

B. Adult Products. A company or subsidiary whose business is substantially derived from the sale or manufacture of tobacco products, products prohibited under federal law or sexual/adult-oriented products.

C. Alcohol Sponsor at Youth-Related Events. Alcoholic beverages when the intended audience of or participants in the Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement are youth under the legal drinking age.

D. Parties not Deemed Responsible. Parties that are not deemed responsible under the Standards of Responsibility.

E. Parties to Litigation. Parties involved in a lawsuit with the City.

F. Separate Contracts. Parties involved in any stage of negotiations for a City contract unless the contract is directly linked to a Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship, Marketing Arrangement or Facility Naming Rights opportunity.

G. Conflicts of Interest. Individuals or commercial enterprises having past, present, or pending business agreements or associations with the City, if a Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement Agreement would create an appearance of impropriety.

H. Pending Land-Use Approval. Parties with an active case for any land-use approval before the City.

I. Religious or Political Entities. Religious or political associations or candidates running for any political office.

5. Roles and Responsibilities.

A. Responsibilities of City Departments.

(1) Initiating City Department. The initiating City department shall (a) ensure adherence to the principles and guidelines outlined in this Policy, (b) prepare a proposal setting forth the scope of the program or project as provided in Subsection 6(A) below and (c) work with City Finance and Budget Department to ensure appropriate budgeting of revenues and expenditures and with the City Attorney's Office to ensure the integrity of the procurement process and the legal sufficiency of contractual obligations.

(2) Finance and Budget. The Finance and Budget Department shall provide general guidance, cost/benefit analysis, and direction relating to the appropriate budgeting of revenues and expenditures in a manner that maximizes the benefits of each Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship, Marketing Arrangement or Facility Naming Rights arrangement for the initiating City department, the City and the Sponsor.

(3) Procurement. When applicable, the Procurement Office of the Finance and Budget Department (the "Procurement Office") shall oversee the preparation of the RFP or other competitive solicitation for Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship, Marketing Arrangement and Facility Naming Rights opportunities.

(4) City Attorney. The City Attorney's Office shall provide legal review of any RFP or other competitive solicitation for Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship, Marketing Arrangement and Facility Naming Rights opportunities and oversee the preparation of all Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship, Marketing Arrangement and Facility Naming Rights agreements.

(5) City Manager. The City Manager shall review all Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship and Marketing Arrangement activities, including interim reports provided from time to time by City departments. The City Manager also shall be responsible for determining the frequency of reports by City departments.

6. Procedures. The City's participation in Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship, Marketing Arrangement and/or Facility Naming Rights activities shall be according to the procedures set forth below. For Municipal Sponsorships, Co-Sponsorships, Sole Sponsorships, Marketing Arrangements and/or Facility Naming Rights arrangements with a governmental agency or an organization that is performing a governmental or quasi-governmental function, only the procedures within subsections 6(B), (D), (E), (F) and (G) shall apply.

A. Prepare a Proposal. A City department considering a potential Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship, Marketing Arrangement or Facility Naming Rights arrangement shall prepare a proposal setting forth the scope of the program or project, including a description of the community benefit, financial goals, means of recognition, potential

interested Sponsors, and general marketing strategy if a Marketing Arrangement is involved. The proposal shall be submitted to the Department Director for review and approval. If Facility Naming Rights are involved and will result in a name change to an existing Facility, (1) the history and legacy of the current municipal Facility should be considered and/or incorporated within the new proposed name and (2) for a Facility other than a Street, the Parks and Recreation Advisory Board should provide input in accordance with the Community Recreation Services Naming of Parks, Recreation and Cultural Facilities Policy. All Facility or Street naming shall be in accordance with the additional procedures set forth in Sections 8 and 9 below.

B. Estimate Value. The value of opportunities for Municipal Sponsorship, Sole Sponsorship or Marketing Arrangement includes both tangible and intangible benefits. If the proposed Municipal Sponsorship or Marketing Arrangement includes Facility Naming Rights or granting Sole Sponsorship, the Department Director shall provide a reasonable basis for determining the value of the Municipal Sponsorship, Marketing Arrangement or Facility Naming Rights opportunity. At the City Manager's discretion, a qualified third party may be used to establish value.

C. Develop and Implement Solicitation. The applicable City department, working with the Procurement Office and the City Attorney, shall develop an RFP for each Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement opportunity that is exclusive and valued greater than $50,000 annually and all Facility Naming Rights opportunities and the most beneficial, qualified response shall be submitted to City Council with a recommendation for approval. Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangements valued at $50,000 annually or below and revenue producing or "no-cost" Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement opportunities that involve the provision of commodities or services provided either to the City or the Avondale community in support of City operations, functions or programs through which the provider will benefit monetarily, must be awarded using a competitive process that is appropriate to the value, complexity and profile of the business opportunity. Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement proposals forwarded to the City are not subject to competitive solicitations if the proposed Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship, Marketing Arrangement or Facility Naming Rights opportunity is determined through a good faith effort to be unique and without interested competitors.

D. Evaluate Submissions. The Procurement Office, in conjunction with the applicable City department, shall review and analyze all responsive submittals received and shall provide a recommendation of approval or denial to the City Manager according to the standards set forth in the City's Procurement Code, Procurement Policy and Procurement Procedures Manual. The submittals shall be reviewed against selection criteria that may include, but are not limited to:

(1) Consistency of the prospective entity's products, customers and promotional goals with the City's character, values and service priorities, including the most recently adopted City Council goals.

(2) The ability for the City to retain its identity as owner/operator of the Facility or principal provider of the service.

(3) The prospective entity's historical participation and association with community projects, events and continued willingness to participate.

(4) The operating and maintenance costs to the City associated with the proposed sponsorship.

(5) Anticipated public perception of the association with the City and the prospective entity and community support for, or objection to, the prospective entity.

(6) The prospective entity's regard for and demonstrated success in valuing diversity.

(7) The prospective entity's regard for and demonstrated success in environmental stewardship.

E. Develop Agreement. In the event a Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship, Marketing Arrangement or Facility Naming Rights proposal is recommended for approval, the Department Director or City staff designated by the Department Director will work with the City Attorney's Office and the Procurement Office to prepare an agreement consistent with all applicable City Codes, policies and ordinances. The agreement shall contain a provision granting the City with the right to suspend or terminate the Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship, Marketing Arrangement or Facility Naming Rights agreement if, in the sole discretion of the City Manager or the City Council (whichever approved the agreement), the continued arrangement would no longer satisfy the selection criteria by which the arrangement was initially approved.

F. Manager Review; Council Approval. The City Manager shall review all Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship and Marketing Arrangement proposals and shall submit all Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement Agreements with an aggregate value greater than $50,000 annually and all agreements involving Facility Naming Rights to the City Council for final approval. Municipal Sponsorship, Co-Sponsorship, Sole Sponsorship or Marketing Arrangement Agreements with an aggregate value to the City of $50,000 or less annually may be approved by the City Manager. Notwithstanding the foregoing, any City purchase exceeding an aggregate value of $50,000 must be authorized by the City Council.

G. Record Financial Transaction. In the event a Municipal Sponsorship is received as an "in-kind" donation of goods or services, the Finance and Budget Department shall create and retain a record of that donation and any associated revenue or expense to the City to document the financial transaction to the City.

7. Co-Sponsorship Requests. The City actively supports the efforts of other governmental agencies and Sister Agencies whose events are (i) held in City parks and Facilities and (ii) further City core program goals and services. Such support may include fee waivers,

reduced fees, reduced rental charges and co-sponsorship. All permit fee waivers and reductions, reduced Facility rentals and Co-Sponsorship agreements must comply with the guidelines and procedures set forth below.

A. Fees. The City charges everyone a fee to permit and have priority use of any park, amenity, stage or recreation Facility. This fee is to cover extra operational expenses associated with the use or event and to guarantee the space for the permittee. Fees are based upon the purpose and size of the event. Additional fees are charged as a damage deposit. The City, however, may further reduce or waive an outside organization's permit or rental fees for an event on City property, as determined by the City Manager or designee, that (a) has close association with the City's core program goals and services and (b) provides the City with positive marketing exposure.

B. Requests for Co-Sponsorships from Non-Governmental Entities. Prior Council approval may be required for Co-Sponsorship requests from non-governmental entities that involve the use of City resources, including, but not limited to, financial assistance, in-kind assistance and supplies. Such requests will be considered through the City Clerk's Department Special Event Application process.

C. Requests for Co-Sponsorships from Other Governments and Sister Agencies.

(1) If another governmental entity or Sister Agency is only a supporting sponsor for another outside organization, that other outside organization still must apply for City co-sponsorship.

(2) If another governmental entity or Sister Agency is the primary organizer for a public program or event, generally the City will grant a request to be a co-sponsor. Like sponsorship of outside organizations, the governmental entity or Sister Agency still is responsible for all other costs associated with the program or event.

(3) The governmental entity or Sister Agency holding the program or event must clearly acknowledge the City as a co-sponsor on all written materials associated with the event, subject to the City's prior, written approval of any use of the City logo or trademarks.

8. Facility Naming General Policies.

A. Recommendations to Other Bodies. This Policy should be followed in reviewing or preparing the City's official comments or recommendations to State, Federal, and/or intergovernmental boards taking actions regarding geographic names, naming or renaming of Facilities or Streets.

B. City Council Consideration. The Mayor, three members of the City Council, or the City Manager may request the naming or renaming of a Facility or a Street. Thereafter, the City Council shall discuss the requested renaming at a public meeting.

C. Bond-Financed Facilities or Streets. If a bond-financed Facility or Street is proposed or requested to be named or renamed, bond counsel must review and approve the request or proposal before consideration at a City Council meeting.

D. Parks, Recreation and Cultural Facilities. The naming of all Parks, Recreation and Cultural Facilities also shall comply with the Community Recreation Services Naming of Parks, Recreation and Cultural Facilities Policy, which is attached hereto as Exhibit A and incorporated herein by reference. In the event of any inconsistency, conflict or ambiguity among the terms of this Policy and the Community Recreation Services Naming of Parks, Recreation and Cultural Facilities Policy, this Policy shall govern.

E. Public Notice. The City Council shall provide appropriate public notice of any Street or Facility naming actions in conjunction with other agenda items for regularly-scheduled meetings.

F. Changes to Approved Names. Once a name has been officially approved by the City Council, changes should be strongly resisted.

G. City Council Discretion. In all cases, the City Council reserves the right to accept or reject any proposal to name or rename a Street or Facility, in its sole discretion.

H. City Manager Duties. The City Manager, upon approval of the naming or renaming action by the City Council, shall implement names or name changes of Facilities or Streets. The City Manager shall notify those who have submitted the suggestion as well as other appropriate offices and agencies. Upon City Council denial of a name or name change, the City Manager shall notify those who requested the name change.

9. Facility Naming Criteria.

A. For Facilities and Streets Generally. Recognizing that the naming or renaming of a Facility or Street should be approached cautiously with forethought and deliberation, the following criteria are hereby established:

(1) To avoid duplication, confusing similarity or inappropriateness, the City Council, in considering name suggestions, shall review existing Facility and/or Street names, as applicable.

(2) In naming Facilities and Streets, consideration shall be given to geographic location, historical or cultural significance and natural or geological features. In the construction of a Facility, the address designation shall be used until the formal naming of the Facility. Whenever possible, naming shall be made prior to the completion of construction of a Facility or Street.

(3) Facilities and Streets may be named only for a deceased individual or individuals if (i) the individual or individuals has/have enhanced the quality of life within the City and (ii) two years or more has elapsed between the consideration for naming and the time of death of the individual or, in the case of related individuals, two

years after the death of one of the individuals. The deceased individual shall have performed outstanding service in one or more of the following categories:

(a) Maintained involvement in a leadership role in civic organizations that are devoted to community improvement.

(b) Provided assistance to the underprivileged, economically disadvantaged or physically and/or mentally handicapped.

(c) Actively promoted and directed community events and activities that have clearly added to the enrichment of the quality and quantity of cultural life within the community.

(d) Actively promoted and implemented effective programs and activities within the community for the City's youth.

(e) Actively promoted and implemented effective programs and activities within the community for the City's senior citizens.

(f) Assumed an active leadership role in developing and implementing programs directed to the improvement of the visual aesthetic appearance of the community at the commercial, public or residential level.

(g) Assumed an active leadership role in developing programs and Facilities directed toward the improvement of community social and health needs as well as programs directed toward humanitarian purposes.

B. Additional Criteria Applicable to Streets. In considering the renaming or naming of a Street, the City Council shall consider the following:

(1) Street names, plats, specific sites and places and natural features indicated on general usage maps for 50 years or more (age criteria applied by the National Register of Historic Places) should be changed only under exceptional circumstances. Street names shall not be similar in spelling or pronunciation to a presently-existing major collector or arterial road in the Phoenix Metropolitan area. No Street shall be named by number only according to the street numbering grid (i.e. 150th Street) unless the Street follows a straight north-south alignment.

(2) Attention should be paid to maintaining sequential, numerical and alphabetical naming patterns when considering any Street name changes or additions. All Streets shall be named and numbered consistently with the County-wide street numbering system and no such name or change of name shall take effect until (a) the affected public safety agencies have been notified and (b) all impacted public safety dispatch maps have been amended. Any extensions of presently-existing Streets within or into the City shall bear the same name as the existing roadway. No Street name shall contain a homonym.

(3) New Streets shall be named according to the following guidelines:

(a) In most cases, the Street name will be proposed by the property owner, reviewed by the City staff and approved by the City Council as part of its consideration of a final plat for a development within the City.

(b) If an unnamed private Street is dedicated to the City, the name may be suggested by the property owners thereon, but the City Council shall make the final determination.

(4) No Street shall be renamed unless:

(a) The new Street name is not one already well-known in the Phoenix metropolitan area (except for new connections to existing Streets).

(b) There are no (or very few) buildings or other addressed Facilities presently existing along the Street.

(c) The new Street name will not be confused with other existing Streets in the City.

(d) The new Street name shall not be the same as a specific living person within the Phoenix Metropolitan area.

C. Historical Reference. Changes of names for Facilities or Streets should be approved only when they do not violate historical or common usage names. Facilities and Streets may be named after research reveals that the area around the Facility or Street has been commonly, yet unofficially, named by the residents in the area.

D. Donor Naming. Facilities and Streets may be permanently named for an individual (alive or deceased), organization, or business if that individual, organization, or business has made a donation of money, land or other goods and/or services to the City equal to at least half the full cost of the Facility or Street, either for purposes of developing a particular Facility or Street or for the City's Capital Fund. Such arrangements will be called "Permanent Naming." Permanent Naming proposals that are not in accordance with Section 4 of this Policy shall not be considered.

10. Advertisements or Promotional Materials. The City reserves the right to review and approve or disapprove of any advertisement or promotional material associated with Municipal Sponsorships, Co-Sponsorships, Sole Sponsorships and Marketing Arrangements. Such advertising or promotional materials may not be displayed or approved if it: (i) is false, misleading or deceptive; (ii) relates to an illegal activity or refers to or connotes any illicit use of drugs or drug-related paraphernalia; (iii) refers to or connotes any sexual or excretory function or contains explicit sexual material, obscene material or material harmful to minors as that term is described in Title 13, Chapter 35, Arizona Revised Statutes; (iv) depicts violence or anti-social behavior; (v) subjects individuals or groups of people to public ridicule, derision or embarrassment or contains any racially or ethnically derogatory material, statements or images;

(vi) includes language that is obscene, vulgar, profane or scatological; (vii) advertises tobacco products; (viii) uses linguistics, numbers, phonetics, foreign translations or upside down or reverse readings to achieve a reference or connotation prohibited in this Section; or (ix) fails to comply with all applicable sign regulations.

EXHIBIT A
TO
CITY OF AVONDALE
MUNICIPAL SPONSORSHIP AND NAMING RIGHTS POLICY

[Community Recreation Services Naming of Parks, Recreation and Cultural Facilities Policy]

See following page.

COMMUNITY RECREATION SERVICES
NAMING OF PARKS, RECREATION AND CULTURAL FACILITIES
POLICY

PROCEDURE:

1. The naming of all Parks, Recreation, and Cultural Facilities shall be coordinated and reviewed by the Parks and Recreation Advisory Board, who shall forward their recommendation to the City Council for approval.

2. Parks, Recreation, and Cultural Facilities may be named to describe the facility and/or geographical areas where they are located. A recognized name within a specific community is an acceptable means of identifying Parks, Recreation, and Cultural Facilities.

3. The use of commercial names shall not be used, unless a significant financial and/or land contribution is made to the City of Avondale.

4. Parks, Recreation, and Cultural Facilities may be named after something that is specifically unique to the City of Avondale, the Phoenix Valley or the Southwest. (i.e. desert flora and fauna, Native American and/or Hispanic descriptive terminology).

5. Parks, Recreation, and Cultural Facilities may be named after an organization or individual if one of the following criteria is met:

   a. If the property on which the facility is donated.
   b. If a significant financial contribution is made toward the development of the property or facility.
   c. If the organization or individual is acknowledged by the general public as a local or national hero.

6. Existing Parks, Recreation, and Cultural Facilities names may be changed, if properly justified and in compliance with the approved policy. Any facility name changes may be considered after a Public Hearing is conducted.

7. Parks, Recreation, and Cultural Facilities should be named prior to development to provide early identification.

8. The naming of parks, recreation, and cultural facilities should be done in conjunction with the community and/or neighborhood that it will serve. This may be accomplished through various means, as determined by staff, and may include contests, recommendations made by community organizations, and individuals.

CITY COUNCIL REPORT

SUBJECT:
Resolution 3147-1113 - Intergovernmental Agreement with the City of Surprise for the Lease of a Fire Truck

MEETING DATE:
November 4, 2013

TO: Mayor and Council

FROM: Paul Adams, Fire Chief 623-333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests the Mayor and City Council adopt a resolution approving an Intergovernmental Agreement with the City of Surprise for fire apparatus usage and authorize the Mayor and City Clerk to execute the agreement.

BACKGROUND:

On May 6, 2013 council approved a contract with KME Fire Apparatus for the purchase of a new utility truck to provide light and breathing air support for fire & rescue operations. The new vehicle is presently under construction with delivery expected to be shortly after the first of the year.

DISCUSSION:

The new vehicle will replace our current truck which was purchased in 2003, has currently logged over 138,000 miles and was due for replacement through the normal vehicle replacement process this year. While the vehicle has seen significant service it is still a useful vehicle and was planned to continue to function as a reserve unit for the department. Because of the specialized nature of the vehicle and the high mileage the best trade in quote we were able to obtain was $20,000 (original cost of the vehicle was $550,000) so it was felt that the best option at the time was to retain the vehicle.

Staff was approached in early summer by representatives from the Surprise Fire Department requesting that we explore the possibility of entering into an intergovernmental agreement (IGA) with them that would allow them to staff and operate our old utility truck when their staffing levels permit (no additional personnel would be hired to staff this vehicle on a full-time basis). This arrangement, though not consistent, would provide utility coverage and fill a void in the northwest portion of the automatic aid system.

Through the proposed IGA Avondale would lease the old utility truck to the City of Surprise for the amount of one dollar ($1.00) per year. Surprise would operate the vehicle as intended, provide appropriate insurance coverage, and assume responsibility for all maintenance and damage to the vehicle while in their possession. The IGA is for a term of three years with the option to renew for an additional two year term. Surprise is responsible for all training associated with operating the vehicle and may not allow any other agency to operate the vehicle without the express permission of the City of Avondale. The vehicle will be returned to the City of Avondale at the end of the lease term or upon termination of the agreement by either party.

The IGA is scheduled for action by the Surprise city council on November 5.

BUDGETARY IMPACT:

Through this agreement the City of Avondale will avoid the cost of insuring, maintaining and operating the vehicle, which is still servicable, over the term of the lease.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a resolution approving an Intergovernmental Agreement with the City of Surprise for fire apparatus usage and authorize the Mayor and City Clerk to execute the agreement.

ATTACHMENTS:

Click to download

- Resolution 3147-1113

RESOLUTION NO. 3147-1113

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SURPRISE RELATING TO THE LEASE OF A FIRE TRUCK.

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

SECTION 1. The Intergovernmental Agreement with the City of Surprise relating to the lease of a City of Avondale fire truck (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed 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, November 4, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3147-1113

(Agreement)

See following pages.

Personal Property Lease Agreement

This Intergovernmental Agreement (the “Agreement’) is entered into effective upon its execution by the last Party and is between the City of Avondale, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter "City") and the City of Surprise, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter "Agency"), both of whom are collectively referred to as the “Parties” and individually as a “Party”. Both Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes Title 11, Chapter 7, Article 3.

WHEREAS, the City and the Agency are participants in the State of Arizona Fire Service Mutual Aid System (the “System”); and

WHEREAS, the System promotes the interchange and sharing of fire and rescue resources between municipalities as available and needed; and

WHEREAS, to benefit the System the City desires to lease its surplus 2003 SVI Air and Light Utility Truck, listed on Exhibit A attached hereto and incorporated herein by reference (the “Truck’), to the Agency to utilize in its fire and rescue efforts; and

WHEREAS, the City and the Agency desire to enter into this Agreement to set forth the terms and conditions by which the City will lease the Truck to the Agency.

NOW, THEREFORE, THE PARTIES HEREBY AGREE as follows:

1. Consideration. The City agrees to lease to the Agency the Truck listed on Exhibit A attached hereto. As partial, lawful consideration for this Agreement, Agency agrees to pay City $1.00 per year for the lease of the Truck listed on Exhibit A attached hereto. As additional consideration, Agency agrees to the following terms:

   A. Agency agrees to hold the City harmless for any liability arising from the use of the Truck caused by the Agency's employees, agents, students or assigns during the term of this agreement. City shall have the right of contribution against the Agency with respect to tort liability judgments should both parties under this agreement be found liable. In the event of any lawsuit that names the Parties as a defendant (“Defendant Party” or “Defendant Parties”) the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

   B. The Agency certifies that it will provide property damage insurance coverage for the value of the Truck and liability insurance coverage on the Truck for the full term of this Agreement.

C. The Agency agrees to perform all necessary vehicle and equipment maintenance on the Truck. The Agency further agrees to repair all body damage which occurs to said Truck during the time the Agency has possession of the Truck. Agency agrees to make any and all mechanical repairs caused by the Agency's failure to properly maintain the Truck. The Truck is to be returned to the City in the same condition as when it was leased, reasonable wear and tear excepted.

D. The Agency agrees it will not allow any other organization or person, other than the agents and employees of the Agency, to drive or use the Truck without the express written consent of the City.

E. The Agency certifies that, prior to allowing an agent or employee to use or drive the Truck, Agency will train and instruct such person on the proper use and operation of the Truck.

2. Term. This Agreement shall be effective for three (3) years. Agency shall have an option to renew this Agreement for an additional two (2) years.

3. Return of the Truck. Upon the termination of this Agreement, Agency shall return the Truck to the City in the same condition as when it was leased, reasonable wear and tear excepted.

4. Termination. Agency may terminate this Agreement for convenience or cause by returning the Truck to the City. City may terminate this agreement for convenience or cause by providing written notice to the Agency at least 90 days prior to such termination. Such notice may be by personal service, U.S. mail or FAX to the person listed below and at the contact information addresses given below.

5. No Warranties. City is not warranting or representing in any manner that Truck is suitable for any particular purpose. Suitability of the Truck for any particular purpose should be determined by Agency prior to using the Truck.

6. Notice. Any notice required or given under this Agreement shall be in writing and either delivered in person, deposited in the U.S. Mail, sent by transmission facsimile or deposited with any express service addressed as follows. Notice will be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the third day after it is deposited in the U.S. Mail, or on the second day after its deposit with any express service. Any time period stated on a notice will be computed from the time the notice is deemed received.

   a. To Agency: Chris Hillman
   City Manager
   16000 North Civic Center
   Surprise, Arizona 85374
   Fax: (623) 222-1021

b. To City: Charlie McClendon
City Manager
11465 West Civic Center Drive
Avondale, Arizona 85323
Fax: (623) 333-0100

7. Method of Execution. This Agreement may be executed in one or more identical counterparts each of which shall be deemed an original, but all of which taken together shall constitute one Agreement.

8. Cancellation. The Parties understand acknowledge that each Party may cancel this Agreement pursuant to A.R.S. §38-511.

9. E-Verify. To the extent applicable under A.R.S. §41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. §23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its subcontractors' employees who work on the Agreement to ensure that the other Party or its subcontractors are complying with the above-mentioned warranty.

[SIGNATURES BEGIN ON NEXT PAGE]

CITY OF SURPRISE,
an Arizona municipal corporation

ATTEST:

_____
Sharon R. Wolcott, Mayor

_____
Sherry Aguilar, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

_____
Misty Leslie, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF AVONDALE,
an Arizona municipal corporation

ATTEST:

_____
Marie Lopez Rogers, Mayor

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

_____
Andrew J. McGuire, City Attorney

Exhibit A
To
Personal Property Lease Agreement
Between
City of Avondale and City of Surprise

Utility Truck more specifically described as follows:

2003 SVI Light and Air Truck (Kenworth Chassis)

VIN 2NEMH28X03M893318	
Current Mileage-	141248.9
Hours	7462.4
Generator	Lima Mac 440MSL0863 100KW PTO Driven
Compressor	Bauer Model K22.42-30-E3

CITY COUNCIL REPORT

SUBJECT:
Resolution 3149-1113 - Acceptance of Grant Award from AZ Sports and Tourism Authority

MEETING DATE:
November 4, 2013

TO: Mayor and Council

FROM: Janice Simpson, Grants Administrator 623-333-1025

THROUGH: Rogene Hill, Assistant City Manager

PURPOSE:

Staff is requesting the City Council adopt a resolution authorizing the acceptance of a grant award through the Arizona Sports and Tourism Authority (AZ-STA) for the Recreation Department Safe Ride, Safe Bike project in the amount of $25,740 for the purchase and installation of bicycle storage lockers to be placed at multiple locations around the City.

BACKGROUND:

Formed as a result of Proposition 302 in November 1999, the AZ-STA is charged with distributing monies, in part, to youth and amateur sports projects and programs within Maricopa County. AZ-STA conducts a biennial grant program offered every two years on even numbered years.

AZ-STA's Youth and Amateur Sports Program supports a wide variety of sporting and physical activity experiences. Projects are considered based upon program criteria that include: sustainability, financial need, and benefit to the local community. Since its inception, the program has awarded more than one hundred grants totaling more than $14.5 million to the Maricopa County community.

DISCUSSION:

The Safe Ride, Safe Bike project for bicycle storage lockers meets a growing need in the Avondale community. Opportunities for low-cost recreational activities are rare, and those that do exist are often one-time events or single season activities. Safe Ride, Safe Bike places bicycle lockers at locations within the city where youth and families visit frequently. Residents and guests will be able to ride their bikes to their destination, store them safely and confidently, and participate fully in their activity, without the need to continuously check on it. The bicycle storage locker project encourages bicycling as a recreational or sports activity, promotes cycling as a means of transportation, and engages cyclers in an activity that can be life-long.

BUDGETARY IMPACT:

The grant award cycle is October 1, 2013 through September 30, 2014. Total project amount is $25,740 and AZ-STA has awarded $17,160 in reimbursement funds. The City of Avondale is responsible for $8,580 in matching funds, which will be satisfied using a combination of cash and in-kind. The Recreation Department will supply materials and Facilities will perform the installations.

RECOMMENDATION:

Staff recommends the City Council authorize through Resolution the acceptance of this grant award and authorize the Mayor, City Manager or City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3149-1113

RESOLUTION NO. 3149-1113

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE GRANT AWARD FROM THE ARIZONA SPORTS AND TOURISM AUTHORITY RELATING TO THE SAFE RIDE, SAFE BIKE PROJECT.

WHEREAS, the Arizona Sports and Tourism Authority (the "Authority") has awarded the City of Avondale (the "City") a grant in the amount of $25,740 for funding relating to the installation of bicycle storage lockers at locations around the City under the Safe Ride, Safe Bike Project (the "Grant"); and

WHEREAS, the Mayor and Council of the City ("City Council") desire to accept the Grant funds.

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. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed $25,740 and (ii) the execution of the Youth and Amateur Sports Fiscal Year 2014 Biennial Grant Funding Agreement with the Authority relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed 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, November 4, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3149-1113

[Agreement]

YOUTH AND AMATEUR SPORTS

FY 2014 BIENNIAL GRANT FUNDING AGREEMENT

By and Between

TOURISM AND SPORTS AUTHORITY d/b/a
THE ARIZONA SPORTS AND TOURISM AUTHORITY,

and

The City of Avondale

Pertaining To

Safe Ride, Safe Bike

October 30, 2013

THIS AGREEMENT (the "Agreement") is made to be effective as of the __ day of _____, 2013 by and between **The City of Avondale** , a(n) **Arizona municipal corporation** (hereinafter called the "Recipient" or a "Party"), and the TOURISM AND SPORTS AUTHORITY d/b/a THE ARIZONA SPORTS AND TOURISM AUTHORITY, existing pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") §§ 5-801 et seq., as the same may be modified or amended (collectively, the "Act"), as a corporate and political body of the State of Arizona and, except as otherwise limited, modified or provided by the Act, as a tax levying public improvement district (hereinafter called the "Authority" or a "Party"). The Recipient and the Authority are sometimes hereinafter collectively called the "Parties".

RECITALS

A. Pursuant to A.R.S. § 5-804, the Authority is authorized to enter into contracts and agreements as necessary to carry out the purposes and requirements of the Authority.

B. Pursuant to A.R.S § 5-809(A), the Authority is authorized to: (i) provide funds to acquire land or construct, finance, furnish, improve, market or promote the use of community youth and amateur sports facilities, recreational facilities and other community facilities or programs in Maricopa County; and (ii) do all things necessary or convenient to accomplish those purposes.

C. The Recipient has agreed to Safe Ride, Safe Bike (hereinafter more particularly described and referred to as the "Project") to be used for community youth and amateur sports and recreation activities.

D. Pursuant to A.R.S. §5-809(B), the Board of Directors of the Authority (the "Authority Board") must require that the Recipient contribute to the development of the Project that amount that is equal to a minimum of one-half of the funds to be contributed, spent or distributed by the Authority with respect to the Project.

E. The Authority Board has determined that the Authority will, pursuant to this Agreement, provide partial funding for the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as set forth in this Agreement:

ARTICLE I
DEFINITIONS

Section 1.1 The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

(a) "Act" means A.R.S. Title 5, Chapter 8, as amended.

(b) "Authority Contribution" means a maximum of $17,160 based on the Project Costs. This represents approximately 67% of the total project costs of $25,740 with the remaining balance to be provided by the Recipient (see Recipient Contribution) provided, however, that the total Authority Contribution shall not exceed the dollar amount equal to two thirds of the Project Costs (as defined in subsection (i) below). A reduction in the Project Costs will reduce the Authority Contribution on a pro-rata basis. An increase in the Project Costs will not increase the Authority Contribution but will be an obligation of the Recipient._____(Grantee Initials)

(c) "Authority Representative" means the person or persons designated by the Authority to act on its behalf.

(d) "Contractor" means any person or entity entering into a Project Contract or other agreement associated with development of the Project.

(e) "Event of Default" means any one of the events described in Sections 9.1 and 9.2.

(f) "Project Scope" means the plans and specifications or other descriptions for the Project, as set forth on Exhibit A attached hereto and made a part hereof, together with such other plans and specifications or other descriptions which are hereafter prepared by and for the Recipient and approved by the Authority pursuant to Section 4.2(a) of this Agreement.

(g) "Project" means the project undertaken by the Recipient for or in connection with a youth and amateur sports and recreational facility consisting generally of installing bicycle storage lockers **at** locations within the City where youth and families visit, all as more particularly set forth and described in the Project Scope.

(h) "Project Contract" means any agreement or agreements for the design, development, acquisition, installation, implementation and construction of all or a substantial part of the Project by and between a Contractor and the Recipient.

(i) "Project Costs" means the total costs for development, design, survey, land acquisition, installation, construction, engineering, construction administration and expenses directly related to the Project, all as set forth on Exhibit B attached hereto and made a part hereof together with such costs as may result from a change of plans pursuant to Section 4.2 of this Agreement.

(j) "Project Start and Completion Dates" means the anticipated or, if known, actual start and completion dates for the Project.

(k) "Recipient Contribution" means the Project Costs less the Authority Contribution.

(l) "Recipient Representative" means the person or persons designated by the Recipient to act on its behalf.

(m) "YAS Account" means the youth and amateur sports facilities account created pursuant to A.R.S. § 5-838 and maintained by the Authority.

ARTICLE II
PURPOSE; EFFECTIVE DATE; TERM

Section 2.1 Purpose. The purpose of this Agreement is to provide for the following:

(a) The design, development, acquisition, installation, implementation and construction of the Project; and

(b) The respective rights and obligations of the Parties with respect to the Project.

Section 2.2 Effective Date; Term; Automatic Termination. This Agreement shall be in full force and effect upon the date hereof and shall continue in full force and effect and shall be binding on the Parties until completion of the Project. Provided further that, notwithstanding anything contained in this Agreement to the contrary, the Parties agree that the rights and obligations of the Parties contained in Article 6 hereof shall survive termination of this Agreement.

Section 2.3 Notice of Award. The Recipient shall promptly notify the Authority in writing and provide written evidence of the award of the first Project Contract.

ARTICLE III
OBLIGATIONS OF THE PARTIES

Section 3.1 Recipient Contribution. The Recipient shall fully fund or cause to be funded the Recipient Contribution prior to the execution of this Agreement and prior to the actual expenditure of any funds or use of any in-kind contributions toward the Project and the Project Costs. The Recipient shall document and provide evidence as part of Exhibit C from all sources totaling the Recipient Contribution.

Section 3.2 Recipient Representative. The Recipient shall designate Janice Simpson, Grants Administrator, City of Avondale, 11465 W. Civic Center Dr., Avondale, AZ 85323, jsimpson@avondale.org, 623-333-1025 as the Recipient Representative.

Section 3.3 Authority Contribution; Payments.

(a) From funds lawfully deposited or to be deposited in the YAS Account the Authority shall deliver the Authority Contribution to the Recipient on a pro-rata, reimbursement basis as expenditures for Project Costs are incurred. The Recipient, prior to delivery of funds by the Authority, shall present to the Authority's satisfaction sufficient documentary evidence of all expenditures requiring reimbursement. The Recipient shall use the form "Project Cost Reimbursement Request Form" (Exhibit E) to create the reimbursement request. This form may also be available for download at **www.az-sta.com**

(b) The Authority Contribution shall not be used for expenditures related to fixed overhead/administrative expenses (e.g. salaries, rent, utilities, etc.), loans or endowments, conferences, individuals, golf tournaments or benefit tables, travel expenses outside of Maricopa County, capital campaigns, funding to maintain the sustainability of an organization or program, or anything else deemed by the Authority, in its sole and absolute discretion, as not serving the youth and amateur sports community within Maricopa County.

(c) Except as otherwise provided herein, no obligation of the Authority under or arising out of this Agreement or any document executed by the Authority in connection with the Project shall impose, give rise to or be construed to authorize or permit a debt or pecuniary liability, or a charge against the general credit of the Authority. After the Authority has delivered to the Recipient the Authority Contribution as required by Section 3.3(a) above, the Authority shall have no further obligation to contribute to payment of the Project Costs. The Authority makes no representation or warranty express or implied that the Authority Contribution together with the Recipient Contribution will be sufficient to pay the Project Costs.

(d) A reduction in the Project Costs shall proportionately reduce the Authority Contribution. An increase in the Project Costs shall not increase the Authority Contribution but will be an obligation of the Recipient who must provide evidence to the Authority that these funds have been secured prior to the work related to the increase being undertaken._____(Grantee Initials)

Section 3.4 Authority Representative. The Authority shall designate Robin Lea-Amos, Grants Program Coordinator, as the Authority Representative. Her contact information is One Cardinals Drive, Glendale, AZ 85305 or ***robin@az-sta.com.***

Section 3.5 Obligation of the Recipient to Complete the Project. The Recipient shall complete the Project in accordance with the Project Scope (as such Project Scope may be modified or amended pursuant to Section 4.2 hereof).

ARTICLE IV
PROJECT COSTS AND PROJECT SCOPE

Section 4.1 Changes in Project Costs. Any increase in the Project Costs because of a change in Project Scope provided by Section 4.2 shall not increase the Authority's financial obligation beyond the Authority Contribution in any manner.

Section 4.2 Project Scope.

(a) Changes to Project Scope. Any Project Scope not finalized or completed as of the effective date hereof and, thereafter, any change in the Project Scope, shall be submitted, upon their completion, to the Authority for review and written approval of the Authority Representative. Notwithstanding the foregoing, minor changes to the Project Scope shall not be subject to approval of the Authority. Minor changes are defined as ten percent of the Project Costs or $10,000, whichever is smaller.

(b) Changes to Project Start and Completion Dates. The project must be completed within 12 months of the funding agreement’s execution unless otherwise agreed to by the Authority and documented in the funding agreement. Any change to the Project which will delay the Completion Date by more than thirty (30) days shall be submitted to the Authority for review and written approval by the Authority Representative. Included in the extension request should be the revised projected completion date and explanation of delay._____ (Grantee Initials)

ARTICLE V
DEVELOPMENT OF THE PROJECT

Section 5.1 Development of the Project. The Recipient shall promptly commence and diligently pursue the Project to completion in accordance with the development schedule described to the Authority. The Recipient shall perform such duties as may be necessary to complete development of the Project pursuant to the Project Scope and in a good and workmanlike manner and all in full compliance with all applicable laws, zoning ordinances, municipal ordinances, regulations and orders of Federal, State, County, local and regulatory authorities of every kind and with all covenants, conditions and restrictions affecting the Project.

Section 5.2 Acknowledgement of Authority Contribution. The Recipient will indicate or will cause to be indicated, on all construction and permanent signage at the Project, that the Authority has provided partial funding for construction of the Project.

Section 5.3 Owner's Policy. The Recipient shall maintain an "Owners and Contractors Protective Liability" insurance policy or some other appropriate insurance policy with a coverage amount equal to the full amount of the estimated Project Costs (the "Recipient's Policy"). The Authority shall be named as an additional insured under the Recipient's Policy._____ (Grantee Initials)

ARTICLE VI
MANAGEMENT, OPERATION AND MAINTENANCE

Section 6.1 Management, Operation and Maintenance by the Recipient. The Recipient, at its own cost and expense, shall manage, operate, maintain and insure the Project in a manner in compliance with law and good operating practices over the course of the useful life of the Project. This project is determined to have a minimum useful life of ten (10) years.

Section 6.2 Reimbursement of the Authority Contribution. If the Authority reasonably determines that the Recipient has not or is not able to maintain and preserve the Project so that the minimum useful life is achieved, the Authority has the right to be reimbursed, on a straight-line, pro-rata basis, for its Authority Contribution. The Authority must notify the Recipient in writing of its determination and its request for reimbursement. The Recipient will be granted up to sixty (60) days to remedy the situation after which the Authority will reasonably determine whether or not a remedy has been implemented or to require reimbursement. If reimbursement is required, the reimbursement amount will be calculated by the Authority as the Authority Contribution less the Authority Contribution divided by the minimum useful life in years times the number of actual years of useful life achieved (based on the Completion date of the Project). The Recipient shall deliver the reimbursement to the Authority within thirty (30) days of the Authority's final written decision to the Recipient.

Section 6.3 Maintenance of Required Insurance. The Recipient shall maintain insurance in an amount and with the terms and conditions sufficient to fully cover all losses related to the Project. The Recipient shall name the Authority as an additional insured for all such policies.

Section 6.4 Books and Records Maintained by the Recipient. Subject to applicable law, during development of the Project and for a period of five (5) years after completion of the Project, Recipient shall at all times keep accurate and complete books, records and accounts with respect to all of Recipient's activities related to the Project, such books, records and accounts to be maintained at Recipient's principal place of business. Subject to applicable laws, during development of the Project and for a period of five (5) years after completion of the Project, Authority, or any persons designated by it, shall have the right, without hindrance or delay, but only upon three (3) days prior written notice and during normal business hours, to inspect, audit, check and make extracts from the Recipient's books, records and accounts, including, without limitation, all journals, orders, receipts and any correspondence and other data relating to the books, records and accounts related to the Project as may be maintained, generated or stored; provided, however, that at any time after such five (5) year period the Authority requests reasonable access to the Recipient's books, records and accounts, the Recipient shall not deny the Authority reasonable access. Recipient hereby irrevocably authorizes any person, including, without limitation, any of Recipient's employees or agents, having possession or control of any such books, records and accounts to make them available for the Authority's inspection upon Authority's request or, at the option of the Authority, make any computer programs or mechanical devices or program related thereto and related to the Project available to the Authority.

Section 6.5 No Assignments or Changes in Use. The Recipient shall not sell, convey, transfer, assign, dispose of or further encumber the Project or any part thereof or any interest therein or enter into any lease covering all or any portion thereof or an undivided interest therein, either voluntarily, involuntarily or otherwise, or enter into an agreement or contract to do so that would materially affect the Recipient's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement or operate and maintain the Project as a youth and amateur sports and recreational facility or that would materially affect the Authority's ability to exercise any of its rights set forth in this Agreement, without the prior consent of the Authority which consent shall be at the Authority’s sole and absolute discretion. The Recipient shall give the Authority at least thirty (30) days prior written notice of any transaction that would require the consent of the Authority pursuant to this Section 6.5.

Section 6.6 No Liens on the Project. With the exception of liens which the Recipient is actively contesting or which allow periodic payments leading to their complete satisfaction so long as such payments are not in default, if any, the Recipient shall not create or place, permit to be created or placed or, through any act or failure to act, acquiesce in the creation or placing of, or allow to remain, any mortgage, lien (statutory, constitutional or contractual), pledge, security interest, encumbrance or charge or conditional sale or other title retention agreement on the property, either real or personal, comprising the Project other than liens, encumbrances or conveyances consented to by the Authority which consent shall be at the sole and absolute discretion of the Authority.

Section 6.7 Monitoring and Reporting Requirements. The Authority Representative, or a duly appointed agent of the Authority, shall monitor and inspect the progress of the Project during the course of development and construction as well as during the expected useful life of the Project.

(a) Monthly Report. The Recipient shall, during the course of development and construction and/or acquisition of the Project, provide the Authority with a monthly progress report. The report

shall be provided to the Authority by no later than the fifteenth of the following month. The Recipient shall use the Project Progress Reporting Form as defined in Exhibit D and may be made available through the Authority's website (www.az-sta.com) in order to provide the Authority with Project progress information as defined in the template in addition to digital photographs. The Authority may withhold payment of reimbursement requests if complete and accurate Monthly Reports are not filed with the Authority as required._____(Grantee Initials)

(b) Wrap-Up Report. The Recipient shall provide a final report using the Project Progress Reporting Form (Exhibit D) at the completion of the project. This report shall be provided to the Authority within thirty (30) days of the completion of the project and coincide with the final reimbursement request to the Authority.

(c) Sending the Monthly and Wrap-Up Reports. The monthly and wrap-up reports shall be transmitted electronically to the Authority along with applicable digital photographs to the following email address: **robin@az-sta.com**, or to such other address as is proscribed by the Authority.

ARTICLE VII
WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 7.1 Representations, Warranties and Covenants by the Recipient. The undersigned, on behalf of the Recipient, but not individually, represents and warrants to, and covenants with, the Authority that:

(a) The Recipient is a municipal corporation duly organized and existing under the laws of the State of Arizona**,** and has full legal right, power and authority to: (i) enter into this Agreement and (ii) carry out and consummate the transactions contemplated by this Agreement;

(b) The Recipient's City Council (i) has duly authorized and approved the execution and delivery of, and the performance of its obligations under this Agreement and (ii) has duly authorized and approved the consummation of all other transactions contemplated by this Agreement;

(c) This Agreement has been duly executed and delivered by the Recipient and is a legal, valid and binding agreement of the Recipient enforceable in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and subject to the availability of equitable relief;

(d) To the knowledge of the Recipient, the consummation of the transactions contemplated in this Agreement does not conflict with or constitute a material breach of or material default under any provision of applicable law or administrative regulation of the State of Arizona or the United States of America or any department, division, agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which the Recipient is a party or may be otherwise subject, to the extent that such conflict, breach or default would materially adversely affect or impact the terms or performance of this Agreement;

(e) To the knowledge of the Recipient, the Recipient is not in material breach of or material default under any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which the Recipient is a party or may be otherwise subject and no event has occurred and is continuing that constitutes, or that with the passage of time or the giving of notice or both would constitute, a material breach of or a material default under any such agreement, to the extent that such conflict, breach or default would materially adversely affect or impact the terms or performance of this Agreement or any of the transactions contemplated by this Agreement;

(f) To the knowledge of the Recipient, there are no events or conditions, either in any single case or in the aggregate, that materially adversely affect or in the future might materially affect the Recipient's condition, financial or otherwise, or materially affect the Recipient's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement;

(g) The Recipient has made or will make all required filings with and has obtained all material approvals, consents and orders of any government authority, board, agency or commission having jurisdiction that would constitute a condition precedent to performance by the Recipient of its obligations under this Agreement.

Section 7.2 Representations, Warranties and Covenants by the Authority. The undersigned, on behalf of the Authority but not individually, represents and warrants to, and covenants with, the Recipient as follows:

(a) Except as otherwise modified by the Act, the Authority is organized and existing under the laws of the State of Arizona as a corporate and political body having all the rights, powers and immunities of a municipal corporation, and has full legal right, power and authority to (i) enter into this Agreement and (ii) carry out and consummate the transactions contemplated by this Agreement;

(b) Any and all hearings, ordinances and approvals prerequisite to the execution and delivery of this Agreement have been held, enacted or granted and in the processing thereof all notice and hearing requirements under applicable law have been fully complied with, including, but not limited to, open meeting laws of the State of Arizona;

(c) The Authority Board (i) has duly authorized and approved the execution and delivery of, and the performance of its obligations under this Agreement and (ii) has duly authorized and approved the consummation of all other transactions contemplated by this Agreement;

(d) This Agreement has been duly executed and delivered by the Authority and is a legal, valid and binding agreement of the Authority enforceable in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and subject to the availability of equitable relief;

(e) To the knowledge of the Authority, the consummation of the transactions contemplated in this Agreement will not conflict with or constitute a breach of or default under any provision of applicable law or administrative regulation of the State of Arizona or the United States of America or any department, division, agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to

which the Authority is a party or may be otherwise subject, to the extent that such conflict, breach or default adversely affects or impacts the terms or performance of this Agreement, any of the transactions contemplated by this Agreement;

(f) To the knowledge of the Authority, the Authority is not in material breach of or default under any such provision, and no event has occurred and is continuing that constitutes, or that with the passage of time or the giving of notice or both would constitute, a breach of or a default under any such provisions, to the extent that such conflict, breach or default adversely affects or impacts the terms or performance of this Agreement or any of the transactions contemplated by this Agreement;

(g) To the knowledge of the Authority, there are no events or conditions that, either in any single case or in the aggregate, materially adversely affect or in the future might (so far as can reasonably be foreseen) materially affect the Authority's condition, financial or otherwise, or materially affect the Authority's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement;

(h) The Authority has made or will make all required filings with and has obtained all material approvals, consents and orders of any government authority, board, agency or commission having jurisdiction that would constitute a condition precedent to performance by the Authority of its obligations under this Agreement.

ARTICLE VIII
ASSIGNMENT

Section 8.1 This Agreement may not be assigned by the Authority or the Recipient without the prior written consent of the other Party.

ARTICLE IX
EVENTS OF DEFAULT

Section 9.1 Recipient Events of Default. The following shall be "Events of Default" by the Recipient under this Agreement:

(a) If any warranty or representation of the Recipient herein contained shall prove to be false, misleading, untrue or incorrect in any material respect.

(b) If the Recipient breaches or defaults in the performance or observance of any material covenant, promise, undertaking or agreement contained in this Agreement and fails to cure the same or fails to diligently and continuously pursue or perform the actions necessary to cure the same within thirty (30) days after written notice to the Recipient by the Authority of such breach or default; provided, however, if the failure stated in the written notice cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Recipient as appropriate, within the applicable period and diligently pursued until the default is corrected. In no event shall the cure period set forth in this Section 9.1(b) be longer than one hundred eighty (180) days from the Recipient's receipt of notice from the Authority.

(c) If the Recipient (i) files a voluntary petition in bankruptcy, (ii) fails to promptly lift any execution, garnishment or attachment, (iii) is adjudicated as a bankrupt, (iv) fails or is unable to pay its debts generally as they become due, (v) admits in writing its inability to pay its debts, (vi) makes a general assignment for the benefit of creditors, (vii) enters into an agreement of composition with creditors, or files a petition applicable to the Recipient in any proceedings instituted under the provisions of the Federal Bankruptcy statute, as amended, or under any similar acts that may hereafter be enacted, and such petition is not dismissed within sixty (60) days after service on the Recipient; or if a receiver or trustee or custodian has been appointed in any proceeding for all or substantially all of the Recipient's property or assets; or if the Recipient has requested the appointment of such receiver, trustee or custodian; or if the Recipient is adjudged insolvent under any state insolvency law.

(d) If any suit or legal action materially affecting the Project, the construction of the Project or the operation and use of the Project is filed and the Recipient fails to take steps that the Authority, in its sole and absolute discretion, determines is satisfactory to defend or resolve such action within ninety (90) days after written notice to the Recipient by the Authority.

(e) If the Project shall be damaged or destroyed by fire or other casualty. However, this shall not be an Event of Default if the Recipient receives insurance proceeds or uses other funds sufficient to repair or restore the Project to its original condition and quality and the Recipient promptly repairs or restores the Project. In no event shall such repair or restoration commence later than sixty (60) days after receipt of said funds.

Section 9.2 Authority Events of Default. The following shall be "Events of Default" by the Authority under this Agreement:

(a) If any warranty or representation of the Authority herein contained shall prove to be false, misleading, untrue or incorrect in any material respect.

(b) If the Authority breaches or defaults in the performance or observance of any of its covenants, promises, undertakings or agreements contained in this Agreement or fails to perform any requirements under the Act necessary to the satisfaction of its requirements hereunder and shall fail to cure the same or fails to diligently and continuously pursue or perform the actions necessary to cure the same within thirty (30) days after written notice to the Authority by the Recipient of such breach or default; provided, however, if the failure stated in the written notice cannot be corrected within the applicable period, the Recipient shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Authority, as appropriate, within the applicable period and diligently pursued until the default is corrected. In no event shall the cure period set forth in this Section 9.2(b) be longer than one hundred eighty (180) days from the Authority's receipt of notice from the Recipient.

(c) If the Authority (i) files a voluntary petition in bankruptcy, (ii) fails promptly to lift any execution, garnishment or attachment, (iii) is adjudicated as a bankrupt, (iv) fails or is unable to pay its debts generally as they become due, (v) admits in writing its inability to pay its debts, (vi) makes a general assignment for the benefit of creditors, (vii) enters into an agreement of composition with creditors, or files of a petition applicable to the Authority in any proceedings instituted under the provisions of the Federal Bankruptcy statutes, as amended, or under any similar acts that may

hereafter be enacted, and such petition is not dismissed within sixty (60) days after service on the Authority; or if a receiver or trustee or custodian has been appointed in any proceeding for all or substantially all of the Authority's property or assets; or if the Authority has requested the appointment of such receiver, trustee or custodian; or if the Authority is adjudged insolvent under any state insolvency law.

Section 9.3 Termination Related to Severed Provision. If any action, rule, law or decision of any legislative or administrative body or of any court should materially impair or materially and adversely affect the enforceability of any term or provision of this Agreement, the Authority and the Recipient shall take all steps necessary to contest the same and, if not successful in such contest, to extent permissible under applicable law, shall amend this Agreement to further the purpose and intent hereof.

ARTICLE X
MISCELLANEOUS

Section 10.1 Waiver. In the event any agreement contained in this Agreement should be breached by any Party and thereafter waived by the other Party, such waiver shall be in writing and signed by an authorized representative of the Party granting the waiver and shall not be deemed to waive any other breach hereunder.

Section 10.2 Accuracy of Representations and Warranties. The Parties acknowledge that each and every representation and warranty in this Agreement shall be true and accurate as of the date of execution of this Agreement, shall constitute a material part of the consideration hereunder and shall survive the execution of this Agreement.

Section 10.3 Amendments. This Agreement may not be changed, modified or rescinded, except in writing, signed by the Parties hereto, and any attempt at oral modification of this Agreement shall be void.

Section 10.4 Notices.

(a) The Authority and the Recipient shall notify each other in writing:

(i) Promptly of any claim, demand, action, or dispute that involves the rights, interests, properties or obligations of the Parties, particularly those which involves the interpretation of any of the provision of, or the rights of the Parties under, this Agreement or any other claim, demand, action or dispute that may, directly or indirectly, materially affect the Project.

(ii) Immediately of the attachment or seizure, by process of law or otherwise, the Project or any monies held by either Party for the purpose of funding the Project.

(b) Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

As to the Authority:	President, Chief Executive Officer Tourism and Sports Authority 1 Cardinals Drive Glendale, Arizona 85305 Attention: Thomas R. Sadler Facsimile: (623) 433.7510
With a copy to:	General Counsel Tourism and Sports Authority c/o Fennemore Craig, P.C. 3003 N. Central Avenue, Suite 2600 Phoenix, Arizona 85012 Attention: Sarah A. Strunk, Esq. Facsimile: (602) 916-5527
As to the Recipient:	City Manager City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attention: Charles P. McClendon Facsimile: (623) 333-0100
With a copy to:	City Attorney Gust Rosenfeld, PLC One East Washington Street, Suite 1600 Phoenix, Arizona 85004 Attention: Andrew J. McGuire Facsimile: (602) 254-4878

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

Section 10.5 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement.

Section 10.6 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

Section 10.7 Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

Section 10.8 Governing Law. This Agreement shall be construed in accordance with the law of the State of Arizona.

Section 10.9 Disadvantaged Business Entities. The Authority has a strong desire and interest in encouraging disadvantaged business enterprises in the same manner and respect as for the multipurpose facility as contemplated by A.R.S. §5-813. Therefore, the Authority strongly encourages the Recipient to consider implementing disadvantaged business enterprise participation goals for the design, engineering, construction and operation of the Project.

Section 10.10 Conflicts of Interest. The provisions of A.R.S. § 38-511 (cancellation of contracts with State or political subdivisions for conflict of interest) are applicable to this Agreement and the terms thereof are incorporated herein by this reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 2013.

"**Recipient**"

CITY OF AVONDALE,
AN ARIZONA MUNICIPAL CORPORATION

By:_____
Name: Charles P. McClendon
Title: City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM AND IN ACCORDANCE WITH A.R.S. § 11-52(D)

By:_____
Andrew J. McGuire, City Attorney

"**Authority**"

TOURISM AND SPORTS AUTHORITY
d/b/a THE ARIZONA SPORTS AND TOURISM AUTHORITY

By: _____
Name: Thomas R. Sadler
Title: President, Chief Executive Officer

APPROVED AS TO FORM AND IN ACCORDANCE WITH A.R.S. §11-952(D)

By: _____
General Counsel

EXHIBIT A

PROJECT SCOPE

Estimated project start date: November 1, 2013 or upon funding agreement execution

Estimated completion date: September 30, 2014

Description (scope) of project:

The *Safe Ride, Safe Bike* project places bicycle lockers at locations within the City of Avondale (the "City") where youth and families visit. The storage lockers will be placed at the following four locations in the City:

1) American Sports Center, 755 N. 114 Ave. Avondale AZ, 85323;
2) Friendship Park, 12325 W McDowell Rd, Avondale, AZ 85392;
3) Dennis Deconcini Park, 351 E Western Ave, Avondale AZ 85323;
4) Civic Center Complex, 11465 W. Civic Center Dr., Avondale AZ 85323.

All properties for project site locations are owned by the City. The City will contribute the cost of constructing concrete pads for each bicycle locker location as well as the hardware and labor necessary to anchor the units to the concrete pads.

The American Sports Center is situated next to the Avondale Transit Center site where phase one of its construction is expected to be completed by 2013 calendar year end. The Safe Ride, Safe Bike project manager will coordinate locker installation with the Avondale Transit Center project manager.

EXHIBIT B

PROJECT COSTS

Arizona Sports and Tourism Authority

FINAL BUDGET FOR PROJECT FUNDING AGREEMENT - FACILITY CONSTRUCTION/RENOVATION and / or EQUIPMENT

#	Project Item Description	Cost	Source of Funding - Applicant			AZSTA	Total
			Cash	In-Kind	Total	Funding	Funding
	Facility Construction/Renovation						
1	Land (____acres@$_____/ac)				$ -	$ -	$ -
							-
	Infrastructure and Parking						-
2	On-site access roads and drives				-		-
3	Electrical distribution				-		-
4	Site utilities and storm drainage				-		-
5					-		-
6					-		-
7					-		-
					-		-
	Subtotal:Infrastructure & Parking	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Site Work/Landscaping/Irrigation						
8					-		-
9					-		-
10					-		-
11					-		-
12					-		-
13					-		-
					-		-
	Subtotal:Site Work/Landscaping/Irrig	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Facility Construction/Renovation (hard costs)						
14	Lighting				-		-
15					-		-
16					-		-
17					-		-
18					-		-
19					-		-
20					-		-
21					-		-
22					-		-
23					-		-
24					-		-
25					-		-
26					-		-
					-		-
	Subtotal:Facility Construction/Renovat	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Equipment						
27	Bicycle lockers, hardware, concrete pads, installation	25,740	8,580		8,580	17,160	25,740
28					-		-
29					-		-
30					-		-
31					-		-
32					-		-
					-		-
	Subtotal:Equipment	**$ 25,740**	**$ 8,580**	**$ -**	**$ 8,580**	**$ 17,160**	**$ 25,740**

Facility Construction/Renovation (soft costs)						
33 Architectural and engineering fees				-	-	-
34 Project coordination/oversight services				-	-	-
35 General conditions				-	-	-
36 Permits & fees				-	-	-
37 Construction contingency				-	-	-
38 Owner contingency				-	-	-
39 Insurance				-	-	-
40 Performance and payment bond				-	-	-
41 Contractor fee				-	-	-
42 Testing and inspection				-	-	-
43 Preconstruction services				-	-	-
44 Taxes				-	-	-
45 Other				-	-	-
				-	-	-
Subtotal:Facility Construction/Renovat	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
PROJECT COST SUMMARY						
Land	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Infrastructure and Parking	**-**	**-**	**-**	**-**	**-**	**-**
Site Work/Landscaping/Irrigation	**-**	**-**	**-**	**-**	**-**	**-**
Facility Construction/Renovation (harc	**-**	**-**	**-**	**-**	**-**	**-**
Equipment	**25,740**	**8,580**	**-**	**8,580**	**17,160**	**25,740**
Facility Construction/Renovation (soft	**-**	**-**	**-**	**-**	**-**	**-**
Total Project Cost	**$ 25,740**	**$ 8,580**	**$ -**	**$ 8,580**	**$ 17,160**	**$ 25,740**

Maximum In-Kind Contribution Allowed $ - *(Lesser of 10% of Total Project or 25% of Contributio*

Status of Actual In-Kind Contribution **Okay**

	Applicant	*AZSTA*
Applicant and AZSTA Contribution as % of Total Project Cost	*33%*	*67%*
Status of Applicant Contribution vs. Total Project Cost	**Okay**	

EXHIBIT C

RECIPIENT CONTRIBUTION SOURCES

EXHIBIT D

SAMPLE PROGRESS REPORTING FORM

(can be downloaded at: http://www.az-sta.com/)

ARIZONA SPORTS AND TOURISM AUTHORITY
YOUTH AND AMATEUR SPORTS
Project Progress Reporting Form

NOTE: This report is to be submitted to the Arizona Sports and Tourism Authority by the fifteenth of each month during the project's implementation phase (please keep your report to a maximum of two pages). This report and related digital photographs are to be transmitted electronically to the following email address: robin@az-sta.com

If you have questions about the use of this form, please email Robin Lea-Amos at robin@az-sta.com *A current Project Progress Report must be submitted to the Authority prior to a Project Cost Reimbursement being fulfilled by AZSTA.*

Organization Name:	
Person Submitting the Report:	
Program Name and Brief Description:	
Period being Reported on:	
Program Start Date:	
Program Completion Date:	
Total Program $ Value:	
Program $ Value Completed:	
% of Program Value Completed:	
Describe the work that was completed/implemented during the reporting period:	
At project completion please describe how successful the project was in meeting the goals and objectives stated in the original grant application:	
Other comments:	
# of Photographs Submitted:	
Subject Matter of Photographs:	

EXHIBIT E

Project Cost Reimbursement Request Form

(can be downloaded at: http://www.az-sta.com)

Arizona Sports and Tourism Authority

Youth and Amateur Sports

2014 Biennial Grant - Project Cost Reimbursement Request Form

[Reimbursements will not be processed without a current Project Progress Report and copies of receipts or invoices]

Organization Name:	
Organization Mailing Address:	
Project Name:	
Date of Request:	

List of Reimbursable Project Costs

Instructions: Complete the information requested and hightlighted in yellow. Under the '%' column for Orgination, enter your pro-rata percentage of the project per the funding agreement. This document must be emailed to robin@az-sta.com for processing of payment.

				Organization		AZSTA	
Vendor Name	**Description**	**Invoice No.**	**Amount**	**%**	**$**	**%**	**$**
					$ -		$ -
					-		-
					-		-
					-		-
					-		-

Return this form along with copies of the involves and checks or other evidence of payment to the vendor(s) to the Authority at:
Arizona Sports and Tourism Authority
One Cardinals Drive
Glendale, AZ 85305
Send your documentation to- Robin Lea-Amos
robin@az-sta.com

Requested by: _____
Name and Title

Received _____
Date

AZSTA Approved by/Date _____
Name and Date

AZSTA Approved by CEO / Date _____
Name and Title

CITY COUNCIL REPORT

SUBJECT:
Resolution 3150-1113 - Honoring Police Chief Kevin Kotsur on Occasion of his Retirement

MEETING DATE:
November 4, 2013

TO: Mayor and Council

FROM: Dale Nannenga, Acting Police Chief (623) 333-7207

THROUGH: Charlie McClendon, City Manager; David Fitzhugh, Assistant City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution recognizing Chief Kevin Kotsur on the occasion of his retirement. The resolution will be presented to Chief Kevin Kotsur on November 7, 2013, at his retirement reception.

BACKGROUND:

Chief Kevin Kotsur began his employment as Chief of Police for the City of Avondale on February 17, 2004. During February of 2014, he will retire from the city having provided dedicated, exemplary service to the citizens of Avondale.

BUDGETARY IMPACT:

None

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution recognizing Police Chief Kevin Kotsur on the occasion of his retirement. The resolution will be presented to Chief Kevin Kotsur on November 7, 2013, at his retirement reception.

ATTACHMENTS:

Click to download

- Resolution 3150-1113

RESOLUTION NO. 3150-1113

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING CHIEF KEVIN KOTSUR FOR NEARLY TEN YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on February 17, 2004, Chief Kevin Kotsur began his career with the City of Avondale as a Police Chief; and

WHEREAS, fellow employees have embraced Chief Kotsur as a friend; and

WHEREAS, Chief Kotsur's leadership and guidance for nearly a decade has developed and fostered a commitment to excellence and a dedication to the residents and staff; and

WHEREAS, Chief Kotsur has demonstrated integrity and professionalism to all residents and has faithfully served the City during periods of transition and growth; and

WHEREAS, Chief Kotsur was instrumental in building the bridge between all residents, community groups and the Avondale Police Department; and

WHEREAS, the Council of the City of Avondale wishes to express its appreciation for his hard work, dedication and years of service and to honor Chief Kevin Kotsur on the occasion of his retirement after nearly ten years of exemplary service to the citizens of Avondale.

NOW, **THEREFORE**, **BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Chief Kevin Kotsur for his nearly ten years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, November 4, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Municipal Aesthetics Program Funding Agreement - Salt River Project

MEETING DATE:
November 4, 2013

TO: Mayor and Council

FROM: Charles Andrews, P.E., City Engineer, 623-333-4216

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Municipal Aesthetics Program Funding Agreement with Salt River Project and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 1989, SRP implemented the Municipal Aesthetics Program to encourage partnerships with local municipalities. The Municipal Aesthetics Program provides municipalities with the opportunity to conduct aesthetic improvements on new and existing SRP water and power distribution facilities. Annual allotment of aesthetics funds to municipalities are based upon: Irrigation water acreage, the percentage of Salt River Valley Water Users Association Membership within the municipality, the municipality's percentage share of total electric facilities revenue, and the total cost of electric system work accomplished during SRP's prior fiscal year. To date, Avondale has approximately $1.9M in SRP Aesthetic Funds.

DISCUSSION:

In 2012, SRP implemented the "Three-Year Rolling Program." This Program established deadlines for municipalities to utilize their respective aesthetic funds. Beginning May 2015 (SRP FY2016), a municipality may carry no more than three (3) fiscal years of allocations. Avondale has been rolling over its allotment of SRP Aesthetic Funds since 2005-2006. The City of Avondale has three (3) years to use its current funding or it will forfeit these funds. Due to the complexity and the time required for the City to acquire new rights-of-way for the relocated SRP facility, the City sought out a project that could be done on-time and that could utilize all the endangered funding. In addition, the project would require that the affected abutting property owners be agreeable to dedicating the required rights-of-way to the City.

Staff researched and analyzed a dozen potential projects. The project that held the most benefit while keeping to SRP's aggressive schedule, was the relocation and piping of the existing SRP irrigation channel that is located on the west side of 107th Avenue. The channel relocation and piping of the existing channel would start approximately 500 feet north of Pierce Street and extend down Van Buren Street for a distance of approximately 1,900 linear feet. SRP has estimated the cost to be approximately $1.3M.

Numerous meetings with the property owner (Anderson) have produced an informal accord that the property owner will dedicate the required rights-of-way. This tentatively includes:

- The required rights-of-way for proposed piping and relocation of the existing SRP channel
- The required rights-of-way for the future relocation of the 69KV transmission poles

- The necessary rights-of-way for the proposed Van Buren Drainage and multi-use linear Park along Van Buren Street, and
- All of the required interim and future rights-of-way for the roadway improvements along Van Buren Street, 107th Avenue, and Roosevelt Street.

Staff estimates that within two (2) weeks of approval of this Agreement, an Agreement will be presented to the Anderson's for the required dedication of all the required rights-of-way.

SCHEDULE:

The following is a tentative schedule for this Project:

- November 4, 2013 - Approval of the SRP Municipal Aesthetics Program Funding Agreement by the Mayor and Council
- November 2013 - SRP issues an internal Notice to Proceed for the design of the new irrigation facilities
- November 2013 - Dedication of rights-of-way presented to Anderson
- January 2014 - Dedication of Rights-of-Way Agreement submitted to the Mayor and Council for approval
- November 2014 - SRP design completed
- January 2015 - Construction contract submitted to the Mayor and Council for approval
- February 2015 - Contractor mobilized, start of construction
- February 2016 - End of construction activities

BUDGETARY IMPACT:

SRP has provided a Conceptual Job Estimate of $1,295,800. Funding for the relocation and piping of the existing SRP channel will be taken from the City's available SRP Aesthetics Funds balance, currently at approximately $1.9M. There will be required construction work that does not qualify for aesthetic funding. This cost, although conceptual, has been estimated to be $500,000 and is available through the CIP Street Fund Line Item No. 304-1330-00-8420, 107th Avenue – Roosevelt to Van Buren Street. Once the design is complete, SRP will submit a final invoice to the City. Historically, the Conceptual Job Estimates tend to be conservative.

RECOMMENDATION:

Staff recommends that the City Council approve a Municipal Aesthetics Program Funding Agreement with Salt River Project in a maximum amount of $1,795,800 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- ☐ SRP Municipal Aesthetics Program Funding Agreement
- ☐ Project Vicinity Map

P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

August 12, 2013

Charles Andrews
City of Avondale
11465 W Civic Center Dr Su 120
Avondale, AZ 85323

File No.: PSG-103.07.09
Ref. No.: MAPE-1255

SUBJECT: 107TH AVE/VAN BUREN IMPROVEMENTS – CONCEPTUAL COST ESTIMATES

Dear Mr. Andrews,

SRP has prepared three Aesthetics Conceptual Cost Estimates in association with the City of Avondale's 107th Avenue Improvements project. These cost estimates are for piping an open lateral, converting existing SRP 12kV double circuit overhead facilities, and upgrading 69kV wood poles to steel during relocation of the 69kV line along west side of 107th Ave from Van Buren north to approximately Roosevelt St.

JOB SCOPES:

WD32986 – Pipe existing open lateral

Conceptual Cost Estimate for design and construction to pipe the SRP irrigation lateral along the west side of 107th Avenue north from Van Buren. Estimate based on installing approximately 1,789 LF of RGRCP CL3 pipe and two (2) manholes. Cost also includes removal of existing lined ditch, one (1) headwall, and one (1) headwall/trashrack.

Cost of potholing and/or relocating conflicting utilities is not included in this estimate. The cost of additional right-of-way acquisition, if required, is not included in this estimate.

T-1944457 – 12kV Underground Conversion

Conceptual Cost Estimates for 12kV conversions have been prepared with the following assumptions and based on utilizing existing conduit along 107th Avenue. These assumptions are used for estimating consistency for all 12kV conversion projects.

ESTIMATE ASSUMPTIONS:

1) Restoration of area where civil work in road is completed;
2) One police officer for duration of construction (as needed);
3) Does not include after-hours construction for commercial outages;
4) Does not include private lighting or new streetlights/system costs.

Conceptual cost estimate to convert existing 12KV dual circuit under-build to underground beginning at Van Buren Street and continuing north to just south of Roosevelt Street. Job will consist of installation of approximately 9,000 feet of underground feeder wire, installation of four (4) switch cabinets and one (1) fusing cubicle.

T1944544 – 12kV Overhead Removal

Conceptual cost estimate to remove approximately 9,000 feet of existing overhead feeder, four (4) pole risers, one (1) switch, one (1) single phase transformer along with wire feeding it and all associated framing and

69kV Steel Pole Upgrade

Conceptual cost estimate to upgrade seven (7) 69kV wood poles to steel poles during relocation of line. Estimate is for the cost difference between wood poles and steel poles and does not include any costs for design and construction of 69kV facilities.

COSTS

WD-32986	Lateral Piping	$	1,295,800
T1944457	12kV Underground Conversion	$	249,000
T1944544	12kV Overhead Removal	$	26,100
	69kV Steel Pole Upgrade	$	20,000
	TOTAL CONCEPTUAL COST ESTIMATE	**$**	**1,590,900**

These Conceptual Cost Estimates are valid through December 10, 2013. Attached are three (3) Municipal Aesthetics Program Funding Agreements that require your signature. Please sign and return each one indicating your decision on the use of Avondale's Aesthetics funding.

SRP's Project design contacts for these jobs are:

- Lateral Piping — Bob Padilla (602) 236-4648 Robert.Padilla@srpnet.com
- 12kV Conversion — Tim Rinn (602) 236-8694 Tim.Rinn@srpnet.com
- 69kV Pole Upgrade — Benjamin Cox (602) 236-3725 Benjamin.Cox@srpnet.com

If you have any questions regarding Aesthetics funding, please contact me at (602) 236-3735 or Janice.Cacioppo@srpnet.com.

Sincerely,

Janice Cacioppo
Municipal Aesthetics Program Administrator

Attachments

c: Chris Hamilton, Avondale
S Altuna
M Bonano
R Earwood
T Rinn
File

August 12, 2013
File No.: PSG 103.07.09
Ref No.: MAPE-1255.1

MUNICIPAL AESTHETICS PROGRAM
FUNDING AGREEMENT

☒ **CONCEPTUAL ESTIMATE** ☐ **REVISED COSTS** ☐ **DEFINITIVE COSTS**

PROJECT NAME: **107TH AVE/VAN BUREN IMPROVEMENTS LATERAL PIPING**

MUNICIPALITY PROJECT #:

ESTIMATE: **$1,295,800**

ESTIMATE DATE: **8/12/13** **VALID THROUGH: 12/10/13**

CONDITIONS:

- This estimate is valid for 120 days from the date of this agreement after which a revised cost may be determined.
- SRP reserves the right to adjust the estimate to reflect current costs.
- The Municipality's SRP Municipal Aesthetics allocation exposure for this project will not exceed actual costs incurred by SRP.
- Any future relocation of the facilities associated with this project will be at the cost of those other than SRP, including use of SRP Municipal Aesthetics funds.
- Construction will be done during normal SRP work hours unless otherwise agreed to.
- Lane closures that do not impede the normal workflow of traffic will be allowed unless otherwise agreed to.

Power Projects:

- As a condition of the use of SRP Aesthetics funds the Municipality is required to provide SRP with a land right that is acceptable to SRP for all relocated and new facilities installed on Aesthetics projects.
- If the Municipality requires any additional conduits be placed in the trench an agreement must be in place with SRP prior to the start of construction.
- If applicable, Telco and CATV will be offered a joint trench opportunity per existing agreements. Joint trench costs for other utilities are not fundable through the SRP Municipal Aesthetics Program.
- Municipal streetlight requirements, if applicable, will be provided early in the design process. Streetlight pole installation and connection costs are the responsibility of the Municipality.

Trench Provider: **SRP** **N/A** **Municipality** **N/A** **(please initial choice of provider)**

Municipality: **CITY OF AVONDALE**

Print Name: _____ Title: _____

Approved: _____ Date: _____
Signature

Declined: _____ Date: _____
Signature

Please sign and return this Funding Agreement to:

Janice Cacioppo, XCT400
Municipal Aesthetics Program Administrator
SRP Project Services
P O Box 52025
Phoenix, AZ 85072-2025

Janice.Cacioppo@srpnet.com
Office:602-236-3735
Fax:602-629-8390

August 12, 2013
File No.: PSG 103.07.09
Ref No.: MAPE-1255.2

MUNICIPAL AESTHETICS PROGRAM
FUNDING AGREEMENT

☒ **CONCEPTUAL ESTIMATE** ☐ **REVISED COSTS** ☐ **DEFINITIVE COSTS**

PROJECT NAME: **107TH AVE/VAN BUREN IMPROVEMENTS CONVERSION**

MUNICIPALITY PROJECT #:

		SRP TRENCH/CONDUIT	MUNICIPALITY TRENCH/CONDUIT
T1944457	Trench/Conduit	$ 0	$ 0
	Electrical	$ 249,000	$ 249,000
	Subtotal	$ 249,000	$ 249,000
T1944544	Overhead Removal	$ 26,100	$ 26,100
TOTAL CONCEPTUAL COST ESTIMATE		**$ 275,100**	**$ 275,100**

ESTIMATE DATE: **8/12/13** **VALID THROUGH:** **12/10/13**

CONDITIONS:

- This estimate is valid for 120 days from the date of this agreement after which a revised cost may be determined.
- SRP reserves the right to adjust the estimate to reflect current costs.
- The Municipality's SRP Municipal Aesthetics allocation exposure for this project will not exceed actual costs incurred by SRP.
- Any future relocation of the facilities associated with this project will be at the cost of those other than SRP, including use of SRP Municipal Aesthetics funds.
- Construction will be done during normal SRP work hours unless otherwise agreed to.
- Lane closures that do not impede the normal workflow of traffic will be allowed unless otherwise agreed to.

Power Projects:

- As a condition of the use of SRP Aesthetics funds the Municipality is required to provide SRP with a land right that is acceptable to SRP for all relocated and new facilities installed on Aesthetics projects.
- If the Municipality requires any additional conduits be placed in the trench an agreement must be in place with SRP prior to the start of construction.
- If applicable, Telco and CATV will be offered a joint trench opportunity per existing agreements. Joint trench costs for other utilities are not fundable through the SRP Municipal Aesthetics Program.
- Municipal streetlight requirements, if applicable, will be provided early in the design process. Streetlight pole installation and connection costs are the responsibility of the Municipality.

Trench Provider: **SRP** **N/A** **Municipality** **N/A** **(please initial choice of provider)**

Municipality: **CITY OF AVONDALE**

Print Name: _____ Title: _____

Approved: _____ Date: _____
Signature

Declined: _____ Date: _____
Signature

Please sign and return this Funding Agreement to:

Janice Cacioppo, XCT400
Municipal Aesthetics Program Administrator
SRP Project Services
P O Box 52025
Phoenix, AZ 85072-2025

Janice.Cacioppo@srpnet.com
Office:602-236-3735
Fax:602-629-8390

August 12, 2013
File No.: PSG 103.07.09
Ref No.: MAPE-1255.3

MUNICIPAL AESTHETICS PROGRAM
FUNDING AGREEMENT

☒ **CONCEPTUAL ESTIMATE** ☐ **REVISED COSTS** ☐ **DEFINITIVE COSTS**

PROJECT NAME: **107TH AVE/VAN BUREN 69KV POLE UPGRADE**

MUNICIPALITY PROJECT #:

ESTIMATE: **$20,000**

ESTIMATE DATE: **8/12/13** **VALID THROUGH: 12/10/13**

CONDITIONS:

- This estimate is valid for 120 days from the date of this agreement after which a revised cost may be determined.
- SRP reserves the right to adjust the estimate to reflect current costs.
- The Municipality's SRP Municipal Aesthetics allocation exposure for this project will not exceed actual costs incurred by SRP.
- Any future relocation of the facilities associated with this project will be at the cost of those other than SRP, including use of SRP Municipal Aesthetics funds.
- Construction will be done during normal SRP work hours unless otherwise agreed to.
- Lane closures that do not impede the normal workflow of traffic will be allowed unless otherwise agreed to.

Power Projects:

- As a condition of the use of SRP Aesthetics funds the Municipality is required to provide SRP with a land right that is acceptable to SRP for all relocated and new facilities installed on Aesthetics projects.
- If the Municipality requires any additional conduits be placed in the trench an agreement must be in place with SRP prior to the start of construction.
- If applicable, Telco and CATV will be offered a joint trench opportunity per existing agreements. Joint trench costs for other utilities are not fundable through the SRP Municipal Aesthetics Program.
- Municipal streetlight requirements, if applicable, will be provided early in the design process. Streetlight pole installation and connection costs are the responsibility of the Municipality.

Trench Provider: **SRP** **N/A** **Municipality** **N/A** **(please initial choice of provider)**

Municipality: **CITY OF AVONDALE**

Print Name: _____ Title: _____

Approved: _____ Date: _____
Signature

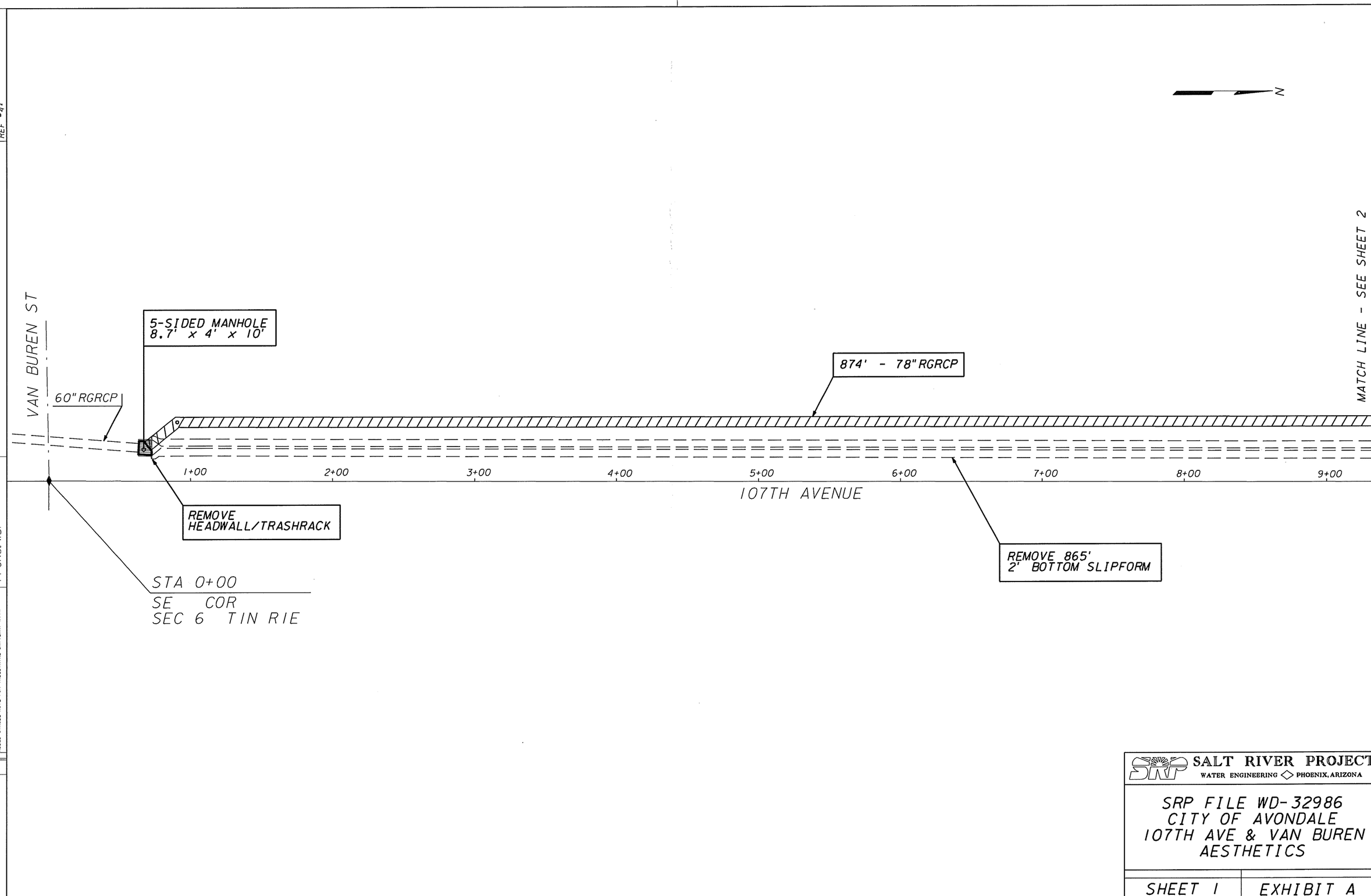
Declined: _____ Date: _____
Signature

Please sign and return this Funding Agreement to:

Janice Cacioppo, XCT400
Municipal Aesthetics Program Administrator
SRP Project Services
P O Box 52025
Phoenix, AZ 85072-2025

Janice.Cacioppo@srpnet.com
Office:602-236-3735
Fax:602-629-8390

REFERENCE FILES USED:
REF #1:
REF #2:
REF #3:
REF #4:



REV NO	JOB/LOG NO	DATE	DFTR	CHKR	ENGR CHKR	SUPV SUPD	ISSUE AUTH
7	-	04.03.06	JMS	CWT	-	-	REL
ADDED HEX NOTE & TYPICAL NOTES FOR BRIDGE RECOVERY AND STEP PAD INSTALLATION.							
8	-	04.10.07	JMS	CWT	-	-	REL
ADDED CIRCLE NOTE FOR INDUSTRIAL DRIVEWAY WITH							

PPSNG. WDF

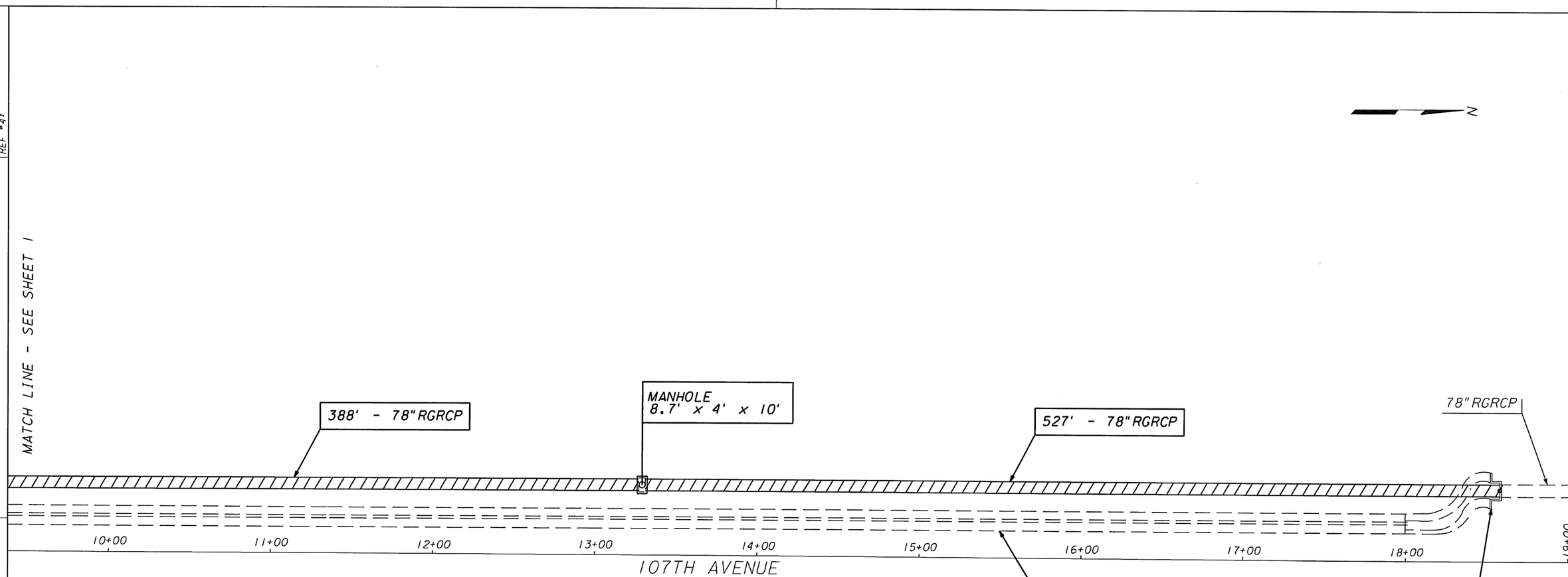
FORM NO
WDF-PPSNG

SALT RIVER PROJECT
WATER ENGINEERING ◇ PHOENIX, ARIZONA

SRP FILE WD-32986
CITY OF AVONDALE
107TH AVE & VAN BUREN
AESTHETICS

SHEET 1	EXHIBIT A

REFERENCE FILES USED:
REF #1:
REF #2:
REF #3:
REF #4:



REV NO	JOB/LOG NO	DATE	DFTR	CHKR	SNGR CHK	SUPV APPD	ISSUE AUTH
7	-	04.03.06	JMS	CWT	-	-	REL
ADDED HEX NOTE & CIRCLE NOTES FOR BRIDGE RECOVERY AND STEP PAD INSTALLATION.							
8	-	04.10.07	JMS	CWT	-	-	REL
ADDED CIRCLE NOTE FOR INDUSTRIAL DRIVEWAY WITH							

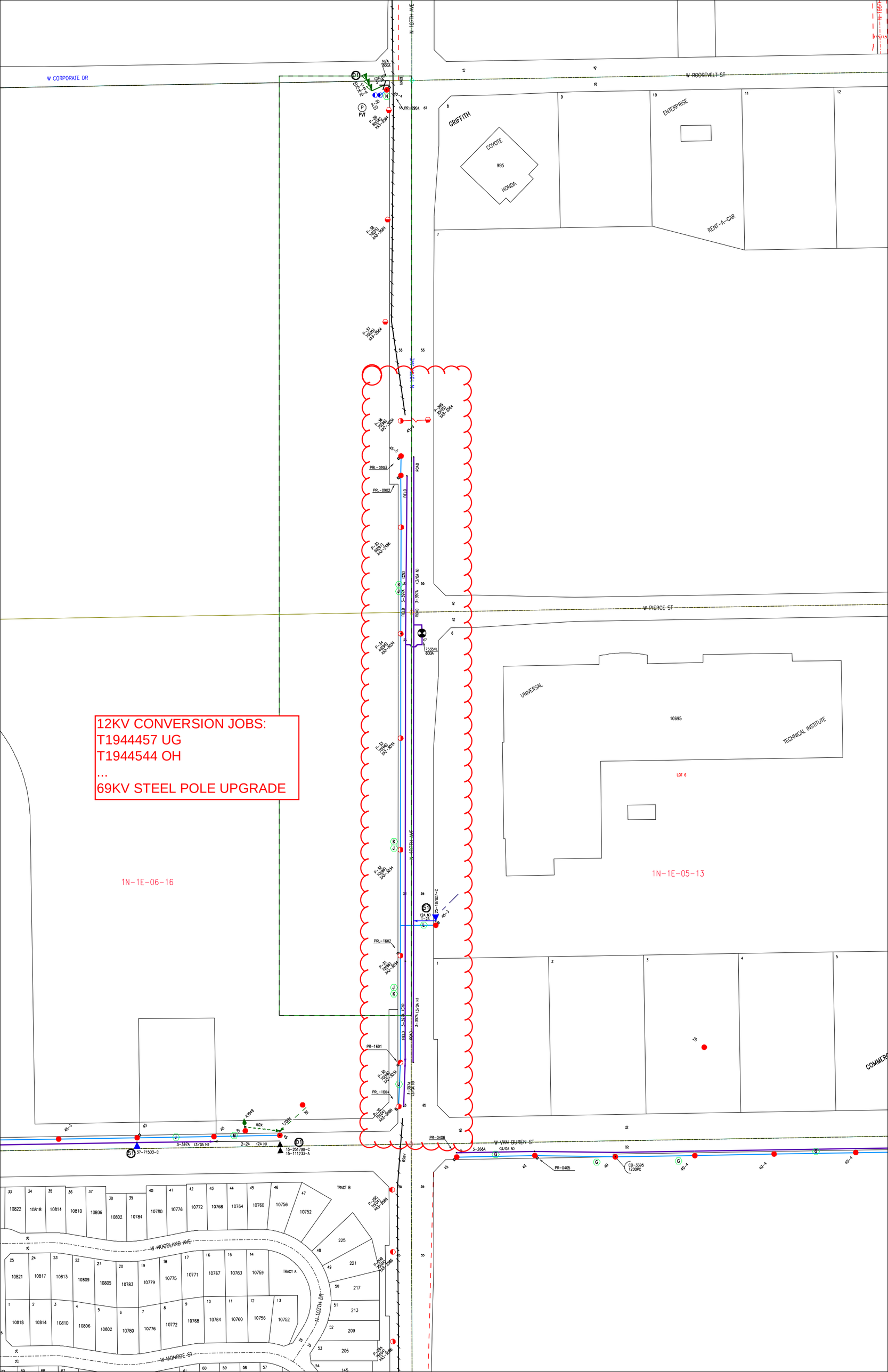
FORM NO
WDF-PPSNG

PPSNG.WDF

SALT RIVER PROJECT
WATER ENGINEERING ◇ PHOENIX, ARIZONA

SRP FILE WD-32986
CITY OF AVONDALE
107TH AVE & VAN BUREN
AESTHETICS

SHEET 2 | EXHIBIT A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W ROOSEVELT ST
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W VAN BUREN ST
W WOODLAND AVE
W MONROE ST
N 107TH AVE
N 107TH DR
GRIFFITH
COYOTE
995
HONDA
ENTERPRISE
RENT-A-CAR
UNIVERSAL
10695
TECHNICAL INSTITUTE
LOT 6
COMMERC
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TRACT B
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PRL-0902
PRL-1602
PRL-1601
PRL-1604
PR-0406
PR-0405
PR-0904
3-397A (3/0A N)
2-2A (2A N)
3-266A
CB-3395
1200PC
37-71503-C
15-251798-C
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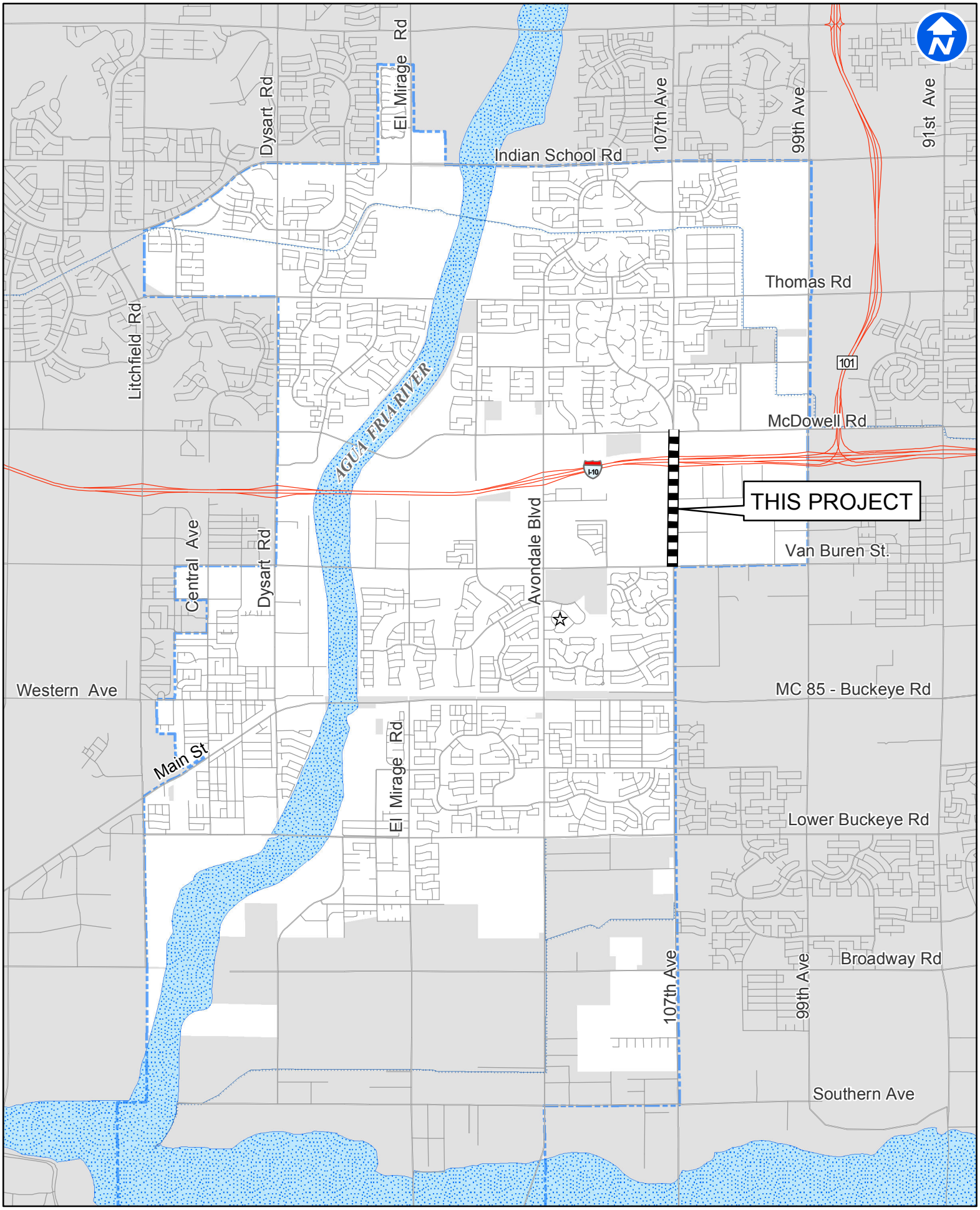
VICINITY MAP



City of Avondale

107th Ave - Van Buren St to McDowell Rd

CITY COUNCIL REPORT

SUBJECT:
Proposed Maintenance Improvement District Policy

MEETING DATE:
November 4, 2013

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director 623-333-4012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will present a brief update to the City Council on the proposed Maintenance Improvement District (MID) Policy. The purpose of this document is to inform and assist the developers in their formation of the Maintenance Improvement District and provide a tool for the City to assist with maintenance of the landscape improvements adjacent to and along public roadways and parkways within new residential subdivisions, in an emergency, or when a Homeowners Association's (HOA) responsible to maintain those improvements become defunct or fails. The draft policy is attached.

BACKGROUND:

During the last few years of the economic downturn, the City's Neighborhood and Family Services Department occasionally received requests from Home Owners Associations requesting assistance with their landscape maintenance. A few subdivisions were facing budget shortfalls and had distressed landscape areas as result of many vacant homes and reduced amounts of assessments being paid, which could have resulted in the HOA's failing. As a proactive measure to ensure the landscape improvements are maintained the MID is proposed.

DISCUSSION:

Under provisions of the City Code, all developers are responsible to completely landscape their development projects according to the approved plans prior to issuance of a Certificate of Occupancy. Subdivisions are required to provide landscaping along arterial and collector streets and in other locations as provided in the zoning ordinance, zoning stipulations and subdivision regulations. All subdivisions with an HOA are responsible to maintain those areas and all common areas within their neighborhoods.

Under the MID, all residential subdivisions are subject to the formation of the district for landscape areas specifically along the parkways or roadway. Under state law the residents will receive, on their property tax bill, an additional charge for maintenance of landscape, irrigation and drainage improvements located adjacent to and within the public right of way, or for landscape easements and tracts also adjacent to a parkway. As an update to the City Council, the internal common areas/open space not adjacent to a parkway or public roadway do not qualify for the MID under the state law. However, staff will work with the developer during the preliminary plat stage to ensure landscape areas are designed and located accordingly to ensure a seamless transition should the HOA fail and the City assume the maintenance responsibilities.

In order to maintain these areas should an HOA fail, the Mayor and City Council would be empowered to form a MID for the maintenance, repair, and improvements of the landscape areas, then the tax could be levied on all properties within the boundaries of the approved MID. However, until such time as the Homeowners Association fails and the City assumes maintenance

responsibility, the additional charge to the property owners remains as $0.00. The MID tax would not be activated until the HOA is completely gone, so there is no duplication of fees where a resident would be paying for both the MID property taxes and the HOA fees. This tax would be identified on the resident's annual property tax bill as an additional charge for maintenance of those areas and amenities.

The requirements for the MID would include the developer providing a MID application fee; MID petition waiver; legal description; MID diagram; table listing the rights of way, easements, lots, parcels, and tracts of the areas to be included in the MID; landscape plan; a dedication statement on the Final Plat, and a note on the Final plat stating the subdivision is subject to a MID. This documentation would be required to be submitted to the City for review at the final plat submittal stage.

The City was fortunate to have had the use of Federal assistance programs during the recent economic crisis. Should another housing crisis occur, Federal funds may not be available to assist the City in its efforts. The MID if adopted as a City policy will provide the City, community members, and homeowners the assurances that the improved areas as originally designed and developed will continue to be maintained for the long term should the HOA be affected by another economic downturn or fail for any reason.

BUDGETARY IMPACT:

The City will receive the MID tax a year in arrears and will need to recover the dollars rather than collect them in the same year they will be expended—due to the County's property tax collection process.

RECOMMENDATION:

This item is for information and discussion only; the item is scheduled to return to the City Council in its final form on November 18, 2013. No action is required this evening.

ATTACHMENTS:

Click to download

- Draft Policy

MAINTENANCE IMPROVEMENT DISTRICT POLICY
City of Avondale

1. PURPOSE

The purpose of this document is to inform and assist developers in formation of a Maintenance Improvement District pursuant to ARIZ. REV. STAT. § 48-574 (a "MID"). It is the City's intent that the MID act as a dormant tax assessment mechanism to generate funds necessary to maintain parkway landscaping and improvements, which will only be triggered in the event of failure of the applicable homeowners' association ("HOA") to maintain those facilities.

Under provisions of the City Code, all developers are responsible to completely landscape their development projects according to the approved plans prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval stipulations, engineering requests or subdivision requirements. In addition, developers may provide paths, trails, and other amenities in the common open space areas adjacent to arterial and collector streets (collectively, the improvements are referred to herein as the "Streetscape Improvements").

Pursuant to the provisions of ARIZ. REV. STAT. § 48-574, the Mayor and City Council (the "Council") are empowered to form a MID for maintenance, repair and improvements of pedestrian malls, off-street parking facilities and parkings and parkways (the "Allowed Uses"). The Council has determined that the Streetscape Improvements along arterial and collector streets are Allowed Uses; accordingly, all residential subdivisions approved after November 1, 2013 are subject to the formation of a MID.

Each HOA will continue to be responsible for maintaining the Streetscape Improvements within its development, including landscape, irrigation, hardscape, and drainage improvements within the public rights-of-way, easements, and tracts. The additional MID tax assessment charge to property owners will be $0.00 while the HOA maintains the Streetscape Improvements. Charges will be assessed only at such time as the HOA fails to maintain the Streetscape Improvements and the City assumes maintenance responsibility under the MID.

2. DOCUMENTATION

Prior to recordation of the subdivision Final Plat, the developer is responsible to have the following documentation submitted to the City:

2.1 A fully-executed MID petition/waiver. Each owner/developer shall fully execute a MID petition/waiver. The petition/waiver must be executed in black ink only, and shall include the acreage of the subdivision, subdivision name, name of the owner/developer, the company name, company address, and date of execution.

2.2 One copy of the legal description of the MID boundary in compliance with the Arizona Boundary Survey Minimum Standards and Maricopa County Recorder requirements suitable for recording. The legal description shall be prepared and sealed by a professional Land surveyor registered in the State of Arizona. The legal description shall be accompanied with calculations showing it complies with the requirements of State Law.

2.3 The owner/developer shall provide a MID diagram prepared and sealed by a professional Land surveyor registered in the State of Arizona. The diagram shall be prepared in 8-1/2 inch x 11 inch size and comply with the Arizona Boundary Survey Minimum Standards. The MID diagrams shall contain the following information:

A. Lettering, numbers, and drawings that are distinct and legible, sufficient to satisfy the requirements of the Maricopa County Recorder.

B. A north arrow on the MID diagram in a readily visible location with a bar scale indicating the approximate scale of the MID boundary.

C. The Title statement provided below at the top of each page:

"Maintenance Improvement District"
"Assessment Diagram"
of [Insert Subdivision Name]

D. A note that states the following:

NOTE

This improvement district is formed for the express purpose of providing the maintenance and operation of the sidewalks, landscaping, landscaped drainage facilities, and related improvements adjacent to and along the public roadways and parkways within the district.

E. Each MID boundary taken to the centerline of all adjacent roadways.

F. All lots identified by number and all tracts by letter. Show all lots, tracts and street rights-of-way intended to be within and perimeter of the district.

2.4 The owner/developer is responsible to provide a table on the diagram listing the rights-of-way, easements, lots, parcels and tracts of the areas (square footage and acreage) to be included in the MID.

2.5 The owner/developer shall provide an appropriately scaled copy of the landscape plans, if and in the form requested.

2.6 The dedication statement of the Final Plat shall include the following paragraph:

> The City is hereby granted an easement for maintenance of landscaping, irrigation, drainage facilities, hardscape and retention areas on tract(s) (*insert number or letter of each tract*). This easement may be exercised by the City of Avondale at any such time when the Grantor, its successors or assignees, including a homeowners association formed over this subdivision fails to exist and provide the required maintenance and operation of the landscaping, irrigation, drainage facilities, retention areas, and/or hardscape.

2.7 Each Final Plat shall include a note that states that the subdivision is subject to a MID.

PETITION, WAIVER AND CONSENT TO FORMATION OF A MUNICIPAL IMPROVEMENT DISTRICT BY THE CITY OF AVONDALE

_____

MID#

_____

Subdivision Name

To: Honorable Mayor and Council
City of Avondale, Arizona

Pursuant to Arizona Revised Statutes, Sections 48-574, the undersigned property owner respectfully petitions the Council of the City of Avondale, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed District consists of _____ acres and is entirely within the corporate boundaries of the City of Avondale.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District.

3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways, and parkways within the proposed District.

4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed District by the levying of special assessments in the proposed District.

5. Waiver and Consent. The petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.

   (b) All protest rights whatsoever under ARIZ. REV. STAT. §48-579(A) and (B), as amended.

(c) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of _____, 20_____.

[SIGNATURES ON FOLLOWING PAGES]

"**Property Owner**"

Property Tax Parcel Numbers: _____

By:_____

Name:_____

Title:_____

Address:_____

Date:_____

(ACKNOWLEDGMENT)

STATE OF_____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2013, by _____, as _____ of_____, a(n) _____, _____ on behalf of the _____.

_____
Notary Public in and for the State of _____

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"**Property Owner**"

Property Tax Parcel Numbers: _____

By:_____

Name:_____

Title:_____

Address:_____

Date:_____

(ACKNOWLEDGMENT)

STATE OF_____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2013, by _____, as _____ of_____, a(n) _____, _____ on behalf of the _____.

_____
Notary Public in and for the State of _____

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

ACCEPTED AND APPROVED BY:

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2013, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

DEVELOPER'S MAINTENANCE IMPROVEMENT DISTRICT CHECKLIST

The Maintenance Improvement District (MID) first submittal shall be made with the Final Plat submittal.

First Submittal to include:

- MID application fee
- 8-1/2 inch x 11 inch MID diagram (area table to be included on the diagram), with original seal and signature of the Arizona Registered Land Surveyor preparing the document.
- Legal description of the MID boundary, with original Arizona Registered Land Surveyor seal and signature (the legal description shall be accompanied with back-up material showing it meets all requirements).

Final Submittal to include:

- 8-1/2 inch x 11 inch MID diagram with original seal and signature of the Arizona Registered Land Surveyor preparing the document, in recordable format.
- Fully executed petition, with original signatures and dates.
- Legal description of the MID boundary, with original seal and signature of the Arizona Registered Land Surveyor.
- Scaled copy of landscape plans (if requested).
- AutoCAD drawing of the MID that can be opened with and compatible with the City's most current software program. The MID shall be drawn to scale with ties to record PLSS monumentation.

Informational Notes:

- Final Plat shall include in the dedication statement the following:

  > The City is hereby granted an easement for maintenance of landscaping, irrigation, drainage facilities, hardscape and retention areas on tract(s) (insert number or letter of each tract). This easement may be exercised by the City of Avondale at any such time when the Grantor, its successors or assignees, including a homeowners association formed over this subdivision fails to exist and provide the required maintenance and operation of the landscaping, irrigation, drainage facilities, retention areas, and/or hardscape.

- Final Plat shall include a note that states the subdivision is subject to a MID. The MID boundary shall be identified on the plat by name.

CITY COUNCIL REPORT

SUBJECT:
Public Hearing for Cable Television License Agreement - Qwest Broadband Services, Inc. dba CenturyLink

MEETING DATE:
November 4, 2013

TO: Mayor and Council

FROM: Cheryl Covert, Economic Development Specialist; Rob Lloyd, CIO/IT Director (623) 333-5011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council hold a public hearing and consider approving a Cable Television License Agreement with Qwest Broadband Services, Inc. dba CenturyLink and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On May 2, 2013, Qwest Broadband Services, Inc. d/b/a CenturyLink ("CenturyLink"), submitted an application for a cable license with the City of Avondale. CenturyLink paid the nonrefundable $10,000 submittal fee to be considered for a cable license in the City's jurisdiction. The cable license agreement would permit CenturyLink to begin to provide its television services in the community.

On August 12, 2013, Council approved the substantial waiver requests included in CenturyLink's license application under Resolution No. 3129-813.

On September 9, 2013, CenturyLink requested, and the City Council granted, a continuation of the public hearing regarding the cable license application and cable license agreement to the October 7, 2013, City Council meeting. On September 20, 2013, CenturyLink requested an additional continuation of the public hearing regarding the cable license application and cable license agreement to the November 4, 2013, City Council meeting in order to provide the parties with additional time to negotiate the final point of the cable license agreement. On October 7, 2013, the City Council continued the public hearing as requested.

DISCUSSION:

Over the last several months, Staff has been negotiating with CenturyLink on a cable license agreement to conduct business in Avondale. These license agreement terms include:

- Coverage for new construction in the City.
- The agreement has an initial term of six (6) years, beginning December 1, 2013 (the "Effective Date") and ending November 30, 2019.
    - The parties can renew the agreement by following the renewal requirements set forth in Cable Code Section 4.5-2(k)
    - Alternatively, the agreement can be automatically renewed if CenturyLink satisfies one of the conditions below:
        - An additional two (2) years (to November 30, 2021) if, on or before November 31, 2016, CenturyLink offers Cable Services to at least 20% of the Living Units in the

City for the previous 12 months; and an additional two (2) years (to November 30, 2023), if, at the end of the sixth year after the effective date, CenturyLink offers Cable Services to 50% of the number of living units (single family residences, multi-family residences and commercial establishments) in the City; or

- An additional two (2) years (to November 30, 2021) if CenturyLink offers Cable Services to new living units counted towards the 50% requirement and would exclude those living units that CenturyLink is prohibited from offering Cable Service pursuant to an existing agreement.
- Additionally, Avondale City Council, at its sole discretion, may extend the license agreement for an additional three (3) years (to November 30, 2022), if CenturyLink provides reasonable supporting documentation that it offers Cable Services to a "substantial portion" of the living units in Historic Avondale on or before October 31, 2019.
- If CenturyLink meets all of the renewal requirements, they would extend the agreement for a total of nine (9) additional years (to November 30, 2028).

The City and CenturyLink agree on all of the terms and conditions in the cable license agreement except the City's condition in section 18.1 regarding line extensions. In essence, the parties do not agree on one element of the cable license agreement.

Section 18.1 is related to a requirement that CenturyLink hook up customers meeting certain density and distance requirements (density of 250 customers with a distance of 4,000 ft.) from a potential Remote Terminal site. As a point of reference, Cox Communications is required to make a connection if a density of 25 residential units within a 5,280 ft. exists. CenturyLink will only agree to accept the hook-up requirement if they become the dominant carrier (over 50% of cable subscribers) in Avondale.

CenturyLink requested, and the City granted a waiver request to remove the build-out requirements in the City Code that Cox currently is required to perform. The waivers were requested because CenturyLink told the City that it wanted to expand service in Avondale based upon market demand. Therefore, Staff believes it is reasonable to request the condition in Section 18.1 that would require CenturyLink to extend its service when a certain number of subscription requests had been made; CenturyLink has refused.

In an effort to find a compromise, still provide consistent, equitable terms to all current and potential cable television providers in Avondale, and ensure the same services to all of Avondale's residents, Staff recommended that CenturyLink provide the City with the number of homes it needed to expand its services in a cost-effective manner. CenturyLink refused to provide the City with a definitive number. Staff is concerned that without the same build-out requirement, there will be (i) permanently "unserved" areas of the City and (ii) unfair competition. Therefore, the negotiations between the City and CenturyLink have been at an impasse since September 9, 2013.

BUDGETARY IMPACT:

If approved, the City would receive 5% of CenturyLink gross revenues received for new television services rendered in Avondale. This amount is inclusive of all fees and associated payments to the City. New revenues are expected to be minimal as the majority of customers will likely be transferring from another cable provider paying the same license fee.

RECOMMENDATION:

Staff is providing Coucnil with three (3) options for moving forward:

1. Approve the Cable License Application and Cable License Agreement in the form attached, including a request that CenturyLink provide service at certain demand levels.
2. Grant CenturyLink's request to rescind its Cable License Application, but the City will retain the non-refundable submittal fee.

3. Approve the Cable License Application and amend the Cable License Agreement with alternative conditions in Section 18.1 regarding line extensions as proposed by CenturyLink.

ATTACHMENTS:

Click to download

- Cable License Agreement - CenturyLink

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/33395