



CITY COUNCIL AGENDA

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

REGULAR MEETING

May 4, 2015

7:00 PM

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE MOMENT OF REFLECTION

- 1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK
- 2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)
 - a. **RECOGNITION OF AVONDALE CITIZENS LEADERSHIP ACADEMY CLASS IX GRADUATES**

- 3 UNSCHEDULED PUBLIC APPEARANCES

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

- 4 **CONSENT AGENDA**

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

- a. **LIQUOR LICENSE - SERIES 12 - FREE AGENTS SPORTS GRILL**

City Council will consider a request to approve an application for a Series 12, Restaurant License to sell all liquors submitted by Mr. Randy Nations to be used at Free Agents Sports Grill located as 1729 N. Dysard Road #107-109 in Avondale. The Council will take appropriate action.
- b. **LIQUOR LICENSE SERIES 12 - ACQUISITION OF CONTROL - PETER PIPER PIZZA #227 AND #232**

City Council will consider a request to approve two applications submitted by Mr. Nicholas Gautilla on behalf of Peter Piper, Inc. for approval of acquisition of control of the Series 12 Restaurant Liquor Licenses for the company's two Avondale locations. The Council will take appropriate action.
- c. **LIQUOR LICENSE - SERIES 10 - BEER AND WINE STORE - QUIKTRIP #1424**

City Council will consider a request from Mr. Troy DeVos for approval of a Series 10 (Beer and Wine Store) Liquor license application for QuikTrip #1424 to be located at 150 N Avondale Blvd in Avondale. The Council will take appropriate action.
- d. **LIQUOR LICENSE - SERIES 10 - BEER AND WINE STORE - QUIKTRIP #423**

City Council will consider a request from Mr. Troy DeVos for approval of a Series 10 (Beer and Wine Store) Liquor license application for QuikTrip #423 to be located at 2825 N Dysart Road in Avondale. The Council will take appropriate action.

e. FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - ACTION BARRICADE COMPANY, LLC

City Council will consider a request to approve a First Amendment to the Cooperative Purchasing Agreement with Action Barricade Company, LLC to increase the annual not-to-exceed compensation amount for the third renewal term from \$7,500 to \$11,000 and from \$7,500 to \$17,000 for the fourth renewal term and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

f. PURCHASE AGREEMENT - MUSCO SPORTS LIGHTING, LLC

City Council will consider a request to approve a purchase agreement with Musco Sports Lighting, LLC for the purchase of a lighting system at Friendship Park in an amount not to exceed \$189,312.00 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

g. PURCHASE AGREEMENT - PROCESS SOLUTIONS, INC.

City Council will consider a request to approve a Purchase Agreement with Process Solutions, Inc. for the purchase of a MicrOclor onsite hypochlorite generation system in the amount of \$84,975 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

h. RESOLUTION 3247-515 - HONORING CHRISTOPHER REAMS FOR HIS YEARS OF SERVICE TO THE CITY OF AVONDALE

City Council will consider a resolution honoring Christopher Reams, Avondale's Parks, Recreation and Libraries Director, following his retirement from the City of Avondale after more than fourteen years of service. The Council will take appropriate action.

i. RESOLUTION 3248-515 - FIRST AMENDMENT TO IGA WITH MARICOPA COUNTY LIBRARY DISTRICT RELATED TO LIBRARY ASSISTANCE PROGRAM

City Council will consider a resolution approving the first amendment to the Intergovernmental Agreement with Maricopa County Library District for the Library Assistance Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. RESOLUTION 3249-515 AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH ADOT RELATING TO THE DYSART ROAD PEDESTRIAN AND BICYCLE PATH IMPROVEMENT PROJECT

City Council will consider a resolution authorizing the first amendment to the intergovernmental agreement with ADOT for the administration of the construction of the Dysart Road Pedestrian and Bicycle Path Improvements Project in the City's estimated cost share amount of \$561,447 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 ARIZONA 52ND LEGISLATURE WRAP UP AND LEAGUE OF ARIZONA CITIES & TOWNS RESOLUTIONS

Staff will provide a legislative wrap up of key bills heard during the 2015 State Legislature 52nd Legislature – First Regular Session and information on the League of Arizona Cities & Towns Annual Resolution Process. Resolutions will be adopted at the League's Annual Conference August 18 – 21, 2015. For information, discussion and possible direction.

6 OPTIONS TO REDUCE DEVELOPMENT FEES TO HELP SPUR DEVELOPMENT

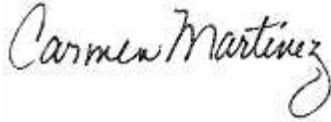
City Council will hear staff's analysis of options to reduce development fees, in an effort to help spur residential, commercial and economic development. For information, discussion and direction.

7 EXECUTIVE SESSION

City Council may hold an executive session: (i) pursuant to Ariz. Rev. Stat. § 38-431.03 (A) (7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the sale of two pieces of real property; and (ii) pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding (a) a potential economic development agreement, and (b) potential litigation with respect to tax matters.

8 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles 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 estos aparezcan en estos videos o grabaciones de audio. Los padres pueden 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 AGENDA

SUBJECT:

Recognition of Avondale Citizens Leadership
Academy Class IX Graduates

MEETING DATE:

5/4/2015

TO: Mayor and Council**FROM:** Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

The Avondale City Council will recognize the participants of the 2015 Avondale Citizens Leadership Academy, who took time out of their busy schedules to successfully complete 10 weeks of insightful workshops and informative tours to learn more about their community and how the City of Avondale functions as an organization dedicated to public service.

BACKGROUND:

In 2007, Avondale launched its first Citizens Leadership Academy (CLA) as a means of accomplishing a City Council goal to encourage greater community involvement. Avondale's CLA is a ten-week program that is designed to provide participants with a comprehensive, behind-the-scenes perspective on city government with interactive and informative workshops on topics ranging from how the city runs to future development and building strong neighborhoods. Participants take part in a "quality of life" tour of city parks and facilities, serve as a "jury" in a mock court trial and are offered a close-up view of public safety vehicles and apparatus during the public safety workshops.

DISCUSSION:

Since its inception, the Citizens Leadership Academy has proven to be a successful form of increasing citizen engagement as evidenced by the several participants that have answered the call to public service. Many participants have become more involved in their community through serving on their HOA board, joining an Avondale Board, Commission or Committee and some have run for public office at the local or state level, as well. Staff is aware that it takes a great commitment on behalf of the participants to complete the academy and would like to recognize the following members of Class IX for their active participation, insightful questions and anticipated continued involvement in their community.

Kim Bishop
Jamie Burgess
Adriana Carrasco
Louisa Gomez
Isauro (Izzy) Gonzalez
Katherine Hall
Jennifer Harmon
David Janover
David Mersereau

Mandy Neat
Lupe Olague
John Repaty
Fred Reyes Sr.
Kathy Reyes
Colleen Schorr
Arlen Smith
Stacey Smith
Sherie Steele
Cheryl Todd
Danny Todd

BUDGET IMPACT:

The Community Relations Department budgets approximately \$2,600 annually for the program which covers the costs of transportation, meals and materials/handouts.

RECOMMENDATION:

The Mayor and Council are asked to congratulate and recognize the graduating members of the 2015 Avondale Citizens Leadership Academy Class IX.



CITY COUNCIL AGENDA

SUBJECT:

Liquor Licenses - Series 12 - Free Agents Sports Grill

MEETING DATE:

5/4/2015

TO: Mayor and Council**FROM:** Carmen Martinez, City Clerk (623) 333-1214**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is recommending approval of an application submitted by Mr. Randy Nations for a Series 12 Restaurant License to sell all spirituous liquors at Free Agents Sports Grill located at 1729 N. Dysart Road #107-109 in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for a Series 12 restaurant license to sell all spirituous liquors from Mr. Randy Nations to be used at Free Agents Sports Grill located at 1729 N. Dysart Road in Avondale. This establishment was previously licensed as Game Time Sports Grill, but the site has been vacant for the last several months. The fees in the amount of \$1,050 have been paid.

As required by state law and city ordinance, the application was posted for the required period of time beginning on April 8th. A notice was published in the West Valley View on April 28th and May 1st, 2015. No comments have been received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of an application submitted by Mr. Randy Nations for a Series 12 Restaurant License to sell all spirituous liquors at Free Agents Sports Grill located at 1729 N. Dysart Road #107-109 in Avondale.

ATTACHMENTS:**Description**

[Application and supporting documents - Free Agents Sports Grill](#)

FREE AGENTS SPORTS GRILL

DUE TO THEIR SIZE, THE FOLLOWING DOCUMENTS
HAVE BEEN POSTED SEPARATELY:

- APPLICATION
- DEPARTMENTAL REVIEW
- POSTING PHOTOS
- VICINITY MAP

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36147>



CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 12 - Acquisition of Control -
Peter Piper Pizza #227 and #232

MEETING DATE:

5/4/2015

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of a request by Mr. Nicholas Gautilla on behalf of Peter Piper, Inc. for approval of two applications for acquisition of control of the Series 12 Restaurant Liquor Licenses for the company's two Avondale locations.

BACKGROUND:

Peter Piper Pizza #227 is located at 1463 N Dysart Road. The Avondale City Council approved the first Series 12 restaurant license for this location in October 2002.

Peter Piper Pizza #232 is located at 10170 W McDowell Road and their original Series 12 restaurant license was approved by the Avondale City Council in October 2003.

DISCUSSION:

The City Clerk's Department has received two applications for Mr. Nicholas Gautilla on behalf of Peter Piper, Inc. for approval of a change of control for the Series 12 restaurant licenses held by Peter Piper Pizza #227 located at 1463 N Dysart Road and Peter Piper Pizza #232 located at 10170 W McDowell Road located at 10170 W McDowell Road.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the applications were posted at the locations for the required period of time starting April 8, 2015 and notices were published in the West Valley View on April 28th and May 1st 2015. No comments have been received.

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

RECOMMENDATION:

Staff is recommending approval of a request by Mr. Nicholas Gautilla on behalf of Peter Piper, Inc. for approval of two applications for acquisition of control of the Series 12 Restaurant Liquor Licenses for the two Peter Piper Pizza restaurants located at 1463 N Dysart Road and 10170 W McDowell Road.

ATTACHMENTS:**Description**

[Application and supporting documents - Peter Piper #227](#)

[Application and supporting documents - Peter Piper #232](#)

PETER PIPER #227

DUE TO THEIR SIZE, THE FOLLOWING DOCUMENTS
HAVE BEEN POSTED SEPARATELY:

- COMPLETE APPLICATION
- DEPARTMENTAL REVIEW
 - POSTING PHOTOS
 - VICINITY MAP

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36145>

PETER PIPER #232

DUE TO THEIR SIZE, THE FOLLOWING DOCUMENTS
HAVE BEEN POSTED SEPARATELY:

- COMPLETE APPLICATION
- DEPARTMENTAL REVIEW
 - POSTING PHOTOS
 - VICINITY MAP

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36146>



CITY COUNCIL AGENDA

SUBJECT:

Liquor License - Series 10 - Beer and Wine Store -
QuikTrip #1424

MEETING DATE:

5/4/2015

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of a request from Mr. Troy DeVos for approval of a Series 10 (Beer and Wine Store) Liquor license application for QuikTrip #1424 to be located at 150 N Avondale Blvd in Avondale.

DISCUSSION:

The City Clerk's Department has received an applications for Series 10 (Beer and Wine Stores) liquor license application to be used at yet to be built QuikTrip convenience store at 150 N Avondale Blvd in Avondale. The application fees in the amount of \$850 have been paid.

It should be noted that per statute, the City Council only has sixty days from the date the application is received to submit a recommendation for approval or disapproval to the state liquor board. The application was received on March 23, 2015. At this time, staff is only asking the Mayor and Council to consider the request for approval of the application for liquor licenses; other recommendations for action related to this location will be brought to Council at future meetings.

As required by state law and city ordinance, the application was posted for the required period of time starting April 8, 2015. A notice was published in the West Valley View on April 28th and May 1st. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Development Services, Finance, Police and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Troy DeVos for approval of a Series 10 (Beer and Wine Store) Liquor license application for QuikTrip #1424 to be located at 150 N Avondale Blvd in Avondale.

ATTACHMENTS:**Description**

[Application - #1424](#)

[Department Review](#)

[Posting Photos](#)

[Vicinity Map](#)

T1007002

15 MAR 17 11:47 Lic. # 3117

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

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): SERIES 10

2. Total fees attached:

Department Use Only
\$ 100.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. DeVos Troy Charles
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: QuikTrip Corporation
(Exactly as it appears on Articles of Inc. or Articles of Org.) B1027842
3. Business Name: QuikTrip #1424
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 150 N AVONDALE BLVD AVONDALE MARICOPA 85323
(Do not use PO Box Number) City County Zip
5. Business Phone: Pending Daytime Phone: [Redacted] Email: [Redacted]
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: [Redacted] City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: Application 100.00 Interim Permit Site Inspection Finger Prints \$ 100.00
TOTAL OF ALL FEES

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

Accepted by: SG Date: 3/17/15 Lic. # _____

SEE
AMENDMENT

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

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

AMENDMENT

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 10076651

1. Type of License(s): _____

2. Total fees attached: \$ _____

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Devos Troy Charles
 Ms. _____
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: QuikTrip Corporation
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: QuikTrip #1424
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 150 N. Avondale Blvd. Avondale Maricopa 85323
(Do not use PO Box Number) City County Zip

5. Business Phone: _____ Daytime Phone: _____ Email: _____

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: _____
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: _____
 Application Interim Permit Site Inspection Finger Prints \$ _____
TOTAL OF ALL FEES

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

Accepted by: _____ Date: _____ Lic. # _____

SECTION 5 Interim Permit:

*15 APR 17 10:47 LIC #13117

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

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

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

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

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

) Y R A S S E C E N F I T

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

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

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

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

- Name of Corporation/L.L.C.: QuikTrip Corporation
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
- Date Incorporated/Organized: 05/14/1958 State where Incorporated/Organized: Oklahoma
- AZ Corporation Commission File No.: F-0875503-0 Date authorized to do business in AZ: 05/14/1999
- AZ L.L.C. File No: N/A Date authorized to do business in AZ: N/A
- Is Corp./L.L.C. Non-profit? YES NO
- List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
SEE ATTACHED LIST					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
Cadieux III	Chester	Edouard	<u>43.9</u> <u>13.46</u>	P.O. Box 3475	Tulsa, OK 74101-3475
Cadieux II	Chester	Edouard	<u>20.9</u> <u>10.06</u>	P.O. Box 3475	Tulsa, OK 74101-3475
<u>OWNED BY SEVERAL PERSONS; NONE OWNS</u>					
<u>10% OF THE TOTAL ISSUED OUTSTANDING SHARES</u>					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

QuikTrip Officers

'15 MAR 17 WED. 12:31 PM

Name and Title	Work Address	Date of Birth	Place of Birth	US Citizen
Cadieux III, Chester Edouard Chairman of the Board/President/CEO	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Tulsa, OK	Yes
Barton, Charles L. VP - Sales & Marketing	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Summit, NJ	Yes
Brockmeier, Julie L. VP - Petroleum Supply & Transportation	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Indianapolis, IN	Yes
Hitz, Gina VP - Informations Services/CIO	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Eldorado, IL	Yes
Houdasheldt, Andrew C. VP - Fresh Foods	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Wichita, KS	Yes
Huebeck, Tim O. VP - Store Operations	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Wichita, KS	Yes
Jeffers, Ronald Steven VP - Operations & Human Resources	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Greenville, TN	Yes
Kubala, James A. VP - Operations Systems	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Tulsa, OK	Yes
Malarkey, James E. VP - Production & Distribution	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Sommerville, NJ	Yes
Marchesano, James Denley VP - Store Development	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Des Moines, IA	Yes
McDaniel II, Charles A. VP - Facilities	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Independence, M	Yes
Morgan, Bruce Edward VP - Petroleum Supply & Trading	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Heidelberg, Germ	Yes
O'Dell III, Marvin Charles VP - Sales	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Omaha, NE	Yes
Sullivan, Stuart Coleman VP - Finance/Chief Financial Officer	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Tulsa, OK	Yes
Thoene, Jeffrey T. VP - Real Estate	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	St. Louis, MO	Yes
Fater, Stephen Richard Corporate Treasurer	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Houston, TX	Yes
Wells, Marshall James General Counsel/Corporate Secretary	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Roanoke, VA	Yes
Branham, Mark Owen Assistant Secretary	2255 Bluestone Drive St Charles MO 63303	[REDACTED]	Barksdale AFB, S	Yes
Dickerson, Larry Dale Assistant Secretary	5725 Foxridge Drive Mission KS 66202	[REDACTED]	Kansas City, KS	Yes
Faust, Joseph S. Assistant Secretary	1120 North Industrial Blvd. Eules TX 76039	[REDACTED]	Latrobe, PA	Yes
Gehrke, Thomas Christopher Assistant Secretary	3185 99th St Des Moines IA 50322	[REDACTED]	Waterloo, IA	Yes
Hunt, Susan Eileen Assistant Secretary	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Geneve, IL	Yes
Simoens, Avery Allyson Assistant Secretary	2255 Bluestone Drive St. Charles MO 63303	[REDACTED]	North English, IA	Yes
Smith, Beth Ellen Assistant Secretary	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Dugway, Utah	Yes

<i>Name and Title</i>	<i>Work Address</i>	<i>Date of Birth</i>	<i>Place of Birth</i>	<i>US Citizen</i>
Stitt, Amy Lynn Assistant Secretary	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Crown Point, In	Yes
Vaughan, Kelly Assistant Secretary	3701 Arco Corporate Drive, Suite 150 Charlotte NC 28273	[REDACTED]	Pittsburg, KS	Yes
Williams, Craig Donovan Assistant Secretary	5875 Peachtree Industrial Blvd., Ste. 10 Norcross GA 30092	[REDACTED]	Cincinnati, OH	Yes
Zumwalt, Lora Louise Assistant Secretary	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	Detroit, Michigan	Yes

15 APR 17 14:16:31

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

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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

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

(Signature of CURRENT LICENSEE)

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

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

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

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

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

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

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

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

1. Distance to nearest school: 1702 ft. Name of school COLLIER ELEMENTARY SCHOOL
Address 350 S. 118th AVE. AVONDALE, AZ 85323
City, State, Zip
2. Distance to nearest church: 4465 ft. Name of church LA MISSION JUBILEE CENTER
Address 11147 W. BUCKEYE RD. AVONDALE, AZ 85323
City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name N/A
Address _____
City, State, Zip
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ NO DEBT INCURRED FOR THIS LICENSE / LOCATION
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

15 MAR 17 11:44 AM '12

SECTION 13 - continued

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

YES NO If yes, attach explanation.

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

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

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

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

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

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

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

applicant's signature

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

applicants initials

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

1. Check ALL boxes that apply to your business:

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

2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? 2/8/2016
month/day/year

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

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

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

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

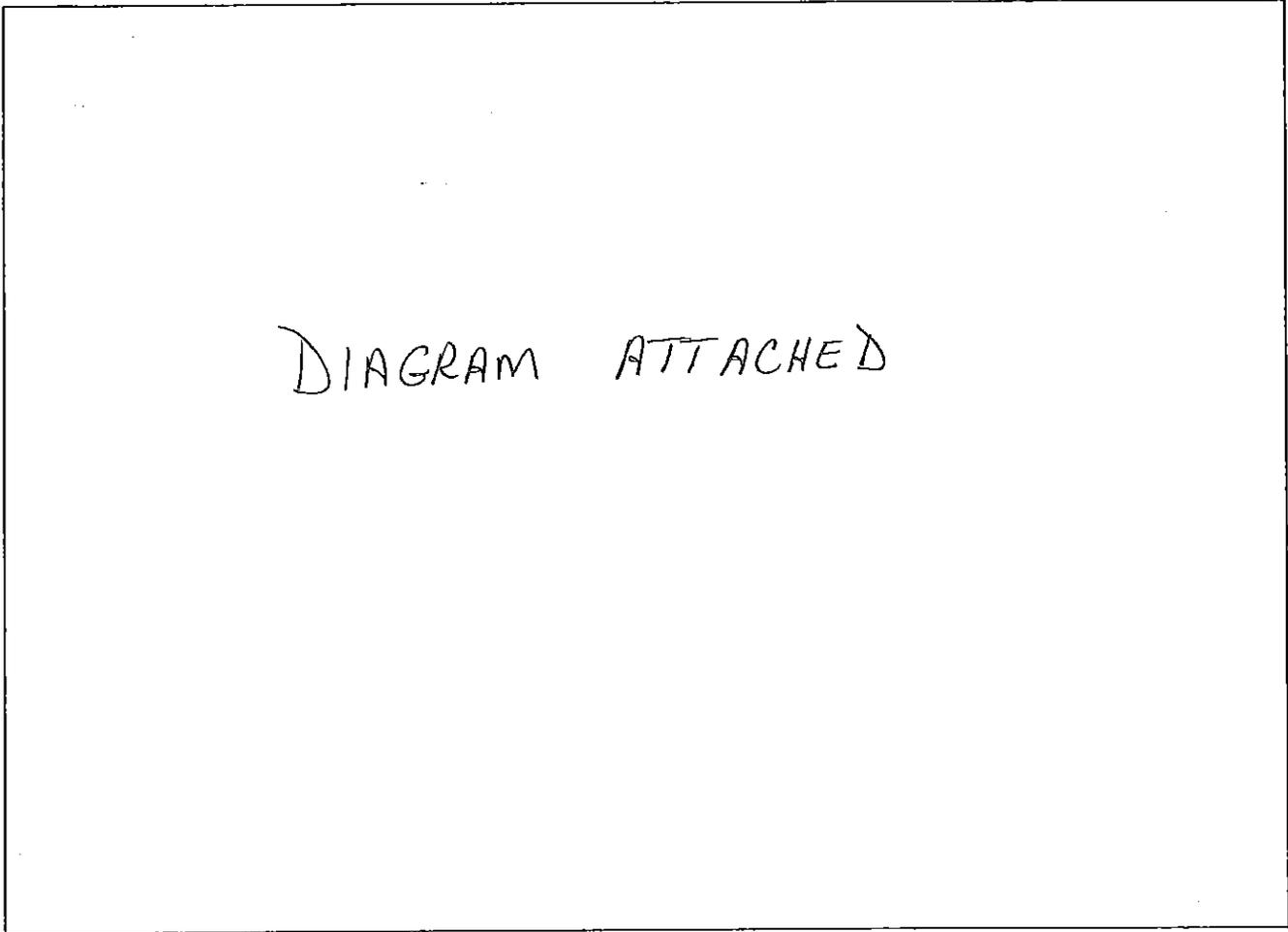
700
applicants initials

15 APR 17 14:14:33

SECTION 15 Diagram of Premises

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

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

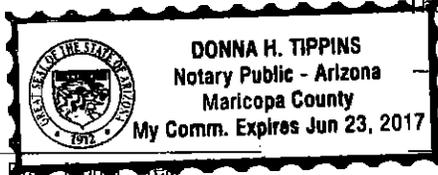


SECTION 16 Signature Block

I, Troy Charles DeVos, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X *Troy Charles DeVos*
(signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of MARICOPA



The foregoing instrument was acknowledged before me this

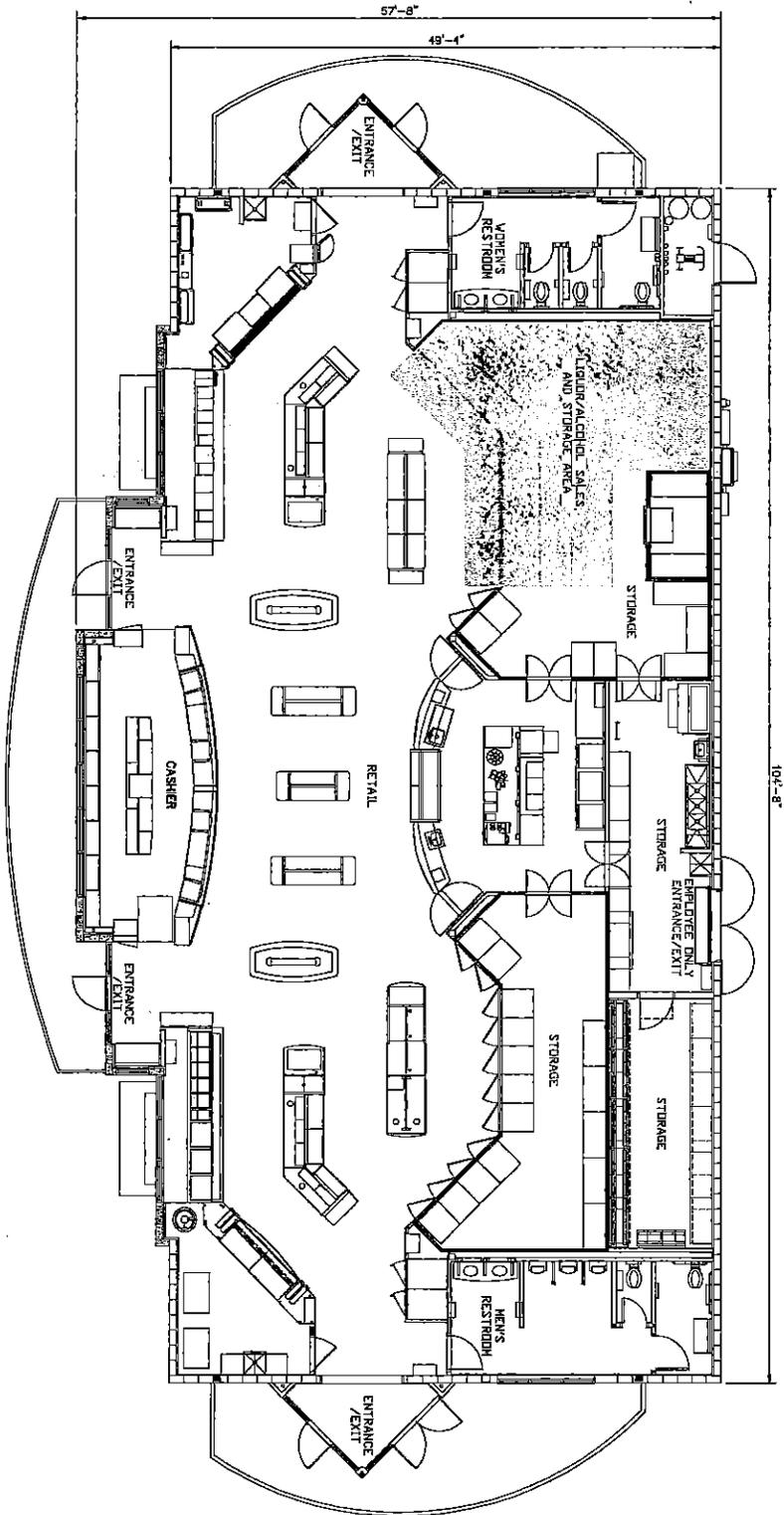
16 of MARCH 2015
Day Month Year

Donna H. Tippins
signature of NOTARY PUBLIC

My commission expires on :

15 MAR 17 14:41:16 PM 3:47

TOTAL SQ. FT = 5700



QT

QuikTrip
 1700 North 19th Street
 Tulsa, Oklahoma 74104
 (918) 436-7700

LIQUOR LICENSE
 QuikTrip Store No.:

© 1998, National Commission on Gaming and Entertainment. All rights reserved. This license is issued to the licensee and is not transferable. The licensee is responsible for the operation of the facility and for the safety of the patrons. The licensee is also responsible for the safety of the facility and for the safety of the patrons.

Permit/Store Name: **QuikTrip Store**
 STORE NO.:
 SCALE: **NIS**
 DRAWN BY:
 DATE: **10/29/10**
 SHEET: **1**

QUIKTRIP #1424 – 150 N. AVONDALE BLVD.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36096>



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 10

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIKTRIP #1424

EVENT ADDRESS: 150 N. AVONDALE BLVD.

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

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

Chief of Police

TITLE

3/30/15

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **MAY 18TH, 2015**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **APRIL 6, 2015**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 10

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIKTRIP #1424

EVENT ADDRESS: 150 N. AVONDALE BLVD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

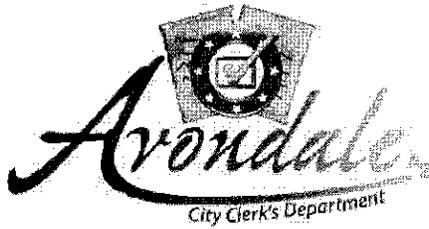
DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Jim J. Gomez
SIGNATURE
Fire Inspector
TITLE

4/2/15
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 18TH, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 6, 2015



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 10

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIKTRIP #1424

EVENT ADDRESS: 150 N. AVONDALE BLVD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

Chief Building Official

TITLE

3/30/15

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 18TH, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 6, 2015**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 10

ROUTING:

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

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIKTRIP #1424

EVENT ADDRESS: 150 N. AVONDALE BLVD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED

Jonny Fastier
SIGNATURE
Zoning Specialist
TITLE

3/31/15
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 18TH, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 6, 2015**



Development Services & Engineering Department

DATE: March 31, 2015

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

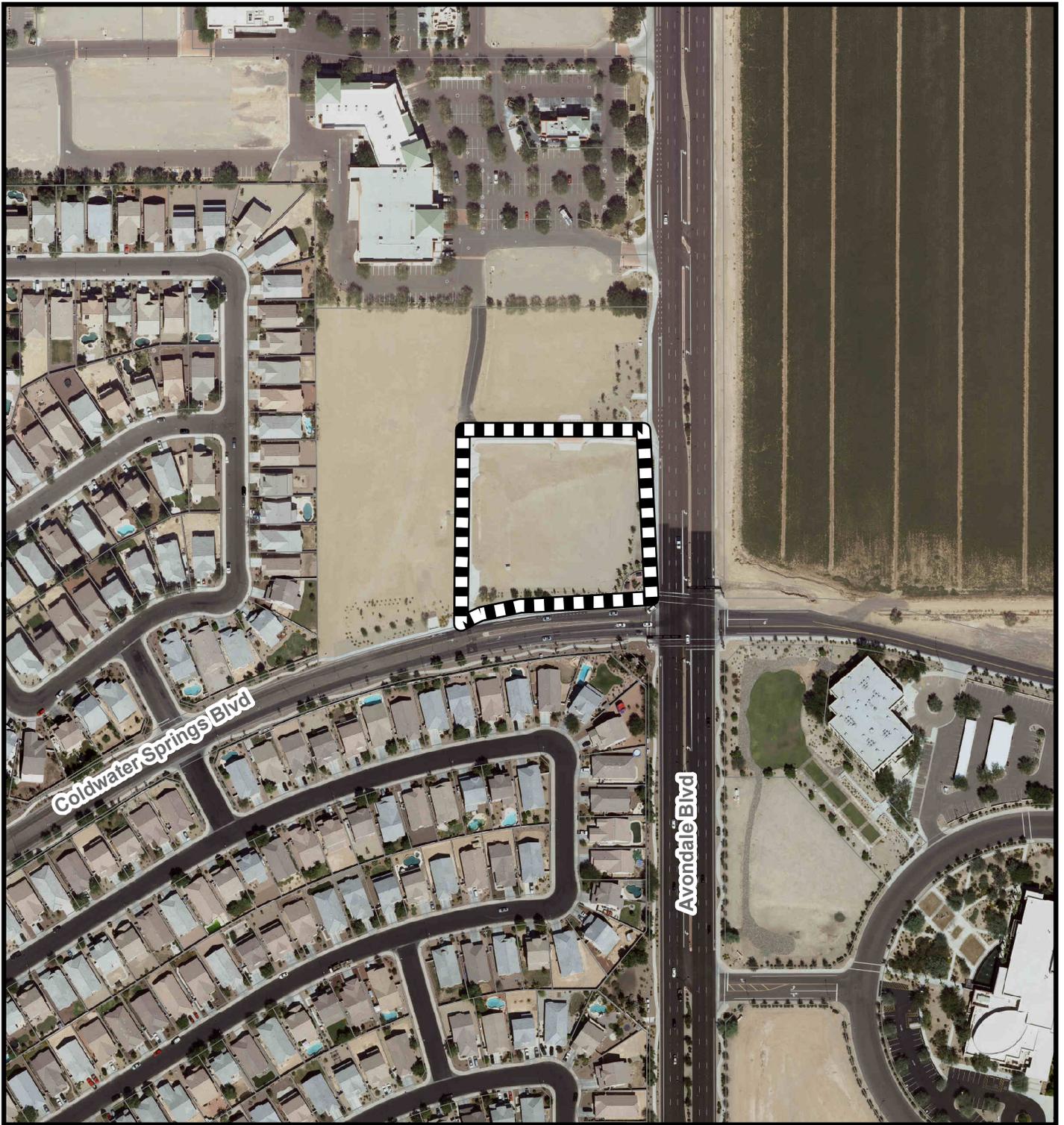
SUBJECT: New Series 10 Liquor License
QuikTrip #1424
150 N Avondale Blvd

The site is located at the northwest corner of Avondale Blvd and Coldwater Springs Blvd. The site is not yet built.

State Statute requires a Series 10 liquor license to be separated a minimum of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

The General Plan designates the property as City Center-Neighborhood Commercial. The current zoning is Planned Area Development (PAD). A gas station does require a Conditional Use Permit, which has been applied for and is currently under review.

Attachment: Aerial Photography
Zoning Vicinity Map
300 Foot Separation

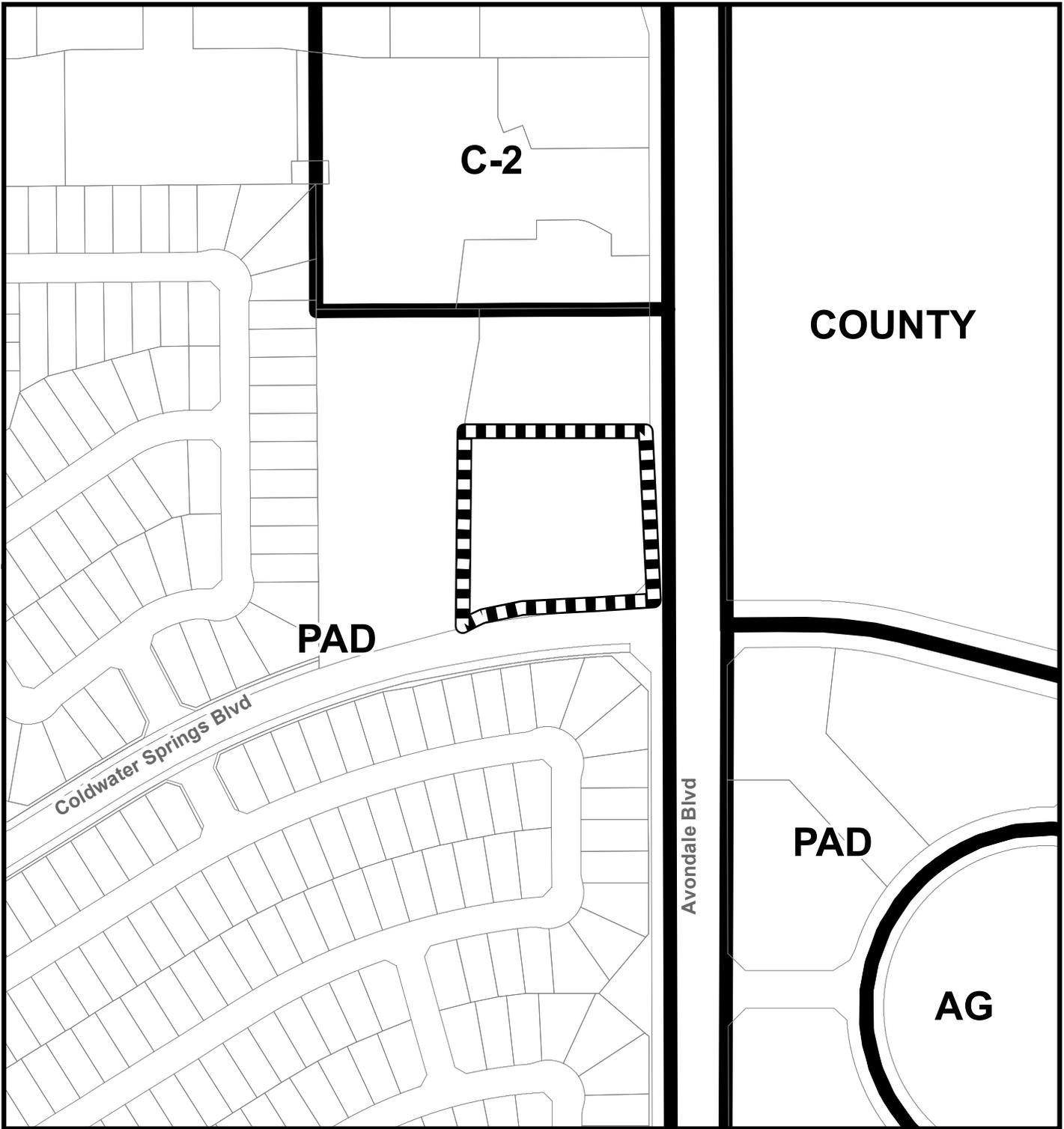


2014 Aerial Photograph



Subject Property





Zoning Vicinity Map



Subject Property





300 Foot Separation



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 10

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIKTRIP #1424

EVENT ADDRESS: 150 N. AVONDALE BLVD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE
Tax Audit Supervisor

TITLE

3/26/15

DATE

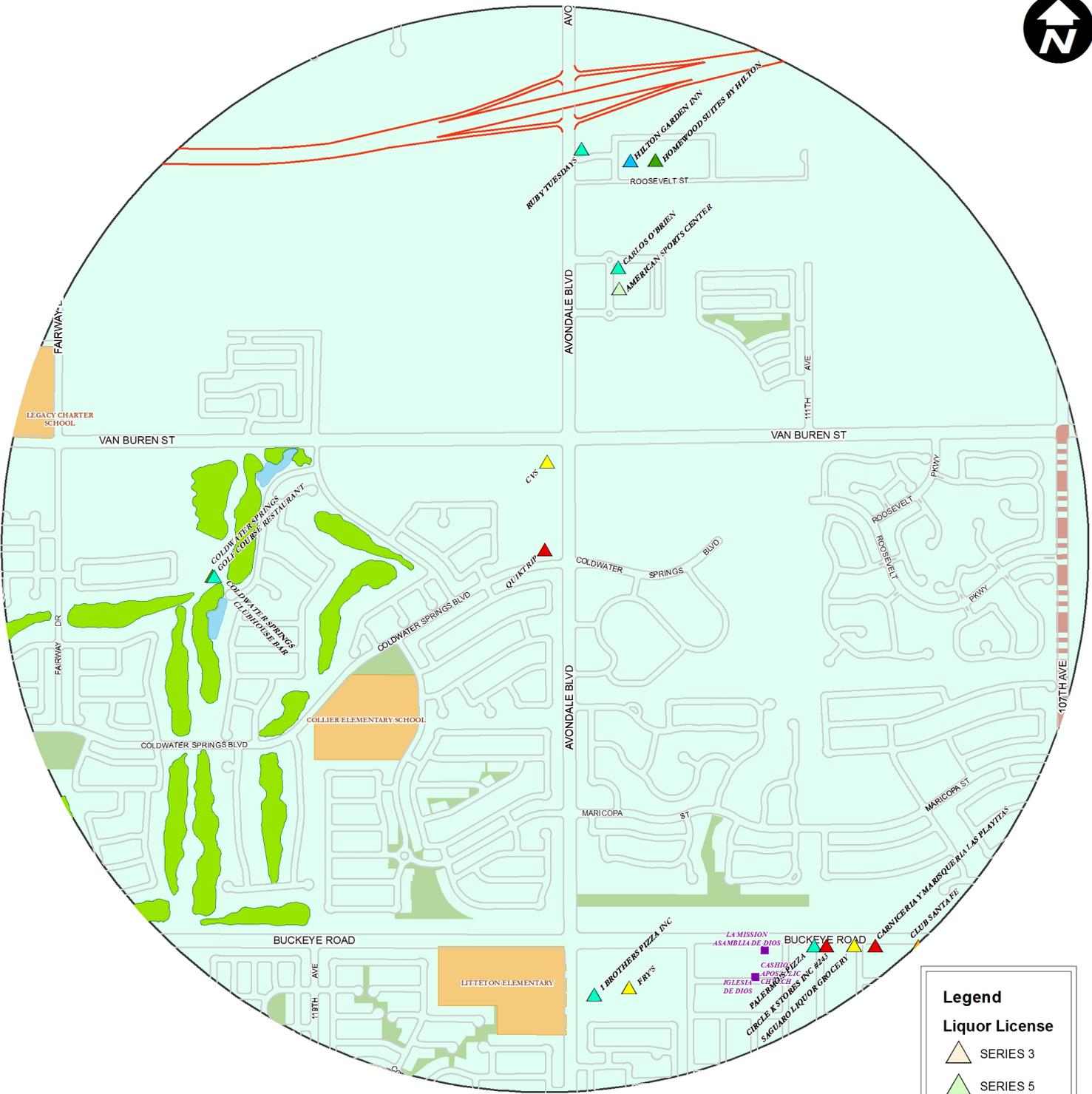
THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 18TH, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 6, 2015

QuikTrip 1424 – Posting Photos

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36143>



Legend

Liquor License

- △ SERIES 3
- △ SERIES 5
- △ SERIES 6
- △ SERIES 7
- △ SERIES 9
- △ SERIES 9S
- △ SERIES 10
- △ SERIES 11
- △ SERIES 12
- △ SERIES 14
- △ SERIES 15
- △ SERIES 16

QUIKTRIP #1424
150 N AVONDALE BLVD
1 Mile Buffer





CITY COUNCIL AGENDA

SUBJECT:

Liquor License - Series 10 - Beer and Wine Store -
QuikTrip #423

MEETING DATE:

5/4/2015

TO: Mayor and Council**FROM:** Carmen Martinez, City Clerk (623) 333-1214**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is recommending approval of a request from Mr. Troy DeVos for approval of a Series 10 (Beer and Wine Store) Liquor license application for QuikTrip #423 to be located at 2825 N Dysart Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for Series 10 (Beer and Wine Stores) liquor license application to be used at a QuikTrip convenience stores to be built at 2825 N Dysart Road. The application fees in the amount of \$850 have been paid.

Once the application is received by the City, the City Council has sixty days from that date to submit a recommendation for approval or disapproval to the state liquor board. The application was received on March 23, 2015. At this time, staff is only asking the Mayor and Council to consider the request for approval of the application for liquor license; other aspects of the project will be brought up to Council at future meetings.

As required by state law and city ordinance, the applications were posted for the required period of time starting April 8, 2015. A notice was published in the West Valley View on April 28th and May 1st. One letter in opposition of the approval has been received and is attached to this council report.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Development Services, Finance, Police and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Troy DeVos for approval of two Series 10 (Beer and Wine Store) Liquor license applications for QuikTrip #423 to be located at 2825 N Dysart Road and QuikTrip #1424 to be located at 150 N Avondale Blvd in Avondale.

ATTACHMENTS:**Description**

[Application - #423](#)

[Department Review](#)

[Posting Photos](#)

[Vicinity Map](#)

[Screenshot of Application](#)

T1007001

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

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): SERIES 10

2. Total fees attached: \$

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- 1. Owner/Agent's Name: Mr. DeVos Troy Charles
 Ms. Last First Middle
(Insert one name ONLY to appear on license)
- 2. Corp./Partnership/L.L.C.: QuikTrip Corporation B1022842
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: QuikTrip #423
(Exactly as it appears on the exterior of premises)
- 4. Principal Street Location: 2825 N. DYSART RD. AVONDALE MARICOPA 85392
(Do not use PO Box Number) City County Zip
- 5. Business Phone: Pending Daytime Phone: [Redacted] Email: [Redacted]
- 6. Is the business located within the incorporated limits of the above city or town? YES NO
- 7. Mailing Address: [Redacted] City State Zip
- 8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY				
Fees: 100				\$ 100
Application	Interim Permit	Site Inspection	Finger Prints	TOTAL OF ALL FEES
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
Accepted by: M.S.	Date: 03/17/2015	Lic. #		

AZ LIQUOR LIC. LSC 1103 07

SEE

AMENDMENTS

AMENDMENT

1 of 2

APPLICATION FOR LIQUOR LICENSE TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): SERIES 10

10076650

2. Total fees attached:

\$ 100.

Department Use Only

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

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. DeVos Troy Charles
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: QuikTrip Corporation B1022842
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: QuikTrip # 423 B1054195
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 2825 N. DYSART RD. AVONDALE MARICOPA 85392
(Do not use PO Box Number) City County Zip
5. Business Phone: Pending Daytime Phone: [REDACTED] Email: [REDACTED]
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: [REDACTED]
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: Application 100 Interim Permit _____ Site Inspection _____ Finger Prints \$ 100
TOTAL OF ALL FEES

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

Accepted by: M.S. Date: 03/17/2015 Lic. # 10076650

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

15 APR 14 11:17 AM W1045

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): _____

1. Type of License(s): SERIES 10 Department Use Only

2. Total fees attached: \$ _____

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. DeVos Troy Charles
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: QuikTrip Corporation
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: QuikTrip #423
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 13067 W. THOMAS RD. AVONDALE MARICOPA 85392
(Do not use PO Box Number) City County Zip

5. Business Phone: Pending Daytime Phone: _____ Email: _____

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: _____
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY				
Fees:	Application	Interim Permit	Site Inspection	Finger Prints \$ _____
				TOTAL OF ALL FEES
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? <input type="checkbox"/> YES <input type="checkbox"/> NO				
Accepted by: _____		Date: _____		Lic. # _____

AMENDMENT
 # 10076650
 DeVos, Troy, Charles
 dba. QuikTrip #423

SECTION 5 Interim Permit:

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

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

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

X _____ State of _____ County of _____
 (Signature) The foregoing instrument was acknowledged before me this
 _____ day of _____, _____ Year
 My commission expires on: _____

 (Signature of NOTARY PUBLIC)

RECEIVED FEB 17 11 09 AM '07

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I T

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

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**
- L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: QuikTrip Corporation
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 05/14/1958 State where Incorporated/Organized: Oklahoma
3. AZ Corporation Commission File No.: F-0875503-0 Date authorized to do business in AZ: 05/14/1999
4. AZ L.L.C. File No: N/A Date authorized to do business in AZ: N/A
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
SEE ATTACHED LIST					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
Cadieux III	Chester	Edouard	13.46 43.9		
Cadieux II	Chester	Edouard	10.06 20.9		
OWNED BY SEVERAL PERSONS; NONE OWNS 10% OF THE TOTAL ISSUED OUTSTANDING SHARES					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

QuikTrip Officers

Name and Title	Work Address	Date of Birth	Place of Birth	US Citizen
Cadleux III, Chester Edouard Chairman of the Board/President/CEO	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Barton, Charles L. VP - Sales & Marketing	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Brockmeier, Julie L. VP - Petroleum Supply & Transportation	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Hitz, Gina VP - Informations Services/CIO	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Houdasheldt, Andrew C. VP - Fresh Foods	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Huebeck, Tim O. VP - Store Operations	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Jeffers, Ronald Steven VP - Operations & Human Resources	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Kubala, James A. VP - Operations Systems	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Malarkey, James E. VP - Production & Distribution	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Marchesano, James Denley VP - Store Development	P.O. Box 3475 Tulsa OK 74101-3475			Yes
McDaniel II, Charles A. VP - Facilities	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Morgan, Bruce Edward VP - Petroleum Supply & Trading	P.O. Box 3475 Tulsa OK 74101-3475			Yes
O'Dell III, Marvin Charles VP - Sales	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Sullivan, Stuart Coleman VP - Finance/Chief Financial Officer	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Thoene, Jeffrey T. VP - Real Estate	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Fater, Stephen Richard Corporate Treasurer	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Wells, Marshall James General Counsel/Corporate Secretary	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Branham, Mark Owen Assistant Secretary	2255 Bluestone Drive St Charles MO 63303			Yes
Dickerson, Larry Dale Assistant Secretary	5725 Foxridge Drive Mission KS 66202			Yes
Faust, Joseph S. Assistant Secretary	1120 North Industrial Blvd. Euless TX 76039			Yes
Gehrke, Thomas Christopher Assistant Secretary	3185 99th St Des Moines IA 50322			Yes
Hunt, Susan Eileen Assistant Secretary	P.O. Box 3475 Tulsa OK 74101-3475			Yes
Simoens, Avery Allyson Assistant Secretary	2255 Bluestone Drive St. Charles MO 63303			Yes
Smith, Beth Ellen Assistant Secretary	P.O. Box 3475 Tulsa OK 74101-3475			Yes

<i>Name and Title</i>	<i>Work Address</i>	<i>Date of Birth</i>	<i>Place of Birth</i>	<i>US Citizen</i>
Stitt, Amy Lynn Assistant Secretary	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	[REDACTED]	Yes
Vaughan, Kelly Assistant Secretary	3701 Arco Corporate Drive, Suite 150 Charlotte NC 28273	[REDACTED]	[REDACTED]	Yes
Williams, Craig Donovan Assistant Secretary	5875 Peachtree Industrial Blvd., Ste. 10 Norcross GA 30092	[REDACTED]	[REDACTED]	Yes
Zurnwalt, Lora Louise Assistant Secretary	P.O. Box 3475 Tulsa OK 74101-3475	[REDACTED]	[REDACTED]	Yes

15 APR 17 04: 16 PM '07

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

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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

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

(Signature of CURRENT LICENSEE)

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

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

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

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

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

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

15 MAR 17 11:46 AM '08

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

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

1. Distance to nearest school: 1892 ft. Name of school PALM VALLEY ELEMENTARY SCHOOL
Address 2801 N. 135th AVE. GODDYEAR, AZ 85395
City, State, Zip
2. Distance to nearest church: 1026 ft. Name of church THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS
Address 13277 W. THOMAS RD. GODDYEAR, AZ 85388
City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name N/A
Address _____
City, State, Zip
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ NO DEBT INCURRED FOR THIS LICENSE / LOCATION
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 _____ and license #: _____
Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

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

applicants initials

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

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 3/24/16
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

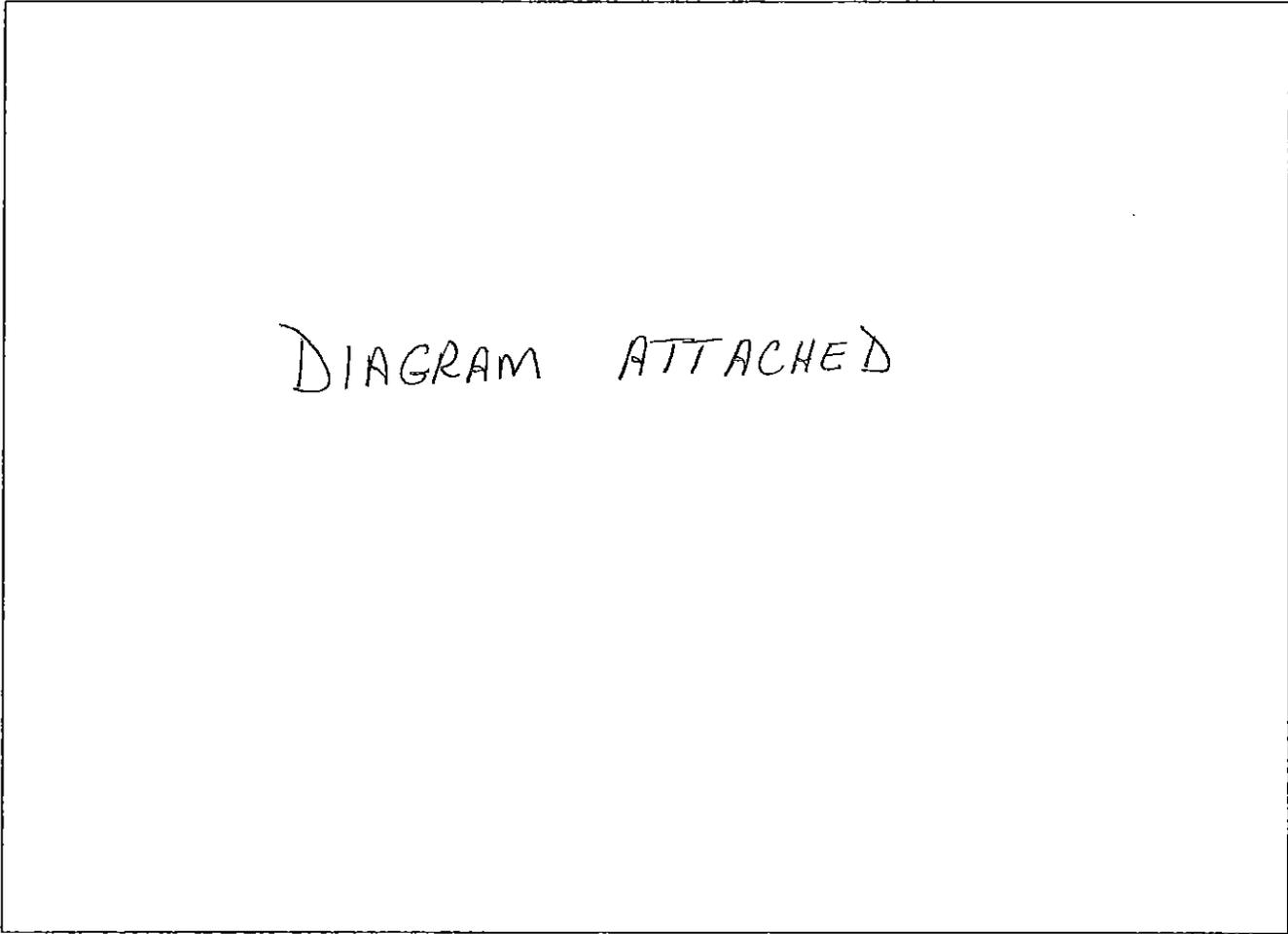
FD
applicants initials

15 APR 17 11:49:44 AM '16

SECTION 15 Diagram of Premises

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

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



15 MAR 17 11:49 AM '15

SECTION 16 Signature Block

I, Troy Charles DeVos, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

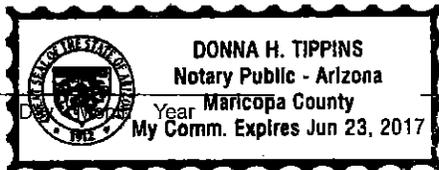
X *Troy Charles DeVos*
(signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

16 of MARCH, 2015
Day Month Year

My commission expires on :



Donna H. Tippins
signature of NOTARY PUBLIC

QT

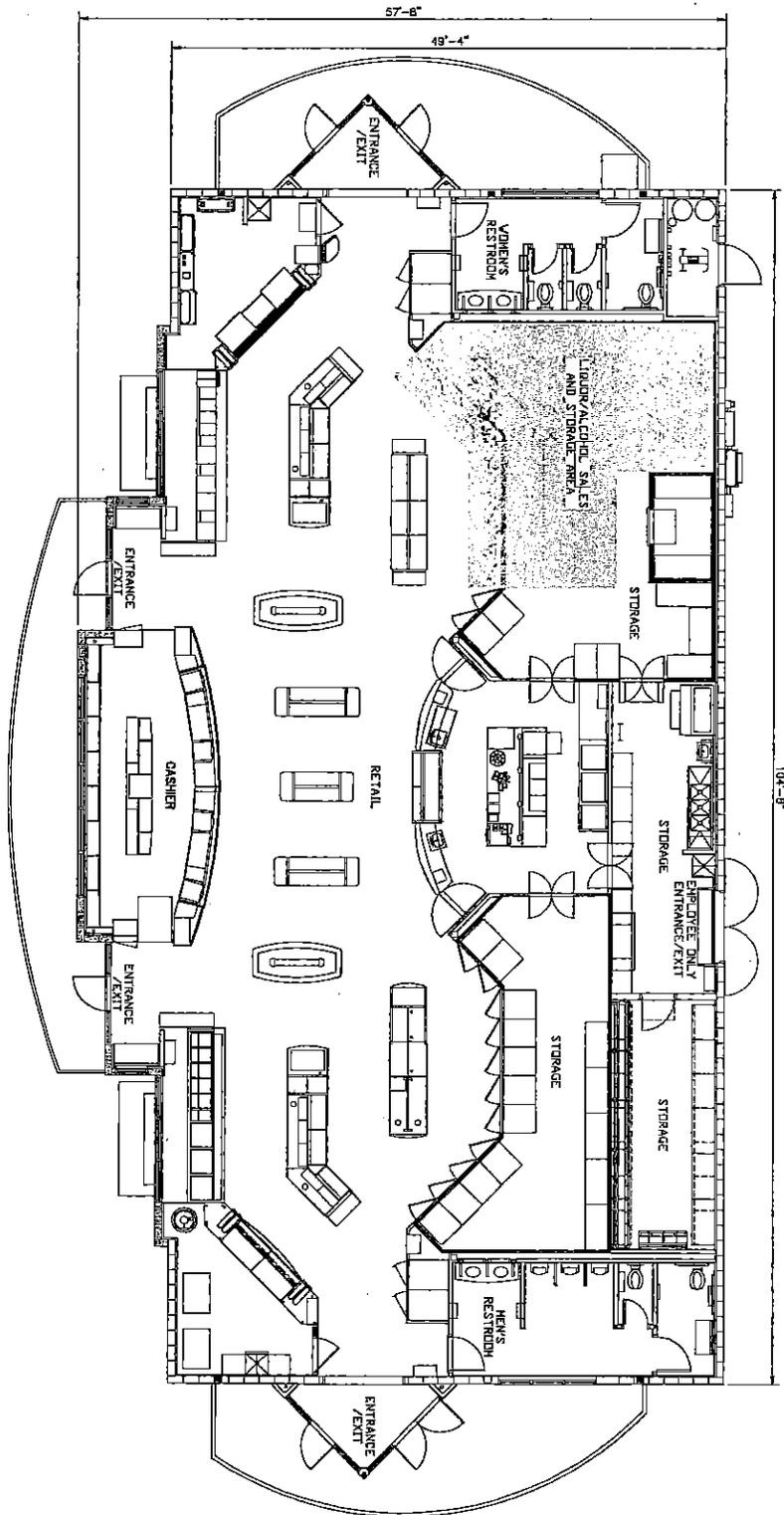
QuikTrip
10000 W. 11th Street, Suite 100
Midvale, UT 84047
Tel: 801-973-7500
Fax: 801-973-7500

LIQUOR LICENSE

QuikTrip Store No.:

CONSUMER NOTICE: THIS LICENSE IS VALID FOR THE SALE AND DELIVERY OF LIQUOR TO CONSUMERS ONLY. IT DOES NOT AUTHORIZE THE SALE OF LIQUOR TO MINORS OR TO ANYONE UNDER THE INFLUENCE OF ALCOHOL. THE LICENSEE SHALL BE RESPONSIBLE FOR ENFORCING THIS NOTICE. THE LICENSEE SHALL BE RESPONSIBLE FOR ENFORCING THIS NOTICE. THE LICENSEE SHALL BE RESPONSIBLE FOR ENFORCING THIS NOTICE.

Permittee: **Geni H. Sloan**
STATE NO.: **NIS**
ISSUE DATE: **10/29/10**
SHEET: **1**



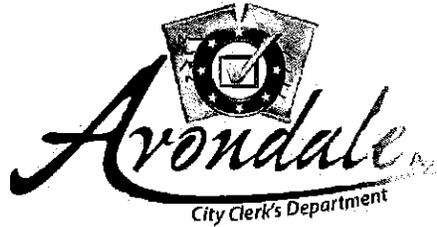
15 MAR 17 149. UT. PM 3 08

QUIKTRIP #423 (DYSART/THOMAS)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36095>



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 10

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIKTRIP #423

ADDRESS: 13067 W. THOMAS ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE
Police Chief

TITLE

4/15/15

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 4, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 16, 2015



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 10

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIKTRIP #423

ADDRESS: 13067 W. THOMAS ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Valorie Russell
SIGNATURE

Fire Inspector
TITLE

4/13/15
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 4, 2015

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 16, 2015



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 10

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIKTRIP #423

ADDRESS: 13067 W. THOMAS ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



SIGNATURE
Chief Building Official

TITLE

4/15/15

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 4, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 16, 2015



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 10

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES



APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIKTRIP #423

ADDRESS: 13067 W. THOMAS ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Samir Faste
SIGNATURE
Zoning Specialist
TITLE

4/15/15
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 4, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 16, 2015



Development Services & Engineering Department

DATE: March 31, 2015

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

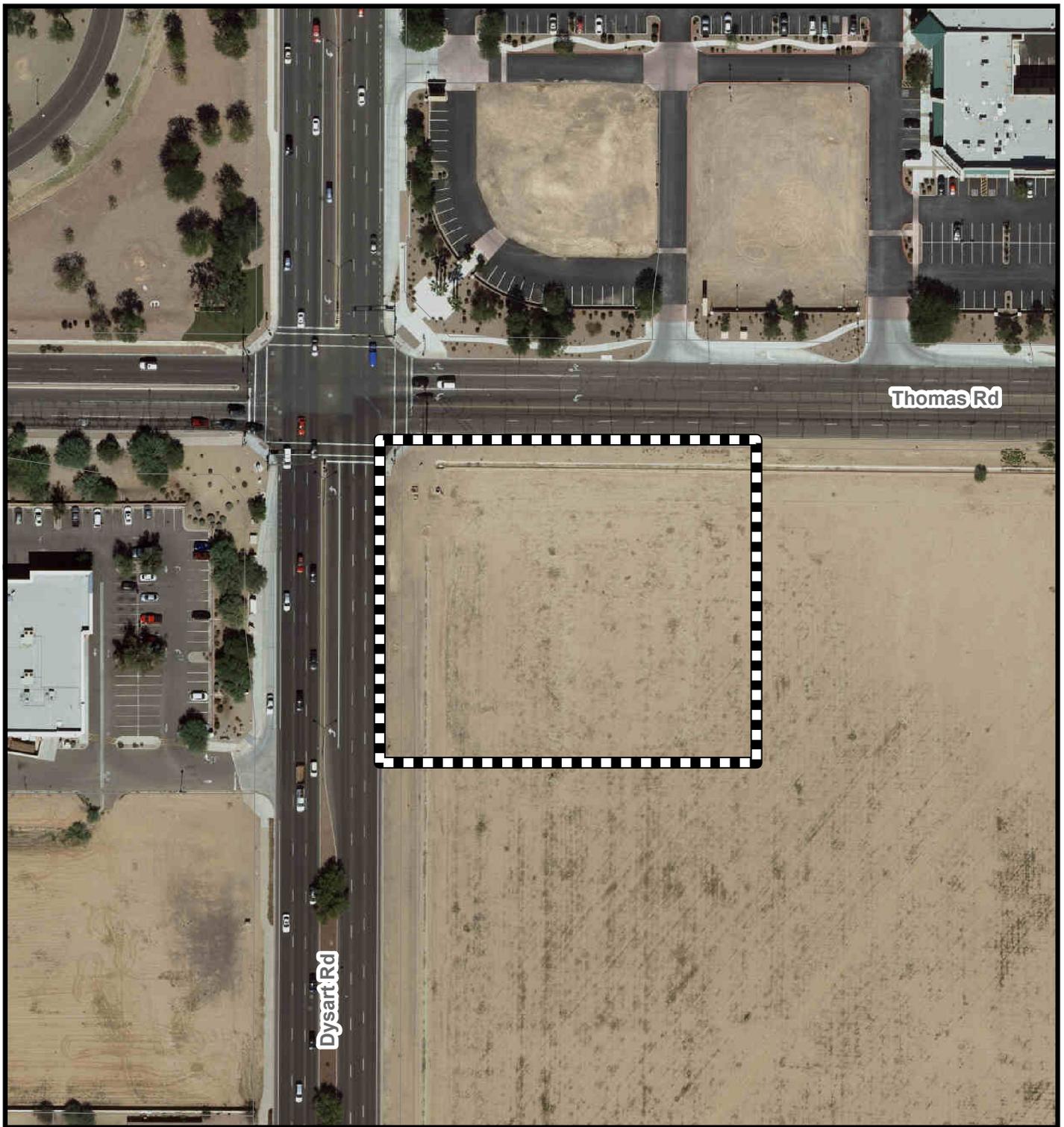
SUBJECT: New Series 10 Liquor License
QuikTrip #423
13067 W Thomas Rd

The site is located at the southeast corner of Dysart Road and Thomas Road. The site is not yet built.

State Statute requires a Series 10 liquor license to be separated a minimum of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

The General Plan designates the property as Local Commercial and the current zoning is Planned Area Development (PAD). A gas station does require a Conditional Use Permit, which has been applied for and is currently under review.

Attachment: Aerial Photography
Zoning Vicinity Map
300 Foot Separation

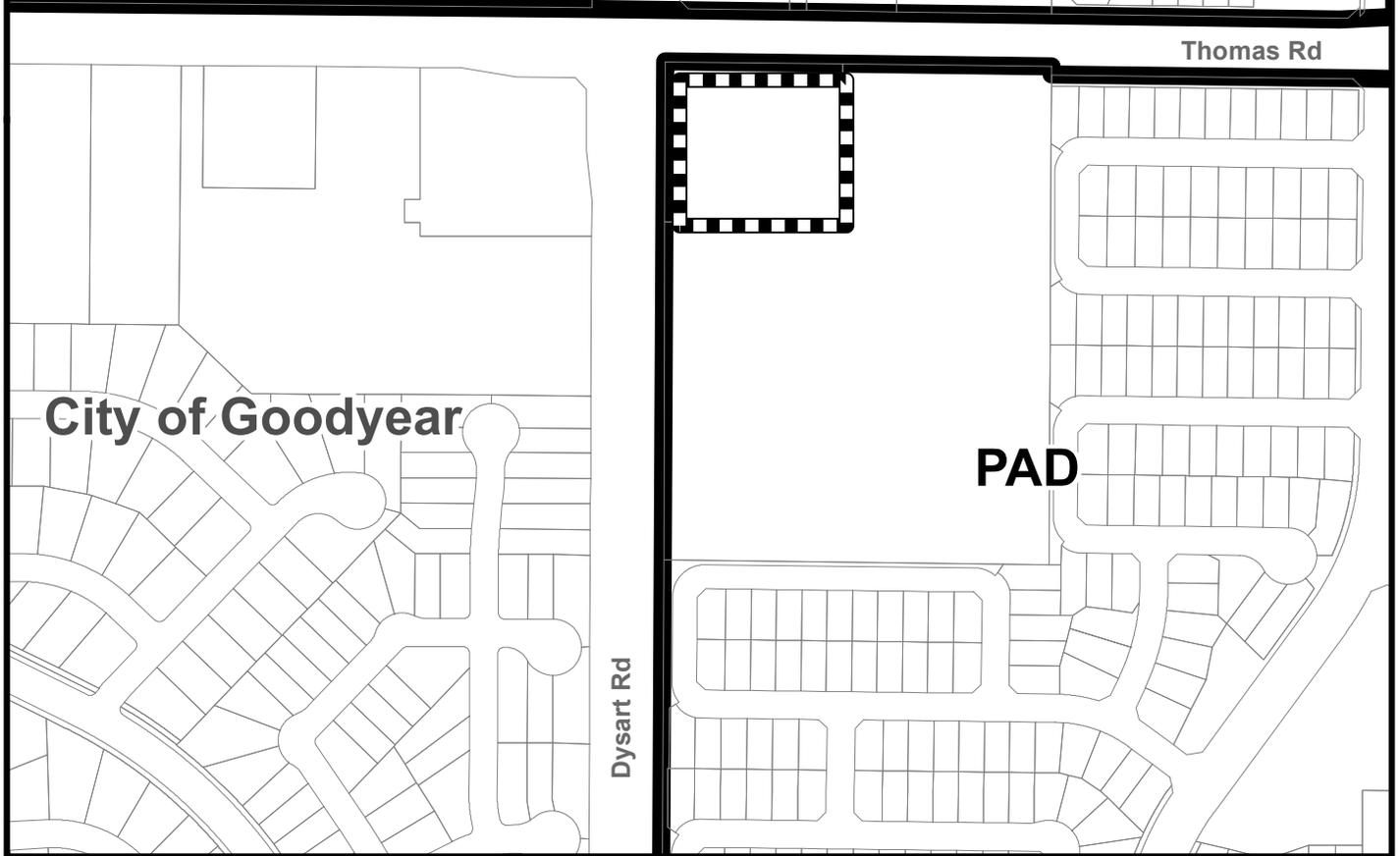
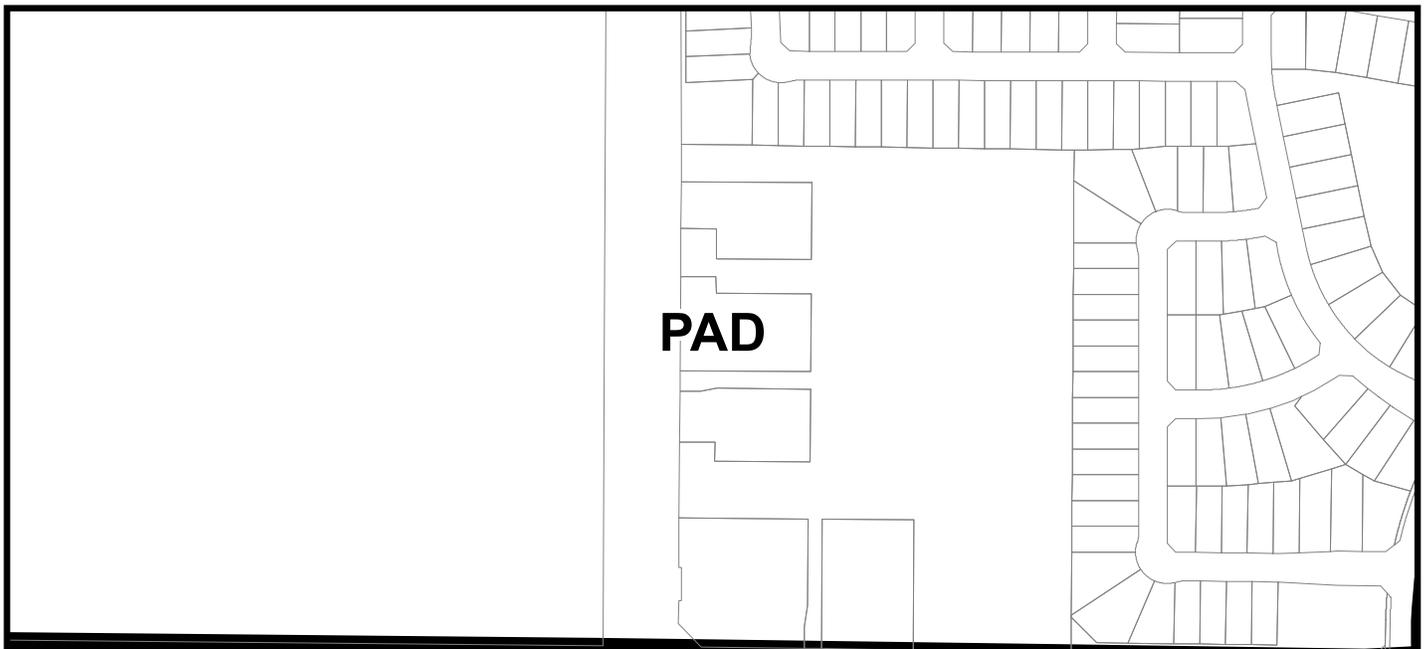


2014 Aerial Photograph



Subject Property





Zoning Vicinity Map



Subject Property





300 Foot Separation



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 10

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: TROY CHARLES DEVOS

BUSINESS NAME: QUIKTRIP #423

ADDRESS: 13067 W. THOMAS ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

APPROVED

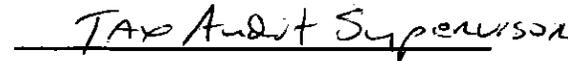
DENIED



SIGNATURE



DATE



TITLE

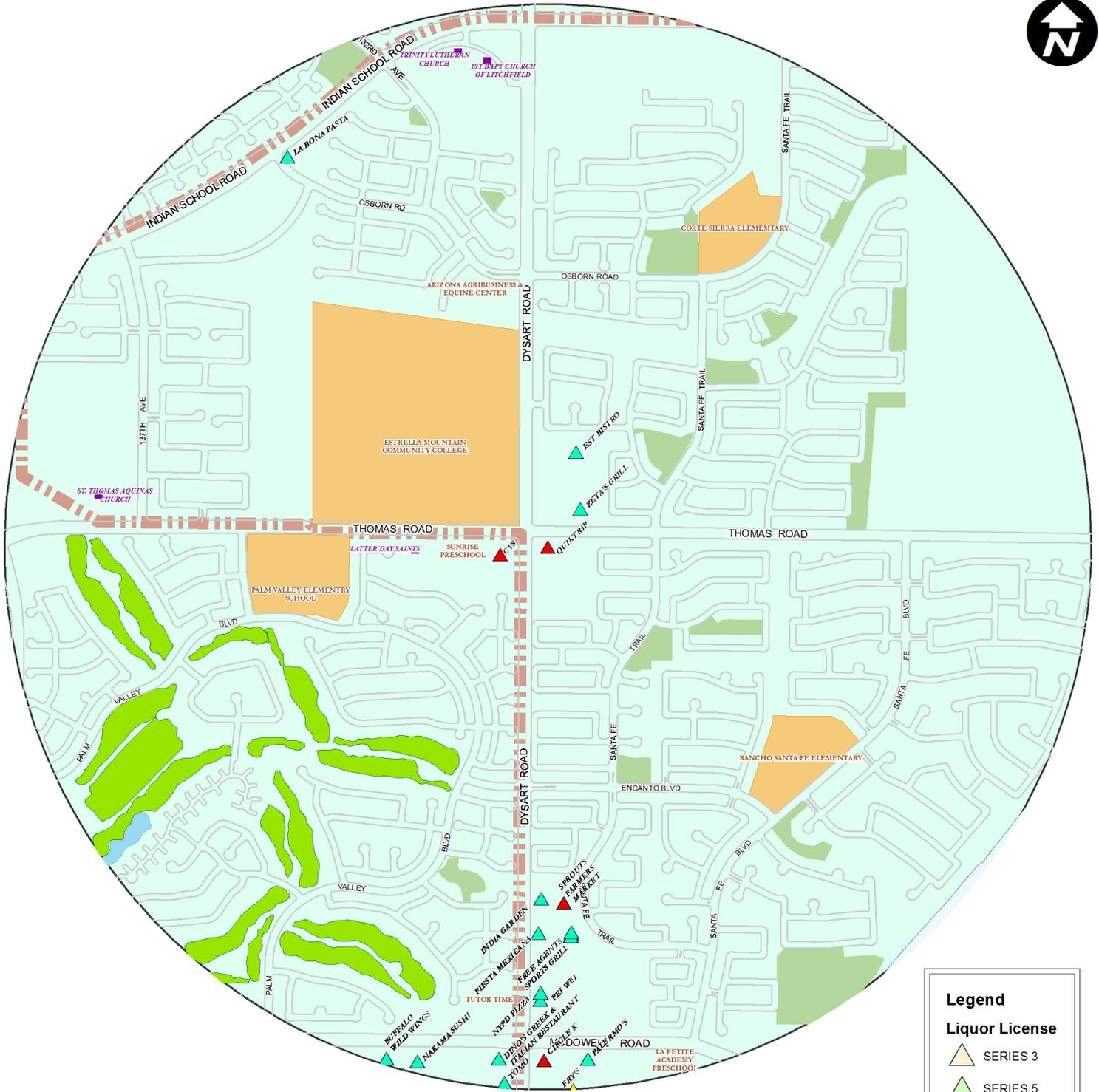
THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 4, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 16, 2015

QuikTrip 423 – Posting Photos

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36142>



QUIKTRIP #423
13067 W THOMAS RD
1 Mile Buffer

- Legend**
Liquor License
- △ SERIES 3
 - △ SERIES 5
 - △ SERIES 6
 - △ SERIES 7
 - △ SERIES 9
 - △ SERIES 9S
 - △ SERIES 10
 - △ SERIES 11
 - △ SERIES 12
 - △ SERIES 14
 - △ SERIES 15
 - △ SERIES 16



City of Avondale
11465 W Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council

I am writing in opposition of the proposed liquor license application for the following location:

Quik Trip #423
Location 13067 W. Thomas Road Avondale, AZ 85392
Series 10 - Beer and Wine Store License

My objection is that a gas station with or without convenience services and /or car wash are not zoned for this location which is C-1 neighborhood commercial. Under the City of Avondale's Land Use Matrix indicates that this use is prohibited and the need for a Beer and Wine Store License is not in the best interest of the residential communities.

I ask the Mayor and City Council oppose the application at this time or ask the applicate to pull there request due to current zoning restrictions on the site.

Thank you for your consideration.

Sincerely,

Patricia Dennis
Patricia Dennis



April 28, 2015

City of Avondale
11465 W Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council:

I am writing in opposition of the proposed liquor license application for the following location:

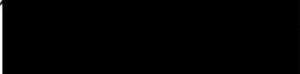
Quik Trip #423
Location 13067 W. Thomas Road Avondale, AZ 85392
Series 10 - Beer and Wine Store License

My objection is that a gas station with or without convenience services and /or car wash are not zoned for this location which is C-1 neighborhood commercial. The *City of Avondale's Land Use Matrix* indicates that this use is prohibited, notwithstanding that we feel a Beer and Wine Store License is not in the best interest of our residential communities.

I ask the Mayor and City Council to oppose the application at this time or ask the applicant to pull their request due to current zoning restrictions on the site.

Thank you for your consideration.

Sincerely,


Joan and Bob Macdonald




CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Cooperative Purchasing Agreement - Action Barricade Company, LLC

MEETING DATE:

5/4/2015

TO: Mayor and Council**FROM:** Cindy Blackmore, Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council consider a request to approve a First Amendment to the Cooperative Purchasing Agreement with Action Barricade Company, LLC to increase the annual not-to-exceed compensation amount for the third renewal term from \$7,500 to \$11,000 and from \$7,500 to \$17,000 for the fourth renewal term and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City entered into a cooperative purchasing contract #13396C with Action Barricade Company, LLC on November 15, 2011 based on City of Chandler contract #TD1-550-3006 for the provision of barricades and other barricade equipment for short-term rental. The current contract will expire on August 22, 2016.

DISCUSSION:

The Water Distribution and Wastewater Collections divisions utilize barricade services for emergency repairs that occur within the streets and rights-of-way of the city. These services allow staff to focus on making repairs to minimize the impact on customers.

BUDGET IMPACT:

Services provided by this Agreement are typically charged to the following line items and are subject to annual budget authority:

Water Distribution Rental Construction Equipment (501-9100-00-6610)

Wastewater Collections Rental Construction Equipment (503-9200-00-6610)

RECOMMENDATION:

Staff is requesting that the City Council approve a First Amendment to the Cooperative Purchasing Agreement with Action Barricade Company, LLC to increase the annual not-to-exceed compensation amount for the third renewal term from \$7,500 to \$11,000 and from \$7,500 to \$17,000 for the fourth renewal term and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[First Amendment](#)

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ACTION BARRICADE COMPANY, LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of May 4, 2015, between the City of Avondale, an Arizona municipal corporation (the "City"), and Action Barricade Company, LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Chandler, Arizona ("Chandler") entered into Contract No. TD1-550-3006 dated August 22, 2011 (the "Chandler Contract") for the Contractor to provide barricades and other barricade equipment for short-term rental.

B. The City and the Contractor entered into a Cooperative Purchasing Agreement, No. 13396C, dated November 15, 2011, based upon the Chandler Contract (the "Agreement"), for the Contractor to provide the City with barricades and other barricade equipment for short-term rental on an "as-required basis" (the "Materials and Services"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

C. The City has determined that additional Materials and Services by the Contractor are necessary (the "Additional Materials and Services").

D. The City and the Contractor desire to enter into this First Amendment to provide for the cost of and purchase the Additional Materials and 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. Compensation. The annual not-to-exceed compensation amount is hereby increased from \$7,500.00 to \$11,000.00 for the third renewal term (ending August 22, 2015) and from \$7,500.00 to 17,000.00 for the fourth renewal term (ending August 22, 2016), if any, for the Materials and Services at the rates set forth in the Chandler Contract. Correspondingly, the aggregate not-to-exceed compensation for the entire Term is hereby increased from \$37,500.00 to \$50,500.00.

2. 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.

3. Non-Default. By executing this First 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 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.

4. 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

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)



CITY COUNCIL AGENDA

SUBJECT:

Purchase Agreement - Musco Sports Lighting, LLC

MEETING DATE:

5/4/2015

TO: Mayor and Council**FROM:** Ava Gutwein, Acting Parks, Recreation & Libraries Director 623-333-2641**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve the professional services agreement with Musco Lighting (Musco) for the purchase of a lighting system at Friendship Park in an amount not to exceed \$189,312.00 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

On July 2, 2012 the City Council provided staff with direction and guidance on a concept plan for Friendship Park and Festival Fields to enhance park programs, services, and amenities for residents and park visitors. The renovation project will include the enhanced lighting throughout the park and the addition of lighting on multipurpose fields 9 and 10.

Friendship Park currently uses Musco Lighting products for the lighting system on all of the sports fields at Friendship Park, including a web-based lighting control system that is operated by Musco. A non-Musco lighting system would also require a new lighting control system. Staff determined that it would be in the best interest of the City to continue to use Musco products and purchase the required lights through an approved Sole Source purchase. As required by the Procurement Code the Notice of Intent to Award the Sole Source contract was published in both the West Valley View and AZ Business Gazette for a 2 week period. The Award went unprotested.

DISCUSSION:

This Agreement shall be effective until February 16, 2016, unless terminated as otherwise provided in this Agreement.

The services and items that will be procured from Musco will include: Musco's Light Structure Green Lighting System, 6 pre-cast concrete bases, 4 galvanized steel poles, electronic component enclosures, pole length wire harnesses, 52 factory-aimed luminaires, 6 Musco LED Security Fixtures. Musco will utilize 2 existing pole sections and provide 2 new bases for the poles. Warranty program will cover 100% of all maintenance costs for 25 years. Lastly Musco's Control Link, Control and Monitoring System will provided for management of the lighting system.

BUDGET IMPACT:

All funds for the neighborhood parks renovation project are included in the FY 2015-2016 City of Avondale / PRLD budget line item:

101-5220-00-6731 R&M Grounds & Parks

RECOMMENDATION:

Staff recommends that the City Council approve the professional services agreement with Musco Lighting (Musco) for the purchase of a lighting system at Friendship Park in an amount not to exceed \$189,312 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Description

[Purchase Agreement](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUSCO SPORTS LIGHTING, LLC**

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of February 17, 2015, between the City of Avondale, an Arizona municipal corporation (the “City”), and Musco Sports Lighting, LLC, an Iowa limited liability company (the “Vendor”).

RECITALS

- A. The City desires to purchase lighting for fields 9 and 10 at Friendship Park.
- B. Vendor previously provided the current lighting system at Friendship Park and only Vendor’s parts are compatible with the current system.
- C. Pursuant to Section 13.1 of the City’s Procurement Policy, the City desires to enter into an Agreement with the Vendor for the Vendor to provide it’s Light Structure Green™ lighting system (the “Equipment”) for Friendship Park fields 9 and 10.

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 Vendor hereby agree as follows:

- 1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 16, 2016, unless terminated as otherwise provided in this Agreement.
- 2. Purchase of Equipment. Vendor shall provide the Equipment as set forth in the Quotation, attached hereto as Exhibit A and incorporated herein by reference.
- 3. Compensation. The City shall pay Vendor an amount not to exceed \$189,312.00 for the Equipment at the rates set forth in the Quotation attached hereto as Exhibit A.
- 4. Price Warranty. Vendor shall notify and give the City the benefit of any price reductions before actual time of shipment. However, if the City authorizes shipment prior to specified shipment date, the City shall have the advantage of any price reduction prior to the specified shipment date.
- 5. Quality Warranty. The standard manufacturer’s warranty will apply to the Equipment purchased under this Agreement. In addition, Vendor expressly warrants that the Equipment furnished under this Agreement shall conform to the specifications, appropriate standards, and shall be new and free from defects in material or workmanship. Vendor warrants

that the Equipment shall conform to any statements made on the containers or labels or advertisements for such Equipment and that the Equipment will be adequately contained, packaged, marked and labeled. Vendor warrants that the Equipment furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which equipment of that kind are normally used. If Vendor knows or has reason to know the particular purpose for which City intends to use the Equipment, Vendor warrants that the Equipment furnished will conform in all respect to samples. Inspection, testing, acceptance or use of the Equipment furnished hereunder shall not affect the Vendor's obligation under this warranty, and such warranties shall survive inspection, testing, acceptance and use. Vendor's warranty shall run to City, its successors, and assigns.

6. Billing/Payment. Vendor shall send, at the time of shipment, an original copy of the invoice showing the City's purchase order (a "Purchase Order") number authorizing the transaction to the City Accounts Payable address indicated on the face of the Purchase Order. If an invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the material, whichever is later. Payment terms are net 30 days unless subject to discounts specified by Vendor.

7. Packing. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated into the Agreement. Vendor shall be responsible for safe packing that conforms to the requirement of carrier's tariffs. All shipments must carry the correct quantity, including clear identification of individual components of a multi-part shipment (i.e. 1 of 4, 2 of 4, etc.), product identification, Purchase Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate unless otherwise specified or shipper will be charged with excess freight that the City is required to pay.

8. Freight. Unless otherwise agreed to in writing, all delivery terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice. Vendor shall retain title and control of the Equipment until it is delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damages to the Equipment and shall assist the Vendor in arranging for inspection. Vendor must be notified of any damage within 30 days of delivery. The City reserves the right to cancel and reject the Equipment upon default by Vendor in timeliness, rate, or manner of delivery.

9. Shipment Under Reservation Prohibited. Vendor is not authorized to ship the Equipment under reservation, and no tender of a bill of lading will operate as a tender of the Equipment. The City shall only be obligated to pay for the Equipment actually received, unless prior payment has been specifically approved, in writing prior to shipment, by the City Manager or authorized designee.

10. Inspection; Acceptance. The Equipment is subject to inspection and testing by the City's representative at the place of manufacture, the destination, or at both places. When deemed necessary, samples of materials will be taken at random from stock received for

submission to commercial laboratory for analysis and test as to whether the material conforms in all respects to the Agreement. Equipment failing to meet the Agreement requirements will be held at Vendor's risk and may be returned to Vendor; costs of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be the responsibility of the Vendor.

11. Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Termination; Cancellation.

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

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

12.3 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Vendor to any other party of the Agreement with respect to the subject matter of the Agreement.

12.4 Gratuities. The City may, by written notice to the Vendor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

12.5 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that the Equipment provided under this Agreement is being provided as an independent contractor, not as an employee or agent of the City. Vendor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Vendor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Vendor is responsible abides by, and remains in compliance with, all rules,

regulations, ordinances, statutes or laws affecting this Agreement, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Vendor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

13.9 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the Equipment specified herein without the prior written approval of the City. The Vendor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Vendor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or

the City's acceptance of and payment for the Equipment, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. The Equipment shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

13.13 Offset.

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

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

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: David W. Fitzhugh, City Manager

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire, Esq.

If to Vendor: Musco Sports Lighting, LLC
 P.O. Box 808
 Oskaloosa, Iowa 52577-0808
 Attn: John Abney

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 subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. 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.

13.15 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under subsection 13.17 below, Vendor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractor's failure to

comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

13.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Purchase Order and the Vendor's Quotation, the documents shall govern in the order listed herein.

13.19 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

13.20 Federal Tax Exemption. As a political subdivision of the State of Arizona, the City is exempt from federal excise tax.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUSCO SPORTS LIGHTING, LLC

[Quotation]

See following page.



**Friendship Park Fields 9 and 10
Avondale, Arizona
Date: December 15, 2014**

Quotation Price – “Materials Only”

Musco’s Light Structure Green™ lighting system as described below and delivered to the job site:

Metal Halide Soccer Fields 9 and 10 2014 Price.....	\$174,000
Sales Tax @ 8.8%.....	\$15,312
Total.....	\$189,312

*Unloading and installation of the equipment is not included as part of this quote.
Pricing furnished is considered confidential.*

Equipment Description – Metal Halide Soccer Fields 9 and 10

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- (6) Pre-cast concrete bases, (4) Galvanized steel poles, Electrical component enclosures, Pole length wire harnesses, (52) Factory-aimed and assembled luminaires, (6) Musco LED-24 Security Fixtures
- Utilizing (2) existing pole sections. (2) new bases will be provided.
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light levels for 25 Years
- (2) Group re-lamps at the end of the lamps’ rated life, 5000 hours, based on 600 annual usage hours
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system

Payment Terms as agreed upon by customer and Musco Credit Department

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, and pole locations is approximately 30-45 days for Metal Halide and 45-60 days for LED. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- See Scan #163947 for Field Sizes
- Structural code and wind speed = 2012 IBC, 115 MPH, C
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

John Abney
Field Sales Representative
Musco Sports Lighting, LLC
Phone: 623.910.9316
E-mail: john.abney@musco.com
Fax: 800.374.6402



CITY COUNCIL AGENDA

SUBJECT:

Purchase Agreement - Process Solutions, Inc.

MEETING DATE:

5/4/2015

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, 623-333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request to approve a Purchase Agreement with Process Solutions, Inc. for the purchase of a MicrOclor onsite hypochlorite generation system (OHCS) in the amount of \$84,975 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

To ensure safe drinking water, it is necessary to treat the water prior to distribution out into the water system. An OHCS allows for the disinfection of water during the treatment process.

The City currently has 10 OHCS within the water production system and has been using the technology for 10 years. The systems currently in operation are manufactured by three different vendors.

DISCUSSION:

In 2010, Dibble Engineering was commissioned to evaluate the three vendors currently used by the City and to recommend one system that best fits needs for future well sites. The evaluation focused on system features, operations/efficiency, service on the system, and estimated life cycle cost.

Following the analysis, it was recommended - based on lowest lifecycle cost and highest overall ranking - that the City begin to install the Process Solutions, Inc. MicrOclor system. Installing one brand of system will allow for greater consistency and may lead to greater efficiency and response time because of maintaining one line of repair parts instead of three. The City currently has four of the MicrOclor systems in operation.

Well #19, one of the highest producing wells in the City's system, is in need of an OHCS. Staff is requesting authorization to purchase the MicrOclor OHCS from Process Solutions, Inc. This will be the first new system purchased following the analysis by Dibble Engineering.

This is a sole source purchase as Process Solutions, Inc. is the only manufacturer worldwide of the MicrOclor OHCS. A notice of intent to award a contract under sole source was published April 2, 2015 in the Arizona Business Gazette and March 31 and April 7, 2015 in the West Valley View. No contests to the award were received by the City's Procurement Officer.

BUDGET IMPACT:

Purchase of the equipment identified in this Agreement will be charged to the Water System Improvement/Major Maintenance line item (501-9122-00-8520).

RECOMMENDATION:

Staff is requesting that the City Council approve a Purchase Agreement with Process Solutions, Inc. for the purchase of a MicrOclor onsite hypochlorite generation system in the amount of \$84,975 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Purchase Agreement](#)

Process Solutions, Inc. Purchase Agreement

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36144>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3247-515 - Honoring Christopher Reams for his years of service to the City of Avondale

MEETING DATE:

5/4/2015

TO: Mayor and Council**FROM:** Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

The Mayor and Council will consider a resolution honoring Christopher Reams, Avondale's Parks, Recreation and Libraries Director, following his retirement from the City of Avondale after more than fourteen (14) years of service.

BACKGROUND:

Christopher Reams first served the City of Avondale as a Council appointed as member of the city's Planning and Zoning Commission from March 5, 2001 through September 2002. Mr. Reams was then selected to fill the position of Assistant to the City Manager in November 2002 working alongside the City Manager assisting city department directors carry out the City Council's goals and objectives. Mr. Reams was promoted to the position of the City's Parks, Recreation and Libraries Assistant Director in November 2004 and to the PRLD Director position on March 8, 2010. On April 10, 2015, he retired from the city after approximately 14 years of service to the City of Avondale and our citizens.

DISCUSSION:

As Parks, Recreation and Libraries director, Christopher Reams oversaw a myriad of programs, services and activities related to enhancing the quality of life for residents in Avondale. Chris' responsibilities included overseeing parks and recreation programs, senior services, library services, facilities management, special events and more.

During his tenure, Chris played a key role in the development of major facilities and amenities in the City, including the expansion of Friendship Park, Festival Fields, and the construction of the Sam Garcia Public Library. He also worked closely with American Sports Center (ASC) to ensure the success of the Randall McDaniel Sports Complex.

He also was instrumental in the transition of Avondale's library system from the county to become to state of the art city public libraries, offering outstanding, technologically-advanced library programs serving the Southwest Valley region.

Under his leadership, he led in the coordination numerous special events and festivals in Avondale, including the Out & About series, the Tale of Two Cities Parade & Festival, Veterans Day and Memorial Day ceremonies, and the Tres Rios Nature Festival. He also provided oversight for the Goodyear Farms Historic Cemetery when the property was transferred to the city.

RECOMMENDATION:

Staff recommends that the Mayor and Council adopt a Resolution honoring Christopher Reams for his years of service to the City and Residents of Avondale.

ATTACHMENTS:

Description

[Resolution 3247-515](#)

RESOLUTION NO. 3247-515

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING CHRISTOPHER REAMS FOR FOURTEEN YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, prior to joining the City of Avondale, Christopher Reams enjoyed a long and illustrious career with the United States Air Force, retiring with honor after 20 years of service to the military and to our country; and

WHEREAS, on March 5, 2001, Chris was appointed by the Avondale City Council to serve on the Avondale Planning Commission participating in the development of the 2002 City of Avondale General Plan and advising the City Council on land development issues during a time of intensive City growth; and

WHEREAS, on November 4, 2002, Chris joined the City of Avondale staff when he was hired as Assistant to the City Manager, working alongside the City Manager to provide strategic management and assisting City department directors with carrying out the City Council's goals and objectives; and

WHEREAS, on October 4, 2004, Chris was appointed as Assistant Director of Parks Recreation & Libraries, before being promoted to the role of Director of Parks, Recreations and Libraries on March 8, 2010; and

WHEREAS, Chris directed the operations of a myriad of activities under the Parks, Recreation & Libraries Department, including parks and recreation programs, senior services, library services, facilities management, special events and more; and

WHEREAS, Chris nurtured the development of community volunteer boards, including the Public Regional Library District Board, the Friends of the Library, and Senior Site Council; and

WHEREAS, during his tenure, Chris played a key role in the development and enhancements of major facilities and amenities in the City, including a new regional trail system, Friendship Park, Festival Fields, the Randall McDaniel Sports Complex, the Goodyear Farms Historic Cemetery, and the Sam Garcia Public Library; and

WHEREAS, Chris was instrumental in the transition of Avondale's library system to state-of-the art City public libraries, offering outstanding, technologically advanced library programs serving the Southwest Valley region; and

WHEREAS, Chris led in the coordination numerous special events and festivals in Avondale, including the Out & About series, the Tale of Two Cities Parade & Festival, Veterans Day and Memorial Day ceremonies, and the Tres Rios Nature Festival; and

WHEREAS, even during the challenges of a recession that necessitated tough budget cuts, Chris worked tirelessly to fulfill the City Council’s vision of providing Quality of Life opportunities and amenities to the residents of Avondale, ensuring that they would be proud to call Avondale home; and

WHEREAS, Chris was always known for his strong leadership and interpersonal skills, innovative ideas, a propensity for team-building, and his camaraderie among his fellow employees; and

WHEREAS, the City Council wishes to express its appreciation for his hard work, and dedication, and honor Christopher Reams after 14 years of exemplary service to the citizens and employees of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, that the City of Avondale does hereby thank Christopher Reams for his loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, May 4, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3248-515 - First Amendment to IGA with Maricopa County Library District related to Library Assistance Program

MEETING DATE:

5/4/2015

TO: Mayor and Council**FROM:** Ava Gutwein, Acting Parks, Recreation and Libraries Director (623) 333-2641**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting the City Council adopt a resolution approving the first amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Library District for the Library Assistance Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On July 1, 2001 the City of Avondale entered into an IGA with the MCLD authorizing the Reciprocal Borrowing Program. This agreement stipulated that in return for providing library services to County residents who were not citizens of Avondale, MCLD would pay the City a set dollar amount for each non-resident registered for an Avondale Public Library card. On August 5, 2013 the City of Avondale passed resolution 3127-813 which superseded all previous Reciprocal Borrowing Programs or Materials Assistance Programs. The Library Assistance Program was revised to allocate funds not only based on the number of outside residents registered, but included calculations on the assessed property value as well.

Participation in the Library Assistance Program requires libraries to provide any eligible Maricopa County resident a library card with all regular rights and privileges free of charge. The Library Assistance Program (LAP) offers an allotment for library materials to participating libraries through a program managed by MCLD. Libraries in the program order library materials through vendors on contract with MCLD with MCLD managing invoices and payment for all materials. LAP reduces library administrative and materials costs. All public libraries in Maricopa County who honor the requirements can participate in LAP.

The MCLD Library Assistance Program authorizes participating municipalities to purchase library materials in an amount to be determined by the percentage of assessed valuation (40% of the allocation) and the percentage of cards issued for the use of its library and library services by Non-Residents of the City who are entitled to the benefits of the Maricopa County Library District. (60% of the allocation).

Each year MCLD determines the allotment of LAP funds based on the percentage of the primary net assessed valuation from the preceding February State Abstract and on the percentage of gross

cards issued to Non-Residents of the City that are entitled to the benefits of the Maricopa County Library District.

DISCUSSION:

Under the current program, municipalities receive a greater or lesser Library Assistance Program allotment based on the percentage of their assessed property value (40%) in combination with non-residents using their public library less their residents registered at other participating libraries (60%).

A materials credit will be set up from a choice of vendors already on contract with MCLD.

Physical materials – Baker & Taylor Inc., Brodart, Ingram Library Services, Recorded Books LLC, Midwest Tapes LLC, Perma-Bound Books, Unique Books Inc.

Electronic materials – Ebsco Industries Inc., Ingram Library Services Inc., Library Ideas LLC, 3M Library Systems, Cengage Learning Inc., Kaplan Early Learning Company, Recorded Books LLC, Baker & Taylor Inc., Early Advantage LLC, OverDrive Inc.

Municipalities may use up to two vendors as specific needs dictate. The City currently uses Baker and Taylor and Midwest Tape for most all of the physical library material purchases, but will use alternate vendors if it is beneficial to the City.

BUDGET IMPACT:

Since the approval of resolution 3127-813 the City received \$117,923 in FY 2013-2014 and \$93,385 in FY 2014-2015. The proposed materials credit for the City for 2015-2016 is \$98,982.

The Library Assistance Program calculations are based on the following items:

1. Total program budget \$2,600,000
2. \$1,040,000 (40% of total budget) allocated by Assessed Valuation percentage (Avondale – \$12,287)
3. \$1,560,000 (60% of total budget) allocated by gross eligible non-resident cards issued. (Avondale – \$86,695)
4. Assessed value calculation was calculated by using the participating municipalities' assessed valuation as a percentage of all participating municipalities from the 2014 February State Abstract (located on the Maricopa County Assessor's Website)
5. Gross cards issued calculated from the reports submitted for the most recently completed calendar year (2014)

RECOMMENDATION:

Staff recommends the City Council adopt a resolution approving an Intergovernmental Agreement between the City of Avondale and the Maricopa County Library District for the Library Assistance Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 3248-515](#)

RESOLUTION NO. 3248-515

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT RELATING TO THE LIBRARY ASSISTANCE PROGRAM.

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

SECTION 1. The First Amendment to the Intergovernmental Agreement with the Maricopa County Library District, relating to the City's participation in the library assistance program (the "Amendment") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this 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 Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 4, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3248-515

[Amendment]

See following pages.

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND THE CITY OF AVONDALE
FOR
THE LIBRARY ASSISTANCE PROGRAM

Agenda # C-65-14-016-M-01

THIS FIRST AMENDMENT (“Amendment”) TO INTERGOVERNMENTAL AGREEMENT C-65-14-016-M-00, that was effective July 1, 2013, by and between the City of Avondale (“City”) and the Maricopa County Library District (“Library District”), with reference to the following facts:

RECITALS

WHEREAS A.R.S. §§ 48-3901 and 11-903 allow a City to elect to become a part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to district residents;

WHEREAS the City is a member of the Library District program and wishes to participate in the Library Assistance Program of the Library District;

WHEREAS, pursuant to its charter and A.R.S. § 9-411 et seq., the City has established and provided for a City library and library facilities and services which are owned and funded by the City and its governing body;

WHEREAS, the Library District has established a Library Assistance Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS, the City and the Library District are authorized to act and enter into this intergovernmental agreement regarding the Library Assistance Program pursuant to A.R.S. § 11-952; and

WHEREAS the City wishes to have its municipal library participate and benefit from the Library Assistance Program by purchasing library materials in an amount to be determined based on the percentage of assessed valuation and the percentage of cards issued for the use of its library and library services by Non-Residents of the City who are entitled to the benefits of the Maricopa County Library District.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

AMENDMENTS

- 1.1. The expiration date of the original term of the agreement will be amended from July 1, 2015 to June 30, 2018.
- 1.2. Section II, paragraph 3 of the original agreement shall be amended to require the assessed valuation allocation to be based on the primary net assessed value for all participating municipal libraries as opposed to secondary net assessed valuation.
- 1.3. All other terms and conditions of the IGA shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF AVONDALE and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

CITY OF AVONDALE

MARICOPA COUNTY LIBRARY DISTRICT

By: _____
City Manager
City of Avondale

By: _____
Chairman, Board of Directors
Maricopa County Library District

ATTEST:

ATTEST:

By: _____
City Clerk
Date

By: _____
Clerk of the Board
Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: _____
Attorney
City of Avondale
Date

By: _____
Attorney
Maricopa County Library District
Date



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3249-515 Amendment to Intergovernmental Agreement with ADOT relating to the Dysart Road Pedestrian and Bicycle Path Improvement Project

MEETING DATE:

5/4/2015

TO: Mayor and Council**FROM:** Tracy Stevens, Development & Engineering Services Director**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing Amendment No. One to the Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the administration of the construction of the Dysart Road Pedestrian and Bicycle Path Improvements Project in the City's estimated cost share amount of \$561,447, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On May 19, 2014, Council approved an IGA with ADOT for the administration of the design and scoping of Phase 2 of the Dysart Road Pedestrian and Bicycle Improvement Project. The IGA was executed to allow the City to receive funding through the Maricopa Association of Governments (MAG) Transportation Alternatives Program (TAP). MAG has programmed Phase 2 of the Dysart Road Pedestrian and Bicycle Improvement Project for construction in FY2015. The original construction cost for Phase 2 of the project was estimated at \$971,500. The federal contribution was estimated to be \$840,685 and the City's cost share was estimated to be \$130,815. In addition, the City is responsible for the design component which was estimated at \$280,000. The City's total cost share for design and construction was estimated to be \$410,815.

The design for Phase 2 is now 95% complete and the project's estimated cost is \$2,002,132. This is above the original estimate of \$971,500.

During the MAG closeout process, the City applied for and received additional funding in the amount of \$600,000 for construction. This brings the total federal contribution to \$1,440,685, leaving approximately \$561,447 for City funding match.

DISCUSSION:

Dysart Road from Van Buren Street to MC85 (Western Ave) is currently a 4 thru-lane plus center turn lane roadway and is not striped for bicyclists. In addition, sidewalk facilities on the east and west sides are discontinuous and in some areas, non-existent. With limited right-of-way and the existing overhead utility poles, there are several locations where sidewalks exist but are not ADA

compliant. The vast majority of driveways are not ADA compliant.

Phase 1 of the project is under construction (not inclusive of this IGA) and includes the following improvements:

- Burying of the overhead electric on the east side
- CenturyLink and Cox Communication improvements through a joint trench partnership
- Improving the corridor's aesthetic appearance
- Improvements to electrical power service reliability
- Street lighting

Phase 2 of the project, supported in part by the IGA, will provide the following pedestrian and bicycle improvements:

- Continuous ADA compliant sidewalks on both sides of Dysart Road within the project limits
- New ADA compliant driveways at all the existing entrances
- ADA compliant ramps at all curb returns
- Landscape area behind the existing curb and gutter
- Pedestrian lighting
- A striped bike lane on each side of Dysart Road
- Sidewalk and bicycle connectivity and increased safety

Amendment No. 1 to the IGA identifies the amended State and City contributions for Phase 2 of the project.

BUDGET IMPACT:

Funding for this project in the amount of \$561,447 is available in CIP One-Time Project Fund Line Item 322-1345-00-8420, Dysart Road Bike and Pedestrian Facilities, Van Buren Street to MC85.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution authorizing Amendment No. One to the Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the administration of the construction of the Dysart Road Pedestrian and Bicycle Path Improvements Project in the City's estimated cost share amount of \$561,447, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

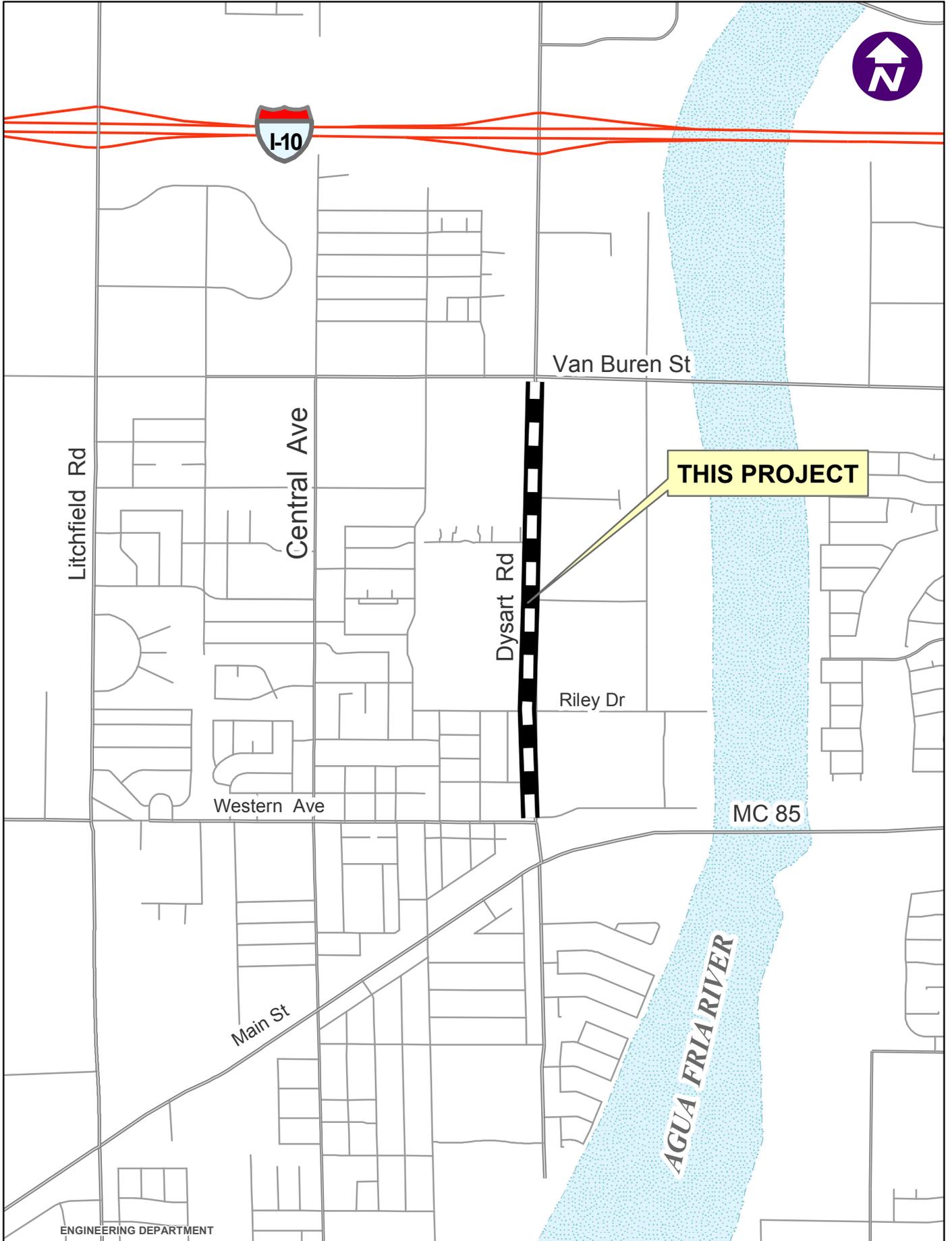
ATTACHMENTS:

Description

[Project Vicinity Map](#)

[Resolution 3249-515](#)

VICINITY MAP



**Dysart Road
Van Buren St to Western Ave**

RESOLUTION NO. 3249-515

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE DESIGN AND CONSTRUCTION OF THE DYSART ROAD PEDESTRIAN AND BICYCLE PATH IMPROVEMENT PROJECT.

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

SECTION 1. Amendment No. One to the Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the administration of the design and construction of a pedestrian and bicycle path along both sides of Dysart Road from Van Buren Street to MC-85 (the “Amendment”) is hereby approved substantially in the form and substance 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 Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 4, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3249-515

[Amendment]

See following pages.

ADOT File No.: IGA/ JPA 14-0004234-I
Amendment No. One: 15-0005108-I
AG Contract No.:P001 2014001309
Project:, Pedestrian/Byicycle Path
Improvements
Section: Dystart Road: Van Buren Street to
MC-85
Federal-aid No.: AVN-0(219)T
ADOT Project No.: SZ144 01C
TIP/STIP No.: AVN16-402
**CFDA No.: 20 .205 – Highway Planning and
Construction**
Budget Source Item No.: NA

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), entered into this date _____, 2015, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its CITY COUNCIL (the “City”). The City and State are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 14-0004234-I, A.G. Contract No. P00120140001309, was executed on June 5. 2014, (the “Original Agreement”).

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. One is to increase the total Project construction cost estimate. The Parties desire to amend the Original Agreement, as follows:

I. RECI TALS

Section I. Paragraph 7. is revised, as follows:

7. The federal funds will be used for construction of the Project. The estimated Project construction costs are revised, as follows:

SZ144 01D ADOT Project Management Design Review (PMDR) costs:

City Estimated PMDR Costs @100%	\$ 30,000.00
Subtotal – Estimated Design and PMDR costs*	\$ 30,000.00

SZ144 01C (construction):

Federal-aid funds @ 94.3%	\$ 1,440,685.00
City’s contribution @ 5.7%	\$ 87,083.00
City’s contribution @100%	<u>\$ 444,364.00</u>
Subtotal –Construction	\$ 1,972,132.00

Summary:

Total Estimated City Funds	\$ 561,447.00
Total Federal Funds	<u>\$ 1,440,685.00</u>
Estimated TOTAL Project Costs**	\$ 2,002,132.00

* (Included in the City Estimated Funds)
** (Includes 15% CE and 5% Project contingencies)

II. SCOPE OF WORK

Section II. 1. Paragraph d., is revised as follows:

1. The State will:

d. Upon completion of design and prior to bid advertisement, invoice the City for the City’s share of the Project construction costs, currently estimated at **\$561,447.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

Section II. 2. Paragraph e., is revised as follows:

2. The City will:

e. Upon completion of design, and within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay the State, the City’s Project construction costs, currently estimated at **\$561,447.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the Original Agreement, remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that this Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA
Department of Transportation

By _____
KENNETH N. WEISE
Mayor

By _____
STEVE BOSCHEN, P.E.
ITD Division Director

ATTEST:

By _____
CARMEN MARTINEZ
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City of Avondale, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2015.

City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Arizona 52nd Legislature Wrap Up and League of Arizona Cities & Towns Resolutions

MEETING DATE:

5/4/2015

TO: Mayor and Council**FROM:** Jessica Blazina, Community Relations and Public Affairs Assistant Director (623) 333-1612**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff will provide a legislative wrap up of key bills heard during the 2015 State Legislature 52nd Legislature – First Regular Session and information on the League of Arizona Cities & Towns Annual Resolution Process. Resolutions will be adopted at the League's Annual Conference August 18 – 21, 2015. This item is for information, discussion and possible direction.

BACKGROUND:

The 2015 52nd Regular session adjourned sine die on Friday, April 3rd after 81 days in session. During this time, the Legislature introduced 1,252 Bills, Memorials, and Resolutions. Of those introduced, 324 bills became law and 36 Memorials and Resolutions were passed, while 20 bills were vetoed by the Governor.

The League of Arizona Cities & Towns annually adopts Resolutions that become the foundation for the Municipal Policy Statement for the next legislative session. Resolutions are discussed and voted on at the Annual Conference in August.

DISCUSSION:

This Session the Arizona Legislature considered a broad spectrum of issues ultimately sending 344 bills to Governor Ducey to act upon.

State Budget

The Legislature sent the Governor a \$9.1 billion budget in early March. The impact to cities and towns is \$10.9 million in the form of a fee-for-service to the Department of Revenue.

Legislation

SB1241: auxiliary containers; regulation; prohibition. This bill prohibits cities and towns from imposing a tax, fee, assessment, charge or return deposit or regulating the sale, use or disposition of auxiliary containers (plastic bags). This bill was signed by the Governor.

SB1300: law enforcement body cameras; committee. This bill establishes a study committee to make recommendations on policies and laws on the use of law enforcement body camera recordings. The Committee is required to report to the Governor and Legislature by December 31,

2015. This bill was signed by the Governor.

HB2254: municipal tax exemption; residential lease. This bill would have prohibited municipalities from taxing residential rental properties. This bill was retained on the House Committee of the Whole Calendar.

HB2570: municipalities; vegetation requirements; prohibition. This bill would have prohibited municipalities from placing restrictions on property owners regarding the installation or removal of vegetation. This bill failed to receive a Third Reading in the House.

HB2320: firearms; permit holders; public places. This bill removed the misconduct involving weapons charge for those possessing a concealed carry weapons permit possessing a weapon in a public building or at a public event. This bill failed in Senate Committee of the Whole.

Resolutions

The Resolutions process is an opportunity for cities and towns to present ideas for adoption into the League's Municipal Statement.

The League has created Policy Committees to vet proposed resolutions and forwards the Committee recommendations to the full Resolutions Committee. Policy Committees include:

- Budget, Finance and Economic Development
- General Administration, Human Resources and Elections
- Neighborhoods, Quality of Life, and Sustainability
- Public Safety, Military Affairs, and Courts
- Transportation, Infrastructure, and Public Works

Vice Mayor Karlin has submitted a request to serve on the Neighborhoods, Quality of Life and Sustainability Committee, while Mayor Weise will represent Avondale at the Full Resolutions Committee.

BUDGET IMPACT:

There are no budgetary impacts.

RECOMMENDATION:

For information, discussion, and direction only.



CITY COUNCIL AGENDA

SUBJECT:

Options to Reduce Development Fees to Help Spur Development

MEETING DATE:

5/4/2015

TO: Mayor and Council**FROM:** Kevin Artz, Assistant City Manager (623) 333-1013**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

To present Council with staff's analysis of options to reduce development fees, in an effort to help spur residential, commercial and economic development.

BACKGROUND:

On May 19, 2014, Council approved resolution 3189-514, which adopted the City's 2014 development fees. The development fees, which are based upon the City's land use assumptions and infrastructure improvement plan, were adopted at the maximum justifiable fee, in the amount of \$17,707 (single family residential with a ¾ inch water meter).

Historically, the City of Avondale has implemented the maximum justifiable fee (development fee studies done in 1998, 2002, and 2006). The theory behind implementing the maximum justifiable fee is that new growth pays for the full share of capital projects that are required, as a result of the new growth.

For example, today the City's water reclamation facility is adequately sized for the current demand of the residents currently living in Avondale. Without additional growth, the City would not need to expand the facility. However, as the City grows and new homes are built, the water reclamation facility will have to be expanded to accommodate additional flows into the plant. When development fees are implemented at the maximum, the new residents (growth) are paying for the full cost of the expansion. Conversely, if fees are implemented below the maximum, growth will pay for a portion of the expansion cost through development fees, and current residents are paying a portion of the expansion costs through taxes or utility fees.

Starting with the economic downturn in 2007, the City has experienced a significant reduction in new housing starts. The table below illustrates the housing starts since FY 2004:

	Net Residential Permits
FY 2003-04	1,965
FY 2004-05	1,846

Non Residential Permits	
FY 2005-06	1,194
FY 2006-07	844
FY 2007-08	195
FY 2008-09	71
FY 2009-10	117
FY 2010-11	21
FY 2011-12	11
FY 2012-13	25
FY 2013-14	51
FY 2014-15 to-date	44

The development community has consistently stated that the amount of the City's development fees are a significant factor when considering whether to build new homes in Avondale. Market experts have indicated that if the City's fees were competitive with other valley communities, Avondale would experience additional growth in residential development, which typically leads to additional commercial growth.

The following table is a survey of valley communities and their development fee amounts:

Glendale - East 101	\$8,650
Glendale - West 101	\$10,621
Peoria - Central	\$11,584
Surprise - SPA 1	\$12,595
Goodyear - Gila to Pecos	\$12,652
Buckeye - North	\$13,169
Goodyear - North	\$13,680
Goodyear - South to Gila	\$14,021
Avondale - 20% reduction	\$14,166
Buckeye - Central North	\$14,187
Surprise - SPA 3,5	\$15,873
Surprise - SPA 2,4,6	\$16,192
Peoria - North	\$17,616
Avondale - Current	\$17,707
Buckeye - Central East	\$17,998
Gilbert	\$18,071
Chandler	\$20,329
Buckeye - Central West	\$26,131

At the Council goal setting session in January 2015, staff was directed to present options to Council that may help spur residential and commercial growth.

DISCUSSION:

Staff has evaluated an across the board 20% reduction on the City's development fees. For a single family home with a ¾ inch meter, a 20% reduction would total \$3,541, and would reduce the fee to \$14,166. Commercial development is assessed a development fee based on the square footage of the building, the type of use and the size of the water meter. As there is not a standard development fee amount for each commercial project, the dollar impact of a 20% fee reduction will be different for each project.

Any reduction to the development fee assessed by the City will require another local revenue source to be identified to offset the reduction of the development fee. Again, using the water reclamation facility as an example, the proposed FY 2015-16 capital improvement plan includes a \$45M expansion projected to begin in FY17-18 and is fully funded with development fees (the actual expansion will commence when growth actually occurs). If the City reduces development fees by 20%, the City will have to identify a revenue source and fund 20% or \$9.0M of the expansion. This would be true for each of the City's development fee funded projects (i.e., streets, water, parks, public safety, etc.).

If a reduction of the fee is incorporated and if the reduction does spur new additional residential development, the City would begin to see additional revenue in the form of permit revenue and construction sales tax.

Staff estimates that an additional \$3,500-\$4,000 would be generated in building permits and construction sales tax per new home. A portion of the additional permit and construction tax revenue generated could be used to fund the City's portion of growth related capital projects, as a result of the reduction of the development fees. A portion of the additional revenue would also need to cover potential operating impacts to the Development Services Department in the form of new staff or contracted services.

Although in the short-term it appears that the increase in permits and taxes would fully offset a 20% reduction in development fees, historically (when development fees have been at the maximum justifiable) the building permit and construction sales tax revenue has been used to pay for maintenance of city infrastructure (parks, streets, etc.) and to fund non-growth related capital projects (central avenue). Therefore, if the maximum development fee is not charged, over the long-term the City will face challenges funding maintenance and non-growth related projects.

Options

Staff has identified three potential options 1) leave the development fee amount at the maximum and wait for development, 2) adopt a resolution reducing the development fee amount to a fixed amount, or 3) adopt a resolution creating an "economic incentive fund".

If Council would like to proceed with reducing the City's development fee in an effort to spur residential and commercial development, staff proposes the creation of an "economic incentive fund" over simply reducing the fee amount.

Under this concept, the City would adopt a resolution creating (appropriating) an economic incentive fund that would be used to pay a portion (in this case 20%) of all development fees. This would be very similar to the structure of the infill incentive program. The incentive fund would be replenished from the additional building permit and construction sales tax revenue the following year.

Benefits of the economic incentive fund versus simply reducing the development fee include:

- The infrastructure improvement plan and capital improvement plan would not have to be amended and go through the extensive and time consuming public participation process
- If a future Council wanted to eliminate the program, the Council would not have to go through the process of “raising” fees, instead, the Council could simply eliminate the incentive program
- It would simplify the tracking of the cost of reducing the development fees and allow Council the opportunity to review the program each budget year
- A reduction of the fee would result in the City likely needing to make it retroactive to August 1, 2014, and require the City to reimburse approximately \$300,000 in development fees collected to date. With the incentive fund, staff does not believe the reimbursement would be required

Staff would propose creating the fund in the amount of \$2.0M for FY 2015-16. A fund of \$2.0M would accommodate 450 new homes (\$1.6M) and leave approximately \$400,000 for commercial development. The fund would be created from fund balance in the General Fund. Any unspent funds could be carried over to the next year. Each year the fund would be evaluated during the budget process.

RECOMMENDATION:

If the Council wishes to reduce development fees in order to attract more homes and subsequent economic development, staff recommends Council direction to create an “economic incentive fund” that would be used to pay a portion of all development fees and create an incentive for new residential and commercial development.