



MUNICIPAL OFFICE COMPLEX  
8401 W. MONROE STREET  
PEORIA, AZ 85345

**CITY COUNCIL REGULAR MEETING  
NOTICE & AGENDA  
Tuesday, February 07, 2012  
7:00 PM  
CITY COUNCIL CHAMBER**

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**CITY COUNCIL:**

Mayor

Bob Barrett

Palo Verde District

Ron Aames, Vice Mayor

Acacia District

Tony Rivero

Ironwood District

Dave Pearson

Mesquite District

Cathy Carlat

Pine District

Carlo Leone

Willow District

Joan Evans

City Manager

Carl Swenson

**CONVENE:**

**PLEDGE:**

**ROLL CALL:**

**FINAL CALL TO SUBMIT SPEAKER REQUEST  
FORMS:**

**CONSENT AGENDA**

**CONSENT AGENDA:** All items listed with "C" are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

**CONSENT – New Business:**

**1C Disposition of Absence**

Discussion and possible action to excuse the absence of Councilmember Carlo Leone from the Study Session held at 5:00 p.m. and the Regular City Council Meeting held at 7:00 p.m. on January 17, 2012.

**2C Minutes**

Discussion and possible action to approve the minutes of:

January 3, 2012 Special Meeting and Study Session  
January 3, 2012 Regular Meeting

**3C Appointment, Boards and Commissions**

Discussion and possible action to approve the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following reappointments and adopt the Resolutions as presented:

Adopt **RES. 2012-09** reappointing Michael Bellard, as a regular member to the Building Board of Appeals, for a term to expire December 2015,

Adopt **RES. 2012-10** reappointing Priscilla Cook, as a regular member to the Historic Preservation Commission, for a term to expire December 2015,

Adopt **RES. 2012-11** reappointing Leonard Spraker, as a regular member to the Municipal Development Authority, for a term to expire November 2015,

Adopt **RES. 2012-12** reappointing Leigh Strickman, as a regular member to the Planning and Zoning Commission, for a term to expire December 2015; and

Adopt **RES. 2012-13** reappointing Reed Webber, as a regular member to the Veterans Memorial Board, for a term to expire December 2015.

**4C Initial Zoning, Lake Pleasant Parkway and Pinnacle Peak Road**

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2012-04** establishing initial zoning of Suburban Ranch (SR-43) on approximately 2.49 acres recently annexed privately-owned land from Maricopa County generally located north of the intersection of Lake Pleasant Parkway and Pinnacle Peak Road.

**5C Grant Application, Bureau of Reclamation WaterSMART, Water and Energy Efficiency Grant**

Discussion and possible action to adopt **RES. 2012-16** approving the application for a U.S. Department of Interior, Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant.

**6C Intergovernmental Agreement, City of Glendale, Regional Metropolitan Medical Response System**

Discussion and possible action to approve an intergovernmental agreement with the City of Glendale to accept a trailer as part of the mission of the Regional Metropolitan Medical Response System to share resources in strengthening the regional response capabilities to transport mass casualty and shelter resources in the event of a disaster.

**7C Second Partial Assignment and Assumption, Annexation Agreement and Consent, City of Peoria, The Larry Company, LLC, Peoria Peaks, LLC, and Johnson Bank**

Discussion and possible action to authorize a Second Partial Assignment and Assumption of Annexation Agreement and Consent between City of Peoria, The Larry Company, LLC, Peoria Peaks, LLC, and Johnson Bank for four parcels located northwest of Jomax and Dysart Roads.

**8C Fiscal Year 2012 Second Quarter Budget Amendments**

Discussion and possible action to approve Second Quarter Budget Amendments for Fiscal Year 2012.

**9C Right-of-Way Easement, Arizona Public Service, Truck Road Reliever, Rose Garden Lane and 111th Avenue**

Discussion and possible action to adopt **RES. 2012-15** authorizing the execution of a Right-of-Way Easement to Arizona Public Service for the relocation and maintenance of an overhead utility line associated with the construction of the Truck Road Reliever Project.

**10C Acceptance and Subsequent Land Donation, Downtown Peoria Residential Lot, 11619 N. 80th Avenue**

Discussion and possible action to adopt **RES. 2012-14** authorizing the acceptance of a vacant lot in downtown Peoria at 11619 N. 80th Avenue from Wells Fargo Bank and further authorize the offering of the property to a non-profit through a Materials Management Solicitation of Interest.

**11C Authorize Expenditure, Ironwood Council District Funds**

Discussion and possible action to authorize an expenditure of up to \$45,000 in Ironwood Council District Funds to support the City's "P83 Party" special event.

## REGULAR AGENDA

### NEW BUSINESS

#### **12R PUBLIC HEARING - Liquor Licenses, Various Locations**

**PUBLIC HEARING:** RE: (a) A New Wine and Beer Liquor License (Series 10) for Arco AM/PM, located at 9102 W. Peoria Avenue, Mohamed Sweillam, Applicant, LL#20004487; and (b) a Person and Location Transfer for an Off-Sale All Liquor License (Series 09) for CVS/Pharmacy #07115, located at 7530 W. Cactus Road, Jason B. Morris, Applicant, LL#10003803.

Staff Report:  
Open Public Hearing:  
Public Comment:  
Close Public Hearing:

**COUNCIL ACTION:** Discussion and possible action to recommend approval to the State Liquor Board for (a) a New Wine and Beer Liquor License (Series 10) for Arco AM/PM, located at 9102 W. Peoria Avenue, Mohamed Sweillam, Applicant, LL#20004487; and (b) a Person and Location Transfer for an Off-Sale All Liquor License (Series 09) for CVS/Pharmacy #07115, located at 7530 W. Cactus Road, Jason B. Morris, Applicant, LL#10003803.

#### **13R PUBLIC HEARING - Code Amendment, Chapter 14, Administrative Regulations, Temporary Use Permits**

**PUBLIC HEARING:** RE: An amendment to Chapter 14 of the Peoria City Code (1977 Edition) to modify temporary use permit regulations.

Staff Report:  
Open Public Hearing:  
Public Comment:  
Close Public Hearing:

**COUNCIL ACTION:** Discussion and possible action to adopt **ORD. 2012-05** amending Chapter 14 of the Peoria City Code (1977 Edition), amending Article 14-39-11 pertaining to temporary use permit regulations.

**14R Exclusive Negotiating Agreement, Emerald Yard LLC, Rovey Industrial Park**

Discussion and possible action to authorize the City Manager to enter into an Exclusive Negotiating Agreement with Emerald Yard, LLC for the development of the Rovey Industrial Park in southern Peoria.

**15R Exclusive Negotiating Agreement, Osage West, LLC, Peoria Eighty Three (P83) Mixed-Use Redevelopment Project**

Discussion and possible action to authorize the City Manager to enter into a 365-day extension to the Exclusive Negotiating Agreement with Osage West, LLC on the Peoria Eighty Three (P83) Mixed-Use Redevelopment Project.

**16R Council Policy 1-10, City Council Subcommittees**

Discussion and possible action to reconsider Council Policy 1-10 as adopted on September 20, 2011 as it pertains to subcommittees and revert back to Committee Policy prior to September 20, 2011.

**CALL TO THE PUBLIC: (NON-AGENDA ITEMS)**

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

**Reports from the City Manager:**

1. Council Calendar
2. Reports with Presentation
  - a. "P83 Party"
3. Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)
  - a. Council Subcommittee Update
  - b. Peoria NOW Newsletter

**Reports from City Council:**

**Reports from the Mayor:**

**ADJOURNMENT**

**NOTE:** Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 8401 W. Monroe Street, Room 150, Peoria, AZ 85345.

***Accommodations for Individuals with Disabilities.*** *Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Room 150, Peoria, Arizona 85345 (623)773-7340, TDD (623)773-7221, or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.*

**PUBLIC NOTICE:**

*In addition to the City Council members noted above, one or more members of the City of Peoria Boards and Commissions may be present to observe the City Council meeting as noticed on this agenda.*

**MINUTES OF THE PEORIA CITY COUNCIL**  
CITY OF PEORIA, ARIZONA  
PINE ROOM, CITY HALL  
January 3, 2012

A **Special Meeting and Study Session** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:00 p.m.

**Members Present:** Mayor Bob Barrett; Vice Mayor Cathy Carlat; Councilmembers Ron Aames, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

**Members Absent:** None

**Other Municipal Officials Present:** Carl Swenson, City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Katie Gregory, Interim Management and Budget Director; Stacy Irvine, Interim Fire Chief; Bo Larsen, Public Information Manager; Claudia Luján, Interim Human Resources Director; Bill Mattingly, Public Works and Utilities Director; Brent Mattingly, Finance Director; Bob Sanders, Deputy Police Chief; Jeff Tyne, Interim Community Services Director; Corina Russo, Assistant to the City Manager; Linda Blas; Deputy City Clerk; Brian Biesemeyer, Barry Houg, and Howell Lindsay.

**Audience:** Approximately five members of the public were present.

**Note:** The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

## **CONSENT AGENDA**

**CONSENT AGENDA:** All items listed with a "C" are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Motion was made by Councilmember Aames, seconded by Vice Mayor Carlat, to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

### **1C Authorization to Hold an Executive Session**

**Pursuant to A.R.S. § 38-431.03:** Authorized the holding of an Executive Session for the purpose of:

- a) Consultation with the City's attorneys concerning the City's position in discussions with the Seattle Mariners and San Diego Padres regarding contract renewals for the use of the Peoria Sports Complex, pursuant to A.R.S. § 38-431.03(A)(4).

- b) Discussion and consultation with the City's attorneys regarding claims of Jane Doe X, Jane Doe Y and Jane Doe Z v. City of Peoria, pursuant to A.R.S. § 38-431.03(A)(4).

## **STUDY SESSION AGENDA**

### **Subjects for Discussion Only:**

1. City Council Interaction with Director/Deputy City Manager Position Finalists

Carl Swenson, City Manager, gave a brief overview of a proposed administrative policy that would provide Council greater interaction with finalists for vacant Deputy City Manager and Director positions.

2. City of Peoria's Water, Wastewater, and Reclaimed Water Rates for FY2013-FY2016

Susan Thorpe, Deputy City Manager, outlined the agenda for the presentation related to proposed rates for the City's Water, Wastewater and Reclaimed Water systems for Fiscal Year 2013-2016.

Brian Biesemeyer, Deputy Utilities Director, reviewed water and wastewater operations, water resources and conservation programs, and water and wastewater environmental programs. Mr. Biesemeyer discussed the major cost drivers and cost reduction and operational efficiency efforts related to water and wastewater operating budgets.

Katie Gregory, Interim Management and Budget Director, discussed the rate analysis and recommended rate adjustments for water, wastewater and reclaimed water for Fiscal Years 2013-2016. Ms. Gregory recapped the recent history pertaining to water and wastewater rates, rate planning objectives, reclaimed water, and non-potable water. Ms. Gregory provided comparisons of residential water, wastewater, and solid waste bills for other Valley cities.

Discussion ensued regarding proposed increases to water and wastewater rates, debt coverage requirement related to revenue bond ratings, cost of service, and mitigating rate increases.

Staff was directed to provide additional information to Council pertaining to proposed water, wastewater, and reclaimed water rates at the Study Session scheduled for January 17, 2012 including:

- "Net Zero" Considerations
- Sales Tax on Water Services
- Considerations for AAA Bond Rating
- Percent for the Arts Contribution on all Water and Wastewater Capital Projects
- Value of Water Resources

- Debt Coverage Ratios
- Phase-In Option for Reclaimed Water Rate Adjustment
- Water and Wastewater Fund Prioritized Reductions and Impacts

**CALL TO THE PUBLIC: (NON-AGENDA ITEMS)**

None.

**ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 6:16 p.m.

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Bob Barrett, Mayor

ATTEST:

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Wanda Nelson, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting and Study Session of the City Council of Peoria, Arizona held on the 3<sup>rd</sup> day of January, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 7<sup>th</sup> day of February, 2012.

(Seal)

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Wanda Nelson, City Clerk

**MINUTES OF THE PEORIA CITY COUNCIL**  
CITY OF PEORIA, ARIZONA  
COUNCIL CHAMBER  
January 3, 2012

A **Regular Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 7:00 p.m.

Following a moment of silent reflection, Councilmember Aames led the Pledge of Allegiance.

**Members Present:** Mayor Bob Barrett; Vice Mayor Cathy Carlat; Councilmembers Ron Aames, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

**Members Absent:** None

**Other Municipal Officials Present:** Carl Swenson, City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Stacy Irvine, Interim Fire Chief; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Claudia Luján, Interim Human Resources Director; Bill Mattingly, Public Works and Utilities Director; Bob Sanders, Deputy Police Chief; Jeff Tyne, Interim Community Services Director; Linda Blas, Deputy City Clerk.

**Audience:** Approximately 20 members of the public were present.

**Note:** The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

**PRESENTATION:**

1. Presentation by the Peoria Sunset Lion's Club on Christmas for the Troops

Rachelle Barrett addressed Council regarding the success of the "Christmas for the Troops" Program. Mrs. Barrett presented certificates of appreciation to members of the Council and Carl Swenson, City Manager, for support of the program.

2. Presentation by the President of Glendale Community College

Dr. Irene Kovalla, newly-appointed President of Glendale Community College, reported on the college's green sustainability efforts, accreditation, and increased population of Hispanic students and veterans.

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Mayor Barrett asked if any Councilmember wished to have an item removed from the Consent Agenda.

Councilmember Rivero requested that Agenda Item 4C be removed for separate discussion.

Motion was made by Councilmember Leone, seconded by Councilmember Evans, to approve the Consent Agenda with the exception of Agenda Item 4C. Upon vote, the motion carried unanimously 7 to 0.

**CONSENT – New Business:**

**1C Minutes**

Approved the following:

Special Meeting and Study Session Minutes - December 6, 2011  
Regular Meeting Minutes - December 6, 2011  
Special Meeting Minutes - December 12, 2011

**2C Annexation, Lake Pleasant Parkway and Mariposa Grande Lane**

ORDINANCE NO. 2012-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PEORIA OF MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF PEORIA, AND PROVIDING FOR SEVERABILITY.

Adopted **ORD. 2012-01** approving the annexation of approximately 1.23 acres of privately-owned property located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane (ANX 11-0002).

**3C Initial Zoning, Lake Pleasant Parkway and Mariposa Grande Lane**

ORDINANCE NO 2012-02

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ESTABLISHING INITIAL ZONING ON PROPERTY FROM MARICOPA COUNTY RURAL-43 ZONING DISTRICT TO CITY OF PEORIA SR-43 ZONING DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

Concurred with the Planning and Zoning Commission's recommendation and adopted **ORD. 2012-02** establishing initial zoning of Suburban Ranch (SR-43) on approximately 1.23 acres recently annexed privately-owned land from Maricopa County generally located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane.

**Clerk's Note: Agenda Item 4C was heard at the end of the Consent Agenda**

**4C Intergovernmental Agreement, State of Arizona, Department of Transportation, Grand Avenue Landscaping, Loop 101 to 71st Avenue**

Dan Nissen, Assistant City Engineer, summarized the terms of the Intergovernmental Agreement and provided an overview of proposed landscaping and improvements along Grand Avenue from the Loop 101 to 71<sup>st</sup> Avenue.

Motion was made by Councilmember Aames, seconded by Councilmember Leone, to approve an Intergovernmental Agreement with the Arizona Department of Transportation for the design, construction, and maintenance obligations related to proposed landscaping, sidewalks, street lighting, pedestrian lighting, and decorative wrought iron fencing improvements along Grand Avenue from Loop 101 to 71st Avenue.

Upon vote, the motion carried unanimously 7 to 0.

**5C Intergovernmental Agreement, Maricopa County Flood Control District, Glendale-Peoria Area Drainage Master Plan and Maryvale Area Drainage Master Plan Update**

- (a) Approved an Intergovernmental Agreement with the Flood Control District of Maricopa County (FCDMC) to update and merge the Glendale-Peoria Area Drainage Master Plan and the Maryvale Area Drainage Master Plan and develop and incorporate Peoria's own Storm Drain Master Plan; and
- (b) Accepted FCDMC funds in the amount of \$400,000; and (c) approve a budget transfer in the amount of \$400,000 from the 2010 General Obligation Bonds Fund, Contingency Account to the Outside Sources Fund, Other Professional Services Account to establish budget authority for the Flood Control District's share of the project costs.

**6C Right-of-Way Acquisition, Truck Road Reliever, 111th Avenue Alignment, Rose Garden Lane and Pinnacle Peak Road**

RESOLUTION NO. 2012-04

A RESOLUTION OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA DECLARING A PUBLIC NEED AND NECESSITY AND A PUBLIC USE; AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO ACQUIRE ON BEHALF OF THE CITY OF PEORIA THROUGH DONATION, OUTRIGHT PURCHASE OR UNDER THE POWER OF EMINENT DOMAIN FOR PUBLIC PURPOSES OF ALL INTEREST IN CERTAIN DESCRIBED REAL PROPERTY IN THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, IN ORDER FOR THE CITY TO PROPERLY AND ADEQUATELY IMPROVE AND DEVELOP A TRUCK ROUTE RELIEVER ROAD AT THE 111<sup>TH</sup> AVENUE ALIGNMENT BETWEEN ROSE GARDEN LANE AND PINNACLE PEAK ROAD AS A MATTER OF PUBLIC NEED AND NECESSITY; REFERENCING TITLE 12 OF STATE LAW CONCERNING THE EXERCISE OF EMINENT DOMAIN FOR PUBLIC ROADS, STREETS, AND PUBLIC SAFETY PURPOSES; STATING THE CONCLUSION OF THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT THAT THE ACQUISITION IS IN CONFORMITY WITH THE ADOPTED GENERAL PLAN; AS A MATTER OF PUBLIC NEED AND NECESSITY AND DECLARING AN EMERGENCY.

Adopted **RES. 2012-04** authorizing the acquisition of property on the proposed truck road reliever to accommodate the construction of the road, by donation, outright purchase or the exercise of the power of eminent domain and declaring an emergency.

**7C Public Reclaimed Water Line Easement, Community Park 2, 83rd Avenue and Olive Avenue**

RESOLUTION NO. 2012-03

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A RECLAIMED WATER LINE EASEMENT TO THE PUBLIC FOR A RECLAIMED WATER LINE RELATED TO THE DEVELOPMENT OF COMMUNITY PARK 2 AT THE SOUTHEAST CORNER OF 83<sup>RD</sup> AND OLIVE AVENUES.

Adopted **RES. 2012-03** authorizing the execution of a Public Reclaimed Water Line Easement for the installation and maintenance of a reclaimed water line within Community Park 2, located at the southeast corner of 83rd Avenue and Olive Avenue.

**8C Replat, Vistancia North Phase III Parcel F1 Phase 1, Vistancia Boulevard and Westland Road**

Approved a Replat of Vistancia North Phase III Parcel F1 Phase 1, located at Vistancia Boulevard and Westland Road, subject to stipulations.

## **REGULAR AGENDA**

### **NEW BUSINESS**

**9R PUBLIC HEARING - Liquor License, Cibola Vista Resort and Spa, 27501 North Lake Pleasant Road**

**Staff Report/Public Comment:**

Wanda Nelson, City Clerk, reported that the properties were posted in accordance with Arizona law, all fees were paid, all reviewing Departments recommended approval, and no comments were received from the public.

**PUBLIC HEARING:**

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request for a New On-Sale Hotel/Motel Liquor License (Series 11) for Cibola Vista Resort and Spa, located at 27501 North Lake Pleasant Road, Andrea D. Lewkowitz, Applicant, LL#10003552.

Having no requests from the public to address this item, Mayor Barrett declared the Public Hearing closed.

**COUNCIL ACTION:**

Motion was made by Vice Mayor Carlat, seconded by Councilmember Aames, to recommend approval to the State Liquor Board for a New On-Sale Hotel/Motel Liquor License (Series 11) for Cibola Vista Resort and Spa, located at 27501 North Lake Pleasant Road, Andrea D. Lewkowitz, Applicant, LL#10003552.

Upon vote, the motion carried unanimously 7 to 0.

**10R PUBLIC HEARING - General Plan Amendment, Land Use Map, Chateau Sous Le Soliel, Lake Pleasant Parkway and Mariposa Grande Lane**

RESOLUTION NO. 2012-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE MAP OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

**Staff Report/Public Comment:**

Chris Jacques, Planning and Community Development Director, reported on the request for a minor amendment to the General Plan Land Use Map for approximately 4.8 acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane from Residential Estate (0-2 du/ac, target: 1 du/ac) to Residential Medium (5-8 du/ac, target: 6 du/ac.)

**PUBLIC HEARING:**

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request for a minor amendment to the General Plan Land Use Map for approximately 4.8 acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane from Residential Estate (0-2 du/ac, target: 1 du/ac) to Residential Medium (5-8 du/ac, target: 6 du/ac.)

Having no requests from the public to address this item, Mayor Barrett declared the Public Hearing closed.

**COUNCIL ACTION:**

Motion was made by Vice Mayor Carlat, seconded by Councilmember Aames, to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2012-05** approving an amendment to the General Plan Land Use Map for approximately 4.8 acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane from Residential Estate (0-2 du/ac, target: 1 du/ac) to Residential Medium (5-8 du/ac, target: 6 du/ac). (GPA11-0014)

Upon vote, the motion carried unanimously 7 to 0.

**11R PUBLIC HEARING - Rezoning, Chateau Sous Le Soliel, Lake Pleasant Parkway and Mariposa Grande Lane**

ORDINANCE NO 2012-03

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA REZONING CERTAIN PROPERTY FROM SUBURBAN RANCH (SR-43) TO THE CHATEAU SOUS LE SOLIEL PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

**Staff Report/Public Comment:**

Chris Jacques, Planning and Community Development Director, reported on the request to rezone approximately 4.8 gross acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane from Suburban Ranch (SR-43) to Chateau Sous Le Soliel Planned Area Development.

**PUBLIC HEARING:**

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to rezone approximately 4.8 gross acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane from Suburban Ranch (SR-43) to Chateau Sous Le Soliel Planned Area Development.

Having no requests from the public to address this item, Mayor Barrett declared the Public Hearing closed.

**COUNCIL ACTION:**

Motion was made by Councilmember Evans, seconded by Councilmember Leone, to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2012-03** rezoning approximately 4.8 gross acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane from Suburban Ranch (SR-43) to Chateau Sous Le Soliel Planned Area Development (Z11-0003).

Upon vote, the motion carried unanimously 7 to 0.

**Clerk's Note: Agenda Items 12R, 13R, and 14R were presented together.**

**12R Intergovernmental Agreement, City of Glendale, Landfill Disposal Services**

Maher Hazine, Deputy Public Works Director, provided background on the solid waste program. Mr. Hazine summarized the agreements for landfill disposal services, processing recyclable materials, and solid waste disposal.

Discussion ensued regarding competitive bidding, contract terms, tipping fees, and commodity pricing.

Denette Dunn urged Council to explore options regarding commodity pricing and public-private partnerships.

Will Herzog, representing Hudson Baylor Corporation, contract operator for the City of Phoenix, addressed Council concerning commodity pricing and blended rates for recyclable materials. Mr. Herzog advised Council to be sure blended rates are being calculated in the same manner when financial comparisons are being reviewed.

Motion was made by Councilmember Evans, seconded by Councilmember Pearson, to approve an Intergovernmental Agreement with the City of Glendale for Landfill Disposal Services.

Upon vote, the motion carried unanimously 7 to 0.

**13R Intergovernmental Agreement, City of Phoenix, Processing Recyclable Materials**

Motion was made by Councilmember Aames, seconded by Councilmember Leone, to approve an Intergovernmental Agreement with the City of Phoenix for processing recyclable materials.

Upon vote, the motion carried unanimously 7 to 0.

**14R Contract, Waste Management of Arizona, Solid Waste Disposal and Processing Recyclable Materials**

Motion was made by Councilmember Evans, seconded by Councilmember Rivero, to direct staff to renegotiate the contract with Waste Management of Arizona for solid waste disposal and processing recyclable materials.

Upon vote, the motion carried unanimously 7 to 0.

**15R Historic Preservation Master Plan**

RESOLUTION NO. 2012-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA APPROVING AND ADOPTING THE 2012 HISTORIC PRESERVATION MASTER PLAN.

Melissa Sigmund, Planner, provided background on the historic preservation program, including program accomplishments and features of the updated plan.

Motion was made by Vice Mayor Carlat, seconded by Councilmember Rivero, to approve and adopt **RES. 2012-02** establishing the updated Historic Preservation Master Plan as the guiding document for the City's historic preservation program.

Upon vote, the motion carried unanimously 7 to 0.

**16R City Council 2012 Meeting Schedule**

RESOLUTION NO. 2012-01

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, ADOPTING THE PROPOSED CITY COUNCIL MEETING SCHEDULE OF REGULAR MEETINGS, SPECIAL MEETINGS AND STUDY SESSION FOR THE CALENDAR YEAR 2012 AS ESTABLISHED AND REQUIRED BY ARTICLE II, SECTION 14 OF THE CHARTER OF THE CITY OF PEORIA, ARIZONA AND BY SECTION 2-16 OF THE PEORIA CITY CODE.

Wanda Nelson, City Clerk, reported on the proposed City Council 2012 Meeting Schedule.

Motion was made by Councilmember Pearson, seconded by Councilmember Rivero, to adopt **RES. 2012-01** approving the City Council meeting schedule of regular meetings, special meetings and study sessions for the 2012 calendar year.

Upon vote, the motion carried unanimously 7 to 0.

**17R Election of Vice Mayor**

- (a) Motion was made by Councilmember Aames, seconded by Councilmember Pearson, to establish the length of term for Vice Mayor as one year.

Upon vote, the motion carried unanimously 7 to 0.

- (b) Councilmember Leone nominated Councilmember Aames to the position of Vice Mayor.

Councilmember Carlat nominated Councilmember Evans to the position of Vice Mayor.

The Council voted by secret ballot. City Attorney, Steve Kemp and City Clerk, Wanda Nelson recessed to count the votes.

Mayor Barrett announced that Councilmember Ron Aames had been selected to serve as Vice Mayor for the City of Peoria by a vote of 4 to 3.

**18R Election of Mayor Pro Tem**

- (a) Motion was made by Councilmember Rivero, seconded by Councilmember Leone, to establish the length of term for Mayor Pro Tem as one year.

Upon vote, the motion carried unanimously 7 to 0.

- (b) Councilmember Aames nominated Councilmember Rivero to the position of Mayor Pro Tem to serve during the absence of both the Mayor and Vice Mayor.

Councilmember Evans nominated Councilmember Carlat to the position of Mayor Pro Tem to serve during the absence of both the Mayor and Vice Mayor.

The Council voted by secret ballot. City Attorney, Steve Kemp and City Clerk, Wanda Nelson recessed to count the votes.

Mayor Barrett announced that Councilmember Rivero had been selected to serve as Mayor Pro Tem for the City of Peoria by a vote of 4 to 3.

**CALL TO THE PUBLIC: (NON-AGENDA ITEMS)**

None.

**Reports from the City Manager:**

1. Council Calendar
2. Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)

Carl Swenson, City Manager, informed Council that their Agenda packet contains information related to the following items:

- a. January Development Forum
- b. Summary of the 2nd Annual PACE (Positive Action thru Civic Engagement) Conference
- c. Council Subcommittee Update
- d. Palo Verde Ruins National Register Listing
- e. Regional Transit Jurisdictional Equity

### **Reports from City Council:**

Councilmember Leone congratulated Vice Mayor Aames for his selection as the City's new Vice Mayor and Councilmember Rivero for his selection as Mayor Pro Tem. Councilmember Leone reported on the various City of Peoria activities he attended and reminded citizens that the Lighthouse Church distributes food to those in need on the first Thursday of each month.

Vice Mayor Aames expressed his wishes for a Happy New Year. Vice Mayor Aames reported on the various activities and events he attended and invited citizens to attend the unveiling of the Ridgemere neighborhood entry sign at 75<sup>th</sup> Avenue and Surrey Avenue on Friday, January 6<sup>th</sup> at 5:30 p.m.

Councilmember Rivero discussed his attendance at the First Parent Night Out at Ira Murphy Elementary School on December 15<sup>th</sup>. Councilmember Rivero reported that it was a good opportunity for the City of Peoria, the school district, and the school to collaborate on the event.

Councilmember Pearson thanked Councilmember Carlat for serving as Vice Mayor in 2011. Councilmember Pearson extended his congratulations to Vice Mayor Aames for being selected the new Vice Mayor and Councilmember Rivero as Mayor Pro Tem.

Councilmember Evans reported on recent events hosted by the Challenger Space Center that included attendance by STS-131 Space Shuttle Discovery astronauts and the Honeywell Aerospace finals competition designed for students from Arizona schools to enhance their knowledge of space exploration and technology.

Councilmember Carlat informed that the Council District Map recently approved by the Department of Justice is in effect. Councilmember Carlat thanked all of the constituents who no longer reside in the Mesquite District for their support during the past seven years.

### **Reports from the Mayor:**

Mayor Barrett informed he had accepted an invitation to be a member of the Flinn Foundation Bioscience Steering Subcommittee. Mayor Barrett advised he would be speaking at a briefing for State legislators as Chairman of the Arizona Water Users Association on behalf of all the cities at 9:00 a.m. on January 4<sup>th</sup> at the State Legislature.

**ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 9:11 p.m.

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Bob Barrett, Mayor

ATTEST:

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Wanda Nelson, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Regular Meeting of the City Council of Peoria, Arizona held on the 3<sup>rd</sup> day of January, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 7<sup>th</sup> day of February, 2012.

(Seal)

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Wanda Nelson, City Clerk

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 3C

**Date Prepared: January 23, 2012**

**Council Meeting Date: February 7, 2012**

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**TO:** Carl Swenson, City Manager  
**FROM:** Wanda Nelson, CMC, City Clerk  
**THROUGH:** Susan K. Thorpe, Deputy City Manager  
**SUBJECT:** Boards and Commissions Reappointments

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**Purpose:**

This is a request for City Council to reappoint the following Board and Commission members as follows:

- Michael Bellard as a regular member to the Building Board of Appeals,
- Priscilla Cook as a regular member to the Historic Preservation Commission,
- Leonard Spraker as a regular member to the Municipal Development Authority,
- Leigh Strickman as a regular member to the Planning and Zoning Commission, and
- Reed Webber as a regular member to the Veterans Memorial Board.

**Background/Summary:**

The terms for Michael Bellard, Priscilla Cook, Leonard Spraker, Leigh Strickman, and Reed Webber have expired. All members are eligible and interested in reappointment to their respective Board or Commission. The Council Subcommittee on Policy and Appointments recommends reappointing the referenced Board and Commission members to new four year terms.

**Previous Actions:**

On January 10, 2012, the Council Subcommittee on Policy and Appointments met in the Pine Conference Room and discussed member reappointments to the Building Board of Appeals, Historic Preservation Commission, Municipal Development Authority, Planning and Zoning Commission, and Veterans Memorial Board. The Subcommittee voted to recommend the reappointment of current members as previously referenced in this Council Communication.

On January 11, 2012, a memorandum was submitted to Mayor and Council outlining the recommended reappointments and asking for concerns to be submitted in writing to the Mayor. No comments were received.

**Options:**

**A.** Reappointment of the recommended Board and Commission members.

**B:** Continue recruitment efforts to fill vacancies.

**Staff's Recommendation:**

This is a request for City Council to discuss and approve the recommendations from the Council Subcommittee on Boards and Commissions Appointments pertaining to the following reappointments, and adopt the Resolutions as presented:

Adopt RES. 2012-09 reappointing Michael Bellard, as a regular member to the Building Board of Appeals, for a term to expire December 2015,

Adopt RES. 2012-10 reappointing Priscilla Cook, as a regular member to the Historic Preservation Commission, for a term to expire December 2015,

Adopt RES. 2012-11 reappointing Leonard Spraker, as a regular member to the Municipal Development Authority, for a term to expire November 2015,

Adopt RES. 2012-12 reappointing Leigh Strickman, as a regular member to the Planning and Zoning Commission, for a term to expire December 2015, and

Adopt RES. 2012-13 reappointing Reed Webber, as a regular member to the Veterans Memorial Board, for a term to expire December 2015.

**Fiscal Analysis:**

There is no fiscal impact regarding this item.

**Narrative:**

If appointed, the newly reappointed Board and Commission members will be sent a Certificate of Appointment.

**Exhibit(s):**

**Exhibit 1:** Resolution No. 2012-09

**Exhibit 2:** Resolution No. 2012-10

**Exhibit 3:** Resolution No. 2012-11

**Exhibit 4:** Resolution No. 2012-12

**Exhibit 5:** Resolution No. 2012-13

**Contact Name and Number:** Wanda Nelson, City Clerk, 623-773-7340

RESOLUTION 2012-09

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REAPPOINTING MICHAEL BELLARD TO THE BUILDING BOARD OF APPEALS AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the term of appointment for Michael Bellard on the Building Board of Appeals expired December 2011 and there exists one vacancy; and

WHEREAS Michael Bellard desires to be a member and reappointed to the Building Board of Appeals; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said reappointment of Michael Bellard, as a regular member, to the City of Peoria Building Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Michael Bellard is reappointed, as a regular member, to the City of Peoria Building Board of Appeals.

BE IT FURTHER RESOLVED that said reappointment shall expire as follows:

Michael Bellard

December 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 7<sup>th</sup> day of February 2012.

CITY OF PEORIA, an Arizona municipal corporation

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Bob Barrett, Mayor

RESOLUTION NO. 2012-09  
Page 2 of 2

ATTEST:

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Wanda Nelson, City Clerk

Approved as to Form:

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Stephen M. Kemp, City Attorney

RESOLUTION 2012-10

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REAPPOINTING PRISCILLA COOK TO THE HISTORIC PRESERVATION COMMISSION AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the term of appointment for Priscilla Cook on the Historic Preservation Commission expired December 2011 and there exists one vacancy; and

WHEREAS Priscilla Cook desires to be a member and reappointed to the Historic Preservation Commission; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said reappointment of Priscilla Cook, as a regular member, to the City of Peoria Historic Preservation Commission.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Priscilla Cook is reappointed, as a regular member, to the City of Peoria Historic Preservation Commission.

BE IT FURTHER RESOLVED that said reappointment shall expire as follows:

Priscilla Cook

December 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 7<sup>th</sup> day of February 2012.

CITY OF PEORIA, an Arizona municipal corporation

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Bob Barrett, Mayor

RESOLUTION NO. 2012-10  
Page 2 of 2

ATTEST:

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Wanda Nelson, City Clerk

Approved as to Form:

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Stephen M. Kemp, City Attorney

RESOLUTION 2012-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REAPPOINTING LEONARD SPRAKER TO THE MUNICIPAL DEVELOPMENT AUTHORITY AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the term of appointment for Leonard Spraker on the Municipal Development Authority expired November 2011 and there exists one vacancy; and

WHEREAS Leonard Spraker desires to be a member and reappointed to the Municipal Development Authority; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said reappointment of Leonard Spraker, as a regular member, to the City of Peoria Municipal Development Authority.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Leonard Spraker is reappointed, as a regular member, to the City of Peoria Municipal Development Authority.

BE IT FURTHER RESOLVED that said reappointment shall expire as follows:

Leonard Spraker

November 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 7<sup>th</sup> day of February 2012.

CITY OF PEORIA, an Arizona municipal corporation

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Bob Barrett, Mayor

RESOLUTION NO. 2012-11  
Page 2 of 2

ATTEST:

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Wanda Nelson, City Clerk

Approved as to Form:

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Stephen M. Kemp, City Attorney

RESOLUTION 2012-12

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REAPPOINTING LEIGH STRICKMAN TO THE PLANNING AND ZONING COMMISSION AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the term of appointment for Leigh Strickman on the Planning and Zoning Commission expired December 2011 and there exists one vacancy; and

WHEREAS Leigh Strickman desires to be a member and reappointed to the Planning and Zoning Commission; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said reappointment of Leigh Strickman, as a regular member, to the City of Peoria Planning and Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Leigh Strickman is reappointed, as a regular member, to the City of Peoria Planning and Zoning Commission.

BE IT FURTHER RESOLVED that said reappointment shall expire as follows:

Leigh Strickman

December 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 7<sup>th</sup> day of February 2012.

CITY OF PEORIA, an Arizona municipal corporation

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Bob Barrett, Mayor

RESOLUTION NO. 2012-12  
Page 2 of 2

ATTEST:

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Wanda Nelson, City Clerk

Approved as to Form:

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Stephen M. Kemp, City Attorney

RESOLUTION 2012-13

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REAPPOINTING REED WEBBER TO THE VETERANS MEMORIAL BOARD AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the term of appointment for Reed Webber on the Veterans Memorial Board expired December 2011 and there exists one vacancy; and

WHEREAS Reed Webber desires to be a member and reappointed to the Veterans Memorial Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said reappointment of Reed Webber, as a regular member, to the City of Peoria Veterans Memorial Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Reed Webber is reappointed, as a regular member, to the City of Peoria Veterans Memorial Board.

BE IT FURTHER RESOLVED that said reappointment shall expire as follows:

Reed Webber

December 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 7<sup>th</sup> day of February 2012.

CITY OF PEORIA, an Arizona municipal corporation

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Bob Barrett, Mayor

RESOLUTION NO. 2012-13  
Page 2 of 2

ATTEST:

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Wanda Nelson, City Clerk

Approved as to Form:

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Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 4C

**Date Prepared: December 20, 2011**

**Council Meeting Date: February 7, 2012**

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**TO:** Carl Swenson, City Manager

**FROM:** Chris Jacques, AICP, Planning and Community Development Director

**THROUGH:** Susan J. Daluddung, AICP, Deputy City Manager

**SUBJECT:** Z11-0006 – Initial Zoning Lake Pleasant Parkway / Pinnacle Peak Road

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**Purpose:**

This is a request for City Council to consider establishing initial zoning on a recently annexed 2.49 acre property generally located north of the intersection of Pinnacle Peak Road and Lake Pleasant Parkway. This request will change the zoning on the property from Maricopa County Rural-43 to City of Peoria Suburban Ranch (SR-43), pursuant to state annexation statutes.

**Background/Summary:**

Pursuant to A.R.S. §9-471.D and Section 14-4-3 of the Peoria City Code, the City must begin the process of assigning City zoning to the annexed property within six (6) months following the official adoption of the annexation.

Per State Statute, the initial corresponding zoning shall not permit densities and uses more intense than those permitted by the County prior to the annexation. The property is currently zoned Maricopa County Rural-43, which retains a suburban/rural, one-acre lot minimum character. The closest City of Peoria zoning category to the Maricopa County Rural-43 zoning district is City of Peoria Suburban Ranch, SR-43. This request is consistent with the State Statute.

**Previous Actions:**

A public hearing was held for this item at the December 15, 2011 Planning and Zoning Commission Meeting.

**Options:**

- A:** Approve as recommended by Staff and the Planning & Zoning Commission; or
- B:** Approve with modifications; or
- C:** Deny; or

- D:** Continue action to a date certain or indefinitely; or
- E:** Remand to the Planning & Zoning Commission for further consideration.

**Staff's Recommendation:**

Staff recommends the City Council concur with the Planning & Zoning Commission's December 15, 2011 recommendation to approve Case Z11-0006.

**Fiscal Analysis:**

This request is not expected to have immediate budgetary impacts to the City.

**Narrative:**

No additional entitlement requests are being proposed or anticipated at this time.

**Exhibit(s):**

**Exhibit 1:** December 15, 2011 Planning and Zoning Commission Staff Report with Exhibits

**Exhibit 2:** Draft Ordinance

**Contact Name and Number:** Ed Boik, Planner, x 7565



# REZONING

# EXHIBIT 1

## REPORT TO THE PLANNING AND ZONING COMMISSION

**CASE NUMBER:** Z 11-0006  
**DATE:** December 15, 2011  
**AGENDA ITEM:** 5R

**Applicant:** City of Peoria

**Request:** Establish initial zoning for approximately 2.49 gross acres of recently annexed property from Maricopa County Rural-43 District to City of Peoria Suburban Ranch (SR-43) District pursuant to state annexation statutes.

**Proposed Development:** None. The rezoning is required by state statute following annexation.

**Location:** The site is generally located north of the intersection of Pinnacle Peak Road and Lake Pleasant Parkway (Assessor Parcel Numbers 201-08-051G and 201-08-050J).

**Site Acreage:** 2.49 gross acres

**Support / Opposition:** As of the date of this printing, staff has not received any public comment in support or opposition to this proposal.

**Recommendation:** **Approve**

## AREA CONTEXT

*Table 1: Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)*

	LAND USE	GENERAL PLAN	ZONING
<b>Subject Property</b>	Vacant	<b>Estate Residential (0-2 du/ac, target 1 du/ac)</b>	<b>Rural-43, Maricopa County</b>
North	Vacant	Estate Residential (0-2 du/ac, target 1 du/ac)	Rural-43, Maricopa County
South	Vacant	Estate Residential (0-2 du/ac, target 1 du/ac)	C-2, Intermediate Commercial
East	Vacant	Estate Residential (0-2 du/ac, target 1 du/ac)	SR-43, Suburban Ranch
West	Vacant	Estate Residential (0-2 du/ac, target 1 du/ac)	SR-43 Suburban Ranch

### *Annexation and Case History*

1. The site was annexed into the City in September 2011 (Case ANX10-0270). No other case history is applicable to the subject area.

## **PROJECT DESCRIPTION**

### *Site and Project Details*

2. The subject area is 2.49 gross acres composed of two parcels located on either side of Lake Pleasant Parkway north of the Pinnacle Peak Road intersection.
3. The properties are vacant and there are no proposals for development.

## **DISCUSSION AND ANALYSIS**

4. Pursuant to A.R.S. §9-471.D and Section 14-4-3 of the Peoria City Code, the City must begin the process of assigning City zoning to the annexed property within six (6) months following the official adoption of the annexation.
5. Per State Statute, the initial corresponding zoning shall not permit densities and uses more intense than those permitted by the County prior to the annexation. The closest City of Peoria zoning category to the Maricopa County Rural-43 zoning district is City of Peoria Suburban Ranch, SR-43. This request is consistent with the State Statute.

### *Public Notice*

6. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted on November 30, 2011 with a sign meeting the size and content requirements prescribed by the Planning Division.

## **FINDINGS AND RECOMMENDATION**

7. Based on the following findings:
  - The initial zoning request is mandated by the State Laws on annexation of properties into a municipal jurisdiction.
  - The proposed initial zoning of Peoria's SR-43 district is similar in density and uses as permitted by Maricopa County's Rural-43 District.
  - The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan.

It is recommended that the Planning and Zoning Commission take the following action:

**Recommend to the City Council approval of Z 11-0006, establishing the initial zoning of property as Peoria SR-43.**

Attachments:

Exhibit A	Vicinity Map
Exhibit B	Zoning Map
Exhibit C	Land Use Map

Prepared by:	Ed Boik Planner
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# Vicinity/Aerial Map

Exhibit A



## Z11-0006 Initial Zoning

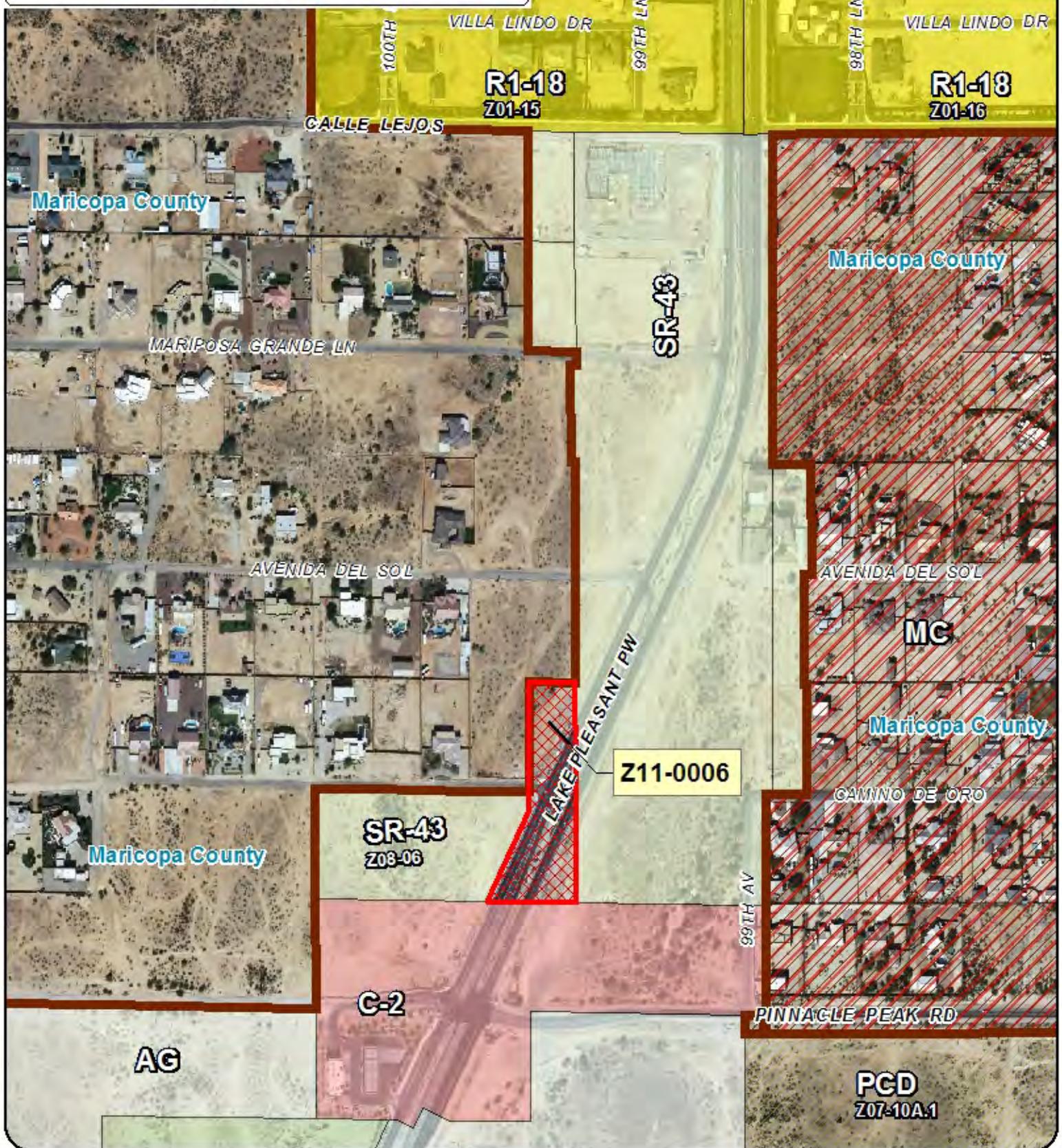
Applicant: City of Peoria

Request: Initial Zoning from Maricopa Rural-43 to Peoria SR-43 District



# Zoning Map

Exhibit B



## Z11-0006 Initial Zoning

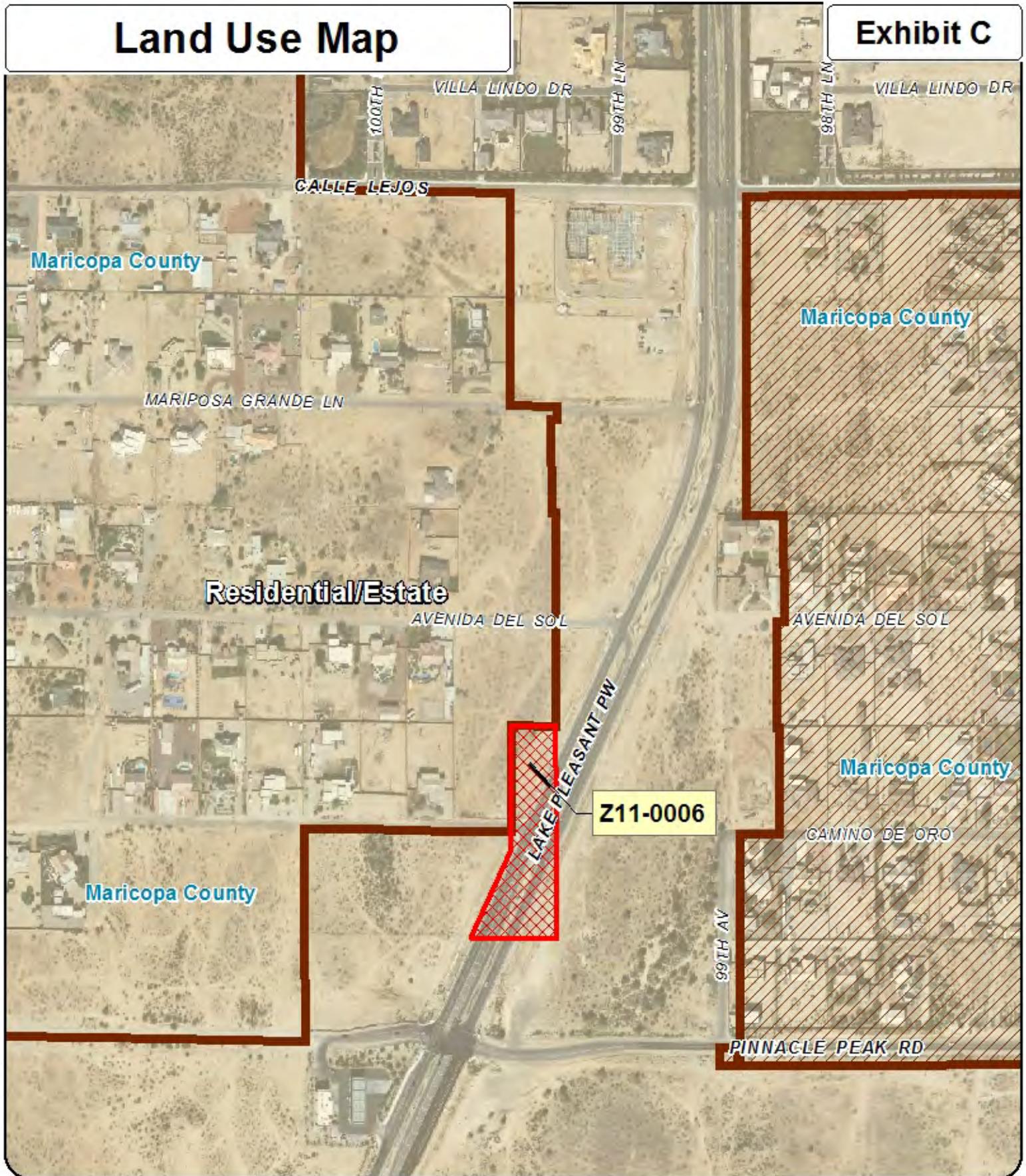
Applicant: City of Peoria

Request: Initial Zoning from Maricopa Rural-43 to Peoria SR-43 District



# Land Use Map

Exhibit C



## Z11-0006 Initial Zoning

Applicant: City of Peoria

Request: Initial Zoning from Maricopa Rural-43 to Peoria SR-43 District



ORDINANCE NO 2012-04

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ESTABLISHING INITIAL ZONING ON PROPERTY FROM MARICOP ACOUNTY RURAL-43 ZONING DISTRICT TO CITY OF PEORIA SR-43 ZONING DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on December 15, 2011 in zoning case Z 11-0006 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for initial city zoning of the subject parcel as described below from Maricopa County Rural-43 zoning district to City of Peoria SR-43 zoning district as provided in Section 14-19 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on November 25, 2011; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the initial zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. A number of parcels of land in Peoria, Maricopa County, Arizona, which are more accurately described in Exhibit A to this Ordinance, are hereby initially zoned from Maricopa County Rural-43 zoning district to City of Peoria SR-43 zoning district.

SECTION 2. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as better defined in the corresponding City zoning map as shown as Exhibit B and the Legal Description as shown on Exhibit A.

SECTION 3: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 7<sup>th</sup> day of February, 2012.

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Bob Barrett, Mayor

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Date Signed

ATTEST:

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Wanda Nelson, City Clerk

APPROVED AS TO FORM:

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Stephen M. Kemp, City Attorney

Published in: Peoria Times Publication Dates: February 10 and 17, 2012

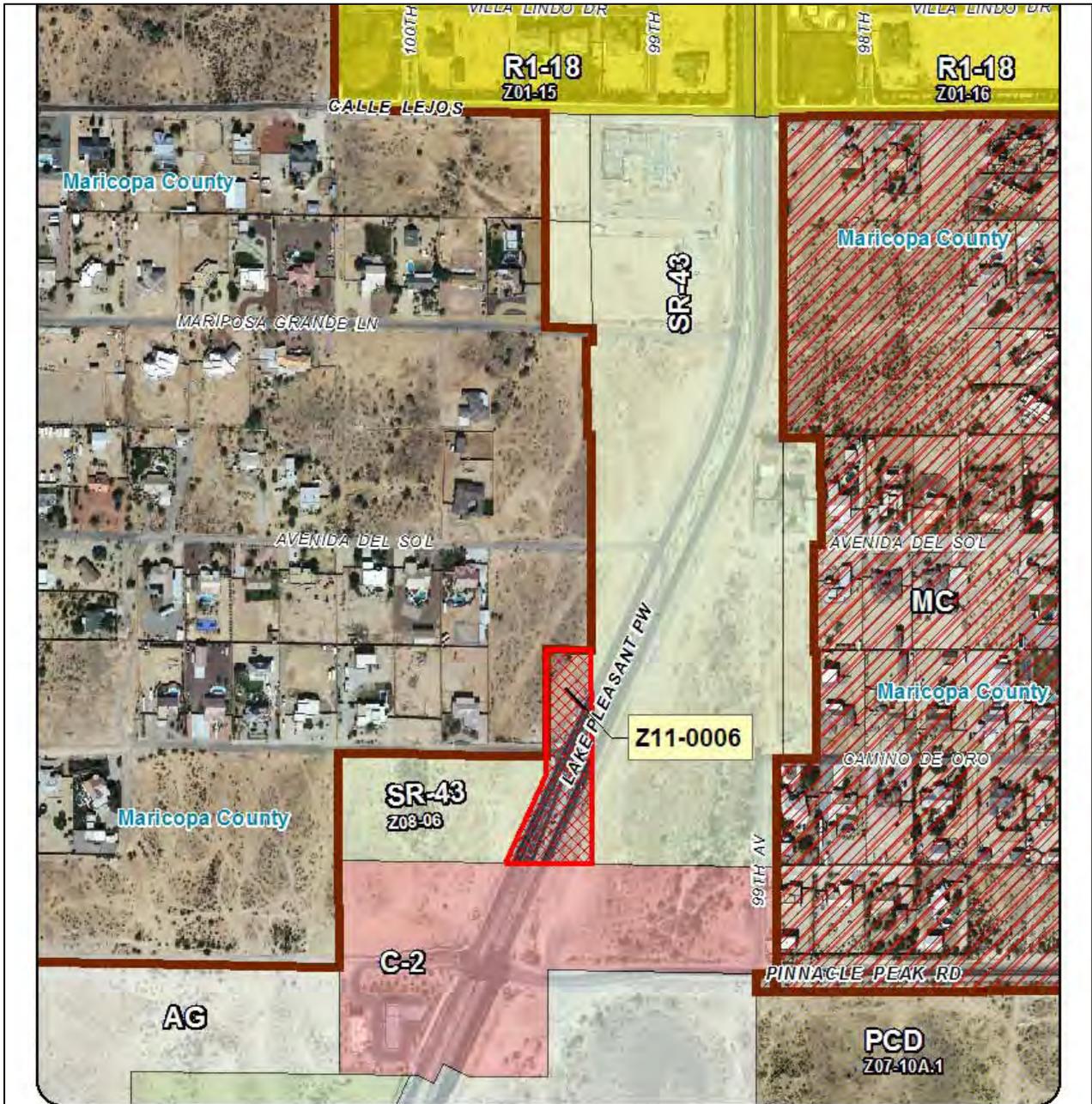
Effective Date: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

CONTAINING 108,627 SQUARE FEET OR 2.49 ACRES OF LAND, MORE OR LESS, EXCEPT ANY PORTION THAT HAS HERETOFORE BEEN ANNEXED BY THE CITY OF PEORIA.

THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS N 89°06'47" W FOR THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AS DETERMINED BY INFORMATION SHOWN ON THE 2ND AMENDED PLSS SUBDIVISION RECORD OF SURVEY—MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY RECORDED IN BOOK 1023, PAGE 15, MARICOPA COUNTY RECORDS.

### EXHIBIT B MAP



#### Z11-0006 Initial Zoning

Applicant: City of Peoria

Request: Initial Zoning from Maricopa Rural-43 to Peoria SR-43 District

N



Not to Scale

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: January 24, 2012

Council Meeting Date: February 7, 2012

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**TO:** Carl Swenson, City Manager  
**FROM:** William Mattingly, Public Works – Utilities Director  
**THROUGH:** Susan K. Thorpe, Deputy City Manager  
**SUBJECT:** Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grants for 2012

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**Purpose:**

Discussion and possible action to authorize the following item:

Resolution No. 2012-16: to authorize the applicant for a U.S. Department of Interior, Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grants for 2012

**Background/Summary:**

The Bureau of Reclamation is funding the WaterSMART: Water and Energy Efficiency Grants for 2012. The Public Works-Utilities Department has identified two (2) inter-related capital improvement projects, UT00310 and UT00313, that meet the grant criteria of increasing water use efficiency and conservation by creating a unique opportunity to both recharge reclaimed water from the Butler Drive Water Reclamation Facility (“WRF”) as well as utilize reclaimed water for non-potable needs in historic downtown Peoria, thereby conserving potable water. The grant application projects consist of design and construction of 4,500 linear feet of pipeline and a 100,000 gallon reservoir with associated booster 4.5 mgd (5041 AF/yr) pump station to distribute pressurized A+ reclaimed water flow to multiple facilities.

The potential total of federal grant funding that may be received for these projects is \$1,169,031. The Department of the Interior is scheduled to announce grant recipients as early as March 2012. However, in the interim, City Council approval of a resolution that essentially commits the City’s funding portion up to \$1,231,566, should the City be selected, is required by February 18, 2012 to finalize the City’s application submitted on January 19, 2012. Staff will bring the formal grant agreements for the project back to Council for approval should the City be selected to receive all or part of the grant request.

The total project funding is listed below.

City Funding	<b>\$1,231,566</b>	51 %
BOR Grant	<b><u>\$1,169,031</u></b>	<u>49 %</u>
Total project cost	<b>\$2,400,597</b>	100%

**Previous Actions:**

None.

**Options:**

**A:** The Council could act to approve the resolution to finalize application for a grant from the United States Department of Interior, Bureau of Reclamation in the amount of \$1,169,031 to construct 4,500 linear feet of 12” reclaimed water pipeline and a 100,000 gallon reservoir with a 4.5 MGD booster station to store and distribute reclaimed water.

**B:** The Council could decline to finalize the grant application.

**Staff’s Recommendation:**

Staff recommends that the Mayor and Council approve the resolution to finalize the City’s grant application to obtain \$1,169,031 in funds from the United States Department of Interior, Bureau of Reclamation.

**Fiscal Analysis:**

The proposed FY 2013 Capital Improvement Plan already includes the following projects:

	FY 2013	FY 2014	
UT 00310	\$ 0	\$ 890,746	
UT 00313	\$ 207,536	\$ 1,261,635	
<b>Total</b>	<b>\$ 207,536</b>	<b>\$ 2,152,381</b>	<b>\$2,359,917</b>

Requested in this grant application: **\$1,231,566**

Surplus remaining if grant awarded: **\$1,128,351**

**Narrative:**

Approval of the resolution No. 2012-16 allows the City to formally complete its grant application for \$1,169,031.

**Exhibit:**

**Exhibit 1:** Resolution to authorize the applicant for a U.S. Department of Interior, Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grants for 2012

**Contact Name and Number:**

Robin Bain, Water Resources & Environmental Manager, 623-773-7213

RESOLUTION NO. 2012-16

RESOLUTION OF THE CITY OF PEORIA,  
MARICOPA COUNTY, ARIZONA, APPROVING THE  
APPLICATION FOR THE 2012 WATERSMART:  
WATER AND ENERGY EFFICIENCY GRANT.

WHEREAS, the United States Department of Interior, Bureau of Reclamation under the authority of Section 9504 of the Secure Water Act, Subtitle F of Title IX of the Omnibus Public Land Management Act of 2009, Public Law. 111-11(42 USC 10364) has authorized the establishment of the WaterSMART: Water and Energy Efficiency Grants for 2012 and

WHEREAS, United States Department of Interior, Bureau of Reclamation (Bureau) is responsible for the administration of the program within the Federal Government, setting up necessary rules and procedures governing application by local agencies under the program; and

WHEREAS, said adopted procedures established by the Bureau require the applicant to certify by resolution the approval of applications, signature authorization, the availability of local matching funds, and authorization to sign a Participant Agreement with the Bureau of Reclamation prior to submission of said applications to the BOARD; and

NOW, THEREFORE, BE IT RESOLVED THAT Peoria City Council hereby:

1. Approves the filing of an application for the WaterSMART: Water and Energy Efficiency Grants for 2012 and
2. Certifies that the application is consistent and compatible with all adopted plans and programs of City of Peoria for water marketing and efficiency; and
3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by the Bureau as a part of the application process; and
4. Certifies that the City of Peoria will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application; and

5. Certifies that the City of Peoria has matching funds in the amount of \$1,231,566 from the Capital Improvement Program.
6. Appoints Carl Swenson, City Manager as an agent of the City of Peoria, Arizona to execute and submit all documents including, but not limited to, applications, agreements and amendments.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Peoria, Arizona this 7<sup>th</sup> day of February, 2012.

City of Peoria

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Bob Barrett, Mayor

ATTEST:

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Wanda Nelson, City Clerk

APPROVED AS TO FORM:

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Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: 01/17/2012

Council Meeting Date: 02/07/2012

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**TO:** Carl Swenson, City Manager  
**FROM:** Jim Bratcher, EMS Chief  
**THROUGH:** Stacy Irvine, Interim Fire Chief  
**SUBJECT:** City of Glendale IGA – MMRS Trailer

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**Purpose:**

To request Council approval of an IGA between the City of Peoria and the City of Glendale to accept from Glendale a trailer purchased with Federal Grant funds to help support the Regional Metropolitan Medical Response System (MMRS).

**Background/Summary:**

The Peoria Fire Department has been a support City for the Glendale MMRS system since 2001. Glendale recognized as a MMRS grant City by the Department of Homeland Security. Part of the mission of the MMRS system is to share resources to strengthen the regional response capabilities. Glendale purchased the trailer to support Peoria's ability to transport mass casualty and shelter resources in the event of a disaster.

**Previous Actions:**

The Glendale Fire Department and Peoria Fire Department have been working cooperatively for years to develop compatible and interoperable resources for response to local or regional disasters or mass casualty incidents. The acceptance of the trailer would allow for rapid deployment of already existing supplies and equipment that are currently warehoused and not readily deployable.

**Options:**

**A:** Approve the IGA

**B:** Do not approve the IGA

**Staff's Recommendation:**

The staff respectfully recommends approval of the IGA.

**Fiscal Analysis:**

Peoria would accept ownership, maintenance and indemnification of the trailer. Anticipated maintenance and insurance is expected to be minimal and can be covered with existing budget. Peoria would further agree to make the trailer available for any Federal inspections or audits.

**Narrative:**

The trailer is a 7-foot by 16-foot tandem axle trailer that will be used to transport either existing mass casualty supplies, shelter units or decontamination supplies in support of the Regional MMRS system. The value of the trailer is \$5,582.30. The trailer was purchase by Glendale for Peoria under the 2010 MMRS grant under the Department of Homeland Security.

**Exhibit(s):**

IGA and corresponding exhibits attached.

**Contact Name and Number:**

Stacy Irvine, Interim Fire Chief (623) 773-7380

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CITY OF GLENDALE  
AND  
THE CITY OF PEORIA**

This Intergovernmental Agreement ("Agreement") is made and entered into this \_\_\_\_ of \_\_\_\_\_, 2011, ("Effective Date"), by and between the City of Peoria, a municipal corporation duly organized under the laws of the State of Arizona, and the City of Glendale ("Glendale" or "City of Glendale"), a municipal corporation duly organized and existing under the laws of the State of Arizona. The entities are referred to jointly herein as "Parties" and individually as "Party". This Agreement constitutes the entire understanding and agreement of the Parties.

**RECITALS**

- A. Arizona Revised Statutes (ARS), § 11-951 through § 11-954, provide that public agencies may enter into intergovernmental agreements for the provisions of services or for joint and cooperative action.
- B. Glendale is empowered by Glendale City Charter Section Article 1, Section 3 and A.R.S. 11-952 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
- C. Peoria and Glendale have collaborated to create a West Valley Metropolitan Medical Response System (MMRS) Mass Casualty Response program consisting of a deployable cache of medical equipment and mass decontamination equipment. The program was developed to assist each City in providing large scale medical and hazardous materials response capability within the region, as well as statewide. A goal of this collaboration is to update and purchase a cache of medical equipment and supplies specific to responding to a mass casualty event.
- D. The City of Glendale purchased 2010 Van Trailer (V.I.N. 4HXHC1622BC153019) from Mr. Trailer for use by the Peoria Fire Department as a part of Peoria's MMRS Mass Casualty Response program. A copy of Purchase Order COGAZ-0000018630 is attached hereto as Exhibit A and describes the trailer purchased by Glendale, along with the costs associated with the purchase of this equipment.
- E. The Van Trailer was purchased with the use of funds secured from the 2010 MMRS grant and it was done with the understanding of the Department of Homeland Security and the City of Glendale that trailer purchased would be provided to the City of Peoria for their respective fire department to use as a mass casualty trailer for their mass casualty response program.
- F. The parties desire to enter into this agreement with the understanding that this is the entire agreement and with the understanding that each party will be responsible for the equipment they receive pursuant to this agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, the City of Glendale and the City of Peoria hereby mutually agree as follows:

## AGREEMENT

**1. Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the distribution by the City of Glendale, through the Glendale Fire Department, of certain equipment obtained by the City of Glendale pursuant to the City of Glendale, Materials Management quotation instructions for purchases from \$5,000.00 to \$50,000.00.

**2. Equipment.**

A. Responsibility for and Use of Equipment. Attached hereto is a list of all the equipment that was purchased by Glendale. The following equipment will be transferred to the care, custody and control of the Fire Department of the City of Peoria for the exclusive use of that City's fire department. The City of Glendale maintains no control over said equipment and once the equipment has been transferred to the City of Peoria, any responsibility for said equipment will be solely that of the City of Peoria. The City of Peoria agrees to be responsible for the maintenance and upkeep, including being responsible for the costs associated with any repairs or replacement of the equipment and will deal directly with the manufacturer of said equipment in relation to any repairs, maintenance, and/or replacement of said equipment subject to any of the terms set forth herein. The City of Peoria acknowledges and agrees that the City of Glendale will not be responsible for any maintenance or replacement of, or repairs to the equipment nor will the City of Peoria seek reimbursement for any related costs from the City of Glendale.

The use of the equipment set forth herein shall be in accordance with the terms and conditions set forth in the agreement entered into by the City of Glendale with the Department of Homeland Security, a copy of which is attached hereto as Exhibit B. The City of Peoria agrees to comply with all of the conditions set forth in that agreement.

B. Equipment Inspection. The City of Peoria agrees to make the equipment set forth herein available for equipment monitoring and auditing by state and/or federal authorized representatives of the State and/or Federal Departments of Homeland Security. The parties agree and understand that the City of Glendale will not retake possession of the equipment for any said monitoring and auditing nor will the City of Glendale or any of its employees, agents, departments or any other representative of the City of Glendale be responsible for, or held liable for, conducting any monitoring, auditing or any inspections of any kind of the equipment transferred to the City of Peoria.

C. Disposition of Equipment. Should the City of Peoria determine that it no longer needs said equipment or wants to discontinue use of said equipment, the City of Peoria shall follow the mandates set forth in Exhibit B and request in writing instruction from the Arizona Department of Homeland Security before actual disposition of the property. Any theft,

destruction, or loss of the equipment shall also be reported directly to the Arizona Department of Homeland Security pursuant to the terms of Exhibit B.

D. Notice to Glendale. The City of Peoria recognizes that the City of Glendale Fire Department is keeping a master list of the equipment distributed to all cities solely for tracking purposes. The City of Peoria agrees to notify the City of Glendale Fire Department of any theft, destruction or loss of the equipment set forth herein.

**3. Payment.** There shall be no payment for the equipment received by the City of Peoria under the terms of this agreement. Rather, the City of Glendale has been reimbursed for the cost of the equipment by a grant secured from the Department of Homeland Security.

**4. Transactional Conflict of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Glendale pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

**5. Indemnification.**

A. Indemnification. The City of Peoria shall indemnify, defend, save and hold harmless Glendale, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the use of, the equipment transferred hereunder. This would include any claims related to the failure of the equipment to perform properly.

B. Severability. This section shall survive termination, cancellation, or revocation whether whole or in part, of this Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.R.S. § 12-821.01, in which case this paragraph shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this paragraph survive more than five (5) years from the date of termination, cancellation or revocation of this Agreement.

**6. Warranties and/or Guarantees**

The parties understand that the City of Glendale has not, will not, and is not required to, perform any independent testing of the equipment provided to the City of Peoria under the terms of this Agreement and the City of Glendale in no way provides any warranties or guarantees as to the equipment provided herein. Any warranties or guarantees that may attach to said equipment are limited to those warranties or guarantees provided by the manufacturer of the equipment and which are set forth in the purchase agreement between the City of Glendale and the manufacturer, which is attached hereto as Exhibit A.

**7. Interpretation of Agreement.**

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

B. Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both parties.

C. Construction and Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals contained herein.

D. Waiver. No waiver, whether written or tacit, of any remedy or provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof or a permanent waiver of the provision concerned, unless otherwise stated in writing by the party to be bound thereby.

E. Relationship of the Parties. Neither party shall be deemed to be an employee or agent of the other party to this Agreement.

F. Days. Days shall mean calendar days.

G. Severability. In the event that any provisions of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

8. **Authority**. Glendale and Peoria each represent, warrant and covenant to the other that they have the right to enter into and make this Agreement.

9. **Notices**. Any notice, consent or other communication or modification ("Notice") required or permitted under this Agreement shall be in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the notice shall be deemed to have been given.

*For the City of Peoria:*

Peoria City Fire Department  
EMS Chief  
8401 West Monroe Street  
Peoria, Arizona 85345

Peoria City Attorney's Office  
City Attorney  
8401 West Monroe Street  
Peoria, Arizona 85345

*For the City of Glendale:*

Glendale City Fire Department  
Deputy Chief Special Operations  
5800 West Glenn Drive  
Glendale, Arizona 85301

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF PEORIA, a  
municipal corporation

CITY OF GLENDALE, a  
municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

### APPROVAL OF ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF PEORIA and (ii) as to the City of Peoria only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**APPROVAL OF CITY ATTORNEY**

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF GLENDALE and (ii) as to the City of Glendale only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

# Exhibit A



**City of Glendale, Arizona**  
 MATERIALS MANAGEMENT  
 6829 NORTH 58TH DRIVE, SUITE 202  
 Glendale AZ 85301-2599  
 United States

**Vendor:** 0000031326  
 MR TRAILER SALES INC  
 C/O MASON, LEE  
 4539 W DIANA LN  
 GLENDALE AZ 85302

## Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
COGAZ-0000018630	06/16/2011		1
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination	Standard	
Buyer	Phone	Currency	
Cathy Foland- Materials	623/930-2867	USD	

**Ship To:** WAREHOUSE  
 WAREHOUSE  
 8210 W. MYRTLE AVE.  
 FIELD OPERATIONS CENTER  
 Glendale AZ 85301-2599  
 United States

**Bill To:** Fire Administration  
 5800 W Glenn Drive  
 Suite 350  
 Glendale AZ 85301  
 United States

Tax Exempt? N	Tax Exempt ID:	Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date
1- 1	ENCLOSED CARGO TRAILER- 6x10, 7,000 GVW, TANDEM AXLE, 2-5/16" COUPLER, ELECTRIC BRAKE AXLE Attn: Roxanne Alexander - Fire		1.00 EA	5,582.30	5,582.30 06/30/2011

**Schedule Total** 5,582.30

**Item Total** 5,582.30

For further information, call Cathy Foland, Contract Analyst, at (623) 930-2867, or accounts payable at (623) 930-2480. Purchase Requisition #6133, requisitioner Roxanne Alexander, account #1840-34069-551400.

**PAYMENT TERMS** - Unless otherwise stated, payment terms of NET 30 DAYS shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later.

**GENERAL TERMS & CONDITIONS** - Applicable terms & conditions to this purchase order are available for review and downloading at the city of Glendale's Internet page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing).

**Total PO Amount** 5,582.30

## Exhibit A

MR TRAILER SALES, INC  
 2219 W DEER VALLEY ROAD  
 PHOENIX, AZ 85027

OFFICE 623-582-0604 FAX 623-582-0695

# INVOICE

INVOICE #100  
 DATE: JUNE 28, 2011

**TO:**  
 CITY OF GLENDALE, ARIZONA  
 FIRE ADMINISTRATION  
 5800 W GLENN DRIVE  
 SUITE 350  
 GLENDALE, AZ 85301  
 623-930-4412  
[ralexander@glendaleaz.com](mailto:ralexander@glendaleaz.com)

**SHIP TO:**  
 WAREHOUSE  
 WAREHOUSE  
 6210 W MYRTLE AVE  
 FIELD OPERATIONS CENTER  
 GLENDALE, AZ 85301  
 623-930-2867  
 CATHY FOLAND, CONTRACT ANALYST/ACCTS PAYABLE

**COMMENTS OR SPECIAL INSTRUCTIONS: 7 X 16 ENCLOSED HIWAY CARGO TANDEM AXLE, V-NOSE, ELECTRIC BRAKES ON REAR AXLE, RAMP DOOR, 30" SIDE DOOR W/ BARLOCK, STONE GUARD, ROOF VENT, DOME LIGHT W/WALL SWITCH, 2 5/16" COUPLER, 7000# GVWR**

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
SHARON	COGAZ-0000018630	CITY OF GLENDALE	N/A	N/A	NET 30 DAYS
	PR # 6133	ROXANNE ALEXANDER ACCT#1840-34069- 551400			

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	7 X 16 HIWAY CARGO TANDEM AXLE TRAILER CARSON TRAILER INC (MFG) 2010 YEAR SHIPPING WGT = 2080# TOTAL GVWR- 7000# MODEL# HC162 MAKE: CARSON	5300.00	5100.00
		SUBTOTAL	5100.00
		SALES TAX	474.30
		ENV FEE	8.00
		<b>TOTAL DUE</b>	<b>5582.30</b>

Make all checks payable to [Your Company Name]  
 If you have any questions concerning this invoice, contact [Name, phone, e-mail]

**Thank you for your business!**



Exhibit B

SUBGRANTEE AGREEMENT

10-AZDOHS-HSGP- 777206-02

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

Between

The Arizona Department of Homeland Security
And

City of Glendale Fire Department

Enter the Name of the Subrecipient Agency Above

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

THEREFORE, it is agreed that the AZDOHS shall provide funding to the City of Glendale Fire Department

Enter the Name of the Subrecipient Agency Above

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

I. PURPOSE OF AGREEMENT

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

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

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

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "City of Glendale MMRS Program"

Enter Title of Application

and funded at \$ 307,896.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to \$ 307,896.00 to the subrecipient for services provided under Paragraph III.

Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

## Exhibit B

### V. FISCAL RESPONSIBILITY

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

### VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

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

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

### VII. APPLICABLE FEDERAL REGULATIONS

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

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfrv1\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html).
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/2cfr225\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html). Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

## Exhibit B

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at [http://149.168.212.15/mitigation/Library/44 CFR-Part 13.pdf](http://149.168.212.15/mitigation/Library/44%20CFR-Part%2013.pdf). U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

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

### **NIMSCAST**

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

### **Environmental Planning and Historic Preservation**

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

### **Consultants/Trainers/Training Providers**

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

## Exhibit B

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

### **Contractors/Subcontractors**

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

### **Personnel and Travel Costs**

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

### **Procurement**

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

### **Training**

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

### **Nonsupplanting Agreement**

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

### **E-Verify**

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

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

## Exhibit B

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

### Property Control

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

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

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

### Allowable Costs

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

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

## Exhibit B

### VIII. DEBARMENT CERTIFICATION

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

### IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

### X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

#### a) Programmatic Reports

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

#### b) Quarterly reports are due:

**January 15** (period October 1– December 31)  
**April 15** (period January 1 – March 31)  
**July 15** (period April 1 – June 30)  
**October 15** (period July 1 – September 30)

## Exhibit B

c) **Financial Reimbursements**

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

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

XI. **ASSIGNMENT AND DELEGATION**

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

XII. **AMENDMENTS**

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

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

XIII. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

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

XIV. **AGREEMENT RENEWAL**

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

XV. **RIGHT TO ASSURANCE**

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

XVI. **CANCELLATION FOR CONFLICT OF INTEREST**

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

## Exhibit B

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

### **XVII. THIRD PARTY ANTITRUST VIOLATIONS**

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

### **XVIII. AVAILABILITY OF FUNDS**

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

### **XIX. FORCE MAJEURE**

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

### **XX. PARTIAL INVALIDITY**

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

### **XXI. ARBITRATION**

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

### **XXII. GOVERNING LAW AND CONTRACT INTERPRETATION**

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

## Exhibit B

**XXIII. ENTIRE AGREEMENT**

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

**XXIV. RESTRICTIONS ON LOBBYING**

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

**XXV. LICENSING**

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

**XXVI. NON-DISCRIMINATION**

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

**XXVII. SECTARIAN REQUESTS**

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

**XXVIII. SEVERABILITY**

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

**XXIX. ADVERTISING AND PROMOTION OF AGREEMENT**

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

**XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

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

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

## Exhibit B

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

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

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

### **XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

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

### **XXXII. INDEMNIFICATION**

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

### **XXXIII. TERMINATION**

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

## Exhibit B

**XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

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

**XXXV. PARAGRAPH HEADINGS**

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

**XXXVI. COUNTERPARTS**

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

**XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

**XXXVIII. SPECIAL CONDITIONS**

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

**XXXIX. NOTICES**

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

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

**Exhibit B**

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov)

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

Jannine Wilmoth  
Enter Title, First & Last Name above  
City of Glendale Fire Department  
Enter Agency Name above  
5800 West Glenn Drive, Suite 350  
Enter Street Address  
Glendale, AZ 85301  
Enter City, State, ZIP

**XXXX. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

City of Glendale Fire Department  
Enter Agency Name above  
[Redacted Signature]  
Authorized Signature above  
Mark Burdick, Fire Chief  
Print Name & Title above  
October 18, 2010  
Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security  
[Redacted Signature]  
Gilbert M. Orrantia  
Director  
Date 11/1/10

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

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: 1/24/12

Council Meeting Date: 2/7/12

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**TO:** Honorable Mayor and City Council

**FROM:** Steve Burg, Chief Assistant City Attorney

**THROUGH:** Steve Kemp, City Attorney

**SUBJECT:** Second Partial Assignment and Assumption of Annexation Agreement and Consent for Four Parcels Located Northwest of Jomax and Dysart Roads

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**Purpose:**

This is a request for City Council to approve a Second Partial Assignment and Assumption of Annexation Agreement and Consent between the City, The Larry Company, LLC, Peoria Peaks, LLC, and Johnson Bank.

**Background/Summary:**

On December 6, 2011, the City Council approved a Partial Assignment and Assumption of four parcels of land located in northwest Peoria which had been acquired by Johnson Bank through trustee's sales. Subsequent to Johnson Bank's acquisition of the Assigned Parcels, in December Johnson Bank sold its interests in the property to The Larry Company, LLC and Peoria Peaks, LLC. In connection with its sale of the Assigned Parcels to the buyers and in accordance with Section 6(c) of the Annexation Agreement, Johnson Bank desires to assign to the buyers, and the buyers desire to acquire and assume from Johnson Bank, all rights, titles, and interests in and to, duties, and obligations under the Annexation Agreement and First Partial Assignment in connection with the Assigned Parcels. The City desires to consent to such partial assignment and assumption. This Second Partial Assignment of the same Assigned Parcels requires new City Council authorization.

These assignments involve an Annexation Agreement that the City entered into on June 9, 2010 with the Empire Group and over a dozen other parties concerning the annexation into the City of 640 acres of vacant land located northwest of the intersection of Jomax and Dysart Roads. The four parcels originally owned by Empire Group, then Johnson Bank, and now Larry Company and Peoria Peaks are Numbers 503-52-037A, 503-52-037B, 503-52-037C and 503-52-038E.

Larry Company and Peoria Peaks now seek the consent of the City to assume Johnson Bank's obligations under the Annexation Agreement. Section 6(c) of the Annexation Agreement authorizes such consent if the City chooses to provide it. This again would be a partial

assignment of the Annexation Agreement because six other parcels (covering the bulk of the entire property) were not part of the trustee's sales and remain owned by the same entities. This partial assignment would not impact the other parties' obligations under the Annexation Agreement. Likewise, by accepting this partial assignment, the Larry Company and Peoria Peaks are agreeing to be bound by all of the obligations contained in the Annexation Agreement.

**Previous Actions:**

The City is a party to the Annexation Agreement and the First Partial Assignment. The City Council authorized the City to enter into the First Partial Assignment at a public meeting held December 6, 2011.

**Options:**

**A:** Approve the partial assignment so that the new property owners may proceed to consideration of development of the four parcels.

**B:** Not approve the partial assignment. As Johnson Bank no longer owns the four parcels as the result of a sale to the Larry Company and Peoria Peaks, it would not be worthwhile for the City to attempt to impose the Annexation Agreement conditions on Johnson Bank. Larry Company and Peoria Peaks are the new owners of the parcels and are the appropriate entities to comply with the Annexation Agreement as development occurs.

**Staff's Recommendation:**

Staff recommends that the City Council approve a Second Partial Assignment and Assumption of Annexation Agreement and Consent between the City, The Larry Company, LLC, Peoria Peaks, LLC, and Johnson Bank.

**Fiscal Analysis:**

There is no direct fiscal impact to the City associated with this decision.

**Exhibit(s):**

**Exhibit 1:** Second Partial Assignment and Assumption of Annexation Agreement and Consent between the City, The Larry Company, LLC, Peoria Peaks, LLC, and Johnson Bank.

**Contact Name and Number:** Steve Burg, Chief Assistant City Attorney, 623-773-7330

When recorded, return to:  
City of Peoria, Arizona  
Office of the City Clerk  
8401 West Monroe Street  
Peoria, AZ 85345

## SECOND PARTIAL ASSIGNMENT AND ASSUMPTION OF ANNEXATION AGREEMENT AND CONSENT

THIS SECOND PARTIAL ASSIGNMENT AND ASSUMPTION OF ANNEXATION AGREEMENT AND CONSENT (the "Second Partial Assignment") is dated as of \_\_\_\_\_, 2012 (the "Effective Date"), by and between the **CITY OF PEORIA, ARIZONA**, an Arizona municipal corporation (the "**City**"), **THE LARRY COMPANY, LLC**, an Arizona limited liability company, and **PEORIA PEAKS, L.L.C.**, an Arizona limited liability company (collectively, "**Assignees**") and **JOHNSON BANK**, a banking corporation organized and existing under the laws of the State of Wisconsin, (referred to herein as "**Assignor**") (City, Assignees, and Assignor also are known as a "**Party**" or collectively as the "**Parties**").

### RECITALS

A. As the owner of certain parcels of real property commonly identified by Maricopa County Assessor's Office Parcel Numbers 503-52-037A, 503-52-037B, 503-52-037C and 503-52-038E, and legally described on **Exhibit "A"** to this Second Partial Assignment (the "Assigned Parcels") Assignor holds certain rights, title and interests in and to, and duties and obligations under that certain Annexation Agreement, dated June 9, 2010, and recorded on June 9, 2010, as Document No. 20100487559, official records of Maricopa County, Arizona (the "Annexation Agreement"), relating to the real property legally described on **Exhibit "B"** to this Second Partial Assignment (the "Property"), pursuant to that certain Partial Assignment and Assumption of Annexation Agreement and Consent, dated December 20, 2011, and recorded January 24, 2012, as Document No. 2012-0057252, official records of Maricopa County, Arizona (the "First Partial Assignment").

B. The City is a party to the Annexation Agreement and the First Partial Assignment. The Peoria City Council authorized the City to enter into the First Partial Assignment at a public meeting held on December 6, 2011.

C. Subsequent to the Assignor's acquisition of the Assigned Parcels in 2011, Assignor decided to sell its interests in the Assigned Parcels to Assignees. In connection with its sale of the Assigned Parcels to Assignees and in accordance with Section 6(c) of the Annexation Agreement, Assignor desires to assign to Assignees, and Assignees desire to acquire and assume from Assignor, all of

Assignor's right, title and interest in and to, and duties and obligations under, the Annexation Agreement and First Partial Assignment in connection with the Assigned Parcels, on the terms and conditions set forth herein, and the City desires to consent to such partial assignment and assumption. This Second Partial Assignment of the same Assigned Parcels required new Peoria City Council authorization at a public meeting held on February 7, 2012.

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

1. Assignment. Assignor hereby grants, conveys, and assigns unto Assignees all of Assignor's right, title, and interest in and to, and duties and obligations under, the Assigned Parcels in the Annexation Agreement, subject, however, to the provisions of the Annexation Agreement. Assignor shall indemnify, defend, and hold Assignees harmless for, from and against any and all actions, suits, proceedings and claims, and all costs and expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees), arising out of or relating to the Annexation Agreement, and which occurred or are alleged to have occurred prior to the Effective Date.

2. Assumption. Assignees hereby assume all of Assignor's duties, responsibilities, liabilities, and obligations relating to the Assigned Parcels set forth in the Annexation Agreement and agree to perform and observe all of Assignor's covenants, responsibilities, and conditions contained in the Annexation Agreement relating to the Assigned Parcels. Assignees further covenant and agree to indemnify, defend and hold Assignor harmless for, from and against any and all actions, suits, proceedings and claims, and all costs and expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees), arising out of or relating to the Annexation Agreement, and which occur or are alleged to have occurred after the Effective Date.

3. Representations, Warranties and Covenants of Assignees. Assignees represent and warrant that Assignees are entities that are seeking a buyer who will perform the development of the Assigned Parcels, that Assignees are proposing that such development will have the quality described in the Zoning Application, that Assignees while they own the Assigned Parcels will remain adequately capitalized to complete the Owner obligations for the Assigned Parcels under the Annexation Agreement, and that Assignees have an equal or greater ability (in terms of financial strength and experience) to perform under this Agreement as Assignor. Assignees represent and warrant to the City, each on behalf only of itself, that they have carefully and fully analyzed the provisions of the Annexation Agreement, and that Assignees are able to and intent on accomplishing fully the duties thereunder relating to the Assigned Parcels without amendment or delay.

4. Breach of this Agreement. The parties hereto acknowledge and agree that any breach of this Second Partial Assignment or any representation,

warranty or covenant contained herein, shall constitute a breach of the Annexation Agreement.

5. Consent. In accordance with the terms of 6(c) of the Annexation Agreement, City hereby consents to the assignment by Assignor of its obligations under the Annexation Agreement relating to the Assigned Parcels and the assumption by Assignees of such obligations and hereby releases Assignor from all further liability or obligation under the Annexation Agreement relating to the Assigned Parcels. Hereafter, all obligations of Assignor under the Annexation Agreement relating to the Assigned Parcels shall be the responsibility of Assignees for so long as this Second Partial Assignment is not in breach.

6. Binding Effect; No Impact on Non-Assigned Parcels. This Second Partial Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. This Second Partial Assignment is limited to the Assigned Parcels and shall not modify or impact in any way the the Assignor's and the City's obligations pertaining to the other six parcels within the Property (the "Non-Assigned Parcels"). All of the provisions in the Annexation Agreement as applied to the Non-Assigned Parcels shall remain in full force and effect.

7. Choice of Law. This Second Partial Assignment shall be construed in accordance with the laws of the State of Arizona.

8. Counterparts. This Second Partial Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

9. New Notice Addresses. In place of the Owner notice address contained in the Annexation Agreement, all Owner notices relating to the Assigned Parcels under the Annexation Agreement hereafter should be delivered to the following addresses:

Assignees: The Larry Company, LLC  
Peoria Peaks, L.L.C.  
Attn: Keith J. Miller  
14400 N. 76<sup>th</sup> Place  
Scottsdale, AZ 85260

IN WITNESS WHEREOF, the parties have executed this Second Partial Assignment as of the date first set forth above.

**CITY:**

**CITY OF PEORIA, ARIZONA**, an  
Arizona municipal corporation

By: \_\_\_\_\_  
Bob Barrett, Mayor

ATTEST:

\_\_\_\_\_  
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Kemp, City Attorney

**ASSIGNEES:**

**THE LARRY COMPANY, LLC,**  
an Arizona limited liability company

By: Larry Management, Inc.,  
an Arizona corporation  
Its: Manager

By: \_\_\_\_\_  
Lisa Kazan, Vice President

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by Lisa Kazan, Vice President of Larry Management, Inc., an Arizona corporation, Manager of The Larry Company, LLC, an Arizona limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**PEORIA PEAKS, L.L.C.,**  
an Arizona limited liability company

By: CVE, Inc.,  
an Arizona corporation  
Its: Manager

By: \_\_\_\_\_  
Keith J. Miller, Vice President

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by Keith J. Miller, Vice President of CVE, Inc., an Arizona corporation, Manager of Peoria Peaks, L.L.C., an Arizona limited liability company.

.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**ASSIGNOR:**

**JOHNSON BANK**, a banking corporation organized and existing under the laws of the State of Wisconsin

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_ the \_\_\_\_\_ of JOHNSON BANK, a banking corporation organized and existing under the laws of the State of Wisconsin.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT A  
ASSIGNED PARCELS**

PARCEL APN 503-52-037A:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27 THEREOF.

PARCEL APN 503-52-037B:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL APN 503-52-037C:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL APN 503-52-038E:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

**EXHIBIT B  
PROPERTY**

Parcel #1

APN 503-52-038D

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN, MARICOPA COUNTY, ARIZONA

Parcel #2

APN 503-52-037A

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27 THEREOF.

Parcel #3

APN 503-52-037B

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5  
NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND  
MERIDIAN, MARICOPA COUNTY, ARIZONA.

Parcel #4

APN 503-52-037C

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5  
NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND  
MERIDIAN, MARICOPA COUNTY, ARIZONA.

Parcel #5

APN 503-52-038E

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



Parcel #6

APN 503-52-040

THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Parcel #7

APN 503-52-038G

Parcel No. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27; EXCEPT THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27; AND ALSO EXCEPT THE WESTERLY 10 ACRES OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27, DESCRIBED AS FOLLOWS:

THE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 54 MINUTES 20 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 27, 330.02 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 13 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID SECTION 27, 1319.84 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27, 330.02 FEET TO THE WEST LINE OF SAID SECTION 27; THENCE NORTH 00 DEGREES 05 MINUTES 13 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 27, 1,319.98 FEET TO THE POINT OF BEGINNING.

Parcel No. 2

THE WESTERLY 10 ACRES OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27, DESCRIBED AS FOLLOWS:

THE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 54 MINUTES 20 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 27, 330.02 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 13 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID SECTION 27, 1319.84 FEET TO THE SOUTH LINE OF THE NORTH

HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27, 330.02 FEET TO THE WEST LINE OF SAID SECTION 27; THENCE NORTH 00 DEGREES 05 MINUTES 13 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 27, 1,319.98 FEET TO THE POINT OF BEGINNING.

Parcel #8

APN 503-52-036

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Parcel #9

APN 503-52-039

THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Parcel #10

APN 503-52-034

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: January 23, 2012

Council Meeting Date: February 7, 2012

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**TO:** Carl Swenson, City Manager  
**FROM:** Katie Gregory, Interim Management and Budget Director  
**THROUGH:** Susan K. Thorpe, Deputy City Manager  
**SUBJECT:** Budget Amendments

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**Purpose:**

This is a request for City Council to approve the FY 2012 Second Quarter Budget Amendments.

**Background/Summary:**

The attached schedules list budget amendments for FY 2012 that, under current Council and/or Administrative policy, require Council approval. These amendments have been reviewed by the Management and Budget Department and the Chief Financial Officer and are submitted to Council for approval. The following listing describes the budget amendments by category.

**FY 2011 Amendments Summary:**

**Clean-up** – The amendments in this category include adjustments made in response to moving the Deputy Director and Management Analyst from Fleet to Public Works Admin and to reverse a previously approved transfer regarding the use of impact fees for open space acquisitions. The Clean-up adjustments total \$971,106.

**Operating** – The adjustments in the Operating category provide expenditure authority for a \$70,000 GITTEM grant, to remit raffle proceeds to United Way, and to use conference revenues to cover advertising costs. The Operating adjustments total \$73,572.

**Capital Items** – This category primarily consists of the Engineering, Percent for the Arts, and Materials Management chargebacks on capital projects, establishing appropriation for the Glendale-Peoria ADMP project, and transfers of impact fees that are no longer allowed to fund capital projects. The Capital Items adjustments total \$8,712,657.

**Previous Actions:**

No previous action has been taken on these budget amendments.

**Options:**

**A:** Approve all Budget Amendments as recommended

**B:** Approve only select Budget Amendments

**Staff's Recommendation:**

Management and Budget Department staff recommend approval of the attached budget amendments.

**Fiscal Analysis:**

These budget amendments have no fiscal impact to the city. Some of the budget amendments are to provide expenditure authority for funds that have been received, i.e., through grants, IGAs, and/or reimbursements. Other budget amendments are moving existing appropriation to the proper accounts.

**Narrative:**

**Exhibit(s):**

**Exhibit 1:** FY 2012 Budget Amendment Schedule

**Contact Name and Number:** Katie Gregory, 623-773-7364

# Budget Amendment Schedule

## Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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**Clean-up**

#4011 - Non-Departmental - Gen Fund Capital Projects

7915	7915	540000	Land	CPRT	CS00089	\$884,166	
7915	7915	570000	Contingencies				\$884,166

**Comment:** CIP - Reverse Transfer #4008. Though impact fees cannot be used for open space acquisitions, previously collected revenues can be used to fund projects in the existing Infrastructure Improvement Plan (IIP).

#4013 - Public Works - Public Works Administration

2600	2760	525503	Service Charges - General Fund			\$11,920	
7000	7030	525503	Service Charges - General Fund			\$9,527	
3000	3420	525503	Service Charges - General Fund			\$6,996	
2600	2770	525503	Service Charges - General Fund			\$6,550	
3250	3660	525503	Service Charges - General Fund			\$6,550	
3250	3661	525503	Service Charges - General Fund			\$6,401	
3250	3700	525503	Service Charges - General Fund			\$5,359	
2590	2720	525503	Service Charges - General Fund			\$4,763	
7000	7010	525503	Service Charges - General Fund			\$4,763	
7150	7200	525503	Service Charges - General Fund			\$4,466	
2700	2900	525503	Service Charges - General Fund			\$3,691	
7000	7000	525503	Service Charges - General Fund			\$3,453	
3250	3690	525503	Service Charges - General Fund			\$2,977	
7000	7020	525503	Service Charges - General Fund			\$2,977	
2600	2750	525503	Service Charges - General Fund			\$2,381	
3250	3650	525503	Service Charges - General Fund			\$1,786	
2600	2810	525503	Service Charges - General Fund			\$1,190	
7000	7040	525503	Service Charges - General Fund			\$1,190	
1000	0300	570000	Contingencies				\$86,940

**Comment:** Cleanup adjustment from Public Works realignment moving Deputy Director and Management Analyst from Fleet to Public Works Admin.

**Subtotal for Clean-up Amendments:**      **\$971,106**      **\$971,106**

# Budget Amendment Schedule

## Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
<b><u>Operating</u></b>			
#3989 - Police - GITEM Grant			
7420 7580 510000	Salaries and Wages - Regular	\$70,000	
7990 7990 570000	Contingencies		\$70,000
<b>Comment:</b> This transfer establishes appropriation authority for a grant from State of AZ through an IGA for GITTEM which pays for wages and benefits for an officer to work with them. Expenses will be moved to the grant fund.			
<hr/>			
#3995 - Non-Departmental - Employee Event Fund			
8090 8090 522006	City Participation - Outside Programs	\$272	
7990 7990 570000	Contingencies		\$272
<b>Comment:</b> This transfer will establish appropriation to remit raffle proceeds to Valley United Way. Revenue has been received; there is no financial impact.			
<hr/>			
#4016 - Economic Development Services - Economic Development			
1000 0352 522501	Advertising	\$3,300	
1000 0300 570000	Contingencies		\$3,300
<b>Comment:</b> This transfer establishes the appropriation needed to use revenue generated from the Investment Conference to help cover advertising costs for the conference.			
<hr/>			
<b>Subtotal for Operating Amendments:</b>		<b>\$73,572</b>	<b>\$73,572</b>

# Budget Amendment Schedule

## Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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### Capital

#3982 - Non-Departmental - Gen Fund Capital Projects

2400	2550	544001	CIPWW	UT00296	\$20,813
4240	4240	544001	CIPPK	CS00134	\$17,142
1000	0310	544001	CIPOF	CS00070	\$16,478
7905	7905	544001	CIPPK	CS00124	\$15,278
1970	1970	544001	CIPOF	PW10300	\$14,400
4250	4250	544001	CIPOF	CS00070	\$14,372
4550	4550	544001	CIPST	EN00313	\$13,858
7010	7075	544001	CIPST	PW00065	\$13,405
2400	2550	544001	CIPWW	UT00191	\$11,183
4240	4240	544001	CIPDR	EN00134	\$10,778
4220	4220	544001	CIPPK	CS00095	\$10,662
7010	7075	544001	CIPST	PW00207	\$10,418
1000	0310	544001	CIPPK	COP0001	\$10,211
7010	7075	544001	CIPTC	EN00170	\$9,608
2400	2550	544001	CIPWW	UT00305	\$9,343
4550	4550	544001	CIPST	EN00089	\$9,266
4250	4250	544001	CIPPK	CS00095	\$8,703
4210	4210	544001	CIPRT	CS00084	\$8,595
4240	4240	544001	CIPPK	CS00123	\$8,168
7000	7050	544001	CIPST	COP0001	\$8,125
7901	7901	544001	CIPPK	CS00054	\$8,100
2050	2140	544001	CIPWR	UT00305	\$7,340
1000	0310	544001	CIPPK	CS00113	\$7,000
4220	4220	544001	CIPST	EN00271	\$6,803
7901	7901	544001	CIPPK	CS00123	\$6,682
4550	4550	544001	CIPPK	CS00034	\$6,167
4550	4550	544001	CIPST	CD00003	\$6,165
4240	4240	544001	CIPDR	EN00003	\$5,760
7010	7075	544001	CIPST	EN00243	\$5,760
4220	4220	544001	CIPST	EN00241	\$4,890
7010	7075	544001	CIPST	EN00290	\$4,523
7915	7915	544001	CIPPK	CS00113	\$4,475
4220	4220	544001	CIPST	EN00313	\$4,470
4210	4210	544001	CIPRT	CS00091	\$4,256
7010	7075	544001	CIPTC	EN00225	\$4,206
4220	4220	544001	CIPDR	PW00185	\$3,960
1000	0310	544001	CIPST	PW00137	\$3,870
7010	7075	544001	CIPST	EN00089	\$3,784
7920	7920	544001	CIPRT	CS00091	\$3,546
7002	7052	544001	CIPST	EN00241	\$3,110

# Budget Amendment Schedule

## Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
<b><u>Capital</u></b>			
4220 4220 544001	CIPST PW00152	\$3,083	
7940 7940 544001	CIPOF PW00360	\$2,925	
1000 0310 544001	CIPST PW00025	\$2,745	
4550 4550 544001	CIPST EN00219	\$2,602	
4240 4240 544001	CIPDR PW00184	\$2,475	
4240 4240 544001	CIPRT CS00142	\$2,475	
4240 4240 544001	CIPOF CS00070	\$2,453	
2161 2221 544001	CIPWR UT00117	\$2,430	
4210 4210 544001	CIPPK CS00095	\$2,393	
2050 2140 544001	CIPWR UT00253	\$2,385	
4240 4240 544001	CIPDR EN00139	\$2,183	
1000 0310 544001	CIPPK CS00134	\$2,118	
4250 4250 544001	CIPPK CS00034	\$2,084	
7010 7075 544001	CIPST PW11190	\$2,070	
4220 4220 544001	CIPST EN00214	\$1,845	
7910 7910 544001	CIPOF CS00070	\$1,752	
7000 7050 544001	CIPST PW00046	\$1,688	
4232 4232 544001	CIPPK CS00022	\$1,604	
4210 4210 544001	CIPST EN00271	\$1,595	
2050 2140 544001	CIPWR EN00313	\$1,564	
2400 2550 544001	CIPWW EN00313	\$1,564	
7010 7075 544001	CIPST EN00250	\$1,530	
1000 0310 544001	CIPST COP0001	\$1,458	
7010 7075 544001	CIPST EN00081	\$1,440	
4240 4240 544001	CIPRT CS00125	\$1,305	
2050 2140 544001	CIPWR UT00299	\$1,238	
2400 2550 544001	CIPWW UT00299	\$1,237	
4210 4210 544001	CIPST EN00241	\$1,222	
4240 4240 544001	CIPST EN00241	\$1,222	
4240 4240 544001	CIPDR EN00137	\$1,215	
4240 4240 544001	CIPRT CS00091	\$1,063	
1000 0310 544001	CIPOT COP0001	\$1,041	
2161 2221 544001	CIPWR UT00148	\$1,033	
2050 2140 544001	CIPWR UT00266	\$1,013	
4230 4230 544001	CIPST EN00162	\$990	
4210 4210 544001	CIPST PW00245	\$900	
7001 7051 544001	CIPST EN00313	\$894	
7920 7920 544001	CIPRT CS00125	\$783	
2510 2630 544001	CIPWW UT00151	\$687	
7001 7051 544001	CIPST EN00177	\$675	
7010 7075 544001	CIPST EN00177	\$675	

# Budget Amendment Schedule

## Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
<b><u>Capital</u></b>			
4550 4550 544001	CIPST EN00241	\$666	
2050 2140 544001	CIPWR UT00148	\$632	
4550 4550 544001	CIPST EN00242	\$630	
4240 4240 544001	CIPST PW01005	\$608	
1000 0310 544001	CIPRT CS00065	\$593	
4210 4210 544001	CIPST EN00219	\$571	
4250 4250 544001	CIPRT CS00125	\$522	
7010 7075 544001	CIPST EN00225	\$519	
2050 2140 544001	CIPWR UT00203	\$518	
4210 4210 544001	CIPST EN00011	\$450	
2400 2550 544001	CIPWW UT00151	\$438	
4240 4240 544001	CIPPK CS00034	\$434	
2050 2140 544001	CIPWR UT00206	\$405	
4250 4250 544001	CIPRT CS00128	\$404	
2050 2140 544001	CIPWR UT00098	\$360	
2400 2550 544001	CIPWW UT00266	\$337	
7010 7075 544001	CIPST EN00088	\$315	
7010 7075 544001	CIPST EN00252	\$225	
2400 2550 544001	CIPWW UT00307	\$203	
7920 7920 544001	CIPRT CS00128	\$164	
4230 4230 544001	CIPST PW00146	\$135	
4250 4250 544001	CIPRT EN00371	\$130	
4240 4240 544001	CIPST EN00277	\$45	
2161 2221 544001	CIPWR UT00233	\$40	
4240 4240 544001	CIPRT CS00065	\$37	
7010 7075 544001	CIPTC PW00133	\$23	
1000 0310 544001	CIPPK CS00022	\$16	
2050 2140 544001	CIPWR UT00233	\$5	
2510 2630 525507	Service Charges - Engineering CIPOF CB02012		\$687
7001 7051 525507	Service Charges - Engineering CIPOF CB02012		\$1,569
4232 4232 525507	Service Charges - Engineering CIPOF CB02012		\$2,729
7940 7940 525507	Service Charges - Engineering CIPOF CB02012		\$2,925
7002 7052 525507	Service Charges - Engineering CIPOF CB02012		\$3,110
2161 2221 525507	Service Charges - Engineering CIPOF CB02012		\$3,503
7920 7920 525507	Service Charges - Engineering CIPOF CB02012		\$4,493
7915 7915 525507	Service Charges - Engineering CIPOF CB02012		\$6,227
1970 1970 525507	Service Charges - Engineering CIPOF CB02012		\$9,044
7000 7050 525507	Service Charges - Engineering CIPOF CB02012		\$9,813
7901 7901 525507	Service Charges - Engineering CIPOF CB02012		\$14,782
7905 7905 525507	Service Charges - Engineering CIPOF CB02012		\$15,278
2050 2140 525507	Service Charges - Engineering CIPOF CB02012		\$15,460

## Budget Amendment Schedule

### Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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#### Capital

4210	4210	525507	Service Charges - Engineering	CIPOF	CB02012		\$19,982
4250	4250	525507	Service Charges - Engineering	CIPOF	CB02012		\$26,215
4220	4220	525507	Service Charges - Engineering	CIPOF	CB02012		\$35,713
1000	0310	525507	Service Charges - Engineering	CIPOF	CB02012		\$43,071
2400	2550	525507	Service Charges - Engineering	CIPOF	CB02012		\$45,118
4550	4550	525507	Service Charges - Engineering	CIPOF	CB02012		\$47,169
4240	4240	525507	Service Charges - Engineering	CIPOF	CB02012		\$57,363
7010	7075	525507	Service Charges - Engineering	CIPOF	CB02012		\$58,501

**Comment:** CIP - 1st Quarter FY 2012 Engineering Chargebacks.

#### #3992 - Non-Departmental - Gen Fund Capital Projects

4250	4250	543005	Park Improvements	CIPPK	CS00034	\$1,714,600	
4550	4550	543005	Park Improvements	CIPPK	CS00034		\$1,714,600

**Comment:** CIP - Adjust source of funding for Community Park #2 from RTP-ALCP reimbursements to G.O. bonds by \$1.7 million. Similar funding adjustment to be made to the Lake Pleasant Parkway budget during the FY 2013 budget process.

#### #3993 - Non-Departmental - Gen Fund Capital Projects

7010	7075	543001	Street System	CIPST	EN00241	\$4,513,963	
7002	7052	543001	Street System	CIPST	EN00241		\$4,513,963

**Comment:** CIP - Adjust funding sources for Lake Pleasant Parkway. Instead of using impact fees in FY12 and transportation sales tax in FY13 as programmed, we are switching these to push the use of impact fees to the end of the project, pending the new study.

#### #3999 - Non-Departmental - Gen Fund Capital Projects

1000	0300	570000	Contingencies			\$17,890	
4810	4810	543001	Street System	CIPST	PW00065		\$17,890

**Comment:** CIP - Reverse duplicate budget transfer establishing expenditure authority for funds received from Extra Space Storage. This action will leave \$17,890 in the project budget for the original intended purpose.

#### #4001 - Non-Departmental - Gen Fund Capital Projects

4240	4240	570000	Contingencies			\$250,000	
7910	7910	570000	Contingencies			\$100,000	
7920	7920	543005	Park Improvements	CIPRT	CS00128		\$100,000
4250	4250	543005	Park Improvements	CIPRT	CS00128		\$250,000

**Comment:** CIP - Eliminate FY 2012 budget for New River Trail - Williams to Happy Valley project. Funding is not needed at this time and will be reprogrammed in later years through the FY 2013 CIP budget process.

#### #4005 - Non-Departmental - Gen Fund Capital Projects

4240	4240	543005	Park Improvements	CIPPK	CS00123	\$197,601	
4240	4240	544001		CIPPK	CS00123	\$6,682	
7901	7901	544001		CIPPK	CS00123		\$6,682
7901	7901	543005	Park Improvements	CIPPK	CS00123		\$197,601

**Comment:** CIP - Scotland Yard Neighborhood Park - This transfer moves budget in impact fee fund to G.O. bond fund. This allows use of previously issued parks bonds and will free up funding in impact fee fund for Camino a Lago Park.

# Budget Amendment Schedule

## Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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**Capital**

#4007 - Non-Departmental - Gen Fund Capital Projects

4550	4550	570000	Contingencies		\$98,000
4550	4550	540000	Land	CIPRT EN00363	\$10,500
4550	4550	543005	Park Improvements	CIPRT EN00363	\$87,500

**Comment:** CIP - 83rd Ave & Village Pkwy Trail Connection - Project being removed from CIP because property owner is not willing to sell the required easement for the trail connection. Funding will be requested if and when the property is on the market.

#4008 - Non-Departmental - Gen Fund Capital Projects

7915	7915	570000	Contingencies		\$884,166
7915	7915	540000	Land	CIPRT CS00089	\$884,166

**Comment:** CIP - Agua Fria/Open Space Land Acquisition - Impact fees are no longer allowed for open space acquisitions. This transfer returns impact fee-funded portion of this project to fund balance.

#4012 - Non-Departmental - Gen Fund Capital Projects

4810	4810	520099	Other Professional Services	CIPDR EN00139	\$400,000
4240	4240	570000	Contingencies		\$400,000

**Comment:** CIP - Budget amendment to establish appropriation for the Flood Control District's share of the Glendale-Peoria ADMP project approved by the City Council on January 3 (5C).

# Budget Amendment Schedule

## Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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### Capital

#4014 - Non-Departmental - Gen Fund Capital Projects

7000 7050 525515 Arts Commission Service Charge	CIPST PW00138	\$14,861
7905 7905 525515 Arts Commission Service Charge	CIPPK CS00124	\$7,833
7000 7050 525515 Arts Commission Service Charge	CIPST PW01003	\$6,491
4250 4250 525515 Arts Commission Service Charge	CIPOF CS00070	\$5,515
4220 4220 525515 Arts Commission Service Charge	CIPPK CS00095	\$4,442
4250 4250 525515 Arts Commission Service Charge	CIPPK CS00095	\$3,893
4240 4240 525515 Arts Commission Service Charge	CIPOF CS00070	\$3,132
4240 4240 525515 Arts Commission Service Charge	CIPPK CS00134	\$3,074
7010 7075 525515 Arts Commission Service Charge	CIPST PW00065	\$2,398
4220 4220 525515 Arts Commission Service Charge	CIPST PW00152	\$2,332
7910 7910 525515 Arts Commission Service Charge	CIPOF CS00070	\$2,082
4210 4210 525515 Arts Commission Service Charge	CIPST EN00271	\$2,069
4240 4240 525515 Arts Commission Service Charge	CIPPK CS00123	\$1,860
4220 4220 525515 Arts Commission Service Charge	CIPST EN00241	\$1,768
2400 2550 525515 Arts Commission Service Charge	CIPWW UT00191	\$1,745
4210 4210 525515 Arts Commission Service Charge	CIPRT CS00084	\$1,717
7010 7075 525515 Arts Commission Service Charge	CIPTC EN00170	\$1,632
4240 4240 525515 Arts Commission Service Charge	CIPPK CS00034	\$1,143
7000 7050 525515 Arts Commission Service Charge	CIPST COP0001	\$1,052
4220 4220 525515 Arts Commission Service Charge	CIPDR PW00185	\$778
7010 7075 525515 Arts Commission Service Charge	CIPST EN00290	\$697
1970 1970 525515 Arts Commission Service Charge	CIPOF PW10300	\$590
4550 4550 525515 Arts Commission Service Charge	CIPST EN00313	\$579
2050 2140 525515 Arts Commission Service Charge	CIPWR UT00206	\$465
1000 0310 525515 Arts Commission Service Charge	CIPOF ED00006	\$340
4210 4210 525515 Arts Commission Service Charge	CIPRT CS00091	\$325
2050 2140 525515 Arts Commission Service Charge	CIPWR UT00302	\$314
7000 7050 525515 Arts Commission Service Charge	CIPST PW00993	\$303
7010 7075 525515 Arts Commission Service Charge	CIPST PW00207	\$303
4230 4230 525515 Arts Commission Service Charge	CIPST PW00146	\$300
7000 7050 525515 Arts Commission Service Charge	CIPST PW00027	\$296
7915 7915 525515 Arts Commission Service Charge	CIPPK CS00113	\$283
2400 2550 525515 Arts Commission Service Charge	CIPWW UT00307	\$281
7000 7050 525515 Arts Commission Service Charge	CIPST PW00992	\$271
4240 4240 525515 Arts Commission Service Charge	CIPRT CS00146	\$259
4210 4210 525515 Arts Commission Service Charge	CIPPK CS00095	\$189
1000 0310 525515 Arts Commission Service Charge	CIPPK CS00113	\$174
1000 0310 525515 Arts Commission Service Charge	CIPPK COP0001	\$158
4550 4550 525515 Arts Commission Service Charge	CIPST EN00089	\$152
7010 7075 525515 Arts Commission Service Charge	CIPST EN00243	\$142

## Budget Amendment Schedule

### Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant					Debit	Credit
<b><u>Capital</u></b>							
4220	4220	525515	Arts Commission Service Charge		CIPST EN00143	\$119	
1000	0310	525515	Arts Commission Service Charge		CIPST COP0001	\$95	
7010	7075	525515	Arts Commission Service Charge		CIPTC EN00225	\$58	
4220	4220	525515	Arts Commission Service Charge		CIPST EN00313	\$57	
4240	4240	525515	Arts Commission Service Charge		CIPRT CS00142	\$57	
1000	0310	525515	Arts Commission Service Charge		CIPOF CS00070	\$55	
7010	7075	525515	Arts Commission Service Charge		CIPST EN00089	\$53	
7000	7050	525515	Arts Commission Service Charge		CIPST PW11160	\$50	
1970	1970	525515	Arts Commission Service Charge		CIPOF PW00320	\$42	
1000	0310	525515	Arts Commission Service Charge		CIPPK CS00022	\$40	
2050	2140	525515	Arts Commission Service Charge		CIPWR EN00313	\$32	
2400	2550	525515	Arts Commission Service Charge		CIPWW EN00313	\$32	
2161	2221	525515	Arts Commission Service Charge		CIPWR UT00148	\$21	
2400	2550	525515	Arts Commission Service Charge		CIPWW UT00305	\$20	
2050	2140	525515	Arts Commission Service Charge		CIPWR UT00305	\$15	
4240	4240	525515	Arts Commission Service Charge		CIPDR EN00003	\$8	
1000	0310	525515	Arts Commission Service Charge		CIPST PW00025	\$6	
1210	0350	525515	Arts Commission Service Charge		CIPOF PW00320	\$5	
2161	2221	525515	Arts Commission Service Charge		CIPOF AT02012		\$21
7915	7915	525515	Arts Commission Service Charge		CIPOF AT02012		\$283
4232	4232	525515	Arts Commission Service Charge		CIPOF AT02012		\$300
1970	1970	525515	Arts Commission Service Charge		CIPOF AT02012		\$632
4550	4550	525515	Arts Commission Service Charge		CIPOF AT02012		\$731
2050	2140	525515	Arts Commission Service Charge		CIPOF AT02012		\$826
1000	0310	525515	Arts Commission Service Charge		CIPOF AT02012		\$873
2400	2550	525515	Arts Commission Service Charge		CIPOF AT02012		\$2,078
7920	7920	525515	Arts Commission Service Charge		CIPOF AT02012		\$2,922
4210	4210	525515	Arts Commission Service Charge		CIPOF AT02012		\$4,300
7010	7075	525515	Arts Commission Service Charge		CIPOF AT02012		\$5,283
7905	7905	525515	Arts Commission Service Charge		CIPOF AT02012		\$6,993
4250	4250	525515	Arts Commission Service Charge		CIPOF AT02012		\$9,408
4220	4220	525515	Arts Commission Service Charge		CIPOF AT02012		\$9,496
4240	4240	525515	Arts Commission Service Charge		CIPOF AT02012		\$9,533
7000	7050	525515	Arts Commission Service Charge		CIPOF AT02012		\$23,324

**Comment:** CIP - 2nd Quarter FY 2012 Arts Chargebacks

# Budget Amendment Schedule

## Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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### Capital

#4015 - Non-Departmental - Gen Fund Capital Projects

7010	7075	544002		CIPTC	EN00170	\$3,429	
1000	0310	544002		CIPPK	COP0001	\$3,360	
7000	7050	544002		CIPST	COP0001	\$2,675	
2400	2550	544002		CIPWW	UT00116	\$2,357	
7010	7075	544002		CIPST	PW00065	\$2,357	
4220	4220	544002		CIPDR	PW00185	\$2,143	
7010	7075	544002		CIPST	EN00252	\$2,143	
4240	4240	544002		CIPPK	CS00134	\$1,908	
2050	2140	544002		CIPWR	UT00206	\$1,500	
4550	4550	544002		CIPST	EN00313	\$1,330	
4220	4220	544002		CIPST	EN00241	\$945	
4550	4550	544002		CIPST	EN00089	\$914	
4230	4230	544002		CIPST	PW00146	\$643	
7010	7075	544002		CIPST	EN00241	\$600	
1000	0310	544002		CIPST	COP0001	\$480	
4220	4220	544002		CIPST	EN00313	\$428	
7010	7075	544002		CIPST	EN00089	\$372	
1000	0310	544002		CIPOT	COP0001	\$342	
1000	0310	544002		CIPPK	CS00134	\$235	
4210	4210	544002		CIPST	EN00241	\$235	
4240	4240	544002		CIPST	EN00241	\$235	
2400	2550	544002		CIPWW	UT00191	\$214	
7010	7075	544002		CIPST	PW00207	\$214	
7010	7075	544002		CIPTC	EN00225	\$190	
2050	2140	544002		CIPWR	EN00313	\$150	
2400	2550	544002		CIPWW	EN00313	\$150	
4550	4550	544002		CIPPK	CS00034	\$134	
4550	4550	544002		CIPST	EN00241	\$128	
7001	7051	544002		CIPST	EN00313	\$85	
4250	4250	544002		CIPPK	CS00034	\$70	
7010	7075	544002		CIPST	EN00225	\$24	
4240	4240	544002		CIPPK	CS00034	\$10	
4250	4250	525507	Service Charges - Engineering	CIPOF	CB02012		\$70
7001	7051	525507	Service Charges - Engineering	CIPOF	CB02012		\$85
4210	4210	525507	Service Charges - Engineering	CIPOF	CB02012		\$235
4232	4232	525507	Service Charges - Engineering	CIPOF	CB02012		\$643
2050	2140	525507	Service Charges - Engineering	CIPOF	CB02012		\$1,650
4240	4240	525507	Service Charges - Engineering	CIPOF	CB02012		\$2,153
7000	7050	525507	Service Charges - Engineering	CIPOF	CB02012		\$2,675
2400	2550	525507	Service Charges - Engineering	CIPOF	CB02012		\$2,721

# Budget Amendment Schedule

## Fiscal Year 2012 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
<b><u>Capital</u></b>			
4220 4220 525507	Service Charges - Engineering CIPOF CB02012		\$3,516
4550 4550 525507	Service Charges - Engineering CIPOF CB02012		\$6,923
7010 7075 525507	Service Charges - Engineering CIPOF CB02012		\$9,329

**Comment:** CIP - Second Quarter FY 2012 Materials Management Chargebacks.

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**Subtotal for Capital Amendments: \$8,712,657 \$8,712,657**

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 9C

**Date Prepared:** January 18, 2012

**Council Meeting Date:** February 7, 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Andrew Granger, P. E., Engineering Director

**THROUGH:** Susan J. Daluddung, Deputy City Manager

**SUBJECT:** Arizona Public Service Easement, Truck Road Reliever, Rose Garden Lane and 111th Avenue

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**Purpose:**

This is a request for City Council to authorize the execution of a Right-of-Way Easement to Arizona Public Service (APS) for the relocation and maintenance of an overhead utility line associated with the construction of the Truck Road Reliever Project.

**Background/Summary:**

The City's design consultant has analyzed the existing overhead utility line locations and determined that it will be necessary to relocate portions of the existing APS lines to accommodate our project.

**Previous Actions:**

APS has agreed to relocate the portions of their utility lines that are in conflict with our new road and have requested that the City grant them an easement for the portion that crosses City owned property.

**Options:**

**A:** City Council authorizes the execution and recordation of the Easement.

**B:** City Council chooses not to authorize the easement resulting in APS being unable to relocate the overhead lines.

**Staff's Recommendation:**

Staff recommends the adoption of a Resolution authorizing the City Manager to execute the APS easement.

**Fiscal Analysis:**

There is no fiscal impact to the City associated with granting this easement.

**Narrative:**

Recordation of this easement will allow APS to relocate their power line and provide a public record of the existence and location of the line.

**Exhibit(s):**

**Exhibit 1:** Vicinity Map

**Exhibit 2:** Location Map

**Exhibit 3:** Resolution

**Contact Name and Number:** Kris Luna, Sr Real Property Administrator, (623) 773-7199



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE



LEGEND



Agua Fria Truck Route  
APS Easement

115TH AVE  
111TH AVE  
107TH AVE  
103RD AVE  
99TH AVE  
95TH AVE  
91ST AVE  
87TH AVE  
83RD AVE  
79TH AVE  
75TH AVE  
71ST AVE



VICINITY MAP



NOT TO SCALE



LEGEND



Easement

City of Peoria  
Agua Fria Truck Route  
APS Easement  
Location Map



**NOTE:**  
This Map is based on imprecise  
source data, subject to change and  
FOR GENERAL REFERENCE ONLY.

RESOLUTION NO. 2012-15

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF AN EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY FOR THE RELOCATION OF EXISTING UTILITY LINES IN THE VICINITY OF ROSE GARDEN LANE AND THE FUTURE TRUCK ROUTE AT THE 111<sup>TH</sup> AVENUE ALIGNMENT.

WHEREAS, the City of Peoria has requested Arizona Public Service relocate an existing overhead utility line to accommodate our truck road reliever project and they have agreed to do so upon the granting of an easement for the location of the new utility lines.

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may convey any right, title or interest in any real property in such terms as the City Council determines to be appropriate and necessary; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of this Easement and authorize the City Manager to execute the document; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of the attached Easement to Arizona Public Service, and authorize the City Manager to execute the Easement.

Resolution No. 2012-15  
Truck Route – APS Easement  
February 7, 2012  
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 7th day of February, 2012.

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Bob Barrett, Mayor

ATTEST:

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Wanda Nelson, City Clerk

APPROVED AS TO FORM:

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Stephen M. Kemp, City Attorney

Attachment:

1. APS Easement

NW-19-4N-1E  
200-12-020A  
W A95150  
CME

## **RIGHT-OF-WAY EASEMENT**

**City of Peoria, a municipal corporation of Maricopa County, Arizona**, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

### **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

### **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right to: construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles or towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and guys, anchorage, crossarms, braces, transformers, and underground conduits, conductors, pipes, cables, vaults, and manholes, and all other equipment, fixtures, and facilities, for the transmission and distribution of electricity and for all other purposes connected therewith, and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes to, through, across, and beyond Grantor's Property (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); together with the right of ingress and egress across the Grantor's Property to, from and along the Easement Premises and with the right to use lands adjacent to said Easement Premises during temporary periods of construction. Grantee is hereby authorized to permit others to use the Easement Premises for additional facilities jointly with or separately from the Grantee for their purposes.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor

plant or permit to be planted any trees or alter ground level by cut or fill within the limits of the Easement Premises without the prior written consent of Grantee.

Subject to all other provisions of this Easement, Grantor reserves the right to cultivate, graze, use and occupy the Easement Premises for any purpose consistent with the rights and privileges herein granted, and which do not interfere with or endanger any of the Grantee Facilities.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences which exist within the Easement Premises on the date this Easement is conveyed. Grantor shall, at its expense, provide Grantee openings at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Premises. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.



**EXHIBIT" A "**

A parcel of land lying within Section 19, Township 4 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**Commencing** at the North Quarter corner of said Section 19, from which the Center of said section bears, South 00°21'18" West (basis of bearing), a distance of 2649.11 feet;  
Thence, along the North-South mid-section line of said section, South 00°21'18" West, a distance of 1324.56 feet, to a point on the North line of the Southeast quarter of the Northwest quarter of said section;  
Thence, along said North line, South 89°15'51" West, a distance of 1334.71 feet, to the East line of General Land Office (G.L.O.) lot 1 of said Section 19;  
Thence, along the said East line, North 00°03'14" East, a distance of 808.93 feet;  
Thence, leaving said East line, North 40°30'42" East, a distance of 684.10 feet, to a point on the North line of said Section 19;  
Thence, along said North line, North 89°11'35" East, a distance of 242.66 feet;  
Thence, leaving said North line, South 58°22'24" East, a distance of 766.27 feet, to a point on said North-South mid-section line;  
Thence, leaving said North-South mid-section line, South 32°43'45" West, a distance of 445.74 feet;  
Thence, South 23°36'20" East, a distance of 587.69 feet, to the Point of Beginning.

**EXHIBIT "B" (Sheet 1 of 2)**  
**Arizona Public Service Company - WA95150**  
**Agua Fria 69kV Relocation@**  
**Agua Fria Truck Route**  
**City of Peoria: APN 200-12-020A**

That part of the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 19, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

**COMMENCING**, at the Southeast corner of the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of said Section 19; from which a flush Maricopa County aluminum cap at the North quarter corner of said Section 19 bears, North 00°20'51" East, a distance of 1324.49 feet;

Thence, from said Southeast corner of said NE $\frac{1}{4}$ , NW $\frac{1}{4}$ ) of Section 19 along the south line of said SE $\frac{1}{4}$  NW $\frac{1}{4}$ , South 89°16'16" West, a distance of 322.07 feet to the **POINT OF BEGINNING**;

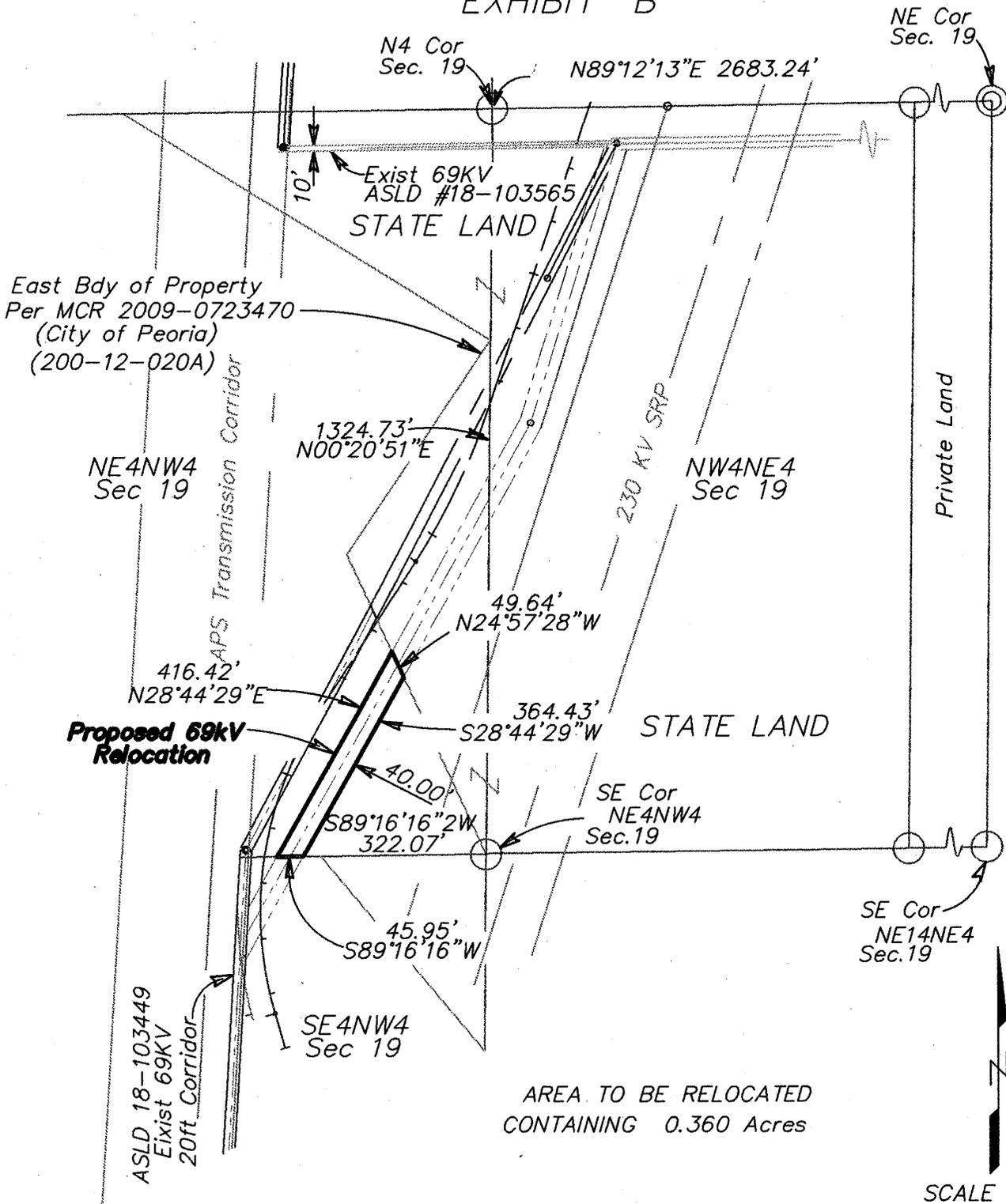
Thence, continuing along said south line, South 89°16'16" West, a distance of 45.95 feet;

Thence, leaving said south line, North 28°44'29" East, a distance of 416.42 feet to the easterly boundary of the City of Peoria Parcel, recorded in Maricopa County Record No. 2009-0723470;

Thence, along said easterly boundary, South 24°57'28" East, a distance of 49.64 feet;

Thence, leaving said easterly boundary, South 28°44'29" West, a distance of 364.43 feet to the south line of said SE $\frac{1}{4}$  NW $\frac{1}{4}$  and the **POINT OF BEGINNING**.

# EXHIBIT "B"



## LEGEND

- EASEMENT RELOCATION
- SECTION LINE
- PROPERTY LINE
- PROPERTY CORNER

JOB# WA95150	DATE 12/28/2011
NW4 & NE4 Sec 19 T4N R1E	
SCALE NTS	Sheet 2 of 2
R/W CEncinas	
SURVEY:	
DRAWN BY: CEncinas	

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 10C

**Date Prepared:** November 9, 2011

**Council Meeting Date:** February 7, 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Andy Granger, P.E., Engineering Director

**THROUGH:** Susan J. Daluddung, Deputy City Manager

**SUBJECT:** Acceptance and subsequent donation of a residential lot in downtown Peoria to a non-profit for the construction of affordable housing.

---

**Purpose:**

This is a request for City Council to discuss the adoption of a Resolution authorizing the acceptance of a vacant lot in Varney Tract through a donation from Wells Fargo Bank and further authorize the offering of the property to a non-profit through a Materials Management Solicitation of Interest.

**Background/Summary:**

In early November, the City was contacted by Wells Fargo Bank regarding a vacant lot located at 11619 N. 80<sup>th</sup> Avenue. The property can be further identified as Assessor Parcel #142-06-067A; it is located on the east side of 80<sup>th</sup> Avenue approximately mid-block between Varney Road (Cholla Street) and Kirby Street. The bank is willing to donate this property to the City for the purpose of facilitating the construction of affordable housing in the downtown area. The Neighborhood and Revitalization Division has grant funding that can be used by a non-profit for the construction of affordable housing.

The City hired Com Sense, Inc. to do a preliminary Environmental Assessment of the parcel and the resulting report indicated there were no items of concern either in the public records or on the site.

Once the City acquires the property it will be offered to the non-profit community in an as-is condition subject to any unknown easements or physical issues.

The bank has supplied us with a standard contract for acceptance. Maricopa County Assessor records indicate the land area is approximately .43 acres and has a Full Cash Value of \$28,500 for tax assessment purposes. A title report supplied by Wells Fargo indicates they have taken title to the property.

The parcel is well suited for residential development, but if the City or a non-profit is not able to help with funding the likelihood of this parcel developing in the near future are very small.

Anticipated terms for the transfer of the property to a non-profit will include language indicating that the City will expend no funds in the development process and that the non-profit will build a single family residence on the site that will conform to the neighborhood and will meet LEED energy efficiency standards.

**Previous Actions:**

There have been no previous Council actions associated with this property.

**Options:**

- A:** Accept the donation of property from Wells Fargo and coordinate with local non-profits to construct affordable housing on this site.
- B:** Reject the offer of donation and allow the bank to hold the parcel until it can find a buyer for the site. Leaving this site vacant for an extended period of time may be a detriment to the neighborhood and reduces the amount of influence the City has on the development of the site.

**Staff's Recommendation:**

Staff recommends that the City accept the property from Wells Fargo and begin the process to offer the site to local non-profits for the construction of affordable housing in the downtown area.

**Fiscal Analysis:**

Acceptance of this property will have minimal financial impact on the City. The Neighborhood and Revitalization Division has lot cleanup funds to take care of any interim maintenance of the parcel.

**Narrative:**

If the Council chooses to go forward with accepting this property, it will be necessary to execute the Donation Agreement and close escrow on the lot. When practical, the lot will be offered to non-profits that are willing to construct an affordable single family residence that meets the minimum criteria set forth by the City.

**Exhibit(s):**

**Exhibit 1:** Vicinity Map

**Exhibit 2:** Location Map

**Exhibit 3:** Resolution

**Contact:** Kris Luna, Sr Real Property Administrator, (623) 773-7199



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE

### LEGEND

-  80th Ave; Varney Rd - Kirby St Parcel Donation

115TH AVE  
111TH AVE  
107TH AVE  
103RD AVE  
99TH AVE  
95TH AVE  
91ST AVE  
87TH AVE  
83RD AVE  
79TH AVE  
75TH AVE  
71ST AVE



*VICINITY MAP*



KIRBY ST

80TH AVE

79TH AVE

VARNEY RD



LEGEND



Parcel Donation

City of Peoria  
80th Avenue; Varney Rd - Kirby St  
Parcel Donation  
Location Map



**NOTE:**  
This Map is based on imprecise  
source data, subject to change and  
FOR GENERAL REFERENCE ONLY.

RESOLUTION NO. 2012-14

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE ACCEPTANCE AND SUBSEQUENT CONVEYANCE BY QUIT CLAIM DEED OF A RESIDENTIAL LOT LOCATED AT 11619 N. 80th AVENUE, PEORIA, ARIZONA.

WHEREAS, Wells Fargo Bank has offered to donate a residential lot in the downtown area to the City of Peoria for the construction of affordable housing; and

WHEREAS, The City is desirous of accepting this lot which can then be conveyed to a non-profit organization. The Neighborhood and Revitalization Division has grant funding that can be used by a non-profit for the construction of affordable housing.

WHEREAS, Subsequent to taking title to this property the City will advertise a Request for Statement of Interest and Qualifications to non-profit organizations that would be willing to build affordable housing on this parcel, subject to specific criteria set forth in the request and subsequently offer this affordable housing to the public; and

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may convey any right, title or interest in any real property in such terms as the City Council determines to be appropriate and necessary; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the acceptance and subsequent conveyance of this residential lot described in "Exhibit A" to the most qualified respondent to a Request for Statement of Interest and Qualifications, and authorize the City Manager to execute any and all the documents necessary to carry out the transactions; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the acceptance and subsequent conveyance of the residential lot described in "Exhibit A" to the most qualified non-profit respondent to a Request for Statement of Interest and Qualifications, and authorize the City Manager to execute the documents necessary to carry out these transactions.

Resolution No. 2012-14  
Habitat for Humanity  
February 7, 2012  
Page 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 7<sup>th</sup> day of February, 2012.

---

Bob Barrett, Mayor

ATTEST:

---

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

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Stephen M. Kemp, City Attorney

ATTACHMENTS:

1. Exhibit A – Legal Description
2. Donation Agreement

Resolution No. 2012-14  
Habitat for Humanity  
February 7, 2012  
Page 3

## EXHIBIT "A"

Lot 33, VARNEY TRACT, ACCORDING TO BOOK 30 OF MAPS, PAGE 11,  
RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT: The North 70 feet of the East 90 feet thereof.

## **DONATION AGREEMENT**

This is a Donation Agreement (the "Donation Agreement") for certain real property located at **11619 N. 80TH AVE., PEORIA, AZ 85345** ("Property"), dated and effective as of this 14th day of FEBRUARY, 2012, between **Wells Fargo Bank, N.A.**, a national banking association ("Donor") and **City of Peoria**, a **Arizona municipal corporation** ("Donee").

### **RECITALS**

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor acquired the Property(ies) identified on Exhibit A through the foreclosure process.
- B. Donor did not originally construct any of the improvements forming part of any Property. Donor has not occupied any Property for its own use.
- C. Due to Donor's lack of familiarity with the Properties, Donor is unwilling to make any representations or warranties whatsoever regarding the Properties and Donor is only willing to grant Donee the Properties on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

### **AGREEMENT**

#### **1. DONATION.**

- 1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").
- 1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Section 2.2 of this Donation Agreement.
- 1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.

- 1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGMENTS, RELEASE AND INDEMNITY.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO ANY PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:
- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
  - (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
  - (c) Endangered Species. Endangered plant, animal and insect species.
  - (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
  - (e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
  - (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
  - (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
  - (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

- (i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.
- (k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 **RELEASE AND INDEMNITY.**

- (a) **RELEASE.** DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.

(b) **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.

(c) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.

3. **CLOSING DATE.** IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.

4. **GENERAL PROVISIONS**

4.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

4.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the Property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

4.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.

4.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

- 4.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 4.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **City of Peoria**

Carin E. Imig  
Neighborhood & Revitalization Administrator  
Planning & Community Development Department  
Phone: 623-773-7381, Carin.Imig@peoriaaz.gov

If to the Donor:

Wells Fargo Bank, N.A.  
1 Home Campus  
Des Moines, Iowa 50328-0001  
Attention: Alex Krog , MAC# X2301-049

With a copy to:

Wells Fargo Bank, N.A.  
1 Home Campus  
Des Moines, Iowa 50328-0001  
Attention: General Counsel, MAC X9903-03K

- 4.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

***DONEE:***

**CITY OF PEORIA, an Arizona municipal corporation**

**BY**

\_\_\_\_\_  
**Carl Swenson, City Manager**

**ATTEST**

\_\_\_\_\_  
**Wanda Nelson, City Clerk**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Stephen M. Kemp, City Attorney**

***DONOR:***

**WELLS FARGO BANK, N.A.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY ADDRESS**

11619 N 80TH AVE.  
PEORIA, AZ 85345

**LEGAL DESCRIPTION**

LOT 33, VARNEY TRACT, ACCORDING TO BOOK 30 OF MAPS, PAGE 11, RECORDS OF MARICOPA  
COUNTY, ARIZONA  
EXCEPT THE NORTH 70' OF THE EAST 90' THEREOF

**OFAC CERTIFICATE**

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wells Fargo Bank, N.A. will not engage in any transactions with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers or that Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the following information must be provided. If Buyer fails to provide this information, Wells Fargo Bank, N.A. will not consider your offer. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

**Buyer 1**

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

**Buyer 2**

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

**Buyer 3**

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

**Buyer's Agent Information**

First Name:	Last Name:	Company:	
Address:	City:	State:	Zip:
Email:	Phone #:	Fax # :	

**Buyer's Company/Corporation/Partnership**

If buyer is a Company/Corporation/Partnership or is not purchasing as an individual, buyer must provide full company/ corporation name and Articles of Incorporation and signing authority. **Full Name of Company/ Corporation and Address:**

**City of Peoria, an Arizona municipal corporation  
8401 W. Monroe St.  
Peoria, AZ 85345**

*List All Principal Owners of Partnership or LLC. Include individual tax ID, address and dates of birth for each. If the buyer is a non-profit organization, please list all signer's names (including non-board members) as well as all individuals with principal ownership or financial interest in the non-profit organization.:*

**Corporation Tax ID: 86-6003634**

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: 30 January 2012

Council Meeting Date: February 7, 2012

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**TO:** Mayor and Council

**FROM:** Councilmember Dave Pearson

**SUBJECT:** Request for Authorization to expend up to \$45,000 in Ironwood Council District Funds

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**Purpose:**

This is a request for City Council to authorize the expenditure of up to \$45,000 in Ironwood Council District Funds from account 1000-0300-522044-02019 to support the City's special event titled "P83 Party."

**Background/Summary:**

For the third successive year, the City has undertaken a high profile special event in the Arrowhead Entertainment area. This year, the event is titled "P83 Party". The event will feature activities for all ages, including a headliner music group, various amusements, booths with local businesses, and food/beverage vendors.

Planned on Saturday, March 3, 2012, the event is expected to be larger in scope and audience than in previous years. Total cost for the event is expected to be roughly \$75,000-\$80,000. Included in this amount are "up-front" costs, required to pay for contractual obligations and other hard costs before the event.

A number of sources are being applied to support the P83 Party event. This includes entrance fees, budgeted special event accounts in the Economic Development division, and contributions from Council district funds. This year, additional revenue is expected from increased sponsorship and gate proceeds. For example, a \$10 gate fee (and \$25 VIP section fee) are being charged for the event for the first time.

In recognition of this signature event, and to help cover up-front costs, Councilmember Pearson is requesting the authorization of Ironwood District funds for this fiscal year. The authorization would not exceed \$45,000, and is expected to reduce as additional event sponsorship and gate proceeds are realized. Funding is available and currently budgeted.

**Previous Actions:**

None

**Options:**

**Option A:** Approve the authorization for use of Ironwood District Funds.

**Option B:** Do not approve the authorization for the use of Ironwood District Funds.

**Staff's Recommendation:**

Discuss and possible action to support the authorization to expend up to \$45,000 in Ironwood Council District Funds for the purpose of supporting the City's "P83 Party" event. The "P83 Party" will be held in the Ironwood District. The event emphasizes community-building, as well as support of the businesses in the entertainment district.

**Fiscal Analysis:**

Request to spend up to \$45,000 from Ironwood District Funds account (1000-0300-522044-20219) is available and budgeted in FY 2012.

**Exhibit(s):** None

**Contact Name and Number:** Jeff Tyne, x7114

# District Fund Expenditure Request Form

Acct - District - Program		
41	Mayor	02016
42	Mesquite	02017
43	Acacia	02018
44	Ironwood	02019
45	PaloVerde	02020
46	Pine	02021
47	Willow	02022

For District:

BY: 2012      Fund: 1000      Org: 0300      Acct: 5220       Program: 020

I, , request the allocation of  be expended from my discretionary account for the purpose of:

Vendor ID#   
 No ID# (In Process):

Signatures required for all requests.  
 Please note: amounts exceeding \$4,999 require the approval of the City Council.

Does this request require Council Approval?      Yes       No

<sup>26-12</sup> Terri Smith   
 COUNCILOR      DATE      COUNCIL ASSISTANT: Print Name/Signature      DATE

Is the request in compliance with Council District Funds Policy?      Yes       No

Attorney:       Date: 30 JAN 2012

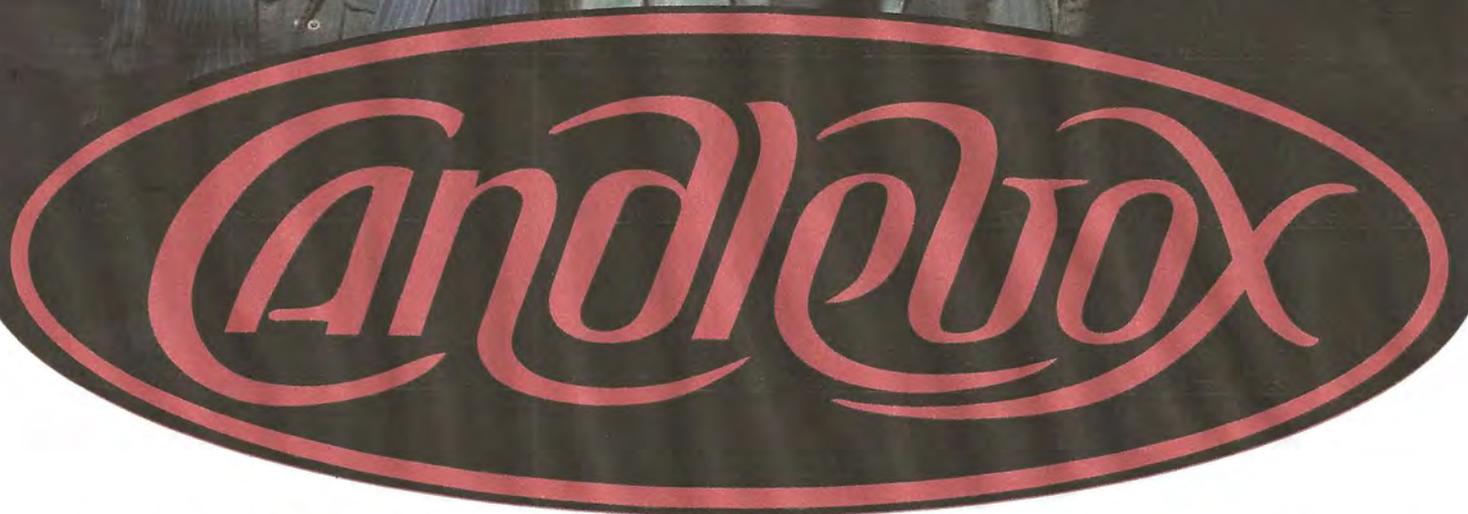
If no, explain below:

Check One: Check Request # <input type="checkbox"/>	Purchase Order # <input type="checkbox"/>	Internal Charge <input checked="" type="checkbox"/>	Procard <input type="checkbox"/>
Check One: Mail check to Vendor <input type="checkbox"/> Deliver check to Vendor <input type="checkbox"/> Hold for pick up <input type="checkbox"/> Purchase Order #			
Make check payable to:			
Special notes: Point person - Jeff Tyne; Community Services			
Address:			
Time Frame for check:			

*Handwritten initials*

**P83**

FEATURING CANDLEBOX



IT'S SPRING AND IT'S TIME TO PARTY! COME TO THE P83 PARTY AND JOIN THE FUN OF MUSIC WITH HEADLINING BAND CANDLEBOX.  
PURCHASE A TICKET FOR THE SEATTLE MARINERS VS. OAKLAND A'S SPRING TRAINING GAME ON MARCH 3 AND GET INTO THE CONCERT FOR FREE!

**SATURDAY MARCH 3 4 - 9 P.M.**

(BEER, WINE AND SPIRITS GARDEN OPENS AT 3:00 P.M.)

**83RD AVENUE AT PEORIA SPORTS COMPLEX**

16101 NORTH 83RD AVENUE

**\$10 GENERAL ADMISSION \$25 VIP TICKETS**  
CHILDREN 12 AND UNDER FREE

PURCHASE TICKETS AT PEORIA SPORTS COMPLEX TICKET OFFICE OR ONLINE AT

**WWW.P83AZ.COM 623.773.7137**

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 12R

Date Prepared: January 23, 2012

Council Meeting Date: February 07, 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Brent Mattingly, Finance Director

**THROUGH:** Susan K. Thorpe, Deputy City Manager

**SUBJECT:** Public hearing: Proposed Recommendations by the City to the Arizona State Liquor Board for a new restaurant liquor license.

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**Purpose:07715**

Pursuant to Arizona Law the City must recommend to the State Liquor Board for approval, applications to sell alcoholic beverages in the City. The Standard for the recommendation is whether the best interest of the community will be served by the issuance of this license and whether the public convenience is served.

**Background/Summary:**

Mohamed Sweillam, Agent for Arco AM/PM, has applied for a New Wine and Beer Liquor License (Series 10) located at 9102 W. Peoria Avenue.

Jason B. Morris, Agent for CVS/Pharmacy #07115, has applied for a Person and Location Transfer for an Off-Sale All Liquor License (Series 09) located at 7530 W. Cactus Road.

The public hearing notices were posted for at least 20 days and no comments were received during the posting period. The license applications were reviewed according to State law and all Departments gave approvals.

**Previous Actions:**

November 2004, the Mayor and Council recommended approval to Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) located at 9102 W. Peoria Avenue for AM/PM Mini Market 5040.

July 2005, the Mayor and Council recommended approval to Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) located at 7530 W. Cactus Road for CVS/Pharmacy #07115.

**Options:**

**A:** Recommend approval to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) located at 9102 W. Peoria Avenue for Arco AM/PM, Mohamed Sweillam, Applicant, LL#20004487.

Recommend approval to the Arizona State Liquor Board for a Person and Location Transfer for an Off-Sale All Liquor License (Series 09) located at 7530 W. Cactus Road for CVS/Pharmacy #7115, Jason B. Morris, Applicant, LL#10003803.

**B:** Recommend denial to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) located at 9102 W. Peoria Avenue for Arco AM/PM, Mohamed Sweillam, Applicant, LL#20004487.

Recommend denial to the Arizona State Liquor Board for a Person and Location Transfer for an Off-Sale All Liquor License (Series 09) located at 7530 W. Cactus Road for CVS/Pharmacy #7115, Jason B. Morris, Applicant, LL#10003803.

**Staff's Recommendation:**

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) located at 9102 W. Peoria Avenue for Arco AM/PM, Mohamed Sweillam, Applicant, LL#20004487.

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a Person and Location Transfer for an Off-Sale All Liquor License (Series 09) located at 7530 W. Cactus Road for CVS/Pharmacy #7115, Jason B. Morris, Applicant, LL#10003803.

**Fiscal Analysis:**

The item has no financial implications.

**Narrative:**

The appropriate fees have been paid and the applicants have been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

**Exhibit 1:** New Liquor License Applications.

Arizona Department of Liquor Licenses and Control

800 West Washington 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

DEC 15 10:47 AM '11

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): 10

2. Total fees attached:

\$ 224.00 Department Use Only

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

SECTION 4 Applicant

- Owner/Agent's Name: Sweilam, Mohamed
Corp./Partnership/L.L.C.: Peoria Gas Company L.L.C.
Business Name: ARCO Ampm
Principal Street Location: 9102 W. Peoria Ave. Peoria Maricopa 85345
Business Phone: Pending
Mailing Address: 6441 E. Crocus Dr. Scotts. AZ 85254

DEPARTMENT USE ONLY

Fees: 100 Application, 100 Interim Permit, 24.00 Finger Prints, 224.00 TOTAL OF ALL FEES

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

Accepted by: [Signature] Date: 12/15/11 Lic. # 10016230

**SECTION 5 Interim Permit:**

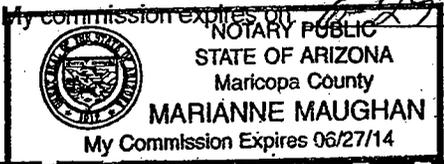
1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 10075245
4. Is the license currently in use?  YES  NO If no, how long has it been out of use? Arizona

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

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

X [Redacted Signature]  
(Signature)

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this 14 day of December 2011  
Day Month Year



[Redacted Signature]  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

SECTION 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? \_\_\_\_\_

**AMENDMENT**

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

I, Russell Gene Scaramella declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X \_\_\_\_\_  
(Signature)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year  
Day Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

STATE OF ARIZONA  
DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 10075245

Issue Date: 10/3/2006

Expiration Date: 12/31/2011

Issued To:  
RUSSELL GENE SCARAMELLA, Agent  
PEORIA OIL LLC, Owner

Beer & Wine Store

Mailing Address:

Location:  
ARCO AM/PM  
9102 W PEORIA AVE  
PEORIA, AZ 85345

RUSSELL GENE SCARAMELLA  
PEORIA OIL LLC  
ARCO AM/PM  
16413 N 91ST ST STE C-140  
SCOTTSDALE, AZ 85260



POST THIS LICENSE IN A CONSPICUOUS PLACE

**SECTION 7 Corporation/Limited Liability Co.:**

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

11 DEC 15 09:11 AM '13

- 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.: Peoria GAS Company L.L.C.  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 09/02/11 State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_

4. AZ L.L.C. File No: L-17055379 Date authorized to do business in AZ: 09/27/11

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
Arizona	GAS	Company	LLC Member	[REDACTED]	[REDACTED]

(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
Sweillem	Mohamed	M.	100%	[REDACTED]	[REDACTED]
Arizona	GAS	Company	LLC	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**SECTION 8 Club Applicants:**

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

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit?  YES  NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**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 transfered: 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. LIC. PM 3113

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: 1000 ft. Name of school Peoria Accelerated High School  
13m Address 8885 W. Peoria Ave - Peoria AZ  
City, State, Zip 85345
2. Distance to nearest church: 800 ft. Name of church Arrowhead Fellowship  
1m Address 8979 W. Peoria Ave. Peoria, AZ 85345  
City, State, Zip
3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)
4. If the premises is leased give lessors: Name AZ oil Holdings L.L.C.  
Address 16413 N. 91<sup>st</sup> Ct 140 Scotts. AZ 85260  
City, State, Zip
- 4a. Monthly rental/lease rate \$ 3000.00/mo What is the remaining length of the lease 3 yrs. 6 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ N/A or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ ①  
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)? Cas Station / 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 # 16075245 (exactly as it appears on license) Name Russell Gene Scaramella

**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](http://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? N/A  
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.

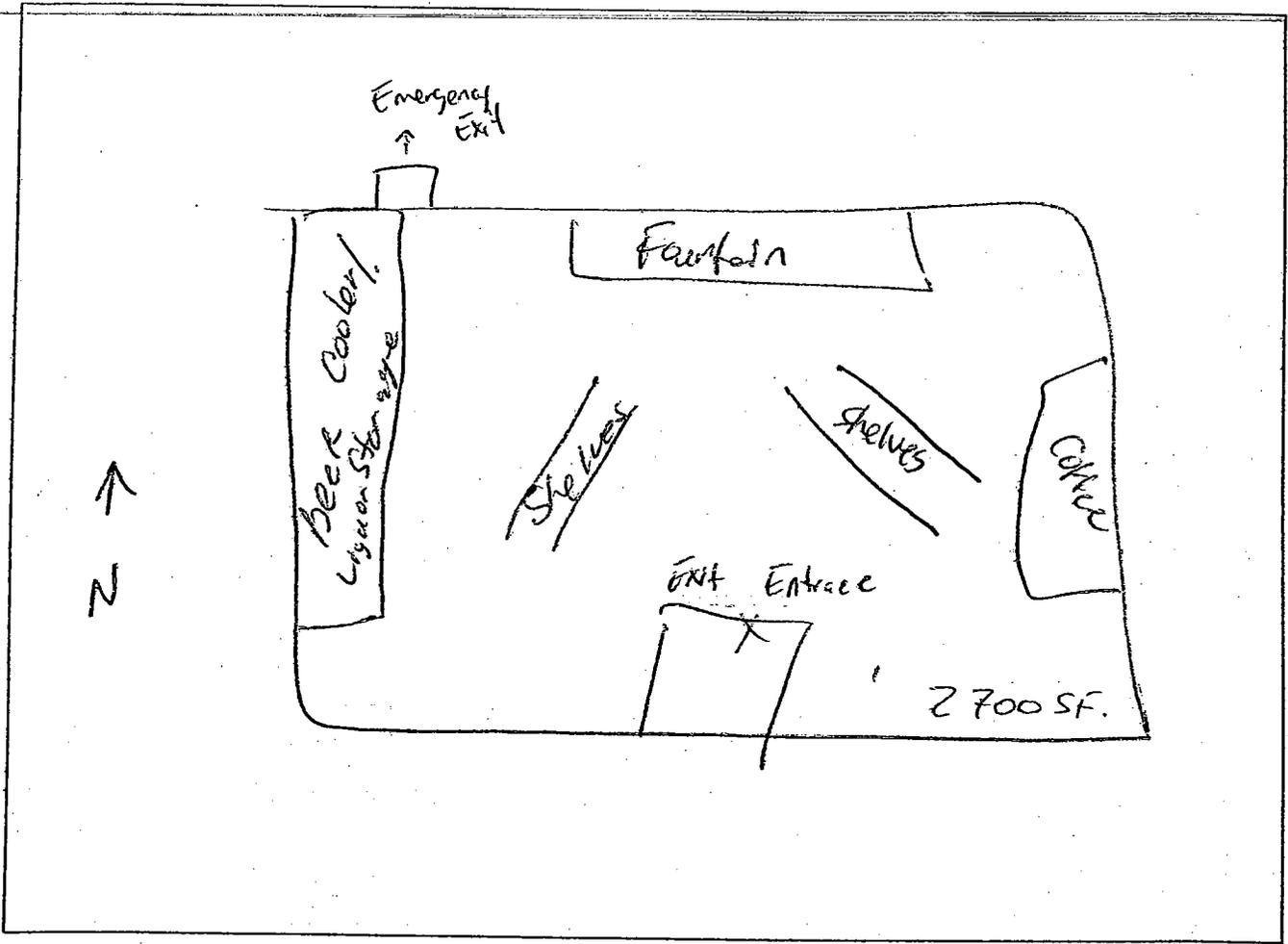
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

\_\_\_\_\_  
 applicants initials

SECTION 15 Diagram of Premises

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

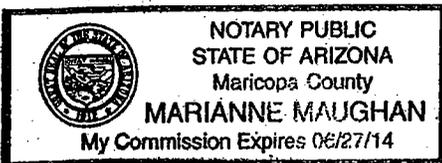
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Mohamed M. Sweilam, 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 [Redacted Signature]  
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 14 of December, 2011

[Redacted Signature]  
signature of NOTARY PUBLIC

My commission expires on: 6-27-14  
Day Month Year

11 DEC 15 04:11:13

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

802-757

QUESTIONNAIRE

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

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

St  
P1001751

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

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

Liquor License #

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

10070230

(If the location is currently licensed)

1. Check appropriate box →	<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19)	<input checked="" type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21)	<input type="checkbox"/> Manager (Only) (Complete All Questions except # 14, 14a & 21)
	Controlling Person or Agent must complete #21 for a Manager		Controlling Person or Agent must complete # 21

2. Name: Sweillam Mohamed AT. MC Date of Birth: [REDACTED] (NOT a Public Record)

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

4. Place of Birth: [REDACTED] City: [REDACTED] State: [REDACTED] Country: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: Sweillam Emily Jarle Call Date of Birth: [REDACTED] (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 10/12/1983

8. Telephone number to contact you during business hours for any questions regarding this document. 602 315 6876

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

10. Name of Licensed Premises: ARCO Ampm Premises Phone: 480 451 7156

11. Physical Location of Licensed Premises Address: 7102 W. Floria Ave. Floria Maricopa 85345 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
12/09	CURRENT	ARCO Ampm	[REDACTED]
09/05	12/09	Local Fashion	[REDACTED]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
08/96	CURRENT	OWN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
08/96	CURRENT	OWN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

If you checked the Manager box on the front of this form skip to # 15 <sup>11 DEC 15 Lic. Lic. # 314</sup>

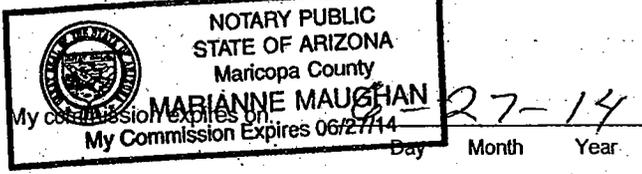
14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  YES  NO  
 If you answered YES, how many hrs/day? 40/50 and answer #14a below. If NO, skip to #15.
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  YES  NO  
 If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X [Signature]  
 (Signature of Applicant)

State of Arizona County of Maricopa



The foregoing instrument was acknowledged before me this  
14 day of December, 2011  
 Month Year  
[Signature]  
 (Signature of NOTARY PUBLIC)

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

X \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one)

The foregoing instrument was acknowledged before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 Month Year

Print Name \_\_\_\_\_  
 My commission expires on: \_\_\_\_\_  
 Day Month Year

\_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

#15.) DUI '10 ~~11 DE 5 11 2010~~ <sup>October 27<sup>th</sup></sup> pulled over got arrested on DUI charges, plead guilty, got 30 days with work release, No other charges have or been charged against me.

~~#19.) I Have another Buss. "Arco Ampm # 82567"~~

Lic. # 10076004

ownership 51% of an LLC company.

Mohamed M. Sweilam - owner/member and

Emily J. Sweilam is my Agent on that Lic. # 10076004

  
12/15/11

11 DEC 15 Lique. Lic. PM 3:13



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

Liquor License #: \_\_\_\_\_

AMENDMENT

Ownership Name: Peoria Gas Company LLC (as listed on the current liquor license application or renewal application)

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

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

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

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Mohamed Sweilham DATE 12/15/11

TYPE OF APPLICATION (check one) INITIAL APPLICATION RENEWAL

TYPE OF LICENSE \_\_\_\_\_

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

A. Are you a citizen or national of the United States? (check one) Yes No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country. City State (or equivalent) Country or Territory

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

11 DEC 15 11:47 AM '13



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

Liquor License #: 10075245 / 10076230
Ownership Name: Peoria Oil LLC Russell Gene Scaramella
(as listed on the current liquor license application or renewal application)

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

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

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Mohamed Sweilam DATE 12/13/11
TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [ ] RENEWAL
TYPE OF LICENSE 10

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

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

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

**SECTION III — ALIEN STATUS DECLARATION**

**Directions:** To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

Permanent Resident CARD

**“Qualified Alien” Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))**

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

**Nonimmigrant Status (8 U.S.C. § 1621(a)(2))**

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

**Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))**

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

**Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))**

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

**Otherwise Lawfully Present (A.R.S. § 1-501)**

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

**SECTION IV - DECLARATION**

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

12/14/11  
\_\_\_\_\_  
TODAY'S DATE

Attachment to Form 1 Applicant Statement

**EVIDENCE OF U.S. CITIZENSHIP, U.S NATIONAL STATUS, OR ALIEN STATUS**

**LIST A: U.S. CITIZEN OR U.S. NATIONAL**

Note: In this List, the term "Service" refers to the U.S. Citizenship and Immigration Service, formerly, the U.S. Immigration and Naturalization Service (INS).

[Source: Proposed Rules, Verification of Eligibility for Public Benefits, 8 CFR § 104.23; 63 FR 41662-01 August 4, 1998); and Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

**Evidence showing U.S. citizen or U.S. national status includes the following:**

**a. Primary Evidence:**

- (1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);
- (2) United States passport;
- (3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);
- (4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;
- (5) Form N-561, Certificate of Citizenship;
- (6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);
- (7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);
- (8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or
- (9) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

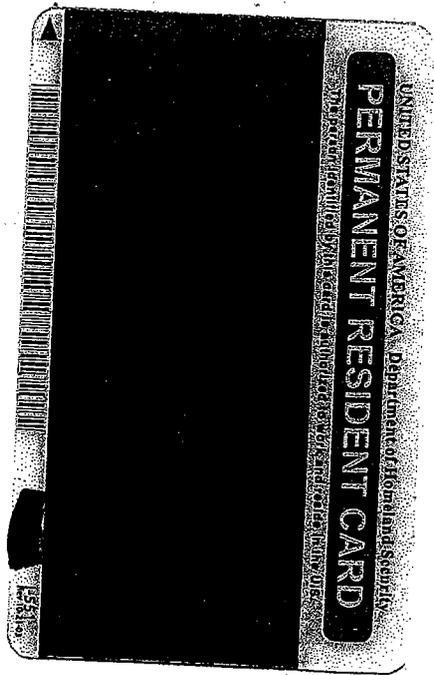
[Source: Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

**b. Secondary Evidence**

If the applicant cannot present one of the documents listed in (a) above, the following may be relied upon to establish U.S. citizenship or U.S. national status:

- (1) Religious record recorded in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction) within three 3 months after birth showing that the birth occurred in such jurisdiction and the date of birth or the individual's age at the time the record was made;





11 DEC 5 11:47 AM 4 48

# 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): 09070514

1. Type of License(s): Series 9

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. Morris Jason Barclay  
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: German Dobson CVS, LLC  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: CVS/pharmacy # 07115  
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 7530 W. Cactus Road Peoria Maricopa 85381  
(Do not use PO Box Number) City County Zip
5. Business Phone: 623-334-4635 Daytime Contact: Jason Barclay Morris [REDACTED]  
City State Zip
6. Is the business located within the incorporated limits of the above city or town?  YES  NO
7. Mailing Address: 2525 E. Arizona Biltmore Cr., A-212, Phoenix, AZ 85016  
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

### DEPARTMENT USE ONLY

Fees: 200.00  
 Application Interim Permit Agent Change Club Finger Prints \$ 216.00 416.00  
**TOTAL OF ALL FEES**

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

Accepted by [REDACTED] Date: 12/5/2011 Lic. # 09070514

**SECTION 5 Interim Permit:**

11 DEC 5 Lic. Lic. PM 4 48

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, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

(Print full name)

State of \_\_\_\_\_ County of \_\_\_\_\_

X \_\_\_\_\_  
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

**SECTION 7 Corporation/Limited Liability Co.:**

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

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

1. Name of Corporation/L.L.C.: German Dobson CVS, LLC  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 10/02/2001 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No: L-10044614 Date authorized to do business in AZ: 10/02/2001
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
CVS Pharmacy, Inc.			Member	[REDACTED]	
See Attached - officer 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
CVS Pharmacy, Inc.			100	[REDACTED]	
See Attached - officer list					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**SECTION 8 Club Applicants:**

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

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit?  YES  NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**ENTITY NAME: CVS Pharmacy, Inc.**  
**All Officers 0% ownership**

Personnel Name	Management Title	Home Address	Business Address
Mark S. Cosby	President	[REDACTED]	One CVS Drive, Woonsocket, RI 02895
Mon P. Lankowsky	Vice President/Secretary	[REDACTED]	One CVS Drive, Woonsocket, RI 02895
Carol A. DeNale	Senior Vice President/Treasurer	[REDACTED]	One CVS Drive, Woonsocket, RI 02895
Thomas S. Moffatt	Vice President/Assistant Secretary	[REDACTED]	One CVS Drive, Woonsocket, RI 02895
Frederic M. Corrigan	Vice President/Assistant Treasurer	[REDACTED]	One CVS Drive, Woonsocket, RI 02895
Madeline M. Cimbron	Assistant Secretary	[REDACTED]	One CVS Drive, Woonsocket, RI 02895
Delanie K. Luker	Assistant Secretary	[REDACTED]	One CVS Drive, Woonsocket, RI 02895
Frederic E. Clark	Assistant Treasurer	[REDACTED]	One CVS Drive, Woonsocket, RI 02895
Mon D. Desrochers	Assistant Treasurer	[REDACTED]	One CVS Drive, Woonsocket, RI 02895
Marina Zaslavskiy	Assistant Treasurer	[REDACTED]	One CVS Drive, Woonsocket, RI 02895

**ENTITY NAME: GERMAN DOBSON CVS, LLC.  
All Officers 0% ownership**

Person's Name	Management Title	Business Address	Phone
Zenon P. Lankowsky	President	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Carol A. DeNale	Senior Vice President/Treasurer	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Thomas S. Moffatt	Vice President/Secretary	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Terence M. Corrigan	Vice President/Assistant Treasurer	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Linda M. Cimbron	Assistant Secretary	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Melanie K. Luker	Assistant Secretary	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Jeffrey E. Clark	Assistant Treasurer	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Jason D. Desrochers	Assistant Treasurer	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Marina Zaslavskiy	Assistant Treasurer	One CVS Drive, Woonsocket, RI 02895	401-765-1500

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

1. Current Licensee's Name: \_\_\_\_\_ '11 DEC 5 Lic. Lic. # 448  
(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 SPIRITIOUS 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: Nations Randy D. Entity: Agent  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: Lee Lee Oriental Supermart Inc.  
(Exactly as it appears on license)

3. Current Business Name: Lee Lee Oriental Supermart  
(Exactly as it appears on license)

4. Physical Street Location of Business: Street 7575 W Cactus Rd  
City, State, Zip Peoria, AZ 85381

5. License Type: Series 9 License Number: 09070514

6. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

7. Current Mailing Address: Street P O Box 2502  
(Other than business) City, State, Zip Chandler AZ 85244

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

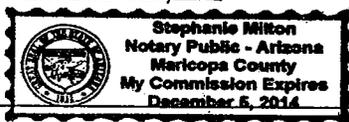
9. Does the applicant intend to operate the business while this application is pending?  YES  NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. Randy D. Nations, hereby authorize the department to process this application to transfer the 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, Randy D. Nations, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this  
19th AUGUST 2011  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_



STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 09070514

Issue Date: 3/25/2008

Expiration Date: 12/31/2011

Liquor Store

Issued To:  
RANDY D NATIONS, Agent  
LEE LEE ORIENTAL SUPERMART INC, Owner

Mailing Address:

Location:  
LEE LEE ORIENTAL SUPERMART  
7575 W CACTUS RD  
PEORIA, AZ 85381

INACTIVE

RANDY D NATIONS  
LEE LEE ORIENTAL SUPERMART INC  
LEE LEE ORIENTAL SUPERMART  
P.O. BOX 2502  
CHANDLER, AZ 85244

EXP 3/25/2011

POST THIS LICENSE IN A CONSPICUOUS PLACE



BILL OF SALE

IN CONSIDERATION OF THE SUM OF:

TEN and NO/100'S DOLLARS (\$10.00) in lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the Seller:

Lee Lee Supermart, Inc.  
2025 N. Dobson Rd.  
Chandler, AZ 85224

hereby grants, bargains, sells and transfers unto the BUYER:

AZIZ Holdings, LLC  
11109 W. Boswell Blvd.  
Sun City, AZ 85373

and its heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

ARIZONA (MARICOPA COUNTY) LIQUOR LICENSE, No. 09070514

FURTHERMORE, Seller warrants that it is the lawful owner of said goods and hereby certifies, under oath, that it has good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens, and other encumbrances whatsoever EXCEPT specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons claiming by, through or under Seller whomsoever which shall arise prior to the date hereof.

DATED THIS 7th day of April, 2011.

SELLER:

LEE LEE SUPERMART, INC.

  
By: Meng Truong, Director

[NOTARY PAGE FOLLOWS]

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

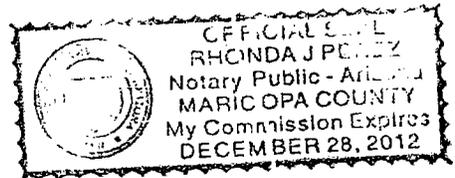
On 4.7.11, 2011, before me, personally appeared Meng Truong, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature





BILL OF SALE

THE STATE OF ARIZONA )

) KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MARICOPA )

THAT AZIZ Holdings, LLC, an Arizona limited liability company ("Seller"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Seller in hand paid by Barton Holloway Arizona, L.L.C., an Arizona limited liability company ("Buyer"), the receipt and sufficiency of which are hereby acknowledged and confessed, has bargained, sold, assigned and delivered, and by these presents does bargain, sell, assign and deliver unto Buyer, all of the Seller's right, title and interest in and to all of the following described personal property in Maricopa County, Arizona. to wit:

Arizona Liquor License No. 09070514

This Bill of Sale shall be binding on Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

EXECUTED this 4<sup>th</sup> day of May, 2011.

SELLER:

AZIZ HOLDINGS, LLC  
an Arizona limited liability company

[Redacted Signature]

By: James W. Boyd, Member

STATE OF ARIZONA )  
) ss.  
County of Maricopa )

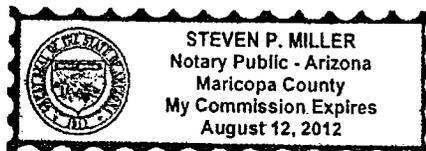
On 4<sup>th</sup> day of May, 2011, before me, personally appeared James W. Boyd, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct.

WITNESS my hand and official seal

Signature

[Redacted Signature]



BILL OF SALE

THE STATE OF ARIZONA )

) KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MARICOPA )

THAT Barton Holloway Arizona, LLC, an Arizona limited liability company ("Seller"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Seller in hand paid by German Dobson CVS, L.L.C., an Arizona limited liability company ("Buyer"), the receipt and sufficiency of which are hereby acknowledged and confessed, has bargained, sold, assigned and delivered, and by these presents does bargain, sell, assign and deliver unto Buyer, all of the Seller's right, title and interest in and to all of the following described personal property in Maricopa County, Arizona, to wit:

Arizona Liquor License No. 09070514

This Bill of Sale shall be binding on Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

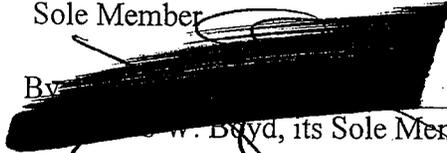
EXECUTED this 19<sup>th</sup> day of August, 2011.

SELLER:

BARTON HOLLOWAY ARIZONA, LLC,  
an Arizona limited liability company

By: Barton Holloway, LLC, a  
Delaware limited liability company

Its: Sole Member

By:   
James W. Boyd, its Sole Member

STATE OF ARIZONA )

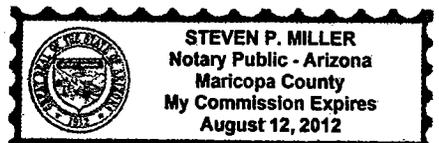
) ss.

County of Maricopa )

On August 19<sup>th</sup>, 2011, before me, personally appeared James W. Boyd, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct.

WITNESS my hand and Signature 



**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

71 DEC 5 Liq. Lic. # 449

1. Current Business: Name Lee Lee Oriental Supermarket  
 (Exactly as it appears on license) Address 7575 W. Cactus Road, Peoria, AZ 85381
2. New Business: Name CVS/pharmacy #07115  
 (Physical Street Location) Address 7530 W. Cactus Road, Peoria, AZ 85381
3. License Type: Series 9 License Number: 09070514
4. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
5. What date do you plan to move? Upon license issuance What date do you plan to open? Upon license issuance

**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: 1,646 ft. Name of school Oasis Elementary School  
 Address 7841 W. Sweetwater Avenue, Peoria AZ 85381  
 City, State, Zip
2. Distance to nearest church: 2,990 ft. Name of church Spirit of Grace Church of God  
 Address 7033 West Cactus Rd, Peoria AZ 85381  
 City, State, Zip
3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)
4. If the premises is leased give lessors: Name SCP 2085-C-21-006, LVL  
 Address 51 Madison Avenue, Room 907, New York, NY 10010  
 City, State, Zip
- 4a. Monthly rental/lease rate \$ 30,823.76 What is the remaining length of the lease 20 yrs. 1 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 0 or other \_\_\_\_\_  
 (give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0  
 Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**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 # 1075039 (exactly as it appears on license) Name JASON BACUNY NORRIS

**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](http://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? \_\_\_\_\_  
 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.

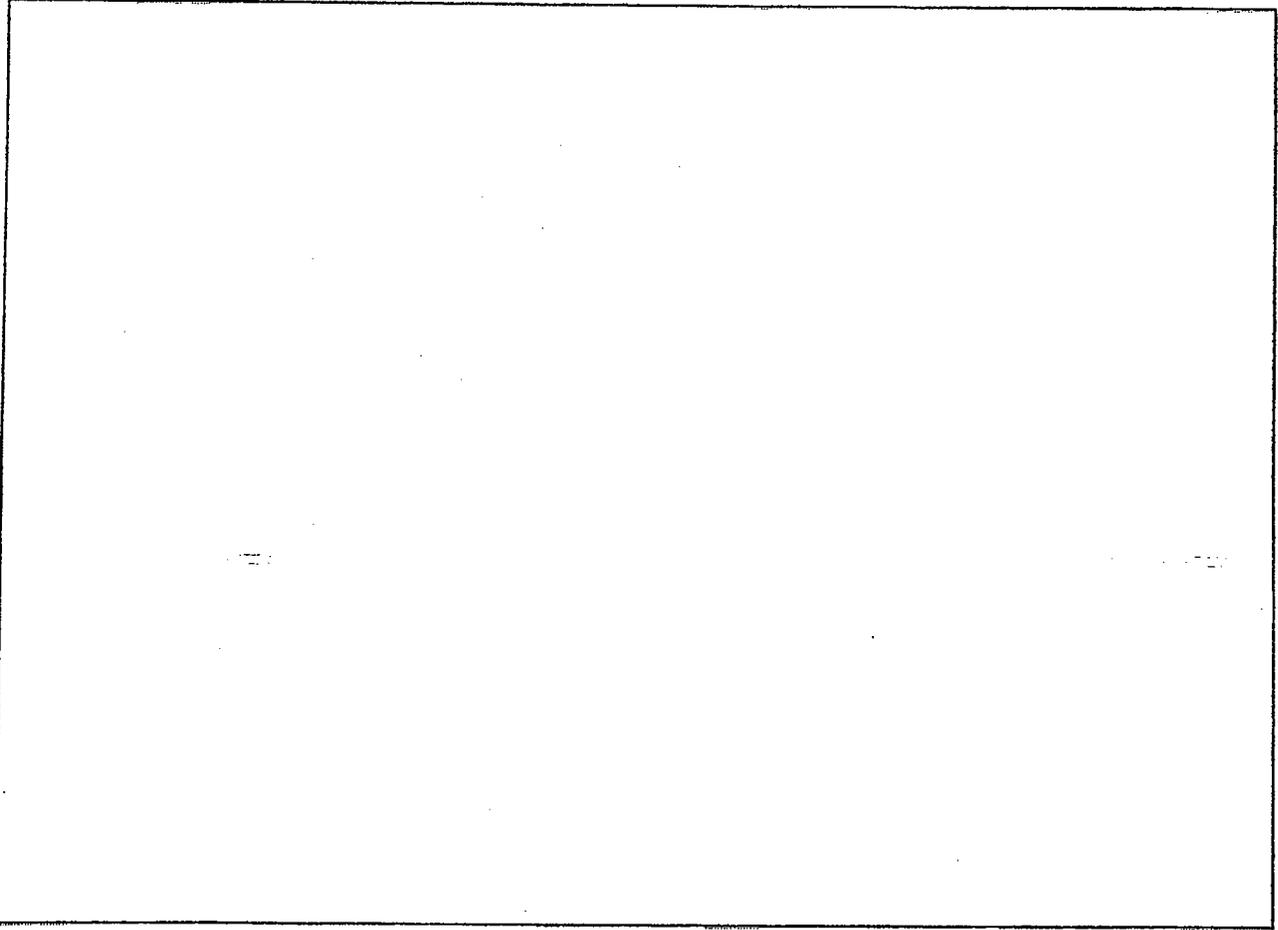
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

\_\_\_\_\_  
 applicants initials

**SECTION 15 Diagram of Premises**

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

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



11 DEC 5 11:47:13 AM '09

**SECTION 16 Signature Block**

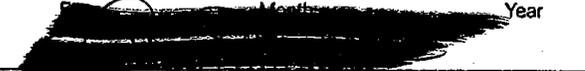
I, Linda Marie Cimbron, Asst. Secretary, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X   
(Signature of applicant, question 1)

State of Rhode Island County of Providence

The foregoing instrument was acknowledged before me this

4<sup>th</sup> of October, 2011  
Month Year

  
signature of NOTARY PUBLIC

**Cathy Tardie  
Notary Public**

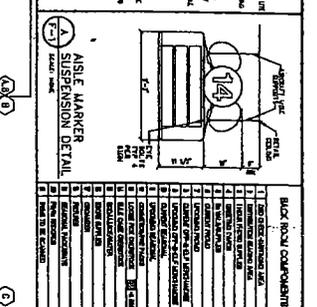
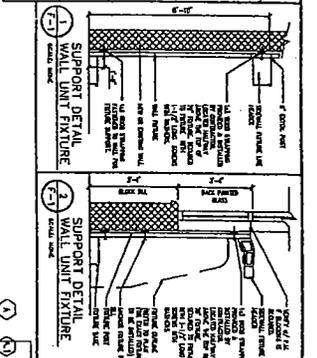
**State of Rhode Island**

My commission expires on 07/06/2015  
My Commission Expires

TOTAL SF: 131,013

**MERCHANDISE FIXTURE TERMINOLOGY**

SHRIMP	SHRIMP	SHRIMP	SHRIMP
...	...	...	...



**GRID BUILT COMPONENTS**

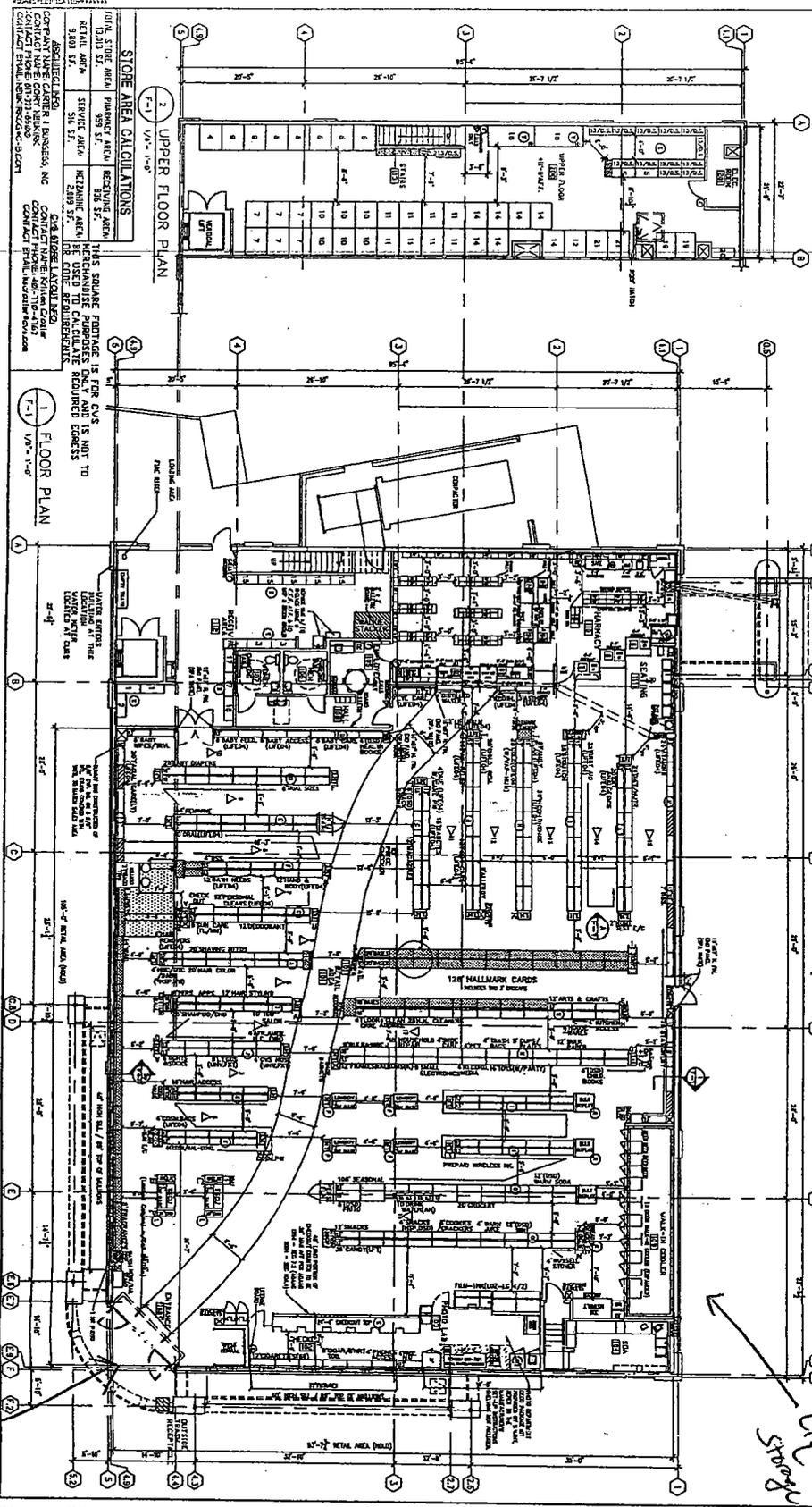
NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	...	...	...	...

**SHEDDING REQUIREMENTS**

NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	...	...	...	...

**GENERAL MERCHANDISING NOTES**

1. ...
2. ...
3. ...



**CVS/Pharmacy**  
ARIZONA - EX - LEFT  
STORE NUMBER: 715  
1000 N. V. AVENUE & N. 75TH  
PHOENIX, AZ 85018  
TEL: (602) 955-1100

**DEVELOPER:**

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	23 FEBRUARY 2005	...

**FINAL MERCH PLAN**  
SHEET NUMBER: F-1

**STORE AREA CALCULATIONS**

THIS SQUARE FOOTAGE IS FOR CVS MERCHANDISING PURPOSES ONLY AND IS NOT TO BE USED TO CALCULATE REQUIRED EGRESS.

**COMPANY NAME:** CVS PHARMACY, INC.  
**COMPANY ADDRESS:** 595 S. GAVIN AVENUE, SUITE 200, PHOENIX, AZ 85018  
**CONTACT NAME:** JOHN COLE  
**CONTACT PHONE:** (602) 955-1100

**DATE:** 23 FEBRUARY 2005  
**PROJECT NUMBER:** 201230

**COMMENTS:**  
NOT RELATED FOR CONSTRUCTION.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

11 DEC 5 11:49 AM '09

QUESTIONNAIRE

PI06 6146 dm

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

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

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

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

Liquor License #

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

09070514

(If the location is currently licensed)

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

2. Name: Cosby Mark Stephen Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

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

4. Place of Birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State Country (not county)

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: Corsi Kathleen Corsi Date of Birth: [REDACTED]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 401-765-1500

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

10. Name of Licensed Premises: CVS/pharmacy #10007-07115 Premises Phone: pending 623-334-4635

11. Physical Location of Licensed Premises Address: 6045 North Scottsdale Road Peoria Scottsdale Maricopa 85253
7530 W. Cactus Rd. (Do not use PO Box #) City County Zip

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

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

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row includes 9/2003 CURRENT OWN [REDACTED].

11 DEC 5 11:49 AM '09

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

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

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

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X   
 (Signature of Applicant)

State of Rhode Island County of Providence

The foregoing instrument was acknowledged before me this  
31<sup>st</sup> day of October, 2011

  
 (Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
**Cathy Tardie Notary Public**  
**State of Rhode Island**  
**My Commission**  
**Expires 07/06/2015**  
 Day Month Year

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 Month Year

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
 Day Month Year

Statement to the Arizona Department of  
Liquor Licenses & Control

I, Mark Cosby am an officer for various CVS entities that currently hold approximately 5400 licenses to sell alcoholic beverages.

CVS has comprehensive measures in place, including training programs, to ensure compliance with all alcohol laws and regulations. From time to time, despite our best efforts, certain CVS store locations across the country have been cited for violations for alcohol sales to minors. Following any violations, we diligently work with local jurisdictions to prevent such violations in the future and have instituted new measures and retrained our staff where necessary. We believe the number of violations CVS has had is low considering the number of licenses we hold.

  
Mark Cosby  
President

Subscribed before me on this 31<sup>st</sup> day of October, 2011

  
(Notary Public)

Cathy Tardle Notary Public  
State of Rhode Island  
My Commission  
Expires 07/06/2015

11 DEC 5 11:49 AM

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

P106650 dm

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

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

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

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

Liquor License #

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

10075039 69070514

(If the location is currently licensed)

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

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

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

4. Place of Birth: City State Country (not county) Height Weight Eyes Hair

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone

6. Name of Current or Most Recent Spouse: Last First Middle Maiden Date of Birth (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 401-765-1500

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

10. Name of Licensed Premises: CVS/pharmacy #10007 07115 Premises Phone: pending 623-334-4675

11. Physical Location of Licensed Premises Address: 7530 W. Cactus Rd. 6045 North Scottsdale Road Scottsdale, Maricopa 85253 89381

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

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

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip

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

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

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

15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X \_\_\_\_\_  
 (Signature of Applicant)

State of Rhode Island County of Providence

The foregoing instrument was acknowledged before me this  
20<sup>th</sup> day of September, 2011  
 \_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

My commission expires on: 26 / 03 / 2013  
 Day Month Year

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 Month Year

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
 Day Month Year

2 #17 + 1A

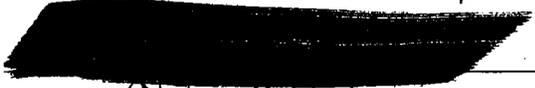
Statement to the Arizona Department of  
Liquor Licenses & Control

I, Marina Zaslavskiy am an officer for various CVS entities that currently hold approximately 5400 licenses to sell alcoholic beverages.

CVS has comprehensive measures in place, including training programs, to ensure compliance with all alcohol laws and regulations. From time to time, despite our best efforts, certain CVS store locations across the country have been cited for violations for alcohol sales to minors. Following any violations, we diligently work with local jurisdictions to prevent such violations in the future and have instituted new measures and retrained our staff where necessary. We believe the number of violations CVS has had is low considering the number of licenses we hold.

  
Marina Zaslavskiy  
Assistant Treasurer

Subscribed before me on this 20<sup>th</sup> day of September, 2011

  
(Notary Public)

Giselle Gauthier  
Notary Public  
State Of Rhode Island  
My Commission Expires 3/26/13

11 DEC 5 11:47 AM '09

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

*7 Percent  
802,717  
P1023790 Am*

QUESTIONNAIRE

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

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

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

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

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

Liquor License #

*10075034 09070514*  
(if the location is currently licensed)

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

2. Name: Morris Jason Barclay Date of Birth: [Redacted] (NOT a Public Record)

3. Social Security Number: [Redacted] Drivers License: [Redacted] State: [Redacted] (NOT a public record)

4. Place of Birth: [Redacted] Height: [Redacted] Weight: [Redacted] Eyes: [Redacted] Hair: [Redacted]

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: [Redacted]

6. Name of Current or Most Recent Spouse: Morris Paulina Vasquez Date of Birth: [Redacted] (List all for last 5 years - Use additional sheet if necessary) (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 10/76

8. Telephone number to contact you during business hours for any questions regarding this document. 602-230-0600

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

10. Name of Licensed Premises: CVS/pharmacy # 10007 07115 Premises Phone: pending 623-334-4635

11. Physical Location of Licensed Premises Address: 7530 W. cactus Rd. 6045 N. Scottsdale Rd, Scottsdale - PEK14 Maricopa 85253-85381

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
7/00	CURRENT	Partner/Attorney	Withey Morris, PLC, 2525 E Arizona Biltmore Cr., A-212, Phx, AZ

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
2/07	CURRENT	o	[Redacted]	[Redacted]	[Redacted]	[Redacted]
3/02	2/07	o	[Redacted]	[Redacted]	[Redacted]	[Redacted]

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

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and **answer #14a below**. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
**If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**  YES  NO
- 15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

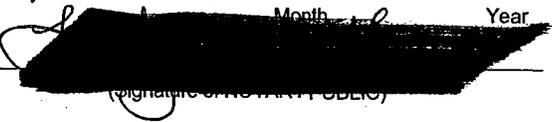
X   
\_\_\_\_\_  
(Signature of Applicant)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this  
19 day of Oct, 2011  
\_\_\_\_\_  
Month Year

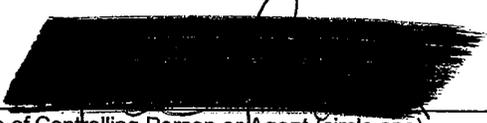


12 Oct 2015  
Day Month Year

  
\_\_\_\_\_  
(Signature of Notary Public)

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

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

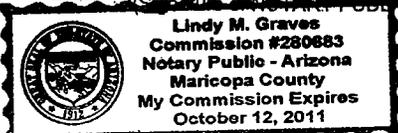
X   
\_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this  
5 day of Oct, 2011  
\_\_\_\_\_  
Month Year

Jason Barclay Morris  
Print Name

My commission expires on: 12 Oct 11  
Day Month Year



11 DEC 5 11:41 AM '00

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

F.P. current 9/10  
P1040503 Am.

QUESTIONNAIRE

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

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

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

Liquor License #

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

~~10075034~~ 09070514

(If the location is currently licensed)

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

2. Name: Lankowsky Zenon Paul Date of Birth: [Redacted]  
Last First Middle (NOT a Public Record)

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

4. Place of Birth: [Redacted] Height: [Redacted] Weight: [Redacted] Eyes: [Redacted] Hair: [Redacted]  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: [Redacted]

6. Name of Current or Most Recent Spouse: Lankowsky Carol Ann Miller Date of Birth: [Redacted]  
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 401-765-1500

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

10. Name of Licensed Premises: CVS/pharmacy #4000707115 Premises Phone: pending 623-334-4635

11. Physical Location of Licensed Premises Address: 7530 W. Cactus Rd 6045 North Scottsdale Road Scottsdale Maricopa 85253-8530  
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
10/1984	CURRENT	Corporate Officer	[Redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
09/1993	CURRENT	OWN	[Redacted]	[Redacted]	[Redacted]	[Redacted]

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

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and **answer #14a below**. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO
- 15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X \_\_\_\_\_  
(Signature)  
State of Rhode Island County of Providence  
The foregoing instrument was acknowledged before me this 20th day of September, 2011 Year  
\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: Cathy Tardie  
**Notary Public**  
State of Rhode Island  
My Commission Expires 07/06/2015

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

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

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year  
\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

Print Name \_\_\_\_\_  
My commission expires on: \_\_\_\_\_  
Day Month Year

Q # 17 + 19

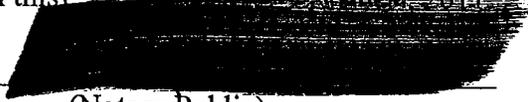
Statement to the Arizona Department of  
Liquor Licenses & Control

I, Zenon Paul Lankowsky am an officer for various CVS entities that currently hold approximately 5400 licenses to sell alcoholic beverages.

CVS has comprehensive measures in place, including training programs, to ensure compliance with all alcohol laws and regulations. From time to time, despite our best efforts, certain CVS store locations across the country have been cited for violations for alcohol sales to minors. Following any violations, we diligently work with local jurisdictions to prevent such violations in the future and have instituted new measures and retrained our staff where necessary. We believe the number of violations CVS has had is low considering the number of licenses we have.

  
Zenon Paul Lankowsky  
President

Subscribed before me on this 25th day of September 2011

  
(Notary Public)

**Cathy Tardie**  
**Notary Public**  
**State of Rhode Island**  
**My Commission Expires 07/06/2015**

11 DEC 5 11 47 AM '09

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

FP current # 9/10  
P1054454 Am

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

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

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

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

Liquor License #

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

~~10075534~~ 69070514  
(If the location is currently licensed)

1. Check appropriate box →

<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> Manager (Only)
--	--	---

2. Name: DeNale Carol Ann  
 Last First Middle Date of Birth: [REDACTED]  
 (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License: [REDACTED] State: [REDACTED]  
 (NOT a public record)

4. Place of Birth: [REDACTED] City State Country (not county) Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: 401-765-1500

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

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

8 Telephone number to contact you during business hours for any questions regarding this document. 401-765-1500

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

10. Name of Licensed Premises: CVS/pharmacy #40007-07115 Premises Phone: pending 623-334-4635

11. Physical Location of Licensed Premises Address: 7530 W. Cactus Rd. 6045 North Scottsdale Road Scottsdale Maricopa 85253-8538  
 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
06/1997	CURRENT	Corporate Officer	[REDACTED]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
05/1999	CURRENT	OWN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and **answer #14a below.** If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
**If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**  YES  NO
- 15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X \_\_\_\_\_  
Signature of Applicant

State of Rhode Island County of Providence

The foregoing instrument was acknowledged before me this  
21<sup>st</sup> day of September, 2011  
Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on:  
**Cathy Tardie**  
**Notary Public**  
**State of Rhode Island**  
My Commission Expires **07/06/2015**

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

\_\_\_\_\_  
Print Name  
My commission expires on: \_\_\_\_\_  
Day Month Year

Q# 17 and 19

'11 DEC 5 Ltr. Lic. # 450

Statement to the Arizona Department of  
Liquor Licenses & Control

I, Carol Ann DeNale am an officer for various CVS entities that currently hold approximately 5400 licenses to sell alcoholic beverages.

CVS has comprehensive measures in place, including training programs, to ensure compliance with all alcohol laws and regulations. From time to time, despite our best efforts, certain CVS store locations across the country have been cited for violations for alcohol sales to minors. Following any violations, we diligently work with local jurisdictions to prevent such violations in the future and have instituted new measures and retrained our staff where necessary. We believe the number of violations CVS has had is low considering the number of licenses we hold.

  
\_\_\_\_\_  
Carol Ann DeNale  
Vice President/ Treasurer

Subscribed before me on this 21<sup>st</sup> day of September, 2011

  
\_\_\_\_\_  
(Notary Public)

**Cathy Tardie**  
**Notary Public**  
**State of Rhode Island**  
My Commission Expires 07/06/2015

11 DEC 5 11:45 AM

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
(602) 542-5144

QUESTIONNAIRE

PP current 9/10  
P1040501 Am

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

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

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

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

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

Liquor License #

70075034 69076514

(If the location is currently licensed)

1. Check appropriate box →

<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent	<input type="checkbox"/> Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21
--	--------------------------------	---

2. Name: Moffatt Thomas Swift Date of Birth: [REDACTED]  
Last First Middle (NOT a Public Record)

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

4. Place of Birth: [REDACTED] [REDACTED] [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: Moffatt Alexandra McDonald-Swift Date of Birth: [REDACTED]  
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 401-765-1500

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

10. Name of Licensed Premises: CVS/pharmacy #10007-07115 Premises Phone: pending 623-334-4635

11. Physical Location of Licensed Premises Address: 7530 W. Cactus Rd. 6045 North Scottsdale Road Scottsdale Maricopa 85253-8935  
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
08/1997	CURRENT	Corporate Officer	CVS Pharmacy, Inc., One CVS Drive, Woonsocket, RI 02895

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
05/1998	CURRENT	OWN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

\*11 DEC 5 LIQ. LIC. #450

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and **answer #14a below**. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO
15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X [Signature]  
(Signature of Applicant)

State of Rhode Island County of Providence

The foregoing instrument was acknowledged before me this 19th day of September, 2011 Year.

[Signature]  
(Signature of NOTARY PUBLIC)

**Cathy Tardie**  
**Notary Public**  
**State of Rhode Island**  
My Commission Expires 07/06/2015

My commission expires on:

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

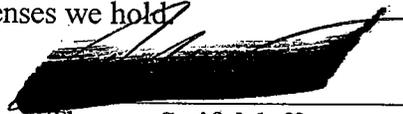
My commission expires on: \_\_\_\_\_  
Day Month Year

Q # 17 + 19

Statement to the Arizona Department of  
Liquor Licenses & Control

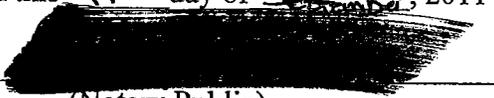
I, Thomas Swift Moffatt am an officer for various CVS entities that currently hold approximately 5400 licenses to sell alcoholic beverages.

CVS has comprehensive measures in place, including training programs, to ensure compliance with all alcohol laws and regulations. From time to time, despite our best efforts, certain CVS store locations across the country have been cited for violations for alcohol sales to minors. Following any violations, we diligently work with local jurisdictions to prevent such violations in the future and have instituted new measures and retrained our staff where necessary. We believe the number of violations CVS has had is low considering the number of licenses we hold



Thomas Swift Moffatt,  
Secretary

Subscribed before me on this 19<sup>th</sup> day of September 2011



(Notary Public)

**Cathy Tardie**  
**Notary Public**  
State of Rhode Island  
My Commission Expires 07/06/2015

'11 DEC 5 04. U.S. #450

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP current 9/10  
P1040504 dm

QUESTIONNAIRE

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

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

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

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

Liquor License #

10075034 09070514  
(If the location is currently licensed)

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

1. Check appropriate box →

<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> Manager (Only)
--	--	---

2. Name: Cimbron Last, Linda First, Marie Middle, Date of Birth: [REDACTED] (NOT a Public Record)

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

4. Place of Birth: [REDACTED] City, [REDACTED] State, [REDACTED] Country (not county), Height: [REDACTED], Weight: [REDACTED], Eyes: [REDACTED], Hair: [REDACTED]

5. Marital Status  Single  Married  Divorced  Widowed, Daytime Contact Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: Cimbron Last, Paul First, Stephen Middle, Maiden [REDACTED], Date of Birth: [REDACTED] (NOT a public record)

7. You are a bona fide resident of what state? Rhode Island, If Arizona, date of residency: [REDACTED]

8. Telephone number to contact you during business hours for any questions regarding this document. 401-765-1500

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

10. Name of Licensed Premises: CVS/pharmacy #10007-07115, Premises Phone: pending 623-334-4635

11. Physical Location of Licensed Premises Address: 7530 W. Laurus Rd. 6045 North Scottsdale Road, Scottsdale, Maricopa, 85253 85381  
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
04/1997	CURRENT	Corporate Officer	CVS Pharmacy, Inc., One CVS Drive, Woonsocket, RI 02895

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
10/1985	CURRENT	OWN	[REDACTED]	[REDACTED]	[REDACTED]	02895

11 DEC 5 Lic. Lic. #4 50

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

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and **answer #14a below**. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
**If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**  YES  NO
- 15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X [Signature]  
(Signature of Applicant)

State of Rhode Island County of Providence

The foregoing instrument was acknowledged before me this  
19th day of September, 2011  
Month Year

[Signature]  
(Signature of NOTARY PUBLIC)

**Cathy Tardie**  
Notary Public  
My commission expires on: \_\_\_\_\_  
**State of Rhode Island**  
My Commission Expires **07/06/2015**

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
Month Year

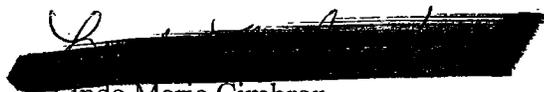
\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

\_\_\_\_\_  
Print Name  
My commission expires on: \_\_\_\_\_  
Day Month Year

Statement to the Arizona Department of  
Liquor Licenses & Control

I, Linda Marie Cimbron am an officer for various CVS entities that currently hold approximately 5400 licenses to sell alcoholic beverages.

CVS has comprehensive measures in place, including training programs, to ensure compliance with all alcohol laws and regulations. From time to time, despite our best efforts, certain CVS store locations across the country have been cited for violations for alcohol sales to minors. Following any violations, we diligently work with local jurisdictions to prevent such violations in the future and have instituted new measures and retrained our staff where necessary. We believe the number of violations CVS has had is low considering the number of licenses we hold.



Linda Marie Cimbron  
Assistant Secretary

Subscribed before me on this 19th day of September, 2011



(Notary Public)

Cathy Tardie  
Notary Public  
State of Rhode Island  
My Commission Expires 07/06/2015

11 DEC 5 11:47 AM '09

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

F.P. current 9/10  
P1047088 Am

QUESTIONNAIRE

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

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

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

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

Liquor License #

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

10075034 09070514  
(If the location is currently licensed)

1. Check appropriate box →

<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> Manager (Only)
--	--	---

2. Name: Luker Melanie Kathleen  
Last First Middle Date of Birth [REDACTED]  
(NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License: [REDACTED] State: [REDACTED]  
(NOT a public record)

4. Place of Birth: [REDACTED] City State Country (not county) Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED]

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: [REDACTED]

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. 401-765-1500

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

10. Name of Licensed Premises: CVS/pharmacy #10007 Premises Phone: pending 623-334-4635

11. Physical Location of Licensed Premises Address: 7530 W. Cactus Rd 6045 North Scottsdale Road Scottsdale, Maricopa 85253-8538  
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
05/1997	CURRENT	Corporate Officer	[REDACTED]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
09/2010	CURRENT	Rent	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12/2001	09/2010	Own	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

11 DEC 5 Lic. Lic. #451

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and **answer #14a below**. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO
15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X   
(Signature of Applicant)

State of Rhode Island County of Providence

The foregoing instrument was acknowledged before me this  
19th day of September, 2011  
Year

**Cathy Tardie**  
**Notary Public**

My commission expires on: State of Rhode Island  
My Commission Expires 07/06/2015

  
(Signature of NOTARY PUBLIC)

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
Day Month Year

QH 17 419

'11 DEC 5 04. LIC. PM 4 51

Statement to the Arizona Department of  
Liquor Licenses & Control

I, Melanie Kathleen Luker am an officer for various CVS entities that currently hold approximately 5400 licenses to sell alcoholic beverages.

CVS has comprehensive measures in place, including training programs, to ensure compliance with all alcohol laws and regulations. From time to time, despite our best efforts, certain CVS store locations across the country have been cited for violations for alcohol sales to minors. Following any violations, we diligently work with local jurisdictions to prevent such violations in the future and have instituted new measures and retrained our staff where necessary. We believe the number of violations CVS has had is low considering the number of licenses we hold.

  
Melanie Kathleen Luker  
Assistant Secretary

Subscribed before me on this 19<sup>th</sup> day of September, 2011

  
(Notary Public)

Cathy Tardie  
Notary Public  
State of Rhode Island  
My Commission Expires 07/06/2015

11 DEC 5 11:45 AM

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

P1066147 Am

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

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

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

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

Liquor License #

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

1075034 09070514  
(If the location is currently licensed)

1. Check appropriate box →

<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21
--	--	---

2. Name: Corrigan Terrence Martin Date of Birth: [REDACTED]  
Last First Middle (NOT a Public Record)

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

4. Place of Birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: Corrigan Amy Mary Kirby Date of Birth: [REDACTED]  
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

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

8 Telephone number to contact you during business hours for any questions regarding this document. 401-765-1500

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

10. Name of Licensed Premises: CVS/pharmacy #10007 07115 Premises Phone: pending 623-334-4635

11. Physical Location of Licensed Premises Address: 7530 W. Lactus Rd. 6045 North Scottsdale Road Scottsdale, Maricopa 85253 85381  
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
03/2006	CURRENT	Corporate Officer	[REDACTED]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
2/2003	CURRENT	Own	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  YES  NO  
If you answered YES, how many hrs/day? \_\_\_\_\_, and answer #14a below. If NO, skip to #15.
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  YES  NO  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
- 15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X \_\_\_\_\_  
 (Signature of Applicant)

State of Rhode Island County of Providence

The foregoing instrument was acknowledged before me this  
20<sup>th</sup> day of September, 2011  
 Year

My commission expires on: 26 / 03 / 2013  
 Day Month Year

\_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
 Month Year

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
 Day Month Year

Q# 17 + 19

11 DEC 5 Lique. Lic. PM 4 51

Statement to the Arizona Department of  
Liquor Licenses & Control

I, Terence M. Corrigan am an officer for various CVS entities that currently hold approximately 5400 licenses to sell alcoholic beverages.

CVS has comprehensive measures in place, including training programs, to ensure compliance with all alcohol laws and regulations. From time to time, despite our best efforts, certain CVS store locations across the country have been cited for violations for alcohol sales to minors. Following any violations, we diligently work with local jurisdictions to prevent such violations in the future and have instituted new measures and retrained our staff where necessary. We believe the number of violations CVS has had is low considering the number of licenses we hold.

  
Terence M. Corrigan  
Vice President/Assistant Treasurer

Subscribed before me on this 20<sup>th</sup> day of September, 2011



Giselle Gauthier  
Notary Public  
State Of Rhode Island  
My Commission Expires 3/26/13

11 DEC 5 11:41 AM '11

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

PI066148Am

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

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

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

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

Liquor License #

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

1007234 09070514
(If the location is currently licensed)

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

2. Name: Clark Jeffrey Edward Date of Birth: [redacted]
Last First Middle (NOT a Public Record)

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

4. Place of Birth: [redacted] Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]
City State Country (not county)

5. Marital Status: [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: [redacted]

6. Name of Current or Most Recent Spouse: Clark Jennifer Eden Uniterma Date of Birth: [redacted]
Last First Middle Maiden (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 401-765-1500

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

10. Name of Licensed Premises: CVS/pharmacy #10007 07115 Premises Phone: pending 623-334-4635

11. Physical Location of Licensed Premises Address: 7530 W. Cactus Rd, 6045 North Scottsdale Road Scottsdale, Maricopa 85253 85381
Street Address (Do not use PO Box #) City County Zip

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 07/2007, CURRENT, Corporate Officer, [redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 & 13

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

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: 10/2002, CURRENT, Own, [redacted], [redacted], [redacted]

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

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and **answer #14a below**. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
**If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**  YES  NO
- 15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

20. I, <sup>Edward</sup> Jeffrey E. Clark, hereby declare that I am the APPLICANT/REPRESENTATIVE  
(print full name of Applicant)  
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X \_\_\_\_\_  
(Signature of Applicant)

State of Rhode Island County of Providence

The foregoing instrument was acknowledged before me this  
20th day of September, 2011  
Month Year

My commission expires on: 20 / 03 / 2013  
Day Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
Day Month Year

Q # 17 + 19

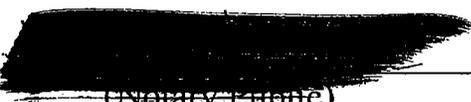
Statement to the Arizona Department of  
Liquor Licenses & Control

I, Jeffrey E. Clark am an officer for various CVS entities that currently hold approximately 5400 licenses to sell alcoholic beverages.

CVS has comprehensive measures in place, including training programs, to ensure compliance with all alcohol laws and regulations. From time to time, despite our best efforts, certain CVS store locations across the country have been cited for violations for alcohol sales to minors. Following any violations, we diligently work with local jurisdictions to prevent such violations in the future and have instituted new measures and retrained our staff where necessary. We believe the number of violations CVS has had is low considering the number of licenses we hold.

  
Jeffrey E. Clark  
Assistant Treasurer

Subscribed before me on this 20<sup>th</sup> day of September, 2011

  
(Notary Public)

Giselle Gauthier  
Notary Public  
State Of Rhode Island  
My Commission Expires 3/20/13

11 DEC 5 11:47 AM '07

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

PP current 802-61
P1064165 Am

QUESTIONNAIRE

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

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

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

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

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

Liquor License #

-10675034 09070514

(If the location is currently licensed)

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

2. Name: Jimenez Margarita Irene Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License: [REDACTED] State: [REDACTED]
(NOT a public record) (NOT a public record)

4. Place of Birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State Country (not county)

5. Marital Status [X] Single [ ] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: 602-999-3633

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

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1978

8. Telephone number to contact you during business hours for any questions regarding this document. 623-334-4635

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

10. Name of Licensed Premises: CVS/pharmacy # 07115 Premises Phone: 623-334-4635

11. Physical Location of Licensed Premises Address: 7530 W. Cactus Rd. Peoria Maricopa 85381
Street Address (Do not use PO Box #) City County Zip

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 5/05, CURRENT, [REDACTED]ger, [REDACTED]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: 7/09, CURRENT, Own, [REDACTED], [REDACTED], [REDACTED], [REDACTED]

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and answer #14a below. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO  
*I am also listed on the Series 10 license currently assigned to this location*
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

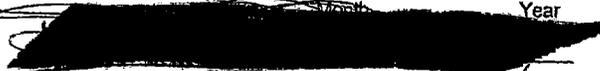
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

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

X   
(Signature of Applicant)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this  
7th day of November, 2011  
Year

  
(Signature of NOTARY PUBLIC)



10/24/2014  
Day Month Year

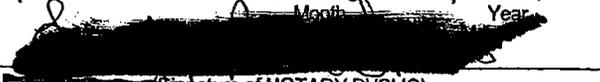
**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

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

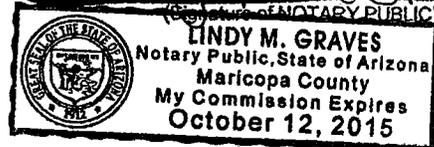
X   
Signature of Controlling Person or Agent (circle one)  
Jason Barclay Morris  
Print Name

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this  
10 day of November, 2011  
Year

  
(Signature of NOTARY PUBLIC)

My commission expires on: 12 10 15  
Day Month Year



11 DEC 5 Lic. Lic. #452

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

P1066149dm

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

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

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

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

Liquor License #

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

10075039 09070514

(If the location is currently licensed)

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

2. Name: Desrochers Jason David Last First Middle Date of Birth (NOT a Public Record)

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

4. Place of Birth: City State Country (not county) Height Weight Eyes Hair

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone

6. Name of Current or Most Recent Spouse: Desrochers Tammy Lynn Dunham Last First Middle Maiden Date of Birth (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 401-765-1500

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

10. Name of Licensed Premises: CVS/pharmacy #10007 67115 Premises Phone: pending 623-334-4635

11. Physical Location of Licensed Premises Address: 7530 W. Lactus Rd. 6045 North Scottsdale Road Scottsdale Maricopa 85253 85381

12. List your employment or type of business during the past five (5) years. Table with columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)

13. Indicate your residence address for the last five (5) years: ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

Table with columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip

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

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

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

15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X \_\_\_\_\_  
 (Signature of Applicant)

State of Rhode Island County of Providence

The foregoing instrument was acknowledged before me this  
20th day of September, 2011  
 Month Year

My commission expires on: 26 / 03 / 2013  
 Day Month Year

\_\_\_\_\_  
 (Signature of Notary Public)

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
 Month Year

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
 Day Month Year

Q # 17 + 19

\*11 DEC 5 LIQ. LIC. RM 4 52

Statement to the Arizona Department of  
Liquor Licenses & Control

I, Jason D. Desrochers am an officer for various CVS entities that currently hold approximately 5400 licenses to sell alcoholic beverages.

CVS has comprehensive measures in place, including training programs, to ensure compliance with all alcohol laws and regulations. From time to time, despite our best efforts, certain CVS store locations across the country have been cited for violations for alcohol sales to minors. Following any violations, we diligently work with local jurisdictions to prevent such violations in the future and have instituted new measures and retrained our staff where necessary. We believe the number of violations CVS has had is low considering the number of licenses we hold.

  
Jason D. Desrochers  
Assistant Treasurer

Subscribed before me on this 20<sup>th</sup> day of September, 2011

  
(Notary Public)

Giselle Gauthier  
Notary Public  
State Of Rhode Island  
My Commission Expires 3/26/13

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 13R

**Date Prepared: December 21, 2011**

**Council Meeting Date: February 7, 2012**

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**TO:** Carl Swenson, City Manager

**FROM:** Chris Jacques, AICP, Planning & Community Development Director

**THROUGH:** Susan J. Daluddung, AICP, Deputy City Manager

**SUBJECT:** TA 11-0007 – Administrative Regulations: Temporary Use Permits

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**Purpose:**

This is a request for City Council to hold a Public Hearing to consider a request to amend Section 14-39-11, Administrative Regulations of the Zoning Ordinance with respect to Temporary Use Permit (TUP) regulations.

**Background/Summary:**

In 2010, the Arizona State Legislature enacted legislation (HB2246) that permitted the sale of certain classes of fireworks (“Permissible Consumer Fireworks”), effective December 1, 2010. Under *Ordinance 2011-03*, the Zoning Ordinance was amended accordingly by creating a definition of fireworks, assigning the sales of fireworks to the proper zoning categories, prohibiting the sales as a home occupation, and allowing outdoor sales of fireworks as a permitted Temporary Use.

The first application of the approved amendment requiring the approval of a Temporary Use Permit for all outdoor sales of fireworks occurred during the two month time period leading up to the July 4th, 2011 holiday. During that period, staff approved seventeen (17) TUP applications. Most of the outdoor sales of fireworks occurred within tents or canopies in parking lots and/or vacant pad sites within commercial centers. However, three (3) sites utilized a fireworks stand. For overnight storage of the fireworks, the majority of sites included a portable metal storage container such as a conex box or Mobile Mini.

For most sites, the appearance was maintained in an orderly fashion and was appropriate to the type of temporary sales that were occurring. However, the fireworks stands were utilized by one vendor and was the source of numerous complaints from the public namely due to their prolonged unsightly appearance and to their lack of compliance to the TUP requiring removal upon expiration of the permit. In many cases, this non-compliance went on for several months as Code Enforcement sought procedural recourse.

At a September 20, 2011 Council Study Session, staff from the City Attorney's Office, Planning & Community Development and Fire provided a briefing recounting the collective experiences, observations and recommendations stemming from the ordinances relating to the sales of permissible consumer fireworks. The City Council directed Planning staff to prepare an amendment to the Zoning Ordinance that would prohibit the types of stands outlined above that resulted in complaints.

Accordingly, staff is proposing changes that will address the concerns raised about TUP's that include stands as a point of sale and/or display for a prolonged period of time. Because of the general nature of the uses that may be approved through the TUP process, many of these uses could also include stands or similar concession structures. From a regulating standpoint, this amendment is broadly structured to be equitable and address any TUP that may seek to utilize a stand or similar structure (for a period over 7 days), not just consumer fireworks sales.

Currently within Section 14-39 of the Zoning Ordinance, there are no specific limitations or restrictions as to the type of structures that may be used for outdoor sales and displays when they are used in conjunction with an approved TUP. Staff is recommending a modification to this section that will restrict outdoor sales and displays that exceed seven (7) days in duration to tents, canopies, and/or membrane structures only. As observed with most temporary use permits for outdoor sales and displays, a tent or canopy is more typically associated with the nature of a temporary use than a stand and is less likely to detract aesthetically from the surrounding area.

The amendment language will apply to the prohibition of stands used for temporary outdoor sales and displays that extend beyond a one-week time period. It will not impact those uses that are intended for a weekend event, such as a carnival or festival where sales trailers and/or stands may be utilized for concessions or ticket sales. The time period was included to limit the impact for uses that may extend beyond seven (7) days and up to the maximum approval period of sixty (60) days for TUP's.

Additional changes to Article 14-39 Temporary Use Permits include modifications to the requirements for restoration of the site within 72 hours of the cessation of the use or the expiration of the permit, whichever occurs first. Existing language in the ordinance does not specify an exact timeframe for removal of the use and restoration of the site. These changes provide more specificity to the requirements.

**Previous Actions:**

The use and sales of permissible consumer fireworks was an agenda item on the September 20, 2011 City Council Study Session.

This amendment, Case TA 11-0007, was presented to the Planning & Zoning Commission on December 15, 2011 where the Commission voted unanimously to recommend approval of Case TA 11-0007 to the City Council.

**Options:**

- A:** Approve as recommended by Staff and the Planning & Zoning Commission; or
- B:** Approve with modifications; or
- C:** Deny; or
- D:** Continue action to a date certain or indefinitely; or
- E:** Remand to the Planning & Zoning Commission for further consideration.

**Staff's Recommendation:**

Staff recommends the City Council concur with the Planning & Zoning Commission's December 15, 2011 unanimous recommendation to approve Case TA 11-0007.

**Fiscal Analysis:**

This request is not expected to have immediate budgetary impacts to the City.

**Narrative:**

No further action would be necessary should the City Council take action to approve this application.

**Exhibit(s):**

**Exhibit 1:** December 15, 2011 Planning & Zoning Commission Staff Report with Exhibits

Ordinance

**Contact Name and Number:**

Robert Gubser, AICP, Principal Planner, x7405



# ZONING ORDINANCE TEXT AMENDMENT

## REPORT TO THE PLANNING AND ZONING COMMISSION

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**CASE NUMBER:** TA 11-0007  
**DATE:** December 15, 2011  
**AGENDA ITEM:** 4R

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**Applicant:** City of Peoria

**Request:** Amendment to Article 14-39 Administrative Procedures of the Zoning Ordinance. The amendment will address the types of allowable structures for outdoor sales and displays, and the restoration requirements of the site following a temporary use.

**Support / Opposition:** As of the date of this printing, Staff has not received any correspondence in support or opposition to this request.

**Recommendation:** **Approve** as requested.

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### **BACKGROUND**

1. In 2010, the Arizona State Legislature enacted legislation (HB2246) that permitted the sale of certain classes of fireworks ("permissible consumer fireworks"), effective December 1, 2010. In response to concerns regarding safety, the City of Peoria banned the use of fireworks within the City for a period of one-year expiring on November 30, 2011 (Ord. 2010-33). The expiration clause was removed from the ordinance and a complete ban on the use of fireworks was approved by the City Council on December 6, 2011.
2. Despite the ban, the sales of fireworks are still permitted per the approved legislation. Under Ordinance 2011-03, the zoning ordinance was amended to codify the language contained in HB 2246 creating a definition of fireworks, assigning the sales of fireworks to the proper zoning categories, prohibiting the sales as a home occupation, and allowing outdoor sales of fireworks as a permitted Temporary Use.
3. The first application of the approved amendment requiring the approval of a Temporary Use Permit (TUP) for all outdoor sales of fireworks was during the two month time period leading up to the July 4<sup>th</sup>, 2011 holiday. During that period, staff processed seventeen TUP applications. Of those applications, three were for fireworks stands and the remaining fourteen were for tents and canopies. The TUP's were located throughout the City, with most occurring in developed

parking lots or vacant pad sites within commercial centers. There were several that were located in vacant lots that gained access from an adjacent street.

4. The general layout of the site for sales consisted of an area for display, which was either under a tent or canopy, or located within a stand (see image below). For overnight storage of the fireworks, the majority of sites included a portable metal storage container such as a conex box or Mobile Mini. Signage was limited to several large banners, flags/pennants, swoopers, and A-frames. For most sites, the appearance was kept in an orderly fashion and was appropriate to the type of sales that were occurring. However, for the sites that utilized stands, the general appearance was unsightly and staff received multiple complaints attesting to this fact. Comments indicated that the look of the stands was "shanty-like" and that they detracted from the overall appearance of the surrounding area. In addition, there were several code compliance issues relating to the sites not being restored to the previous condition following expiration of the TUP.



Image 1: Consumer Fireworks Stand

5. At the September 20, 2011 City Council Study Session, staff presented an update regarding the ban on fireworks usage within the City, as well as the issue of fireworks stands erected in conjunction with an approved Temporary Use Permit. City Council directed staff to proceed accordingly with an amendment to the zoning ordinance that will create and maintain a positive appearance for temporary use activities.

## **ANALYSIS AND DISCUSSION**

6. With this amendment, staff is proposing changes that will address the concerns raised about TUP's that include stands as a point of sale and/or display. Because of the general nature of the uses that may be approved through the TUP

process, many of these uses could also include stands or similar structures such as concession trailers. This amendment will address all structures that are utilized for outdoor sales and display areas, not just for consumer fireworks sales.

*Administrative Procedures – Article 14-39-11*

7. Currently within this section of the zoning ordinance, there are no specific limitations or restrictions as to the type of structures that may be used for outdoor sales and displays when they are used in conjunction with an approved TUP. Staff is recommending a modification to this section that will restrict outdoor sales and displays that exceed seven (7) days in duration to tents, canopies, and/or membrane structures only. As observed with most temporary use permits for outdoor sales and displays, a tent or canopy is more typically associated with the nature of a temporary use than a stand and is less likely to detract aesthetically from the surrounding area.
8. The draft language will apply to the prohibition of stands used for temporary outdoor sales and displays that extend beyond a one-week time period. It will not impact those uses that are intended for a weekend event, such as a carnival or festival where sales trailers and/or stands may be utilized for concessions or ticket sales. The time period was included to limit the impact for uses that may extend beyond seven (7) days and up to the maximum approval period of sixty (60) days for TUP's.
9. Additional changes to Article 14-39 Temporary Use Permits include modifications to the requirements for restoration of the site within 72 hours of the cessation of the use or the expiration of the permit, whichever occurs first. Existing language in the ordinance does not specify an exact timeframe for removal of the use and restoration of the site. These changes provide more specificity to the requirements.

*Departmental Comments*

10. The proposed amendment was reviewed by the City Attorney's Office, the Fire Department, and the Building Safety Division. Any comments generated from their reviews have been incorporated into the amendment.

*Public Notice*

11. Public notice of this proposed amendment to the Zoning Ordinance was provided in the manner prescribed under Article 14-39. The time, date, and place of the hearing have been published at least once in a newspaper of general circulation in the City at least fifteen (15) days prior to the hearing.



# ARTICLE 14-39

## ADMINISTRATIVE PROCEDURES

(Ord. No. 02-80)

### CONTENTS

14-39-11 TEMPORARY USE PERMITS

#### 14-39-11 TEMPORARY USE PERMITS

##### A. *Intent.*

1. In addition to regulating uses which are permanent in nature, it is the intent of this Ordinance to provide for certain temporary uses for limited periods of time. Allowing temporary uses, as herein provided for, is not intended to permit uses otherwise prohibited by the Zoning Ordinance or to allow permanent uses to be established.
2. The purpose of this Section is to establish the procedures and outline the review criteria to be used by the Community Development Department when considering an application for a Temporary Use Permit. All Temporary Uses shall be conducted so as not to be detrimental to the surrounding properties and shall be subject to the standards and regulations contained herein. The Community Development Department shall not grant a Temporary Use Permit until adequate assurances have been provided ensuring compliance with the provisions of this Ordinance and all other applicable City codes.

##### B. *General.* Every Temporary use shall require a Temporary Use Permit as herein stipulated.

1. Structures utilized for the Temporary Uses of outdoor sales and/or displays that exceed seven (7) days in duration shall be limited only to the following: tents, canopies, and/or membrane structures. (Ord. No. 2012-##)

##### C. *Permitted Temporary Uses.* The City may grant a Temporary Use Permit for any of the following uses.

1. Carnivals, circuses, or similar special events.
2. Christmas tree sales, pumpkin sales, or similar holiday-related events.
3. Outdoor sales of permissible consumer fireworks. (Ord. No. 2011-03)
4. Temporary municipal uses. (Ord. No. 05-22)
5. Off-site retail sales of souvenirs, gifts, and food incidental to a sporting or cultural event.
6. Tent revival or fellowship meetings.
7. Craft shows, home and garden shows, festivals, or similar events.

8. Outdoor concerts, paid admission events, and events involving the distribution of alcoholic beverages.
  9. Such other uses as the City may deem to be within the intent and purpose of this Section.
- D. *Application.* A property owner or duly authorized agent may submit an application for a Temporary Use Permit. The applicant shall obtain the official application materials from the Department. Submittal requirements shall be as outlined on the official form and any other requirements that the Department deems necessary to understand the proposal, including Site Plans prepared in accordance with Section 14-39-9, "Site Plan Review," of this Article. The applicant shall submit the official application and associated materials, together with the applicable fee, to the Department.
- E. *Posting.* Temporary Uses which, in the opinion of the Department, meet all the following criteria shall not require posting:
1. The use and/or structure complies with all applicable codes and Ordinances;
  2. The use and/or structure does not interfere with pedestrian access ways, fire lanes, driveways, landscaped areas, or traffic visibility at driveways or street intersections;
  3. Parking on the property is adequate to serve any existing permanent use and the temporary use;
  4. The temporary use shall not be conducted between the hours of 10 P.M. and 7 A.M.; and
  5. The City Engineer, or designee thereof, approves vehicular access for the proposed temporary use.

Temporary uses which, in the opinion of the Department, do not meet all of the above criteria shall be posted. For such temporary uses, the City shall post the subject property within five (5) working days following submittal of the application

F. *Review and Approval*

1. Application for a Temporary Use Permit shall be reviewed by the Department who shall approve, conditionally approve, or disapprove the application. Approval shall be given only when in the judgment of the City such approval is consistent with the intent and purpose of this Section of this Ordinance.

In considering the application, the Department may include, but are not be limited to, the following conditions:

- a. Regulation of parking, dust control measures, and site lighting.
- b. Regulation of hours of operation.
- c. Regulation of site ingress and egress.

- d. Assurance of compliance with building, fire, electrical, and all other appropriate codes.
  - e. Such other conditions deemed necessary to carry out the intent and purpose of this Section.
  - f. All signage proposed for the temporary use or event shall be in compliance with Article 14-34, "Signs." All signage shall obtain a separate sign permit. (Ord. No. 04-211)
2. For proposals that require posting, the Department shall render a decision no sooner than five (5) and no later than eight (8) working days from the date of posting. For proposals that do not require posting, the Department shall render a decision no later than five (5) working days from the date of submittal of the application.
  3. The Department shall notify the applicant, in writing, of the decision to approve or deny the application, and shall state any conditions for approval or reasons for denial in said letter.
  4. Issuance of Permits. To be issued a permit, the applicant shall sign an agreement with the City stating that upon within 72 hours of cessation of the use or expiration of the permit, whichever occurs first, the ~~premises will~~ site shall be promptly cleaned and restored to substantially the same condition existing prior to commencement of the temporary use.
  5. Time Limits and Renewal of Permits. All Temporary Use Permit approvals shall be subject to a time limit as set forth by the Department or Board of Adjustment. A Temporary Use Permit shall be granted for no longer than sixty (60) days, except for off-site construction yards or residential sales or construction offices which may be permitted for the duration of the project or as determined by the City. Continuation of the use beyond the stipulated time limit shall require the submittal and approval of a new application. Approval shall be made subject to any further conditions that the Department deems necessary to assure that all adverse impacts to the surrounding properties are minimized to the fullest extent possible. (Ord. No. 04-211)
  6. When renewing Temporary Use Permits; the department shall adhere to the following:
    - a. Off-site construction yards and residential sales and construction offices lasting up to one (1) year may be renewed once or for a period as determined by the City. (Ord. No. 04-211)
    - b. All other renewals shall not exceed a period of sixty (60) days, in accordance with the following:
      - 1) Temporary uses lasting up to thirty (30) days shall be not be renewed more than twice within a one (1) year period.
      - 2) Temporary uses lasting thirty (30) to sixty (60) days shall not be renewed more than once within a one (1) year period.

G. *Appeal of Decision to Board of Adjustment*

1. Upon receiving notification of the Department's decision to approve or deny the application for a Temporary use Permit, the applicant or any party in interest, aggrieved by the decision may file an appeal to the Board of Adjustment. Such appeal shall be filed in writing, within seven (7) calendar days of the decision. Any appeal to the Board of Adjustment shall follow the procedures outlined in this Article, Section 14-39-14, "Appeals to Board of Adjustment," Sub-section I, "Temporary Use Permit."
2. Upon appeal, the Department shall file all material on the matter with the Board of Adjustment. The Board shall review the case based on the material filed by the Department and on information presented at the hearing. The Board shall uphold the action of the Department, remand the matter back to the Department with instructions for further review, or overturn the action of the Department.

ORDINANCE NO. 2012-05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 14 OF THE PEORIA CITY CODE (1977 EDITION), BY AMENDING ARTICLE 14-39-11 "ADMINISTRATIVE PROCEDURES" OF THE PEORIA ZONING ORDINANCE; PROVIDING FOR SEPARABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Maricopa County, Arizona, held a public hearing on December 15, 2011 to consider a proposed amendment to the Peoria City Code, after notice in the manner provided by law; and

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance, and manner provided by law including publication of such in the Peoria Times on November 25, 2011; and

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Arizona at its regularly convened meeting of December 15, 2011, voted to recommend to the Mayor and Council of the City of Peoria, Arizona, that amendments be made to the Peoria City Code (1977 edition) and Chapter 24 of the Peoria City Code; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, have considered the recommendation of the Planning and Zoning Commission of the City of Peoria, Arizona, and deem it to be in the best interest of the public health, safety and welfare of the residents of the City of Peoria, Arizona to amend Article 14-39-11 "Administrative Procedures" of Chapter 14 of the Peoria City Code (1977 edition):

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona as follows:

SECTION 1. of Chapter 14 of the Peoria City Code (1977 edition) shall be amended to read as indicated on Exhibit A.

SECTION 2. Effective Date. This Ordinance shall become effective on the date provided by law.

SECTION 3. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any

court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 7<sup>th</sup> day of February, 2012.

---

Bob Barrett, Mayor

---

Date Signed

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

Stephen M. Kemp, City Attorney

Published in: Peoria Times Publication Dates: February 10 and 17, 2012

Effective Date:

## EXHIBIT A

# ARTICLE 14-39 ADMINISTRATIVE PROCEDURES

(Ord. No. 02-80)

### CONTENTS

14-39-11 TEMPORARY USE PERMITS

### 14-39-11 TEMPORARY USE PERMITS

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2. The purpose of this Section is to establish the procedures and outline the review criteria to be used by the Community Development Department when considering an application for a Temporary Use Permit. All Temporary Uses shall be conducted so as not to be detrimental to the surrounding properties and shall be subject to the standards and regulations contained herein. The Community Development Department shall not grant a Temporary Use Permit until adequate assurances have been provided ensuring compliance with the provisions of this Ordinance and all other applicable City codes.

#### B. *General.* Every Temporary use shall require a Temporary Use Permit as herein stipulated.

1. Structures utilized for the Temporary Uses of outdoor sales and/or displays that exceed seven (7) days in duration shall be limited only to the following: tents, canopies, and/or membrane structures. (Ord. No. 2012-##)

#### C. *Permitted Temporary Uses.* The City may grant a Temporary Use Permit for any of the following uses.

1. Carnivals, circuses, or similar special events.
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3. Outdoor sales of permissible consumer fireworks. (Ord. No. 2011-03)
4. Temporary municipal uses. (Ord. No. 05-22)

5. Off-site retail sales of souvenirs, gifts, and food incidental to a sporting or cultural event.
6. Tent revival or fellowship meetings.
7. Craft shows, home and garden shows, festivals, or similar events.
8. Outdoor concerts, paid admission events, and events involving the distribution of alcoholic beverages.
9. Such other uses as the City may deem to be within the intent and purpose of this Section.

D. *Application.* A property owner or duly authorized agent may submit an application for a Temporary Use Permit. The applicant shall obtain the official application materials from the Department. Submittal requirements shall be as outlined on the official form and any other requirements that the Department deems necessary to understand the proposal, including Site Plans prepared in accordance with Section 14-39-9, "Site Plan Review," of this Article. The applicant shall submit the official application and associated materials, together with the applicable fee, to the Department.

E. *Posting.* Temporary Uses which, in the opinion of the Department, meet all the following criteria shall not require posting:

1. The use and/or structure complies with all applicable codes and Ordinances;
2. The use and/or structure does not interfere with pedestrian access ways, fire lanes, driveways, landscaped areas, or traffic visibility at driveways or street intersections;
3. Parking on the property is adequate to serve any existing permanent use and the temporary use;
4. The temporary use shall not be conducted between the hours of 10 P.M. and 7 A.M.; and
5. The City Engineer, or designee thereof, approves vehicular access for the proposed temporary use.

Temporary uses which, in the opinion of the Department, do not meet all of the above criteria shall be posted. For such temporary uses, the City shall post the subject property within five (5) working days following submittal of the application

F. *Review and Approval*

1. Application for a Temporary Use Permit shall be reviewed by the Department who shall approve, conditionally approve, or disapprove the application. Approval shall be given only when in the judgment of the City such approval is consistent with the intent and purpose of this Section of this Ordinance.

In considering the application, the Department may include, but are not be limited to, the following conditions:

- a. Regulation of parking, dust control measures, and site lighting.
  - b. Regulation of hours of operation.
  - c. Regulation of site ingress and egress.
  - d. Assurance of compliance with building, fire, electrical, and all other appropriate codes.
  - e. Such other conditions deemed necessary to carry out the intent and purpose of this Section.
  - f. All signage proposed for the temporary use or event shall be in compliance with Article 14-34, "Signs." All signage shall obtain a separate sign permit. (Ord. No. 04-211)
2. For proposals that require posting, the Department shall render a decision no sooner than five (5) and no later than eight (8) working days from the date of posting. For proposals that do not require posting, the Department shall render a decision no later than five (5) working days from the date of submittal of the application.
  3. The Department shall notify the applicant, in writing, of the decision to approve or deny the application, and shall state any conditions for approval or reasons for denial in said letter.
  4. Issuance of Permits. To be issued a permit, the applicant shall sign an agreement with the City stating that ~~upon~~ within 72 hours of cessation of the use or expiration of the permit, whichever occurs first, the ~~premises will site shall~~ be promptly cleaned and restored to substantially the same condition existing prior to commencement of the temporary use.
  5. Time Limits and Renewal of Permits. All Temporary Use Permit approvals shall be subject to a time limit as set forth by the Department or Board of Adjustment. A Temporary Use Permit shall be granted for no longer than sixty (60) days, except for off-site construction yards or residential sales or construction offices which may be permitted for the duration of the project or as determined by the City. Continuation of the use beyond the stipulated time limit shall require the submittal and approval of a new application. Approval shall be made subject to any further conditions that the Department deems necessary to assure that all adverse impacts to the surrounding properties are minimized to the fullest extent possible. (Ord. No. 04-211)
  6. When renewing Temporary Use Permits; the department shall adhere to the following:
    - a. Off-site construction yards and residential sales and construction offices lasting up to one (1) year may be renewed once or for a period as determined by the City. (Ord. No. 04-211)

- b. All other renewals shall not exceed a period of sixty (60) days, in accordance with the following:
  - 1) Temporary uses lasting up to thirty (30) days shall be not be renewed more than twice within a one (1) year period.
  - 2) Temporary uses lasting thirty (30) to sixty (60) days shall not be renewed more than once within a one (1) year period.

*G. Appeal of Decision to Board of Adjustment*

- 1. Upon receiving notification of the Department's decision to approve or deny the application for a Temporary use Permit, the applicant or any party in interest, aggrieved by the decision may file an appeal to the Board of Adjustment. Such appeal shall be filed in writing, within seven (7) calendar days of the decision. Any appeal to the Board of Adjustment shall follow the procedures outlined in this Article, Section 14-39-14, "Appeals to Board of Adjustment," Sub-section I, "Temporary Use Permit."
- 2. Upon appeal, the Department shall file all material on the matter with the Board of Adjustment. The Board shall review the case based on the material filed by the Department and on information presented at the hearing. The Board shall uphold the action of the Department, remand the matter back to the Department with instructions for further review, or overturn the action of the Department.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 14R

Date Prepared: January 18, 2012

Council Meeting Date: February 7, 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Scott Whyte, Economic Development Services Director

**THROUGH:** Susan J. Daluddung, Deputy City Manager

**SUBJECT:** City Council authorization to enter into an Exclusive Negotiating Agreement with Emerald Yard, LLC for the development of the Rovey Industrial Park in southern Peoria

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**Purpose:**

This is a request for the City Council to approve an Exclusive Negotiating Agreement with Emerald Yard, LLC for the development of the Rovey Industrial Park in southern Peoria.

**Background/Summary:**

The Economic Development Services Department (EDS) has been working with the Rovey Family and Jacobs Engineering to build a rail spur in order to create a rail-served industrial park in southern Peoria. Various City Departments, including EDS, Engineering, City Attorney, as well as Planning and Community Development are part of a city cross-functional team to move this project forward.

The land around the proposed rail spur is owned by the Rovey family and is currently being used for agricultural purposes. The proposed industrial park would encompass a total of 328 vacant acres, 128 acres of which are currently in the city, with 200 acres in the county. The area for the industrial park is adjacent to the existing Peoria Industrial Park and within a larger area designated in the General Plan for industrial uses. An important aspect to this concept is that water in this area is abundantly available and the proposed park would be adjacent to an electric generating facility. All of these factors make this project feasible and attractive.

The rewards of a rail-served industrial park are numerous. There were 35 GPEC prospects alone over the past 5 years that required rail service; the city of Peoria was not competitive for any of these because there are no rail-served industrial properties available at present. These prospects were from the following industries: transportation, standard manufacturing, solar and environmental technologies, food fiber and natural products, as well as plastics and advanced composites.

Below are the **average** parameters for these prospects:

- 30 acres of land
- 100,000 SF of space or more (25% over past 5 years were looking to build)
- \$25 million capital investment
- 100 jobs

The economic impact model for a medium sized project (75 jobs, \$35,000 avg. salary, \$17 M capital investment, 100,000 SF building build-to-suit) is the following:

	1-Year Impact	10-Year Impact
Direct Personal Income <sup>1</sup>	\$1,208,925	\$12,089,252
Direct Economic Output <sup>2</sup>	\$9,439,970	\$94,399,701
Direct Revenue <sup>3</sup>	\$369,395	\$1,956,044
Indirect Revenue <sup>4</sup>	\$52,087	\$520,870
Total Revenue	\$421,482	\$2,476,915

*GPEC Economic Impact Modeling July 2011*

The purpose of the ENA is twofold: a) to provide both Emerald Yard, LLC and the city freedom to explore this opportunity in depth and to discuss the creation of the Industrial Park, and b) to identify and complete these specific items:

1. A design survey that will incorporate existing as-builts and other documents and information that can be used in the land planning efforts to accomplish the master-planning effort.
2. Preliminary engineering for the railroad crossing of 75<sup>th</sup> Avenue to help identify the infrastructure in the area for the first phase of development (140 acres).
3. A master plan of the industrial park that can incorporate actual users based on current market conditions and the existing infrastructure.

**Previous Actions:**

This project was presented to City Council at a study session on October 18, 2011.

**Options:**

**A: Approve the request to enter into an ENA with Emerald Yard, LLC.** This action will continue the project and lead towards a development agreement for the Rovey Industrial Park.

**B: Reject the request to enter into an ENA with Emerald Yard.** This action will terminate the project.

**Staff's Recommendation:**

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<sup>1</sup> Payroll of the company

<sup>2</sup> The value of goods and services produced by the company

<sup>3</sup> Revenue to the city from the company and its employees. This includes sales tax, property tax, utility tax, state shared revenues and any other local revenues.

<sup>4</sup> The same as direct revenue but for the suppliers and consumers generated from the company.

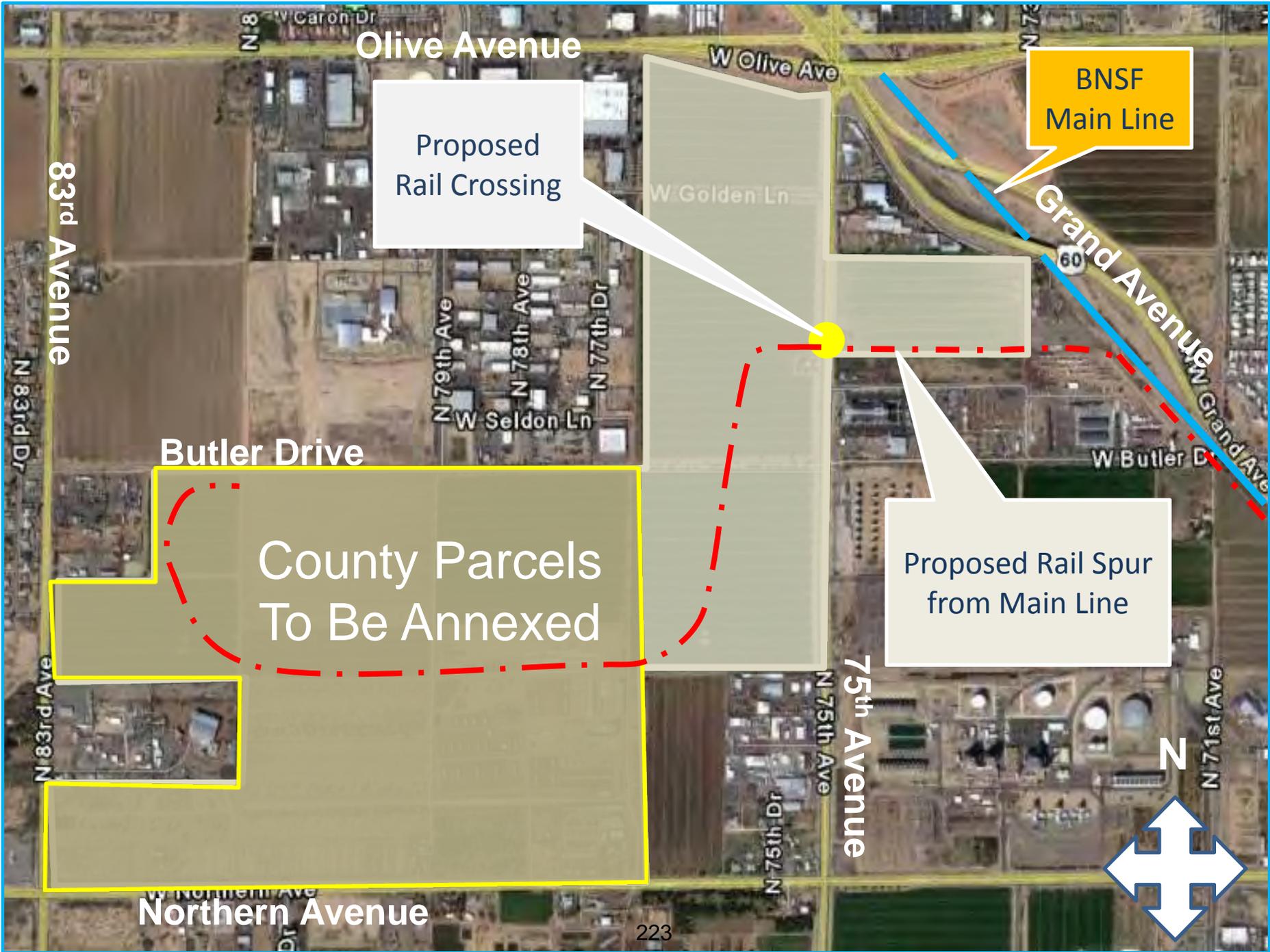
Authorize the City Manager to enter into an Exclusive Negotiating Agreement with Emerald Yard, LLC for the development of the Rovey Industrial Park in southern Peoria.

**Fiscal Analysis:**

This ENA has a proposed 50/50 cost share with Emerald Yard LLC for pre-design services (which would encompass financial analysis, appraisals and land planning) not to exceed \$50,000 in contribution from the city. Payment for this work will be made from the Half Cent Sales Tax fund, Other Professional Services Account 1000-0352-520099 which has \$50,000 available in FY2012.

**Exhibits:**

- Exhibit A: Map of the Area
- Exhibit B: Proposed Site Plan
- Exhibit C: Exclusive Negotiating Agreement



Olive Avenue

Proposed Rail Crossing

BNSF Main Line

Grand Avenue

Butler Drive

County Parcels To Be Annexed

Proposed Rail Spur from Main Line

75th Avenue

Northern Avenue



Olive Avenue

Golden Lane

Proposed GPEC Locate  
(+200,000 sf Manufacturing  
+ - 25 acres)

300,000

200,000 sf

200,000

200,000

Butler Drive

320,000 sf

300,000 sf

140,000

200,000 sf

200,000

100,000

Northern Avenue

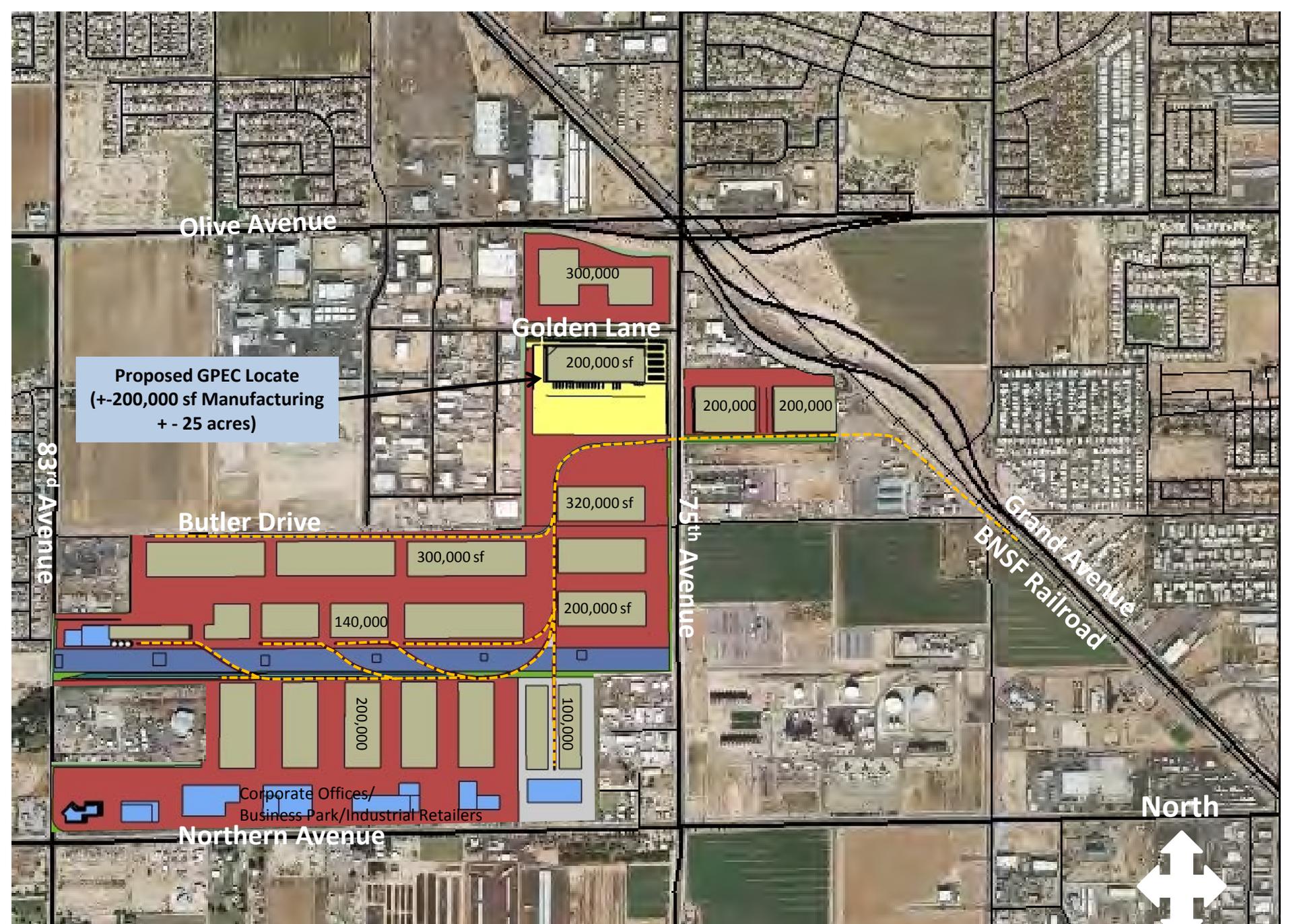
Corporate Offices/  
Business Park/Industrial Retailers

83<sup>rd</sup> Avenue

75<sup>th</sup> Avenue

Grand Avenue  
BNSF Railroad

North



**EXCLUSIVE NEGOTIATION AND PRE-DESIGN SERVICES AGREEMENT  
FOR DEVELOPMENT OF INDUSTRIAL PARK IN SOUTHERN PEORIA**

This Exclusive Negotiation and Pre-Design Services Agreement for the Development of an Industrial Park in Southern Peoria (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date"), by and between the CITY OF PEORIA, ARIZONA, an Arizona charter municipal corporation (the "City"), and EMERALD YARD LLC, an Arizona limited liability company ("Emerald"), on the terms and conditions set forth below. The City and Emerald may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the City desires to have a major industrial park in Section 35 north of Northern Avenue between 75<sup>th</sup> and 83<sup>rd</sup> Avenues;

WHEREAS, Emerald is interested in developing a major industrial park on land that it owns located in Section 35 north of Northern Avenue between 75<sup>th</sup> and 83<sup>rd</sup> Avenues;

WHEREAS, the City and Emerald are interested in exclusively negotiating with each other for the purpose of developing an industrial park in Section 35 north of Northern Avenue between 75<sup>th</sup> and 83<sup>rd</sup> Avenues ("Project"); and

WHEREAS, the City and Emerald desire to establish a period of time during which the Parties will exclusively negotiate with each other in good faith and engage consultants to perform specified pre-design services to establish the Project structure, site planning, marketing and master planning, and any other related and necessary documents to finalize the Project development concept.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

**AGREEMENT**

**1. Good Faith Negotiation**

The Parties agree, during the Term (as defined in Section 3 below), to work in good faith and full coordination to analyze, assess, and determine the feasibility of developing the Project.

## **2. Confidentiality**

In this Agreement, "Confidential Information" means information relating to the services, ideas, business, personnel, trademarks, copyrights, intellectual property or commercial activities of Emerald, which information is not generally known to the public and either derives economic value, actual or potential, from not being generally known, or has a character such that the possessor or owner has a legitimate interest in maintaining its secrecy.

"Confidential Information" also includes information provided by the City to Emerald, such as City information that is not otherwise a public record.

The City agrees that all documents given to it by Emerald related to implementation of the Project will be considered Confidential Information, whether or not so marked with any proprietary notice or legend when the disclosure takes place. Such documents shall not be disclosed by the City or any of its officers, employees, or agents to any third party, absent prior written consent by Emerald, unless such disclosure is or would be required pursuant to the Arizona Public Records Law (see Arizona Revised Statutes, Title 39, Chapter 1, Article 2) or by a court order. In such event, the City will promptly notify Emerald that disclosure is required by the Public Records Law or a court order.

Emerald agrees that it will not disclose any Confidential Information it receives from the City to any third party and shall not use any such information to further development of an industrial park in any other Arizona city or county.

The Parties acknowledge and agree that the Confidential Information that is disclosed to them, or that they acquire, see, or learn of as a direct or indirect consequence of the matters contemplated herein, and all dealings and transactions that follow or result from such matters, are the exclusive property of the other Party, and agree that they will keep that information strictly confidential, as required by this Agreement.

## **3. Term**

This Agreement shall commence upon the date the City approves and both Parties have executed this Agreement (the "Effective Date") and shall automatically terminate one calendar year (365 days) thereafter (the "Term"). The Parties agree to negotiate diligently and in good faith and conduct due diligence activities during the Term and any extension(s) thereof mutually agreed upon in writing by the Parties. The Parties also agree to provide progress reports to each other and to otherwise regularly communicate with each other as they undertake and perform their respective

obligations under this Agreement. The Parties further agree to provide any and all reasonably requested information pursuant to a request by one Party to the other. Any information provided shall be true, correct, and complete and shall not state, or omit, any information that would render the remaining information untrue or misleading.

#### **4. Breach, Cure, Remedies, and Termination**

(a) In the event that a Party fails to perform any obligation imposed by this Agreement, including failing to negotiate diligently and in good faith, the non-breaching Party shall provide written notice of such breach to the other Party. The Party receiving the written notice shall have ten (10) business days after receipt of such written notice within which to remedy such breach unless additional time is reasonably required to remedy the breach, in which event the Party shall commence the cure of the breach within the ten (10) business day time period and thereafter diligently pursue the cure to completion.

(b) If the Party in breach fails to remedy the breach in a timely and reasonable manner as provided in Section 4(a) above, the Parties agree that the Party who provided written notice of such breach may cancel and terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

(c) In addition to the termination rights under Section 4(a) and (b) above, (i) each Party shall also have the right to terminate this Agreement in the event that any or both of the Parties determine that an impasse has been reached in negotiations under this Agreement, in the determining Party's sole and unreviewable discretion; (ii) the City shall have the right to terminate this Agreement for conflict of interest pursuant to A.R.S. § 38-511; and (iii) this Agreement may be terminated at any time upon the mutual written agreement of the Parties. In the event of any termination under the preceding sentence, the Party exercising the termination right shall provide written notice of termination and the applicable basis above to the other Party, and, upon the delivery of a valid notice of termination in compliance with this Agreement, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

#### **5. Joint Project Feasibility and Development Issues**

(a) The Parties shall use their collective good faith efforts to cooperatively achieve, determine, or identify the following:

- (i) A design survey that will incorporate existing as-builts and other documents and information that can be used in the land planning efforts to accomplish the master-planning effort (“Design Survey”).
- (ii) Preliminary engineering for the railroad crossing of 75<sup>th</sup> Avenue to help identify the infrastructure in the area for the first phase of development (140 acres) (“Preliminary Engineering”).
- (iii) A master plan of the industrial park that can incorporate actual users based on current market conditions and the existing infrastructure (“Master Plan”).

(b) Emerald shall contract with consultants to perform the Design Survey, Preliminary Engineering, and Master Plan (“Pre-Design Services”). In order for the City to participate in the funding of consultants pursuant to Section 7 and prior to a consultant starting work on the Pre-Design Services, Emerald shall provide to the City a Scope of Work with a cap on the total cost of the Pre-Design Services. If the City approves the Scope of Work, then the City shall participate in the consultant’s funding pursuant to Section 7. The Scope of Work shall not be changed without the written concurrence of both Parties. The Pre-Design Services shall be completed in a timely manner consistent with the Scope of Work. The consultant or Emerald shall share with the City any written reports or other documents produced for the Pre-Design Services.

## **6. Joint Cooperative Efforts**

(a) The City shall provide to Emerald any existing studies or reports regarding this Project.

(b) The City shall prioritize and quickly review submitted site plan entitlement, building, engineering, utility, and other submittals by Emerald to ensure prompt review and comment.

(c) The City and Emerald shall work closely and cooperatively to address the issues raised during the Term of this Agreement to assess quickly the Project’s feasibility, and upon such determination of feasibility, both Parties will negotiate in good faith both an Easement and Maintenance Agreement and Development Agreement for City Council consideration.

## **7. Costs and Expenses**

(a) The Parties shall share equally (50%-50%) the costs of Pre-Design Services. The city's contribution will not exceed \$50,000.

(b) When Emerald receives a billing invoice for Pre-Design Services, Emerald shall provide the invoice to the City for the City to pay 50% of the invoice within 30 days of receipt of such invoice. Alternatively, Emerald may pay 100% of the billing invoice and the City will reimburse Emerald for 50% of the invoice within 30 days after receipt of written request for such.

## **8. City Retention of Legislative Authority and Discretion**

(a) The Parties understand and agree that by entering into this Agreement, the City is not thereby contractually obligating the Peoria City Council to take any legislative action(s) in furtherance of the Project; rather, the City is obligated to proceed in good faith and with due diligence and work cooperatively with Emerald to timely present any necessary legislative approvals for the Project to the Peoria City Council for its consideration and possible approval.

(b) The Parties further understand and agree that the City reserves its right to exercise its discretion as to all matters which it is, by law, entitled or required to exercise its discretion, including legislative matters, such as approval of a Development Agreement, final approval of a development plan for the Project, approval of any and all plans or permits, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any Department thereof.

(c) The Parties also understand and agree that by its execution of this Agreement, the City is not committing itself, or agreeing to undertake any activity requiring the subsequent exercise of discretion by the City or any Department thereof, including, but not limited to, the approval and execution of a Development Agreement, approval of any land use regulation governing the Project property, the provision of financial assistance for the development of the Project, the authorization or obligation to use the City's eminent domain authority, or any other such action. The City's execution of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City as to approval of a Development Agreement and all proceedings and decisions in connection therewith.

## 9. Assignment

No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party. The City agrees that, notwithstanding the foregoing, Emerald may assign without the prior written approval of the City, but with thirty (30) days prior written notice to the City, its respective rights, duties, obligations, and liabilities under this Agreement to a limited liability company, corporation, trust, or partnership of which Emerald owns the majority beneficial interest and has operational control.

## 10. Representations and Warranties

(a) Emerald represents and warrants that it is an Arizona limited liability company and is in good standing in the State of Arizona.

(b) Emerald represents and warrants that the person(s) executing this Agreement on its behalf has full right, power, and authority to execute this Agreement and bind Emerald hereunder.

## 12. General Provisions

(a) **Applicable Law and Venue.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Peoria, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

(b) **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) **Specific Performance as Exclusive Remedy.** Subject to the Parties right to terminate this Agreement in accordance with Section 4 above, the Parties exclusive remedy for an uncured breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall the Parties have the right, and the Parties expressly waive the right to, seek monetary damages of

any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) in the event of a default by the Parties under this Agreement or any action related to this Agreement.

(d) **Indemnity.** Each Party hereto (an "Indemnifying Party") shall indemnify, protect, defend, and hold harmless the other Party to this Agreement and its officials, officers, directors, employees, representatives, and agents (collectively, "Indemnified Parties") from and against any and all challenges to this Agreement by the Indemnifying Party or by any third party claiming through the actions of the Indemnifying Party, and any and all losses, liabilities, damages, claims or costs (including reasonable attorneys' fees) (collectively, the "Losses") arising from the negligent acts, errors, or omissions and willful misconduct with respect of the obligations of the Indemnifying Party, its officers, employees, representatives, members, and agents hereunder or the Project, excluding any such Losses arising from the negligent acts, errors, or omissions and willful misconduct of the Indemnified Party. This indemnity obligation in connection with events occurring prior to the termination of this Agreement shall survive the termination of this Agreement.

(e) **Notices, Demands, and Communications between the Parties.** All notices, demands, and communications between the Parties under this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile or email with a hard copy sent by United States mail; or (iv) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

City: City Manager  
City of Peoria  
8401 W. Monroe Street  
Peoria, Arizona 85345

With copy to: Scott Whyte, Economic Development Services  
Director  
City of Peoria  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345  
[scott.whyte@peoriaaz.gov](mailto:scott.whyte@peoriaaz.gov)

With copy to: Stephen M. Kemp, City Attorney  
City of Peoria

8401 W. Monroe Street  
Peoria, Arizona 85345  
[steve.kemp@peoriaaz.gov](mailto:steve.kemp@peoriaaz.gov)

Emerald: Emerald Yard LLC  
1785 W. State Route 89A, Suite 3-I  
Sedona, AZ 866336

With copy to: Ronald N. Rovey  
1785 W. State Route 89A, Suite 3-I  
Sedona, AZ 866336  
[ronrovey@gmail.com](mailto:ronrovey@gmail.com)

Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the third business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

(f) **Nonliability of Officials and Employees.** No elected official, director, officer, or employee of the City or Emerald shall be personally liable under this Agreement in the event of any default or breach by a defaulting Party or for any amount, which may become due to the non-defaulting Party or on any obligations under the terms of this Agreement.

(g) **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

(h) **Entire Agreement, Waivers, and Amendments.** This Agreement and the Non-Disclosure Agreement integrate all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and Emerald.

(i) **Counterparts; Signatures.** This Agreement may be executed in counterparts, each of which, after both Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall have the same force and effect as original signatures.

(j) **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the Parties hereto.

(k) **Severability.** In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

(l) **Time is of the Essence.** Time is of the essence for each of the Parties' obligations under this Agreement.

(m) **Recitals.** The recitals set forth above are incorporated herein by this reference.

(n) **Attorneys' Fees.** The prevailing Party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the other Party (including fees and costs in any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

(o) **No Third Party Beneficiaries.** This Agreement is made and entered into solely for the benefit of the City and Emerald. No other person shall have any right of action or claim under or by reason of this Agreement.

(p) **No Partnership or Joint Venture.** Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with each other.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and Emerald have signed this Agreement on the respective dates set forth above.

**CITY OF PEORIA, ARIZONA**, an Arizona  
charter municipal corporation

By: \_\_\_\_\_  
Carl Swenson, City Manager

ATTEST:

\_\_\_\_\_  
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Kemp, City Attorney

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF MARICOPA )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Carl Swenson, City Manager for the City of Peoria, Arizona, an Arizona charter municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EMERALD YARD LLC**, an Arizona limited liability company

By: Rovey Management Company

Its: Managing Member *✓*

By 

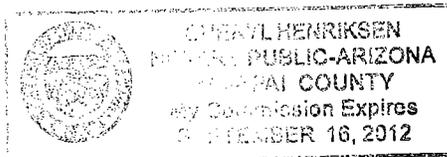
Title: President *0*

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF YAVAPAI    )

The foregoing Agreement was acknowledged before me this 19<sup>th</sup> day of January, 2012, by Ronald N. Rovey, President of Rovey Management Company, an Arizona corporation, which is the Managing Member of Emerald Yard LLC, an Arizona limited liability company, for and on behalf of the company.

*Cheyl Henriksen*  
Notary Public

My Commission Expires:  
9-16-2012



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 15R

Date Prepared: January 18, 2012

Council Meeting Date: February 7, 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Scott Whyte, Economic Development Services Director

**THROUGH:** Susan J. Daluddung, Deputy City Manager

**SUBJECT:** Time Extension to an Exclusive Negotiating Agreement with Osage West, LLC concerning the Peoria Eighty Three (P83) Mixed Use Redevelopment Project

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**Purpose:**

This is a request for the City Council to approve a 365-day extension to the Exclusive Negotiating Agreement (ENA) with Osage West, LLC on the Peoria Eighty Three (P83) Mixed Use Redevelopment Project.

**Background/Summary:**

Osage West, LLC developed a plan to redevelop the 17-acre parking lot west of the Sports Complex into an entertainment destination that will offer formal and informal entertainment opportunities. The plan is consistent with the placemaking concepts developed in the Council adopted Sports Complex Urban Redesign Plan, including public gathering areas, a hotel, niche retail shopping, dining, working and living spaces, in addition to an on-site parking garage.

The city entered into a 12-month ENA with Osage West, LLC on March 29, 2011. The ENA has provided Osage West and the City freedom to explore this opportunity in depth and to negotiate a public/private partnership for the financing, acquisition, development, and operation of the project.

Osage West and the city's cross-functional team have met weekly since March 2011 to solve various development issues and concerns related to the project. Significant progress has been made on the project, including the following studies:

- A market study has been completed on the viability of the project and the results were favorable for this development in the P83 Entertainment District; and
- Traffic and parking studies to understand projected traffic patterns with associated impacts, and how parking can best be configured on-site and in a multi-story garage.

The city and the developer have also had two public meetings to discuss the project within the context of the P83 identity and placemaking improvements, and the modification of the sign code to allow for electronic digital billboards along the Loop 101. There has been a great deal of community support voiced for this project, and both parties are seeking to extend the time period of the ENA in order to complete various pre-design items that are vital to the success of the overall project.

**Previous Actions:**

An ENA was approved by City Council on March 22, 2011.

**Options:**

**A: Approve the request to extend the ENA for another year.** This action will continue the project and lead towards a development agreement and ground lease with Osage West, LLC.

**B: Reject the request to extend the ENA.** This action will terminate the project.

**Staff's Recommendation:**

Authorize the City Manager to extend the ENA with Osage West, LLC on the Peoria Eighty Three Mixed Use Redevelopment Project.

**Fiscal Analysis:**

There is no fiscal impact to the City associated with this decision.

**Exhibits:**

Exhibit A: ENA Extension for Osage West Redevelopment Project

**EXTENSION OF  
EXCLUSIVE NEGOTIATION AGREEMENT  
FOR REDEVELOPMENT OF THE PEORIA SPORTS COMPLEX PARKING AREAS**

This Extension of Exclusive Negotiation Agreement for the Redevelopment of the Peoria Sports Complex Parking Areas (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_ 2012 (the "Effective Date"), by and between the CITY OF PEORIA, ARIZONA, an Arizona charter municipal corporation (the "City") and OSAGE WEST, an Arizona limited liability company ("Osage West"), on the terms and conditions set forth below. The City and Osage West may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, on March 29, 2011 the City and Osage West entered into an Exclusive Negotiation Agreement for the Redevelopment of the Peoria Sports Complex Parking Areas (City of Peoria LCON01011) ("ENA") concerning the redevelopment of the 17-acre Peoria Sports Complex parking lot (the "Project");

WHEREAS, the City and Osage West entered into the ENA because they desired to establish a period of time during which the Parties will exclusively negotiate with each other in good faith to establish the Project structure, site planning, operating pro formas, development pro formas, and any other related and necessary documents to finalize the Project development concept and determine financial feasibility;

WHEREAS, the City and Osage West have devoted the past 12 months to implementing the terms of the ENA and have made significant progress towards achieving the goals of the Project in the coming months;

WHEREAS, the City and Osage West have concluded that they need additional time to complete the negotiations that hopefully will result in moving forward with development of the Project;

WHEREAS, the ENA in Section 3 established a termination date of March 28, 2012 and contemplates that the City and Osage West may need to extend the ENA to complete the activities described in the ENA; and

WHEREAS, the City and Osage West have concluded that it is necessary to extend the ENA for an additional year in order to complete the activities described in the ENA.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

**AGREEMENT**

**1. Extension of Term**

This Agreement extends the Term of the ENA until March 28, 2013.

**2. ENA Terms Remain in Effect**

Except as modified in Section 1 of this Agreement, all other provisions and terms in the ENA shall remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and Osage West have signed this Agreement on the date set forth above.

**CITY OF PEORIA, ARIZONA**, an Arizona charter municipal corporation

By: \_\_\_\_\_  
Carl Swenson, City Manager

ATTEST:

\_\_\_\_\_  
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Kemp, City Attorney

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by Carl Swenson, City Manager for the City of Peoria, Arizona, an Arizona charter municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Osage West, LLC, an Arizona limited liability company

[Redacted Signature]

Michael Oliver, CEO/Principal

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing Agreement was acknowledged before me this 23<sup>rd</sup> day of January 2012, by Michael Oliver, CEO/Principal of Osage West, LLC, an Arizona limited liability company, for and on behalf of Osage West, LLC.



Traci Varland  
Notary Public

My Commission Expires: 10/15/2014

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 16R

Date Prepared: 01/23/12

Council Meeting Date: 02/07/12

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**TO: Council Members**

**FROM: Mayor Bob Barrett**

**SUBJECT: Council Subcommittee Reconsideration**

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**Purpose:**

This is a request for City Council to reconsider and possibly rescind Council Policy 1-10 "Council Committees to include Standing Policy Subcommittees, Ad Hoc Committees and Regional Committees."

**Background/Summary:**

On September 20, 2011, the City Council approved the creation of Standing Policy Subcommittees in Council Policy 1-10. Mayor Barrett appointed three council members to each committee and in October 2011, the subcommittees met to elect chairpersons and set agenda items.

Since that time, Councilmember Leone asked Mayor Barrett to bring Council Policy 1-10 back to the entire Council for reconsideration.

**Previous Actions:**

The City Council adopted Council Policy 1-10 on September 20, 2011.

The City Council discussed Council Subcommittees at a study session on June 14, 2011. Staff sent a packet of information to Council on August 3<sup>rd</sup> with alternatives. Council met in study sessions on August 23<sup>rd</sup>, September 6<sup>th</sup> and September 13<sup>th</sup> to discuss the policy and work through the issues.

**Options:**

**A:** Rescind Council Policy 1-10 as it pertains to subcommittees and revert back to Committee Policy prior to Sept. 20, 2011.

**B:** Retain Council Policy 1-10 as adopted on September 20, 2011.

**Contact Name and Number:** Bob Barrett, 623-773-7368

 <p style="text-align: center;"><b>CITY COUNCIL POLICY</b></p>	<b>CP 1-10</b>
	Category: General  Department: City Manager's Office
<b>TITLE:</b>  Council Committees to include Standing Policy Subcommittees, Ad Hoc Committees and Regional Committees	Approved: September 20, 2011

A. Purpose

Pursuant to City Charter and City Code, this document institutes policy to establish, modify and terminate Council standing policy subcommittees, ad hoc committees and regional committees and describe their powers, duties, and responsibilities. This policy is being implemented for a trial period of one year. The Council shall review this policy within one year of adoption.

B. General Provisions

- The Mayor shall file with the City Clerk a list of all subcommittees and ad hoc committees, together with the members, chairperson, and charge of each subcommittee and ad hoc committee. Any changes in subcommittee or ad hoc committee information shall also be filed with the City Clerk.
- CP 1-6 *Public Body Meeting Procedures* shall govern all standing subcommittee and ad hoc committee meetings.
- Pursuant to City Code 2-63 City Manager-City Council relations, a standing policy subcommittee, ad hoc committee and its individual members shall deal with the administrative services of the city only through the City Manager, except for the purpose of inquiry. Neither a subcommittee or ad hoc committee nor any member thereof shall give orders or instructions to any subordinates of the City Manager.

Standing Policy Subcommittees

The purpose of standing policy subcommittees is to address policy issues as defined in Section E. of this Council Policy. Subcommittees are intended to be a public forum for council members "to make inquiries, analyze information, and provide recommendations" - not for departmental

Category: General

Title: *Council Committees to include Standing Policy Subcommittees, Ad Hoc Committees and Regional Committees*

CP 1-10

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oversight. The purpose is not to address administrative matters, procedures or practices or to give direction to city staff regarding either policy or administrative matters.

1. The Mayor with the consent of the Council shall establish various Council standing subcommittees to include but not limited to those in Section D of this document.
2. The Mayor with the consent of the Council shall appoint three Council Members to each Council standing policy subcommittee for a one-year term. The Mayor shall make a good faith effort to equalize membership on subcommittees among the six Council Members. The Mayor with the consent of the Council may remove a subcommittee member.
3. Subcommittees are subject to Open Meeting Laws, rules of procedure and other laws and regulations deemed applicable by the City Attorney.
4. The Mayor may be a non-voting ex-officio member of all subcommittees, if he/she chooses.
5. Approximately one month prior to the first regular Council meeting of the calendar year, the Mayor shall inquire of subcommittee members any requests for subcommittee appointments. The Mayor will make a good faith effort to accommodate those requests. Initial appointments and/or changes shall be reviewed by the Council for possible consent at the first regular Council meeting of the calendar year.
6. One month prior to the first regular Council meeting each year, the Mayor may reassign subcommittee memberships, based on councilmember interests. Changes shall be reviewed by the Council for possible consent at the first regular Council meeting of the calendar year.
7. Members of each subcommittee shall select a chairperson at the first subcommittee meeting of the calendar year. The chairperson shall determine the agenda for the subcommittee consistent with the subcommittee's charge. A specific date and time each month will be set for each subcommittee. However, meetings will be held only as needed based on agenda items.

Category: General

Title: *Council Committees to include Standing Policy Subcommittees, Ad Hoc Committees and Regional Committees*

CP 1-10

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8. The City Manager shall assign appropriate staff and resources to support subcommittee meetings.
9. The City Manager shall create an administrative procedure to ensure the proper and efficient functioning of the subcommittee process. The procedure shall be followed by all Council members and staff to ensure appropriate roles and responsibilities and relationships are adhered to by all parties.
10. The Mayor and individual Council Members may request an item be placed on a subcommittee agenda for the purpose of collecting information, providing analysis, and making recommendations to the City Council or the City Manager.
11. The City Manager or the Council acting as a body may refer matters to a subcommittee(s) for the purpose of collecting information, providing analysis, and making recommendations to the City Council.
12. Referrals and individual requests for discussion items to a subcommittee(s) must be in a format established by the City Manager. This format ensures that all Council members understand how to get an item on a subcommittee agenda.
13. The City Manager shall make the final decision about which subcommittee an item is assigned to, based on subject matter, in a timely manner, without undue delay.
14. The chairperson of a subcommittee shall place an item requested by the Mayor or individual Council Members for discussion on the subcommittee agenda in a timely manner without undue delay.
15. Subcommittees shall conduct public meetings on all matters referred to them in a timely manner without undue delay. Subcommittee agendas shall conform to Council rules. Citizen participation is encouraged.
16. When an item is referred to the Council as a whole from a subcommittee, it shall be referred in one of two ways: (1) with a unanimous recommendation or, (2) lacking a unanimous recommendation, it shall be referred without a recommendation. There may be a separate staff recommendation on

Category: General

Title: *Council Committees to include Standing Policy Subcommittees, Ad Hoc Committees and Regional Committees*

CP 1-10

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subcommittee items forwarded to City Council. No subcommittee can “kill” an item.

17. All items referred from a subcommittee shall be reviewed by the Council sitting as a committee of the whole in study session in a timely manner without undue delay. However, if an item is considered routine, of a time-sensitive or emergency nature, it may go directly to the Council for formal action.
18. The Council sitting as a committee of the whole in study session shall discuss the item referred from a subcommittee and determine that (1) the item should go to the full Council for formal action at a regular meeting, (2) further discussion is needed at a future Study Session, (3) further study is needed at the subcommittee level or at the staff level, or (4) no further discussion or action is needed.
19. Subcommittee meetings shall not be televised. No subcommittee shall be authorized to hold executive session except for the subcommittee charged with Council ethics investigations and only for that purpose.
20. The attached flow charts are intended to illustrate how items are processed.

#### Ad Hoc Committees

The purpose of ad hoc committees is to study, review, and make recommendations to the City Council regarding specific issues designated by the Mayor and Council.

1. The Mayor with the consent of the Council may establish, modify, and terminate ad hoc committees of the Council and charge them with their powers, duties, and responsibilities.
2. The Mayor with the consent of Council shall appoint and remove the members and chairperson for each ad hoc committee.
3. Membership of an ad hoc committee may include citizens and up to three Council Members.
4. Ad hoc committees shall be established only for a limited, clearly defined, time and at the end of the designated time shall

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CP 1-10

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automatically be abolished unless the time is extended by the Mayor with the consent of the Council.

### Regional Committees

Pursuant to Article 2 Section 7 of the City Charter, the Mayor is the sole representative of the city on regional committees. The Mayor may appoint one or more Council Members to represent the Mayor on a regional committee either temporarily or for an extended time. Examples of regional committees include the Maricopa Association of Governments, Regional Public Transportation Authority and Westmarc.

### C. Intent of this Policy

1. It is the intent of this document to modify and affirm the standing policy subcommittee, ad hoc committee and regional committee process, pursuant to City Charter and City Code.
2. It is the intent of this document to allow Mayor and Council Members through the subcommittee process to make inquiries, analyze information, and provide recommendations to the City Council. This process is intended to engage Council members and the public more thoroughly in city-related policy discussions in an informal public setting, encouraging greater citizen and Council input on policy creation at inception.
3. The option of rotating standing policy subcommittee membership on an annual basis is intended to provide Council members with broad knowledge of the city in order to enhance Council policymaking.
4. It is the intent of this document that discussion of issues with potential city policy implications be discussed at the subcommittee level. All issues will be referred with or without a recommendation to the Council as a whole in a study session.
5. It is the intent of this document that the City Manager and Mayor, in the course of their duties, shall refer items they believe may impact city policy or require study, analysis or recommendation to a standing policy subcommittee(s).
6. It is NOT the intent of this document that the City Manager and Mayor refer items to a subcommittee(s) that they deem routine in nature or that do not impact city policy.

Category: General

Title: *Council Committees to include Standing Policy Subcommittees, Ad Hoc Committees and Regional Committees*

CP 1-10

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7. It is the intent of this document to acknowledge that from time to time issues which impact city policy may be of an emergency or time sensitive nature which require immediate Council review and will bypass the subcommittee procedure at the recommendation of the City Manager and Mayor. These occurrences, however, will be the exception and not the rule.

- D. Subcommittee Titles and Descriptions –The list below is illustrative of the types of policy issues each subcommittee will discuss. The full Council will determine the specific charge of each subcommittee, and shall confirm or amend that charge on an annual basis.

**1. Policy and Appointments**

Relating to Public Policy concerning:

Appointments to Boards and Commission, Ethics, Charter Officers, Council Policies, City Charter

**2. Community Culture**

Relating to Public Policy concerning:

Arts, Libraries, Education, Cultural Events & Promotions, Parks, Recreation and Veteran's Affairs

**3. Public Safety**

Relating to Public Policy concerning:

Police & Fire Services, Code Enforcement, Homeland Security, Terrorism, and Emergency Preparedness

**4. Sustainable Development**

Relating to Public Policy concerning:

Not-for-Profit & Housing, Environment, Building Safety, Neighborhoods, Revitalization, Historic Preservation, Planning, Zoning, Economic Development and Business Retention

**5. Public Services**

Relating to Public Policy concerning:

Transportation, Streets, Public Works, Utilities, Technology

**6. General Government**

Relating to Public Policy concerning:

Budget, Finance, Taxes, Rates and Fees, Intergov, Elections, General Government Activities

Category: General

Title: *Council Committees to include Standing Policy Subcommittees, Ad Hoc Committees and Regional Committees*

CP 1-10

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E. Definitions

1. **Policy:** Public policies are the particular goals and directions of a local government. Common examples include community growth, land use development, strategic planning, and capital improvement and financing. City Council policy decisions focus on the purpose, services, and programs necessary to achieve the council's goals and objectives. Policy provides a high-level overall plan to achieve adopted goals and objectives. A policy will often contain the 'what' and 'why'.

Administrative decisions provide for the effective, efficient and equitable implementation of the policies approved by Council. They align the local government's administrative systems with the values, mission, and policy goals defined by the community and elected officials. Administrative tasks include establishing practices and procedures to implement adopted policy as well as the oversight of daily operations. Implementation will often contain the 'what', 'how', 'where', and 'when'.

2. **Consent:** Majority vote of the Peoria City Council in a regular or special meeting.

3. **Regular Meetings:** Regular Meetings are held for the purpose of discussion or action of the Council on various issues deemed necessary to further the business of the City. Regular Meetings may include Consent Agenda items.

4. **Study Sessions:** Study Sessions are held for the purpose of presentations and discussions on such issues that require more in-depth consideration of the City Council. No formal action of the City Council may be taken at such meetings, other than general consensus or conveying direction to staff for further action.

**ATTACHMENTS:**

1. Council Subcommittee Flow Chart for Staff Submitted Items
2. Council Subcommittee Flow Chart for Council Submitted Items
3. Council Subcommittee Flow Chart for Boards and Commissions

Category: General

Title: *Council Committees to include Standing Policy Subcommittees, Ad Hoc Committees and Regional Committees*

CP 1-10

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APPROVED:

/S/

Bob Barrett, Mayor

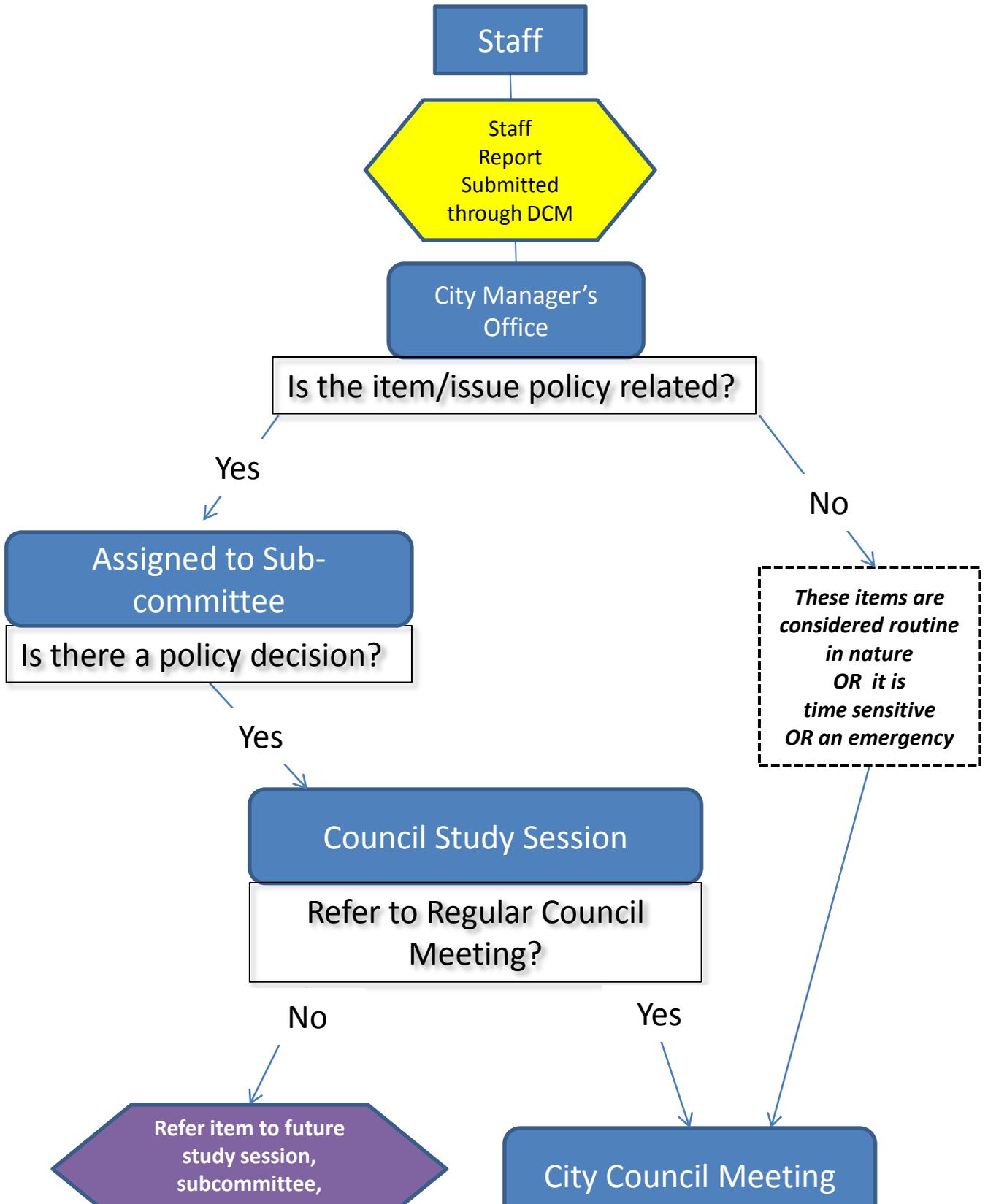
APPROVED AS TO FORM:

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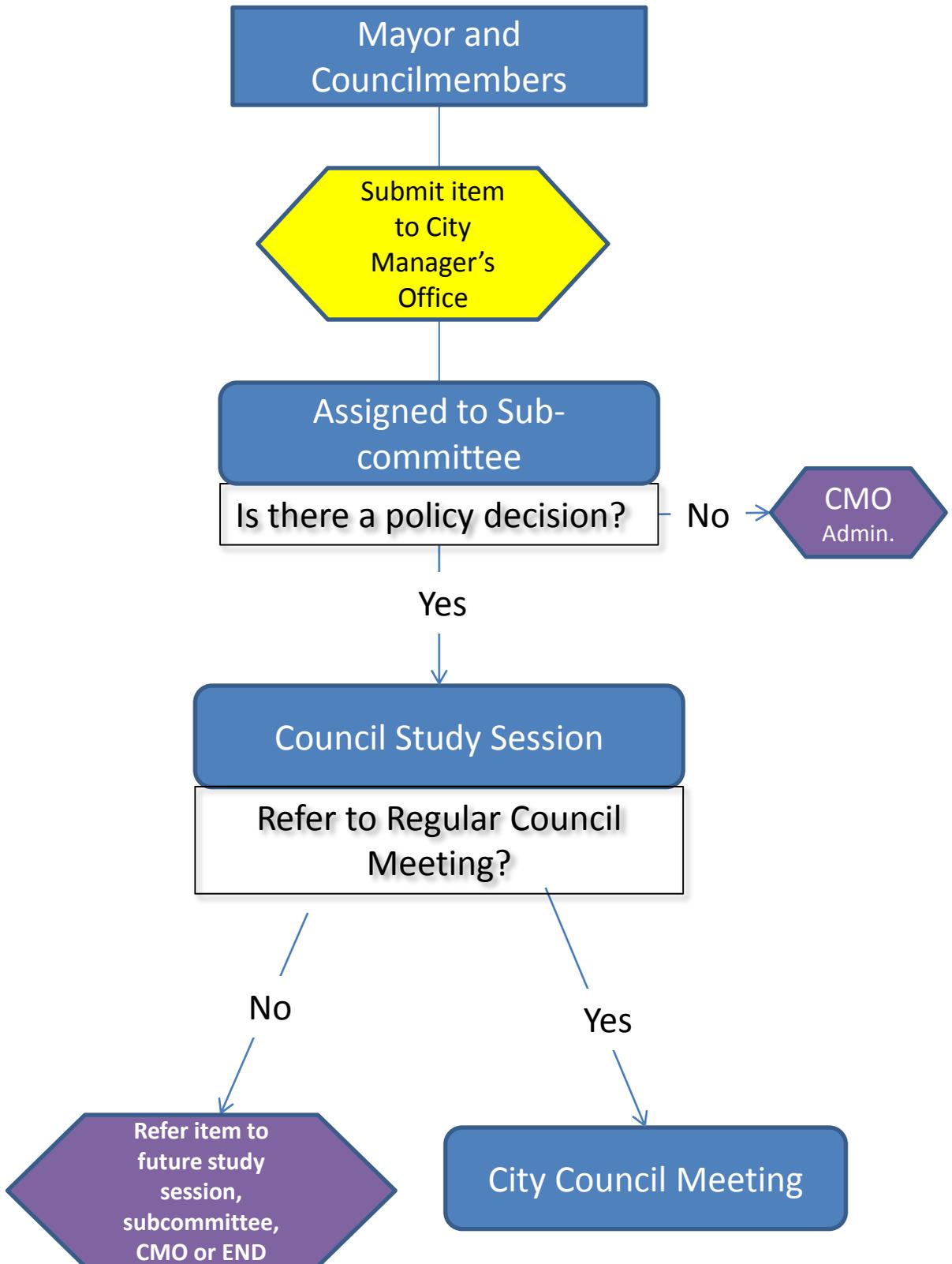
Stephen M. Kemp, City Attorney

Adopted: 9/20/11, CC #18R

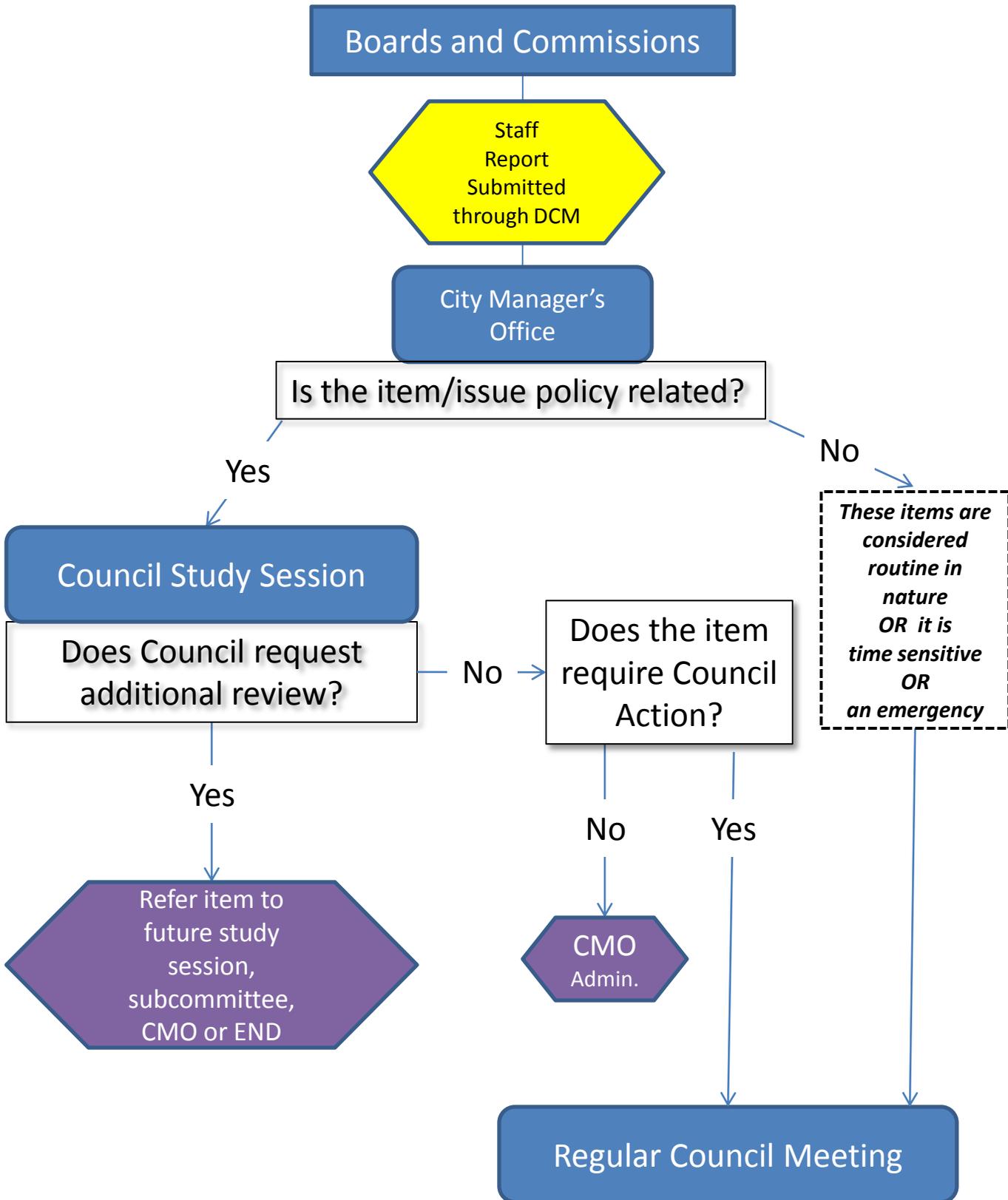
# Council Subcommittee Flow Chart For Staff Submitted items



# Council Subcommittee Flow Chart For Council Submitted items



# Council Subcommittee Flow Chart For Boards and Commissions





# City Council Calendar

Color Key:  
City Council

<a href="#">&lt; January</a>	<b>February 2012</b>					<a href="#">March &gt;</a>
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	<b>7</b>  <a href="#">Regular City Council Meeting</a>  <a href="#">Special Meeting and Study Session</a>	<b>8</b>  <a href="#">Public Safety Council Subcommittee Meeting</a>	9	10	11
12	<b>13</b>  <a href="#">City Council Subcommittee on General Government</a>  <a href="#">City Council Subcommittee on Community Culture</a>	<b>14</b>  <a href="#">City Council Subcommittee on Policy &amp; Appointments</a>	15	16	17	18
19	20	<b>21</b>  <a href="#">Regular City Council Meeting</a>	22	23	24	25
26	27	28	29			



# City Council Calendar

Color Key:  
City Council

<a href="#">&lt; February</a>	March 2012					<a href="#">April &gt;</a>
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	<b>6</b>  <a href="#">Regular City Council Meeting</a>  <a href="#">Special City Council Meeting &amp; Study Session</a>	7	8	9	10
11	12	<b>13</b>  <a href="#">City Council Subcommittee on Policy &amp; Appointments</a>	<b>14</b>  <a href="#">Public Safety Council Subcommittee Meeting</a>	15	16	17
18	<b>19</b>  <a href="#">City Council Subcommittee on Community Culture</a>	<b>20</b>  <a href="#">Regular City Council Meeting</a>  <a href="#">Special City Council Meeting &amp; Study Session</a>	21	22	23	24
25	<b>26</b>  <a href="#">Budget Study Session</a>	27	28	29	<b>30</b>  <a href="#">Budget Study Session</a>	31

**CITY OF PEORIA, ARIZONA  
CITY MANAGER REPORT**

Agenda Item: RCM2a

Date Prepared: January 23, 2012

Council Meeting Date: February 7, 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Susan J. Daluddung, Deputy City Manager

**THROUGH:** Jeff Tyne, Interim Community Services Director

**SUBJECT:** P83 Party

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**Summary:**

In the last three years, the City has sponsored an annual event in the Arrowhead Entertainment area. Termed "Spring Into Peoria", the event showcases Peoria businesses, while offering entertainment and amenities to the community.

In each successive year, the event has continued to grow in prominence. With the favorable spring climate, an amusement-focused location, and an active customer base, City staff believe that the venue is positioned well for hosting a large, signature event.

With this in mind, this year's event is being termed the "P83 Party". The term reflects the City's P83 identity effort to create a destination experience for events and activities in the entertainment district. The event includes various amusement activities, food booths, a beer garden, and musical acts. An exciting new element comes with national recording artists Candlebox, who will headline the event.

Tickets are needed to enter the concert and adult beverage areas. However, prices are only \$10 for general admission tickets, and \$25 for VIP tickets which allow purchasers to sit close to the main stage. Children 12 and under are free. Attendees to the Seattle Mariners vs. Oakland Athletics Spring Training game get into the concert for free with a ticket stub from the game.

The P83 Party will be along 83<sup>rd</sup> Avenue south of Bell Road on Saturday, March 3 following the Seattle Mariners/Oakland Athletics Spring Training game at the Peoria Sports Complex. The P83 Party is from 4 p.m. to 9 p.m. with the beer garden opening at 3 p.m.

**Exhibit(s):**

**Exhibit 1:** Candlebox flyer for the P83 Party

**Contact:** Kelli Kincaid 623-773-7178

# P83

PEORIA EIGHTY THREE

FEATURING CANDLEBOX



IT'S SPRING AND IT'S TIME TO HAVE A PARTY!  
COME TO THE P83 PARTY AND JOIN THE FUN OF  
MUSIC WITH HEADLINING BAND **CANDLEBOX.**

PURCHASE A TICKET FOR THE  
SEATTLE MARINERS VS. OAKLAND A'S  
SPRING TRAINING GAME ON MARCH 3 AND GET  
INTO THE CONCERT FOR FREE!

**SATURDAY MARCH 3**  
**4 - 9 P.M.**

(BEER, WINE AND SPIRITS GARDEN OPENS AT 3:00 P.M.)

**83RD AVENUE AT PEORIA  
SPORTS COMPLEX**

**\$10 GENERAL ADMISSION**  
**\$25 VIP TICKETS**  
CHILDREN 12 AND UNDER FREE

PURCHASE TICKETS AT PEORIA SPORTS  
COMPLEX TICKET OFFICE OR ONLINE AT

**623.773.7137**



**CITY OF PEORIA, ARIZONA  
CITY MANAGER REPORT**

Agenda Item: RCM3a

Date Prepared: 25 January 2012

Council Meeting Date: 7 February 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Tamara Shreeve, Council Office and Grant Program Manager

**THROUGH:** John Schell, Director, Governmental Affairs and Council Office

**SUBJECT:** Council Subcommittee Update

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**Summary:**

The purpose of this report is to update the Mayor and Council on the Council Subcommittee activities. The attached spreadsheet lists the Council Subcommittees and the agenda item topics that have been submitted and assigned to the Subcommittee. If the item has been reviewed at a subcommittee meeting, the outcome of that discussion is also listed.

**Exhibit 1:** Council Subcommittee assigned agenda items

**Contact Name and Number:** Tamara Shreeve, x 5173

Community Culture  
Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Jeff Tyne / Susan D	Trail System Lighting	1/30/2012	Forward item to study session.	
Jeff Tyne / Susan D	Field Rental Policy	1/30/2012	Forward item to study session.	
Jeff Tyne / Susan D	Recreation Fees Policy	11/14/2011	Forward item to study session.	3/20/2012
Jeff Tyne / Susan D	Veterans Discount Program			
Jeff Tyne / Susan D	Youth Master Plan			
Jeff Tyne / Susan D	Veterans Memorial Board Sponsorship	1/30/2012	Forward item to study session.	

**General Government  
Subcommittee**

Submitter	Subject	Sub- committee agenda date	Action	Study Session
Brent Mattingly	Utility bill format	11/14/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates.	2/7/2012
Tony Rivero	Residential Development Impact Fees	11/14/2011	Consensus of the subcommittee members was to wait for the full Impact Fee Study to address policy issues identified by Council.	
Dave Pearson	Itemizing Utility Bill	12/19/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates.	2/7/2012
Steve Kemp	Adoption of Resolution supporting designating certain areas of the City with Peoria addresses and zip codes	2/13/2012	Discussion scheduled for Feb. 13th.	
Katie Gregory	Development Service User Fees	2/13/2012	Discussion scheduled for Feb. 13th.	

**Policy and  
Appointments  
Subcommittee**

Submitter	Subject	Sub- committee agenda date	Action	Study Session
Dave Pearson	Volunteer Appreciation	11/7/2011 1/10/2012	No further Action. Completed (11/7/11). Revisited item on 1/10/12. No further action. Completed.	NA
Dave Pearson	B&C Appointment Process	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Administrative action - Use the new application form. Interviews and Resumes will be at the discretion of the SC. (12/13/11). Completed. Revisited item in 1/10/12. Completed.	NA
Wanda Nelson	Board and Commission Appointments & Reappointments	Ongoing	Appointments and reappointments reviewed and recommended by subcommittee - ongoing topic.	NA
Dave Pearson	Charter Amendments	12/13/2011 1/10/12 1/24/2012	Bring back to Subcommittee for further discussion (12/13/11). Discussed seven proposed charter amendments. Forward 6 of those to Study Session. One proposed amendment was withdrawn ( 1/10/12). Reviewed remainder charter amendments. Forward charter amendments to study session. (1/24/2012)	2/21/2012

Dave Pearson	Council Ethics Committee	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Bring back to Subcommittee include a process flow chart 12/13/11. Forward to study session with consensus recommendation 1/10/12.	2/7/2012
Dave Pearson	CP1-5 Appointments to Boards and Commission	11/7/2011 12/13/11	Bring back to Subcommittee for further discussion (11/7/11). Consensus recommendation to forward to study session (12/13/11).	3/20/2012
Dave Pearson	CP 1-2 review. Edit Council Meeting Procedures to reflect Subcommittee Structure	12/13/2011	Bring back to subcommittee for further discussion (12/13/11).	
Dave Pearson	Council Role in review and approval of director appointments	12/13/2011	Consensus to move forward to regular council agenda/ through a City Manager's report.	Regular Council Meeting 1/3/2012
Susan Thorpe	Council Code of Ethics	2/14/2012	Discussion scheduled for Feb. 14th	
Dave Pearson	Code of Ethics for Elected Officials and Citizen Advisory Committees	2/14/2012	Discussion scheduled for Feb. 14th	

**Public Safety  
Subcommittee**

<b>Submitter</b>	<b>Subject</b>	<b>Sub- committee agenda date</b>	<b>Action</b>	<b>Study Session</b>
Roy Minter	False Alarm Ordinance	11/7/2011	Bring back to subcommittee for further discussion (11/7/11).	3/20/2012
Dave Pearson	Recreational Vehicle Ordinance	1/11/2012	Forward to study session with full recommendation. Completed 1/11/12	4/2/2012
Tony Rivero	Recreational Vehicles City Code Section 14-110	1/11/2012	Forward to study session with full recommendation. Completed 1/11/12	4/2/2012
Carlo Leone	Traffic calming agenda item			
Carlo Leone	Traffic management agenda item			
Roy Minter	Park Ranger Staffing Study	12/14/2011	Informational item.	NA
Carlo Leone	Feral Cat Control			
Carlo Leone	Residential Parking			
Carlo Leone	Dirt Ordinance			
Jamal Rahimi/Andy Grainger	Neighborhood Traffic Management Program (NTMP) Policy Change			

**Public Services  
Subcommittee**

<b>Submitter</b>	<b>Subject</b>	<b>Sub- committee agenda date</b>	<b>Action</b>	<b>Study Session</b>
Bill Mattingly	Dial-a-Ride rates	11/17/2011	Forward item to Council Study Session. Completed	3/20/2012
Ron Aames	Transit Jurisdictional Equity Position	11/17/2011	Informational item. Forward information, through a City Manager's report, to the Council on a Regular Council Agenda.	Regular Council mtg. 1-3-2012
Susan Thorpe	Solid Waste Services	12/1/2011	Forward Item to Council Study Session. Completed.	2/7/2012
Bill Mattingly/ Susan Thorpe	Commercial Solid Waste Services	12/15/2011	Forward Item to Council Study Session. Completed.	2/7/2012
Dave Pearson	Change in City Ordinance regarding multi-family solid waste service	1/5/2012	Item was discussed, then withdrawn by Councilman Pearson. Completed	NA

**Sustainable  
Development  
Subcommittee**

<b>Submitter</b>	<b>Subject</b>	<b>Sub- committee agenda date</b>	<b>Action</b>	<b>Study Session</b>
Chris Jacques	Political Signs Zoning Ordinance	11/2/2011	Forward item to Council Study Session. Completed.	11/15/2011
Chris Jacques/ Susan D.	Open Space Master Plan and Decision Support Model	2/1/2012	Discussion scheduled for Feb. 1st.	
Chris/Scott and Susan D.	Digital Billboards - Civic Engagement	11/7/2011	Forward Item to Study Session. Completed.	11/15/2011
Dave Pearson	Council Not-For-Profit and Housing Subcommittee	11/8/2011	Bring back to subcommittee for further discussion (11/8/11).	
Cathy Carlat	Not for Profit Committee	11/8/2011	Bring back to subcommittee for further discussion (11/8/11).	
Scott Whyte/ Susan D.	Old Town Entertainment District Designation	12/7/2011	Bring back to subcommittee for further discussion (12/7/11).	Regular Council Meeting

**CITY OF PEORIA, ARIZONA  
CITY MANAGER REPORT**

Agenda Item: RCM3b

Date Prepared: 1.30.12

Council Meeting Date: 2.7.12

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**TO:** Honorable Mayor and City Council Members

**FROM:** Bo Larsen, Public Information Manager

**THROUGH:** City Manager Report, Carl Swenson

**SUBJECT:** Peoria NOW Newsletter

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**Summary:**

The Office of Communications has produced a quarterly newsletter, FOCUS, mailed directly to every Peoria resident since 2004. In 2009, the department approached Community Services about combining FOCUS with the recreation brochure, which also was produced quarterly and mailed directly to every Peoria resident. The idea was to produce one high-quality publication containing both news and recreation programs at a cost-saving realized in the postage. A graphic designer was hired to layout this new FOCUS. In 2010, the first combined newsletter and recreation brochure was distributed to the public.

Although there was a cost-saving to the city of nearly \$45,000 in postage alone, after one full year it was apparent the lag time between layout and mailing made the news portion out-of-date – basically it was old news. The communications department once again approached Community Services about cost saving options and more effective communications for the community.

FOCUS is still a quarterly publication featuring recreational programs and library services offered through Community Services. This continues to be a highly effective publication for the city. In addition to the registration information for city programs, FOCUS continues to publish the Mayor and Council community information articles.

One cost savings for the FOCUS publication was to use a different paper stock. This change has proved effective and will demonstrate a cost savings of more than \$20,000 in printing charges. The resident will not see a noticeable difference.

To communicate more effectively and timely to our residents, the Office of Communications has designed a monthly newsletter which is inserted into the water bill mailed to every Peoria water and/or sewer customer. In addition, there is a graphic on the website page for those who pay their bill online with the city which one can click through to the newsletter.

Besides offering more timely news - from two months down to within two weeks - the newsletter will help promote other community programs and services and cut down the expense of designing and printing promotional inserts. As you can see on the back of the newsletter, there is city ad space for departments to highlight their services.

Though Community Services has taken on more of the expense in producing FOCUS, they are seeing savings in printing costs. The Office of Communications will save \$75,000 in production costs and deliver more timely news to residents.

**Exhibit(s):** *Will be set at chairs*

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