SCOTTSDALE

CITY COUNCIL MEETING

AGENDA

COUNCIL

Mary Manross, Mayor
Wayne Ecton
Robert W. Littlefield
Cynthia Lukas
Ned O'Hearn
David Ortega
Tom Silverman

Tuesday, February 18, 2003

5:00 P.M.
CITY COUNCIL MEETING

Call to Order – City Hall Kiva Forum, 3939 N. Drinkwater Boulevard

Roll Call

Pledge of Allegiance

Invocation

Presentation
Salt River Project Centennial Resolution

Information Update
Pima Freeway Noise Update

Public Comment
Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during this evening's meeting. Please check the box that refers to "public comment." This "Public Comment" time is reserved for citizen comments regarding non-agendized items. No official Council action can be taken on these items.

Minutes

SPECIAL MEETINGS	REGULAR MEETINGS	EXECUTIVE SESSIONS
	January 21, 2003	

1. **Sugars Liquor license**
Request: Consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 6 (bar) State liquor license.
Location: 7624 E. Indian School Rd. Ste 113
Reference: 106-LL-2002
Staff Contact(s): Jeff Fisher, Plan and Permit Services Interim Director, 480-312-7619, jfisher@ScottsdaleAZ.gov

2. **Pinata Nueva Liquor License**
Request: Consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license.
Location: 14850 N. Frank Lloyd Wright Blvd.
Reference: 107-LL-2002
Staff Contact(s): Jeff Fisher, Plan and Permit Services Interim Director, 480-312-7619, jfisher@ScottsdaleAZ.gov

3. **Pima & Via Dona R.O.W. Abandonment**
Request: Adopt Resolution Number 6249 effectuating the approved abandonment of an internal cul-de-sac along the 87th Street alignment located immediately south of Via Dona Road.
Location: Southwest Corner of Pima & Via Dona Road
Reference: 3-AB-2001
Staff Contact(s): Cheryl Sumners, Senior Planner, 480-312-7834, csumners@ScottsdaleAZ.gov

4. **Rezone of Scottsdale Bead Supply & Sale of a Vacant City Parcel – Continued to March 4, 2003.**

5. **Mirabel Village 2 Subdivision Replat**
Request: pprove a Replat of Lots 48, 49 and Tract "C" of the Mirabel Village 2 Subdivision.
Location: Cave Creek Rd & Stonehaven Dr
Reference: 2-PP-2000#2
Staff Contact(s): Kira Wauwie, Project Coordination Manager, 480-312-7061, kwauwie@ScottsdaleAZ.gov

6. **Architectural Services Contract for Downtown Parking Structures.**
Request: Authorize Architectural Services Contract No. 2003-022-COS with Dick & Fritsche Design Group in the amount of $798,021.00 for architectural design services for Downtown Parking Structures.
Staff Contact(s): Corey E. Lew, Project Manager, (480) 312-7769, clew@scottsdaleaz.gov

7. **Engineering Services Contract for design of 96th Street Improvements (Shea to Thunderbird) and initiate negotiations for the right-of-way/easements (ROW) needed for the 96th Street Improvements (Shea to Thunderbird) and set a maximum limit of $5,000 for the administrative purchase of ROW.**

Request: Authorize Engineering Services Contract No. 2003-021-COS with Stantec Consulting Engineers in the amount of $428,789.00 for the engineering design of 96th Street Improvements (Shea to Thunderbird), and

Adopt Resolution No. 6253 authorizing the initiation of negotiations for the acquisition of 16 various parcels of ROW from nine property owners for the 96th St. Improvements project (Shea – Thunderbird Rd.), and setting a maximum limit of $5,000 for the administrative purchase of the necessary ROW.

Related Policies, References:

a. Cactus Corridor Equestrian Overlay District
b. Bond 2000 CIP Project

Staff Contact(s): Corey E. Lew, Project Manager, (480) 312-7769, clew@ci.scottsdale.az.us; Rhonda Thomas, Right of Way Agent, (480) 312-7847, Rthomas@scottsdaleaz.gov

8. **Consent to a Sublease between Boys and Girls Clubs of Scottsdale and VoiceStream PCS III, d.b.a. T-Mobile on Ground Lease Property at Scottsdale Ranch Park**

Request: Adopt Resolution No. 6243 consenting to a sublease between the Boys and Girls Clubs of Scottsdale ("Club") and T-Mobile for the installation of low power, rooftop mounted, wireless communication equipment on the existing Club facility located at Scottsdale Ranch Park, 10400 East Via Linda Street.

Related Policies, References: Original Ground Lease Agreement No. 870366 dated April 4, 1988; Amended Ground Lease Agreement increasing land area from 1.57 acres to 1.66 acres dated April 30, 1990; Resolution No. 5689 amending Ground Lease Agreement increasing land area from 1.66 acres to 3.10 acres dated December 4, 2000; Resolution No. 6159 authorizing an amendment to Agreement No. 870366A allowing for additional non-recreational uses of the property dated October 7, 2002.
City of Scottsdale Zoning Ordinance, Section 5.402 A. 1., the R1-10 (Residential) District, Section 3.100 (PWSF Minor) and Section 7.200 H. The site received Development Review administrative approval on May 3, 2002 (Attachment No. 3).

Staff Contact(s): Ron King, Asset Management Coordinator, (480) 312-7042, rking@scottsdaleaz.gov
Don Penfield, Community Services Advisor, (480) 312-7921, dpenfield@scottsdaleaz.gov

9. **Corporate and Association Meetings Industry Research and Market Analysis**

Request: As recommended by the Tourism Development Commission, Council is requested to:

A.) Adopt Resolution No. 6255 authorizing funds in the amount of $25,000 for the preparation of a Research and Market Analysis of the meetings industry.

B.) Approve Contract No. 2003-014-COS with Gerard Murphy and Associates for the preparation of that analysis.

Staff Contact(s): Kathy Carlisle O'Connor, Tourism Development Manager, Economic Vitality Department, (480) 312-7057, kcoconnor@scottsdaleAZ.gov

10. 2002-2003 "Signature Events"

Request: Authorize Event Promotion funds in the amount of $164,288 from the Bed Tax as recommended by the Tourism Development Commission (TDC) for the following 2002-2003 Signature Events:

Signature Event	Actual FY02-03	Recommended FY01-02
Arizona Sun Country Quarter Horse Show	$12,624	$15,780
Barrett-Jackson Classic Car Auction	$20,000	$25,000
National Festival of the West	$12,432	$15,540
IMG Men's and Women's Tennis Classic	$16,560	$20,700
Parada del Sol	$12,144	$15,180
Phoenix Open	$20,000	$25,000
Scottsdale Arabian Horse Show	$20,000	$25,000
Scottsdale Downtown Art Walks	$20,000	$25,000
Scottsdale Culinary Festival	$15,312	$19,140
Thunderbird Balloon Classic	$15,216	$19,020
TOTAL	**$164,288**	**$205,360**

Authorize and direct the Tourism Development Manager to execute, on behalf of the City, individual agreements with each approved Signature Event Producer substantially in the form of Exhibit A. (sample contract);

Adopt Resolution No. 6254 authorizing funding awards for 2002-2003 Signature Events and authorize the City to execute individual agreements with each event producer.

Staff Contact(s): Kathy Carlisle O'Connor, Tourism Development Manager, Economic Vitality Department. (480 312-7057, kcoconnor@scottsdaleAZ.gov

11. Approve Collection Agreeement COS #2003-013-COS with and Accept $30,000 Financial Contribution from the Arizona Game and Fish Department to Support the McDowell Sonoran Preserve

Request: Approve Collection Agreement COS #2003-013-COS between Scottsdale and the Arizona Game and Fish Department (AG&F) authorizing acceptance of a $30,000 cash contibution from AG&F for the provision of shade ramadas and information kiosks at selected access areas or trail-heads supporting the McDowell Sonoran Preserve. This is a cash contribution, no matching funds are required.

Related Policies, References: This action directly supports City Council Broad Goal B: Preserve the Character and Environment of Scottsdale, and a sub-goal under Goal B: Create learning opportunities in the Preserve.

Staff Contact(s): Robert Cafarella, AICP, Director, 480-312-2577 (rcafarella@scottsdaleaz.gov)

Regular Agenda begins on the following page

12. Architectural Services contract for Streetscape Improvements along McDowell Road

Request: Authorize Architectural Services Contract No. 2003-026-COS with EDAW, Inc., in the amount of $ 580,442.00 for the design of streetscape improvements along McDowell Road from 64th Street to Pima Road.

Related Policies, References:
1991 McDowell Streetscape Guidelines
McDowell Corridor Improvements Master Plan

Staff Contact(s): Marek Urbanek, CPM Project Manager, 480-312-2563, murbanek@scottsdale.az.gov

13. Consider options relating to Los Arcos

Request: At the request of Councilwoman Lukas discuss the potential of the City issuing a Request For Proposals (RFP) for development of the vacant Los Arcos site.

Related Policies, References:
- Council forms Los Arcos Redevelopment District 12/18/95
- Los Arcos Redevelopment Plan adopted 7/2/96
- Original Los Arcos Request for Proposals Issued 7/18/97
- Council Action on preferred Smith Group development option 2/5/02

Staff Contact(s): David Roderique, Economic Vitality General Manager, 480-312-7601, droderique@scottsdaleaz.gov

Public Comment

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City Manager's Report

Mayor and Council Items

Adjournment

CITY COUNCIL REPORT

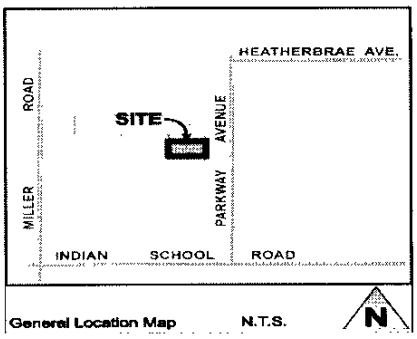
MEETING DATE: February 18, 2003 ITEM NO. 1 GOAL: Preserve Character and Environment

SUBJECT

Liquor License Request for Sugar's
106-LL-2002

REQUEST

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 6 (bar) State liquor license.



OWNER

Mark Allan Maertens

APPLICANT CONTACT

Mark Allan Maertens
480-941-1131

LOCATION

7624 E. Indian School Rd.
Suite 113
Miller Plaza

BACKGROUND

This site is zoned PNC (Planned neighborhood center)
This is an existing bar currently operating with an interim permit while changing ownership. Prior to 1974, this site was zoned C-2 (Central business district) which allowed bars in this district. The site, now zoned PNC (Planned neighborhood center), has this existing bar which is grandfathered.
The distance to the nearest school, Navajo Elementary is 5000 ft.
The distance to the nearest church, Scottsdale United Methodist Church, is 500 ft.
There are 68 liquor licenses within a one half mile radius of this location.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant is seeking a favorable recommendation on a series 6 (bar) liquor license. The applicant has maintained the required posting notice for the State mandated 20 day period.

IMPACT ANALYSIS

Police/Fire. The Police Department has conducted a review and recommends approval of this case.

Financial Services. Revenue Collection has reported that the applicant has met City licensing requirements and all fees have been paid.

Parking. Planning and Development Services has conducted a review of the parking requirements. This establishment has been located in Miller Plaza for several years. The site plan of the existing center and the interior space of the restaurant will remain the same. Therefore, there is no increase or decrease in the parking requirements. Parking is in compliance with the zoning ordinance.

(Continued)

Development Information. This establishment is 900 sq. ft. and is located in a pad within the Miller Plaza Shopping Center. The shopping center consists of primarily retail and restaurant uses.

Code Enforcement. Code Enforcement has conducted a review and has determined that the applicant is in compliance with the zoning ordinance.

Maricopa County. Maricopa County Environmental Health has reviewed this application and reported no opposition to this case.

Community involvement. Staff has received one letter of protest during the 20 (twenty) day posting period and has spoken to Scottsdale Medical Imaging, Ltd. and informed tenants that their protest letter will be added to the review. See attached letter of protest.

OPTIONS AND STAFF RECOMMENDATION

City Council has the option of recommending approval or denial to the Arizona Department of Liquor Licenses and Control.

Recommended Approach: The review of this application has shown that it meets zoning, parking, and public safety requirements.
Staff recommends approval.

Proposed Next Steps: The City Council's recommendation of approval or denial will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 15 days.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Jeff Fisher
Interim Plan Review and Permit Services Director
480-312-7619
E-mail: Jfisher@ScottsdaleAZ.Gov

APPROVED BY

Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 2/5/03
Ed Gawf — Date
Deputy City Manager

ATTACHMENTS

#1: Aerial Map
#2: Vicinity Map
#3: Application
#4. Letter of Protest from Medical Imaging, Ltd.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

06-CC-2002 **APPLICATION FOR LIQUOR LICENSE** DLLC

TYPE OR PRINT WITH BLACK INK

2002 DEC 19 RECEIVED

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.

DEC 2002

CITY OF SCOTTSDALE
DEVELOPMENT SERVICES

SECTION 1 This application is for a:

- ☒ INTERIM PERMIT *Complete Section 5*
- ☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☒ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

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 #: 06070100

1. Type of License: BAR 2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Ms. MAERTENS (Last) MARK (First) ALLAN (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/[redacted]
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: SUGAR'S
(Exactly as it appears on the exterior of premises)
B1001812
4. Business Address: 7624 E Indian School RD [redacted] Scottsdale Maricopa 85251
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (480) 941-1131 Residence Phone: [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: [redacted]
City State Zip
2 (8.) Enter the amount paid for a 06, 07, or 09 license: $ 70,000.00 (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: MP Date: 12/19/02 Lic. # 06070100

Fees: 100. (Application) 100. (Interim Permit) _____ (Agent Change) _____ (Club) _____ (F. Prints) $ 200. (TOTAL)

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD.
YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business while 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. 06070100 DLLC
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

2002 DEC 19 P 2:55

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

I, Denise Hinkle Eastwood (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X _____ (Signature) See Bill of Sale

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Day of Month Month Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
Meerteng	Mark	Allan	100 %	[redacted]	

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

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐ ☐	[redacted]					
☐ ☐	[redacted]				[redacted]	
☐ ☐						
☐ ☐				%		

(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

SECTION 7 Corporation/Limited Liabili[illegible]:

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

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

☐ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

DLLC

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)

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2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

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

4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

5. Is Corp./L.L.C. non-profit? ☐ YES ☐ NO If yes, give IRS tax exempt number: _____

6. List all directors/officers in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
			%		
			%		
			%		
			%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an [illegible] officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)

2. Is club non-profit? ☐ YES ☐ NO If tax exempt, give IRS tax exempt number: _____

3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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: DLLC _____ 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.

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

1. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

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).

1. Current Licensee's Name: EASTWOOD DENISE Hinkle Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: SUGAR'S INC
(Exactly as it appears on license)

3. Current Business Name: SUGAR'S
(Exactly as it appears on license)

4. Current Business Address: 7624 E Indian School RD
Scottsdale, AZ 85251

5. License Type: BAR License Number: 06070100 Last Renewal Date: 1-31-02

6. Current Mailing Address (other than business): [redacted]

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☒ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, I _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Day of Month Month Year

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

See Attached Bill Of Sale

Bill of Sale

DLLC

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IN CONSIDERATION OF THE SUM OF:

**********One Hundred Fifty Thousand and 00/100**********DOLLARS

lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

Sugars, Inc., an Arizona Corporation

hereby grants, bargains, sells and transfers unto the BUYER:

Mark Maertens, a single man

and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain business known as, **Sugars,** presently located at, **9998 E. Indian School Road, Scottsdale, Arizona 85251,** including all right, title and interest in the business tradename, tradestyle, goodwill, leasehold interest and improvements, inventory, a covenant not to compete, Arizona #06 Liquor License #06070100 and that certain equipment per the attached Exhibit "A", which exhibit is incorporated herein by reference.

This bill of sale is conditional on and subject to the liens, terms and conditions imposed by that certain promissory note and chattel security agreement by and between the buyer and seller entered into this same date.

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have 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, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

The effective date of this Bill of Sale shall be December 4, 2002.

DATED THIS 5th day of December, 2002.

Sugars, Inc., an Arizona Corporation

Denise Hinkle Jennings by Jason P. Jennings POA

Denise Hinkle Jennings, President by Jason P. Jennings as her attorney in fact

STATE OF Connecticut)
COUNTY OF New London) ACKNOWLEDGMENT

Acknowledged before me on this 5th day of December, 2002, by Denise Hinkle Jennings, President signing on behalf of the corporation.

NOTARY PUBLIC

E#22-0205

Scott A. Sawyer
Legalman, USN
Federal Notary
10 USC 1044a

EXHIBIT 'A'

DLLC

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1 WALK IN COOLER

1 TRUE – 3 COMPARTMENT BEER BOX

1 ICE MAKER "MANITOWAK"

28 BAR STOOLS

3 SMALL CIRCULAR TABLES

1 LARGE PADDED CIRCULAR TABLE

1 CASH REGISTER "CASIO"

1 AUTOMATIC COFFEE MAKER

2 TELEPHONES

1 EMERGENCY LIGHT SYSTEM

6 4X4 ½ WALL MIRRORS

3 CEILING FANS

1 WALL CLOCK

ASSORTED BEER SIGNS AND WALL DECORATIONS AND GLASSES

STATE OF ARIZONA, SERIES #6 LIQUOR LICENSE #06070100

INITIAL

INITIAL

SECTION 12 Location to Location Trans... (Bars and Liquor Stores ONLY)

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

1. Current Business Name and Address: (Exactly as it appears on license) _____

DLLC

2. New Business Name and Address: (Do not use PO Box Number) _____

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3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 5000 ft. (Regardless of distance) Name/Address of school: Navajo elementary 4525 N Granite Reef RD Scottsdale, AZ X

2. Distance to nearest church: 500 ft. (Regardless of distance) Name/Address of church: Scottsdale United Methodist Church 4140 N Miller RD Scottsdale, AZ 85251

3. I am the: ☒ LESSEE ☐ SUBLESSEE ☐ OWNER ☒ PURCHASER (of premises)

4. If the premises is leased give lessors name and address: Miller Plaza Shopping Center, INC., 7620 E Indian School RD. #104 Scottsdale, AZ 85258

4a. Monthly rental/lease rate $ 1,900.00. What is the remaining length of the lease? 3 yrs. 6 mos.

4b. What is the penalty if the lease is not fulfilled? $ 72,200.00 or other _____ (give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ 80,000.00

Does any one creditor represent more than 10% of that sum? ☒ YES ☐ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip
Eastwood	Denise		100%	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) BAR

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 # 06070100 (Exactly as it appears on license) Name ~~Sugar's~~ Denise Hickle Eastwood

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☐ YES ☐ NO If yes, give licensee's 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. Section 4-203.01; and complete Section 5 of this application.

   DLLC
   2002 DEC 19 P 2:56

3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.

4. Do you understand that **40% of your annual gross revenue** must be from food sales? ☐ YES ☐ NO

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

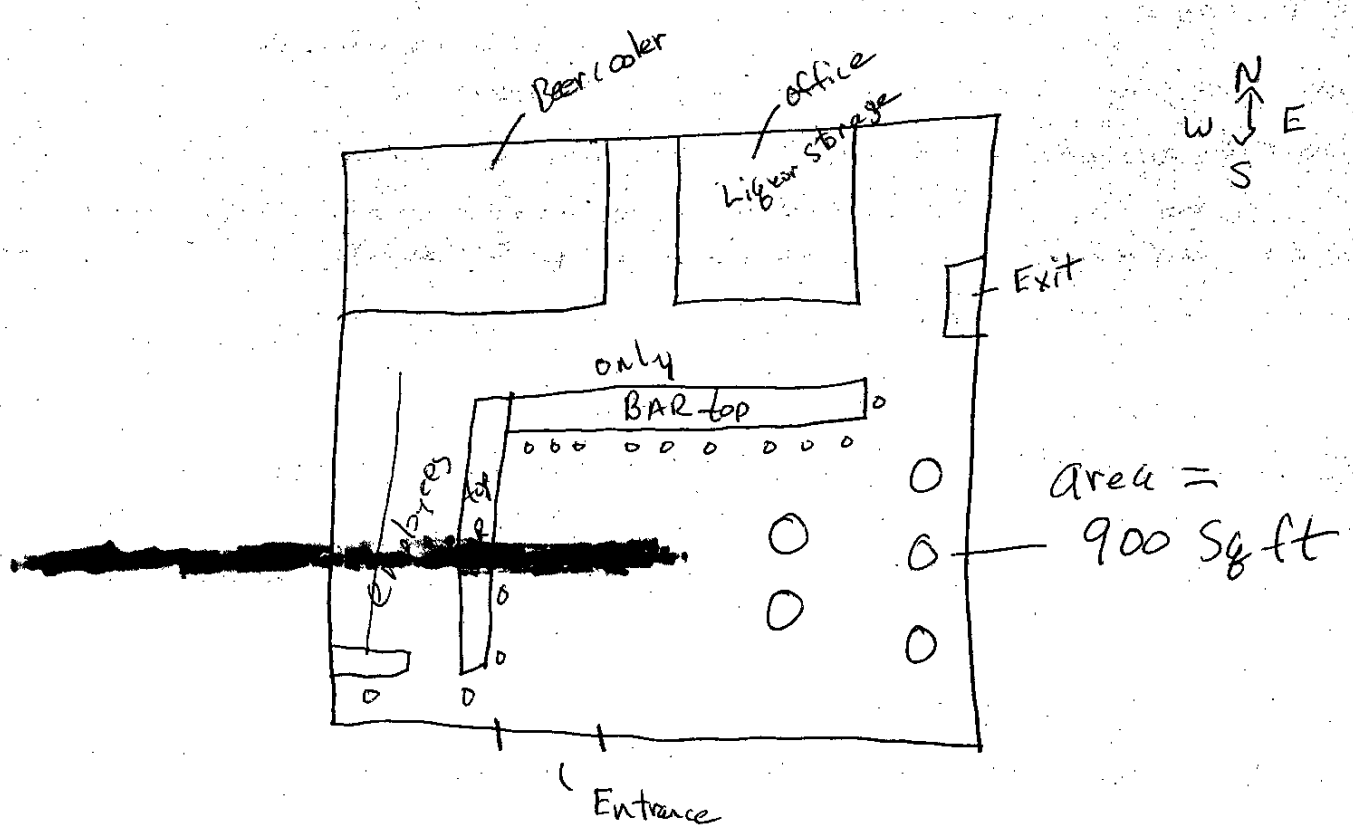
1. Check **ALL** boxes that apply to your licensed premises:

   ☒ Entrances/Exits ☒ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date _____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

DLLC

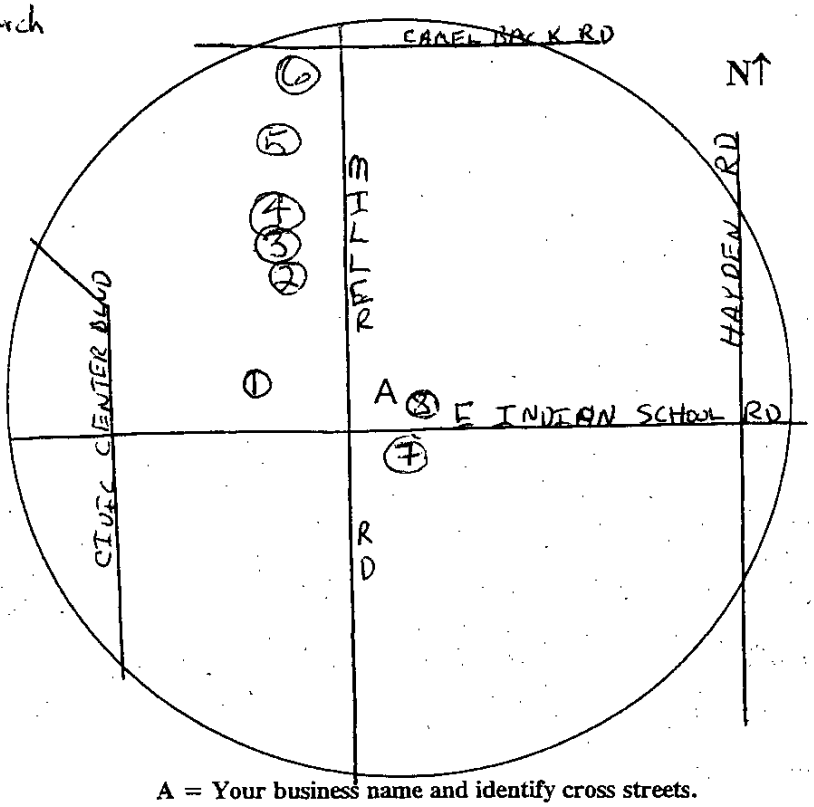
SECTION 16 Geographical Data: **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.**

2002 DEC 19 P 2:56

List below the exact names of all churches, schools, and spirituous liquor outlets within a one half mile radius of your proposed location.

1. Scottsdale United Methodist Church
2. Chances Are Series 12
3. Osco Drug Series 9
4. Pasta Bronx Series 12
5. Sunday's Series 12
6. Zipps Series 12
7. Julio G's Series 12
8. Fry's Series 9
9.
10.
11.
12.
13.
14.
15.

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

I, MARK A. MAERTENS, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X Mark A. Maertens
(Signature)

OFFICIAL SEAL
MARGIE PEREZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 14, 2006

My commission exp

State of ARIZONA County of Maricopa
The foregoing instrument was acknowledged before me this
19 day of December, 2002
Day of Month Month Year

Margie Perez
(Signature of NOTARY PUBLIC)

DLLC

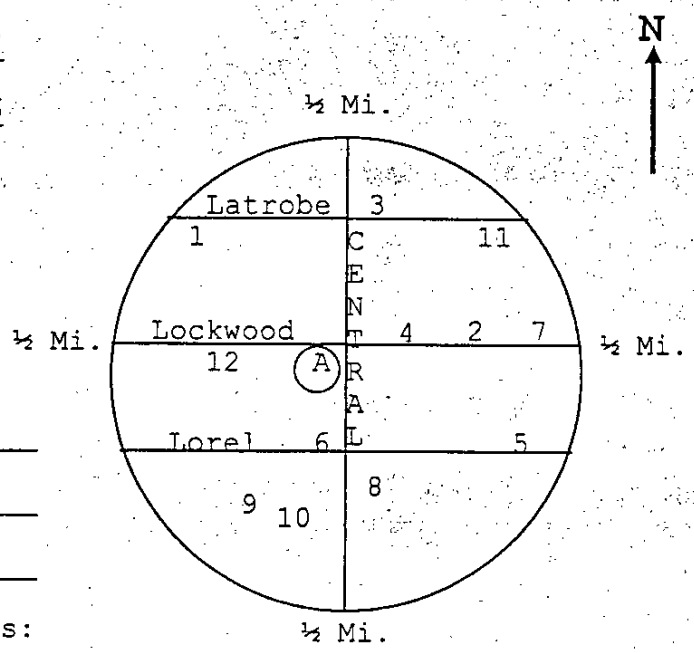
SAMPLE

2002 DEC 19 PM 2:56

GEOGRAPHICAL DATA

In the area adjacent to the map provided below indicates your proposed location and the exact names of all churches, schools, and alcoholic beverage outlets within a 1/2 mile radius of your proposed location. (See example below)

A = Applicant	Series 12
01 Pink Elephants	Series 06
02 Mama's Rest.	Series 12
03 Corner Liquors	Series 09
04 Joe's Groceries	Series 10
05 Lions Club	Series 14
06 Burgers R Us	Series 07
07 Pizza Perfect	Series 07
08 Billy Bobs Bar	Series 06
09 St. Anthonys Church	
10 St. Anthonys School	
11 Burbank Middle School	
12 First United Baptist Church	
13	
14	
15	



A.R.S. Section 4-207.A reads as follows:

A. No retailers license shall be issued for any premises which are. at the
B. 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 any of grades one(1) through twelve(12).
C. or within three hundred(300) horizontal feet of a fenced recreational area adjacent to such school building.

IZONA DEPARTMENT OF LIQUOR LICENSES & TROL

P1039066

FP CWR 4/23/01

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

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.

DLLC

2002 DEC 19 P 2:56

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 OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted. Liquor License # 06070100
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) (If the location is currently licensed)

1. Check appropriate box → [X] Owner [ ] Partner [ ] Stockholder [ ] Member [ ] Officer [X] Agent [ ] Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | [ ] Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: MAERTENS (Last) MARK (First) ALLAN (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number [redacted] (This Will Not Become a Part of Public Records) Drivers License # [redacted] State: AZ

4. Place of Birth: Minneapolis (City) MN (State) USA Country (not county) Height: 5'-11" Weight: 170 Eyes: BL Hair: DK

5. Marital Status [X] Single [ ] Married [ ] Divorced [ ] Widowed Residence (Home) Phone: ([redacted]

6. Name of Current or Most Recent Spouse: _____ (Last) (First) (Middle) (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 9-21-99

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

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Sugar's Premises Phone: (480) 947-1131

11. Licensed Premises Address: 7624 E Indian School RD Scottsdale, AZ 85251
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 (Give street address, city, state & zip)
4/2000	CURRENT	BAR OWNER	Rogue BAR 423 N Scottsdale RD Scottsdale, AZ 85257
11/95	12/2002	Internet owner retail	5827 E Indian School RD Phoenix, AZ 85018

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 giving name, address and phone number of landlord	City	State	Zip
[redacted]	CURRENT	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
11/95	9/99	own	11317 Park Ridge DR W	Minnetonka	MN	55301

LIC 0101 10/2001

Disabled individuals requiring special accommodations please call (602) 542-9027

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 19 , answer #14a below. If NO, skip to #15. ☒ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 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 EVER 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)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

DLLC
2002 DEC 19 P 2:56

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☒ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

18. 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

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? ☐ YES ☒ NO

[redacted]

20. 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? [redacted] ☒ YES ☐ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. [redacted] contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, MARK A. MAERTENS, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)
I have read this questionnaire and the contents and all statements are true, correct and complete.

X Mark A. Maertens
(Signature of Applicant)

State of ARIZONA County of Maricopa
The foregoing instrument was acknowledged before me this 19 day of December, 2002.
Day of Month Month Year

OFFICIAL SEAL
MARGIE PEREZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 24, 2006

My commission expires on: _____
Day of Month Month Year

Margie Perez
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license.

[redacted]

X _____
(Signature of LICENSEE/AGENT)

State of [redacted] County of [redacted]
The foregoing instrument was acknowledged before me this _____ day of _____, _____
Day of Month Month Year

My commission expires on: _____
Day of Month Month Year

_____
(Signature of NOTARY PUBLIC)

#38/ I, MARK A. MAERTENS, am currently
100% stock holder
Sole Officer, President, of Gaslite INC, an
Arizona corporation. Gaslite INC is the holder
of a class 6 Bar liquor license in
Maricopa County, Arizona. The name of
the bar is Rogue Bar located at

423 N Scottsdale RD
Scottsdale, AZ 85257
480-947-3580

owned since
4-17-01

Mark A. Maertens

DLLC
2002 DEC 19 P 2:56

ATTN:
JEFF
FISHER

OFFICE OF THE
CITY CLERK

2003 JAN 17 AM 11:58

SMIL
SCOTTSDALE MEDICAL IMAGING LTD.

January 17, 2003

Clerk of the City of Scottsdale
3939 N. Drinkwater Blvd.
Scottsdale, Arizona 85251

Re: Protest – Transfer of Liquor License for Sugar's Bar located at
7624 E. Indian School Road

Please accept this letter as our protest of the above listed application of license transfer. We meet the qualifications for filing this protest because we are tenants in the same Miller Plaza shopping center where Sugar's has applied for a license transfer to Mark Allan Maertens.

We have leased space in the surrounding office suite where the Sugar's bar is located since 1993. We have approximately 50 office personnel who have been directly impacted by the noise, parking lot accidents, automobile break-ins and cigarette smoke associated with the operations. We have incurred significant expense in having our air ducts cleaned from the build-up of cigarette smoke.

We have experienced an increase in these problems since the license was transferred to Denise Eastwood in 2001. We have endured several incidents of drunken patrons loitering in the area, including a woman who was found sleeping early one morning in the fire escape hallway of the building. We have complained on multiple occasions of trash building up and not collected. Despite expressing our concerns to the current owner, these problems have persisted.

In addition, we are concerned about continuing a bar in this neighborhood shopping center. The shopping center patrons include many who are elderly and young children who will also have to contend with the continued problem of people who have been drinking and then leaving the shopping center in their vehicles.

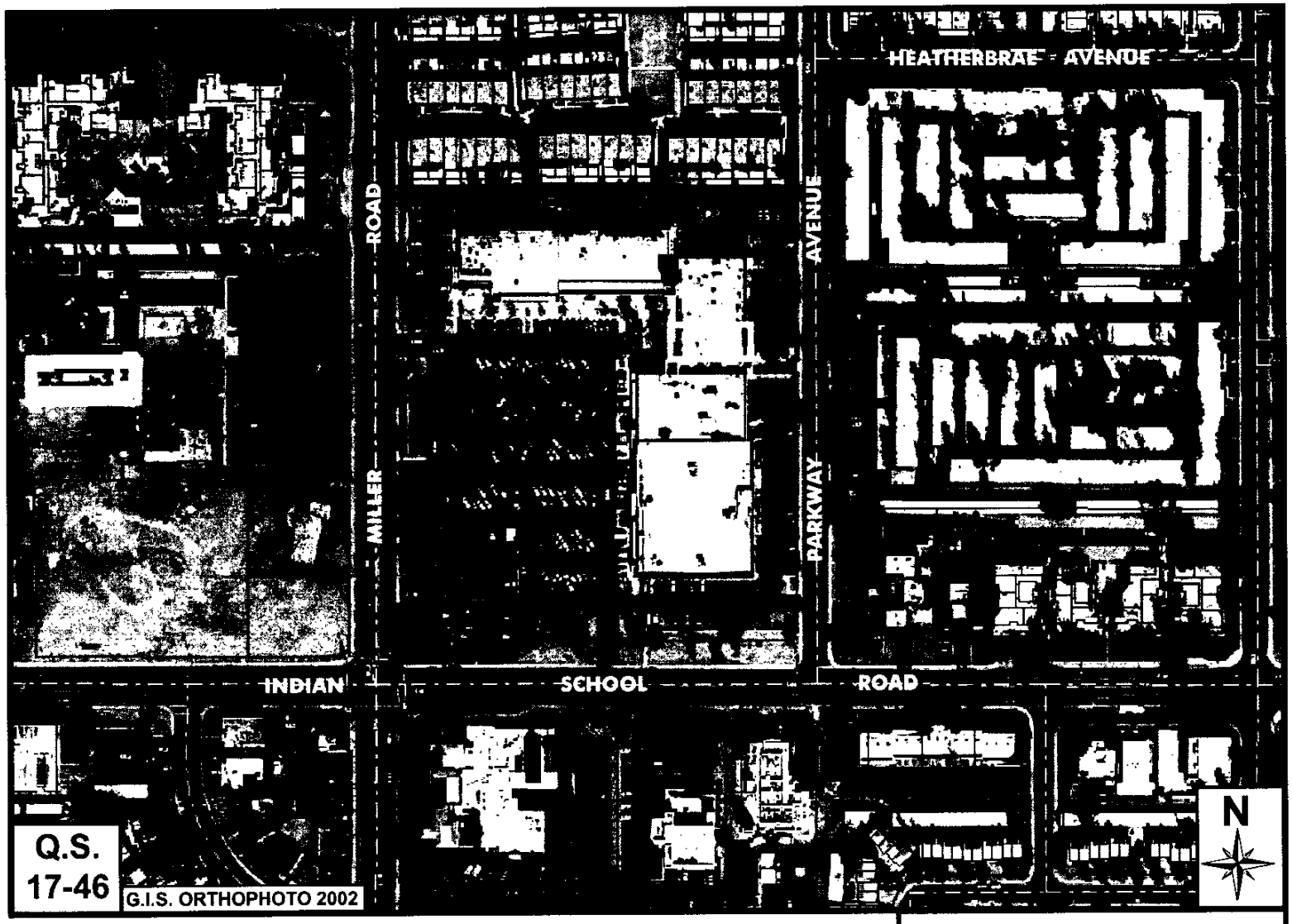
We do not believe the continuation of a bar in the Miller Plaza neighborhood shopping center is in the best interests of our community

Sincerely,

Carrie L. Ransil

Carrie L. Ransil
Director of Finance
for The Board of Directors of
Scottsdale Medical Imaging, Ltd.

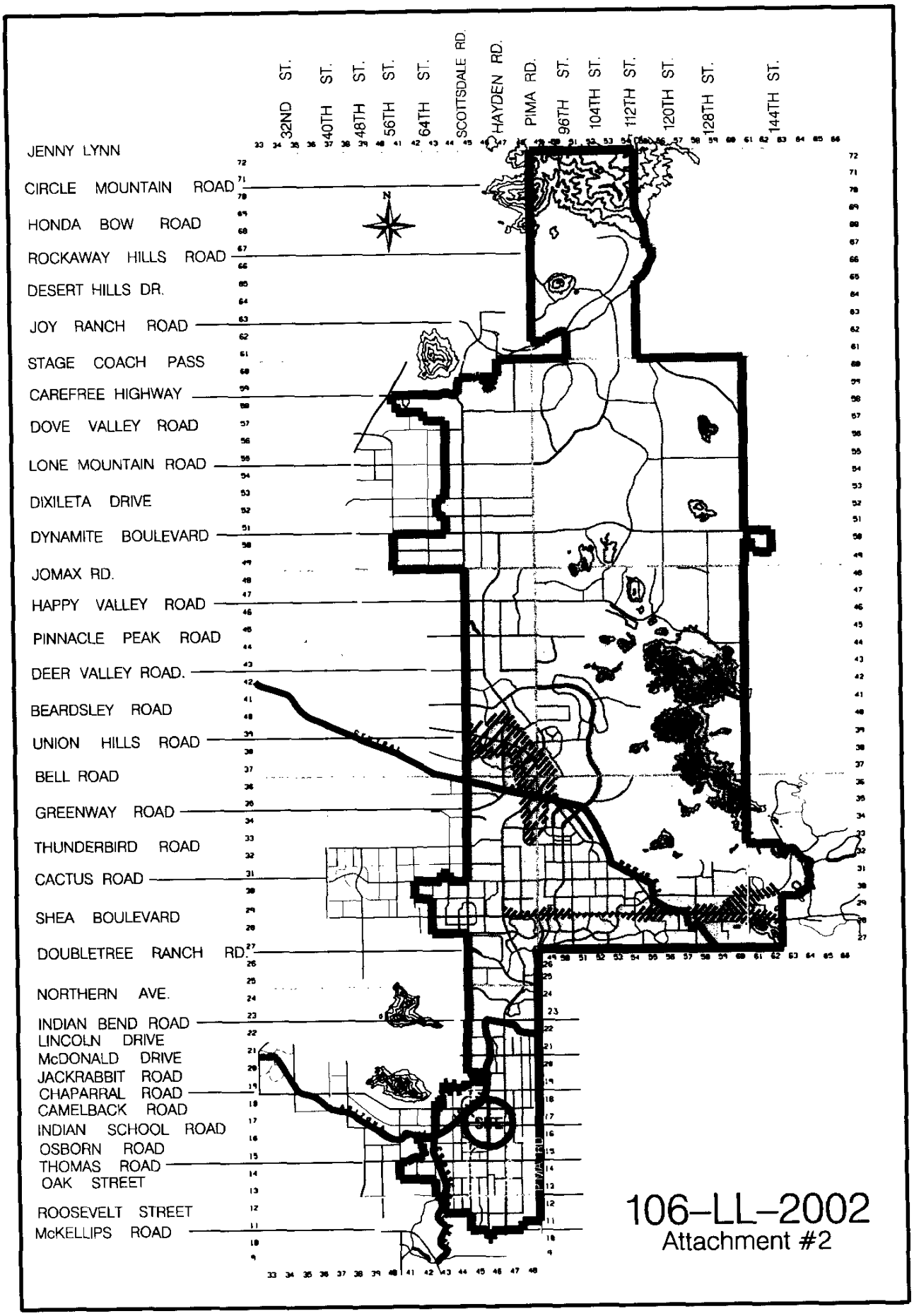
3501 N. Scottsdale Rd.
Suite 130
Scottsdale, AZ 85251
(480) 425-5000
Fax: (480) 945-6548



Sugar's

106-LL-2002

ATTACHMENT #1



106–LL–2002
Attachment #2

Liquor Licenses Within A Half-Mile Radius of 7624 E Indian School Rd.

0 275 550 1,100 1,650 2,200 Feet

1 inch equals 814.61 feet

Liquor Licenses.mxd
Printed: 01/07/2003
Created By: Brian Hancock
Source: City of Scottsdale, State of Arizona Dept. of Liquor Licenses and Control.

N

CITY COUNCIL REPORT

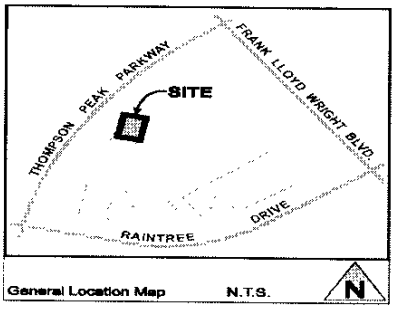
MEETING DATE: February 18, 2003 ITEM NO. 2 GOAL: Preserve Character and Environment

SUBJECT

Liquor License Request for Pinata Nueva
107-LL-2002

REQUEST

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a series 12 (restaurant) State liquor license.



OWNER

Pinata Nueva, LLC

APPLICANT CONTACT

Amy Nations
480-730-2675

LOCATION

14850 N. Frank Lloyd Wright Blvd.
Scottsdale Horizon

BACKGROUND

This site is zoned C-3 PCD (Highway Commercial District Planned Community District)
This is a new license for an existing restaurant formerly known as Flo's Chinese Restaurant.
The distance to the nearest school, Zuni Elementary is 3000 ft.
The distance to the nearest church, New Covenant Lutheran Church, is 2000ft.
There are 6 liquor licenses within a one half mile radius of this location.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The applicant is seeking a favorable recommendation on a series 12 (restaurant) liquor license. Ms. Nations represents the new owners of this existing restaurant who are currently operating with an interim license. The applicant has maintained the required posting notice for the State mandated 20 day period.

IMPACT ANALYSIS

Police/Fire. The Police Department has conducted a review and recommends approval of this case.

Financial Services. Revenue Collection has reported that the applicant has met City licensing requirements and all fees have been paid.

Parking. Planning and Development Services has conducted a review of the parking requirements. The restaurant use has been in this space for several years, formerly Flo's Chinese Restaurant. The site plan of the existing center and the interior space of the restaurant will remain the same. Therefore, there is no increase or decrease in parking requirements. Parking is in compliance with the zoning ordinance.

(Continued)

Development Information. This establishment is 3,200 sq. ft. and is located in a pad within the Scottsdale Horizon Shopping Center. The shopping center consists of primarily retail and restaurant uses.

Code Enforcement. Code Enforcement has conducted a review and has determined that the applicant is in compliance with the zoning ordinance.

Maricopa County. Maricopa County Environmental Health has reviewed this application and reported no opposition to this case.

Community involvement. No petitions or protests have been filed with the City Clerk during the 20 (twenty) day posting period.

OPTIONS AND STAFF RECOMMENDATION

City Council has the option of recommending approval or denial to the Arizona Department of Liquor Licenses and Control.

Recommended Approach: The review of this application has shown that it meets zoning, parking, and public safety requirements.
Staff recommends approval.

Proposed Next Steps: The City Council's recommendation of approval or denial will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 15 days.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Jeff Fisher
Interim Plan Review and Permit Services Director
480-312-7619
E-mail: Jfisher@ScottsdaleAZ.Gov

APPROVED BY

Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 2/5/03
Ed Gawf — Date
Deputy City Manager

ATTACHMENTS

#1: Aerial Map
#2: Vicinity Map
#3: Application

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

2002 DEC 20 P 2:30

107-LL-2002 APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

RECEIVED

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.

DEC 3 0 2002
CITY OF SCOTTSDALE
DEVELOPMENT SERVICES

SECTION 1 This application is for a:

- ☒ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees: LICENSE #: _____

1. Type of License: Series #12 2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

P1041547

1. Applicant/Agent's Name: Mr. Ms. Nations (Last) Amy (First) S. (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Pinata Nueva, LLC B1026526
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Pinata Nueva B1019212
(Exactly as it appears on the exterior of premises)
4. Business Address: 14850 N. Frank Lloyd Wright Blvd. (Do not use PO Box Number) Scottsdale (City) Maricopa (COUNTY) 85260 (Zip)
5. Business Phone: ( ) Applied For Residence Phone: [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: [redacted] City [redacted] State [redacted] Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ _____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: MP Date: 12/20/02 Lic. # 12075382

Fees: 100 Application, 100 Interim Permit, ____ Agent Change, ____ Club, ____ F. Prints, $ 200 TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business while 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,
(Print full name)
PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X_____ State of _____ County of _____
(Signature)
The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day of Month Month Year

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

See Attached

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
			%		

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

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐ ☐				%		
☐ ☐				%		
☐ ☐				%		
☐ ☐				%		

(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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

- ☐ INTERIM PERMIT *Complete Section 5*
- ☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees: LICENSE #: _____

1. Type of License: _____ 2. Total fees attached: $ _____

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

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Ms. _____
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: _____
(Exactly as it appears on the exterior of premises)
4. Business Address: _____
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (_____) _____ Residence Phone: (_____) _____
6. Is the business located within the incorporated limits of the above city or town? ☐YES ☐NO
7. Mailing Address: _____
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ _____.____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: _____ Date: _____ Lic. # _____

Fees: _____ Application _____ Interim Permit _____ Agent Change _____ Club _____ F. Prints $ _____ TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 11/2000

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

ECTION 5 Interim Permit:

If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

There MUST be a valid license of the same type you are applying for currently issued to the location.

Enter the license number currently at the location: 12073660

Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

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

Florence J. Chan, declare that I am the CURRENT LICENSEE of the stated license and
(Print full name)
cation . I have read this application and the contents and all statements are true, correct and complete.

(Signature)

CHRISSY A. GOODWIN
Notary Public - Arizona
MARICOPA COUNTY
My Comm. Exp. 07-30-05

y commission expires on:

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
20th day of December, 2002.
Day of Month Month Year

Chrissy A. Goodwin
(Signature of NOTARY PUBLIC)

ECTION 6 Individual or Partnership Owners:

ACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 FEE FOR EACH CARD.

Individual:

ast	First	Middle	% Owned	Residence Address	City State Zip
			%		

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

neral-Limited		Last	First	Middle	% Owned	Residence Address	City State Zip
☐	☐				%		
☐	☐				%		
☐	☐				%		
☐	☐				%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO

SECTION 7 Corporation/Limited Liability Co.:

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

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

☒ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: Pinata Nueva, LLC DLLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: 9-24-01 2002 DEC 20 2:30 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-1000963-5 OK Date authorized to do business in AZ: 9-24-01

5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____

6. List all directors/officers in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address City State Zip
Gonzales	Lesa	Maria	Member	[redacted]
Gonzales	Martin	David	Member	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address City State Zip
Gonzales	Lesa	Maria	50 %	Same As Above
Gonzales	Martin	David	50 %	Same As Above
			%	
			%	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter) (Attach a copy of Club Charter)

2. Is club non-profit? ☐ YES ☐ NO If tax exempt, give IRS tax exempt number: _____

3. List officer and directors:

Last	First	Middle	Title	Residence Address City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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: DLLC _____ 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.

2002 DEC 20 P 2:30

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

1. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

A SEPARATE LICENSE MUS[redacted]H 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).

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. Current Business Address: _____

_____

5. License Type: _____ License Number: _____ Last Renewal Date: _____

6. Current Mailing Address (other than business): _____

_____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Day of Month Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

1. Current Business Name and Address: (Exactly as it appears on license) DLLC

2002 DEC 20 P 2:30

2. New Business Name and Address: (Do not use PO Box Number)

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 3000 ft. (Regardless of distance) Name/Address of school: Zuni Elementary School 9181 E Redfield Rd. Scottsdale, AZ 85260

2. Distance to nearest church: 2000 ft. (Regardless of distance) Name/Address of church: New Covenant Lutheran Church 15152 N. Frank Lloyd Wright Blvd. Scottsdale, AZ 85260

3. I am the: ☒ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors name and address: Scotts Horizon Property, Inc. A NewHampshire Corp C/O Hart Advisers Daryl Krivanec One Mill Pond Lane Sinsbury, CT 06070

4a. Monthly rental/lease rate $ 7,752.00 approx What is the remaining length of the lease? 7 yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other Still Owe Term (give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ 104,000.00

Does any one creditor represent more than 10% of that sum? ☒ YES ☐ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City	State	Zip
Wells Fargo Bank			100%	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) Restaurant

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 # 12073660 (Exactly as it appears on license) Name Florence Chan

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☒ YES ☐ NO If yes, give licensee's name:

   Chan (Last) Florence (First) _____ (Middle) and license #: 12073660

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. Section 4-203.01; and complete Section 5 of this application.

   DLLC 2002 DEC 20 P 2:50

3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.

4. Do you understand that **40% of your annual gross revenue** must be from food sales? ☒ YES ☐ NO

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

1. Check **ALL** boxes that apply to your licensed premises:

   ☒ Entrances/Exits ☒ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date _____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

   See Attached

YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel license at the proposed location? ☐ YES ☒ NO If yes, give licensee's name:

   DLLC _____ 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. Section 4-203.01; and complete Section 5 of this application.

   2002 DEC 20 PM 2:30

3. All restaurant applicants must complete a Restaurant Operation Plan (Form 114) provided by the Department of Liquor.

4. Do you understand that 40% of your annual gross revenue must be from food sales? ☒ YES ☐ NO

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

1. Check ALL boxes that apply to your licensed premises:

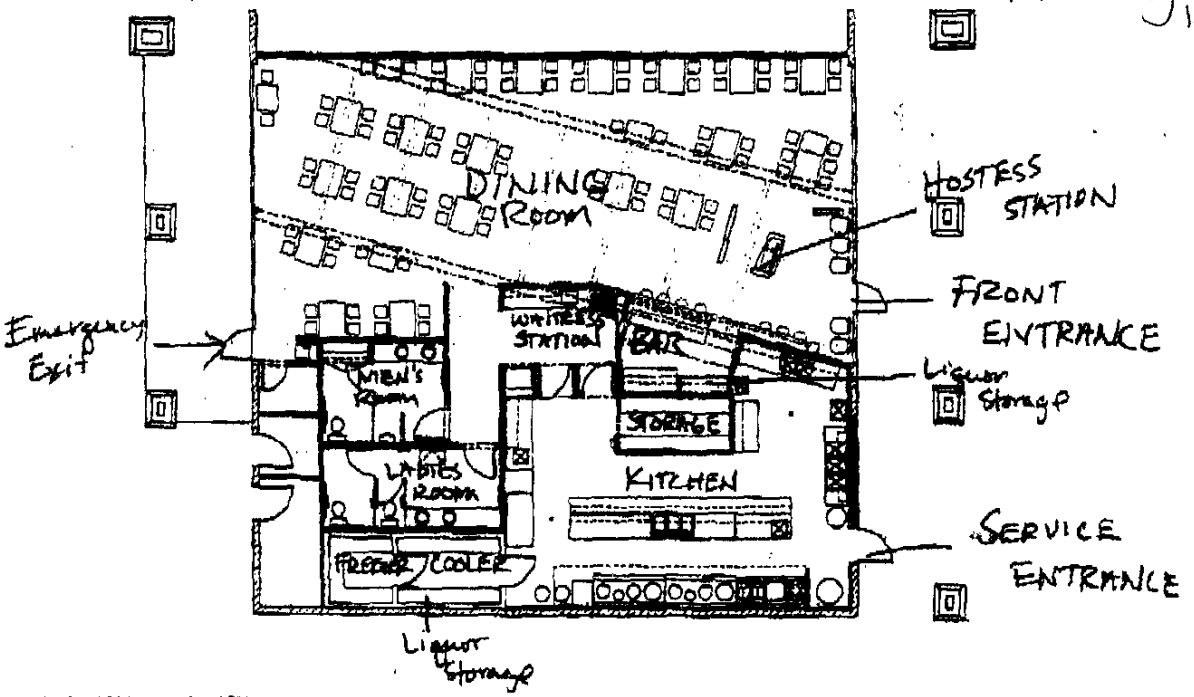
   ☒ Entrances/Exits ☐ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☒ Under construction; estimated completion date 10/01/97

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

Approx. 3,200



YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

DLLC

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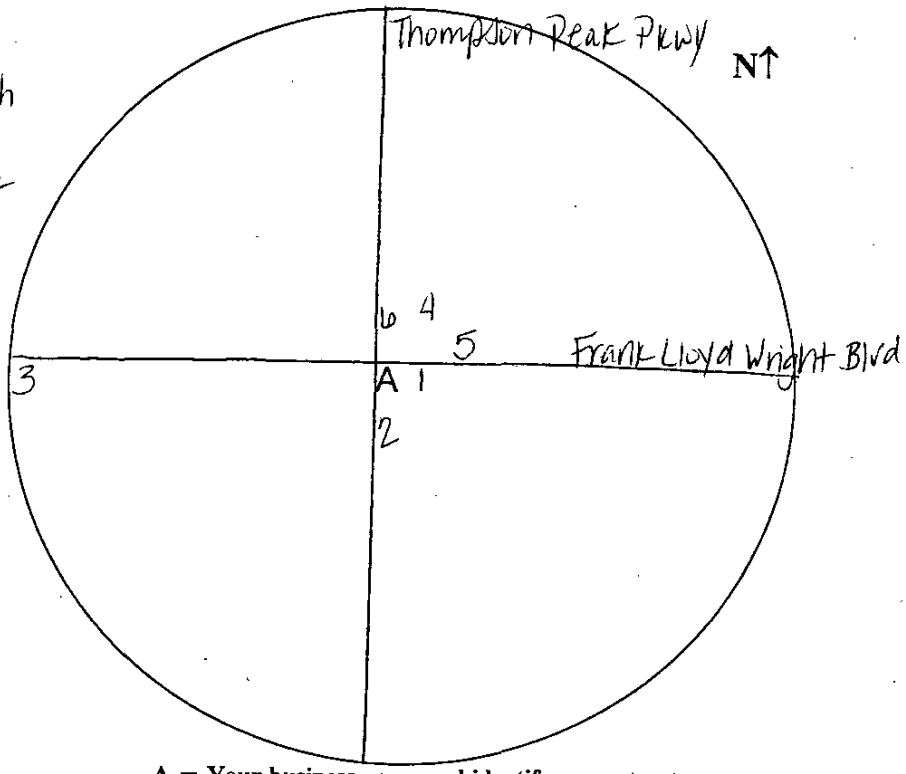
SECTION 16 **Geographical Data:** **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.**

List below the exact names of all churches, schools, and spirituous liquor outlets within a one half mile radius of your proposed location.

1. Safeway
2. DSCo Drugs
3. New Covenant Lutheran Church
4. AJ's Fine Foods
5. Flo's Chinese Restaurant
6. Chipolte
7.
8.
9.
10.
11.
12.
13.
14.
15.

(ATTACH ADDITIONAL SHEET IF NECESSARY)



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

I, Amy S. Nations, declare that: 1) I am the APPLICANT (Agent/Club Member/Partner), making
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X Amy Nations
(Signature)

CHRISSY A. GOODWIN
Notary Public - Arizona
MARICOPA COUNTY
My Comm. Exp. 07-30-05

My commission expires on:

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

20th day of December, 2002
Day of Month Month Year

Chrissy A. Goodwin
(Signature of NOTARY PUBLIC)

DLLC

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SAMPLE

GEOGRAPHICAL DATA

In the area adjacent to the map provided below indicates your proposed location and the exact names of all churches, schools, and alcoholic beverage outlets within a 1/2 mile radius of your proposed location.(See example below)

A = Applicant _____ Series 12

01 Pink Elephants _____ Series 06

02 Mama's Rest. _____ Series 12

03 Corner Liquors _____ Series 09

04 Joe's Groceries _____ Series 10

05 Lions Club _____ Series 14

06 Burgers R Us _____ Series 07

07 Pizza Perfect _____ Series 07

08 Billy Bobs Bar _____ Series 06

09 St. Anthonys Church _____

10 St. Anthonys School _____

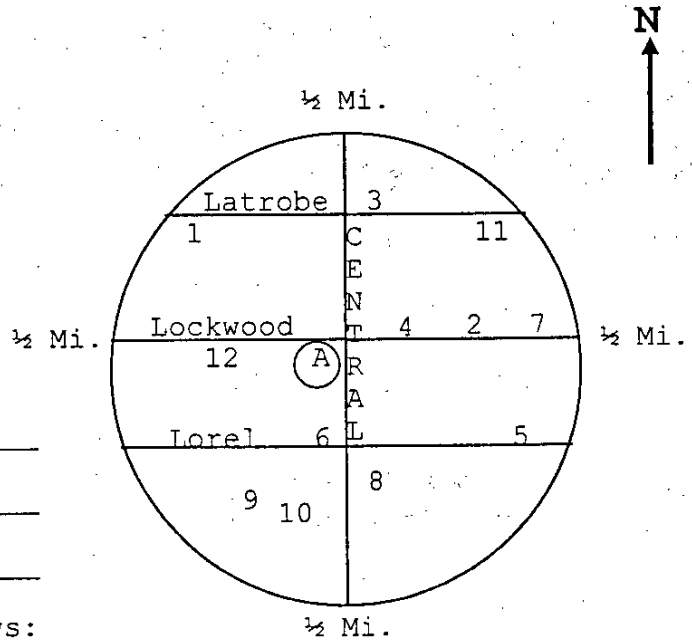
11 Burbank Middle School _____

12 First United Baptist Church _____

13 _____

14 _____

15 _____



A.R.S. Section 4-207.A reads as follows:

A. No retailers license shall be issued for any premises which are. at the
B. 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 any of grades one(1) through twelve(12).
C. or within three hundred(300) horizontal feet of a fenced recreational area adjacent to such school building.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

DLLC

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

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RESTAURANT OPERATION PLAN

LICENSE # _____

1. List by Make, Model and Capacity of your :

Grill	Imperial
Oven	Imperial
Freezer	Boote MFG Co.
Refrigerator	Boote MFG Co.
Sink	Lambertson
Dish Washing Facilities	Lambertson
Food Preparation Counter (Dimensions)	Randell (custom)
Other	

2. Print the name of your restaurant: Pinata Nueva

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

   a. **Restaurant area** of your premises [95]

   b. **Bar area** of your premises [+ 5]

   c. **Total area** of your premises [100]

5. What type of dinnerware and utensils are utilized within your restaurant?
   ☒ Reusable ☐ Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). ☒ Yes 10 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 100 %

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

Lic0114 05/1999

8. Does your restaurant Contain any games or television? ☒ Yes ☐ No
(If yes, what types and how many? Pool tables, Video Games, Darts, etc.)

1 Television

DLLC
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9. Do you have live entertainment or dancing? ☐ Yes ☒ No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

Cooks- to prepare food
Dishouts- place food to order on plates
Dishwashers- clean all dishware, glassware, utensils, ect.
Prep Cooks- Cut all meat, veggies, cheese, ect.
Waiters/Waitresses- Take orders from customers
Busboy- cleans tables, keeps areas neat, takes chips,salsa, water to table
hostess- seats & greets all customers, answers phone calls
Cashier- takes all guest checks, handles all monies
bartender- serves drinks and food to customers, maintains bar area
Manager- overlooks all employees

I, Amy S. Nations, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read theis application and the contents and all statements true, correct and complete.

X Amy Nations
(Signature of APPLICANT)

CHRISSY A. GOODWIN
Notary Public - Arizona
MARICOPA COUNTY
My Comm. Exp. 07-30-05

My commission expires on:

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
20th day of December, 2002.
Day of Month Month Year

Chrissy A. Goodwin
(Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

DLLC

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

2002 DEC 20 P 3:36

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the department any documents necessary to determine compliance with A.R.S. 205.02.G. Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
2. A list of *all* food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, *accurate* inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
      1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Guest Checks
      4) Coupons/Specials
      5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns

12. Payroll Records

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. 4-119) DLLC

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C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. 210.A.7. AND A.R.S. 205.02.G.

A.R.S. 210.A.7. The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. 205.02.G. For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent** (40%) of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (**print** Licensee/Agent's Name):

Nations	Amy	S.
Last	First	Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

X _____ (Signature of Licensee/Agent)

20th day of December, 2002
Day of Month Month Year

CHRISSY A. GOODWIN
Notary Public - Arizona
MARICOPA COUNTY
My Comm. Exp. 07-30-05

My commission Expires on: _____
Day of Month Month Year

_____ (Signature of NOTARY PUBLIC)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

erages

(one free refill) 1.50
er, sprite, pink lemonade, dr. pepper)
5 • Coffee/Decaf 1.50
Iced or Hot Tea 1.50
• Fruit Juices 2.25

etizers
esadillas

e for Chips & Salsa re-fills

chos • 5.75
ips covered with melted cheese
sliced jalapeños.
h beans...6.95
. chicken or ground beef...8.95
ed with bean dip)

e Crisp • 4.50
trips of Green Chiles...4.95
Guacamole...6.25
ions and Tomatoes...4.75

Iary Lou
Green Chile • 6.95
hile & Meat folded inside a Cheese
ith Sour Cream on the side.

icadilla • 8.95
lla stuffed with Machaca Beef or
ated with mild Peppers, Onions, &
our Cream & Guacamole on the side.

n Pizza • 12.95
yered with cheese, green chiles,
es, onions & ripe olives.
n, Ground Beef or Machaca Beef.
ur Cream served on the side.

Iorteña • 13.95
cial! Crisp tortilla with layers of
zesty cream cheese, fresh tomatoes,
heddar & Jack cheese on top.

ppetizers • 9.95
e tacos, chimichangas, flautas, and
male covered with sauce.
our own Fiesta Bean Dip.

Beef or Chicken • 7.95
s served with cream cheese,
gallo & guacamole.

Jalapeños 4.95
s filled with cream cheese,
nique light batter and fried.
dressing on the side for dipping.

on Queso Dip
or Spinach • 5.75
xican-style cheese fondue,
h tortilla chips for dipping.

apeño Bean Dip

Soups & Salads

Ensalada • 4.50
Dinner salad with your choice of Italian, Ranch, Honey Mustard, Vinegar & Oil or Balsamic dressing.

Taco Salad • 7.95
Your choice of chicken, ground beef or machaca beef, served with tomatoes, onions and grated cheeses over fresh salad greens in a flour tortilla bowl. Topped with sour cream & guacamole too!

Caesar Salad • 5.00
Origin Tijuana, circa 1926.

Grilled Chicken Caesar Salad • 7.95
Marinated grilled chicken tossed with romaine lettuce, croutons and freshly grated parmesan cheese.

Grilled Shrimp Caesar Salad • 11.95
Marinated grilled shrimp atop romaine lettuce, croutons and freshly grated parmesan cheese.

Albondigas Soup (Daily) • 3.95
Mexican meatball-and-vegetable soup with hearty cuts of fresh vegetables. Served with a warm tortilla.

Chicken Tortilla Soup (Monday thru Friday) • 5.25
Chicken & veggies in a spicy tomato broth with fried corn tortilla strips.

Menudo (Served on Saturday & Sunday Only) • 4.95
The classic Mexican soup made with beef tripe and white hominy. Served with a garnish of fresh cilantro, diced onion, oregano and lemon. Chile tepin available for added heat. Served with a warm tortilla.

Cocido (Sunday Only) • 6.95
A very traditional Mexican soup, made with meat and assorted fresh vegetables served in a beef broth. Served with a warm flour tortilla.

Firecracker Salad • 6.95
On top of a fried flour tortilla we layer refried beans, diced red onions, Mexican cheese & greens lightly tossed in a balsamic vinegar dressing. Then we add a dollop of sour cream, avocado slices & our own Firecracker bean and whole kernel corn salad! This one's a meal in itself!
with grilled chicken • 2.95 extra

Combinations

(No Substitutions)

1. Cheese Enchilada, Tamale with sauce, Taco and Beans or Rice • 8.95
2. Two Red or Green Cheese Enchiladas, Rice and Beans • 8.95 with Beef or Chicken • 9.95
3. Chile Relleno, Taco and Bean Tostada • 8.75
4. Red or Green Chile Con Carne, Rice, Beans and Flour Tortilla • 7.50
5. Red or Green Burro, Taco and Bean Tostada • 8.95
6. Taco, Cheese Enchilada and Bean Tostada • 7.75
7. Chicken Enchilada, Chicken Taco, Rice & Beans • 9.50
8. Two Beef or Chicken Tacos, Rice and Beans • 8.25
9. Sour Cream Cheese Enchilada, Beef Taco, Beans or Rice • 7.50 with Beef or Chicken • 8.50
10. Red or Green Chile Burro, Cheese Enchilada, Beans or Rice • 8.95
11. Chile Relleno, Tamale with Sauce & Taco • 9.50
12. Beef or Chicken Super Taco or Flauta Grande (made with fried flour tortilla) served with Rice and Beans • 8.45
13. Beef or Chicken Chimichanga served with Rice and Beans • 9.25

Platillos de Huevos

(Egg Dishes)

Chile Relleno Dinner • 7.65
Whole green chile stuffed with cheese, dipped in a special egg batter, deep fried and topped with green sauce and melted cheese. Served with beans, rice and warm tortilla.

Huevos Rancheros • 7.65
Eggs scrambled or served sunny-side-up, covered with our special chile salsa. Served with beans, rice and warm tortilla.

Chorizo con Huevos • 7.65
Spicy Mexican sausage scrambled with eggs. Served with beans, rice and a warm tortilla.

Sonora Enchilada • 7.65

Especialidades De La Casa

Our House Specialties inc... DLLC

2002 DEC 20 P 2:30

Tia Carlotta • 9.50
...le covered in our special sauce.

...o Con Queso • 9.75
...wrapped in a deep-fried flour ...n our special cheese sauce.

...an • 9.75
... Chicken Burro smothered in our ... sauce, with your choice of sour ... cream cheese.

...ca Dinner • 9.95
... tomatoes, onions, and mild chile ...d with a flour tortilla.

... Beef Picado • 10.95
...teed with tomatoes, mild chiles, ...ed with a flour tortilla.

...ada Dinner • 9.25
... with spinach and covered ...ese sauce (spicy).

Seafood Enchilada Dinner • 9.50
Two plump enchiladas filled with a delicious blend of seafood and covered in our special sauce. Served with sour cream.

Pollo Azteca • 9.25
Marinated Chicken Breast char-broiled and served over sauteed peppers & onions, then topped with jalapeño Jack cheese and our Ranchero Sauce.
Comes with Pico de Gallo and a flour tortilla.

Carne ala Parilla • 12.95
U.S. choice ribeye steak broiled to your taste, topped with our special chile salsa and melted cheese. Served with a flour tortilla and a cheese enchilada too!

Carne Asada (Black Angus Beef) • 14.95
Tenderloin filet broiled to your taste, topped with our special chile salsa and melted cheese, guacamole and a flour tortilla.

Pork or Beef Carnitas Burro • 8.95
Tender diced pork or beef rolled in a flour tortilla with guacamole, fresh white onion and cilantro.

Flat Enchilada Stack • 8.95
Seasoned ground beef, chicken or machaca between 3 layers of corn tortillas topped with red sauce & cheese. Served with sour cream.

Fish Taco Dinner • 8.95
Two lightly battered and fried fish filets wrapped in soft corn tortillas with shredded cabbage and Pico de Gallo.

Shrimp Baja • 13.95
Gulf shrimp simmered in a spicy tomato-based salsa.

Flauta Dinner • 9.50
Two crisp rolled corn tortillas stuffed with seasoned shredded beef or chicken, cheese, tomato, onions and choice of guacamole or cream cheese.

Pollo Blanco Enchilada • 9.95
Two Chicken enchiladas with white jalapeño sauce, garnished with cilantro.

La Piñata Grilled Chimi • 11.25
Crisp burro filled with grilled seasoned cuts of steak, chicken breast or porkloin. Covered with sauce, served with guacamole and sour cream on the side.

...FITAS

...iñata (priced per person)
... pork, beef or shrimp, char-broiled to perfection ...ions, green and red peppers. Plus rice, beans, ...o, guacamole and flour tortillas on the side.

...n or Steak • 10.95
...ork • 10.95
...d Fajitas • 12.50
...u choose — chicken, steak or pork only.
...rimp • 14.95

Chimichangas

(The Mexican version of the Banana Split.)

Bean • Green Chile • Red Chile • Beef • Chicken or Machaca • 7.25
Deep fried burro stuffed with your favorite filling and topped with sour cream, guacamole, cheese, tomatoes and onions.

Border Chimichanga • 6.95
Crisp burro with your favorite filling (from above) covered with our special sauce topped with sour cream.

*We feature three succulent sauces: **Ranchero** Sauce made from whole tomatoes, onions, chiles and bell peppers; **Red** enchilada sauce made from pureed mild chile pods and sauteed garlic; **Green** sauce a beef based sauce w/onions, diced green chiles, garlic, pepper and other spices.*

...EN'S MENU

...10 & Under)
...e & Beans • 4.25
...i's & Beans • 4.25
...Cheese) & Rice • 4.25
... Dog & Fries • 4.25
...ts & Fries • 4.25

...s — Dine In Only)

AMERICAN SPECIALS

Hamburger (1/2 pound*) & Fries • 5.95
with Cheese • 6.50

Grilled Cheese Sandwich & Fries • 4.25

Breaded Chicken Tenders & Fries • 7.25

Grilled Chicken Breast Sandwich • 7.95
Marinated boneless & skinless chicken breast sandwich with Monterey Jack Cheese & French Fries.
*Pre-cooked weight

Desserts

Flan • 3.50

Fried Ice Cream • 3.50
with Strawberry Puree • 4.50

Sopapilla with Honey • 2.00

Cielito Lindo • 3.00
with Ice Cream • 4.50

Scoop of Ice Cream • 1.95

Chocolate Deep-Fried Burrito with Ice Cream • 4.50

...arte

...	3.75
...	4.25
...	4.25
...	4.75
...	5.95
...	4.75
...	4.95
...	1.00
...	1.25
...	.75

Tostadas

Bean	2.95
Ground Beef & Bean	3.95
Ground Beef, Bean & Sour Cream	4.50
Machaca Beef or Chicken	4.50
Guacamole	4.50

Tamales

Beef	3.95
[illegible]	[illegible]

Enchiladas

Cheese & Onion	3.50
Beef (shredded or ground)	4.75
Chicken	4.75
Spinach	4.75
Sonora Style (2)	4.75
Spinach & Chicken (1)	5.75

Sides

Ranchero Beans	1.75	Sour Cream	.75
Refried Beans	1.75	Guacamole	1.50

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1552
(520) 628-6595

R04597

QUESTIONNAIRE

DLLC

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2002 DEC 20 P 2:30

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 OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

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

1. Check appropriate box →

☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☐ Officer ☒ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager	☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Nations (Last) Amy (First) S. (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: Arizona
(This Will Not Become a Part of Public Records)

4. Place of Birth: Morenci (City) Arizona (State) USA (Country) (not county) Height: 5'7 Weight: 165 Eyes: HZL Hair: BRN

5. Marital Status ☒ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: ([redacted]

6. Name of Current or Most Recent Spouse: _____ Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 08-24-69

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

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Pinata Nueva Premises Phone: (_____) Applied For

11. Licensed Premises Address: 14850 N. Frank Lloyd WrightBlvd. Scottsdale Maricopa 85260
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 (Give street address, city, state & zip)
05/99	CURRENT	Member / VP	Arizona Liquor Industry Consultants 1811 S. Alma School #268 Mesa, AZ. 8521C
08/96	05/99	Locksmith	Allied Signal Aerospace 3101 E. Airlane Phoenix, AZ.85034

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 giving name, address and phone number of landlord	City	State	Zip
[redacted]	CURRENT	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
08/00	12/00	mom	623 W. Guadalupe #121	Mesa	AZ	85210
05/95	08/00	own	170 E. Guadalupe #132	Gilbert	AZ	85234

Disabled individuals requiring special accommodations please call (602) 542-9027

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 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.

DLC 2002 DEC 20 P 2:30

15. Have you EVER 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)? *For traffic violations, include only those that were alcohol and/or drug related.* ☒ YES ☐ NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☒ YES ☐ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☒ YES ☐ NO

18. 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

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? ☐ YES ☒ NO

20. 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 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a [redacted] agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Amy S. Nations, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X Amy Nations
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 20th day of December, 02.
(Day of Month, Month, Year)

CHRISSY A. GOODWIN
Notary Public - Arizona
MARICOPA COUNTY
My Comm. Exp. 07-30-05

Chrissy A. Goodwin
(Signature of NOTARY PUBLIC)

My commission expires on: _____
(Day of Month, Month, Year)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
(Last, Middle, First)

Hereby authorize the applicant to act as manager for the named liquor license.

[redacted]

State of [redacted] County [redacted]
The foregoing instrument was acknowledged before me this _____ day of _____, _____
(Day of Month, Month, Year)

X _____
(Signature of LICENSEE/AGENT)

My commission expires on: _____
(Day of Month, Month, Year)

_____
(Signature of NOTARY PUBLIC)

Question 15

DLLC

2002 DEC 20 P 2:30

In June of 1983 when I was 13, I was detained by the Mesa Police Department for being drunk in public. I was held at the police department until my mother could come and get me. There were no charges or fines filed against me.

In September of 1983 when I was 13, I was detained by the Phoenix Police Department for being in a stolen vehicle. I was released because I didn't know the vehicle was stolen. There were no charges or fines filed against me.

In 1985 when I was 16, I was charged with Assault by the Mesa Police Department. I was put on probation until I turned 18 and ordered to do 300 community service hours. I violated my probation by not finishing my community service hours and was ordered by a judge to pay a $50.00 fine. I was released off probation 6 months early for good behavior.

Question 16

Same as above

Question 17

I work for Arizona Liquor Industry Consultants. Because of the number of licenses we work with it is possible that one of them may have a pending action of some kind.

Question 20

I am currently the agent on the following liquor licenses:

Roaring Fork 12075190 4800 N. Scottsdale Rd. Suite 1700 Scottsdale, Arizona 85257
Shady Grove Bar & Grill 06070160 1001 E. 8th Street Tempe, Arizona 85281
Little Guy Distributing 04073074 146 S. Country Club Dr. Mesa, Arizona 85210
Claim Jumper 12075270 7000 E. Shea Blvd. #000K Scottsdale, Arizona 85254
Fleming's Steakhouse 12075292 20753 N. Pima Rd Bldg. R Scottsdale, Arizona 85255
Carrabba's Italian Grill 12075300 5646 W. Bell Rd. Glendale, Arizona 85308
Carrabba's Italian Grill 12075301 1060 N. 54th St. Chandler, Arizona 85226
Carrabba's Italian Grill 12075302 1740 S. Clearview Dr. Mesa, Arizona 85208
Carrabba's Italian Grill 12075310 17007 N. Scottsdale Rd. Scottsdale, Arizona 85255
Super Station Car Wash 10073705 7700 S. Autoplex Loop Tempe, Arizona 85284
Super Station Car Wash 10073704 616 W. Baseline Rd. Tempe, Arizona 85283
Super Station Car Wash 10073283 1560 S. Gilbert Rd. Mesa, Arizona 85204
Library Bar & Grill 06070302 501 S. Mill Ave. #101 Tempe, Arizona 85281
Roy's Desert Ridge 12075313 5350 E. Marriott Dr. Phoenix, Arizona 85054
Kaddy Korner 12075335 2801 N. Central Ave. Phoenix, Arizona 85004
McGrath's Fish House 12075338 1610 S. Stapley Dr. Mesa, Arizona 85204
Chevron Pending 10074460 7730 W. Indian School Rd. Phoenix, Arizona 85033

Sinbad Restaurant	12075344	5004 S. Price Rd. Tempe, Arizona 85282
Los Gringos Loco	12113069	201 S. Phelps Dr. Apache Junction, Arizona 85220
Native New Yorker	Pending	10220 W. McDowell #160 Avondale, Arizona 85323
Roy's	Pending	7001 N. Scottsdale Rd. #147 Scottsdale, Arizona 85253
Deemo's	12075169	2501 E. Camelback Rd. #30 Phoenix, Arizona 85016

2007 DEC 20 P 2:30

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

BLLC

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.

2002 DEC 20 P 2:30

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.

FP current

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

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

1. Check appropriate box →
   - [X] Owner [ ] Partner [ ] Stockholder [ ] Member [ ] Officer [ ] Agent [ ] Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager
   - [ ] Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Gonzales (Last) Martin (First) David (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] (This Will Not Become a Part of Public Records) Drivers License #: [redacted] State: AZ

4. Place of Birth: Ajo (City) AZ (State) Usa (Country (not county)) Height: 5'8" Weight: 190 Eyes: Brn Hair: Brn

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Residence (Home) Phone: [redacted]

6. Name of Current or Most Recent Spouse: Gonzales (Last) Lesa (First) Maria (Middle) Gallardo (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 2-9-70

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

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Pinata Nueva Premises Phone: (____) Applied For

11. Licensed Premises Address: 14850 N. Frank Lloyd Wright Blvd. (Street Address (Do not use PO Box #)) Scottsdale (City) Maricopa (County) 85260 (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.

ATBoth

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
7-01	CURRENT	Sales Rep.	Ortho-McNeil 1000 Rte 202 PO Box 300 Raritan, NJ 08869-0602
11-01	Current	Owner	Pinata Nueva 3655 W. Anthem Way D-105 Anthem, AZ 85086
7-98	7-01	Sales Rep.	Alza Corp. 1900 Charleston Rd. Mnt.View, CA 94043

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 giving name, address and phone number of landlord	City	State	Zip
[redacted]	CURRENT	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
6-98	9-01	Own	4711 E. Jaeger Rd.	Phoenix	AZ	85050
6-83	6-98	Own	2127 E. Lamar Rd.	Phoenix	AZ	85016

Disabled individuals requiring special accommodations please call (602) 542-9027

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 8 , answer #14a below. If NO, skip to #15. ☑ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 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 EVER 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)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☑ NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☐ YES ☑ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☑ NO

18. 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

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? ☐ YES ☑ NO

20. 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 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is [redacted]ct or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, MARTIN D GONZALES, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents 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 20th day of December, 02.
(Day of Month, Month, Year)

CHRISSY A. GOODWIN
Notary Public - Arizona
MARICOPA COUNTY
My Comm. Exp. 07-30-05

Chrissy A. Goodwin
(Signature of NOTARY PUBLIC)

My commission expires on: _____
(Day of Month, Month, Year)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
(Last, Middle, First)

Hereby authorize the applicant to act as manager for the named liquor license.

[redacted] State of [redacted] County of [redacted]
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) (Day of Month, Month, Year)

My commission expires on: _____ _____
(Day of Month, Month, Year) (Signature of NOTARY PUBLIC)

Attachment for Martin David Gonzales

#12

DLLC

11-96 to 7-98 Sales Rep. Vivus Inc. 1908 N. Charleston Rd. Mnt. View, CA 94043

2002 DEC 20 P 2:31

Attachment for Martin David Gonzalez

DLLC
2002 DEC 20 P 3:31

#20
I am currently owner of Pinata Nueva @ 3625 W. Anthem Way D-105 Anthem, AZ 85086 #12075030

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

P103/120

QUESTIONNAIRE

DLLC

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2002 DEC 20 P 2:31

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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.

FP current

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

There is a $24.00 processing fee for each fingerprint card submitted. Liquor License # _____
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) (If the location is currently licensed)

1. Check appropriate box → [X] Owner [ ] Partner [ ] Stockholder [ ] Member [ ] Officer [ ] Agent [ ] Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | [ ] Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Gonzales (Last) Lesa (First) Maria (Middle) Date of Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: Upland (City) CA (State) USA Country (not county) Height: 5'5" Weight: 120 Eyes: Grn Hair: Brn

5. Marital Status [ ] Single [XX] Married [ ] Divorced [ ] Widowed Residence (Home) Phone: ([redacted]

6. Name of Current or Most Recent Spouse: Gonzales (Last) Martin (First) David (Middle) _____ (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 6-4-73

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

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Pinata Nueva Premises Phone: (____) Applied For

11. Licensed Premises Address: 14850 N. Frank Lloyd Wright Blvd. Scottsdale Maricopa 85260
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.

at Both

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1-00	CURRENT	RN	Banner Health 1111 E. McDowell Rd. Phx, AZ 85086
11-01	Current	Owner	Pinata Nueva 3655 W. Anthem Way D-105 Anthem, AZ 85086
8-99	12-99	RN	Tempe Elementary 1115 W. 5th St. Tempe, AZ 85281

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 giving name, address and phone number of landlord	City	State	Zip
[redacted]	CURRENT	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
6-01	9-01	Own	4711 E. Jaeger Rd.	Phoenix	AZ	85050
6-73	6-01	Own	9920 N. 48th Place	Phoenix	AZ	85253

Disabled individuals requiring special accommodations please call (602) 542-9027

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises ? If you answered YES, how many hrs/day? 8 , answer #14a below. If NO, skip to #15. ☑ YES ☑ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 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 EVER 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)? *For traffic violations, include only those that were alcohol and/or drug related.* ☑ YES ☐ NO

16. Have you EVER been *convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole* for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? *For traffic violations, include only those that were alcohol and/or drug related.* ☑ YES ☐ NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☑ YES ☐ NO

18. 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

19. Has anyone EVER *filed suit or obtained a judgment against you* in a civil action, the subject of which involved *fraud or misrepresentation of a business, professional or liquor license*? ☐ YES ☑ NO

20. 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 20 is "YES" YOU MUST attach a signed statement giving complete details. Please be sure to include dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

[redacted]

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is [redacted] ct or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Lisa Maria Gonzales, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X Lisa Maria Gonzales
(Signature of Applicant)

CHRISSY A. GOODWIN
Notary Public - Arizona
MARICOPA COUNTY
My Comm. Exp. 07-30-05

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 19 day of December, 2002.
(Day of Month, Month, Year)

Chrissy A. Goodwin
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day of Month Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Last Middle First

Hereby authorize the applicant to act as manager for the named liquor license.

[redacted] of [redacted]

The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
(Signature of LICENSEE/AGENT) (Day of Month, Month, Year)

My commission expires on: _____
Day of Month Month Year

_____
(Signature of NOTARY PUBLIC)

Attachment for Lesa Maria Gonzales

DLLC

#12

2002 DEC 20 P 2:31

1-98 to 8-99 Owner/Manager Toquilas Mexican Restaurant 4175 N. Goldwater Blvd. Scottsdale, AZ

Attachment for Lesa Maria Gonzales

DLLC

#20

2002 DEC 20 2:31

I am currently owner of Pinata Nueva @ 3655 W. Anthem Way #D-105 Anthem, AZ 85086 #12075030

Piñata Nueva

DLLC

2002 DEC 20 P 2:31

Memo

To: Arizona Department of Liquor Licenses & Control

From: Lisa Gonzales

Date: 11/16/01

Re: Questionnaire #15-20

Question # 18

Cinco de Mayo May 5th 1998

Fined for under age drinker at my former restaurant Tequilas. Apparently, they were drinking on patio. I was notified 2 months later by mail, went to liquor department and paid fine.

Question #15,16,17

Pending DUI no court date has been set.

Question # 20

Tequilas owner controlling operator of liquor license

Lisa Gonzales

Lisa Gonzales

sec 12: 4/94 - 1/98 Sunrise Medical R.N.
610 E. Baseline Rd.
Tempe, Arizona

DLLC
2002 DEC 20 P 2:31

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #150
Tucson AZ 85701
(520) 628-6595

2002 DEC 20 PM 2:31

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY. DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

LESA ~~SPRAY~~ Gonzales
Individual Name (Print)

Individual Signature

JUNE 22, 1998
Date Training Completed

TYPE OF TRAINING COMPLETED

- [x] BASIC
- [x] ON SALE
- [x] MANAGEMENT
- [ ] ~~OFF SALE~~
- [x] BOTH
- [ ] ~~OTHER~~

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE | TEQUILA'S MEXICAN RESTAURANT (BUSINESS NAME) | LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Arizona Business Council for Alcohol Education (ABC)
Company or Individual Name

500 East Thomas Road #100
Address

Phoenix, Arizona 85012 (602) 285-1396
City State Zip Phone

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

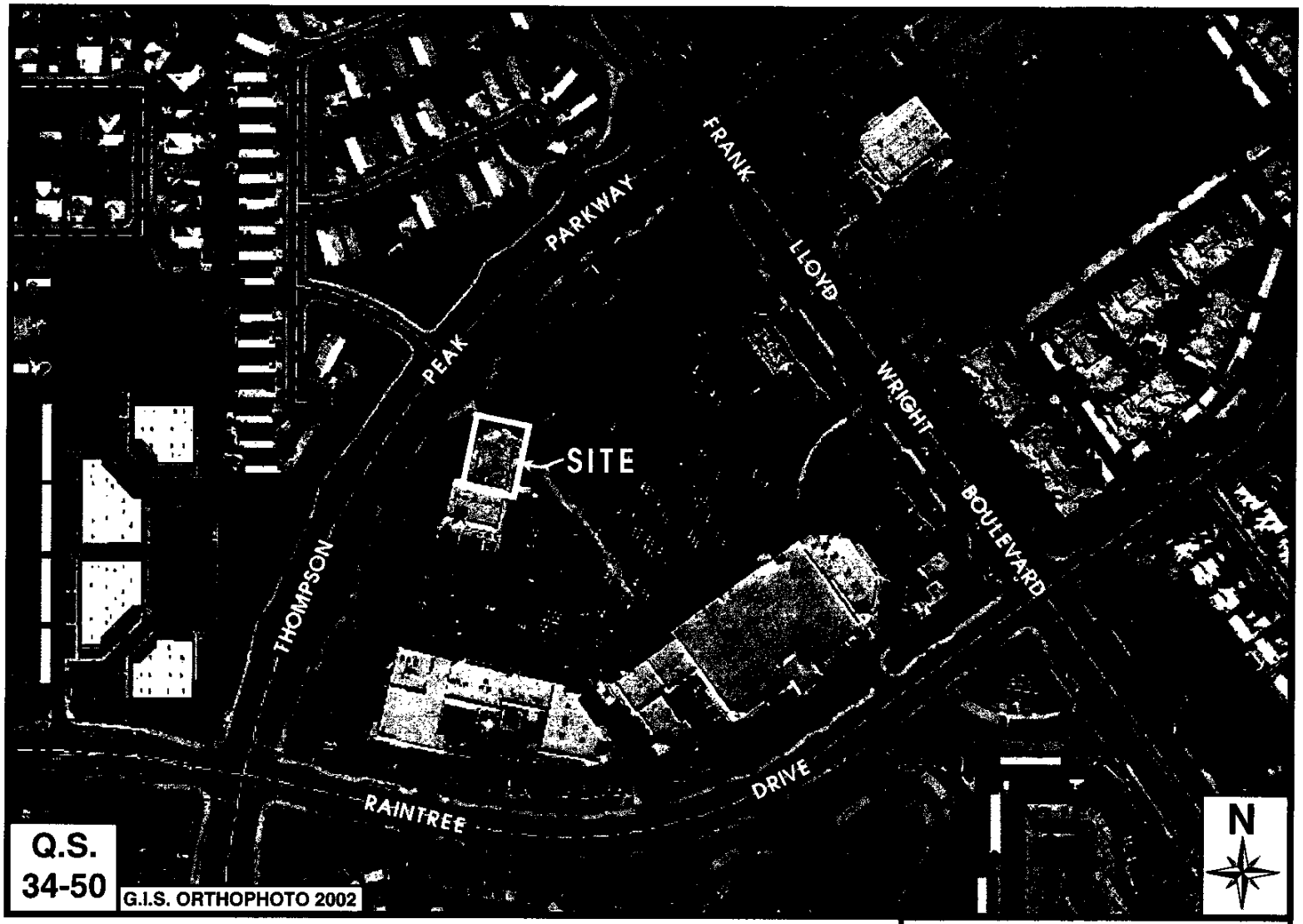
TED KUHN
Trainer Name (Print)

TED KUHN (COPY OF ORIGINAL) JUNE 22, 1998
Trainer Signature Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.
The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

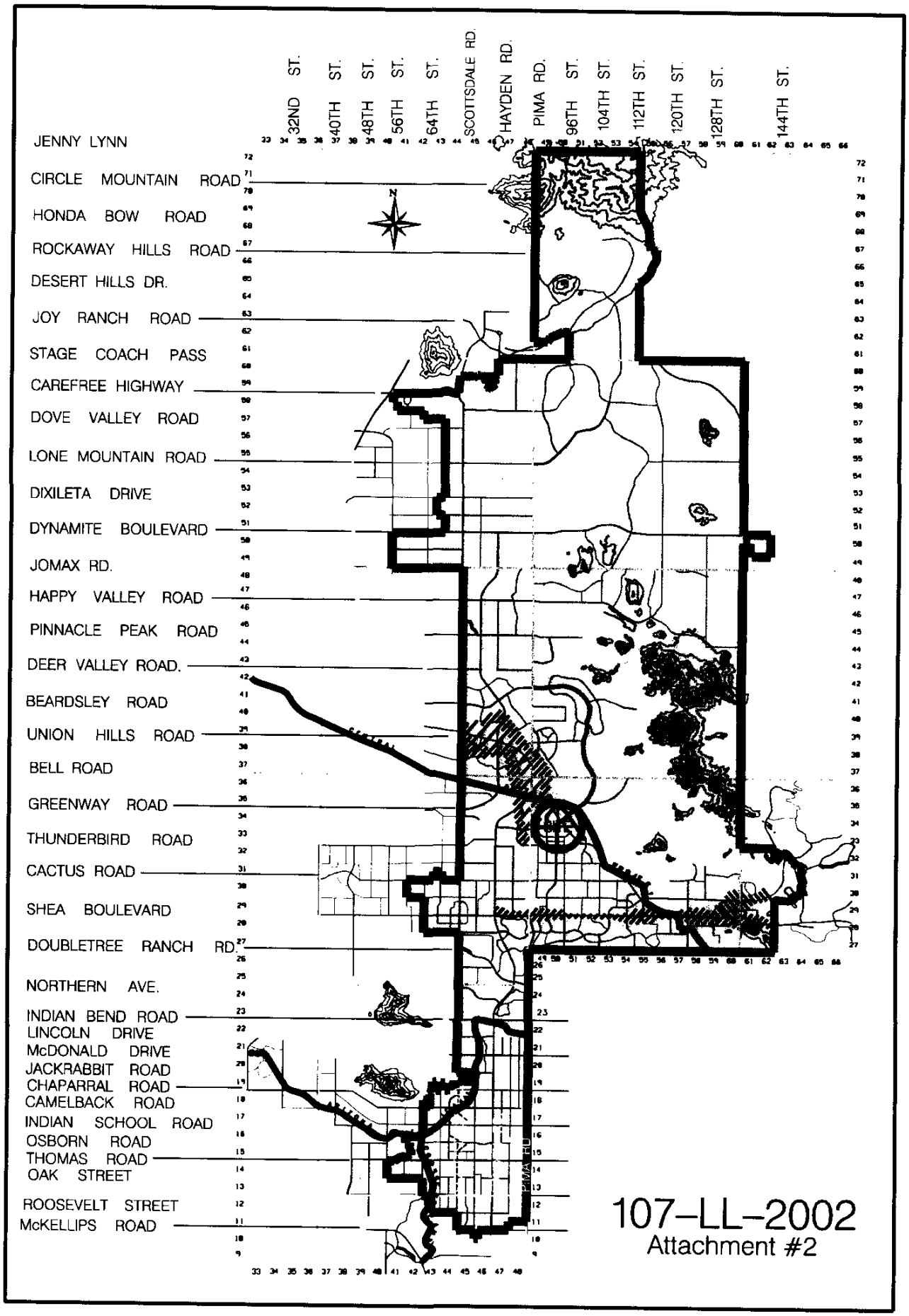
LIC 1021 01/98 Disabled individuals requiring special accommodations please call (602) 542-9051



Pinata Nueva

107-LL-2002

ATTACHMENT #1



107–LL–2002
Attachment #2

Liquor Licenses Within A Half-Mile Radius of 14850 N Frank Lloyd Wright Blvd.

Total Licenses in Half-Mile Buffer = 6

0 285 570 1,140 1,710 2,280 Feet

1 inch equals 899.52 feet

Liquor Licenses.mxd
Printed: 01/07/2003
Created By: Brian Hancock
Source: City of Scottsdale, State of Arizona Dept. of Liquor Licenses and Control.

N

SCOTTSDALE CITY COUNCIL REPORT

MEETING DATE: February 18, 2003 ITEM NO. 3 GOAL: Coordinate Planning to Balance Infrastructure

SUBJECT

Adopt Resolution Number 6249 effectuating abandonment Case 3-AB-2001

REQUEST

Request to adopt Resolution Number 6249 effectuating the approved abandonment of an internal cul-de-sac along the 87th Street alignment located immediately south of Via Dona Road.

Related Policies, References:
(3-AB-2001, 91-DR-2001, 32-LT-2001)

OWNER

First Assembly Church of God & Jill Aguirre

APPLICANT CONTACT

Greg Weldon
Scottsdale First Assembly Church of God
480-367-8182

LOCATION

Southwest Corner of Pima & Via Dona Rd

BACKGROUND

Background.
On August 21, 2001 the City Council approved Case 3-AB-2001 (see Attachment #3), which abandoned an internal cul-de-sac providing access to three undeveloped lots. The property owner's request was to reconfigure the three lots to two, while eliminating the internal cul-de-sac.

The abandonment approval was conditioned upon the owners dedicating an additional 20 feet right-of-way along Pima Road to meet the city street design standards for Parkway requirements (for a total of 75 feet half-street right-of-way). The required right-of-way dedication was provided by the property owners approximately 18 months ago. However, staff did not process the abandonment resolution for adoption.

This action is to process the final adoption for the abandonment to clean up the records for this property.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
This request is to finalize abandonment Case 3-AB-2001 by adopting Resolution 6249. The property owners have fulfilled the 3-AB-2001 stipulation to dedicate an additional 20 feet right-of-way along Pima Road (adding 20 feet to the existing 55 feet right-of-way for a total of 75 feet). With the dedication and this adoption, the original cul-de-sac right-of-way is returned to the properties as shown on Attachment #2.

Attachment #2 shows the resulting lot configuration, which was approved in the lot split case 32-LT-2001, changing the three lots to two, which is consistent with the original intent of Case 3-AB-2001. Attachment #2A shows the pre-abandonment lot configuration and cul-de-sac for reference purposes.

IMPACT ANALYSIS

Once the Resolution is adopted, the 87th Street right-of-way reverts back to the adjacent property owners. This lowers the density by permitting the applicant to reduce the number of lots from three to two.

OPTIONS AND STAFF RECOMMENDATION

Description of Option A:
The City Council could choose to adopt Resolution Number 6249 which would revert the subject right-of-way back to the adjacent property owners as approved by City Council on August 21, 2001 in Case 3-AB-2001.

Description of Option B:
The City Council could choose to continue the case to obtain more information or citizen input.

Recommended Approach:
Staff recommends adoption of the Resolution.

RESPONSIBLE DEPT(S)

Planning and Development Services Department

STAFF CONTACT(S)

Cheryl Sumners
Senior Planner
480-312-7834
E-mail: csumners@ScottsdaleAZ.gov

APPROVED BY

Kroy Ekblaw — Date 2/5/03
General Manager, Planning & Development Services Department

Ed Gawf — Date 2/5/03
Deputy City Manager

ATTACHMENTS

1. Resolution Number 6249
   Exhibit A: Legal Description
   Exhibit B: Map
2. Lot Configuration (2 lots)
2A Pre-Abandonment Lot Configuration (3 lots)
3. Subdivision or Commercial Site Plan if applicable

RESOLUTION NO. 6249

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, VACATING AND ABANDONING A PORTION OF THE PUBLIC RIGHT-OF-WAY, APPLICATION NO. 3-AB-2001, PURSUANT TO THE PROVISIONS OF THE ARIZONA REVISED STATUTES, ARTICLE 8, CHAPTER 20, TITLE 28.

WHEREAS, application has been made to the Council of the City of Scottsdale for abandonment of a portion of public right-of-way; and

WHEREAS, A.R.S. Sec. 28-7202 provides that a city may dispose of a roadway or portion thereof when said property or portion thereof is no longer necessary for public use; and

WHEREAS, after notice to the public, hearings have been held before the Planning Commission and Council of the City of Scottsdale on the proposed abandonment of a portion of the public right-of-way, described in Application No. 3-AB-2001, within the City of Scottsdale; and

WHEREAS, it is in the opinion of the Council that the portion of public right-of-way described herein below is no longer necessary for public uses as roadway; and

WHEREAS, the City Council finds that consideration and other public benefit commensurate with the value of the property, giving due consideration to its degree of fragmentation and marketability, will be provided by the owner of the abutting property to the city.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

Attachment #1

That the real property situated within the City of Scottsdale, Maricopa County, Arizona, and described in Exhibit "A" attached hereto and by this reference made a part hereof; be and the same is hereby vacated and abandoned subject to the reservation of easements for all existing utilities, and reservation of such rights as are specified in A.R.S. Sections 28-7210 and 28-7215. A map marked Exhibit "B" disclosing the area vacated is attached hereto and by this reference made a part hereof.

PASSED AND ADOPTED by the Council of the City of Scottsdale this _____ day of _____, 2003.

_____
Mary Manross, Mayor

ATTEST:

Sonia Robertson
City Clerk

By:_____
City Clerk

APPROVED AS TO FORM:

_____
David Pennartz, City Attorney

GRAHAM ENGINEERING & SURVEYING, INC.
POST OFFICE BOX 1243
CAREFREE, ARIZONA 85377
OFFICE (602) 488-4393
FAX (602) 488-2488

RIGHT-OF-WAY LEGAL DESCRIPTION FOR CUL-DE-SAC

A portion of the north half of the southeast quarter of Section 25, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 25;

thence N. 89-52-43 W. 75.00 ft.;

thence S. 00-20-57 W. 30.00 ft. parallel to and 75.00 ft. from the east line of said Section 25;

thence N. 89-52-43 W. 505.82 ft. to the point of beginning;

thence S. 21-52-44 W. 71.52 ft.;

thence along a curve to the left with a radius of 20.00 ft., a chord bearing of S. 04-28-06 W., an arc length of 18.39 ft.;

thence along a curve to the right with a radius of 46.00 ft., a chord bearing of S. 29-25-03 W., an arc length of 96.72 ft.;

thence N. 07-43-48 E. 414.33 ft.;

thence along a curve to the right with a radius of 631.12 ft., a chord bearing of N. 17-19-54 E., an arc length of 211.53 ft.;

thence N. 26-56-01 E. 61.89 ft.;

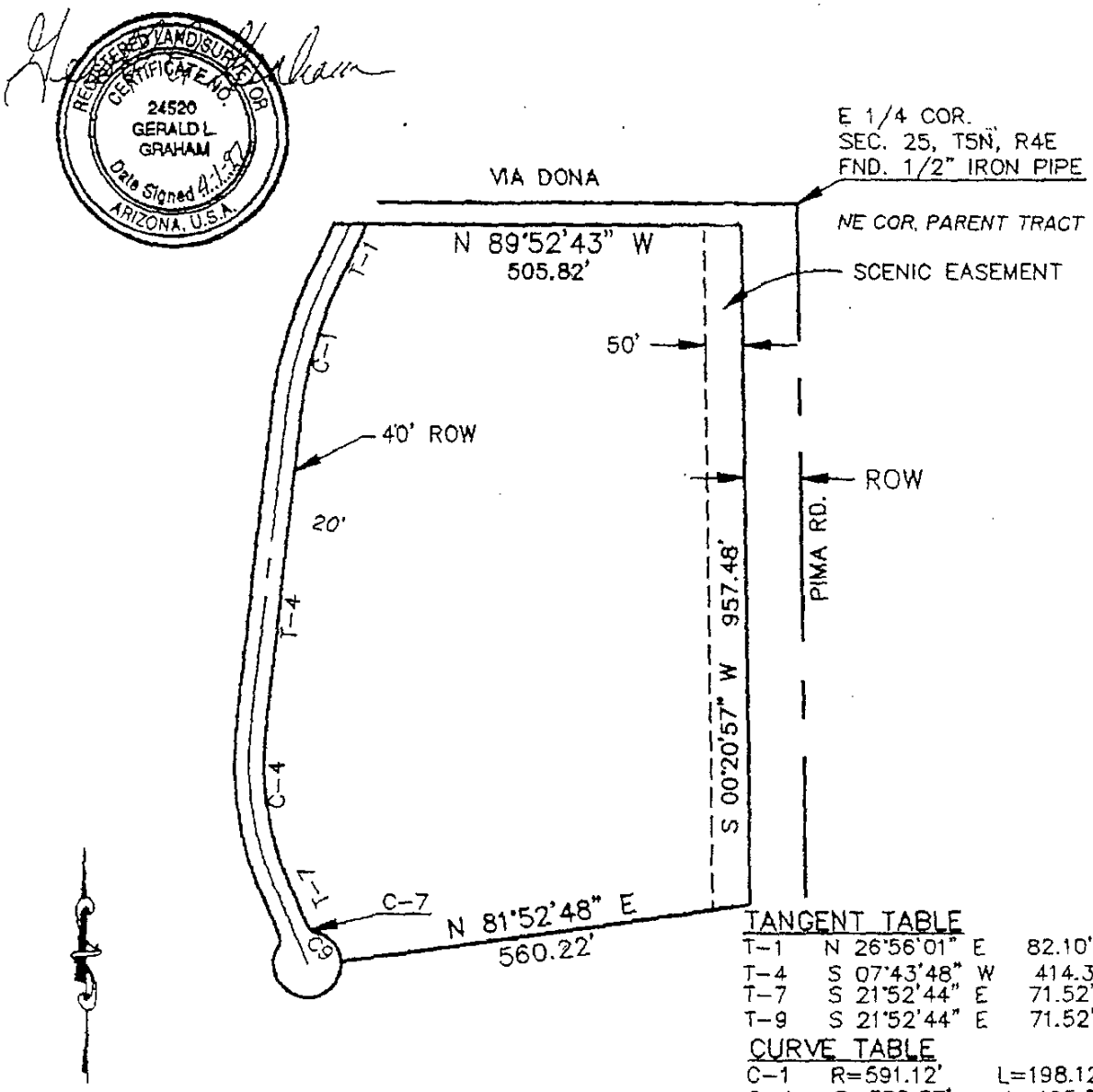
thence S. 89-52-43 E. 44.81 ft. to the point of beginning.

Containing 45,743.63 sq. ft., more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
24520
GERALD L.
GRAHAM
Date Signed 2-11-97
ARIZONA, U.S.A.

EXHIBIT A

GRAPHIC EXHIBIT FOR
CUL-DE-SAC R.O.W.



1 inch = 200 ft.

DATE: 3/28/97

TANGENT TABLE

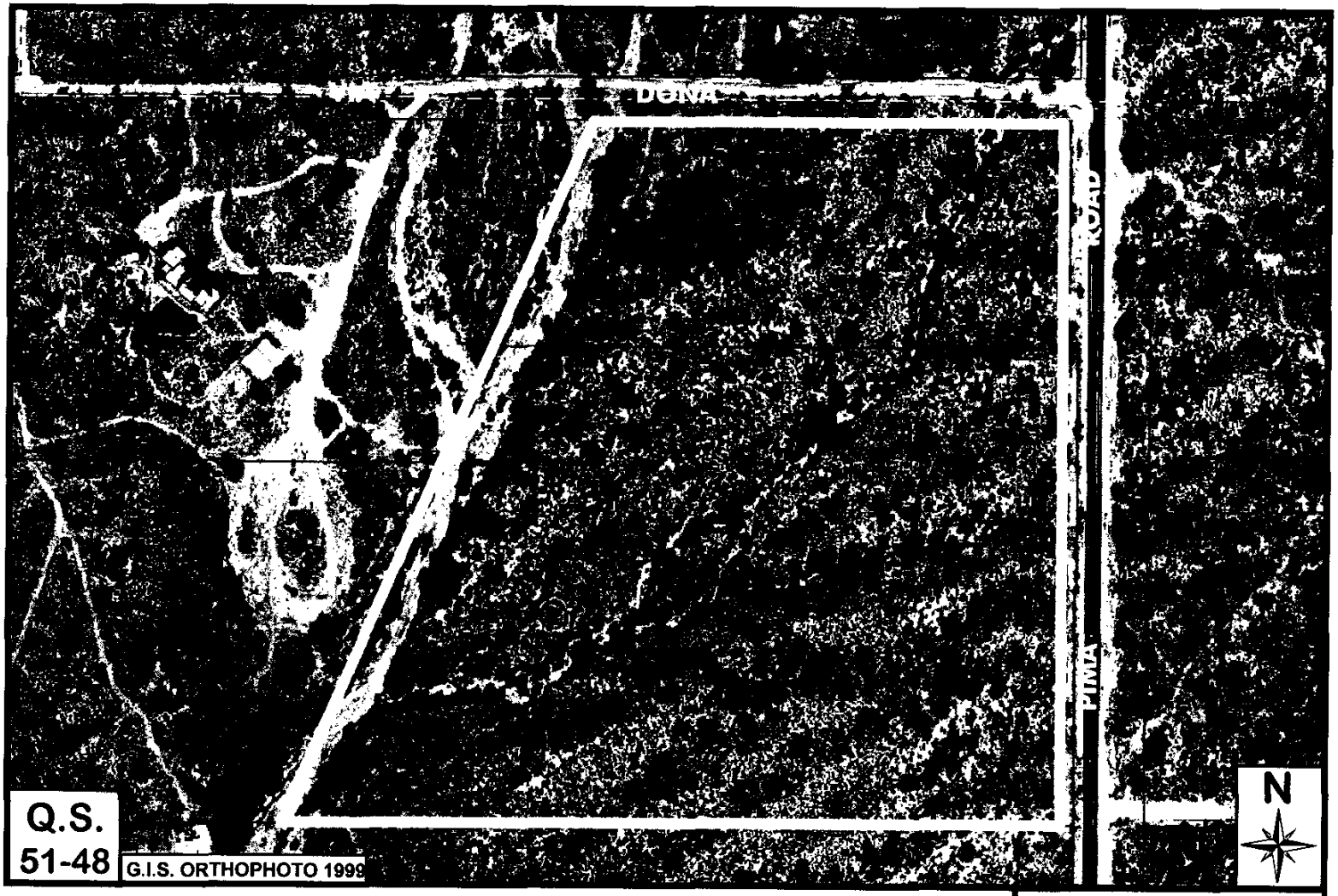
T-1	N 26°56'01" E	82.10'
T-4	S 07°43'48" W	414.33'
T-7	S 21°52'44" E	71.52'
T-9	S 21°52'44" E	71.52'

CURVE TABLE

C-1	R=591.12'	L=198.12'
C-4	R=378.37'	L=195.53'
C-7	R=20.00'	L=18.39'
C-9	R=46.00'	L=56.93'

GRAHAM ENGINEERING & SURVEYING INC.
Civil Engineers & Land Surveyors
P.O. BOX 1243, Carefree, Arizona 85377
(602) 488-4393

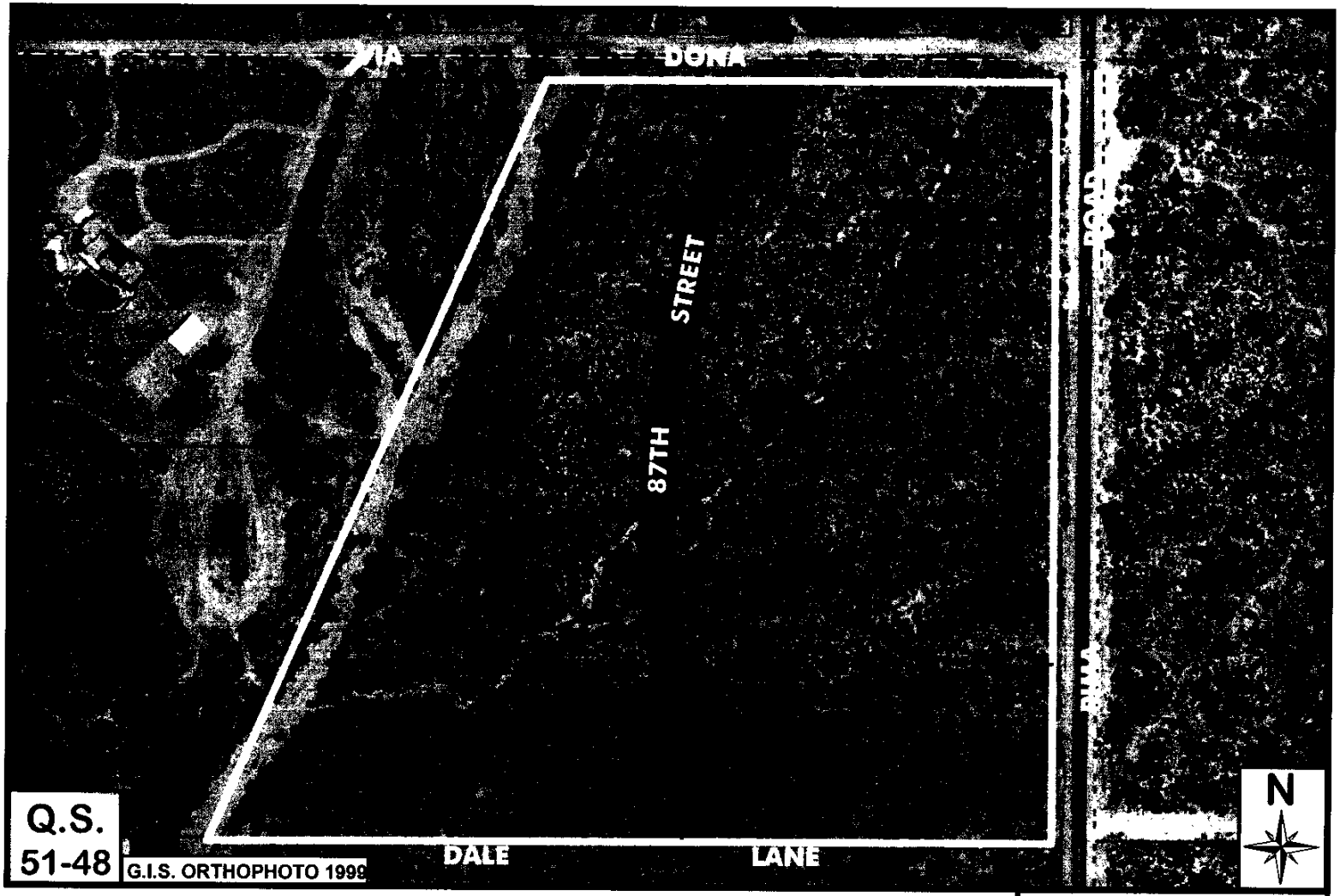
EXHIBIT B



Lot configuration after
cul-de-sac abandonment

3-AB-01

RESOLUTION
ADOPTION
ATTACHMENT #2



Pre-abandonment lot configuration
with cul-de-sac

3-AB-01

RESOLUTION
ADOPTION
ATTACHMENT #2A

Item No. 22

SCOTTSDALE CITY COUNCIL REPORT

To: The Honorable Mayor and City Council
From: Planning Systems Dept/Community Development Division
Meeting Date: August 21, 2001

ITEM IN BRIEF

Action:
First Assembly Church of God Cul-de-Sac Abandonment

- ***Abandon a cul-de-sac right-of-way along 87th Street.***
- ***Accept right-of-way dedication along Pima Road.***

3-AB-2001

Purpose:
This request is to abandon the right-of-way dedication of the 87th Street cul-de-sac so that the adjacent three parcels can be reconfigured into two lots.

This request comes from Tom Rief who filed on behalf of First Assembly Church of God and Jill Aguirre, the owners of these properties.

Location:
Southwest corner of Via Dona Road and Pima Road.

Key Considerations:
City Impact:

- DEDICATES RIGHT-OF-WAY along Pima Road.
- DEVELOPMENT REVIEW BOARD application can continue forward with its review. Easements for the scenic corridor, vista corridor, and public trail will be dedicated with the Development Review Board application.

Neighborhood Impact:

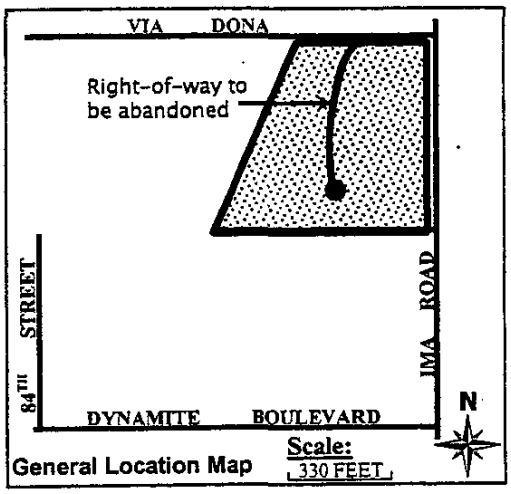
- LOWERS THE DENSITY by permitting the applicant to reduce the number of lots from three to two.

Property Owner Impact:

- ALLOWS FOR THE APPROVAL of the lot-split/lot-tie application to reduce the number of lots from three to two.
- Increases the lot area. This is offset with the Pima Road dedication.

APPROVED
8/21/01 bdl
DATE INITIALS

ATTACHMENT #3



General Location Map

Applicant:
Tom Rief
Land Development Services
4413 N Saddlebag Tr Ste 5
Scottsdale, AZ 85251
(480) 946-5020

Owners:
First Assembly Church of God
15630 N. 83rd Way Ste. 101
Scottsdale, AZ 85260

Jill Aguirre
8605 E. Via Dona
Scottsdale, AZ 85262

Staff Contact:
Burns Gutzwiller
Planner
(480) 312-7854
E-mail: bgutzwiller@ci.scottsdale.az.us

DISCUSSION

Background/History:

This property is located in the Desert Foothills Character Area. The subject 40 feet interior cul-de-sac was dedicated in 1997 as part of a lot-split application to serve the newly created lots. As part of the 1997 lot-split request the city also received a 50 feet wide scenic corridor easement along Pima Road.

Currently, the property owners desire to change the lot configuration and reduce the number of lots from three to two, thus eliminating the need for the subject interior cul-de-sac. They have submitted a Development Review Board application for a proposed church located on the southern portion of the site (one of the two proposed parcels).

Description of Applicant's Proposal:

1. Abandon the 40 feet wide public cul-de-sac right-of-way that serves three undeveloped lots.
2. Dedicate 20 feet of right-of-way on Pima Road to match city street standards for a parkway. 55 feet right-of-way is existing, 75 feet half-street required).
3. If the applicant is successful with their Development Review Board application for a church site, the following dedications would be required before the issuance of any building permits.
    - Vista corridor and drainage easement over the wash located on the western property boundary.
    - An additional 50' of scenic corridor along Pima Road for a total of 100'.
    - Dedicate a public trail easement over the wash located on the western property boundary.

This site is bordered by Pima Road to the east, Via Dona Road to the north, and a major wash to the west. Pima Road is currently classified as a parkway and requires a 75 feet half street right-of-way. Currently only 55 feet of right-of-way exists, and an additional 20 feet of right-of-way is required to comply with minimum city street standards. The dedication for the additional 20 feet of right-of-way is on file, and will be recorded if this request is approved.

Via Dona Road is classified as a minor collector which requires a 30 feet half street right-of-way. Currently, 40 feet half-street of right-of-way exists. No abandonment is being requested along Via Dona Road.

The General Plan indicates that a public trail is located in the wash that runs along the western boundary of this site. This trail will be dedicated at the time of development for each of the proposed lots.

Lastly, this abandonment is necessary for the approval of the applicant's lot-split application, which proposes to reduce the number of lots from three to two.

Community Involvement:
None at time the report was drafted.

Proposal Options and Alternatives:

- Approve the abandonment as requested and accept the right-of-way dedication.
- Deny the abandonment, and retain the right-of-way. The city will not receive the Pima Road right-of-way dedication. It would also prevent the lot-split/lot-tie application being approved as currently proposed.

Summary of Planning Commission Comments:
The Planning Commission did not comment on this case.

Planning Commission Recommendation:
The Planning Commission recommended approval 5-0 on the expedited agenda.

APPROVED
2/21/01
DATE
INITIALS

Attachments:

Attachment #1: Context Aerial
Attachment #2A: Pre-abandonment
Attachment #2B: Post-abandonment
Attachment #3: 6/13/01 Planning Commission Minutes

Burns Gutzwiller
Planner
Report author

Jon Chase
Quality Assurance/Compliance Director

Kroy S. Ekblaw
Interim Planning Systems General Manager

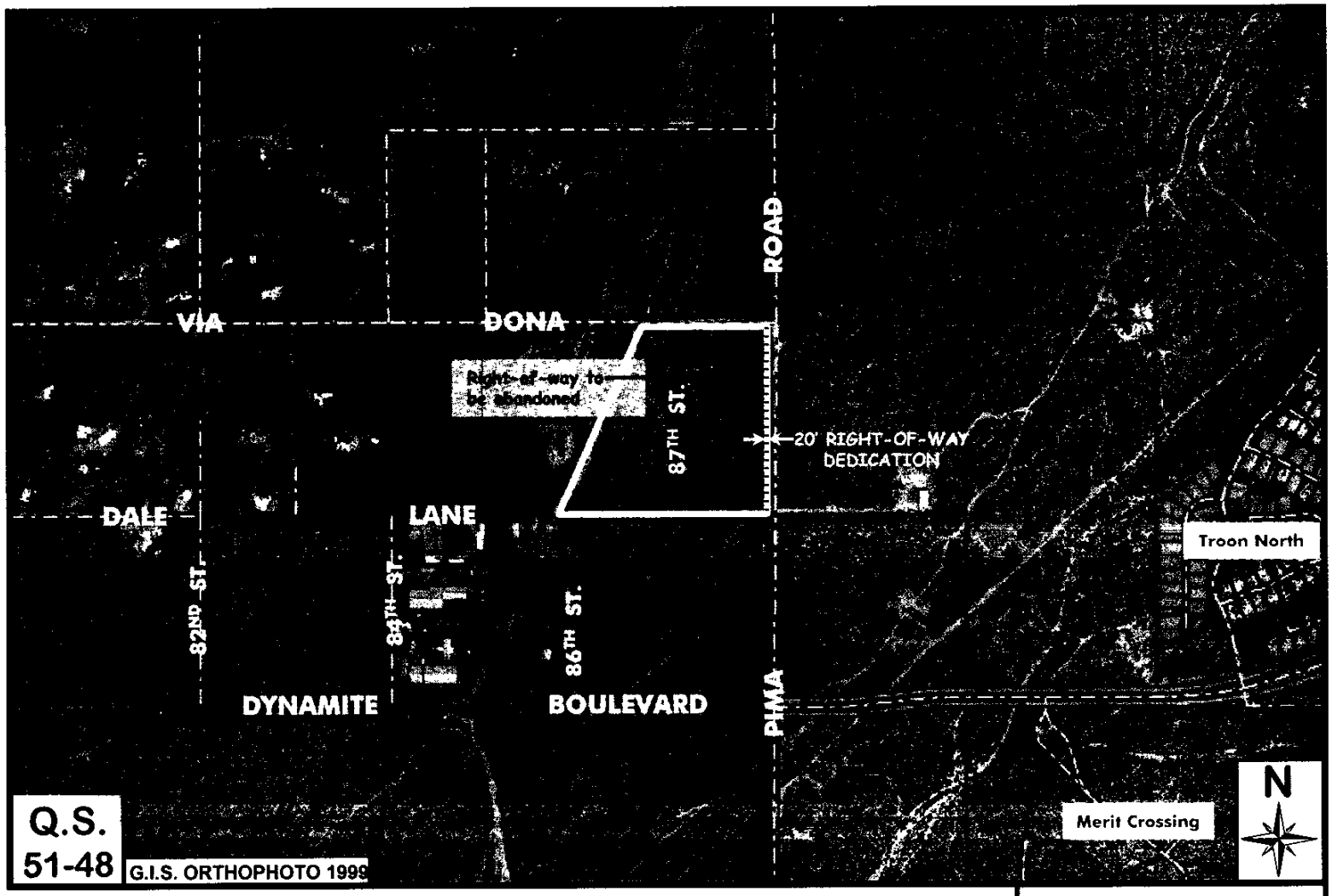
David Ellison
Assistant City Manager

The following departments/divisions have participated in the staff review of this request and support the stipulations/conditions as presented.

- ☑ Comprehensive Planning
- ☑ Public Safety (Police) (Rural Metro)
- ☑ Municipal Services
- ☑ Community Services (Trails)
- ☑ Transportation (Transit) (Drainage)
- ☑ Water Resources

Scottsdale Unified School District has been notified of this application.

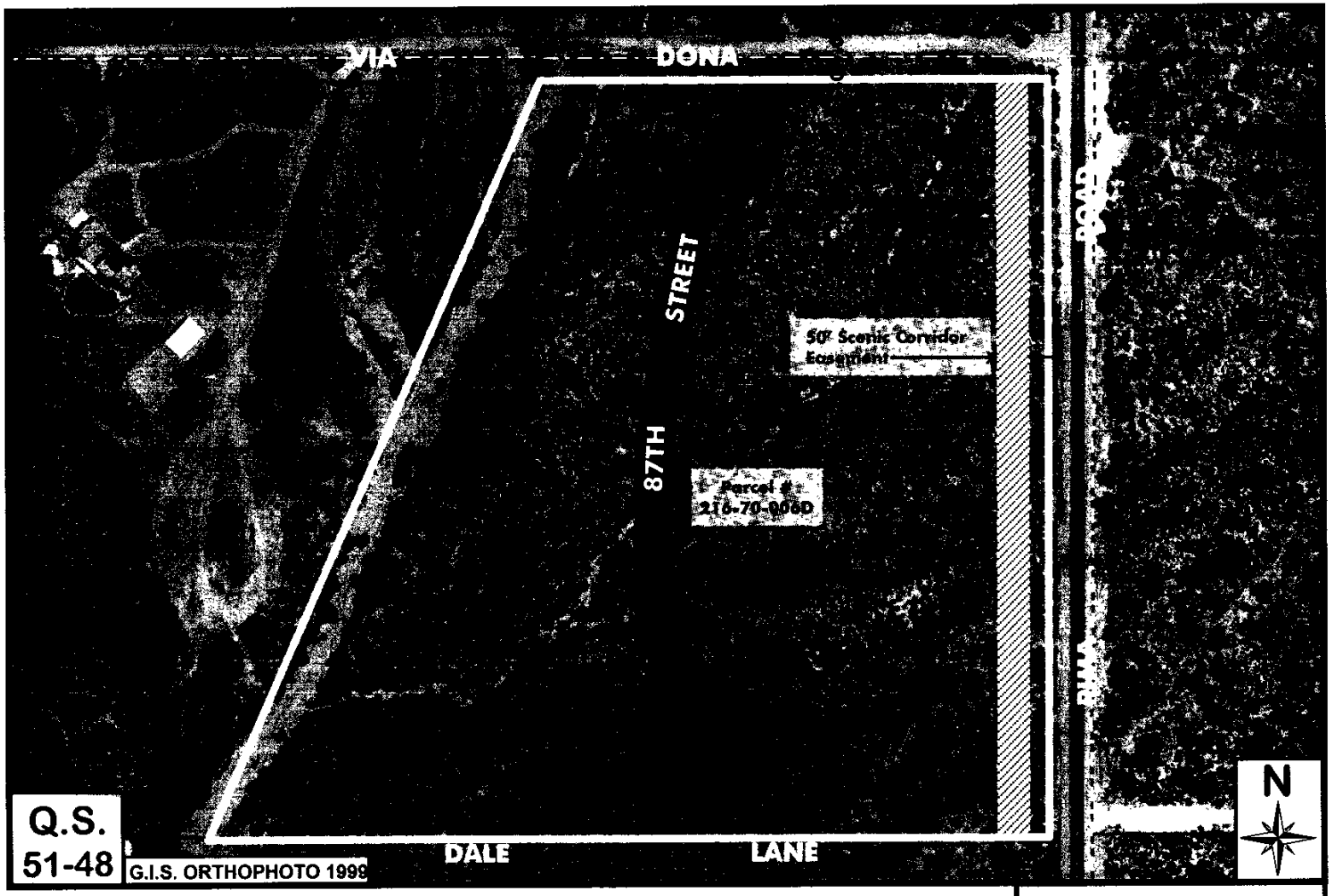
APPROVED
8/21/01 INITIALS



3-AB-01

ATTACHMENT #1

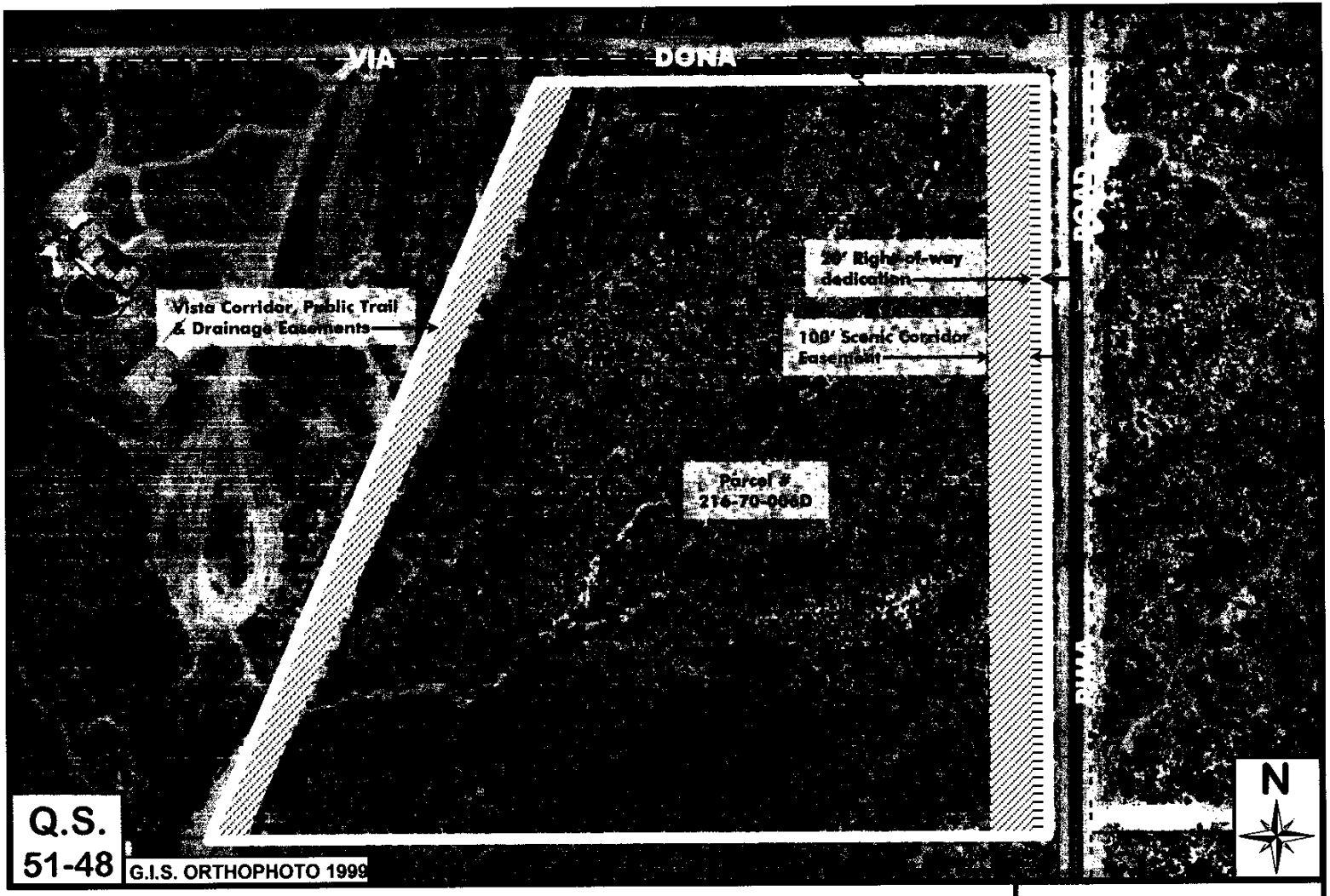
Abandonment at the Southwest corner of Pima and Via Dona



3-AB-01

Pre-Abandonment

ATTACHMENT #2A



3-AB-01

Post-Abandonment

ATTACHMENT #2B

APPROVED

CONTINUANCES

2. 7-AB-2001 (North Peak Development Abandonment) request by North Peak Development, Design, Const., LLC, applicant, NPDDC & Robert Tomitz, owners, to abandon a portion of the roadway easement along the 116th Street alignment south of Dynamite Blvd, north of Oberlin Way.
TO BE CONTINUED TO JULY 11, 2001.

3. 5-UP-1992#4 (Camelback Desert School North) request by Jekel & Howard, LLP, applicant, William Barton Jr., owner, for an amendment to an existing conditional use permit for an existing private school in the Single Family Residential (R1-35) District on a 3+- acre site located at 9606 E. Kalil Dr.
TO BE CONTINUED TO JUNE 27, 2001.

4. 8-UP-2001 (Eagle Rider) request by Eagle Rider / David Mc Neil, applicant, Max Haechler Real Estate, owner, for a conditional use permit for motorcycle rental and sales in an existing 4,100 square foot building space located at 2949 N. Scottsdale Rd.
TO BE CONTINUED TO JUNE 27, 2001.

COMMISSIONER OSTERMAN MOVED TO CONTINUE CASE 7-AB-2001 TO THE JULY 11, 2001 PLANNING COMMISSION MEETING AND CASES 5-UP-1992#2 AND 8-UP-2001 TO THE JUNE 27, 2001 PLANNING COMMISSION MEETING. SECOND BY COMMISSIONER GULINO.

THE MOTION PASSED BY A VOTE OF SIX (6) TO ZERO (0).

EXPEDITED AGENDA

CHAIRMAN DRAKE stated the Commission decided in Study Session to move case 30-ZN-2000#2 from the regular agenda to the expedited agenda.

5. 3-AB-2001 (Pima & Via Dona R.O.W. Abandonment) request by Land Development Services, applicant, First Assembly Church of God & Jill Aguirre, owners abandon the right of way dedication of an interior cul-de-sac at the southwest corner of Pima & Via Dona Roads.

(COMMISSIONER GULINO DECLARED A CONFLICT AND DID NOT PARTCIPATE IN THE VOTE)

MR. GUTZWILLER presented this case as per the project coordination packet.

(THERE WAS NO PUBLIC TESTIMONY)

ATTACHMENT #3

APPROVED

5. 30-ZN-2000#2 (Paso Fino Estates II) request by Bues Gilbert PLLC, applicant, David & Sheila Schall, owners, to rezone from Single Family Residential (R1-35) to Single Family Residential/Planned Residential District (R1-18 PRD), with amended development standards, on a 3.75+/- acres located at the northwest corner of Cactus Rd & 90th St.

(COMMISSIONER BURNS DECLARED A CONFLICT AND DID NOT PARTICIPATE IN THE VOTE.)

MS. HAMMOND presented this case as per the project coordination packet. Staff is recommending approval subject to the attached conditions.

CHAIRMAN DRAKE stated there are three citizen comment cards from people not wishing to speak who are in support of this request.

CHAIRMAN DRAKE stated she would like to comment that they did move this case from the regular agenda because it was basically minor additions to an existing approved plan. It matches what is there already and there is no controversy or opposition. Therefore it was the Commission's decision during study session to move this case to the expedited agenda.

VICE CHAIRMAN DUNN MOVED TO FORWARD CASE 30-ZN-2000#2 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECOND BY COMMISSIONER OSTERMAN.

THE MOTION PASSED BY A VOTE OF FIVE (5) TO ZERO (0) WITH COMMISSIONER BURNS ABSTAINING.

COMMISSIONER OSTERMAN MOVED FORWARD CASE 3-AB-2001 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECOND BY COMMISSIONER BURNS.

THE MOTION PASSED BY A VOTE OF FIVE (5) TO ZERO (0) WITH COMMISSIONER GULINO ABSTAINING.

WRITTEN COMMUNICATION

There was no written communication.

ADJOURNMENT

With no further business to discuss, the regular meeting of the Scottsdale Planning Commission was adjourned at 5:15 p.m.

Respectfully Submitted,

SCOTTSDALE CITY COUNCIL REPORT

MEETING DATE: FEBRUARY 18, 2003 ITEM NO. 4 GOAL: Coordinate Planning to Balance Infrastructure

REQUEST

Rezone of Scottsdale Bead Supply & Sale of a Vacant City Parcel
Request to approve:
PART 1.
A. Adopt Resolution No 5929 authorizing Development Agreement No. 2001-138-COS for sale of a vacant City owned parcel of land (Loloma Parcel B).
PART 2.
A. Rezone from Central Business District (C-2) and Highway Commercial
(C-3) to Downtown/Office Commercial, Type 2 (D/OC-2).
B. Adopt Ordinance No. 3250 reaffirming the above rezoning.
14-ZN-2000

CONTINUANCE DATE March 4, 2003

REASON FOR CONTINUANCE To allow staff additional time to evaluate this proposal.

STAFF CONTACT(S)

Kira Wauwie
Project Coordination Manager
480-312-7061
E-mail: kwauwie@ScottsdaleAz.gov

APPROVED BY

Kroy Ekblaw 2/6/03
Planning and Development Services General Manager Date

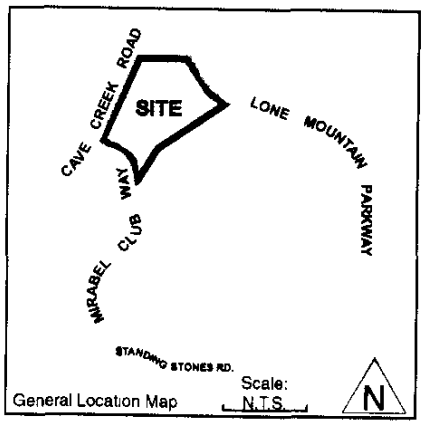
CITY COUNCIL REPORT

MEETING DATE: FEBRUARY 18, 2003 ITEM NO. 5 GOAL: Coordinate Planning to Balance Infrastructure

SUBJECT **Mirabel Village 2 Subdivision Replat**

REQUEST Request to approve a Replat of Lots 48, 49 and Tract "C" of the Mirabel Village 2 Subdivision.
2-PP-2000#2

Related Cases:
(2-PP-2000)



General Location Map

OWNER Terrabrook Mirabel, LLC

APPLICANT CONTACT Terrabrook Mirabel LLC

LOCATION Cave Creek Rd & Stonehaven Dr

BACKGROUND The Mirabel Village 2 Subdivision replat was approved by City Council on June 4, 2002. This subdivision is part of the Mirabel Master Plan Community. Lots 48, 49 and Tract "C' of this replatted subdivision are located on the eastern limits adjacent to the proposed Lone Mountain Parkway.

This request is to change Lots 48, 49 and Tract "C" into Lot 49 and Tracts "E" and "F". Tract "F" will be used as a utility corridor for water and sewer facilities. Tract "E" will be designated a Natural Area Open Space Common Area. This request comes from the property owner who wants to create one large lot.

APPLICANT'S PROPOSAL

Goal/Purpose of Request.
The purpose of the City Council final plat approval is to authorize the recordation of the final plat with the Maricopa County records office. The City Council approval process is the last step to confirm the plats consistency with the preliminary plat approval prior to recordation with county.

Applicant's Request.
The request is reduce Lots 48, 49 and Tract "C" to one larger lot 49 and two Tracts "E" and "F".

IMPACT ANALYSIS

Water/Sewer.
This Replat will provide an acceptable Tract alignment for the water and

sewer facilities serving the area. The City of Scottsdale water and sewer department has approved this new alignment.

Open space, scenic corridors.
This Replat will also create additional Natural Area Open Space over the newly formed Tract "E'.

STAFF RECOMMENDATION

Approval of this Replat will result in:

- Reduction of one lot.
- Creation of two Tracts for utility (water/sewer) alignment and open space.

Recommended Approach:
Staff recommends that the final Replat be approved as presented.

Proposed Next Steps:
Approval will enable the final Replat to be recorded, establishing the lot, and the Tracts.

RESPONSIBLE DEPT(S)

Planning and Development Services Department
Current Planning Services

STAFF CONTACT(S)

Kira Wauwie AICP
Project Coordination Manager
480-312-7061
E-mail: kwauwie@www.ScottsdaleAZ.gov

APPROVED BY

Kroy Ekblaw — Date
Planning and Development Services General Manager

Ed Gawf — 2/5/03 Date
Ed Gawf
Deputy City Manager

ATTACHMENTS

1. Replat of Lots 48, 49 and Tract"C"
2. Mirabel Village 2 Subdivision Plat
3. Aerial Map

A REPLAT OF LOTS 48, 49 AND TRACT "C" OF MIRABEL VILLAGE 2

AS RECORDED IN BOOK 597 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA
) SS
COUNTY OF MARICOPA)

GERALD W. ROBINSON AND MICHAELYNN J. ROBINSON, AS TRUSTEES OR THEIR SUCCESSORS IN TRUST OF THE GERALD W. ROBINSON AND MICHAELYNN J. ROBINSON REVOCABLE 1997 TRUST, SIGNED JULY 18, 1997 AND TERRABROOK MIRABEL, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, HAVE HEREBY SUBDIVIDED UNDER THE NAME OF "A REPLAT OF LOTS 48, 49 AND TRACT "C" OF MIRABEL VILLAGE 2", AS RECORDED IN BOOK 597 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN SECTION 28, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND MAPPED HEREON, AND HEREBY DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF THE EASEMENTS ON SAID PLAT.

TRACTS "C" AND "D" ARE TO BE OWNED AND MAINTAINED BY MIRABEL COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION.

A WATER EASEMENT (W.E.) AND SEWER EASEMENT (S.E.) IS HEREBY DEDICATED TO THE CITY OF SCOTTSDALE IN, OVER AND UNDER TRACT "D". MAINTENANCE OF SAID TRACT "D" SHALL BE THE RESPONSIBILITY OF MIRABEL COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION.

A DRAINAGE EASEMENT (D.E.) AND NATURAL AREA OPEN SPACE EASEMENT (N.A.O.S.) ARE HEREBY DEDICATED TO THE CITY OF SCOTTSDALE OVER TRACT "D". MAINTENANCE OF SAID TRACT "D" SHALL BE THE RESPONSIBILITY OF MIRABEL COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION.

OWNERS WARRANT AND REPRESENT TO THE CITY OF SCOTTSDALE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING AN INTEREST IN THE LAND ADVERSE TO OR INCONSISTANT WITH THE DEDICATIONS, CONVEYANCES, OR OTHER REAL PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS MAP HAS CONSENTED TO OR JOINED IN THIS MAP, AS EVIDENCE BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OF WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS MAP IS RECORDED.

IN WITNESS WHEREOF:

GERALD W. ROBINSON AND MICHAELYNN J. ROBINSON, AS TRUSTEES OR THEIR SUCCESSORS IN TRUST OF THE GERALD W. ROBINSON AND MICHAELYNN J. ROBINSON REVOCABLE 1997 TRUST, SIGNED JULY 18, 1997, HAVE HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED THEREUNTO DULY AUTHORIZED THIS ___ DAY OF _____, 2003.

_____
GERALD W. ROBINSON

_____
MICHAELYNN J. ROBINSON

IN WITNESS WHEREOF:

TERRABROOK MIRABEL, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ___ DAY OF _____, 2003.

TERRABROOK MIRABEL, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

BY: WESTERRA MANAGEMENT, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
ITS: AUTHORIZED REPRESENTATIVE

BY: _____, _____ ITS: _____ _____

RATIFICATION

STATE OF _____
) SS
COUNTY OF ___

KNOW ALL MEN BY THESE PRESENTS:
AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED ON NOVEMBER 29, 2000 AT INSTRUMENT NUMBER 2000-0910970 AND FIXTURE FILING RECORDED ON NOVEMBER 29, 2000 AT INSTRUMENT NUMBER 2000-0910971 OF THE RECORDS OF MARICOPA COUNTY, ARIZONA, AT THE UNDERSIGNED HAS AN INTEREST IN AND HEREBY ACKNOWLEDGES, JOINS IN AND SUBORDINATES ITS INTEREST TO THE DEDICATION OF THIS PLAT AND ALL MATTERS SHOWN HEREON.

RESIDENTIAL FUNDING CORPORATION, A DELAWARE CORPORATION

BY: _____, _____ ITS: _____ _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS THE ____ DAY OF _____, 2003, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED GERALD W. ROBINSON AND ACKNOWLEDGED THAT HE, BEING AUTHORIZED TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

STATE OF ARIZONA
) SS
COUNTY OF MARICOPA)

ON THIS THE ____ DAY OF _____, 2003, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED MICHAELYNN J. ROBINSON AND ACKNOWLEDGED THAT SHE BEING AUTHORIZED TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS THE ____ DAY OF _____, 2003, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF WESTERRA MANAGEMENT, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AUTHORIZED REPRESENTATIVE OF TERRABROOK MIRABEL, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH OFFICER, BEING AUTHORIZED TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

STATE OF _____
) SS
COUNTY OF _____)

ON THIS THE ____ DAY OF _____, 2003, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF RESIDENTIAL FUNDING CORPORATION, A DELAWARE CORPORATION, AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH OFFICER, BEING AUTHORIZED TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTES

1. THE PROPERTY DEPICTED ON THIS PLAT IS LOCATED WITHIN THE CITY OF SCOTTSDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

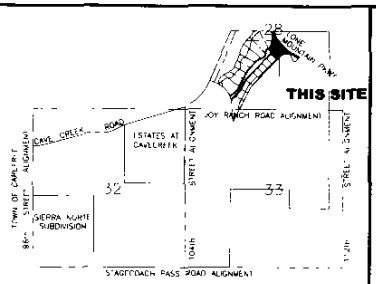
2. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE OR REMOVABLE SECTION-TYPE FENCING.

3. ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER U-25.

BASIS OF BEARING

THE BASIS OF BEARING IS BETWEEN A FOUND 1MM BRASS CAP ON THE EASTERN RIGHT OF WAY OF CAVE CREEK ROAD TO A FOUND 1MM BRASS CAP AT THE CENTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SAID LINE BEARS NORTH 89 DEGREES 57 MINUTES 54 SECONDS EAST.



VICINITY MAP NTS

OWNER

MR. AND MRS. ROBINSON
8150 NORTH 86TH PLACE
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 905-1212

CIVIL ENGINEER

SKG ENTERPRISES, INC.
9260 E. RAINTREE DRIVE, STE. 140
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 998-5600
CONTACT: MIKE BRUNGARD

APPROVALS

I HEREBY CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CITY CODE HAVE BEEN COMPLIED WITH.

BY _____ _____ DATE _____
INTERIM PLAN REVIEW AND PERMIT SERVICES DIRECTOR

I HEREBY CERTIFY THAT THIS REPLAT SUBSTANTIALLY CONFORMS TO THE APPROVED PRELIMINARY PLAT.

BY _____ _____ DATE _____
PROJECT COORDINATION MANAGER

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, THIS ____ DAY OF _____, 2003.

BY _____ DATE _____
MAYOR

ATTEST: _____ DATE _____
CITY CLERK

CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY AND MAP OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2003, USING SURVEY INFORMATION OBTAINED BY SURVEY INNOVATION GROUP, INC., THAT THE PLAT IS TRUE AND COMPLETE AS SHOWN AND THE INFORMATION SHOWN ON THE PLAT IS SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
JASON SEGNER DATE

8340 E. RAINTREE DRIVE
SUITE C-1A
SCOTTSDALE, AZ 85260
(480) 922-0760
(480) 922-0761

SKG INNOVATION GROUP, INC. LAND SURVEYING SERVICES

A REPLAT OF LOTS 48, 49 AND TRACT "C"
OF MIRABEL VILLAGE 2
SCOTTSDALE, ARIZONA

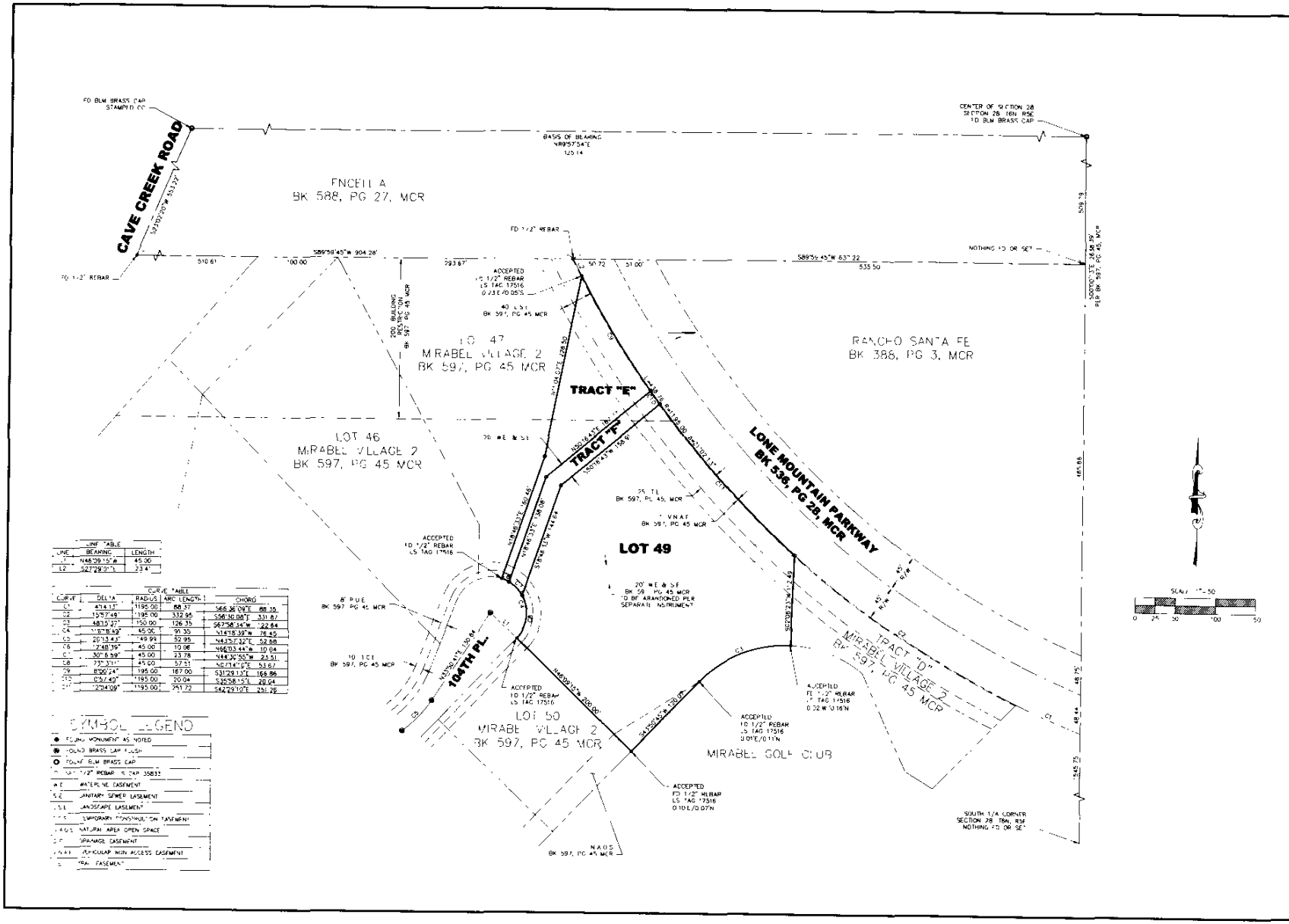
REGISTERED LAND SURVEYOR ARIZONA JASON SEGNER

REVISIONS
1
2
3

DRAWING NAME: 48-49R-LAYOUT-MVG
JOB NO.: 02015
DRAWN: JAS
CHECKED: ___
DATE: 11-29-03
SCALE: N/A
SHEET 1 OF 1

2-PP-02 2327-99-100

ATTACHMENT #1



LINE TABLE		
LINE	BEARING	LENGTH
L1	N48°09'15"W	45.00'
L2	S27°29'01"E	23.41'

CURVE TABLE				
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD
C1	4°14'13"	1195.00	88.37	S66°36'09"E 88.35
C2	15°57'49"	1195.00	332.95	S56°30'08"E 331.87
C3	48°15'37"	150.00	126.35	S67°58'34"W 122.64
C4	11°6'18"49"	45.00	91.35	N14°18'39"W 76.45
C5	20°13'43"	149.99	52.95	N43°57'32"E 52.68
C6	12°48'39"	45.00	10.06	N66°03'44"W 10.04
C7	30°16'59"	45.00	23.78	N44°30'55"W 23.51
C8	73°31'11"	45.00	57.51	N07°14'10"E 53.67
C9	8°00'24"	195.00	167.00	S31°29'13"E 166.86
C10	0°57'49"	1195.00	20.04	S35°58'15"E 20.04
C11	12°04'09"	1195.00	251.72	S42°29'10"E 251.26

SYMBOL LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP FLUSH
- FOUND BLM BRASS CAP
- SET 1/2" REBAR IS CAP 35833
- W.E. WATERLINE EASEMENT
- S.E. SANITARY SEWER EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- N.A.O.S. NATURAL AREA OPEN SPACE
- D.E. DRAINAGE EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- T.E. TRAIL EASEMENT

8340 E. RAINTREE DRIVE
SUITE C-1A
SCOTTSDALE, AZ 85260
Ph (480) 922-0780
Fx (480) 922-0781

A REPLAT OF LOTS 48, 49 AND TRACT "C" OF MIRABEL VILLAGE 2 SCOTTSDALE, ARIZONA

REVISIONS

DRAWING NAME 48-49REPLAT2.DWG
JOB NO. 02010
DRAWN RNI
CHECKED JAS
DATE 29-03
SCALE 1"=50'
SHEET 2 OF 2

2-PP-02 2327-99-100

DEDICATION
State of Arizona)
) SS
County of Maricopa)

Know All Men by These Presents:
That TERRABROOK MIRABEL, L.L.C., a Delaware limited liability company, as owner, has hereby subdivided under the name of "MIRABEL VILLAGE 2" that portion of Section 28, Township 6 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as shown and platted hereon, and hereby declares that said Plat sets forth the location and gives the dimensions of the lots, tracts and easements constituting same, and that each lot, tract and easement shall be known by the name or letter given to each respectively on said plat and that TERRABROOK MIRABEL, L.L.C., a Delaware limited liability company, as owner, hereby dedicates easements for the purpose shown hereon and described hereon.

Tracts A, B, C, and D, are to be owned and maintained by Mirabel Community Association, Inc., an Arizona non-profit corporation, following the formation of said association.

Tract 'A' is hereby declared a private roadway. An easement for ingress, egress, refuse and emergency vehicles, drainage, and public utilities is hereby dedicated to the City of Scottsdale in, over and under Tract 'A'. Maintenance of said Tract 'A' shall be the responsibility of Mirabel Community Association, Inc., an Arizona non-profit corporation, following the formation of said association.

A non-development Scenic Corridor and Drainage easement is hereby dedicated to the City of Scottsdale as shown. A Drainage Easement (D.E.) and Natural Area Open Space easement (N.A.O.S.) is hereby dedicated to the City of Scottsdale where shown and over all of Tracts 'B' and 'D'. Maintenance of said Tracts 'B' and 'D' shall be the responsibility of Mirabel Community Association, Inc., an Arizona non-profit corporation, following the formation of said association.

A Water and Sewer Easement is hereby dedicated to the City of Scottsdale in, over and under Tract 'C'. Maintenance of said Tract 'C' shall be the responsibility of Mirabel Community Association, Inc., an Arizona non-profit corporation, following the formation of said association.

A Landscape, Slope and Drainage easement (L.S.E.) is hereby dedicated to the City of Scottsdale where shown. Maintenance of said Landscape easement shall be the responsibility of Mirabel Community Association, Inc., an Arizona non-profit corporation, following the formation of said association.

A Public Utility Easement (P.U.E.) is hereby dedicated to the City of Scottsdale where shown, in, over, and under the areas designated as such hereon, for the installation, maintenance, repair and removal of necessary underground utilities.

A Temporary Construction Easement (T.C.E.) is hereby dedicated to the City of Scottsdale where shown. Maintenance of said easement shall be the responsibility of Mirabel Community Association, Inc., an Arizona non-profit corporation, following the formation of said association. Said easement shall automatically expire upon completion of construction of common roadway, drainage and utility improvements.

Owner warrants and represents to the City of Scottsdale to be the sole owner of the property covered hereby and that every lender, easement holder or other person or entity having any interest in the land adverse to or inconsistent with the dedications, conveyances or other real property interests created or transferred by this map has consented to or joined in this map as evidenced by instruments which are recorded with the Maricopa County recorder's office or which owner will record no later than the date on which this map is recorded.

In witness whereof TERRABROOK MIRABEL, L.L.C., a Delaware limited liability company, as owner, has hereunto caused its name to be affixed and the same to be attested by the signature of the undersigned officer thereunto duly authorized this ______ day of ______________ 2002.

Owner: TERRABROOK MIRABEL, L.L.C., a Delaware limited liability company,

By: WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company,

Its: Authorized representative

By: ______________________

Its: ______________________

ACKNOWLEDGMENT

State of ______________)
) SS
County of ______________)

This instrument was acknowledged before me this ______ day of ______________ 2002,
by ______________________ of WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, authorized representative of TERRABROOK MIRABEL, L.L.C., a Delaware limited liability company, who being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: ______________________

My Commission Expires: ______________________

RATIFICATION

State of ______________)
) SS
County of ______________)

Know All Men by These Presents:
That beneficiary under that certain deed of trust recorded on November 28, 2000, at Instrument Number 2000-0910870 and future filing recorded on November 28, 2000, at Instrument Number 2000-0910871 of the Records of Maricopa County, Arizona, the undersigned has an interest in and hereby acknowledges, joins in, and subordinates its interest to the recordation of this Map of Dedication and all matters shown hereon.

RESIDENTIAL FUNDING CORPORATION, a Delaware corporation

By: ______________________ Date: ______________

Its: ______________________

ACKNOWLEDGMENT

State of ______________)
) SS
County of ______________)

This instrument was acknowledged before me this ______ day of ______________ 2002,
______________________ who acknowledged
himself to be ______________________ of RESIDENTIAL FUNDING CORPORATION, a Delaware corporation, and as such Officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: ______________________

My Commission Expires: ______________________

FINAL PLAT OF
MIRABEL VILLAGE 2
A REPLAT OF STONEHAVEN VILLAGE 2
A SUBDIVISION OF A PORTION OF THE SW 1/4 OF SECTION 28 TOWNSHIP 6 NORTH, RANGE 5 EAST, AS RECORDED IN BOOK 551, PAGE 18, M.C.R. GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA

LEGEND

———	SUBDIVISION LINE
———	LOT LINE
— - — - —	SECTION LINE
— — - — —	CENTER LINE
— — — — —	EASEMENT LINE
⊡ FOUND MONUMENT (AS NOTED)	
○ FOUND REBAR (AS NOTED)	
● SUBDIVISION CORNER; SET 1/2" REBAR MARKED "RLS 17316"	
• LOT CORNER; SET 1/2" REBAR MARKED "RLS 17316"	
R.O.W.	RIGHT OF WAY
C.O.S.	CITY OF SCOTTSDALE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
L.S.E.	LANDSCAPE, SLOPE AND DRAINAGE EASEMENT
S.C.E.	SCENIC CORRIDOR EASEMENT
W.E.	WATER EASEMENT
S.E.	SEWER EASEMENT
N.A.O.S.	NATURAL AREA OPEN SPACE
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

OWNER / DEVELOPER

TERRABROOK MIRABEL, L.L.C.
15849 NORTH 71st STREET SUITE 100
SCOTTSDALE, ARIZONA 85254
TELE: 480-281-1485
CONTACT: ANDY HOLLORAN

ENGINEER

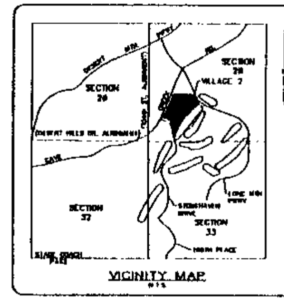
SITE CONSULTANTS, INC.
113 SOUTH ROCKFORD DRIVE
TEMPE, ARIZONA 85281
TELE: 480-894-2820
CONTACT: GARY STOCKER / MICHAEL CAYLER

GENERAL NOTES

1. TRACT 'A' IS AN INGRESS, EGRESS, REFUSE / EMERGENCY VEHICLE AND UTILITY SERVICE EASEMENT. MAINTENANCE OF THE SAID EASEMENT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION OR AS NOTED.
2. THIS PLAT IS LOCATED WITHIN THE CITY OF SCOTTSDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
3. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE, OR REMOVAL SECTION TYPE FENCING AND MUST BE IN CONFORMANCE WITH APPLICABLE CC&R'S AND DESIGN GUIDELINES.
4. ELECTRIC LINES ARE TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER U-48.
5. THE MAINTENANCE OF EASEMENTS WHICH LIE WITHIN THE BOUNDARY OF THE SUBDIVISION LOT IS THE RESPONSIBILITY OF EACH INDIVIDUAL LOT OWNER.
6. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EXTERIOR WALLS AND FENCES.
7. SIGHT DISTANCE EASEMENTS SHALL BE CLEAR OF ALL VISIBILITY OBSTRUCTIONS BETWEEN 3' AND 7' IN HEIGHT AND 6" MAXIMUM DIAMETER, AND SHALL BE MAINTAINED IN SUCH CONDITION BY EACH RESPECTIVE LOT OWNER.
8. SIGNS REQUIRE SEPARATE PERMITS AND APPROVALS AND SHALL BE CONSISTENT WITH THE APPROVED MASTER ENVIRONMENTAL DESIGN CONCEPT PLAN.
9. EACH INDIVIDUAL LOT SHALL REQUIRE A GRADING, DRAINAGE AND N.A.O.S. PLAN
10. IN ADDITION TO THE N.A.O.S. AREAS SHOWN HEREON, ADDITIONAL N.A.O.S. IS TO BE LOCATED ON EACH LOT PER THE APPROVED N.A.O.S. EXHIBIT ON FILE AT THE CITY OF SCOTTSDALE, AND WILL BE DEDICATED TO THE CITY ON A LOT BY LOT BASIS BY EACH OWNER.
11. 104th PLACE IS A PRIVATE STREET, TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION. NORMALLY, AFTER THE PLAT IS RECORDED, THE CITY OF SCOTTSDALE WILL NOT ACCEPT DEDICATION OF THE STREET TO THE PUBLIC IN ORDER TO RELIEVE THE PROPERTY OWNERS ASSOCIATION OF STREET MAINTENANCE RESPONSIBILITIES UNLESS ALL STREET IMPROVEMENTS AND RIGHT-OF-WAY MEET CURRENT APPLICABLE CITY STANDARDS.
12. THE N.A.O.S. AREAS SHALL BE MAINTAINED AS A PERMANENT NATURAL AREA OPEN SPACE. NO GRADING, FILLING, CLEARING OR EXCAVATION SHALL BE ALLOWED IN THE EASEMENT AREA; NO BUILDING, STRUCTURES OR THE PLACEMENT OF ANY IMPERMEABLE SURFACES SHALL BE PERMITTED WITHIN THE BOUNDARIES OF SAID EASEMENT.
13. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
14. THERE ARE NATURAL AREA OPEN SPACE (N.A.O.S.) EASEMENTS UPON, OVER AND ACROSS THE REAL PROPERTY DESCRIBED HEREON AS SUCH FOR PURPOSES OF PERMANENTLY PRESERVING SUCH LAND AS A VIEW CORRIDOR AND SCENIC NATURAL DESERT AREA. DESIGNATED AREA SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY OF SCOTTSDALE WITHOUT EXPRESS ACTION OF THE CITY COUNCIL. BEFORE ANY IMPROVEMENT IS ACCEPTED, IT SHALL MEET CITY STANDARDS. FAILURE TO MAINTAIN THE DESIGNATED COMMON AREA COULD RESULT IN CIVIL ACTION BROUGHT BY THE CITY FOR COSTS INCURRED BY THE CITY FOR SUCH MAINTENANCE.
15. BUILDING HEIGHTS: WITHIN 200 FEET OF THE PERIMETER OF THE MIRABEL PROJECT, HOMES SHALL NOT EXCEED ONE STORY OR TWENTY-FOUR (24) FEET IN HEIGHT, EXCEPT THAT A MAXIMUM OF ONE-THIRD OF THE ENCLOSED LIVING AREA MAY EXCEED TWENTY-FOUR (24) FEET BUT NOT TO EXCEED TWENTY-EIGHT (28) FEET. (PER 32-ZN-95). SEE SHEET 2 FOR LOCATION.

LINE TABLE		
LINE	LENGTH	BEARING
L1	75.09	S22°44'18"E
L2	177.82	N87°08'10"W
L3	23.41	S27°28'06"E
L4	147.02	S44°13'32"W
L5	72.38	N52°10'08"E
L6	104.35	N52°10'08"E
L7	184.44	N28°31'21"E
L8	138.50	N35°01'35"E
L9	234.71	N43°50'45"E
L10	120.82	N34°04'24"E
L11	40.44	N52°10'08"E
L12	101.51	N38°34'28"E
L13	408.48	N28°51'21"E
L14	233.97	N43°50'45"E
L15	184.44	N28°31'21"E
L16	107.07	N45°14'33"E
L17	61.74	N52°10'08"E
L18	38.80	S50°30'13"E
L19	133.12	S24°16'44"E
L20	184.71	S83°08'36"E
L21	130.64	S33°50'41"W
L22	94.85	S21°12'15"W
L23	67.53	N00°30'47"E
L24	180.46	N18°48'33"E
L25	38.74	N43°50'45"E
L26	31.33	N43°50'45"E
L27	112.48	N02°58'23"E
L28	200.00	S48°08'15"E
L29	200.00	S48°08'15"E
L30	200.00	S48°08'15"E
L31	200.00	S48°08'15"E
L32	200.00	S48°08'15"E
L33	180.70	S50°57'13"E
L34	180.00	S83°08'36"E
L35	218.08	S83°08'36"E
L50	28.63	S08°48'37"W
L51	75.00	S19°35'08"E
L55	58.48	N78°33'55"E
L56	94.58	N78°33'45"E
L57	74.80	N23°36'31"E
L66	57.18	S22°44'18"E
L67	97.08	N87°24'31"W
L68	180.70	N47°33'55"E
L76	138.17	N07°48'45"W
L77	87.82	N32°07'15"E
L78	73.44	N88°28'24"E
L86	209.95	N30°01'14"E
L87	22.63	N77°07'57"E
L88	20.00	N12°52'03"W
L89	48.84	N77°07'57"E
L90	22.00	N77°07'57"E
L91	20.00	N12°52'03"W
L92	53.35	N77°07'57"E
L101	88.42	N28°21'30"E
L102	58.81	S88°46'33"E
L103	24.00	N83°08'36"W
L104	123.45	N09°34'07"E
L105	188.00	N28°31'21"E
L106	188.00	N28°31'21"E
L107	133.92	N28°31'21"E
L108	200.68	N43°50'45"E
L109	140.00	N43°50'45"E
L110	140.00	N43°50'45"E
L111	140.00	N43°50'45"E
L112	140.00	N43°50'45"E
L113	123.74	N57°52'28"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	118.04	805.00	7°32'10"	59.60
C2	183.38	805.00	12°14'31"	87.05
C3	18.03	278.90	4°57'01"	8.47
C4	231.18	1142.00	11°35'56"	115.80
C5	75.44	495.00	8°43'57"	37.78
C6	431.82	495.00	49°58'32"	224.88
C7	771.71	1185.00	37°18'02"	399.85
C8	223.82	150.00	85°31'37"	138.74
C9	90.31	200.00	10°58'24"	29.07
C10	34.41	100.00	19°43'00"	17.38
C11	170.71	400.00	25°18'45"	89.43
C12	114.08	800.00	8°10'13"	57.14
C13	26.82	174.25	8°49'11"	13.44
C14	21.32	120.58	10°13'36"	10.76
C15	52.89	149.88	20°13'43"	26.78
C16	120.64	380.00	18°11'15"	60.84
C17	65.24	220.00	16°59'24"	32.86
C18	101.08	170.00	34°04'20"	52.09
C19	128.48	130.00	56°37'50"	70.10
C20	158.35	45.00	201°36'31"	224.78
C22	148.27	500.00	16°59'24"	74.68
C23	133.58	420.00	18°13'13"	67.35
C24	282.70	850.00	17°03'20"	142.45
C25	72.08	280.00	15°24'20"	36.28
C26	5.03	280.00	1°06'34"	2.52



VICINITY MAP

BASIS OF BEARINGS

BASIS OF BEARING: THE WEST LINE OF THE NW 1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 5 EAST, GILA & SALT RIVER BASE & MERIDIAN, BEARING N 00°01'08" W 2639.81'

UTILITIES

WATER:	CITY OF SCOTTSDALE
SEWER:	CITY OF SCOTTSDALE
REFUSE:	CITY OF SCOTTSDALE
ELECTRIC:	ARIZONA PUBLIC SERVICE
GAS:	BLACK MOUNTAIN GAS
TELEPHONE:	U.S. WEST COMMUNICATIONS / COX COMMUNICATIONS
CABLE T.V.:	COX COMMUNICATIONS / U.S. WEST COMMUNICATIONS

SITE DATA

EXISTING ZONING: R1-43 ESL

PROPOSED ZONING: R1-43 ESL WITH AMENDED DEVELOPMENT STANDARDS

SITE AREA: 1,551,588 sq.ft. or 35.6191 Acres more or less

TRACT AREAS: 'A' = 83,456 sq.ft. or 1.9159 Acres
'B' = 402,743 sq.ft. or 9.2457 Acres
'C' = 6,778 sq.ft. or 0.1556 Acres
'D' = 27,911 sq.ft. or 0.6407 Acres

TOTAL NUMBER OF LOTS: 19

MINIMUM LOT SIZE: 28,000 sq.ft.

AVERAGE LOT SIZE: 35,247 sq.ft.

TYPE 'A' LOTS: 39 thru 48, 84 thru 87

TYPE 'B' LOTS: 50 thru 53

APPROVALS

I HEREBY CERTIFY THAT THIS PLAT SUBSTANTIALLY CONFORMS TO THE APPROVED PRELIMINARY PLAT

BY: ______________________ DATE: ______________
PROJECT COORDINATION MANAGER

I HEREBY CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CITY CODE HAVE BEEN COMPLIED WITH.

BY: ______________________ DATE: ______________
DEVELOPMENT QUALITY / COMPLIANCE DIRECTOR

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, THIS ______ DAY OF ______________ 2002

BY: ______________________ DATE: ______________
MAYOR

ATTEST: ______________________ DATE: ______________
CITY CLERK

CERTIFICATION OF SURVEY

THIS IS TO CERTIFY THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JULY 2000 AND JANUARY 2002; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
17316
GARY L. STOCKER
ARIZONA, U.S.A.

REV.
REV.
REV.
REV.
REV.

Site Consultants, Inc.
ENGINEERS · SURVEYORS · CONSULTANTS
113 SOUTH ROCKFORD DRIVE, TEMPE, ARIZONA 85281
TEL (480) 894-2820, FAX (480) 894-2847

PROJECT NO.: [illegible]
SCALE: [illegible]
DRAWN BY: [illegible]
CHECKED BY: [illegible]
DATE: [illegible]
DRAWING: [illegible]

1 of 2

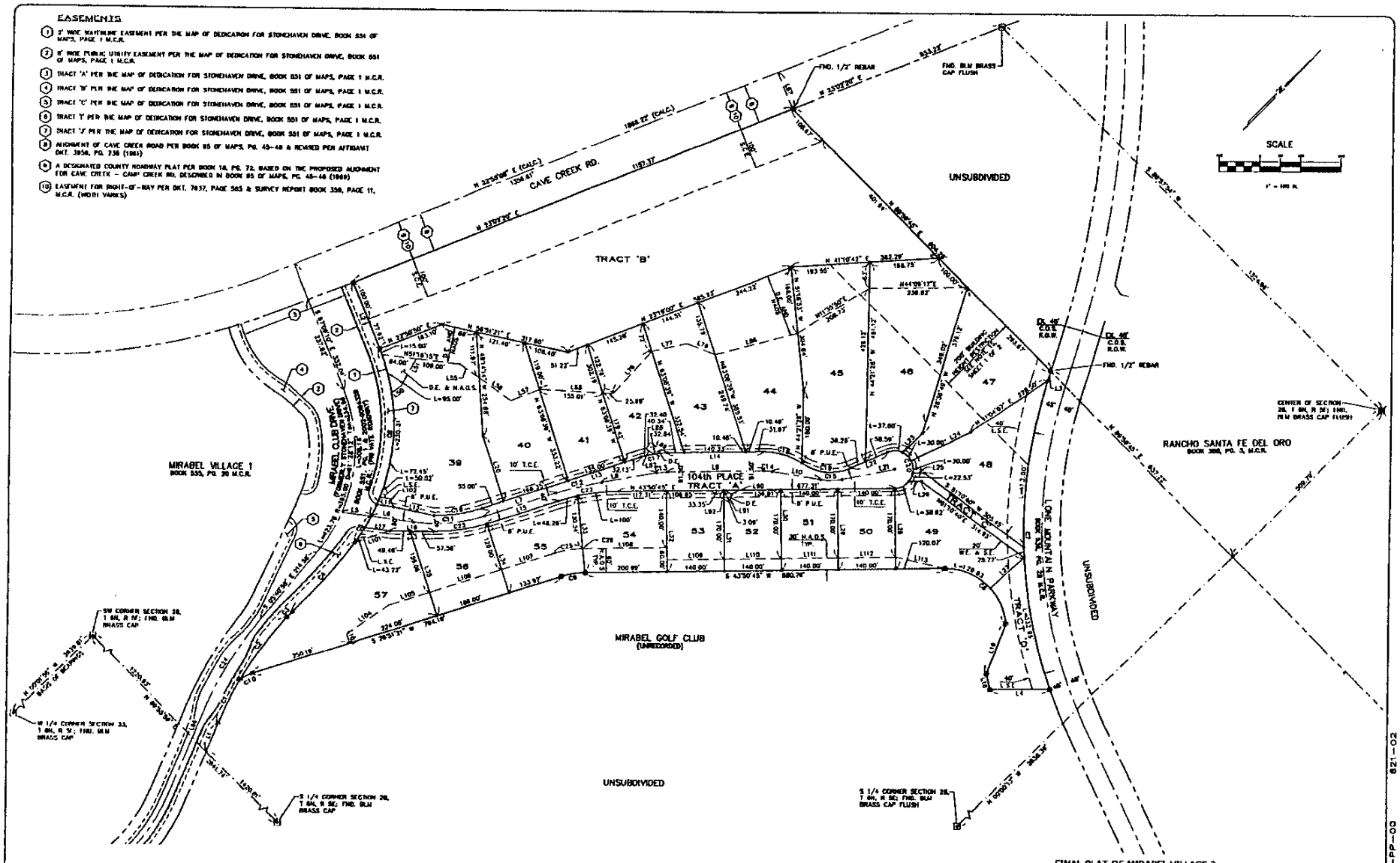
821-02

2-PP-00

ATTACHMENT 2

EASEMENTS

1. 2' WIDE WATERLINE EASEMENT PER THE MAP OF DEDICATION FOR STONEHAVEN DRIVE, BOOK 551 OF MAPS, PAGE 1 M.C.R.
2. 8' WIDE PUBLIC UTILITY EASEMENT PER THE MAP OF DEDICATION FOR STONEHAVEN DRIVE, BOOK 551 OF MAPS, PAGE 1 M.C.R.
3. TRACT 'A' PER THE MAP OF DEDICATION FOR STONEHAVEN DRIVE, BOOK 551 OF MAPS, PAGE 1 M.C.R.
4. TRACT 'B' PER THE MAP OF DEDICATION FOR STONEHAVEN DRIVE, BOOK 551 OF MAPS, PAGE 1 M.C.R.
5. TRACT 'C' PER THE MAP OF DEDICATION FOR STONEHAVEN DRIVE, BOOK 551 OF MAPS, PAGE 1 M.C.R.
6. TRACT 'I' PER THE MAP OF DEDICATION FOR STONEHAVEN DRIVE, BOOK 551 OF MAPS, PAGE 1 M.C.R.
7. TRACT 'J' PER THE MAP OF DEDICATION FOR STONEHAVEN DRIVE, BOOK 551 OF MAPS, PAGE 1 M.C.R.
8. ALIGNMENT OF CAVE CREEK ROAD PER BOOK 85 OF MAPS, PG. 45-48 & REVISED PER AFFIDAVIT DKT. 3958, PG. 236 (1961)
9. A DESIGNATED COUNTY ROADWAY PLAT PER BOOK 18, PG. 72, BASED ON THE PROPOSED ALIGNMENT FOR CAVE CREEK - CAMP CREEK RD. DESCRIBED IN BOOK 85 OF MAPS, PG. 45-48 (1969)
10. EASEMENT FOR RIGHT-OF-WAY PER DKT. 7637, PAGE 565 & SURVEY REPORT BOOK 359, PAGE 11, M.C.R. (WIDTH VARIES)



FINAL PLAT OF MIRABEL VILLAGE 2

REV.	
REV.	
REV.	
REV.	
REV.	

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2 of 2

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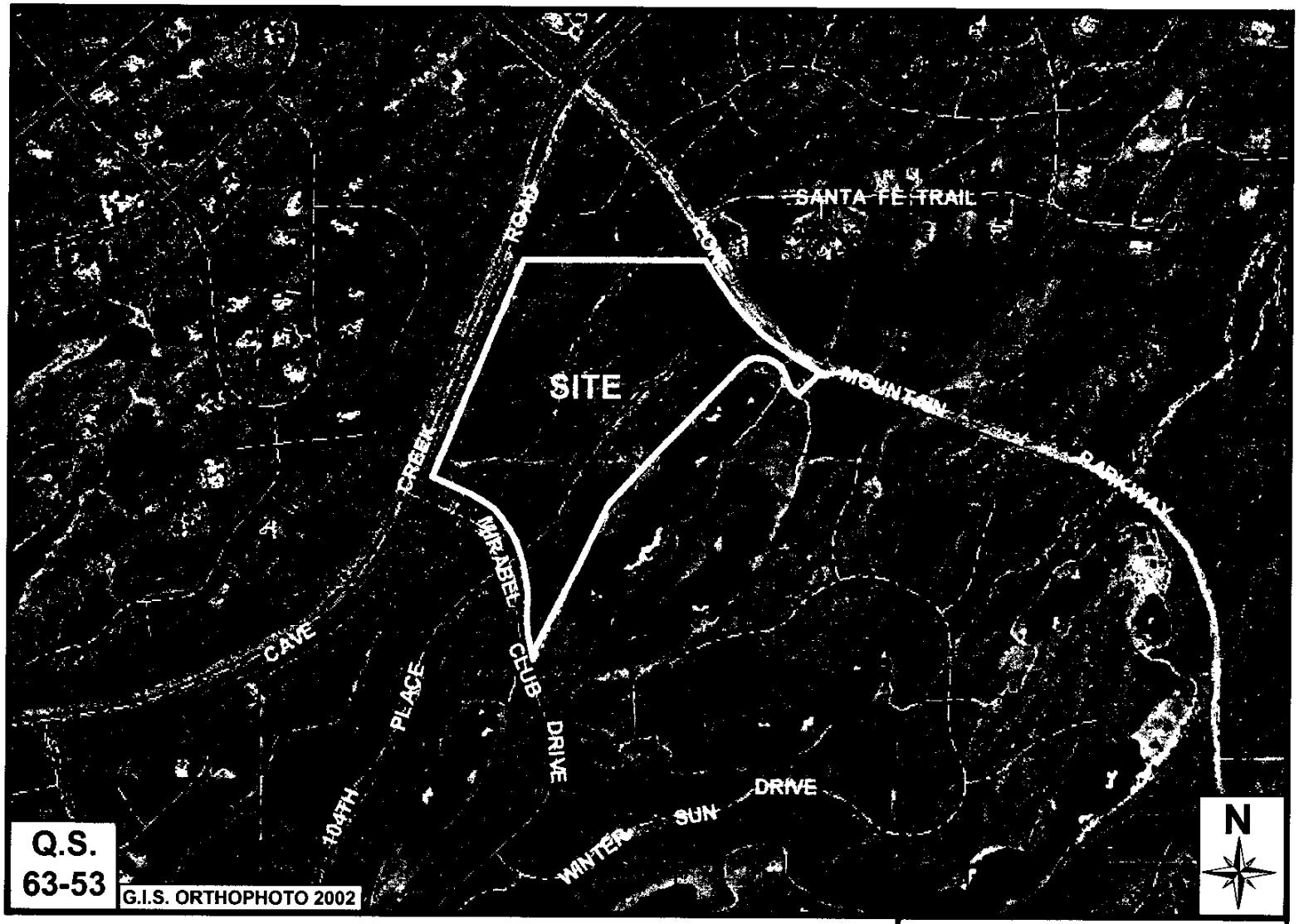


Mirabel Village 2

2-PP-2000#2

ATTACHMENT #3

CITY COUNCIL REPORT

MEETING DATE: 02/18/2003 ITEM NO. 6 GOAL: Long-term Economic Prosperity

SUBJECT **Architectural Services Contract for Downtown Parking Structures.**

REQUEST AUTHORIZE Architectural Services Contract No. 2003-022-COS with Dick & Fritsche Design Group in the amount of $798,021.00 for architectural design services for Downtown Parking Structures.

BACKGROUND This architectural services contract will provide conceptual design, plan preparation, and final specifications and construction documents for the construction of two new Downtown Parking Structures.

The Scottsdale City Council authorized the preparation of a Downtown Parking Master Plan in June 2002. On October 28, 2002 elements of a Parking Master Plan were presented to City Council including design and construction of two garages – one in the Fifth Avenue District and one in the Old Town District.

At the October 28, 2002 study session the following parking issues were discussed:

1) Public concern over the lack of parking in the downtown area.
2) Concern that too many on-street spaces are being used by business owners and employees, making them unavailable for visitor or business clientele.
3) City parking facilities are not always desirable to use due to lack of: lighting, cleaning, trash containers, drinking water, etc.
4) Parking directional signage is inconsistent throughout the downtown. Once visitors park, they may have difficulty locating downtown attractions and transportation mode links.

In response to the council discussion, staff completed work to develop a master plan that provided solutions to the issues raised and the council's discussion of them. In particular, site selection for the Fifth Avenue Parking Structure has been completed and work is continuing to narrow the optional sites suitable for the Old Town Parking structure. This site selection process will be more complex given the constraints and opportunities of the three choices that exist in this district: the existing Pepperwood surface lot, the existing surface lot in front of the Civic Center Garage, and the existing surface lot between 1st and 2nd Avenues at Brown Street. A key task for the consultant team will be to prepare presentation materials and to participate in the site selection meetings during the site selection for the Old Town Parking structure.

In addition to their supportive role to staff during the site selection process, the consultant will subsequently prepare construction plans and contract documents for both parking structures.

Action Taken _____

Since both the Fifth Avenue and Old Town Parking Structures will be located in two of the pedestrian oriented specialty districts downtown, the design and character of the Fifth Avenue and Old Town Parking structures will be extremely important. At a minimum, the design of these parking needs to be consistent with the City of Scottsdale's Downtown Plan Urban Design and Architectural Guidelines.

ANALYSIS & ASSESSMENT

On November 26, 2002, Capital Project Management staff solicited proposals for a design contract from 35 consultants. Ten proposals were received on December 19, 2002. All proposals were thoroughly evaluated by a panel of four city staff members. Based on the initial review of proposals, three firms were selected for oral presentations and interviews. Based on the interviews held on January 8, 2003, Dick & Fritsche Design Group scored the highest rating and was selected as the most qualified design team. The Purchasing Director confirms that the procurement procedures provided by the City Code have been followed. The C.I.P. Coordinator concurs that funds are available to authorize this contract.

Significant issues to be addressed.
Final site selection for the Old Town Parking Structure will be an important process involving downtown business owners and the community.

Community involvement.
Public outreach and community involvement will be substantial for this project especially as we incorporate the Old Town site selection process. It is anticipated that there will be two additional public open houses during the design process to present design concepts to the community.

RESOURCE IMPACTS

Available funding.
Funds for this contract are available in CIP account 400-P8734, Downtown Parking.

Future budget implications:
New parking structures will require additional maintenance budgets to fund their cleaning and electrical lighting needs. The annual operating budget impact is estimated at $50,000 for the addition of the two structures.

Maintenance requirements:
The master plan, when completed will include a maintenance schedule for all parking facilities, and in particular the two new parking structures. Given the newer building configurations, the maintenance program will require capital expenditures for equipment including a sweeper vehicle. In addition, the operation of two additional garages will require additional personnel resource hours. An annual $250,000 maintenance budget has been estimated for the entire parking program.

OPTIONS & STAFF RECOMMENDATION

Description of Option A:
Award this architectural services contract to Dick & Fritsche Design Group, and proceed with the design.

Description of Option B:
Do not award this contract. Delay design services for the Downtown Parking Structures. Continue parking operations at existing lots.

Recommended approach:
Award this design contract in order to move forward with this project to add parking in the downtown Fifth Avenue and Old Town Districts.

Proposed Next Steps: If this contract is awarded, design services will begin immediately and be completed by the end of 2003. It is anticipated that construction of the first garage will begin early 2004.

RESPONSIBLE DEPT(S) Municipal Services, Capital Project Management

STAFF CONTACT(S) Corey E. Lew, Project Manager, (480) 312-7769, clew@scottsdaleaz.gov

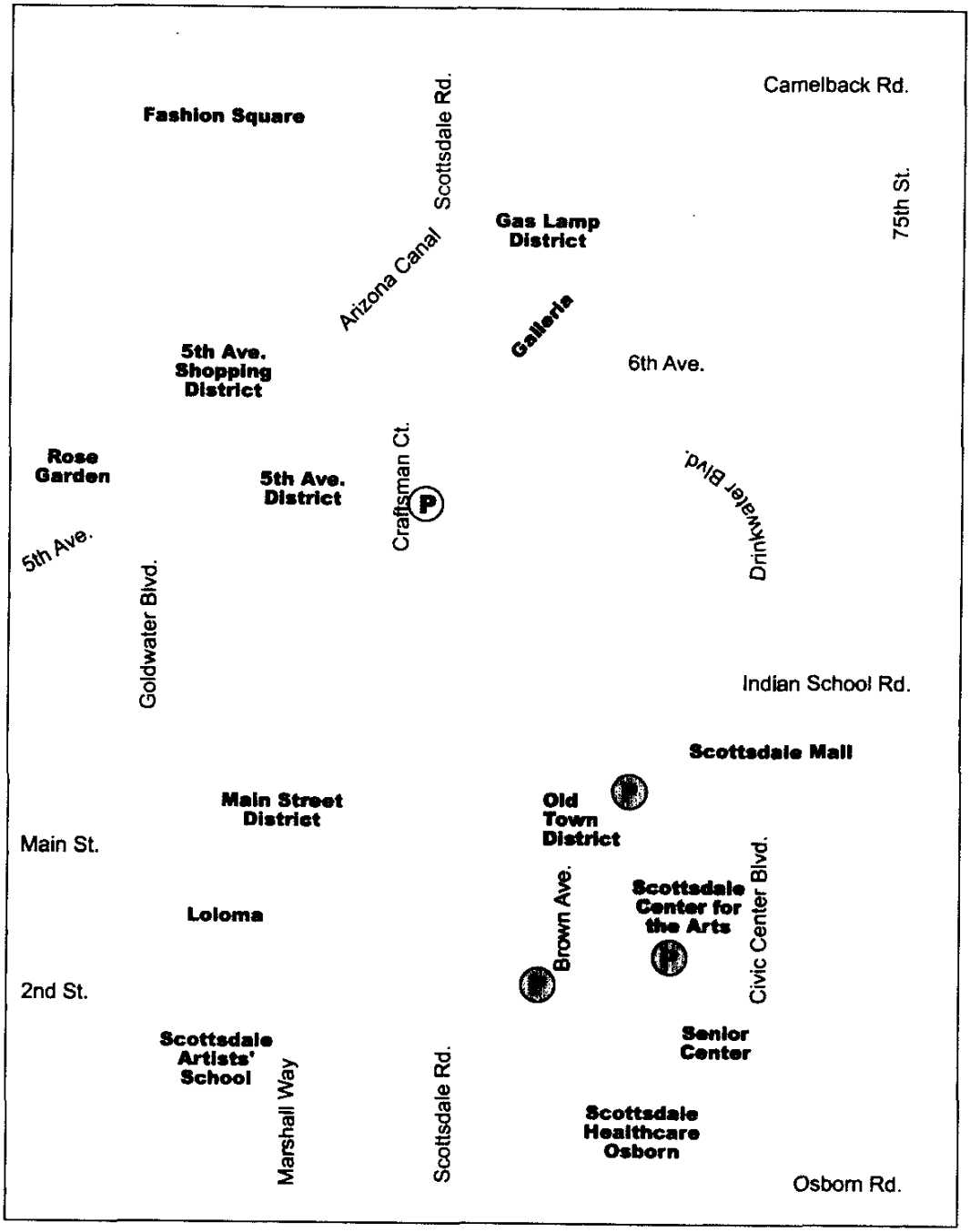
APPROVED BY

Al Dreska — 2/3/03 Date
Municipal Services General Manager
adreska@scottsdaleaz.gov (480) 312-5555

Roger Klingler — 2/04/03 Date
Assistant City Manager
rklingler@scottsdaleaz.gov (480) 312-5830

ATTACHMENTS

1. Location Map
2. Architectural Services Contract No. 2003-022-COS
3. SOQ Evaluation Summary



PARKING GARAGE SITES

Potential Old Town Sites

5th Ave Site

1/8 mi radius (660 feet) walking distance

NORTH

CITY OF SCOTTSDALE
ARCHITECTURAL SERVICES CONTRACT
2003-022-COS

THIS CONTRACT, made and entered into this 18th day of February, 2003, by and between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Dick & Fritsche Design Group, a Corporation of the State of Arizona, licensed professional Architect of the State of Arizona, hereinafter referred to as "Architect".
WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, the City desires to contract for architectural services for conceptual design, preparation of plans, specifications and final construction documents for the construction for the Downtown Parking Structures; and

WHEREAS, Architect is qualified to render the services desired by City;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

Architect shall act under the authority and approval of the Contract Administrator to provide the architectural services required by this Contract.

The City wishes to assign Architect the tasks specified in the attached Exhibit A, Project Scope of Work, which is hereby incorporated by reference and made a part of this Contract.

The Architect shall obtain all necessary information for the timely completion of the tasks specified in Exhibit A, Project Scope of Work.

2.0 FEES AND PAYMENTS

2.1 FEE SCHEDULE

The total fee for this architectural services contract shall not exceed $798,021.00 inclusive of all expenses.

2.2 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contract Administrator. Architect shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Architect on the basis of a progress report prepared and submitted by the Architect for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator shall prepare a partial payment request document for the Architect's acceptance. However, not more than 90% of the total contract price shall be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Architect on a monthly basis.

The Contract Administrator prior to payment must approve all charges.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Corey E. Lew, or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Architect in accessing the organization, audit billings, and approve payments. The Architect shall submit all reports and special requests through the Contract Administrator.

3.2 TERM OF CONTRACT

The Architect agrees to proceed with the work immediately upon notification to proceed issued by the Contract Administrator and shall complete all work within 360 calendar days, including City review.

This Contract shall be in full force and effect when it has been approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor as attested by the City Clerk thereof.

In the event that any tasks remain incomplete after the specified completion time period, continuation of this Contract shall be subject to written approval by the Contract Administrator.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of the project for which services have not been performed by the Architect.

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Architect shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Architect shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Architect and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Architect's compensation shall be based upon such determination. The City shall make this final payment within thirty (30) days after the Architect has delivered the last of the partially completed items. Architect shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Architect's suppliers or Subcontractors, which Architect could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Architect, or if the Architect fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Architect for any amount, and Architect shall be liable

to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Architect is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Architect.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Architect in writing, and immediately upon receiving such notice, the Architect shall discontinue advancing the work under this Contract and proceed to close said operations.

Upon such termination or abandonment, the Architect shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data shall be the City's sole responsibility.

The Architect shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Architect shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Architect shall violate any of the convenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Architect for the purpose of setoff until such time as the exact amount of damages due the City from the Architect is determined by a court of competent jurisdiction.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Architect at least thirty (30) days prior to the end of its current fiscal period and will pay to the Architect all approved charges incurred through the end of such period.

3.5 AUDIT

The City may audit all of the Architect's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Architect's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Architect or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Architect's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment. The cost of any copying requests by the City for reproduction of originals shall be paid for by the City.

Architect shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Architect and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Architect to the City in excess of one percent (1%) of the total contract billings, the

actual cost of the City's audit shall be reimbursed to the City by the Architect. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Architect's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Architect.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Architect.

When the work detail covers only the preparation of preliminary reports or plans, there shall be no limitations upon the City as to subsequent use of the plans or ideas incorporated therein, for the preparation of final construction plans. The City does agree to release the Architect from any liability related to the preparation of final construction plans by others.

3.7 COMPLETENESS AND ACCURACY

The Architect shall be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the Architectural errors shall be chargeable to the Architect. Additional construction added to the project shall not be considered the responsibility of the Architect unless the need for same was created by any error, omission, or negligent act of the Architect. The fact that the City has accepted or approved the Architect's work shall in no way relieve the Architect of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Architect, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Architect shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Architect shall sell its assets.

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Contract Administrator.

3.11 SUBCONTRACTORS

During the performance of the Contract, the Architect may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Architect.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of Architectural Services to be performed in accordance with this Contract is set forth herein, and, if the Architect is asked to perform services which are not included in this Contract, they will be considered additional services. The Architect shall not perform these services without written authorization in the form of an approved Change Order from the City. In the event the Architect performs the additional services without written authorization (Change Order) from the City to perform same, it shall be assumed that the additional services were included in the original Scope of Services and the fees set forth herein, and therefore, the Architect shall not be permitted to request nor receive any additional compensation for those additional services.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for Architect any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Architect shall reveal fully in writing any financial or compensatory agreement which it has with a prospective Architect prior to the City's publication of documents for bidding.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Architect's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Architect shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 EVALUATION OF ARCHITECT'S PERFORMANCE

The Architect will be evaluated regarding its performance of this Contract. This evaluation shall include, but not be limited to, the following consideration for:

Completeness
Accuracy
Utility Coordination
Technical Expertise
Organization
Appearance of plans (linework, lettering, etc.)
Working relationship with City staff and others
Availability
Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.23 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of the Architect: Michael L. Schmitt, AIA, Vice President
Dick & Fritsche Design Group
4545 East McKinley Street
Phoenix, AZ 85008
(602)954-9060

On behalf of the City: Corey E. Lew
Capital Project Management
City of Scottsdale
7447 E. Indian School Rd., Suite 205
Scottsdale, AZ 85251

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.24 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.25 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.26 INDEMNIFICATION

To the fullest extent permitted by law, Architect, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Architect relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Architect's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 INSURANCE

This solicitation/contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Architect agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Architect, Architect shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

4.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Architect. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Architect from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

4.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

4.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.1.5 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Architect shall be solely responsible for any such deductible or self-insured retention amount. City of Scottsdale, at its option, may require Architect to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Architect shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Architect. Architect shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.7 Evidence of Insurance: Prior to commencing any work or services under this Contract, Architect shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Architect's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Architect's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying insurance.
2. Architect's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Architect under this contract.
4. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.2 Required Coverage

4.2.1 Commercial General Liability: Architect shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Architect engages in any professional services or work adjunct or residual to performing the work under this Contract, Architect shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Architect, or anyone employed by Architect, or anyone for whose acts, mistakes, errors and omissions Architect is legally liable, with a liability insurance limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional

Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Architect shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.2.3 Vehicle Liability: Architect shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each accident on Architect's owned, hired, and non-owned vehicles assigned to or used in the performance of the Architect's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance

4.2.4 Worker's Compensation Insurance: Architect shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Architect's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Architect's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

5.1.1 Architect shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Architect becomes insolvent; or
2. Architect ceases to conduct business; or
3. Architect makes a general assignment for the benefit of creditors; or
4. A petition is filed in Bankruptcy by or against Architect.

5.1.2 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.3 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in 5.1.2 immediately above.

5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Architect advises the City that the Software is confidential information or is a trade secret property of the Architect, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Architect shall not use or disclose any knowledge, data or proprietary information relating to City obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form, to any third party, or to use each other's confidential information for any purposes other than the

implementation of this Contract provided, however, that if Architect's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Architect shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

Architect warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against City asserting or involving such an allegation, Architect will defend, at Architect's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Architect's opinion the Software is likely to become the subject of such a claim of infringement, Architect will, at its option and its expense: (I) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

Architect shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If City rejects the terms of a third party license, it shall be Architect's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this 18th day of February 2003.

CITY OF SCOTTSDALE

Mary Manross, Mayor

ATTEST:

Sonia Robertson, City Clerk

Monroe C. Warren
Purchasing Director

Myron Kuklok
Risk Management Director

Corey E. Lew
Contract Administrator

APPROVED AS TO FORM:

David A. Pennartz
City Attorney
CITY OF SCOTTSDALE

ARCHITECT:

Signature

Michael L. Schmitt
Name

Vice President, Dick & Fritsche Design Group
Title

ATTACHMENT "A"
ARCHITECTURAL SCOPE OF WORK
DOWNTOWN SCOTTSDALE PARKING STRUCTURES

I. BRIEF DESCRIPTION OF PROJECTS

A. This project includes the design of two parking structures in Downtown Scottsdale. Total parking to be added are approximately 840 spaces within the two multi-level structures. Construction in intended to begin in the spring of 2004 and occupancy is desired in the fall of 2004. Each parking structure project is described in more detail as follows:

a. Craftsman's Court Garage (AKA Fifth Avenue Garage): The site for this garage has been selected. It is located on a mid-block City owned surface parking lot, between Fifth Avenue to the north, Scottsdale Road to the east, and Craftsman's Court to the west. The property's only direct street frontage is Third Avenue, on it's south boundary. The garage is intended to contain approximately 450 parking spaces, on-grade plus 3 supported levels. Important project issues include:

i. Community outreach with materials to illustrate the attributes this structure will bring to the Fifth Avenue business district.
ii. Provide for some potential grade level non-parking uses, such as public restrooms, and potential police sub-station.
iii. Provide pedestrian links to surrounding business areas.
iv. Maintain / enhance quality of the urban pedestrian environment.
v. Maintain service access to businesses adjacent to the site.
vi. Minimize disruption to business district during construction phase.

b. Old Town Garage: Three sites are under consideration for the Old Town Garage. The design team's initial task will be to organize and facilitate the site selection process. Site selection is expected to take several months to finalize through the public processes. Community outreach will be an important aspect of the process. Once a site is selected,the design team will design a parking garage containing approximately 390 spaces, on-grade plus three to four supported levels. Important project issues include:

i. Identify and present quantitative and qualitative aspects of each site to build consensus among stakeholders, and facilitate an informed site selection.
ii. Depending on the site selected, provide potential grade level non-parking uses, such as retail space and / or pedestrian arcades.
iii. Provide pedestrian links to surrounding business areas.
iv. Maintain / enhance quality of the urban pedestrian environment.
v. With time lost to site selection process, accelerate design process in order to achieve schedule objectives.
vi. Minimize disruption to business district during construction phase.

II. GENERAL REQUIREMENTS

A. DESIGN STANDARDS

1. All work shall conform to:

    a. M.A.G. and other governmental/utility agency standard specifications.
    b. City of Scottsdale MAG Supplemental Specifications and Standard Details.
    c. Title 34, Arizona Revised Statutes regulation Public Buildings and Improvements.
    d. City of Scottsdale Building Codes and ordinances.
    e. City of Scottsdale Design Standards and Policies Manual.

B. QUALITY CONTROL

1. The Architect is responsible for quality control of his work. The Architect shall provide a list of sub-consultants for the project, which will not be changed without the approval of the Contract Administrator.

2. The Architect will develop a quality control plan and submit it to the Contract Administrator for approval.

3. The Architect will review and update the quality control plan as required by the Contract Administrator. An updated copy of the current QC plan will be available for review.

C. PROJECT DESIGN SCHEDULE

1. Set design schedule with the Contract Administrator prior to commencing work. Include dates for submittal of schematic design, design development, and construction documents.

2. Submit monthly status reports indicating progress of the design and conformance with the project design schedule. If the project is not on schedule, the Architect will document reasons therefore and procedures required to attain original schedule.

3. The status report will be submitted by the 10th of each month and shall indicate:
    a. What was accomplished.
    b. Plan for accomplishments next month.
    c. Problems encountered; recovery schedule, if applicable.
    d. Utility company coordination issues.
    e. Information needed from Contract Administrator.

D. COORDINATION

1. City Agencies:

The Architect shall provide the coordination necessary to insure that all City of Scottsdale departments having an interest or authority over the work are contacted for their input prior to advancing the design of the project and that their review/approval has been gained prior to the completion of the design. The Contract Administrator will provide to the Architect copies of design guidelines, standard and specifications required by the various departments. Internal offices having interest or authority are as follows:

a. Site Master Plan and Elevations:

   Project Review
   Development Review Board
   Asset Management Systems
   Transportation Planning
   Transportation Maintenance
   Sanitation
   Fleet Management
   Facilities Maintenance
   Risk Management
   Community Services
   Using Agency(s)

b. Public Art Applications:

   Scottsdale Cultural Council
   Community Services
   Asset Management/Planning
   Using Agency(s)

c. Landscaping and Irrigation:

   Project Review
   Parks Maintenance
   Transportation Maintenance
   Facilities Maintenance
   Development Review Board
   Using Agency(s)

d. Internal Space Allocations:

   Asset Management/Planning
   Facilities Maintenance
   Project Review
   Office of Management Systems
   Using Agency(s)

e. Energy Efficiency/Environment:

   Office of Environmental Services
   Facilities Maintenance
   Water Resources

Fleet Management
Project Review

f. Materials and Systems:

Office of Environmental Services
Facilities Maintenance
Office of Management Services
Community Services
Communications and Public Affairs
Project Review (including Rural Metro)
Using Agency(s)

g. Furnishings, Fixtures & Equipment:

Purchasing Division
Facilities Maintenance
Using Agency(s)
Asset Management/Planning

h. Security and Safety:

Risk Management
Facilities Maintenance
Using Agency(s)
Fleet Management

i. Procurement Considerations:

Purchasing Division
Using Agency(s)

j. Public Awareness and Involvement:

Communications and Public Affairs
Using Agency(s)

2. Other Outside Agencies

a. Public utilities (APS, SRP, SW Gas, US West, TCI Cable)
b. Maricopa County Agencies (Health Department)
c. State Agencies (ADOT State Aviation Division)
d. Federal Agencies (FAA) – Corporation of Engineers, Bureau of Reclamation, FEMA

III. SUBMITTALS

A. GENERAL INFORMATION

1. The City's function in connection with submitted plans, specifications, construction cost estimates, design reports, etc. is that only of review for

conformance with design standards, procedures and criteria established by the City; the City shall not be responsible for checking the Architect's plans for accuracy or engineered design.

2. The Architect shall be responsible for:

   a. Compliance with Design Criteria and Procedures and Scope of Work.
   b. Preparation of plans and specifications of a quality representative of the profession, which are both clear and of sufficient detail to provide the Contractor direction by which this project any be constructed.
   c. Requesting and obtaining available materials, maps, as-builts, reports, etc., as may be applicable to this project.
   d. Ongoing communication and informal contact with the City of Scottsdale Capital Project Management.

3. In addition to the submittal of plans and documents described herein, other materials may be required for presentation to the City Council, community meetings, etc.

B. GENERAL REQUIREMENTS

1. All submittals shall be made to the Contract Administrator. A Capital Improvement Facilities Project generally consists of a schematic design, design development and construction document submittal to the city for review, comment and final approval. These procedures and their requirements may be modified by the Contract Administrator.

2. It shall be the Architect's responsibility to submit plans and coordinate with all agencies having interest or jurisdiction over this project.

IV. MEETING PARTICIPATION

As part of the contractual relationship with the City, the Architect shall attend and record minutes of all project meetings. The minutes shall address action items and the responsible parties. The Contract Administrator shall review and approve all minutes. Minutes shall be submitted within 5 days of the meeting date.

V. DESIGN PHASE SERVICES

A. PROGRAMMING

Based upon information gathered from the designated City user groups, develop a project program to include the following:

1. Required size of each parking structure.
2. Need or desire for integration of non-parking or ancillary uses.
3. Required utility services for each site..
4. Traffic / circulation requirements within and without the structures.
5. Building service requirements.
6. Calculation of probable gross building area(s).
7. Tabulation of space counts, and parking efficiency.

8. Conceptual cost estimate.

B. SITE SELECTION PROCESS: OLD TOWN GARAGE

1. Three sites in the general project area have been identified as candidates to host the Old Town Garage. The Architect shall develop a site selection process based upon criteria generated together with the Owner.
2. The Architect shall perform a detailed analysis of each of the three sites, measuring suitability against the pre-determined selection criteria.
3. The Architect shall recommend a site, based on outcome of the analysis.
4. The Architect shall present the results of the site analysis along with graphic exhibits to Owner representatives, at Community Outreach meetings, and will be available at public hearings as required.

C. DATA COLLECTION

1. Site visit with Contract Administrator

   a. Prior to any work commencing.
   b. Ensure an on-site understanding of scope.

2. Record drawings

   a. The Architect is responsible to request and obtain all available information.

3. Existing reports/studies

   a. Utilize and incorporate where possible any available reports/studies/plans.

4. Survey Control

   a. City of Scottsdale datum. NAVD'88 (2 benchmarks required on plans).
   b. Architect responsible for horizontal and vertical control.

5. Limits of Survey

6. Topographic Survey: Craftsman's Court (Fifth Ave.) Site

   a. ALTA Survey is complete and will be furnished by the City of Scottsdale to the design team.
   b. It is assumed the survey will include information necessary to design the parking structure, such as:
      - Location of all above ground and accessible underground features.
      - Finished floor elevations (as applicable).
      - Contour intervals appropriate to the topography.
      - Legal description

7. Topographic Survey: Old Town Site

   a. An ALTA survey to be provided by the design team, once a site selection has been made. It will include:
      - Location of all above ground and accessible underground features.
      - Finished floor elevations (as applicable).
      - Contour intervals appropriate to the topography
      - Legal description.

8. Base Manuscript

   a. All survey and utility data on base maps.

9. Real Estate Information (as applicable)

   a. Legal descriptions and parcel exhibit maps.

10. Subsurface Identification

    a. The Architect shall compare underground information indicated on surveys with the City of Scottsdale LIS system, to verify findings.

11. Parking Count

    a. At a time specified by the Owner, the Architect shall perform a parking count in the Downtown area. Objectives and parameters for the parking count shall be as defined by the Owner.
    b. The result of the parking count will be presented to the Owner in report format.

D. SCHEMATIC DESIGN

1. The Architect shall prepare a preliminary evaluation of each parking garage and its budgetary constraints, and review with the Contract Administrator any inconsistencies between program requirements and budget limitations.

2. The Architect shall prepare and submit all materials, attend meetings and make presentations required to obtain City of Scottsdale Development Review Board approvals.

3. As a result of (1) above, prepare schematic design studies resulting in a design concept. The Architect shall prepare schematic design documents including the following:

   a. Plans – 1/8" or 1/16" scale as approved Floor Plans
      1) Showing space relationships
      2) Identification of rooms/spaces with room size

3) Identification of support spaces
4) Overall dimensions
5) Roof plans (if applicable) showing equipment location, access, drainage and pitch
6) Identification of proposed structural systems

b. Elevations
1) All exterior elevations showing fenestration and vent dimensions
2) Material identification and color
3) Interior elevations of special spaces
4) A building perspective drawing

c. Sections
1) Longitudinal section
2) Cross section
3) Special structural or special condition sections
4) Typical wall sections to show materials, relationships and construction intent

d. Site Plan
1) Building location and orientation
2) Automobile driveways
3) Walkways and hardscape
4) Landscape areas, including preliminary plant identification
5) Safety & security considerations, e.g., site lines
6) Zoning, including adjacent parcels

e. Outline Specifications
1) Structural system, plumbing mechanical and electrical
2) Special systems
3) Exterior wall construction
4) General finish schedule, identifying intended finishes for parking and ancillary use areas.

f. Construction Cost Estimate – If estimate is not within budget, items shall be identified that will bring cost down to budget for review and approval. The cost estimate shall be submitted with the schematic drawings.

g. Code Analysis – Including areas where variances would be required and reasons why compliance would be difficult.

h. Statement of Design Concept and Philosophy – General written description of the concepts and considerations which lead to the design solution.

i. Total Cost Estimate – If the cost estimate exceeds the available funds, the Architect shall submit budget reduction

recommendations and their impacts within one week of the schematic submittal.

4. After completion of the schematic design, Architect shall coordinate with the Contract Administrator to arrange for duplication of schematic design review sets by the City's printing vendor.

5. The design team, including sub-consultants, will participate in reviews of schematic design documents with various City departments and outside agencies listed under COORDINATION (Paragraph IID).

D. DESIGN DEVELOPMENT

1. Based on the approved SCHEMATIC DESIGN, the Architect shall prepare design development documents sufficiently annotated and detailed to adequately convey the size and character of the project and further define the finish materials, structural, mechanical, electrical and any special systems. The Design Development submittal should include the following:

   a. Plans –1/16" or 1/8" = 1'0" scale unless noted otherwise below.
      1) Dimensioned floor plans columns, walls, entrances/exits, parking configuration and directional flow, as well as supporting or non-parking use areas.
      2) Enlarged plans at ¼" = 1'0" scale of stair / elevator cores.
      3) Enlarged toilet room plans at ¼" = 1'0" scale showing fixtures, dimensions and accommodations for the disabled
      4) Reflected ceiling plans showing lighting layout and mechanical diffusers, at non-parking and support areas.
      5) Roof plan(s) (if applicable) showing equipment, drains, hatches and traffic treads at non-parking and support areas. Roof level parking areas will be shown as a floor plan drawing
      6) Mechanical plans showing main (primary) duct distribution and equipment schedules.
      7) Structural plan(s) showing major framing members and columns, dimension column grid, typical floor and roof construction details, and design live and dead load calculations
      8) Electrical plans showing power distribution, fixture and equipment schedule, special systems diagrams, including telephone and data systems
      9) Plumbing plans showing plumbing fixture and equipment schedule, water, waste and vent riser diagrams with pipe sizes

10) Foundation plan, with footing and foundation sizes, reinforcing and elevations

b. Elevations – 1/8" = 1'0" scale

1) Same elevations as called for in Schematic Design phase, but showing (identifying) all materials, colors, light fixtures, louvers, roof mounted equipment, penthouses, downspouts, etc.

2) Interior elevations as needed, of special areas identified in A.2 and A.3 above. Interior elevations shall show all materials and pertinent vertical dimensions

c. Sections

1) Typical wall section through solid exterior walls at ½" = 1'0" scale
2) Typical exterior wall section through window/store front construction at ½" = 1'0". Wall sections shall show materials, bond beams, lintels, flashing, masonry coursing, beam bearing, roof construction, sill and head conditions and floor foundation connection
3) Cross section and longitudinal sections at 1/8" = 1'0" showing roof and floor construction, ceiling height and major duct space
4) Section through roof penetrations at ½" = 1'0" showing curbs and flashing

d. Site Plan

In addition to Schematic Design information, provide:

1) Grading and drainage
2) Utility service entrance points
3) Landscape plan/Irrigation plan
4) Site lighting; including submittal of light fixture cut sheets
5) Pavement sections, pedestrian walkways, apron accessways, and similar improvements

e. Specifications

1) Supplementary General Conditions or Project Procedures and Details
2) Index of final specifications
3) Technical specifications
4) Interior finish and door schedules with color and material palette

f. Code Evaluation

1) Written report of preliminary reviews with Planning Division
   Development Services Division, and County Health Department
2) Architect shall have filed for and received disposition of variances identified in the Schematic Design phase

g. Construction Cost Estimate
Statement of construction cost and certification that project is within budget. Architect shall identify acceptable alternatives to insure cost will be within construction budget. The cost estimate shall be submitted with the DD package

2. The Contract Administrator shall submit design development drawings and specifications to the City's Risk Management Director. The Risk Manager shall review and incorporate any requirements of the City's insurance carriers.

3. After completion of the design development documents, the Architect shall coordinate with the Contract Administrator to arrange for duplication of design development review sets by the City's printing vendor. Normally, six sets of plans and specifications are required; with sepias optional.

4. The design team, including sub-consultants will be required to participate in reviews of design development documents with various City departments and outside agencies listed under COORDINATION, Section II, Paragraph D.

E. CONSTRUCTION DOCUMENTS

1. After the DESIGN DEVELOPMENT documents and construction cost estimates receive written approval from the Contract Administrator, the Architect shall prepare construction drawings, plans and specifications to include architectural, structural, mechanical, electrical, civil, landscape and other elements as appropriate (telephone, data, security, fire alarm, fire protection, etc.) to allow for the bidding and construction of the project.

2. The final construction cost estimate shall be submitted within one week of the submittal of the construction documents. If the final cost estimate exceeds the project budget, the Architect shall develop alternatives to reduce the cost to within the project budget. These alternatives shall be submitted within one week of the final construction cost estimates submittal.

3. The Architect shall file the construction documents with all governmental authorities having jurisdiction over the project. This shall include City of Scottsdale Project Review and other City Departments as required. It shall be the Architects responsibility to comply with all Federal, State and local codes in effect at the time the drawings, plans and specifications are approved. The Architect shall correct the drawings, plans and specifications as required to comply with applicable codes at no additional cost.

4. The Architect shall coordinate the preparation of the technical specifications with the City of Scottsdale standard General Conditions for format and content consistency.

5. After completion of the construction documents, the Architect shall coordinate with the Contract Administrator to arrange for duplication of final review sets by the City's printing vendor.

6. The design team, including sub-consultants will be required to participate in reviews of construction documents with various City departments as listed under COORDINATION Section II, Paragraph D.

7. All comments from the construction document review shall be resolved and the Architect shall deliver a complete set of professionally sealed contract documents to the City within two weeks of receipt of the City's written comments. In addition to the original contract documents, the Architect shall provide to the City, all drawings stored on IBM compatible CD ROM's (AutoCAD). Drawings shall follow the AIA short form layering system.

   Any other approvals required shall be obtained by the Architect prior to final approved plans submittal to the City.

   Final submittal to the Contract Administrator will include the folowing:

   Original drawings with original seals on 24"x30" 4-mil photomylar sheets Original

   Technical Specifications onMagnetic diskettes containing drawings (if applicable)

   One (1) copy of previous annotated City review comments

   The City will provide a final review of all documents backchecking the review comments and will notify the Architect immediately of any outstanding issues which would prohibit final approval of the project.

8. The City will be responsible for the reproduction and distribution of bidding documents.

9. If the project is not immediately bid or the Architect's services terminate at this point, the Architect shall deliver original tracings and one set of final technical specifications and any other contract documents prepared under this contract to the Contract Administrator prior to receiving final payment for these services.

VI. BIDDING PHASE SERVICES

A. During the bidding phase, the Architect shall make services available to the City for interpretation of the plans and specifications and review of prior approved equal product submittals. Requests for approved equals shall be processed in strict conformance to the requirements of Title 34, Arizona Revised Statutes. The Architect shall develop and provide to the City all required project addenda during the project bidding phase.

B. The Architect shall attend and participate in the project pre-bid conference. The Architect's Project Manager shall attend the pre-bid conference to address technical questions posed by prospective contractors.

VII. CONSTRUCTION PHASE SERVICES

A. The Architect shall attend and record minutes of the pre-construction conference as scheduled by the Contract Administrator.

B. The Architect shall review all shop drawings, samples and other submittals within two weeks of receipt of the item to determine compliance with the drawings and specifications. The Architect shall note approval or disapproval on the items and retain two copies for the project record.

C. The Architect shall provide a written response to all requests for clarifcation and interpretation by the contract documents during construction within five days unless granted an extension by the Contract Administrator.

D. The Architect shall attend periodic (approximately weekly) jobsite meeting, record meeting minutes and provide written reports of on-site observations of the work at the request of the Contract Administrator. A total of forty (40) meetings are included in construction administration for each garage.

E. The Architect shall review contractor's change order requests and claims and forward recommendations and cost evaluations of the change order or claim to the Contract Administrator.

F. The Architect shall prepare a final punchlist, participate in final inspections, equipment and system start-ups as necessary. The Architect shall coordinate and deliver from the contractor all written guarantees, bonds, warranties, parts lists, and operations and maintenance manuals to the Contract Administrator.

G. The Architect shall make site visits, concurrent with weekly jobsite meetings, to determine general compliance with the approved project drawings, plans, and specifications. It is imperative that work be observed prior to being covered by subsequent construction. Deviations in work from the plans and specifications shall be brought to the attention of the Contract Administrator in writing. In addition, for each garage, this contract includes up to three (3) site visits from each, the civil engineer, mechanical-plumbing engineer, electrical engineer, signage/graphics consultant and landscape architect.

H. For a pre-cast concrete structure, the Architect shall be responsible for providing special inspections required by the design of the project. This

includes special inspection for concrete reinforcing, structural masonry, welding and bolts installed in site-cast concrete. The City of Scottsdale will accept the manufacturer's on-site quality control inspections of pre-engineered components, and will not require the Architect to be responsible for the manufacturer's quality control.

I. For a cast-in-place concrete structure, the Architect shall be responsible for providing special inspections required by the design of the project. This includes special inspection for mild concrete reinforcing, post tension strand placement and tensioning operations, structural masonry, welding, as well as bolts and embeds installed in site-cast concrete.

J. The Architect shall be responsible to provide special inspection of primary electrical service to the buildings.

K. At the time of substantial completion of each parking garage project, the Architect and appropriate sub-consultants shall review the project with the Owner and Contractor. The Architect shall prepare a Certificate of Substantial Completion with accompanying punch list.

L. The Architect shall review the Contractor's as-built documents, O & M Manuals, and other required materials, and make a final inspection to confirm completion of all punch list items prior to recommending final acceptance to the Owner.

VIII. POST CONSTRUCTION SERVICES

A. Approximately eleven (11) months after occupancy, the Architect shall meet with the Owner representative and user group(s) to identify any deficiencies in the construction that are addressable under the Contractor's project warranty.

B. The Architect shall assist the Owner's representative in drafting a letter to the Contractor, notifying him of any deficiencies discovered.

END OF ATTACHMENT "A"

DFDG

ATTACHMENT "B"
ARCHITECT'S STANDARD BILLING RATE SCHEDULE
DOWNTOWN SCOTTSDALE PARKING STRUCTURES

Dick & Fritsche Design Group
Standard Hourly Rate Schedule
Effective August, 2002

Senior Principal John W. Dick David W. Fritsche	$ 140 per hour
Principal / Sr. Project Manager Robert L. Smith Janice J. Price Michael L. Schmitt Staci D. Seyer	$ 120 per hour
Project Manager / Project Architect	$ 100 per hour
Construction Administrator	$ 100 per hour
CAD Manager	$ 90 per hour
Job Captain / Senior Designer / Planner	$ 80 per hour
Marketing Manager / Office Manager	$ 80 per hour
CADD Drafter / Designer	$ 70 per hour
Clerical	$ 45 per hour

INSURED'S COPY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 1/20/03

PRODUCER

Professional Underwriters of Arizona, Inc.
Post Office Box 5419
Scottsdale, AZ 85261-5419
(480) 483-0440

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Dick & Fritsche Design Group, Inc.
4545 E. McKinley Street
Phoenix, AZ 85008

INSURERS AFFORDING COVERAGE

INSURER A:	Assurance Company of America
INSURER B:	American Manufacturers Mutual Ins Co
INSURER C:	Continental Casualty Company
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	PAS39335287	12/6/02	12/6/03	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	PAS39335287	12/6/02	12/6/03	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 1,000,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7BH083838-01	5/1/02	5/1/03	[ ] WC STATUTORY LIMITS [X] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	OTHER Architects / Engineers Professional Liability	AEA 00-431-57-31	1/1/03	1/1/04	Per Claim Aggregate	$ 1,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Architectural Design & Planning Consultants
Re: City of Scottsdale Corporation Yard Parking Deck
The insurance afforded is primary and non-contributory and waives subrogation in accordance with the existing contract

CERTIFICATE HOLDER [X] ADDITIONAL INSURED; INSURER LETTER A

Capital Project Management
City of Scottsdale
7447 E. Indian School Rd #205
Scottsdale, AZ 85251

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BY THE COMPANY BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT

AUTHORIZED REPRESENTATIVE Jeffrey D. Gerick

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ZURICH

COMMERCIAL GENERAL LIABILITY
POLICY NO: PAS39335287

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: CITY OF SCOTTSDALE, ITS AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, OFFICIALS AND EMPLOYEES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Inc. 1984

Downtown Parking Consultant Interviews (January 8, 2003)

	Total Points per Reviewer					
	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Total	Average
	30					
	25	20	20	25	90	22.5
	20	30	20	20	90	22.5
	20	25	22	30	97	24.25
	40					
	30	30	18	25	103	25.75
	20	40	16	20	96	24
	40	30	22	35	127	31.75
	30					
	20	30	20	25	95	23.75
	15	25	21	25	86	21.5
	25	25	23	30	103	25.75
	100					

Final Score	Average (for 3 Categories)	Rank
	96	**2**
	91	**3**
	109	**1**

CITY COUNCIL REPORT

MEETING DATE: 02/18/2003 ITEM NO. 7 GOAL: Transportation

SUBJECT

Engineering Services Contract for design of 96th Street Improvements (Shea to Thunderbird).

Initiate negotiations for the right-of-way/easements (ROW) needed for the 96th Street Improvements (Shea to Thunderbird) and set a maximum limit of $5,000 for the administrative purchase of ROW.

REQUEST

AUTHORIZE Engineering Services Contract No. 2003-021-COS with Stantec Consulting Engineers in the amount of $428,789.00 for the engineering design of 96th Street Improvements (Shea to Thunderbird).

ADOPT Resolution No. 6253 authorizing the initiation of negotiations for the acquisition of 16 various parcels of ROW from nine property owners for the 96th St. Improvements project (Shea – Thunderbird Rd.), and setting a maximum limit of $5,000 per parcel for the administrative purchase of the necessary ROW.

Related Policies, References:

a. Cactus Corridor Equestrian Overlay District
b. Bond 2000 CIP Project

BACKGROUND

This engineering services design contract will provide plans, specifications and final construction documents for a variety of improvements to 96th Street. These improvements include design of a new roadway and multi-use path improvements for 96th Street from Shea Boulevard to Thunderbird Road. The proposed improvements were reviewed with the community through a series of four public meetings held between July 2001 and May 2002. The Transportation Commission voted to support these improvements on May 16, 2002.

The goal of this project is to improve traffic flow, provide added safety for both pedestrians and vehicles, reduce delay times at intersections, and improve non-motorized circulation. The project scope includes designing the improvements as listed below:

a. Intelligent transportation system- install video camera and fiber conduit at the 96th Street & Shea Boulevard intersection;

b. Roadway improvements- Design a 3-lane cross-section with bike lanes on 96th Street from Becker Lane to Thunderbird Road to include storm drain improvements between Becker

Action Taken_____

Lane to Cholla, equestrian trails from Shea Boulevard to Gary Road along the west side and from Cholla Road to Larkspur Drive along the east side, landscaped medians, asphalt printing in the center left turn lane, a roundabout at the intersection with Cholla Road and a 10-foot concrete multi-use path from Cactus Road to Thunderbird Road on the west side of 96th Street;

c. 96th Street & Shea Boulevard Intersection- Design dual left turn lane improvements on all four approaches, right turn deceleration lanes for north bound and south bound 96th Street, right turn deceleration lane for east bound Shea Boulevard, signal replacement, and sidewalk modifications;

d. Design special architectural features including streetlights, asphalt print patterns, and entry monuments defining the Cactus Acres area.

ANALYSIS & ASSESSMENT

On September 26, 2002, Capital Project Management staff solicited proposals for a design contract from 41 consultants. Ten proposals were received on October 28, 2002. All proposals were thoroughly evaluated by a panel of four city staff members. Based on the initial review of proposals, three firms were selected for oral presentations and interviews. Based on the interviews, Stantec Consulting Engineers was unanimously selected by all members of the review panel as the most qualified firm to prepare this design (Evaluation Matrix attached). The Purchasing Director confirms that the procurement procedures provided by the City Code have been followed. The C.I.P. Coordinator concurs that finds are available to authorize this contract.

On December 13, 2002, Dennis L. Lopez & Associates, LLC, appraised the properties for the various rights-of-way and easements needed for the project. The appraiser estimated the combined value of the 16 parcels of ROW at about $262,000. Copies of the appraisals are on file in the City Clerk's Office. Attachment No. 5 is a list of the ROW to be acquired. Upon completion of review appraisals, staff would commence negotiations with the property owners of the 16 ROW parcels. Eight of the sixteen parcels are valued under $5,000. Resolution No. 6253 would authorize the administrative acquisition of any ROW parcels based on an appraised value that is less than $5,000. Any purchase agreements over $5,000 or those under $5,000, but negotiated at more than the appraised value, would be presented to City Council for review and approval.

Significant issues to be addressed:
Sensitive landscape design will help provide continuity and strengthen the overall character of the corridor. Key to the success of the 96th Street Improvements will be the "Gateway" aspect to entering the Cactus Acres neighborhood and continuing the theme throughout.

Community involvement:
Meetings will be held with property owners and interested parties along the corridor. Community involvement will be especially important as we move into design on the Cactus Acres area.

RESOURCE IMPACTS

Available funding:
Funds for this contract and ROW acquisitions are available in the following accounts:
CIP accounts:
No. S0315, Shea Blvd – 96th Street Intersection Improvements
No. S9903, 96th Street – Shea Blvd to Sweetwater
No. T0302, Upper Camelback Wash Multi-Use Path – Horizon to Cactus

Future budget implications:
The estimated cost to construct the 96th Street improvements is $5,610,000. An improved 96th Street pavement will be less costly to maintain in the years immediately following construction. The additional landscaping will represent an annual maintenance expense of less than $1,000.

Maintenance requirements:
The 96th Street corridor is already included in the inventory of streets that the City maintains.

OPTIONS & STAFF RECOMMENDATION

Description of Option A:
Award this engineering contract to Stantec Consulting Engineers, proceed with the design and authorize the purchase of necessary ROW.

Description of Option B:
Do not award this contract nor adopt Resolution No. 6253, which would delay any improvements to this two-mile segment of 96th Street and its intersection with Shea Boulevard. Traffic issues in this area will continue to increase with delays at the 96th Street and Shea intersection, and bicycle system improvements would also be delayed.

Description of Option C:
Award the design contract and authorize the initiation of negotiations to purchase the ROW, but require all purchase agreements to be approved by the City Council regardless of the purchase price.

Recommended approach:
Option A - Award this design contract and adopt Res. No. 6253 in order to move forward with this project.

Proposed Next Steps:
If this contract is awarded, design services will begin immediately and be completed within six months. It is anticipated that construction of the project could occur during the latter half of 2003.

RESPONSIBLE DEPT(S)

Municipal Services, Capital Project Management

STAFF CONTACT(S)

Corey E. Lew, Project Manager, (480) 312-7769, clew@ci.scottsdale.az.us
Rhonda Thomas, Right of Way Agent, (480) 312-7847, Rthomas@ci.scottsdale.az.us

APPROVED BY

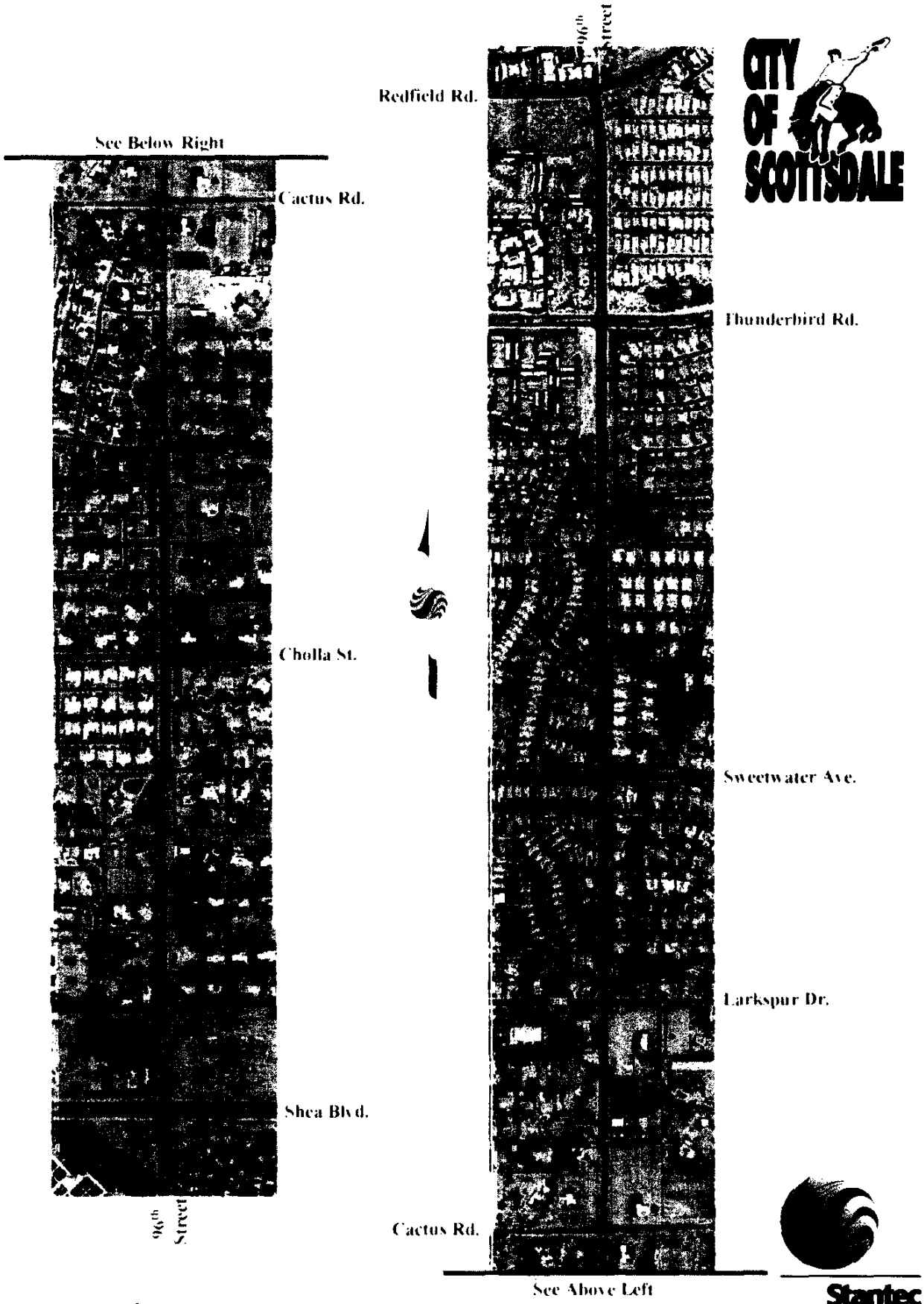
Al Dreska 2/3/03
Al Dreska Date
Municipal Services General Manager
adreska@ci.scottsdale.az.us (480) 312-5555

Roger Klingler
rklingler@ci.scottsdale.az.us (480) 312-5830

2/3/03
Date

ATTACHMENTS

1. Location Map
2. Engineering Services Contract No. 2003-021-COS
3. Proposal Evaluation Summary
4. Resolution No. 6253
5. List of ROW to be acquired



96th Street Improvements – Shea Boulevard to Thunderbird Road

CITY OF SCOTTSDALE
ENGINEERING SERVICES CONTRACT
96th Street – Shea Boulevard to Thunderbird Road

THIS CONTRACT, made and entered into this 18th day of February, 2003, by and between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Stantec Consulting Inc., a Corporation of the State of Arizona, hereinafter referred to as "Engineer".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, the City desires to contract for Engineering services to design roadway and multi-use path improvements for 96th Street, Shea Boulevard to Thunderbird Road; and

WHEREAS, Engineer is qualified to render the services desired by City;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

Engineer shall act under the authority and approval of the Contract Administrator to provide the engineering services required by this Contract.

The City wishes to assign Engineer the tasks specified in the attached Exhibit A, Project Scope of Work, which is hereby incorporated by reference and made a part of this Contract.

The Engineer shall obtain all necessary information for the timely completion of the tasks specified in Exhibit A, Project Scope of Work.

2.0 FEES AND PAYMENTS

2.1 FEE SCHEDULE

The amount paid to Engineer under this Contract shall not exceed $428,789.00.

2.2 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contract Administrator. Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Engineer on the basis of a progress report prepared and submitted by the Engineer for work completed through the last day of the preceding calendar month. Each tasks shall be subject to review and approval by the Contract Administrator to determine acceptable completion.

PAYMENT APPROVAL – CONT"D

The Contract Administrator shall prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total contract price shall be paid before City's final acceptance of all completed work. .

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

All charges must be approved by the Contract Administrator prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Corey E. Lew, or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer shall submit all reports and special requests through the Contract Administrator.

3.2 TERM OF CONTRACT

Term of the Contract is until the tasks listed in Scope of Services has been completed according to the following schedule:

The Engineer agrees to proceed with the work immediately upon notification to proceed issued by the Contract Administrator and shall complete all work within 360 calendar days, including City review.

This Contract shall be in full force and effect when it has been approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor as attested by the City Clerk thereof.

This Contract shall be in full force and effect when all signatures have been affixed hereon.

In the event that any tasks remain incomplete after the specified completion time period, continuation of this Contract shall be subject to written approval by the Contract Administrator.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of the project for which services have not been performed by the Engineer.

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Engineer shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Engineer shall receive a fee for the percentage of services actually completed. This fee shall be in

Termination for Convenience – Cont'd

the amount to be mutually agreed upon by the Engineer and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Engineer has delivered the last of the partially completed items. Engineer shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Engineer's suppliers or Subcontractors, which Engineer could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Engineer, or if the Engineer fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Engineer for any amount, and Engineer shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Engineer.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Engineer in writing, and immediately upon receiving such notice, the Engineer shall discontinue advancing the work under this Contract and proceed to close said operations.

Upon such termination or abandonment, the Engineer shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data shall be the City's sole responsibility.

The Engineer shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Engineer shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Engineer shall violate any of the convenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least thirty (30) days prior to the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of such period.

3.5 AUDIT

The City may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Engineer's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Engineer shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Engineer and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Engineer to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Engineer. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Engineer's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Engineer.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there shall be no limitations upon the City as to subsequent use of the plans or ideas incorporated therein, for the preparation of final construction plans. The City does agree to release the Engineer from any liability related to the preparation of final construction plans by others.

3.7 COMPLETENESS AND ACCURACY

The Engineer shall be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the Engineering errors shall be chargeable to the Engineer. Additional construction added to the project shall not be considered the responsibility of the Engineer unless the need for same was created by any error, omission, or negligent act of the Engineer. The fact that the City has accepted or approved the Engineer's work shall in no way relieve the Engineer of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Engineer, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Engineer shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Engineer shall sell its assets.

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Contract Administrator.

3.11 SUBCONTRACTORS

During the performance of the Contract, the Engineer may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Engineer.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of Engineering Services to be performed in accordance with this Contract is set forth herein, and, if the Engineer is asked to perform services which are not included in this Contract, they will be considered additional services. The Engineer shall not perform these services without written authorization in the form of an approved Change Order from the City. In the event the Engineer performs the additional services without written authorization (Change Order) from the City to perform same, it shall be assumed that the additional services were included in the original Scope of Services and the fees set forth herein, and therefore, the Engineer shall not be permitted to request nor receive any additional compensation for those additional services.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for Engineer any fee, commission, percentage, brokerage fee,

CONFLICT OF INTEREST – CONT'D

gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Engineer shall reveal fully in writing any financial or compensatory agreement which it has with a prospective Engineer prior to the City's publication of documents for bidding.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Engineer's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Engineer shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 EVALUATION OF ENGINEER'S PERFORMANCE

The Engineer will be evaluated regarding its performance of this Contract. This evaluation shall include, but not be limited to, the following consideration for:

Completeness
Accuracy
Utility Coordination
Technical Expertise
Organization
Appearance of plans (linework, lettering, etc.)
Working relationship with City staff and others
Availability
Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.23 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of the Engineer:

Daniel L. Kaminski, PE
Stantec Consulting, Inc.
8211 South 48th Street
Phoenix, AZ 85044
(602) 438-2200

On behalf of the City:

Corey E. Lew
Capital Project Management
City of Scottsdale
7447 E. Indian School Road, Suite 205
Scottsdale, AZ 85251

NOTICES – CONT"D

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.24 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.25 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.26 INDEMNIFICATION

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Engineer relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 INSURANCE

This solicitation/contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

INSURANCE – CONT'D

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 **Insurance Representations and Requirements**

4.1.1 General: Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

4.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Engineer. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

4.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

4.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.1.5 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Engineer shall be solely responsible for any such deductible or self-insured retention amount. City of Scottsdale, at its option, may require Engineer to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Engineer shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Engineer. Engineer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.7 Evidence of Insurance: Prior to commencing any work or services under this Contract, Engineer shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Engineer's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying insurance.
2. Engineer's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Engineer under this Contract.
4. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.2 Required Coverage

4.2.1 Commercial General Liability: Engineer shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Engineer engages in any professional services or work adjunct or residual to performing the work under this Contract, Engineer shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Engineer, or anyone employed by Engineer, or anyone for whose acts, mistakes, errors and omissions Engineer is legally liable, with a liability insurance limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Engineer shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.2.3 Vehicle Liability: Engineer shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each accident on Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.2.4 Workers Compensation Insurance: Engineer shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Engineer's employees engaged in the performance of work or services under this Contract, and shall also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Engineer's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

5.1.1 Engineer shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Engineer becomes insolvent; or
2. Engineer ceases to conduct business; or
3. Engineer makes a general assignment for the benefit of creditors; or
4. A petition is filed in Bankruptcy by or against Engineer.

5.1.2 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.3 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in 5.1.2 immediately above.

5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Engineer advises the City that the Software is confidential information or is a trade secret property of the Engineer, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Engineer shall not use or disclose any knowledge, data or proprietary information relating to City obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Engineer shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

Engineer warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against City asserting or involving such an allegation, Engineer will defend, at Engineer's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Engineer's opinion the Software is likely to become the subject of such a claim of infringement, Engineer will, at its option and its expense: (I) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

Engineer shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If City rejects the terms of a third party license, it shall be Engineer's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Prior to any contract payment being made, the attached I.R.S. Form ***must*** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this 18th day of February, 2003.

CITY OF SCOTTSDALE

Mary Manross, Mayor

ATTEST:

Sonia Robertson, City Clerk

ENGINEER:

Orville L. Shaw
Signature

ORVILLE L. SHAW
Name

VICE PRESIDENT and COO
Title

SSN

Monroe C. Warren
Purchasing Director

Suzanne M. Welch for
Myron Kuklok
Risk Management Director

Corey E. Lew
Contract Administrator

APPROVED AS TO FORM:

for
David A. Pennartz
City Attorney

EXHIBIT A

PROJECT SCOPE OF WORK

96th STREET – SHEA BOULEVARD TO THUNDERBIRD ROAD

I. BRIEF DESCRIPTION OF THE PROJECT

The Engineer, acting under the authority and to the approval of the Contract Administrator, shall perform the necessary analysis, studies and surveys required to design new roadway and multi-use path improvements for 96th Street: Shea Boulevard to Thunderbird Road. The goal of this project is to; improving traffic flow, provide added safety for both pedestrians and vehicles and reduce delay times at intersections. The project scope includes designing improvements as listed below:

a. Intelligent transportation system- video camera and fiber conduit at the 96th Street & Shea Boulevard intersection;

b. Roadway improvements- Design a 3-lane cross-section on 96th Street from Becker Lane to Thunderbird Road to include storm drain improvements between Becker Lane and Cholla, 8 foot trails from Shea Boulevard to Gary Road on the west side and from Cholla Road to Larkspur Drive on the east side, landscaped medians, asphalt printing in the center left turn lane, a roundabout at the intersection with Cholla Road and a 10-foot concrete multi-use path from Cactus Road to Thunderbird Road on the west side of 96th Street;

c. 96th Street & Shea Boulevard Intersection- Design dual left turn lane improvement on all four approaches, right turn deceleration lanes for north bound and south bound 96th Street, right turn deceleration lane for east bound Shea Boulevard, signal replacement, and sidewalk modifications;

d. Design special street furnishings including streetlights, asphalt print patterns, and entry monuments defining the Cactus Acres Character Area.

e. An Issues Tracking Form (ITF), which outlines the final project components, and the Design Concept Report maintained for this project will be used as the basis of design.

II. GENERAL REQUIREMENTS

A. DESIGN STANDARDS – All work shall conform to:

1. The M.A.G. Standard Specifications and Details
2. The City of Scottsdale M.A.G. Supplemental Specifications and Supplemental Standard Details
3. The latest City of Scottsdale Design Standards and Policy Manual
4. All applicable uniform and national codes along with the city amendments as adopted by ordinance
5. AASHTO, FHWA, etc. as applicable
6. Other applicable specifications and details required by a governmental agency or utility company

The Engineer is responsible for providing the work to meet the latest City of Scottsdale Design Standards and Policies Manual, Section 1.2, Capital Project Management Plan Requirements. Any design criteria, plan preparation techniques or other requirements established herein shall take precedence over any other conflicting standards or specifications.

B. QUALITY CONTROL – Quality control is a management system for producing a product, which complies with the terms of the contract. The Engineer is responsible for maintaining a Quality Control Program that will provide a quality product. The Engineer shall meet with the Contract Administrator to review and discuss the designed system they have implemented to ensure a successful end product through out the design. The system shall be acceptable to the Contract Administrator. Subsequent changes may be determined necessary if the program is not producing the quality of work required by the contract.

C. PROJECT DESIGN SCHEDULE – Prior to commencing any work, the Engineer and the Contract Administrator shall meet to determine the project design schedule. The Engineer shall meet with the Contract Administrator, prior to the monthly billing, to assess the projects' progress in relation to the design schedule. In the event that the Engineer falls behind the accepted design schedule, the Engineer shall be required to provide documentation explaining each event that caused the project to be delayed. In addition, the Engineer must prepare a written statement to identify what steps will be taken to return the project to its original schedule. This documentation will be necessary prior to payment approval.

III. TASKS

A. PROJECT MANAGEMENT – This task will provide a firm foundation for overall project management and monitoring. The Engineer will prepare monthly progress reports; perform regular budget and schedule monitoring; provide utility coordination for the final design needs; and manage sub-consultants.

B. DATA COLLECTION

1. The Engineer shall:

   a. Visit the site with the Contract Administrator and other City staff members, prior to commencement of the work to insure an onsite understanding of the nature of the work.
   b. Obtain all available maps, studies, records, right-of-way information
   c. Verify GIS data, as-built plans, utility information, and
   d. Review the City's ITF and other pertinent data and studies of the work to be performed. Provide correspondence to the City to verify that all direction given in the ITF will be followed, or require further direction for the final design and construction documents.

2. It shall be the responsibility of the Engineer to determine, request and obtain specific data and information needed to perform the work. The Engineer shall provide all necessary research and data collection required to determine and identify all existing project area utilities. The Engineer shall perform potholing of underground utilities, to determine and identify all existing project area utilities that is specified in the DCRs for relocation and/or possible conflict.

3. All data obtained from the City (i.e. – quarter sections, contour maps, aerial photography, shall be provided at no cost to the Engineer.

C. UTILITY COORDINATION

1. The Engineer shall coordinate with utility companies and other agencies to incorporate existing and proposed utility facilities into the construction plans as necessary. All existing and proposed utilities shall be shown in the plan, and profile as needed, on the preliminary and final construction plans. The Engineer shall notify and coordinate the utilities in accordance with the AUCC "Public Improvement Project Guide". Initial contact with utility companies shall be made under the data collection task as record drawings already collected for the DCR are verified.

2. The Engineer shall be responsible for field verifying the horizontal and vertical locations of all utilities within the project limits. Utility base maps prepared by the Engineer, detailing all existing data, shall be transmitted to the utility companies for verifications and comment concerning the utility locations. Their comments shall be incorporated into the base maps.

3. The Engineer shall be completely responsible for scheduling the location and number of potholes with the affected utility, resolving potential conflicts and shall diligently pursue resolution of all conflicts with the official utility until acceptable solutions are designed. The Engineer shall be responsible for providing underground utility locating services utilizing an air vacuum method of excavations, which produces a hole in the pavement not greater than 12 inches in diameter. The City's Contract Administrator prior to commencement of activities shall review the number and location of potholes required for design. Fees for potholing shall be based upon a lump sum allowance which shall include the cost for barricading, securing permits/permission from all concerned agencies, pavement restoration, report preparation, recording the thickness of the asphalt when borings occur in the existing paved roadway, and other incidental items. To minimize traffic congestion and barricading, all potholing shall occur in their shortest time frame and during non-peak traffic hours.

D. SURVEY

1. The Engineer shall perform all necessary survey work to establish horizontal and vertical ground control and to provide topographic information for all existing conditions and features throughout the project limits.

2. All survey work shall be based on current City of Scottsdale datum.

3. The survey shall include the setting of temporary benchmarks at 1000-foot intervals along the 96th Street alignment at or near the right-of-way. Horizontal location of surface feature utilities within the right-of-way with inverts for storm drains, sanitary sewers, pipe culverts and top of nut for water valves (when accessible).

4. Survey will supplement the photogrammetric services that will provide planimetric detail with utilities and street data, digital ortho photos, and a Digital Terrain Model with 1' contours for the project.

E. GEOTECHNICAL INVESTIGATION

The Engineer shall perform a geotechnical analysis of the existing conditions. A geotechnical report shall be submitted presenting the results of the field and laboratory testing, and recommendations for site grading and preparation procedures, thickness of reconstructed and rehabilitated pavements and result of bioassay tests. An Engineer registered in the State of Arizona shall seal the report, which will also include a vicinity map, plot plan showing the location of the borings and the boring logs.

1. The geotechnical engineering services will provide the following scope of services:

   a. Visual pavement condition survey
   b. Test borings will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. Fifteen (15) test borings 5 feet in depth are proposed in the project area.
   c. Laboratory analyses of representative samples will include the following: Moisture Content and Dry Density; Minus No. 200 Sieve and Plasticity Index; R-value; and Bioassay.
   d. Field and laboratory data will be used in engineering evaluation and analyses to formulate our geotechnical recommendations.

F. DRAINAGE

1. The Engineer shall conduct a field investigation of the proposed project area and surrounding area to confirm drainage conditions identified in the Design Concept Report have not been changed from the previous field investigations.

2. The Engineer shall review all reports, maps, and aerial photographs as necessary to verify the recommendations of the Design Concept Reports for drainage improvements for the corridor. In particular, the hydrologic analyses prepared for the Upper Camelback Wash DCR will be used to address off-site assumptions and flows. On-site pavement drainage design shall use the design criteria specified in the DSPM and 96th Street DCR.

3. The Engineer shall prepare a Drainage Report in 8.5 x 11 format. Include design of on-site pavement drainage and off-site drainage improvements.

G. MEETING PARTICIPATION

As part of the contractual relationship with the City, the Engineer shall attend, prepare agenda and take notes at the meetings outlined herein. The notes shall be furnished to the Contract Administrator in the form of minutes. The notes shall address action items and the responsible parties. The Contract Administrator shall review and approve all meeting notes.

1. Project Status: The Engineer shall attend every other weekly meetings with the Contract Administrator and City staff to keep the City abreast of the project status and gather information as needed for design. The meetings will be held at the City's offices.

2. Utility Coordination: The Engineer shall organize and attend utility coordination meetings.

3. Public Informational Meetings: The Engineer shall prepare for, organize and attend one (1) public informational meeting, to communicate the scope and impact of the project to the affected public.

4. Cactus Corridor Citizens Committee Meetings: The Engineer shall prepare for, organize and attend one (1) neighborhood committee meetings, to communicate and solicit input from area citizens for the landscape street furnishings of the project.

5. Development Review Board: The Engineer shall attend and prepare all materials required for application to, and presentation at, the DRB and attend all meetings and study sessions prerequisite to approval of the project. For the purposes of developing the fee schedule, a maximum of two meetings is anticipated.

6. Pre-bid: The Engineer's project manager shall attend a pre-bid conference and issue response to technical questions asked by the prospective bidders.

H. STREET FURNISHINGS DESIGN AND PLANS

1. The Engineer is responsible for Conceptual, Schematic and Final design of the street furnishings for the project corridor. The Cactus Acres Neighborhood Character Plan (1995) will be used as the basis of the streetscape design. Entry monument, signage, fence type, street light poles, asphalt stamping patterns and color, plant material and rock color will be determined and incorporated into the final construction documents.

2. Salvage and relocation plans indicating the size, type, and status shall be prepared in accordance with City's Native Plant Ordinance. The Engineer will coordinate all required notifications and applications to the State and City.

3. Landscape design shall be sealed by an Arizona Registered Landscape Architect and will be reviewed by the DRB.

4. The Engineer shall provide all materials necessary for the Development Review Board pre-application and DRB presentations, as required.

5. Landscape and irrigation design for the project shall be in accordance with City requirements and the input and approval of the Citizens Committee meetings. Full Plan sheets will be prepared at 1"=20' scale showing the proposed roadway and sidewalk improvements, planting layout, property lines, easements, and irrigation design. Reconstruction and supplemental planting and irrigation design of existing systems between the curb and right-of-way will be evaluated individually. The Engineer expects to design multiple, independent irrigation systems to assist the City in defining areas of responsibility for maintenance of the planting and irrigation with adjacent property owners and Homeowner Associations. The Engineer will provide support information only in the coordination efforts needed to determine areas of responsibility for maintenance and any agreements that may be deemed necessary for the project.

I. ROADWAY/MULTI-USE PATH DESIGN

1. The Engineer shall design a new 3-lane roadway with bicycle lanes for 96th Street from Shea Boulevard to Thunderbird Road. Roadway improvements will include storm drain installation from Becker Lane to Cholla Road, 8-foot joint use equestrian/pedestrian trails from Shea Boulevard to Larkspur Drive, and landscape medians. Offsets and bends in the roadway alignment will be designed to reduce the line-of-sight for speed control. Design and posted speed for 96th Street will be 35 mph. Existing curb and gutter will be matched along the alignment where possible to reduce construction cost, but will be evaluated during the design to insure the line-of-sight for speed control criteria set forth in the DCR is adhered to.

2. The intersection of Cholla Road and 96th Street will be designed for a roundabout (traffic circle). The design shall follow the proposed geometrics proposed as part of the 96th Street Design Concept Report. FHWA guidelines shall be adhered to for final design.

3. The intersection of Sweetwater Road and 96th Street will be designed for a roundabout (traffic circle). The design shall follow the proposed geometrics developed by the City of Scottsdale. FHWA guidelines shall be adhered to for final design. (Fees for this task shall be based upon a lump sum allowance.)

4. The Engineer shall design roadway improvements for the intersection of Shea Boulevard and 96th Street. Dual-left turn lanes on all four (4) quadrants will be provided. Lane widths and preliminary design shall adhere to the Design Concept Report prepared for this major intersection, which includes 6-through lanes on Shea Boulevard, 4-through lanes on 96th Street, and right-turn lanes.

5. The Engineer shall design a 10-foot wide multi-use path from Cactus Road to Thunderbird Road along the west side of 96th Street and along the north side of Thunderbird Road from 96th Street to approximately 250 feet west, where the path will connect to an existing path. In addition, a new multi-use path will be designed from Redfield Road south approximately 350 feet to connect to the existing path.

6. The 96th Street and Cactus Road intersection roadway design is not included with this project.

7. The design shall adhere to the City's DSPM with all design exceptions listed in a memorandum and provided to the Contract Administrator and the final roadway plans be sealed by a Registered Civil Engineer licensed in the State of Arizona.

8. Base sheets will use plan/profile format using the black/white digital ortho photos for the base sheets at a scale of 1" = 20'.

J. TRAFFIC ENGINEERING AND DESIGN

1. The July 2002 DCR for the Implementation of Shea Boulevard @ 96th Street Intersection ITS Components identifies the features that will need to be installed at this intersection. The Engineer will develop the construction documents required to install these features. This design will show the installation of a new CCTV camera on a Type R pole, a new #9 pull box, a new communication cabinet, and the necessary conduit to link the camera, pull box and communication cabinet to a location on the south side of Shea Boulevard where there may be a T-1 telephone network. A future project will build a fiber optic outside cable plant to which this camera will be tied. This design will utilize input and criteria that will be provided by City staff and specifications that are currently being developed by the City.

2. The Engineer shall design the modifications for the traffic signals at the intersection of 96th Street and Shea Boulevard. The design shall be to the City of Scottsdale's DSPM criteria.

3. With the Cactus Acres streetscape an integral part of the 96th Street design from Shea Boulevard to Larkspur Drive, special street light poles and fixtures will be developed. The Engineer will develop concepts for the street lighting field hardware and the street lighting criteria that the lighting system will be designed to meet (i.e. average maintained illuminance, average to minimum ratio, etc). APS and City approval will be required. The Arizona Public Service level of involvement will also need to be defined. Between Shea Boulevard and Larkspur Drive, the street lighting design will show pole locations, conduit, pull boxes and service points. North of Larkspur Drive, our design will show a more conventional City of Scottsdale street light design.

4. Pavement marking and signing plans will be prepared for the 2 miles of street being improved with this project and for the associated bike lanes, trails and multi-use paths. These designs will follow the criteria identified in the City's DSPM. Pavement marking and signing plans for the Cholla Road approaches to the roundabouts and the special streetscape theme for 96th Street will require special sign posts.

5. The Engineer shall develop a logical construction sequence for this project and the special provisions that will inform the contractor of specific project requirements related to street closures, hours of operation, access to local streets and driveways, notifications to the public, etc. Traffic control plans will be developed, if necessary, to provide details for phased construction, box culvert construction, and area-wide advanced signing and trailblazing plans to inform drivers of alternate routes and detours.

K. STRUCTURAL ENGINEERING

1. The Engineer shall provide structural analysis in support of the project's, including street light poles and entry monument foundations and walls.

L. OPTIONAL CONSTRUCTION PHASE SERVICES

It is hereby agreed that the City may, at its option, request the Engineer to provide certain engineering services to provide certain consulting services during the construction phase. The City shall notify the Engineer of its intention to exercise this option within twenty calendar days subsequent to the award of the construction contract. These services are not within the scope of engineering services to be performed in accordance with this Contract and shall be considered additional services which shall be compensated by a mutually agreed upon Change Order between the City and the Engineer.

IV. PROJECT PREPARATION AND SUBMITTAL GUIDELINES

A. GENERAL INFORMATION

1. These guidelines are a source of information available to assist the Engineer in the design and preparation of materials as required by the City of Scottsdale Capital Project Management.

2. The City's function in connection with submitted plans, specifications, construction cost estimates, design reports, etc. is that only of review for conformance with design standards, procedures and criteria established by the City; the City shall not be responsible for checking the Engineer's plans for accuracy or engineered design.

3. The Engineer shall be responsible for:
   a. Compliance with the City's design standards, policies and this Scope of Work.
   b. Preparation of plans and specifications of a quality representative of the profession, which are both clear and of sufficient detail to provide the Contractor direction by which this project may be constructed.
   c. Researching and obtaining available materials, maps, as-builts, reports, etc., as may be applicable to this project.
   d. On-going communication and informal contact with the City of Scottsdale's Capital Project Management.

4. In addition to the submittal of plans and documents described herein, other materials may be required for presentation to the Development Review Board, public meetings, committee meetings, etc. The requirements for these items are described elsewhere within the Project Scope of Work.

5. Certain design systems of limited magnitude may be combined on a plan drawing if approved by the Project Manager.

B. SUBMITTALS – GENERAL REQUIREMENTS

1. All submittals shall be made to the Contract Administrator. A Capital Improvements Project generally consists of a conceptual study followed by three plans submittal phases prior to the delivery of all final and approved design documents to the City. The conceptual study for this project has been completed and satisfied as a result of the preparation and completion of the Design Concept Reports for the corridor.

2. It shall be the Engineer's responsibility to submit plans and coordinate with all agencies having utilities within the project limits. Likewise, the Engineer shall abide by any intergovernmental agency agreements and procedures. The engineer will coordinate and obtain review approval from all governmental agencies as needed to obtain all required approvals.

3. If a plan does not contain sufficient information to adequately review that phase of the design, the plans will be returned to the Engineer for completion and resubmittal of that phase of the project.

4. The City will arrange a meeting with the Engineer upon its completion of the review submittal to discuss the direction in which the work is proceeding, make note of any recommendations by the engineer and voice any concerns over the project.

5. The City's function in connection with submitted plans, specifications, construction cost estimates, design reports, etc. is that only of review for conformance with design standards, procedures and criteria established by the City. The City shall not be responsible for checking the Engineer's plans for accuracy or engineered design.

C. FIRST SUBMITTAL (60% Documents)

The first submittal is a preliminary design identifying the locations and relationships of surface and subsurface improvements.

1. The Preliminary Drainage Report
   a. Establish the site hydrology and support the proposed grade and alignment design.
   b. Initial sizing of facilities

2. Utility coordination and pot-holing
   a. Conflicts noted and arrangements made for potholing prior to proceeding into final design.
   b. Initiate any required coordination or concurrent design effort with a private utility agency.

3. Preliminary design for:
   a. Roadway Plans – Alignment and grade of roadway improvements, including multi-use paths.
   b. Landscaping Plans - include a general site layout showing planting and pallet for use in DR presentation. Provide elevations of street furnishings features for City review and comment.
   c. Traffic Engineering Plans – Traffic Signal, Street Light Layout, ITS Layout and Pavement Marking and Signing plans indicating line work for lane widths and striping.

4. Value Engineering – Not applicable

5. Preliminary construction opinion of probable cost

6. Outline special provisions - Include an outline of the special provisions and technical specifications.

7. Prepare/present project to Development Review Board - Rendered site plans including landscaping and elevations of streetscape will be required. Coordinate the pre-application and DR meeting requirements with Project Review. Other materials may be required as requested in the pre-application meeting.

8. Materials submitted to the Contract Administrator (Electronic versions) as approved by the City:
   Six (6) sets of plans
   Six (6) copies of the special provisions outline
   One (1) copy of field survey notes
   Three (3) preliminary drainage reports
   Three (3) geotechnical reports
   Two (2) preliminary construction opinion of probable cost
   Two (2) outlines of special provisions

9. Material submitted to the Development Design Board
   As outlined and requested in the DR application process

D. SECOND SUBMITTAL (90% Documents)

This is a progress submittal to the City of the final design materials. It will also be the initial submittal to the City to the Project Review Department's engineering, fire, planning and building units for review and comment.

The Engineer shall provide to the City design drawings or progress updates, of any concurrent improvements by a private utility agency.

1. Completed design for:
   a. Roadway Paving Plan and Profile Sheets
      (1) Typical Sections
      (2) General Notes
      (3) Construction Details
      (4) Construction Notes and Quantities per sheet
   b. Landscape and Irrigation Plan Sheets
      (1) Entry Monument details
      (2) Streetscape construction details
      (3) Irrigation layout and water meter locations
   c. Traffic Signal Plans
      (1) Pole and cabinet layout and details
      (2) Schedule of conduit and items of work
   d. ITS Plans
      (1) Component layout
      (2) ITS equipment schedule of items
   e. Pavement Marking and Signing Plans
      (1) Pavement marking and signage specifications to be on the plans
      (2) Special detailed signage for roundabouts and multi-use paths
      (3) Incorporate or reference street furnishings features for signage
   f. Street Light Plans
      (1) Site plan layout
      (2) Details
      (3) Illumination calculations

2. Construction opinion of probable cost: Updated detailed construction opinion of probable cost

3. Final Drainage Report
   a. Address all previous City comments
   b. Complete report to include:
      (1). Narrative of existing and proposed conditions
      (2). Supporting hydrology calculations
      (3). Sizing of facilities
      (4). Supporting references
      (5). Copies of computer assisted calculations
      (6). Detailed drainage plan

4. Final draft of special provisions and technical specifications
   a. Format per CPM guidelines

5. Schedule of bid items draft

6. Miscellaneous reports and forms
   a. The engineer shall obtain forms from the City for completion of the MSDS sheets, water use reports, and lighting cut sheets.

7. Materials submitted to the Contract Administrator electronic version:
   - Previous City redlines and annotated review comments
   - Ten (10) complete sets of plans
   - Four (4) special provisions/specifications
   - Three (3) final drainage reports
   - Three (3) construction opinion of probable cost
   - Two (2) schedule of bid items
   - Four (4) MSDS, water use, exterior lighting cut sheets

E. THIRD SUBMITTAL (100% Documents)

The third submittal is a completed package to the City for final plan review. The drawings shall be fully completed in accordance with the Scope of Work. Any previous comments shall be resolved and final documents stamped by a professional engineer registered in the State of Arizona shall be submitted. The Special Provisions shall be complete to allow for final review and comment. All previous City redlined materials shall be returned to the City for final back check.

1. Final plans:

2. Final detailed Engineer's construction opinion of probable cost

3. Approved drainage report -- Sealed reports

4. Final special provisions -- For City review

5. Bid schedule -- Complete schedule of bid items

6. Materials submitted to the Contract Administrator:
   - Previous City redlines and annotated review comments
   - Ten (10) complete sets of plans
   - Four (4) special provisions
   - Three (3) final drainage reports
   - Three (3) construction opinion of probable cost
   - Two (2) schedule of bid items

F. APPROVED PLANS

All final comments from the third review conference shall be resolved and any required resubmittals to the City shall be provided. The Engineer shall deliver a complete set of professionally sealed original contract documents to the City. Drawings shall be submitted on 24"x 36" 4-mil. mylar sheets.

In addition to the original contract documents, the Engineer shall provide to the City all drawings, Special Provisions, bid schedules or other contract document material stored on CD-ROM (MicroStation™ for drawings and MS Word™ for written materials; or as approved by the Contract Administrator). Any other approvals required the Engineer prior to final approved plans submittal shall obtain (Health Dept., Flood Control District, etc.) to the City.

1. Materials submitted to the Contract Administrator:
   - Previous City redlines and annotated review comments
   - Original drawings with original seals
   - Six (6) complete sets of plans prints and specifications
   - Original Special Provisions and Bid Schedule
   - Original field notes
   - CD-ROM containing drawings and written materials.

G. BIDDING PHASE

The Engineer shall make their services available to the City, for advice and consultation, and interpretation of the plans and specifications. The Engineer shall develop and provide to the City all required project addenda during the project bidding phase.

The Engineer shall attend and participate at the project pre-bid meeting.

Attached spreadsheet
Allowances

1.	Potholing	$8,106.00
2.	Sweetwater Roundabout	$9,524.00
3.	Public Meeting	$5,718.00
4.	Citizens Meeting	$2,133.00
5.	96th Street/Cactus Traffic Signal	$5,231.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 01/17/2003

PRODUCER Serial # 308

AON REED STENHOUSE INC.
AON RISK SERVICES, INC. OF MINNESOTA
900 MERRILL LYNCH TOWER
EDMONTON, ALBERTA, CANADA T5J 0Y2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

STANTEC CONSULTING INC.
8211 SOUTH 48TH STREET
PHOENIX, ARIZONA 85044

INSURERS AFFORDING COVERAGE

INSURER A:	AMERICAN AND FOREIGN INSURANCE COMPANY
INSURER B:	HARTFORD FIRE INSURANCE COMPANY
INSURER C:	ACE AMERICAN INSURANCE COMPANY
INSURER D:	HARTFORD UNDERWRITERS INSURANCE
INSURER E:	SECURITY INSURANCE COMPANY OF HARTFORD

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X CONTRACTUAL/CROSS LIABILITY X OWNERS & CONTRACTORS PROTECTIVE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROJECT LOC	60371269 XCU COVER INCLUDED	05/01/02	05/01/03	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	84 UEG LP 6807	11/01/02	11/01/03	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	EXCESS LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	XBC602589 EXCESS GENERAL, AUTOMOBILE AND EMPLOYERS LIABILITY	05/01/02	05/01/03	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	84 WBG KA 3060	11/01/02	11/01/03	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	OTHER PROFESSIONAL LIABILITY INCLUDING ENVIRONMENTAL	951121 NO RETROACTIVE DATE	05/01/01	05/01/03	CLAIM AND AGGREGATE LIMIT $2,000,000 INCLUSIVE OF COSTS CLAIMS MADE BASIS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

STANTEC PROJECT #81760103. RE: CONTRACT #2003-021-COS. CERTIFICATE HOLDER, ITS AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, OFFICIALS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSUREDS BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THIS COVER IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON-CONTRIBUTORY AND WAIVER OF SUBROGATION IS INCLUDED, INCLUDING WORKERS COMPENSATION, AGAINST CITY OF SCOTTSDALE. NOTICE OF MATERIAL CHANGE IS INCLUDED IN CANCELLATION.

CERTIFICATE HOLDER X ADDITIONAL INSURED; INSURER LETTER: AB

CITY OF SCOTTSDALE
9191 E. SAN SALVADOR
SCOTTSDALE, AZ 85258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE OF INDEPENDENT INSURANCE AGENCY

Merry Frank K. Nonnette

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Form **W-9**
(Rev. November 1999)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)
Stantec Consulting Inc.

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)
8211 S. 48th Street

City, state, and ZIP code
Phoenix, AZ 85044

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

OR

Employer identification number
8 6 - 0 6 8 0 0 7 7

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

▶

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature ▶ [signature] Date ▶ 5/16/00

Purpose of form. A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS **prefers** you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons **must** use an appropriate Form W-8.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive **will** be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

96th Street Improvements Shea to Sweetwater Scores SOQs (November 2002)

	Total Points per Reviewer					
	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Total	Average
	35					
	30	30	29	30	119	29.75
	20	20	20	20	80	20
	25	30	32	28	115	28.75
	25					
	20	20	17	25	82	20.5
	15	15	11	10	51	12.75
	15	25	23	25	88	22
	20					
	15	15	12	20	62	15.5
	10	15	6	15	46	11.5
	10	20	18	20	68	17
	10					
	7	5	4	10	26	6.5
	5	0	2	5	12	3
	10	10	9	8	37	9.25
	10					
	0	0	0	0	0	0
	10	10	10	10	40	10
	5	5	5	5	20	5

Final Score	Average (for 5 Categories)	Rank
	57.8	2
	45.8	3
	65.6	1

RESOLUTION NO. 6253

A RESOLUTIONOF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACQUISITION OF REAL PROPERTY INTERESTS IN CERTAIN REAL PROPERTIES ALONG 96TH STREET FROM SHEA BOULEVARD TO THUNDERBIRD ROAD NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS TO 96TH STREET BETWEEN SHEA BOULEVARD AND THUNDERBIRD ROAD.

BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

SECTION 1. That it is deemed necessary and essential as a matter of public welfare that fee title and other property interests be acquired in the real property described in Exhibit "A" attached hereto, (hereinafter the "Real Property") for the construction of public street improvements along 96th Street between Shea Boulevard and Thunderbird Road.

SECTION 2. That the City Manager or designee is hereby directed and authorized to acquire fee title to each parcel, or such lesser interests as the City Manager or designee may find appropriate, and to determine, through the use of an independent appraisal and review appraisal, the fair market value of the interests acquired and to negotiate acquisition prices with the property owners, subject to ratification and approval by this Council.

SECTION 3. Notwithstanding Section 2 above, the City Manager or designee is authorized and directed to finalize the purchase of the necessary interests in any portion of the Real Property for which the price is less than $5,000 and is no more than the appraised value.

SECTION 4. That the duly authorized disbursing agents of the City of Scottsdale are hereby authorized and directed to pay all sums that may be necessary to establish the fair market value and negotiate a purchase price for the above-described property including, but not limited to, title reports, appraisal and review appraisal services, escrow fees, title insurance, and closing costs.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 18th day of February 2003.

CITY OF SCOTTSDALE,
An Arizona municipal corporation

_____
Mary Manross, Mayor

ATTEST:

_____
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

_____
David A. Pennartz, City Attorney

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

96TH STREET AND CHARTER OAK DRIVE

That portion of Charter Oak Drive, lying in Tract "A", EL PASEO ESTATES, a private roadway having a width of 40.00 feet, as recorded in Book 427, Page 3, records of Maricopa County, Arizona, situated in the Southeast quarter of Section 18, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the Southeast corner of Section 18;

thence North 0°03'24" West along the East line of the Southeast quarter of said Section 18 a distance of 619.76 feet to the centerline intersection of said Charter Oak Drive;

thence departing said East line North 89°59'18" West along said centerline 50.00 feet to the West line of 96th Street according to said EL PASEO ESTATES, and the POINT OF BEGINNING;

thence departing said centerline South 0°03'24" East along said West line 20.00 feet;

thence departing said west line North 89°59'18" West 15.00 feet ;

thence North 0°03'24" West parallel with said west line 40.00 feet;

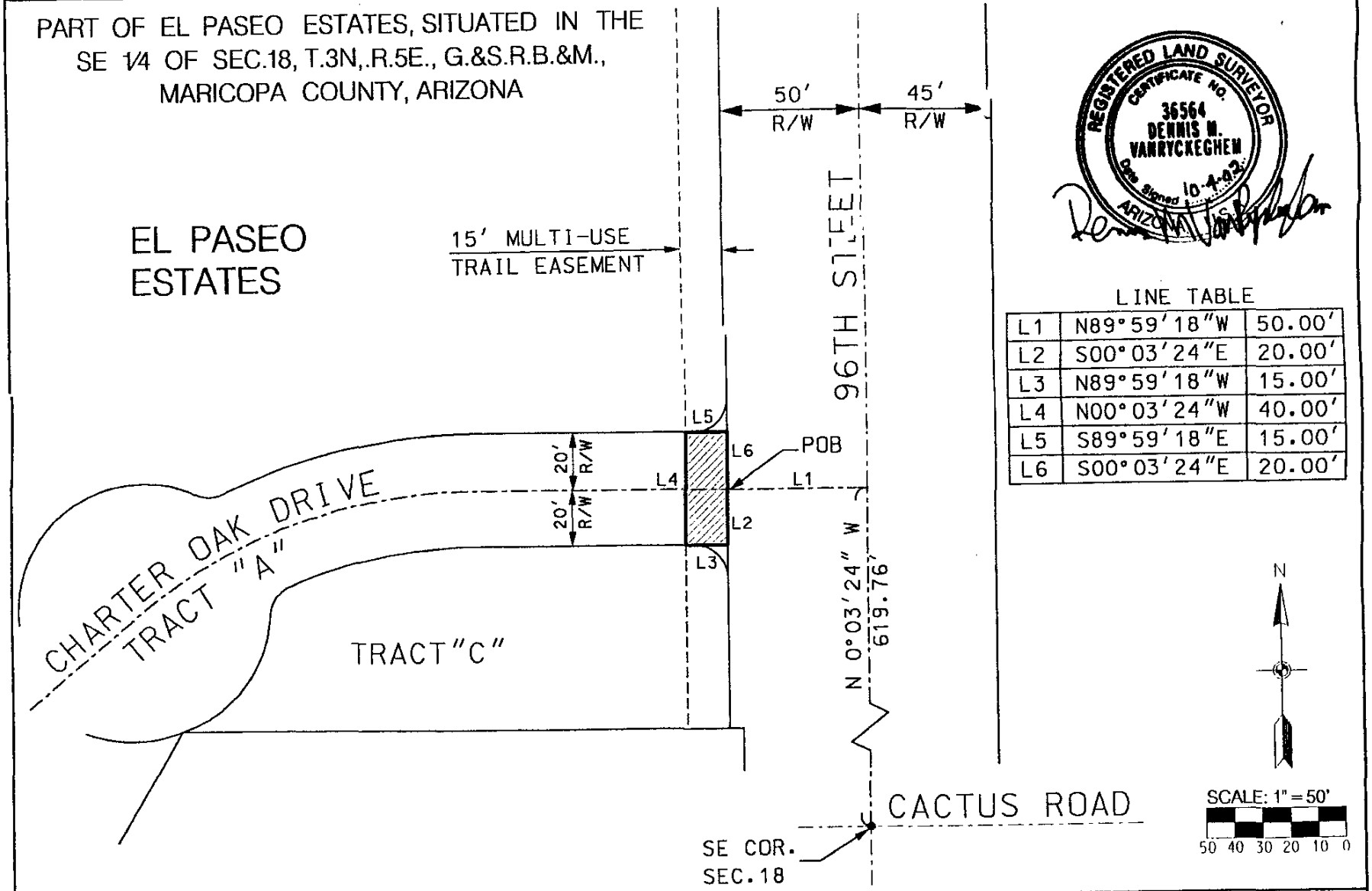
thence South 89°59'18" East 15.00 feet to said West line;

thence South 0°03'24" East along said West line 20.00 feet to the POINT OF BEGINNING.

Containing 600 square feet or 0.0138 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 10-4-03
ARIZONA U.S.A.

PART OF EL PASEO ESTATES, SITUATED IN THE SE 1/4 OF SEC.18, T.3N,.R.5E., G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO. 36564
DENNIS M. VANRYCKEGHEM
Date Signed 10-4-02
ARIZONA U.S.A.

LINE TABLE

L1	N89°59'18"W	50.00'
L2	S00°03'24"E	20.00'
L3	N89°59'18"W	15.00'
L4	N00°03'24"W	40.00'
L5	S89°59'18"E	15.00'
L6	S00°03'24"E	20.00'

PROJECT NAME

TEMPORARY CONSTRUCTION EASEMENT
96TH STREET AND CHARTER OAK ROAD

CITY OF SCOTTSDALE
INSPECTION SERVICES DIVISION
LAND SURVEY GROUP

PROJEC # 02053	217-60-089.DGN	SURVEYED BY: D.V.	DRAWN BY: D.V.	DATE 10/04/02	SHEET 2 OF 2

La Magna

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
12-6-02
ARIZONA U.S.A.

LEGAL DESCRIPTION

ROADWAY RIGHT OF WAY

96TH STREET NORTH OF CACTUS ROAD

That portion of the South half of the South half of the East half of the southeast quarter of the southeast quarter of Section 18, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the southeast corner of said Section 18;

thence North 0°02'23" West along the East line of said southeast quarter of Section 18, a distance of 330.16 feet to the northeast corner of said South half of the South half of the East half of the southeast quarter of the southeast quarter of Section 18;

thence North 89°59' 12" West along the North line of said South half of the South half of the East half of the southeast quarter of the southeast quarter of Section 18, a distance of 11.70 feet to the northeast corner of the La Magna Property, described in Instrument Number 97-0713022, records of said County and the POINT OF BEGINNING;

thence departing said North line South 5°00'33"West along the easterly line of said La Magna property 303.32 feet to a point that lies 28.00 feet North of the South line of the southeast quarter of said Section 18;

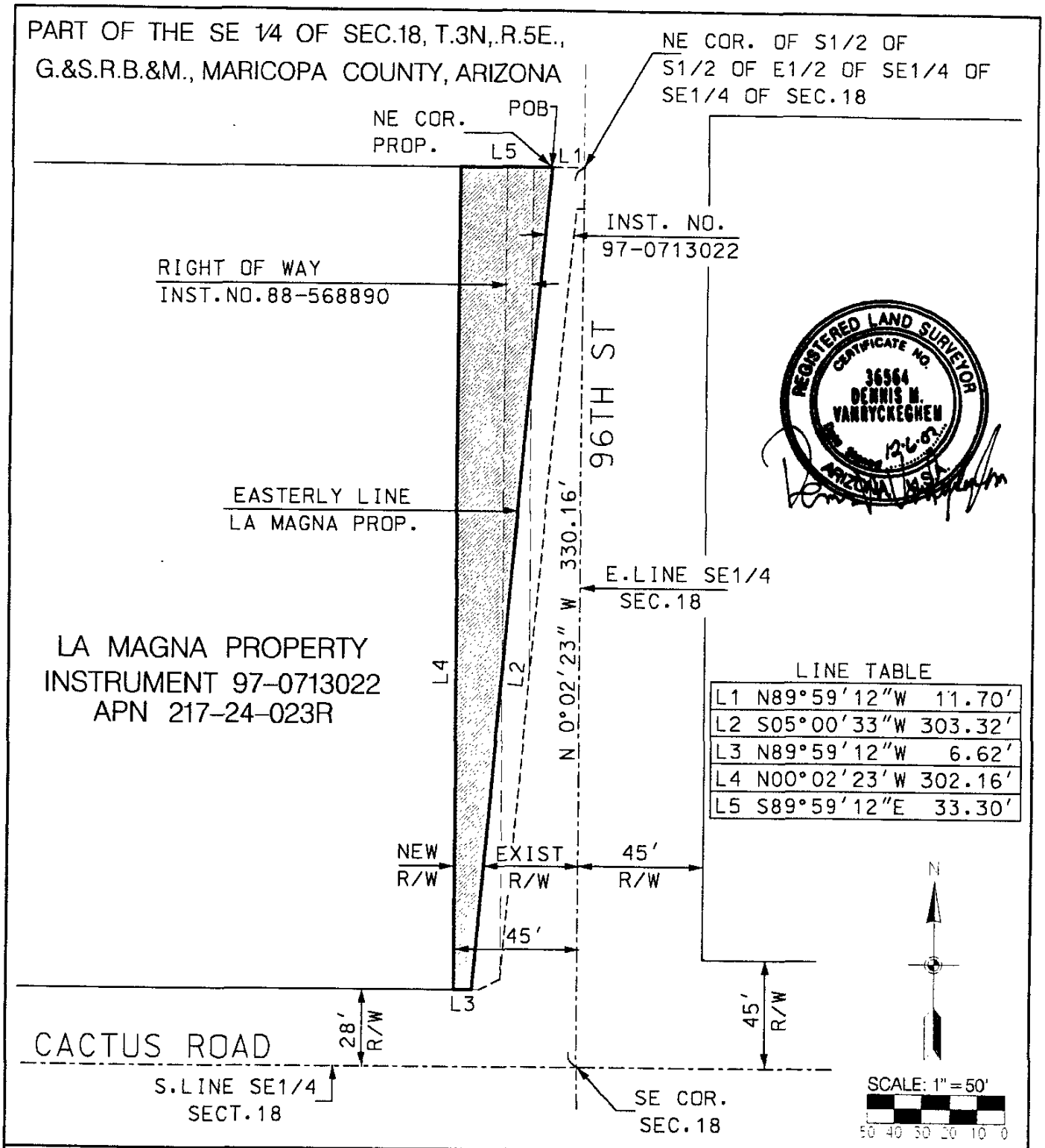
thence North 89°59'12" West parallel with and 28.00 feet North of said South line 6.62 feet to a point that is 45.00 feet West of the East line of said southeast quarter of said Section 18;

thence North 0°02'23" West parallel with and 45.00 feet West of said East line of the southeast quarter of Section 18, a distance of 302.07 feet to the North line of said South half of the South half of the East half of the southeast quarter of the southeast quarter of Section 18;

thence South 89°59'12" East along said North line 33.30 feet to the POINT OF BEGINNING.

Containing 6047 square feet or 0.1388 acres, more or less.

PART OF THE SE 1/4 OF SEC.18, T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



LINE TABLE

L1	N89°59'12"W	11.70'
L2	S05°00'33"W	303.32'
L3	N89°59'12"W	6.62'
L4	N00°02'23'W	302.16'
L5	S89°59'12"E	33.30'

ROADWAY RIGHT OF WAY
96TH STREET NORTH OF CACTUS ROAD

CITY OF SCOTTSDALE
INSPECTION SERVICES DEPARTMENT
LAND SURVEY GROUP

APN 217-23-024P	SURVEYED BY D.V.	DRAWN BY D.V.	DATE 12/06/02	SHEET 2 OF 2

LEGAL DESCRIPTION

LANDSCAPE, PUBLIC UTILITY, SLOPE AND PATH EASEMENT

96TH STREET NORTH OF CACTUS ROAD

That portion of the South half of the South half of the East half of the southeast quarter of the southeast quarter of Section 18, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the southeast corner of said Section 18;

thence North 0°02'23" West 330.16 feet along the East line of the southeast quarter of said Section 18 to the northeast corner of the South half of the South half of the East half of the southeast quarter of the southeast quarter of said Section 18;

thence North 89°59' 12" West along the North line of the said South half of the South half of the East half of the southeast quarter of the southeast quarter of Section 18 a distance of 45.00 feet to the POINT OF BEGINNING;

thence departing said North line South 0°02'23"East parallel with and 45.00 feet West of said East line of the southeast quarter of Section 18 a distance of 302.16 feet to a point that lies 28.00 feet North of the South line of said southeast quarter of Section 18;

thence North 89°59'11" West parallel with and 28.00 feet north of said South line a distance of 5.00 feet;

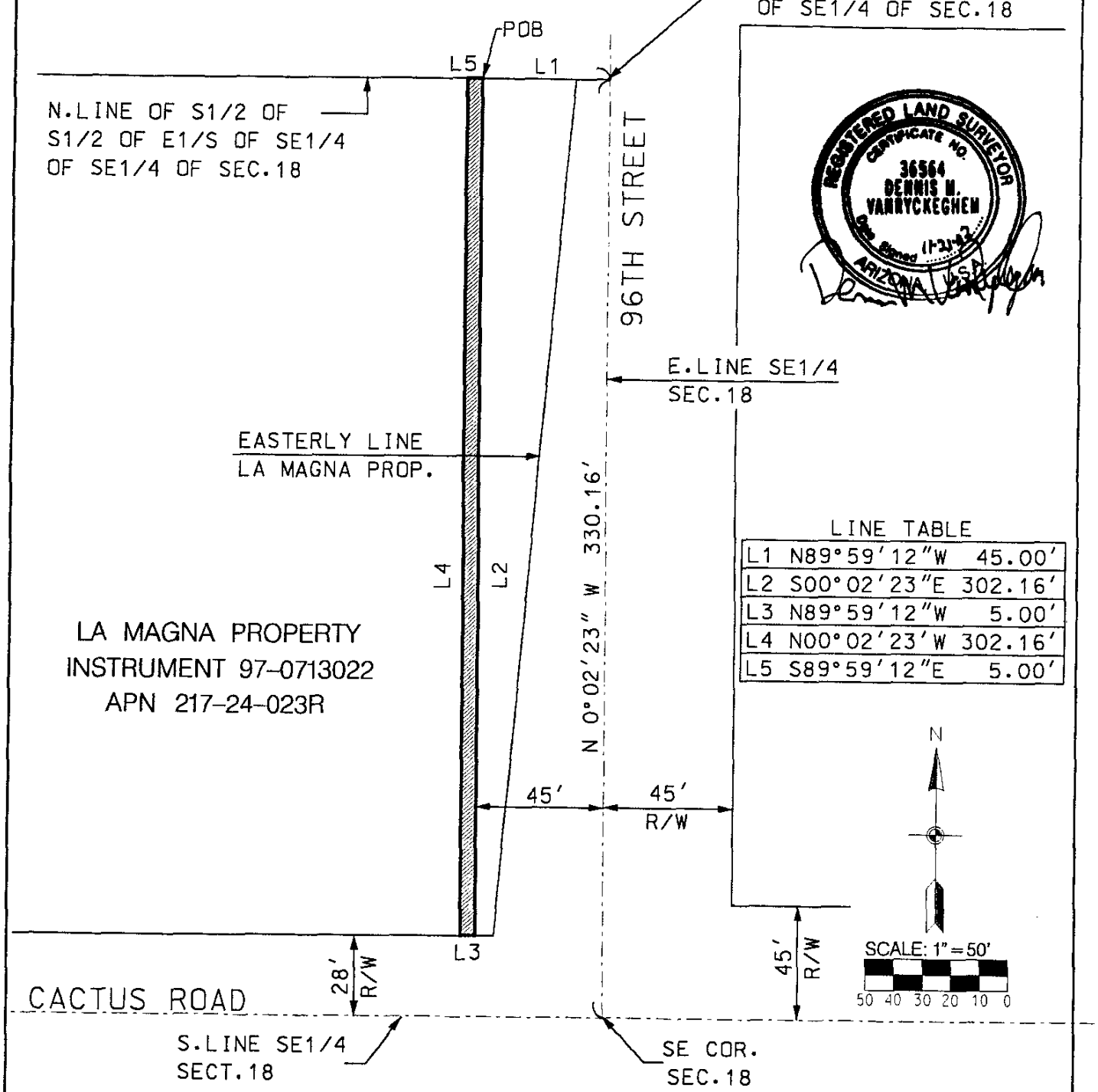
thence North 0°02'23" West parallel with and 50.00 feet west of said East line of the southeast quarter of section 18 a distance of 302.16 feet to the North line of said South half of the South half of the East half of the southeast quarter of the southeast quarter of Section 18;

thence South 89°59'12" East along said North property line 5.00 feet to the POINT OF BEGINNING.

Containing 1510 square feet or 0.0347 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANWYCKEGHEM
Date Signed 11-21-02
ARIZONA U.S.A.

PART OF THE SE 1/4 OF SEC.18, T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO. 36564
DENNIS M. VANRYCKEGHEM
Date Signed 11-21-02
ARIZONA U.S.A.

LINE TABLE

L1	N89°59'12"W	45.00'
L2	S00°02'23"E	302.16'
L3	N89°59'12"W	5.00'
L4	N00°02'23'W	302.16'
L5	S89°59'12"E	5.00'

LANDSCAPE, PUBLIC UTILITY, SLOPE AND PATH EASEMENT 96TH STREET NORTH OF CACTUS ROAD	CITY OF SCOTTSDALE INSPECTION SERVICES DEPARTMENT LAND SURVEY GROUP

APN 217-23-024R	SURVEYED BY D.V.	DRAWN BY D.V.	DATE 11/21/02	SHEET 2 OF 2

LEGAL DESCRIPTION

DRAINAGE EASEMENT

CACTUS ROAD WEST OF 96TH STREET

A portion of the South half of the South half of the East half of the southeast quarter of the southeast quarter of Section 18, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona;

COMMENCING at the southeast corner of said Section 18;

thence North 89°59'12" West along the South line of the southeast quarter of said Section 18 a distance of 451.62 feet;

thence departing said South line North 0°0'48" East 28.00 feet to the southwest corner of the La Magna property, described in Instrument Number 97-0713022, records of said County;

thence North 56°00'00' East 44.64 feet along the westerly line of said La Magna Property to the POINT OF BEGINNING;

thence continuing along said westerly line North 56°00'00" East 58.63 feet;

thence departing said westerly line South 0°00'48' West 32.80 feet;

thence North 89°59'12" West 48.60 feet to the POINT OF BEGINNING.

Containing 797 square feet or 0.0183 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 11-21-02
ARIZONA U.S.A.

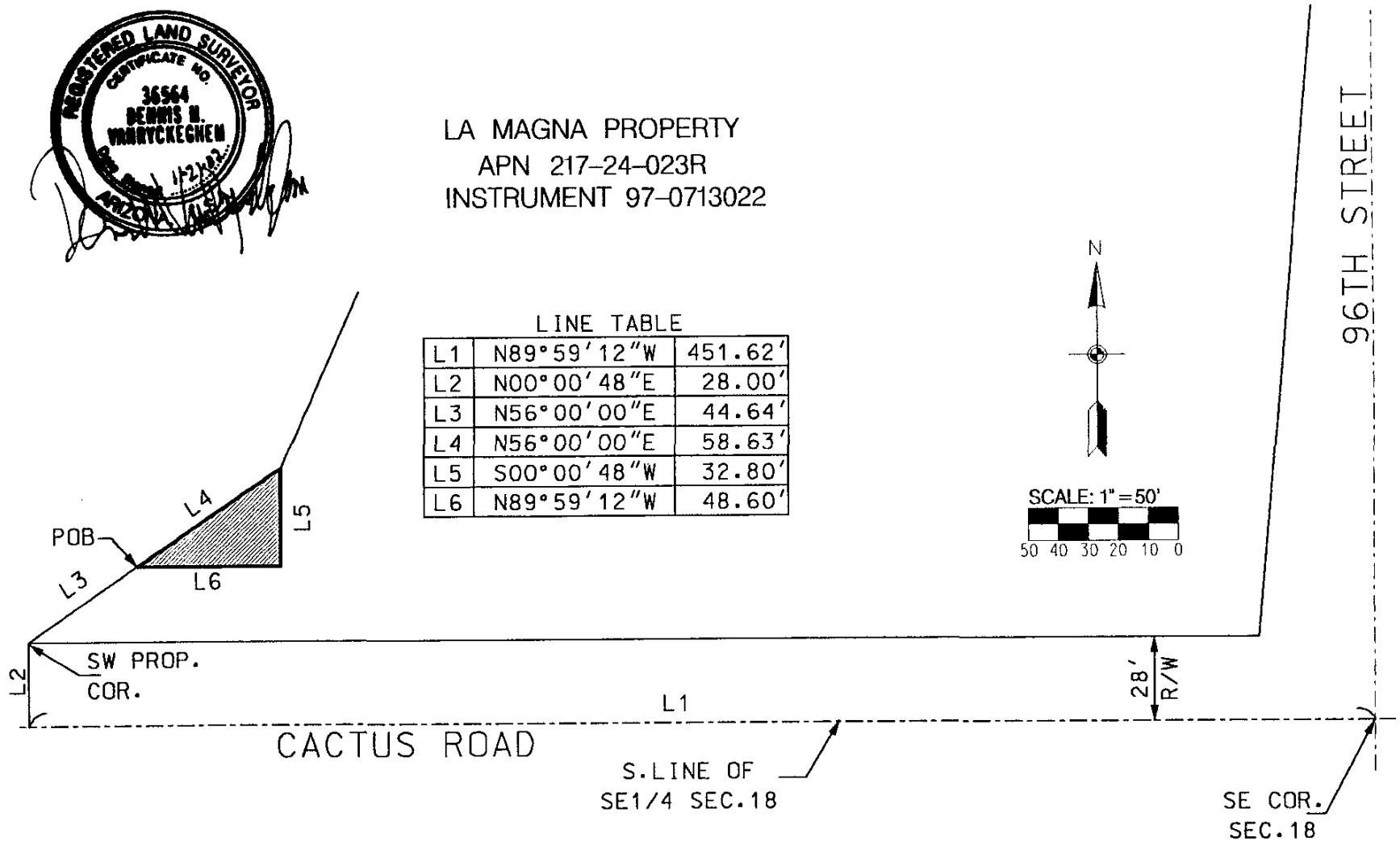
PART OF THE SE 1/4 OF SEC.18, T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS H.
VANRYCKEGHEM
Date Signed 11-21-02
ARIZONA U.S.A.

LA MAGNA PROPERTY
APN 217-24-023R
INSTRUMENT 97-0713022

LINE TABLE

L1	N89°59'12"W	451.62'
L2	N00°00'48"E	28.00'
L3	N56°00'00"E	44.64'
L4	N56°00'00"E	58.63'
L5	S00°00'48"W	32.80'
L6	N89°59'12"W	48.60'



PROJECT NAME DRAINAGE EASEMENT CACTUS ROAD WEST OF 96TH STREET	CITY OF SCOTTSDALE INSPECTION SERVICES DIVISION LAND SURVEY GROUP

PROJECT # 02053	LA MAGNA 217-23-024R	SURVEYED BY: D.V.	DRAWN BY: D.V.	DATE 11/21/02	SHEET 2 OF 2

LEGAL DESCRIPTION

SIGHT TRIANGLE EASEMENT

CACTUS ROAD WEST OF 96TH STREET

A portion of the South half of the South half of the East half of the southeast quarter of the southeast quarter of Section 18, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona;

COMMENCING at the southeast corner of said Section 18;

thence North 89°59'12" West along the South line of the southeast quarter of said Section 18, a distance of 50.00 feet;

thence departing said South line North 0°02'23"parallel with and 50.00 feet West of the East line of said southeast quarter of Section 18 a distance of 53.00 feet to the POINT OF BEGINNING;

thence North 89°59'12' West 25.00 feet;

thence North 45°00'42" East 35.31 feet;

thence South 0°02'23' East parallel with and 50.00 feet west of said East line of the southeast quarter of Section 18 a distance of 25.00 feet to the POINT OF BEGINNING;

Containing 312 square feet or 0.0072 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 1-21-04
ARIZONA U.S.A.

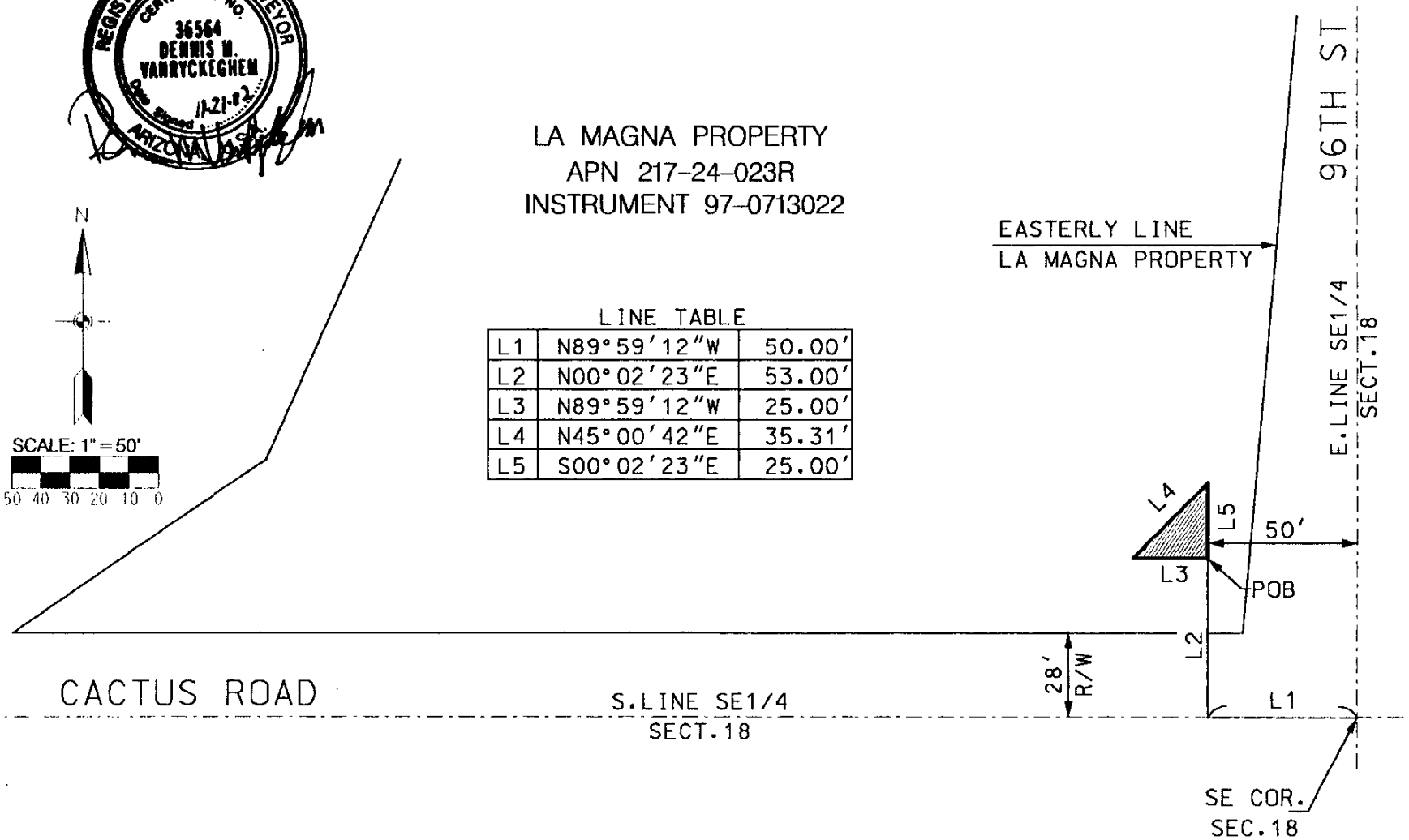
PART OF THE SE 1/4 OF SEC.18, T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 36564
DENNIS M. VANRYCKEGHEM
Date Signed 11-21-02
ARIZONA U.S.A.

LA MAGNA PROPERTY
APN 217-24-023R
INSTRUMENT 97-0713022

LINE TABLE

L1	N89°59'12"W	50.00'
L2	N00°02'23"E	53.00'
L3	N89°59'12"W	25.00'
L4	N45°00'42"E	35.31'
L5	S00°02'23"E	25.00'



PROJECT NAME	
SIGHT TRIANGLE EASEMENT CACTUS ROAD WEST OF 96TH STREET	CITY OF SCOTTSDALE INSPECTION SERVICES DIVISION LAND SURVEY GROUP

PROJECT # 02053	LA MAGNA 217-23-024R	SURVEYED BY: D.V.	DRAWN BY: D.V.	DATE 11/21/02	SHEET 2 OF 2

LEGAL DESCRIPTION

LANDSCAPE, PUBLIC UTILITY, SLOPE AND TRAIL EASEMENT

CACTUS ROAD WEST OF 96TH STREET

That portion of the South half of the South half of the East half of the southeast quarter of the southeast quarter of Section 18, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the southeast corner of said Section 18;

thence North 89°59'12" West along the South line of said southeast quarter of Section 18 a distance of 451.75 feet;

thence departing said South line North 0°0'48" East 28.00 feet to the southwest corner of the La Magna property, described in Instrument Number 97-0713022, records of said County;

thence North 56°00'00" East along the westerly line of said La Magna property 53.83 feet and the POINT OF BEGINNING;

thence continuing along said westerly line North 56°00'00" East 26.61 feet;

thence departing said westerly line South 89°59'12' East parallel with and 73.00 feet North of said South line of the southeast quarter of Section 18 a distance of 329.98 feet;

thence South 45°00'48" West 21.21 feet;

thence North 89°59'12" West 337.21 feet to the POINT OF BEGINNING.

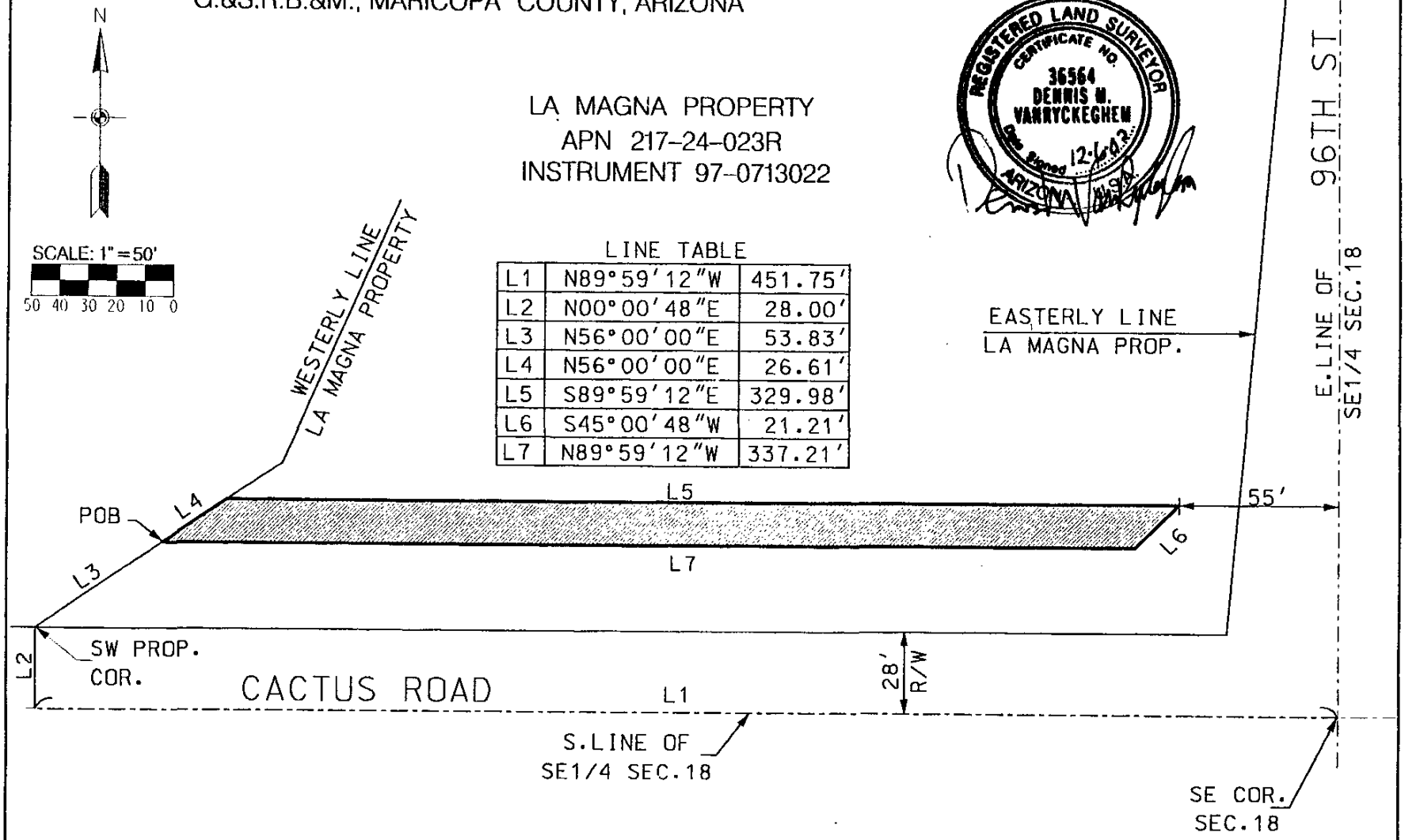
Containing 5004 square feet or 0.1149 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 12-6-02
ARIZONA

PART OF THE SE 1/4 OF SEC.18, T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

LA MAGNA PROPERTY
APN 217-24-023R
INSTRUMENT 97-0713022

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 36564
DENNIS M. VANRYCKEGHEM
Date Signed 12-6-02
ARIZONA U.S.A.



LINE TABLE

L1	N89°59'12"W	451.75'
L2	N00°00'48"E	28.00'
L3	N56°00'00"E	53.83'
L4	N56°00'00"E	26.61'
L5	S89°59'12"E	329.98'
L6	S45°00'48"W	21.21'
L7	N89°59'12"W	337.21'

PROJECT NAME LANDSCAPE, PUBLIC UTILITY, SLOPE AND TRAIL EASEMENT
CACTUS ROAD WEST OF 96TH STREET

CITY OF SCOTTSDALE
INSPECTION SERVICES DIVISION
LAND SURVEY GROUP

PROJECT # 02053	LA MAGNA 217-23-024R	SURVEYED BY: D.V.	DRAWN BY: D.V.	DATE 12/06/02	SHEET 2 OF 2

Basilica Church
217-23-011F

LEGAL DESCRIPTION

ROADWAY AND PUBLIC UTILITY EASEMENT

96TH STREET AND CACTUS ROAD

The East 5.00 feet of the West 50.00 feet of the of the South half of the South half of the West half of the West half of the Southwest quarter of the Southwest quarter of Section 17, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 40.00 feet thereof;

Containing 1450 square feet or 0.0333 acres, more or less.

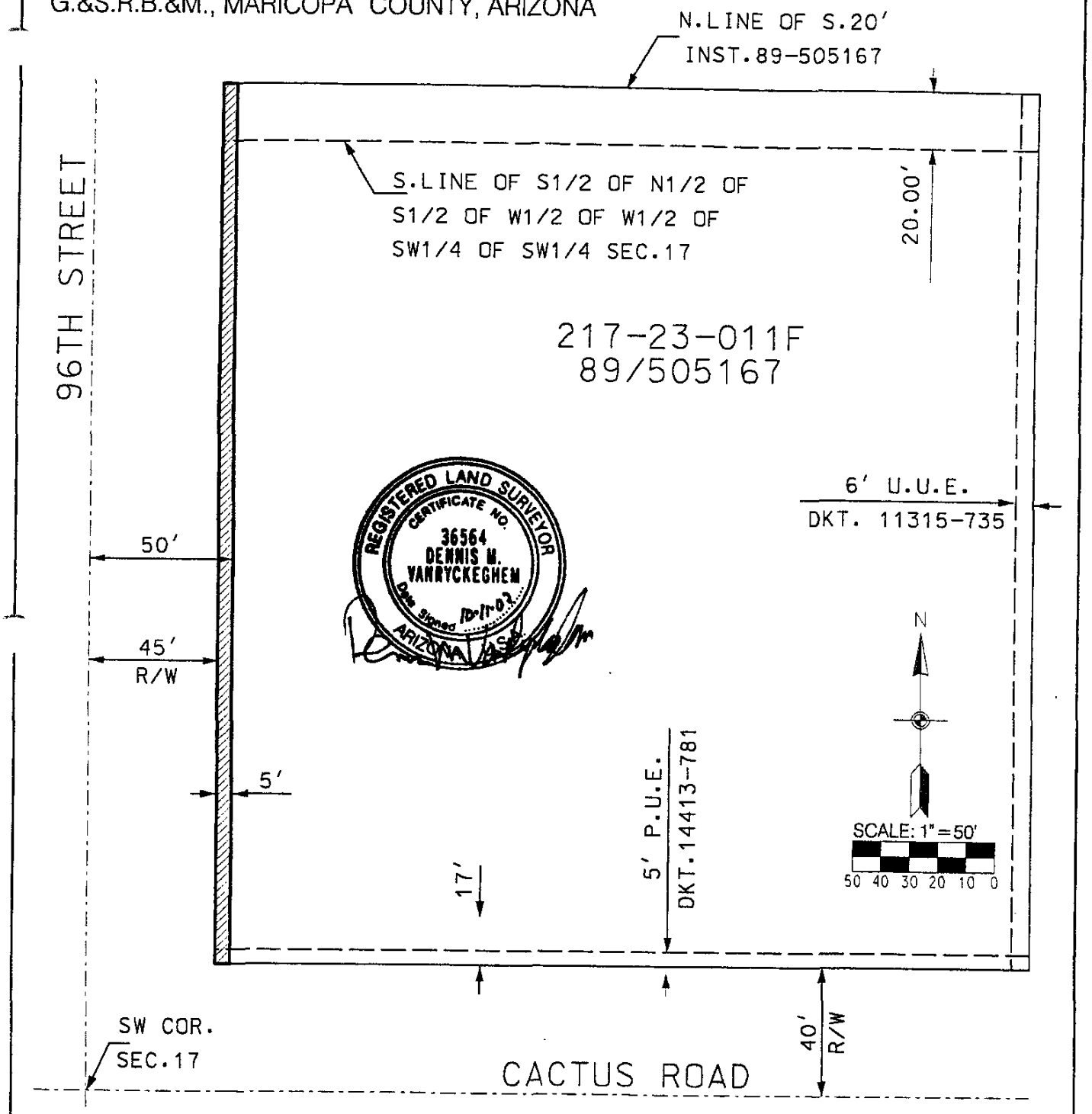
AND

The East 5.00 feet of the West 50.00 feet of the South 20.00 feet of the North half of the South half of the west half of the West half of the Southwest quarter of the Southwest quarter of Section 17, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Containing 100 square feet or 0.0023 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 10-17-02
ARIZONA U.S.A.

PART OF THE SW 1/4 OF SEC.17 T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 10-11-02
ARIZONA U.S.A.

PUBLIC UTILITY AND ROADWAY EASEMENT CACTUS AT 96TH STREET, APN 217-23-011F	CITY OF SCOTTSDALE INSPECTION SERVICES DEPARTMENT LAND SURVEY GROUP

PROJECT # 02053	SURVEYED BY D.V.	DRAWN BY D.V.	DATE 10/11/02	SHEET 2 OF 2

Basilea Church
217-23-011H

LEGAL DESCRIPTION

ROADWAY AND PUBLIC UTILITY EASEMENT

96TH STREET AND CACTUS ROAD

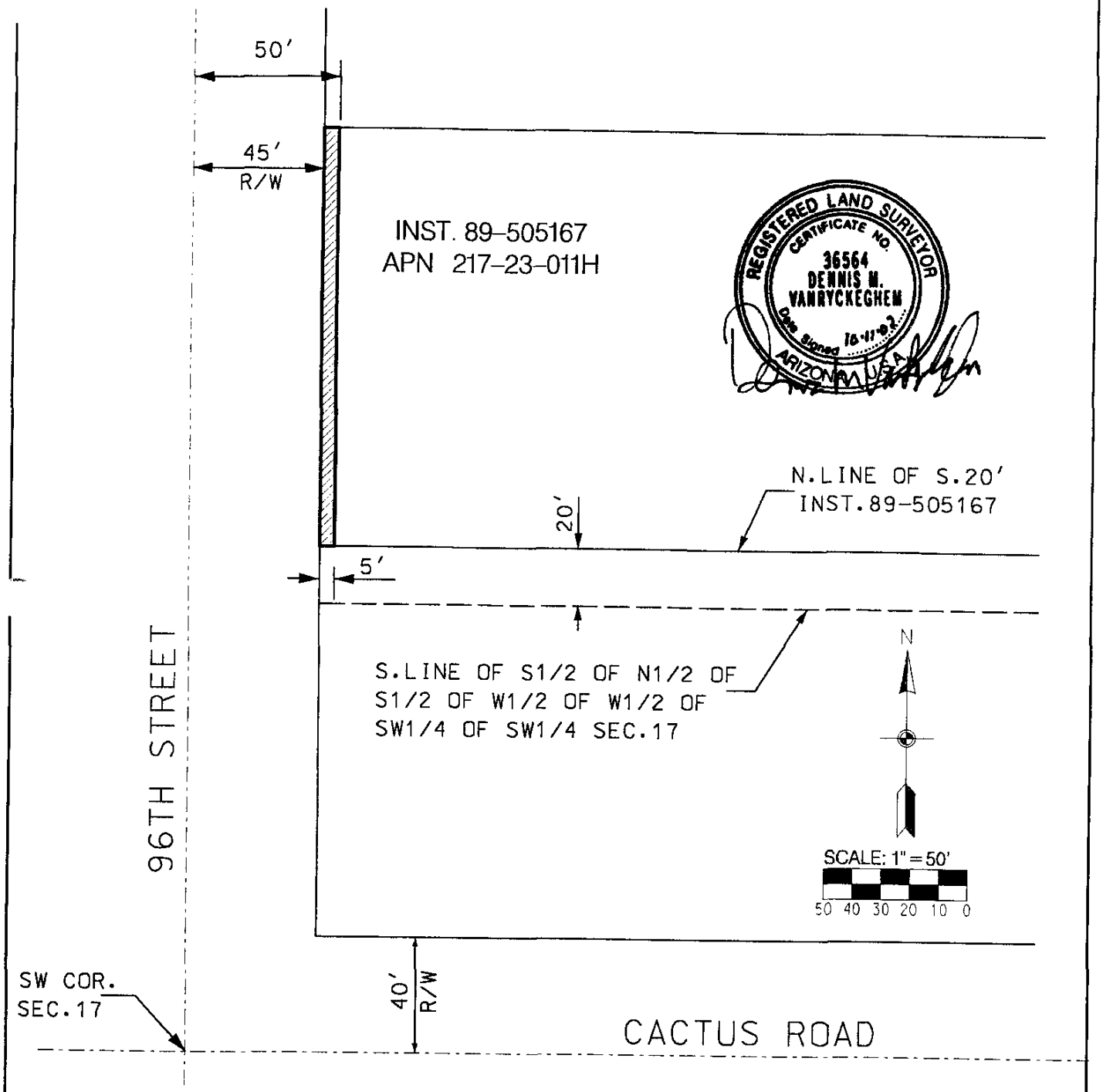
The East 5.00 feet of the West 50.00 feet of the South half of the North half of the South half of the West half of the West half of the Southwest quarter of the Southwest quarter of Section 17, Township 3 North Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 20.00 feet thereof;

Containing 725 square feet or 0.0166 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 10-11-02
ARIZONA U.S.A.

PART OF THE SW 1/4 OF SEC.17, T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



BASILEIA BAPTIST CHURCH 96TH STREET AND CACTUS ROADWAY EASEMENT, APN 217-23-011H	CITY OF SCOTTSDALE INSPECTION SERVICES DEPARTMENT LAND SURVEY GROUP			
PROJECT # 02053	SURVEYED BY D.V.	DRAWN BY D.V.	DATE 10/05/02	SHEET 2 OF 2

Basileia Church
217-23-011F

LEGAL DESCRIPTION

SLOPE, MULTIUSE PATH, DRAINAGE AND UTILITY EASEMENT

96TH STREET AND CACTUS ROAD

The North 17.00 feet of the South 57.00 feet of the South half of the South half of the West half of the West half of the Southwest quarter of the Southwest quarter of Section 17, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 50.00 feet thereof;

Containing 4760 square feet or 0.1093 acres, more or less.

AND

Beginning at a point that lies 50.00 feet East of the West line and 57.00 feet North of the South line of the South half of the South half of the West half of the West half of the Southwest quarter of the Southwest quarter of Section 17, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona;

thence Northerly parallel with and 50.00 feet East of said West line a distance of 10.83 feet;

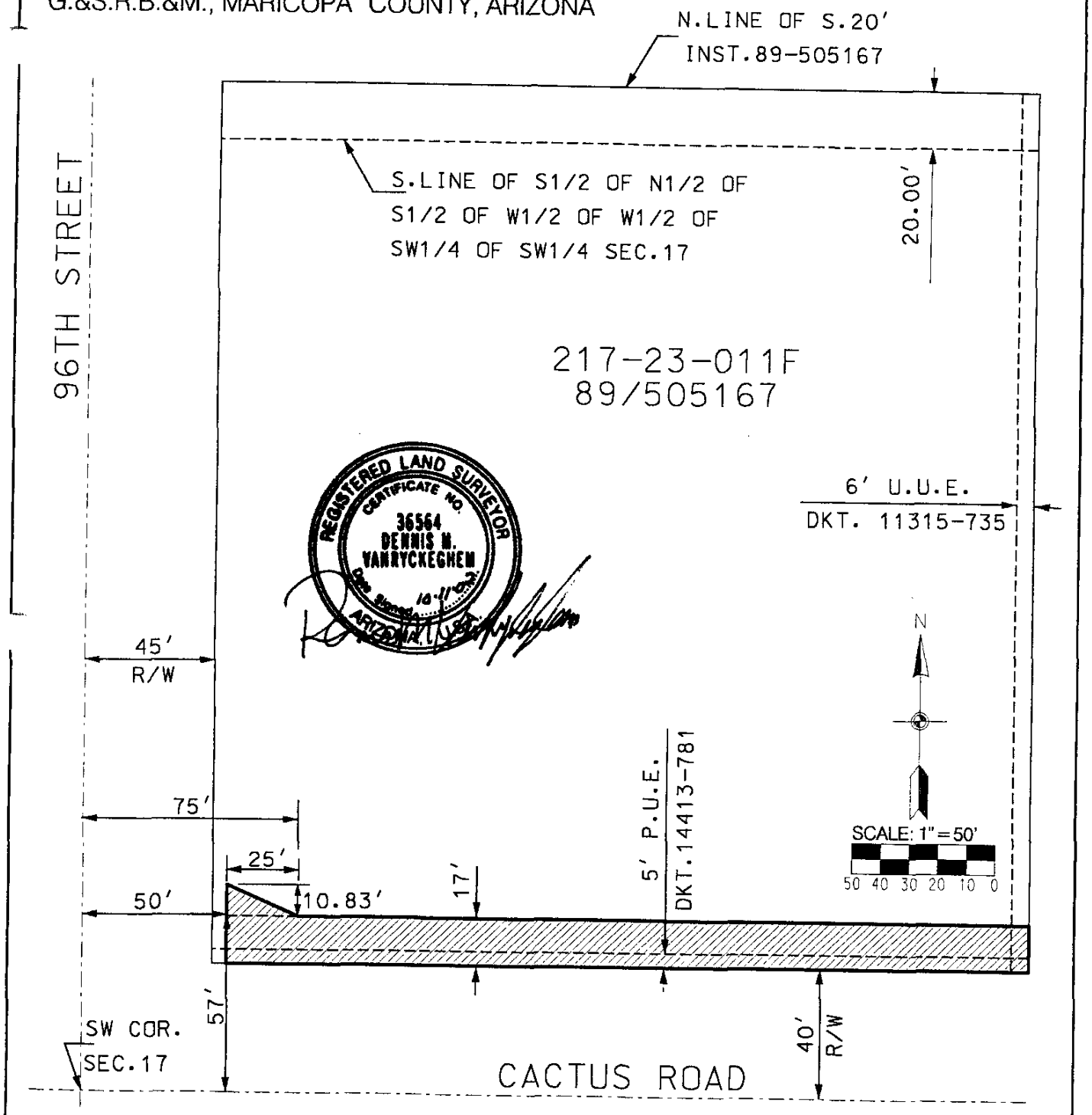
thence Southeasterly to a point which lies 75.00 feet East of said West line and 57.00 feet North of said South line;

thence Westerly 25.00 feet parallel with and 57.00 feet North of said South line to the POINT OF BEGINNING.

Containing 135 square feet or 0.0031 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 10-11-03
ARIZONA U.S.A.

PART OF THE SW 1/4 OF SEC.17 T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



17' SLOPE, MULTI-USE PATH, DRAINAGE AND UTILITY EASEMENT CACTUS AT 96TH STREET, #217-23-011F	CITY OF SCOTTSDALE INSPECTION SERVICES DEPARTMENT LAND SURVEY GROUP

PROJECT # 02053	SURVEYED BY D.V.	DRAWN BY D.V.	DATE 10/11/02	SHEET 2 OF 2

Advance PCS

LEGAL DESCRIPTION

BUS SHELTER EASEMENT

EASTBOUND ON SHEA BOULEVARD AT 96TH STREET

That part of Northeast quarter of Section 30, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the Northeast corner of said Section 30, said corner is marked by a Brass Cap in hand hole at the intersection of Shea Boulevard and 96th Street;

thence South 0°02'50" East 65.00 feet along the East line of said Northeast quarter of Section 30, said line also marks the centerline of 96th Street;

thence departing said East line and said centerline South 89°56'30" West 55.00 feet to the West right of way line of 96th Street;

thence continuing South 89°56'30" West along the South right of way line of Shea Boulevard 220.00 feet to the POINT OF BEGINNING;

thence departing said right of way line South 0°03'30" East a distance of 16.00 feet;

thence South 89°56'30" West 28.00 feet;

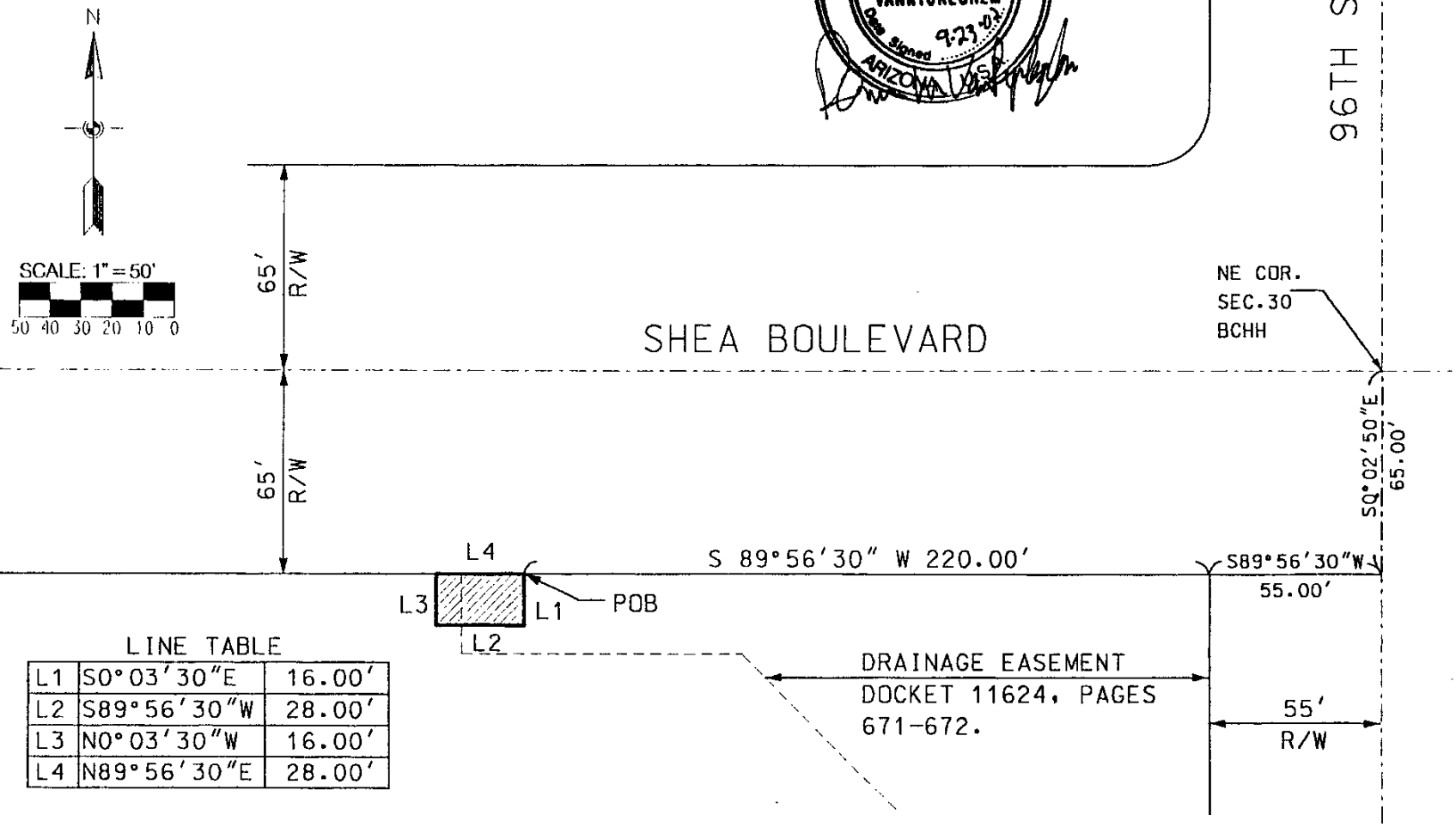
North 0°03'30" West 16.00 feet to said right of way line;

thence North 89°56'30" East along said right of way 28.00 feet to the POINT OF BEGINNING.

Containing 448 square feet or 0.0103 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 9-23-04
ARIZONA U.S.A.

PART OF THE NE 1/4 OF SEC.30 T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



LINE TABLE

L1	S0°03'30"E	16.00'
L2	S89°56'30"W	28.00'
L3	N0°03'30"W	16.00'
L4	N89°56'30"E	28.00'

PROJECT NAME

BUS SHELTER EASEMENT
EASTBOUND SHEA BLVD. AND 96TH STREET

CITY OF SCOTTSDALE
INSPECTION SERVICES DIVISION
LAND SURVEY GROUP

PROJECT # 02053	217-36-001DBS.DGN	SURVEYED BY: D.V.	DRAWN BY: D.V.	DATE 09/17/02	SHEET 2 OF 2

LEGAL DESCRIPTION

SLOPE, SIDEWALK AND LANDSCAPING EASEMENT

EASTBOUND ON SHEA BOULEVARD AT 96TH STREET

That part of Northeast quarter of Section 30, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the Northeast corner of said Section 30, said corner is marked by a Brass Cap in hand hole at the intersection of Shea Boulevard and 96th Street;

thence South 0°02'50" East 65.00 feet along the East line of said Northeast quarter of Section 30, said line also marks the centerline of 96th Street;

thence departing said East line and said centerline South 89°56'30" West 55.00 feet to the West right of way line of 96th Street and the POINT OF BEGINNING;

thence South 0°02'50" East along said West right of way line 25.00 feet;

thence departing said West right of way line South 89°56'30" West 40.00 feet;

thence North 71°37'24" West 63.25 feet;

thence South 89°56'30" West 250.00 feet;

thence North 0°02'50" West 5.00 feet to the South right of way line of Shea Boulevard;

thence North 89°56'30" East along said right of way 350.00 feet to the POINT OF BEGINNING.

Containing 3150 square feet or 0.0723 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 9-23-02
ARIZONA, U.S.A.

PART OF THE NE 1/4 OF SEC.30 T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

N

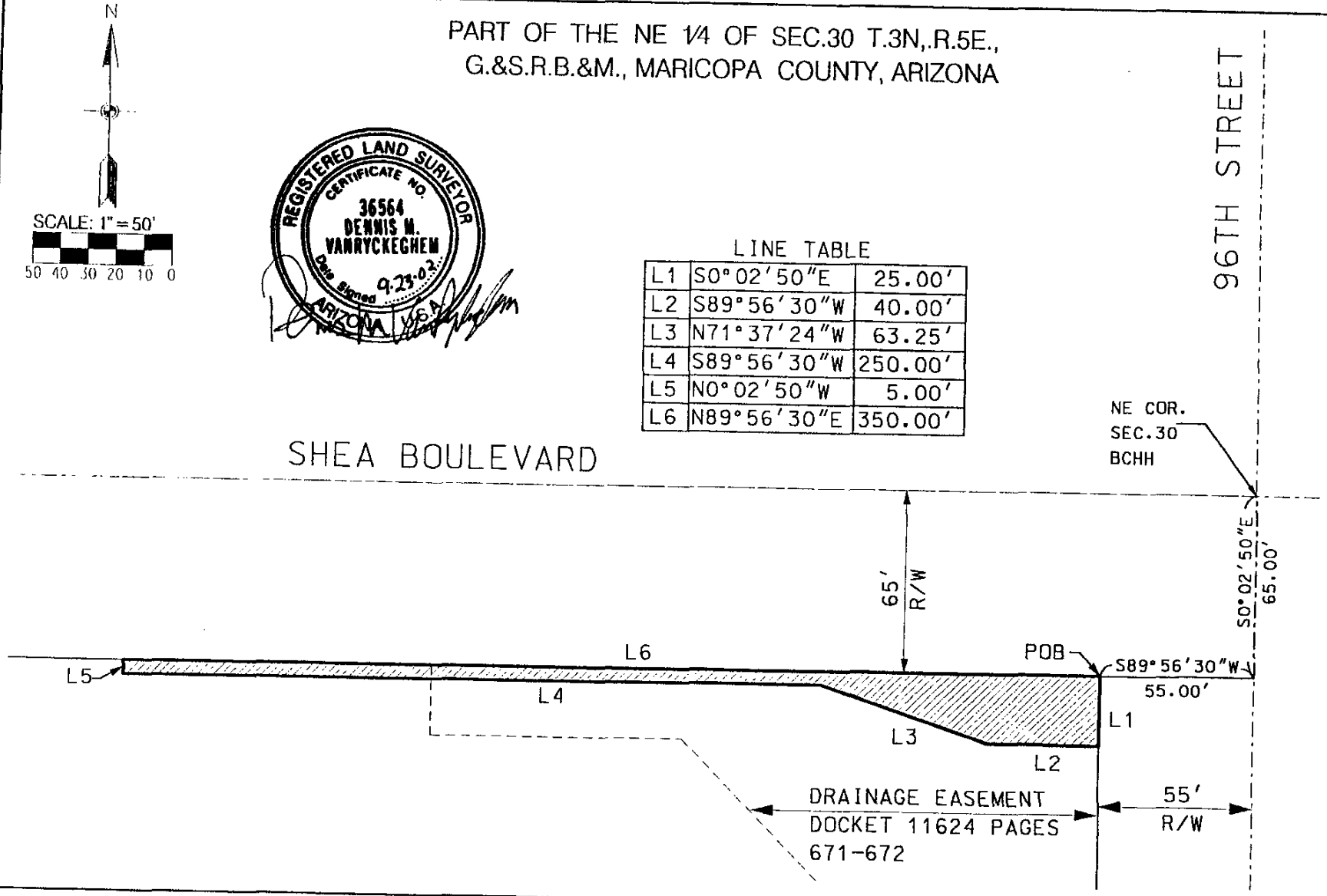
SCALE: 1" = 50'

50 40 30 20 10 0

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 9-23-02
ARIZONA U.S.A.

LINE TABLE

L1	S0°02'50"E	25.00'
L2	S89°56'30"W	40.00'
L3	N71°37'24"W	63.25'
L4	S89°56'30"W	250.00'
L5	N0°02'50"W	5.00'
L6	N89°56'30"E	350.00'



PROJECT NAME
LANDSCAPE AND SIDEWALK EASEMENT
EASTBOUND SHEA BLVD. AND 96TH STREET

CITY OF SCOTTSDALE
INSPECTION SERVICES DIVISION
LAND SURVEY GROUP

PROJECT # 02053	217-36-001D.DGN	SURVEYED BY: D.V.	DRAWN BY: D.V.	DATE 09/16/02	SHEET 2 OF 2

Bent Tree 217-23-011R

LEGAL DESCRIPTION

ROADWAY AND PUBLIC UTILITY EASEMENT

96TH STREET AND CACTUS ROAD

A portion of the real property described in Instrument Number 85-057907, records of Maricopa County, Arizona, lying in a portion of the South 395.00 feet of the North half of the North half of the South half of the West half of the West half of the southwest quarter of the southwest quarter and the North half of the West half of the West half of the southwest quarter of the southwest quarter of Section 17, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

Beginning at a point that lies 50.00 feet East of the southwest corner of said North half of the North half of the South half of the West half of the West half of the southwest quarter of the southwest quarter of Section 17;

thence West along south line 5.00 feet;

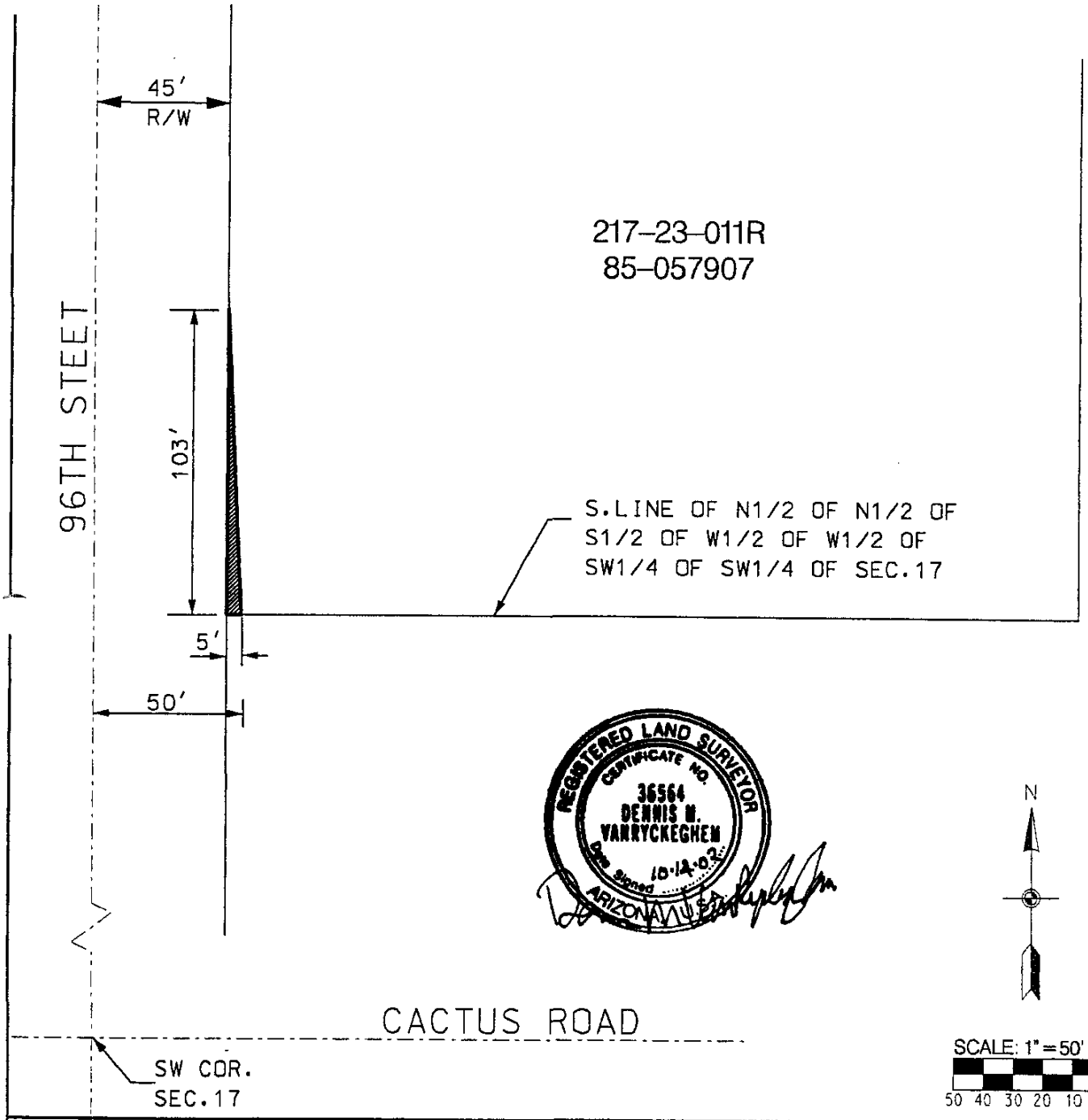
thence North parallel with and 45.00 feet East of the West line of said southwest quarter103.00 feet;

thence southeasterly 103.12 feet, more or less, to the POINT OF BEGINNING.

Containing 258 square feet or 0.0059 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 10-14-02
ARIZONA U.S.A.

PART OF THE SW 1/4 OF SEC.17, T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



ROADWAY AND PUBLIC UTILITY EASEMENT 96TH STREET #217-23-011R			CITY OF SCOTTSDALE INSPECTION SERVICES DEPARTMENT LAND SURVEY GROUP	
PROJECT # 02053	SURVEYED BY D.V.	DRAWN BY D.V.	DATE 10/14/02	SHEET 2 OF 2

Matrazzo - 217-26-103

TRANSPORTATION DEPT.
NOV 11 2002

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT FOR DRIVE RELOCATION AND LANDSCAPING

96TH STREET AND CLINTON AVENUE

A portion of Lot 39, LA TIERRA ESTATES, a subdivision recorded in Book 176, Page 17, records of Maricopa County, Arizona and situated in the South half of the southwest quarter of section 20, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

BEGINNING at the southwest corner of said Lot 39;

thence North 0°04'34" West 263.35 feet along West line of said Lot 39 to the beginning of curve to the right having a radius of 11.96 feet;

thence northeasterly along said curve through a central angle of 90°00'00' a distance of 18.79 feet;

thence South 89°54'36" East 33.04 feet along the North line of said Lot 39;

thence departing said North line South 0°04'34" East 25.00 feet;

thence North 89°54'36" West 40.00 feet;

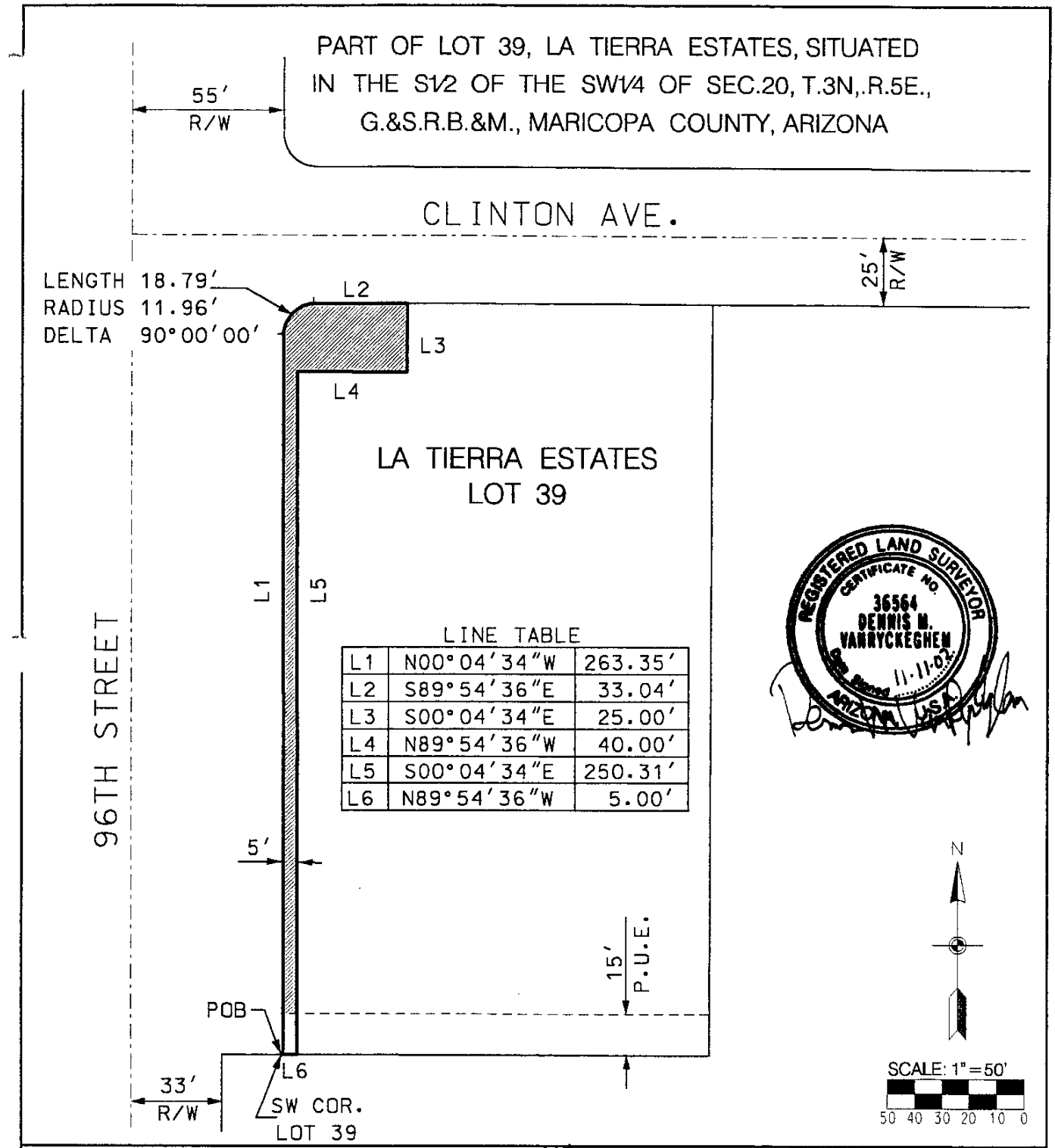
thence South 0°04'34" East 250.31 feet to the South line of said Lot 39;

thence North 89°54'36" West along said South line 5.00 feet to the POINT OF BEGINNING.

Containing 2364 square feet or 0.054 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
11-11-02
ARIZONA U.S.A.

PART OF LOT 39, LA TIERRA ESTATES, SITUATED IN THE S1/2 OF THE SW1/4 OF SEC.20, T.3N,.R.5E., G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



LINE TABLE

L1	N00°04'34"W	263.35'
L2	S89°54'36"E	33.04'
L3	S00°04'34"E	25.00'
L4	N89°54'36"W	40.00'
L5	S00°04'34"E	250.31'
L6	N89°54'36"W	5.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 11-11-02
ARIZONA U.S.A.

TEMPORARY CONSTRUCTION EASEMENT FOR DRIVE RELOCATION & LANDSCAPING 96TH STREET AND CLINTON AVE	CITY OF SCOTTSDALE INSPECTION SERVICES DEPARTMENT LAND SURVEY GROUP

APN 217-26-103	SURVEYED BY D.V.	DRAWN BY D.V.	DATE 11/11/02	SHEET 2 OF 2

LDS Church
217-24-970

LEGAL DESCRIPTION

SIDEWALK EASEMENT

96TH STREET SOUTH OF LARKSPUR

A portion of the real property described in Instrument Number 91-319522, records of Maricopa County, Arizona, lying in a portion of the northeast quarter of the southeast quarter of the southeast quarter of Section 18, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the northeast corner of said northeast quarter of the southeast quarter of the southeast quarter of said Section 18;

thence South 0°04'29"East (an assumed bearing) along the East line of the northeast quarter of the southeast quarter of the southeast quarter of said Section 18, a distance of 300.67 feet;

thence departing said East line South 89°57'16" West 45.00 feet to the West line of 96th Street and the POINT OF BEGINNING;

thence South 0°04'29" East along said West line 60.00 feet;

thence departing said West line South 89°57'16" West 10.00 feet;

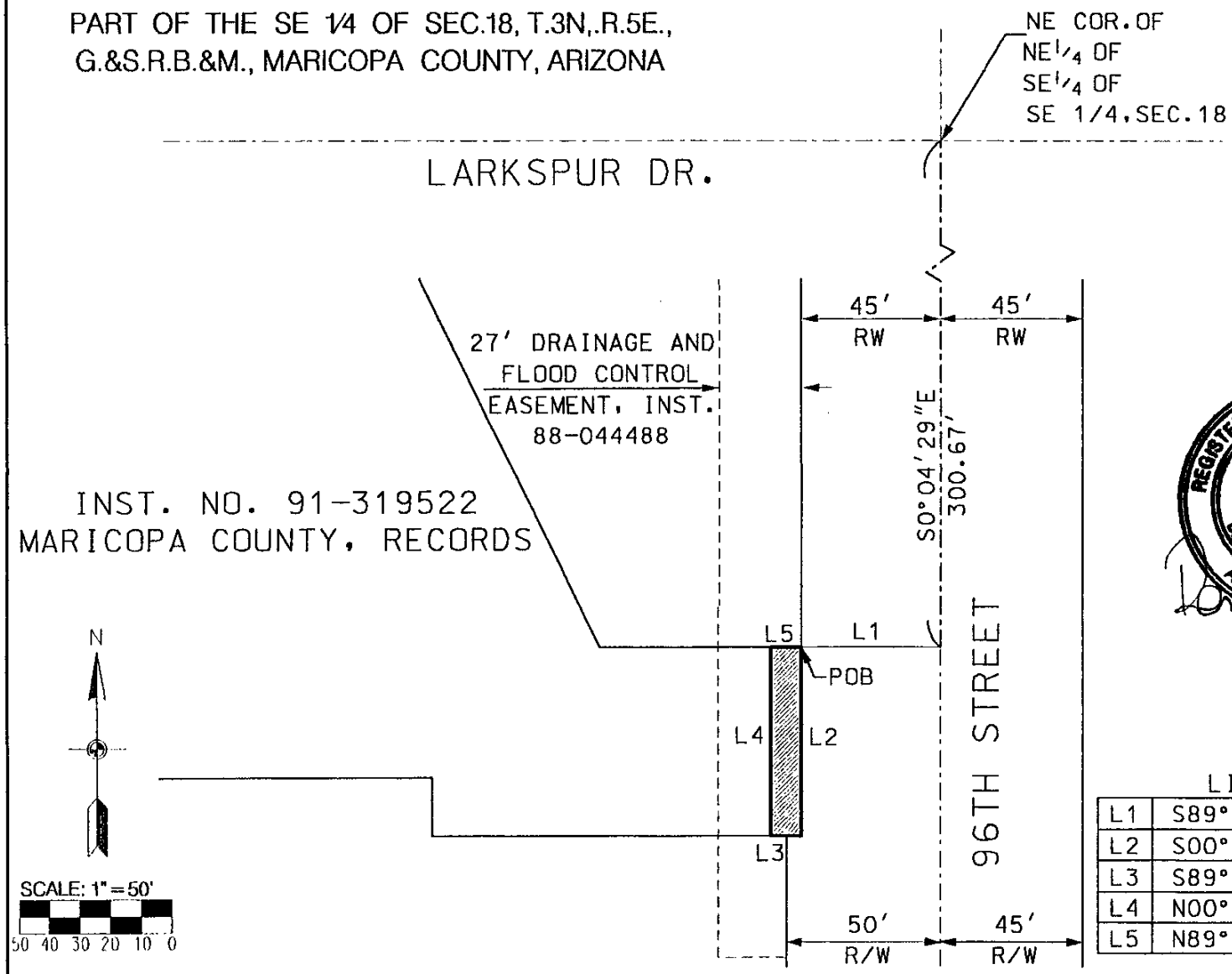
thence North 0°04'29" West 60.00 feet;

thence North 89°57'16" East 10.00 feet to the POINT OF BEGINNING;

Containing 600 square feet or 0.0138 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 10-15-92
ARIZONA U.S.A.

PART OF THE SE 1/4 OF SEC.18, T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



LINE TABLE

L1	S89°57'16"W	45.00'
L2	S00°04'29"E	60.00'
L3	S89°57'16"W	10.00'
L4	N00°04'29"W	60.00'
L5	N89°57'16"E	10.00'

PROJECT NAME

SIDEWALK EASEMENT
96TH STREET SOUTH OF LARKSPUR

CITY OF SCOTTSDALE
INSPECTION SERVICES DIVISION
LAND SURVEY GROUP

PROJECT # 02053	217-24-970.DGN	SURVEYED BY: D.V.	DRAWN BY: D.V.	DATE 10/15/02	SHEET 2 OF 2

LEGAL DESCRIPTION

PUBLIC UTILITY EASEMENT

WESTBOUND ON SHEA BOULEVARD AT 96TH STREET

That part of Southeast quarter of Section 19, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the Southeast corner of said Section 19, said corner is marked by a Brass Cap in hand hole at the intersection of Shea Boulevard and 96th Street;

thence North 0°01'13" West along the East line of said Southeast quarter of Section 19 and along the monument line of 96th Street 90.00 feet;

thence departing said East line and said monument line South 89°57'41" West 55.00 feet to the West right of way line of 96th Street and the POINT OF BEGINNING;

thence South 0°02'14" East along said right of way line 5.00 feet to the beginning of a curve concave to the northwest the radius of which bears South 89°57'46" West a distance of 20.00 feet;

thence Southwesterly along said curve and said west right of way line through a central angle of 89°59'33" a distance of 31.41 feet;

thence South 89°57'41" West along the North right of way line of Shea Boulevard 123.54 feet;

thence departing said right of way line North 0°02'19"West 5.00 feet;

thence North 89°57'41" East 123.54 feet;

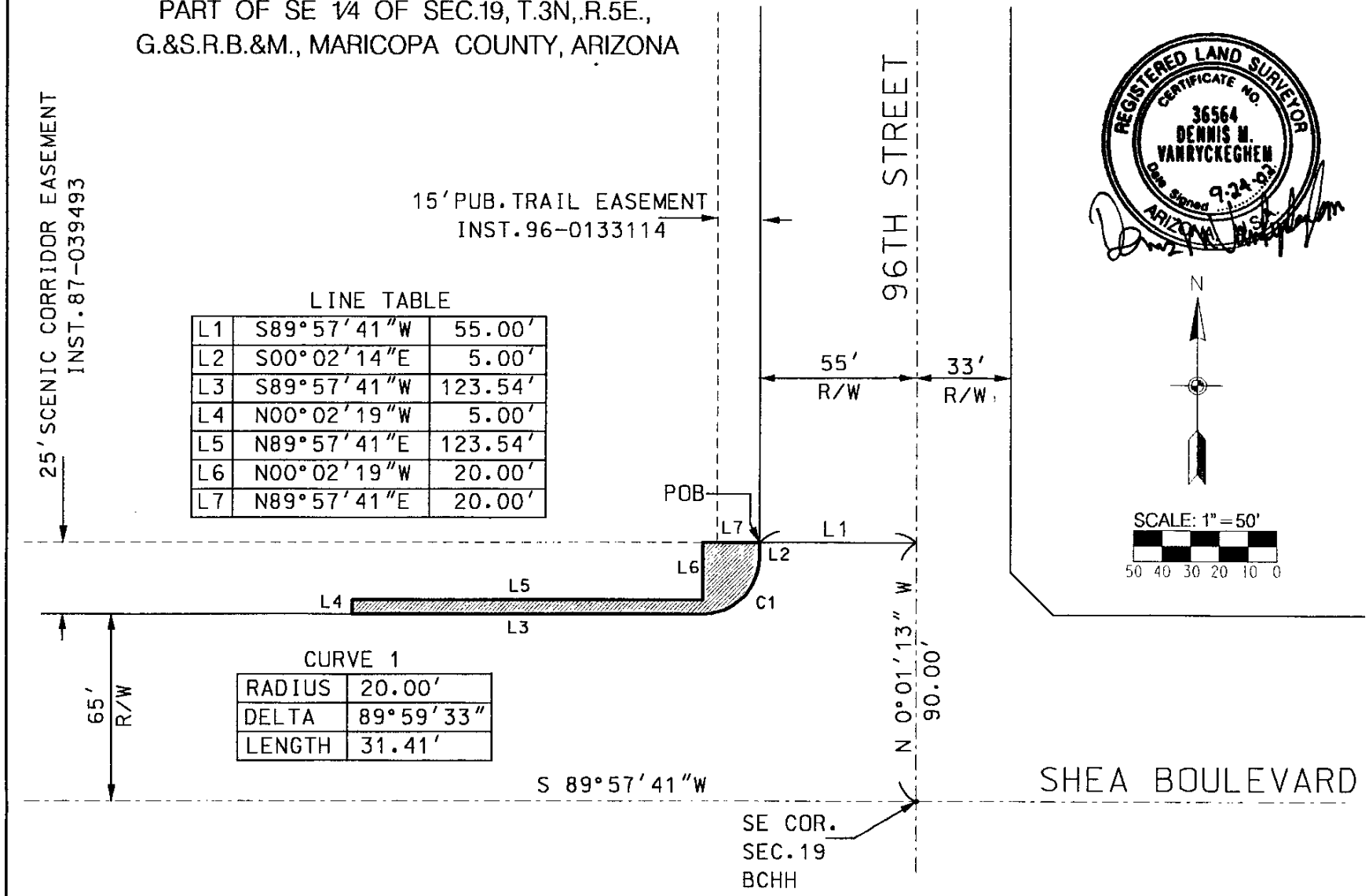
thence North 0°02'19" West 20.00 feet;

thence North 89°57'41" East 20.00 feet to the POINT OF BEGINNING;

Containing 1035 square feet or 0.0238 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
Date Signed 9-24-02
ARIZONA U.S.A.

PART OF SE 1/4 OF SEC.19, T.3N,.R.5E.,
G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



LINE TABLE

L1	S89°57'41"W	55.00'
L2	S00°02'14"E	5.00'
L3	S89°57'41"W	123.54'
L4	N00°02'19"W	5.00'
L5	N89°57'41"E	123.54'
L6	N00°02'19"W	20.00'
L7	N89°57'41"E	20.00'

CURVE 1

RADIUS	20.00'
DELTA	89°59'33"
LENGTH	31.41'

PROJECT NAME

PUBLIC UTILITY EASEMENT
WESTBOUND SHEA AT 96TH STREET

CITY OF SCOTTSDALE
INSPECTION SERVICES DIVISION
LAND SURVEY GROUP

PROJECT # 02053	217-57-567G.DGN	SURVEYED BY: D.V.	DRAWN BY: D.V.	DATE 09/25/02	SHEET 2 OF 2

G & I Development
217-15-021 (Revised)
1/02/03

LEGAL DESCRIPTION

MULTI-USE PATH AND SLOPE EASEMENT

96TH STREET SOUTH OF REDFIELD ROAD

That portion of Lot 35, of Section 7, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the southeast corner of said Lot 35;

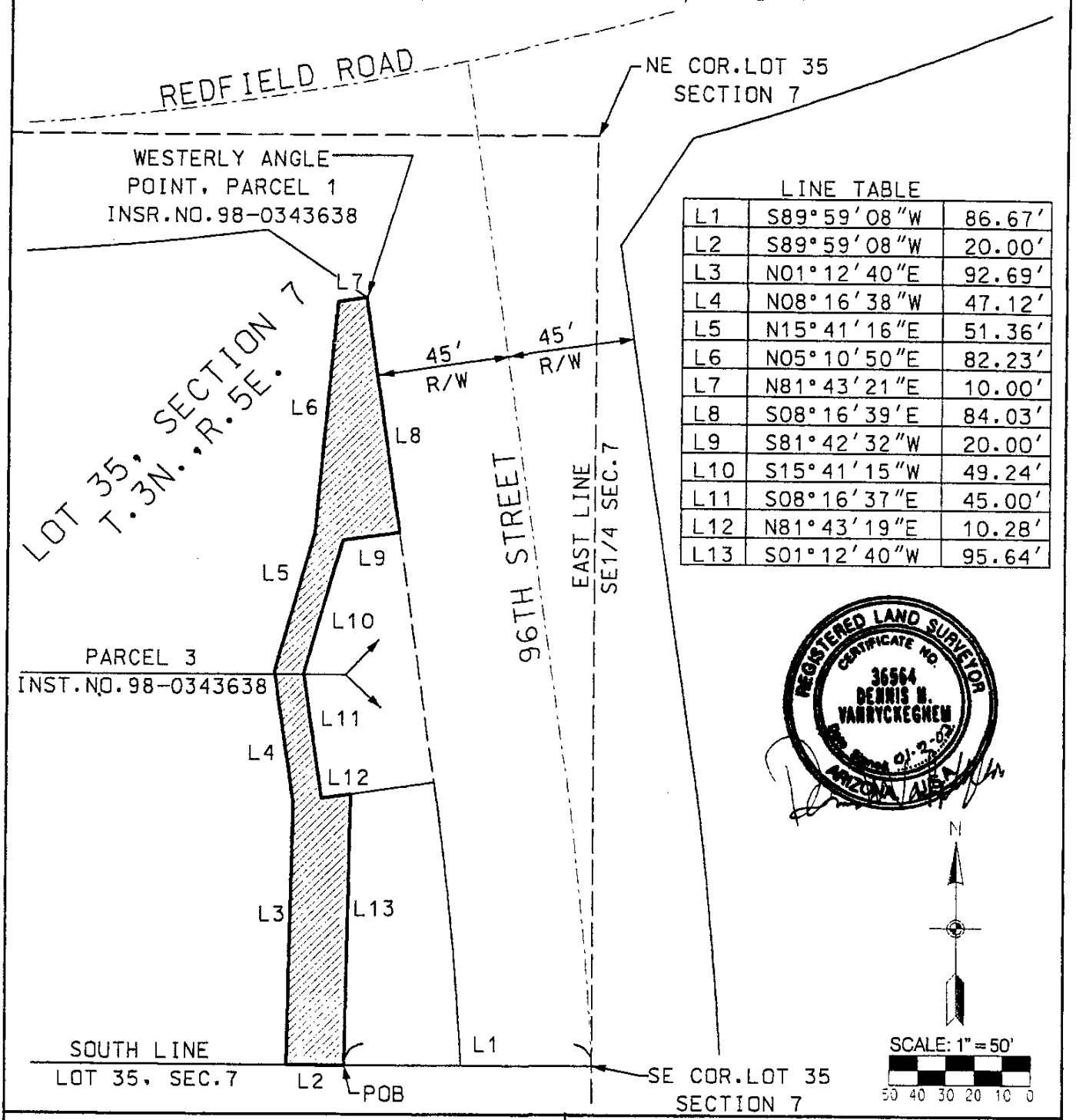
thence South 89°59' 08" West along the South line of said Lot 35, a distance of 86.67 feet to the POINT OF BEGINNING;

thence continuing South 89°59'08" West along said South line a distance of 20.00 feet;
thence departing said South line North 1°12'40" East 92.69 feet;
thence North 8°16'38" West 47.12 feet;
thence North 15°41'16" East 51.36 feet;
thence North 5°10'50" East 82.23 feet;
thence North 81°43'21" East 10.00 feet to the westerly line of 96th Street according to Parcel 1 of Instrument Number 98-0343638, records of said County;
thence South 8°16'39" East 84.03 feet along said westerly line to the northeast corner of Parcel 3 of said Instrument 98-03436338;
thence departing said westerly line South 81°42'32" West along the northerly line of said Parcel 3 a distance of 20.00 feet to the northwest corner of said Parcel 3;
thence South 15°41'15" West along the westerly line of said Parcel 3 a distance of 49.24 feet;
thence continuing South 8°16'37" East along the westerly line to the southwest corner of said Parcel 3 a distance of 45.00 feet;
thence North 81°43'19" East along the southerly line of said Parcel 3 a distance of 10.28 feet;
thence departing said South line South 1°12'40" West 95.64 feet to the POINT OF BEGINNING.

Containing 4512 square feet or 0.1036 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
06-2-03
ARIZONA U.S.A.

PART OF LOT 35, SITUATED IN THE SE 1/4 OF
SEC.7, T.3N.,R.5E., G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA



LINE TABLE

L1	S89°59'08"W	86.67'
L2	S89°59'08"W	20.00'
L3	N01°12'40"E	92.69'
L4	N08°16'38"W	47.12'
L5	N15°41'16"E	51.36'
L6	N05°10'50"E	82.23'
L7	N81°43'21"E	10.00'
L8	S08°16'39'E	84.03'
L9	S81°42'32"W	20.00'
L10	S15°41'15"W	49.24'
L11	S08°16'37"E	45.00'
L12	N81°43'19"E	10.28'
L13	S01°12'40"W	95.64'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36564
DENNIS M.
VANRYCKEGHEM
01-3-03
ARIZONA, U.S.A.

MULTI-USE PATH AND SLOPE EASEMENT
96TH STREET SOUTH OF REDFIELD ROAD

CITY OF SCOTTSDALE
INSPECTION SERVICES DEPARTMENT
LAND SURVEY GROUP

APN 217-15-021	SURVEYED BY D.V.	DRAWN BY D.V.	DATE 12/17/02	SHEET 2 OF 2

ROADWAY ROW & EASEMENT ACQUISITIONS
96TH St. Improvements (Shea to Thunderbird)

Parcel	Location	Estimated Price-s.f./ac	Type ROW/Esmt.	Estimated Acq. Costs
Charter Oak HOA (217-60-089)	NW & SWC 96th St.& Charter Oak	$295,000/acre	TCE (Temporary Construction Easement) 600 s.f.	= **$70**/ 2 mos.
La Magna (217-23-024R)	NWC of Cactus & 96th St.	$260,000/acre	Rd row (6,047 s.f.)	= $36,100
			Lndscp, pue, slope, Path (1,510 s.f.)	= $ 9,100
			Drainage (795 s.f.)	= $ 4,800
			Sight Triangle (312 s.f.)	= $ 1,000
			1st Lndscp, PU, slope, & Trail Esmt (11,593 s.f.)	= $69,200
			2nd Lndscp, PU, slope, & Trail Esmt (5,004 s.f.)	= $29,900
			La Magna Total	**= $150,100**
Basileia Church (217-23-011H & 011F)	NEC Cactus & 96th St.	$240K/acre	Rd row/ pue (2,275 s.f.)	= $12,500
			Slope, multi-use, drng., util. (4,895 s.f.)	= $25,600
			Basileia Total	= **$38,100**
Drug (AZ) QRS. Ors 14-41, Inc (Advance PCS) (217-36-001d)	SWC Shea and 96th	$9 /s.f.	Bus shltr (448 s.f.)	= $ 4,100
			Slope, sdwlk, lndsc 3,150 s.f.	= $27,000
			Drug (AZ) ORS Total	= **$31,100**
Bent Tree (217-23-011R)	455' N of NEC of 96th St. and Cactus	$260K/acre	Rd. row& pue (258 s.f.)	= **$ 1,600**
Matrazzo- (217-26-103)	SEC Clinton & 96th St.	$275K/acre	TCE (2,364 s.f.0	= **$ 250**/2 mos.
LDS Church (217-24-970)	SWC Larkspur Dr. & 96th St	$260K/acre	Sidewalk (600 s.f.)	= **$ 3,700**
Shepherd of Desert Church (217-57-567G)	NWC Shea & 96th St.	$7 /s.f.	PUE (1,035 s.f.)	= **$ 3,700**
G & I Redfiel Development (217-15-21)	SWC Redfield & 96th St.	$7.50 s.f.	Multi-use path & slope (4,512 s.f.)	= **$33,900**

Estimated Total of All ROW/Easement Acquisitions = **$262,520**

Attachment No. 5

CITY COUNCIL REPORT

MEETING DATE: 02/18/2003 ITEM NO. 8 GOAL: Neighborhoods

SUBJECT

Consent to a Sublease between Boys and Girls Clubs of Scottsdale and VoiceStream PCS III, d.b.a. T-Mobile on Ground Lease Property at Scottsdale Ranch Park

REQUEST

Adopt Resolution No. 6243 consenting to a sublease between the Boys and Girls Clubs of Scottsdale ("Club") and T-Mobile for the installation of low power, rooftop mounted, wireless communication equipment on the existing Club facility located at Scottsdale Ranch Park, 10400 East Via Linda Street.

Related Policies, References: Original Ground Lease Agreement No. 870366 dated April 4, 1988; Amended Ground Lease Agreement increasing land area from 1.57 acres to 1.66 acres dated April 30, 1990; Resolution No. 5689 amending Ground Lease Agreement increasing land area from 1.66 acres to 3.10 acres dated December 4, 2000; Resolution No. 6159 authorizing an amendment to Agreement No. 870366A allowing for additional non-recreational uses of the property dated October 7, 2002.

City of Scottsdale Zoning Ordinance, Section 5.402 A. 1., the R1-10 (Residential) District, Section 3.100 (PWSF Minor) and Section 7.200 H. The site received Development Review administrative approval on May 3, 2002 (Attachment No. 3).

BACKGROUND

In 1988, the Boys and Girls Clubs of Scottsdale (under the previous name of Scottsdale Boys Club) was granted a long-term lease for the design and construction of a Boys and Girls Club at their cost and the provision of recreational-based programs at the master planned Scottsdale Ranch Park. In addition to typical park facilities, the site includes a tennis center, senior center, interpretive garden, Laguna Elementary School and the Boys/Girls Club. By allowing the Boys/Girls Club to develop their facility on this site the City did not have to build a community center to meet the demands for children's programs in this area. In keeping up with the demand for expanded services, the Club requested and was granted two amendments to the original ground lease enlarging the size of the leased property for future expansion of the facility. Current membership at the facility is 1,500 with 315 children using this facility on a daily basis.

In January 2002, the Club formally requested the approval of the City for the installation of roof top mounted wireless communication equipment on the facilities. The intent of the request was to allow the Club to pursue an additional source of revenue to augment their traditional funding sources. This need is

evident in light of the adverse impact of current national and local economies on non-profit organizations in our community. In response to the Club's request, the City Council adopted Resolution No. 6159 on October 7, 2002 which amended the lease to allow non-recreational uses at the facility.

The proposed sublease was negotiated by the Club and is an exhibit to the attached Resolution No. 6243. The sublease includes the following general terms and conditions:

- A five-year initial term with five additional five-year renewal terms for a total of 30 years. The initial term of the Club's lease is through April 3, 2038, with an option to extend the lease an additional 25 years.
- Rent of $1,250 per month with a 15% escalation every five years. Revenue goes to the Boys and Girls Club.
- The Site includes nine mounted "stealth" antennas on the roof of the Club building and comply with the zoning ordinance. The antennas will be imbedded in the roof parapet at three corners of the roof. They will not be visible from outside the building.
- All improvements, utilities and costs associated with the site are the responsibility of VoiceStream.
- T-Mobile provides $1,000,000 in liability insurance
- T-Mobile provides the Club and City written certification that the facility complies with FCC RF Exposure Guidelines

ANALYSIS & ASSESSMENT

Recent staff action. Since the adoption of Resolution No. 6159, the City's Asset Management staff and City Attorney's Office provided input to the Club for its negotiations with T-Mobile to insure that the City's interest in the property protected.

Policy implications. The rent for the proposed sublease ($1,250 per month) is less than the current market rent for eight other wireless sites on City property, which average $1,920 per month. This average includes $2900 per month for two sites in Aztec Park, which is a prime wireless location. The City's average drops to $1593 per month when the Aztec Park sites are not included. The Club's site is significantly different from other City sites.

- The proposed antennas will be 35 feet high instead of the typical height of over 60 feet.
- The site does not include an equipment building, which average 262 S.F. for City sites.
- The site is a "stealth" site. The clock tower at McCormick Ranch Park is the only other "stealth" site on City property.

This site's uniqueness justifies consideration for a reduced rent, but this rental amount should not be used as a precedent for future wireless sites on City property.

Community involvement. In compliance with the City's community notification process, on March 25, 2002 T-Mobile sent out 38 notices to property owners within a 300-foot radius of the property boundary on which the facility is located. The notices contained a project overview, contact name and addresses, an explanation of the project, sketch of the proposed improvements and gave the normal one-month period to contact the applicant or City with comments. Neither the City nor T-Mobile received any objections from residents. The Scottsdale Ranch Property Owners Association also reviewed the plans and had no objections.

RESOURCE IMPACTS

Available funding. There is no fiscal impact incurred by the City by this action. Improving the Club's financial health and ability to provide recreational services to children will result in less demand for City recreational programs in this service area as originally planned.

Staffing, workload impact. There will be no staffing or workload impacts on the City by this action.

Maintenance requirements. No maintenance impacts will be imposed on the City as a result of this action.

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Adopt Resolution No. 6243, which approves the sublease agreement.

Description of Option B: Reject Resolution No. 6243. This action will prevent the Club from entering into an agreement with T-Mobile and eliminate a potential source of revenue for the Club.

Recommended Approach: Adopt Resolution No. 6243, which allows the Club to enter into an agreement with T-Mobile, provide an additional funding source for the Club and enhance its ability to continue funding social and recreational services to the youth of our community. The action satisfies City Council Goal A, which strives to enhance and protect a diverse and family-oriented community where neighborhoods are safe, protected from adverse impacts, and well maintained.

Proposed Next Steps: Once the City approves the sublease T-Mobile will commence construction of the wireless antenna site.

RESPONSIBLE DEPT(S)

Municipal Services/Asset Management, Information Systems, Community Services

STAFF CONTACTS

Ron King, Asset Management Coordinator, (480) 312-7042, rking@scottsdaleaz.gov
Don Penfield, Community Services Advisor, (480) 312-7921, dpenfield@scottsdaleaz.gov

APPROVED BY

2/03/03
Date

Al Dreska
Municipal Services, General Manager
adreska@scottsdaleaz.gov, (480) 312-5555

Jan 31, 2003
Date

Carder Hunt
Information Systems, General Manager
chunt@scottsdaleaz.gov, (480) 312-2795

William J. S. Exham, Jr.
Community Services, General Manager
bexham@scottsdaleaz.gov, (480) 312-2377

1/28/03
Date

Barbara Burns
Assistant City Manager
bburns@scottsdaleaz.gov

2/4/03
Date

ATTACHMENTS

1. Resolution No. 6243
2. Aerial Photo of Boys and Girls Club
3. Administrative Approval of Wireless Application

RESOLUTION NO. 6243

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONSENT TO A SUBLEASE BETWEEN THE CITY'S LESSEE, THE SCOTTSDALE BOYS AND GIRLS CLUB, AN ARIZONA NON-PROFIT CORPORATION ("CLUB") AND VOICESTREAM PCS III CORPORATION, A DELAWARE CORPORATION ("VOICESTREAM") FOR A WIRELESS COMMUNICATION FACILITY.

WHEREAS, the City owns title to certain real property located at 10515 E. Lakeview Drive; and

WHEREAS, on April 4, 1988 the City and the Club entered into Lease Agreement No. 870366 ("Lease") of the above real property for the purpose of constructing and operating a non-profit, recreation-based facility; and

WHEREAS, on April 30, 1990 the Lease was amended by increasing the maximum size of the Club's "Planned Improvements" and the size of the leased area; and

WHEREAS, on December 4, 2000 the Lease was amended by increasing the maximum size of the Club's "Planned Improvements" and the size of the leased area to that approved in the original master plan for the area; and

WHEREAS, on October 7, 2002 the lease was amended to permit the City to consent to additional uses of the Premises other than those allowed in Article VII.A of the Lease.

WHEREAS, the Club has negotiated a Sublease with VoiceStream for a wireless communication facility and desires that the City consent to the use and to the Sublease, attached hereto as Exhibit "A".

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Arizona as follows:

Section 1. The City of Scottsdale consents to the Sublease between the Club and VoiceStream and to the uses provided for therein.

Section 2. The City's consent is on the condition that the Sublease is subordinate to Lease Agreement No. 870366.

Section 3. The City's consent shall not be construed as a waiver of any term, covenant, provision or condition of the Lease and on the part of the City thereunder to be observed and performed.

Section 4. The consent shall not release the Club from any liability under the Lease.

Section 5. If the Lease terminated for any reason whatsoever, or if the Club is evicted without termination of the Lease, VoiceStream shall attorn to and become bound to the City for the same rents thereafter due under all of the terms of the Sublease for the balance of the term or terms thereof remaining with the same force and effect as if the City were the landlord under the Sublease, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto. Upon such attornment, the respective rights and obligations of the City, and Club as tenant, shall be the same as now set forth therein, of the then remaining balance of the term or terms of the Sublease

PASSED AND ADOPTED by the Council of the City of Scottsdale this 18th day of February 2003.

CITY OF SCOTTSDALE

ATTEST:

Mary Manross
Mayor

Sonia Robertson
City Clerk

APPROVED AS TO FORM:

David A. Pennartz
City Attorney

[redacted]

ROOFTOP LEASE WITH OPTION

THIS ROOFTOP LEASE WITH OPTION ("Lease") is by and between Scottsdale Boys and Girls Clubs, an Arizona non-profit corporation ("Landlord") and VoiceStream PCS III Corporation, a Delaware corporation ("Tenant").

1. Option to Lease

~~(a) In consideration of the payment of One Thousand~~ Two Hundred Fifty ~~and No/100 Dollars ($1,250.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of One Thousand~~ Two Hundred Fifty ~~and No/100 Dollars ($1,250.00) ("Additional Option Fee") at any time prior to the end of the Option Period.~~

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") (the "Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

~~(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant certain space on the roof of located on the Property sufficient for placement of Antenna Facilities (as defined below) together with easements for access and utilities. The location and orientation of Tenant's space on the roof and within the building, together with all necessary space and easements for access and utilities, is generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 10515 East Lakeview Drive, Scottsdale, AZ 85258, comprises approximately 400 sq. square feet.~~

2. Term. The initial term of the Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, One Thousand Two Hundred Fifty and No/100 Dollars ($1,250.00) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date prorated for the remainder of the month in which the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by fifteen percent (15%) of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

~~(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines (collectively the "Antenna Facilities"). Tenant shall have the right to replace or enhance the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon termination of this Lease.~~

~~(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.~~

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

~~(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building. Landlord shall diligently correct any variation, interruption or failure of utility service.~~

~~(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Renewal Term (collectively, "Easement"). The Easement provided hereunder shall have the same term as this Lease.~~

~~(f) Tenant shall have 24 hours a day, 7 days a week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term.~~

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

~~(b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period;~~

(c) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits

or cancels any license (including without limitation an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if the Property, the Building or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

~~(e) immediately upon written notice by Tenant if the Building or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or~~

~~(f) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.~~

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Antenna Facilities. Landlord shall pay any real property taxes or other fees and assessments attributable to the Property. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease.

10. Insurance and Subrogation.

~~(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 Dollars ($1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.~~

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

~~12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next business day delivery by a nationally recognized overnight carrier to the following addresses:~~

~~If to Tenant, to:~~	~~With a copy to:~~	~~If to Landlord, to:~~
~~VoiceStream PCS III Corporation~~	~~VoiceStream PCS III Corporation~~	~~Jim Straton~~
~~12920 SE 38th Street~~	~~Attn: Lease Administrator~~	~~2311 North Miller Road~~
~~Bellevue, WA 98006~~	~~2601 West Broadway~~	~~Scottsdale, AZ 85258~~
~~Attn: PCS Leasing Administrator~~	~~Tempe, AZ 85282~~	~~Telephone: (480) 860-5520~~
~~With a copy to: Attn: Legal Department~~	~~Telephone: (888) 202-2999~~	~~Fax: (480) 423-1020~~
~~Telephone: (425) 378-4000~~	~~Fax: (602) 643-3503~~	~~Telephone: (480)~~ 860-5520
~~Fax: (425) 378-4040~~		~~Facsimile: (480)~~ 423-1020

~~13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property and the Building free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of~~

~~any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.~~

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not by Landlord or Tenant prior to and during the Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

~~15. Assignment and Subleasing. Tenant may assign this Lease and any Easement granted herein upon written notice to Licensor. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.~~

~~Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.~~

~~16. Successors and Assigns. This Lease and the Easement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.~~

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign ("Effective Date").

LANDLORD:	Scottsdale Boys and Girls Clubs, an Arizona non-profit corporation	
By:		
Printed Name:	JOHN C. HEITEL	
Its:	CHAIRMAN	
Date:	1/8/03	
TENANT:	VoiceStream PCS III Corporation, a Delaware corporation	APPROVED AS TO FORM:
By:		By:
Printed Name:	Bryon Gunnerson	Printed Name: David Siegel
Its:	West Region Leader for Operations and Development	Its: Regional Counsel
Date:		Date:

ADDENDUM TO ROOFTOP LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and the Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in the Lease.

1. **Lease Amendment.** Landlord and Tenant agree to amend the Lease as follows:

A. Section 1(a) of the Lease is deleted in its entirety and replaced as follows:

(a) In consideration of the payment of One Thousand and No/100 Dollars ($1,000.00) (the "Option Fee") by Tenant to Landlord, such Option Fee to be paid upon commencement of the Option, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the date the City of Scottsdale (the "City") consents to this Lease (the "Consent"), provided the form of the Consent is acceptable to Tenant (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of One Thousand and No/100 Dollars ($1,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

B. Section 1(c) of the Lease is deleted in its entirety and replaced as follows:

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant certain space on the roof of located on the Property sufficient for placement of Antenna Facilities (as defined below) together with licenses for access and utilities. The location and orientation of Tenant's space on the roof and within the building, together with all necessary space and licenses for access and utilities, is generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 10515 East Lakeview Drive, Scottsdale, AZ 85258, comprises approximately 400 sq. square feet.

C. Section 7(a) of the Lease is deleted in its entirety and replaced as follows:

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines (collectively the "Antenna Facilities"). In the event that Landlord performs any maintenance on the roof that requires Tenant to lift and remove its equipment from the Premises, then Landlord shall provide Tenant at lease sixty (60) days prior written notice of when such maintenance shall occur. Tenant shall have the right to replace or enhance the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Tenant's agrees that its work or occupancy on the roof shall not void the Landlord's roof warranty, nor will it damage the roof. In the event that Tenant's work or occupancy on the roof does damage the roof, then the Tennant shall be responsible for all repairs and maintenance thereof. Prior to performing any repairs or maintenance of the roof, Tenant shall receive approval from Landlord, such approval shall not be unreasonably withheld, conditioned, or delayed. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon termination of this Lease.

D. Section 7(b) of the Lease is deleted in its entirety and replaced as follows:

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities.

E. Section 7(d) of the Lease is deleted in its entirety and replaced as follows:

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property including, but not limited to, the installation of emergency power generators, location to be approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building. Landlord shall diligently correct any variation, interruption or failure of utility service.

F. Section 7(e) of the Lease is deleted in its entirety and replaced as follows:

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an license in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Renewal Term (collectively, "License"). The License provided hereunder shall have the same term as this Lease.

G. Section 7(f) of the Lease is deleted in its entirety and replaced as follows:

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term. In the event that Tenant's access to the Premises triggers an accidental activation of Landlord's building alarm and Landlord is charged a fee by its alarm maintenance provider for such accidental activation, then Tenant shall reimburse Landlord for such charged fee.

H. Section 8(b) of the Lease is deleted in its entirety and replaced as follows:

(b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30)-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30)-day period, or as otherwise provided for in Section 19 of this Lease;

I. Section 8(e) of the Lease is deleted in its entirety and replaced as follows:

(e) immediately upon written notice by Tenant if the Building or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction, unless such damage or destruction was due to an "Act of God".

J. Section 8(f) of the Lease is deleted in its entirety and replaced as follows:

(f) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in lieu of a taking by condemnation shall be treated as a taking by condemnation.

K. Section 10(a) of the Lease is deleted in its entirety and replaced as follows:

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 Dollars ($1,000,000.00). In addition, Tenant's insurance shall name the City of Scottsdale, Landowner, as an Additional Insured. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

L. Section 12 of the Lease is deleted in its entirety and replaced as follows:

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:

VoiceStream PCS III Corporation
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Leasing Administrator
With a copy to: Attn: Legal Department
Telephone: (425) 378-4000
Fax: (425) 378-4040

With a copy to:

VoiceStream PCS III Corporation
Attn: Lease Administrator
2601 West Broadway
Tempe, AZ 85282
Telephone: (888) 202-2999
Fax: (602) 643-3503

If to Landlord, to:

Jim Straton
2311 North Miller Road
Scottsdale, AZ 85258
Telephone: (480) 860-5520
Fax: (480) 423-1020

With a copy to:

City of Scottsdale Asset Management Office
7447 E. Indian School Road
Suite 205
Scottsdale, AZ 85251
Telephone: (480) 312-7042
Fax: (480) 312-7971 Telephone: (480) 860-5520
Facsimile: (480) 423-1020

M. Section 13 of the Lease is deleted in its entirety and replaced as follows:

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Building free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) has the right to sublease under that certain Ground Lease Between The City of Scottsdale and The Scottsdale Boys and Girls Clubs, dated April 4, 1988, as amended and (iv) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

N. Section 15 of the Lease is deleted in its entirety and replaced as follows:

15. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord and the City of Scottsdale, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease this Lease, upon written notice to Landlord and the City of Scottsdale, only if such sublease is subject to the provisions of this Lease. Tenant may otherwise assign this Lease upon written approval of Landlord and the City of Scottsdale, which approval shall not be unreasonably conditioned, withheld or delayed.

Additionally, Tenant may, upon notice to Landlord and the City of Scottsdale, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

O. Section 16 of the Lease is deleted in its entirety and replaced as follows:

16. Successors and Assigns. This Lease and the License granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

P. Section 19 is added to the Lease as follows:

19. RF Compliance Requirements.

(a) Upon completion of the installation of improvements permitted by this Lease and prior to the City's acceptance of the extension of this Lease beyond any stated term herein or approval of Tenant's further improvements or upgrades to the Antenna Facilities, Tenant shall submit to the City a written letter (the "Letter") attesting to the Tenant's operation of the Antenna Facilities in compliance with FCC RF Exposure Guidelines ("FCC OET Bulletin 65"). A statement from Tenant declaring a categorical exemption from reporting will not be acceptable to comply with the requirements of this section 19.

(b) The Letter from Tenant's RF Engineering Director, or his/her designee, will include a statement certifying that the Antenna Facility is operating within the limits of the then most current FCC guidelines for radio-frequency emissions.

(c) Tenant shall maintain all records of RF measurements and Antenna Facility site performance in accordance to FCC guidelines.

(d) Notwithstanding the previous paragraphs, Tenant will be required to demonstrate its compliance with FCC regulations at such intervals as the Scottsdale Revised Code may mandate.

(e) Notwithstanding any of the previous provisions contained in this Lease, failure by Tenant to provide the Letter described in this Section 19 shall be grounds for termination of this Lease if such Letter is not provided to the City within thirty (30) days after written notice from the City.

2. **Continued Effectiveness.** Except as expressly modified by this Addendum, the Lease shall remain in full force and effect in accordance with the original terms of the Lease.

3. **Counterparts.** This Addendum may be executed (including by facsimile signature) in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

4. **Definitions.** Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Lease.

The effective date of this Addendum is the date of execution by the last party to sign ("Effective Date").

LANDLORD: Scottsdale Boys and Girls Clubs, an Arizona non-profit corporation

By: _____

Printed Name: JOHN C. HEITEL

Its: CHAIRMAN

Date: 1/8/03

TENANT: VoiceStream PCS III Corporation, a Delaware corporation

By: _____

Printed Name: Bryon Gunnerson

Its: West Region Leader for Operations and Development

Date: _____

APPROVED AS TO FORM:

By: _____

Printed Name: David Siegel

Its: Regional Counsel

Date: _____

EXHIBIT A
Legal Description

The Property is legally described as follows:

A portion of Sections 28 and 29, Township 3 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northwest corner of Section 28;

THENCE South 89 degrees, 54 minutes, 31 seconds East, along the North line of Section 28, a distance of 1332.94 feet to the point of intersection of the North line of Section 28 with the centerline of Via Linda as the same is shown of record in Book 212, Page 50 Maricopa County Recorders Office amended plat map of dedication of right-of-way for streets;

THENCE along the centerline of Via Linda South 00 degrees, 05 minutes, 29 seconds West, 165.00 feet to the beginning of a tangent curve concave to the East;

THENCE Southerly, along said curve, an arc distance of 349.56 feet, said curve having a central angle of 10 degrees, 00 minutes, 51 seconds, and a radius of 2000.00 feet;

THENCE continuing along the centerline of Via Linda and bearing South 09 degrees, 55 minutes, 22 seconds East, a distance of 360.87 feet to the beginning of a tangent curve concave to the West;

THENCE continuing Southerly along the centerline of Via Linda, along said curve an arc distance of 1258.57 feet to the intersection of the centerline of Lakeview Drive, said curve having a radius of 1750.00 feet and a central angle of 41 degrees, 12 minutes, 22 seconds;

THENCE North 58 degrees, 43 minutes, 00 Seconds West, along the centerline of Lakeview Drive, a distance of 481.37 feet;

THENCE South 31 degrees, 17 minutes, 00 seconds West, to the Westerly line of Lakeview Drive, a distance of 30.00 feet to the beginning of a tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of 31 South degrees, 17 minutes, 00 seconds West and a radius of 880.00 feet;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 880.00 feet, a central angle of 08 degrees, 05 minutes, 14 seconds, and an arc length of 124.21 feet to the True Point of Beginning;

THENCE South 52 degrees, 38 minutes, 27 seconds West, a distance of 353.50 feet;

THENCE North 37 degrees, 21 minutes, 33 seconds West, a distance 202.00 feet;

THENCE North 52 degrees, 38 minutes, 27 seconds East, a distance of 330.00 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of South 52 Degrees, 38 minutes, 27 seconds West, said point being on the Westerly line of Lakeview Drive;

THENCE Southeasterly along said Westerly line of Lakeview Drive along the arc of said curve, to the left, having a radius of 880.00 feet, a central angle of 13 degrees, 16 minutes, 13 seconds, and an arc length of 203.82 feet to the True Point of Beginning.

Said described Parcel containing 1.57 acres more or less.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

Tenant's Antenna Facilities also include E-911 location based equipment per county/state/federal regulation.

Parcel No 217-34-908

EXHIBIT C

Memorandum of Lease and Option

Between Scottsdale Boys and Girls Clubs, an Arizona non-profit corporation ("Landlord")
and VoiceStream PCS III Corporation, a Delaware corporation ("Tenant")

A Rooftop Site Lease with Option ("Lease") by and between Scottsdale Boys and Girls Clubs, an Arizona non-profit corporation ("Landlord") and VoiceStream PCS III Corporation, a Delaware corporation ("Tenant") was made a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve(12) month after date of Lease, with up to one additional twelve(12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five (5) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Scottsdale Boys and Girls Clubs, an Arizona non-profit corporation

By: _____

Printed Name: _____

Its: _____

Date: _____

TENANT: VoiceStream PCS III Corporation, a Delaware corporation

By: _____

Printed Name: Bryon Gunnerson

Its: West Region Leader for Operations and Development

Date: _____

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Legal Description

The Property is legally described as follows:

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Commencing at the Northwest corner of Section 28;

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THENCE Southeasterly along said Westerly line of Lakeview Drive along the arc of said curve, to the left, having a radius of 880.00 feet, a central angle of 13 degrees, 16 minutes, 13 seconds, and an arc length of 203.82 feet to the True Point of Beginning.

Said described Parcel containing 1.57 acres more or less.

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

I certify that I know or have satisfactory evidence that John C Heitel is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman, of Scottsdale Boys & Girls Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/8/03

Nancy L. Hughes
Notary Public
Print Name Nancy L. Hughes
My commission expires 12-4-04

OFFICIAL SEAL
NANCY L. HUGHES
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Dec. 4, 2004

(Use this space for notary stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Bryon Gunnerson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the West Region Leader for Operations and Development, of VoiceStream PCS III Corporation, a Delaware corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Site Number: PH 30929 F
Site Name: Boys and Girls Club
Market: Phoenix

Rev. 2/00

After recording, please return to:

VoiceStream PCS III Corporation
Attn: Leasing Administration
2601 West Broadway
Tempe, AZ 85282

Memorandum of Lease and Option

Between Scottsdale Boys and Girls Clubs, an Arizona non-profit corporation ("Landlord")
and VoiceStream PCS III Corporation ("Tenant")

A Rooftop Site Lease with Option ("Lease") by and between Scottsdale Boys and Girls Clubs, an Arizona non-profit corporation ("Landlord") and VoiceStream PCS III Corporation, a Delaware corporation ("Tenant") was made regarding the following property:

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IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Scottsdale Boys and Girls Clubs, an Arizona non-profit corporation

By: _____

Printed Name: JOHN C. HEITEL

Its: CHAIRMAN

Date: 1/8/03

TENANT: VoiceStream PCS III Corporation, a Delaware corporation

By: _____

Printed Name: Bryon Gunnerson

Its: West Region Leader for Operations and Development

Date: _____

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

I certify that I know or have satisfactory evidence that John Heitel is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman, of Scottsdale Boys & Girls Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/8/03

Nancy L Hughes
Notary Public
Print Name Nancy L. Hughes
My commission expires 12-4-2004

OFFICIAL SEAL
NANCY L. HUGHES
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Dec. 4, 2004

(Use this space for notary stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Bryon Gunnerson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the West Region Leader for Operations and DevelopmentRegional, of VoiceStream PCS III Corporation, a Delaware corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

EXHIBIT A
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The Property is legally described as follows:

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Said described Parcel containing 1.57 acres more or less.

EXHIBIT B

VoiceStream WIRELESS

12/03/02

PH30929F (BOYS & GIRLS CLUB)

APPROVALS

SITE ACQUISITION		
CONSTRUCTION		
RADIO FREQUENCY		
ZONING		

TOWER OWNER

N/A

LAND OWNER

BOYS & GIRLS CLUB OF SCOTTSDALE
10515 E. LAKEVIEW
SCOTTSDALE, AZ. 85258
CONTACT: JIM STRATTON
PHONE: (480) 860-5520

ZONING

VOICE STREAM WIRELESS
2601 WEST BROADWAY
TEMPE, ARIZONA 85282
CONTACT: MORRIS MICKELSON
PHONE: (602) 410-2210

CONSTRUCTION

VOICE STREAM WIRELESS
2601 WEST BROADWAY
TEMPE, ARIZONA 85282
CONTACT: STEVE MOOREHEAD
PHONE: (602) 643-3000

APPLICANT

VOICE STREAM WIRELESS
2601 WEST BROADWAY
TEMPE, ARIZONA 85282
CONTACT: MORRIS MICKELSON
PHONE: (602) 410-2210

BUILDER

VOICE STREAM WIRELESS
2601 WEST BROADWAY
TEMPE, ARIZONA 85282
CONTACT: DARCEY RUSHING
PHONE: (602) 643-3000

INDEX OF DRAWINGS

NUMBER	NAME OF SHEET	REV.
T-1	TITLE PAGE	1
LS1	TOPOGRAPHIC SURVEY	0
C-1	SITE PLAN	0
C-2	ROOF PLAN	1
C-3	ELEVATIONS	0
C-4	GENERAL STRUCTURAL NOTES & PLATFORM FRAMING PLAN	1
C-5	DETAILS	1
C-6	DETAILS	1
E-1	ELECTRICAL NOTES & SYMBOLS	0
E-2	POWER/TELCO ROUTING, ONE-LINE DIAGRAM & PANEL SCHEDULE	0
E-3	GROUNDING PLAN & GROUNDING SCHEMATIC	0

SITE INFORMATION

GEODETIC COORDINATES (NAD 83)

LATITUDE: 33° 34' 39.3" N
LONGITUDE: 111° 51' 19.9" W
GROUND ELEVATION: 1,413.9' A.M.S.L. (NAVD 88) (AT SECTOR 'A')

LAND DESCRIPTION OF SUBJECT PARCEL

ZONING: R-10 (SCOTTSDALE)
APN#: 217-34-908

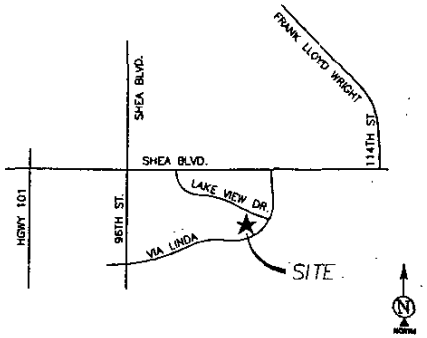
LAND COVERAGE

PROPOSED LEASE AREA: 737.25 SQ. FT.
LESSORS PARCEL TOTAL AREA: N/A
PROPOSED LOT COVERAGE: N/A

TYPE OF SITE

ROOFTOP

VICINITY MAP



FOR CONSTRUCTION

VoiceStream WIRELESS
2601 W. BROADWAY, TEMPE AZ 85282
(602) 643-3000

LAW
LawGibb Group Member
Law Engineering & Environmental Services, Inc.
4634 South 36th Place
Phoenix, Arizona 85040
(602) 437-0250
(602) 437-3673

JURISDICTIONAL APPROVAL

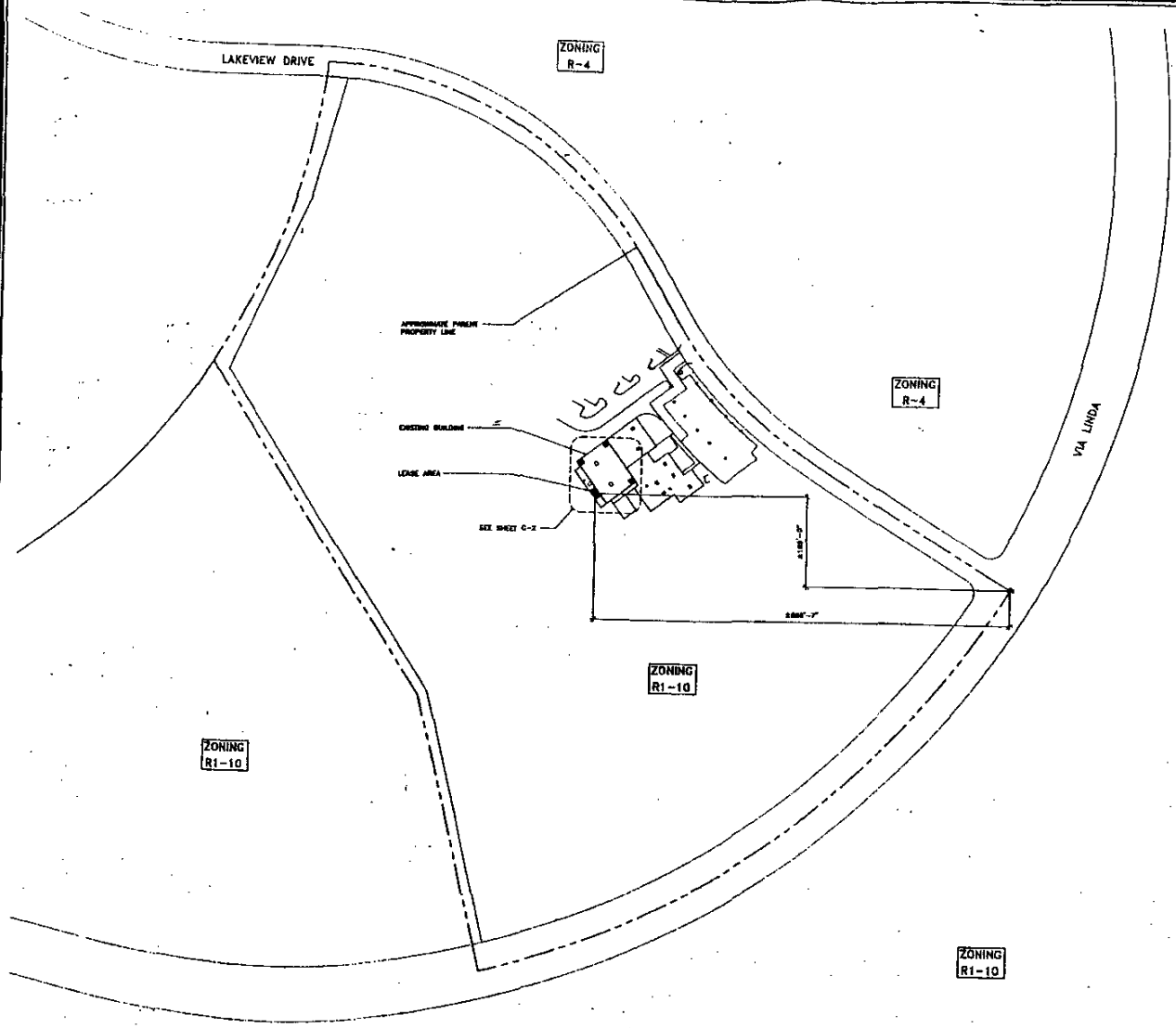
SEAL
Registered Professional Engineer (Structural)
37375
RICHARD A. BOELTER
Date Signed 11-11-02
ARIZONA, U.S.A.

1	11/11/02	OWNER COMMENTS	DAK	BV
0	08/17/02	ISSUE FOR PERMIT	DAK	BV

10515 E. LAKEVIEW
SCOTTSDALE, AZ. 85258

PH30929F
BOYS & GIRLS CLUB

SHEET NUMBER
T-1



SITE PLAN

GENERAL NOTES:

SIGNS

1. INSTALL EMERGENCY INFORMATION PLACARD NEAR ENTRANCE GATE OF EQUIPMENT AREA (OR MOST VISIBLE PLACE ON OUTSIDE EQUIPMENT WALL). PLACARD IS TO CONTAIN SITE NAME, SITE NUMBER, COMPANY NAME, ADDRESS INFORMATION, AND A "800" NUMBER TO CALL IN CASE OF EMERGENCY. PLACARD IS TO CONSIST OF HIGH CONTRAST LETTERING (WHITE BACK GROUND W/ RED LETTERING) BEHIND VANDAL RESISTANT LEXAN COVER.

2. INSTALL ADDRESS PLACARD NEAR ENTRANCE GATE OF EQUIPMENT AREA (OR FACING STREET OF ASSOCIATED ADDRESS). PLACARD IS TO CONTAIN 12" TALL HIGH CONTRAST LETTERING (WHITE BACK GROUND AND RED LETTERS) BEHIND VANDAL RESISTANT LEXAN COVER.

LIGHTING

1. MANUAL LIGHTING WILL BE INSTALLED AT EQUIPMENT AREA FOR THE PURPOSE OF EQUIPMENT MAINTENANCE. LIGHT WILL BE ON A MOTION SENSOR WITH A SWITCH OVER-RIDE.

2. ADDITIONAL LIGHTING WILL BE INSTALLED IF REQUIRED BY MUNICIPALITY FOR SECURITY PURPOSES.

3. ALL LIGHTING IS TO BE INSTALLED NO HIGHER THAN 8'-0", (UNLESS REQUIRED OTHERWISE BY INDIVIDUAL MUNICIPALITY).

4. ALL LIGHTING WILL BE WAY OF "FULL CUT OFF LENSES".

REPLACEMENT OF AREA LIGHTING

1. IN THE EVENT THE CARRIER PROPOSES TO REPLACE EXISTING FIELD, PARKING, OR BUILDING LIGHTING, ALL LIGHTS, FIXTURES WILL MATCH THE ORIGINAL INSTALLATION UNLESS NOTED OTHERWISE. LIGHTS WILL BE AIMED AND ADJUST BACK TO THERE ORIGINAL POSITION.

COMPLIANCE

1. ADA COMPLIANCE: FACILITY IS NOT STAFFED AND NOT NORMALLY OCCUPIED.

2. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION.

3. THE ANTENNAS SHALL NOT INTERFERE WITH ANY EXISTING COMMUNICATION SITES.

4. ALL ITEMS SHOWN ON THIS DRAWING ARE EXISTING UNLESS OTHERWISE NOTED.

5. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.

NOTE:
1. SITE PLAN RENDERING DERIVED FROM DETAILS PROVIDED BY SURVEY.

2. REFER TO VOICE STREAM SPECIFICATIONS FOR ADDITIONAL INFORMATION/DETAILS.

GRAPHIC SCALE
0 50' 100' 200' 400'
1 inch = 100 feet
(24"x36" SHEET ONLY)

1

VoiceStream WIRELESS
2601 N. BROADWAY, TEMPE AZ 85282
(602) 443-3000

LAW
LawGibb Group Member
Law Engineering & Environmental Services, Inc.
4634 South 36th Place
Phoenix, Arizona 85040
(602) 437-0350
(602) 437-3675

JURISDICTIONAL APPROVAL

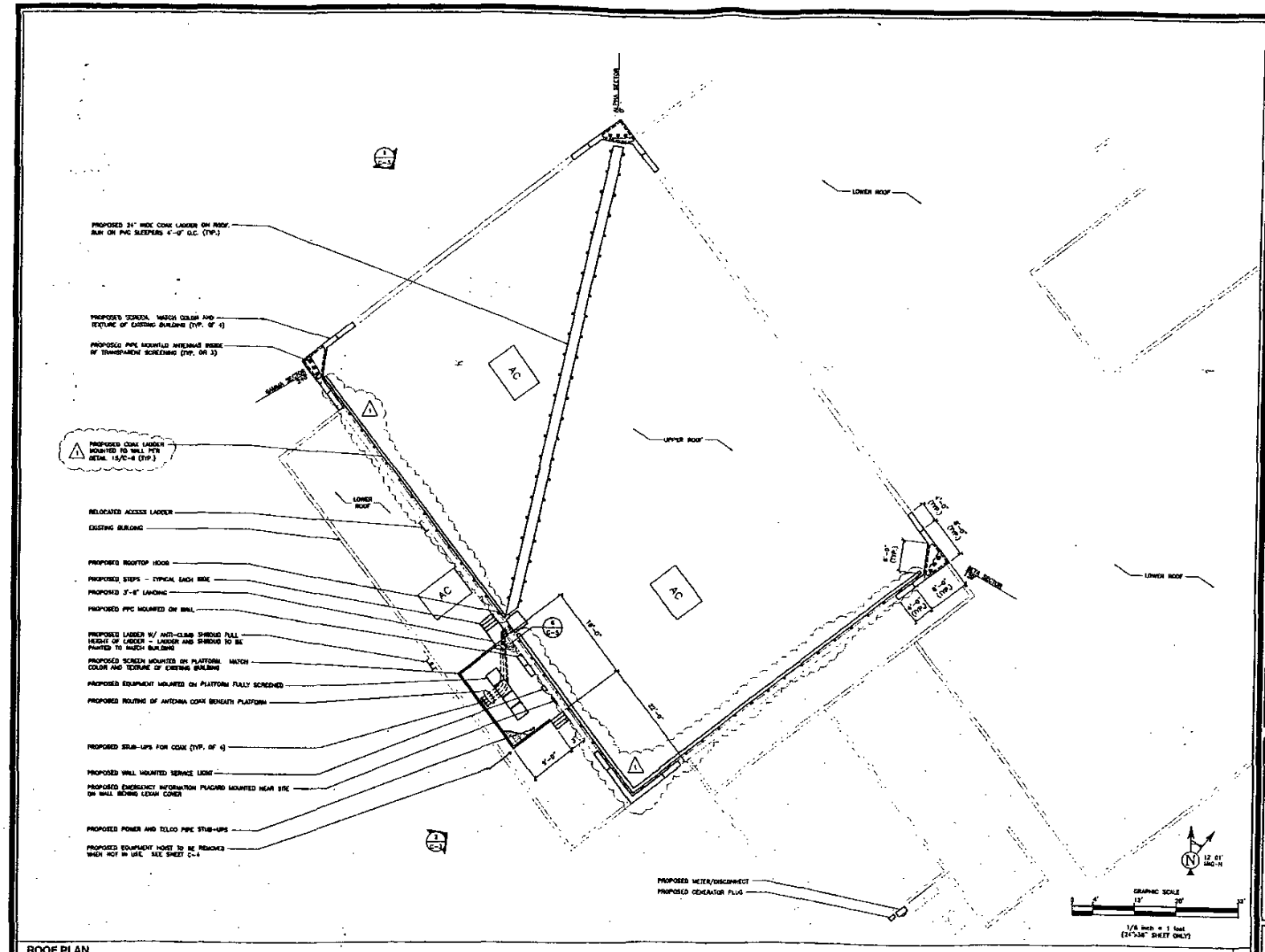
SEAL
Registered Professional Engineer (Structural)
37375
RICHARD A. BOELTER
Date Signed 7/9/03
ARIZONA, U.S.A.

A	06/17/03	ISSUE FOR PERMIT	DAK	RV

10515 E. LAKEVIEW
SCOTTSDALE, AZ. 85258

PH30929F
BOYS & GIRLS CLUB

SHEET NUMBER
C-1



ROOF PLAN

VoiceStream WIRELESS
2601 W. BROADWAY, TEMPE AZ 85282
(602) 443-3000

LAW
LawGibb Group Company
Law Engineering & Environmental Services, Inc.
4634 South 36th Place
Phoenix, Arizona 85040
(602) 437-0250
(602) 437-3679

JURISDICTIONAL APPROVAL

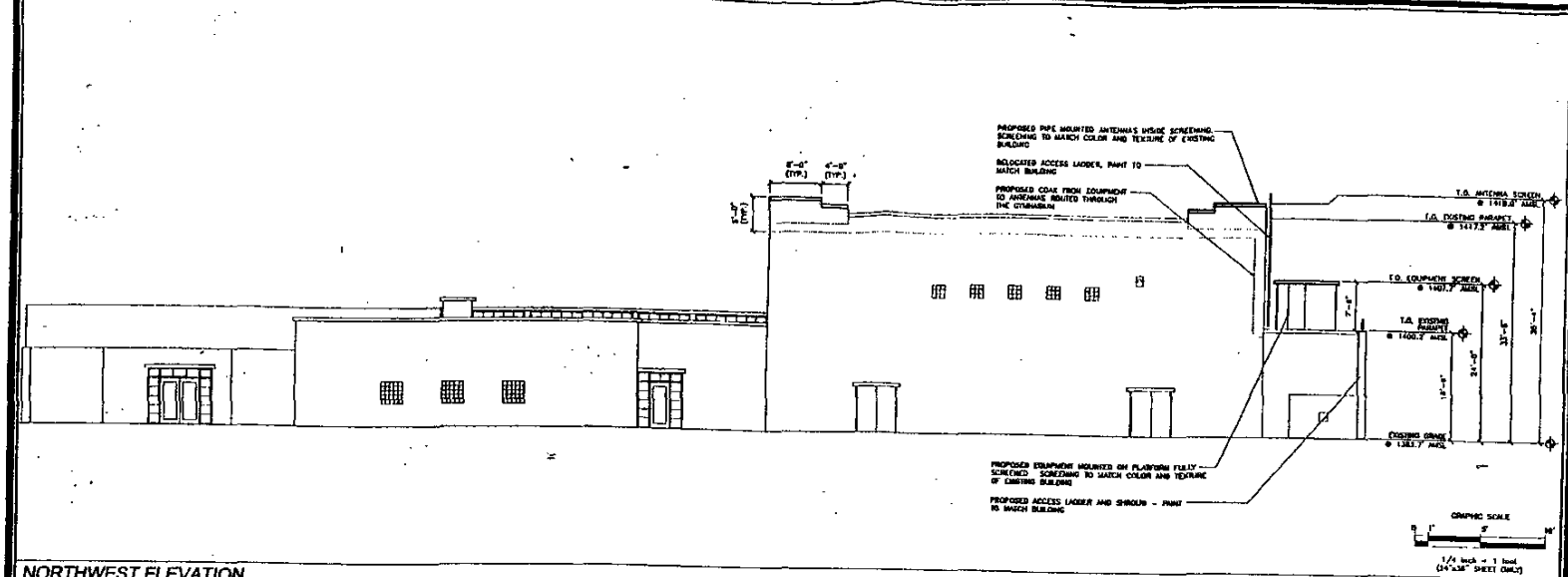
SEAL
Registered Professional Engineer (Structural)
37375
RICHARD A. BOELTER
Date Signed 11-11-02
ARIZONA, U.S.A.

1	11/11/02	OWNER COMMENTS	DAK	BV
0	08/17/02	ISSUE FOR PERMIT	DAK	BV

10515 E. LAKEVIEW
SCOTTSDALE, AZ. 85258

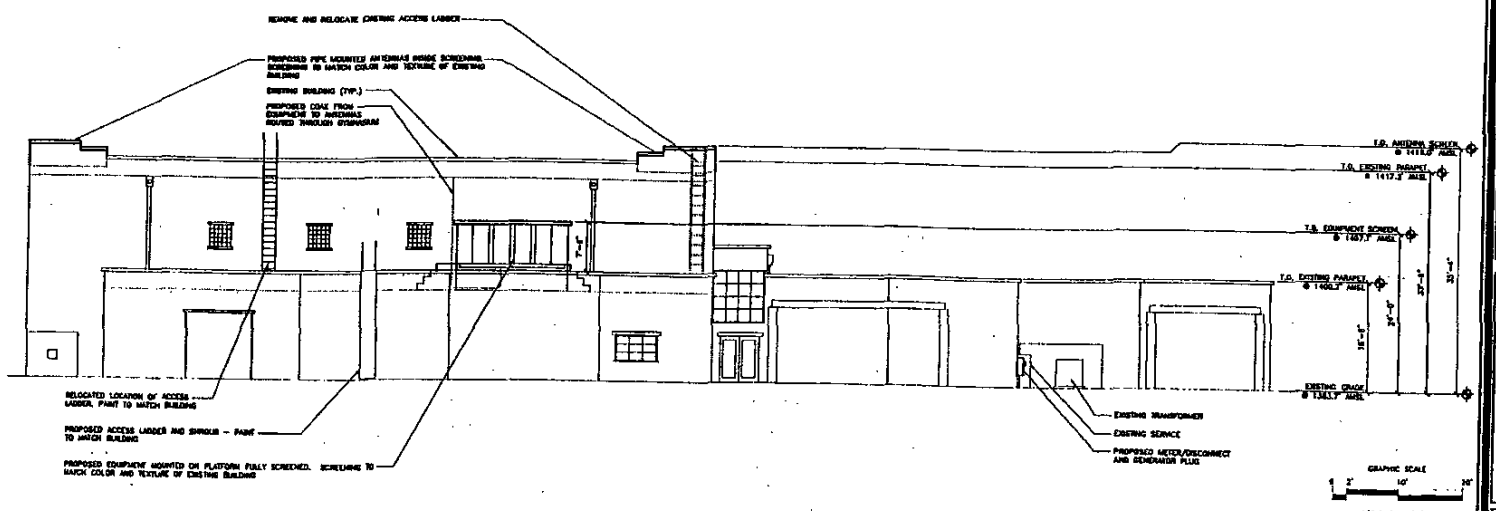
PH30929F
BOYS & GIRLS CLUB

SHEET NUMBER
C-2



NORTHWEST ELEVATION

1



SOUTHWEST ELEVATION

2

VoiceStream WIRELESS
1600 W. BROADWAY, TEMPE, AZ 85282
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(602) 437-0250
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JURISDICTIONAL APPROVAL

SEAL
Registered Professional Engineer (Structural)
CERTIFICATE NO. 37375
RICHARD A. BOELTER
Date Signed 7/16/02
ARIZONA, U.S.A.

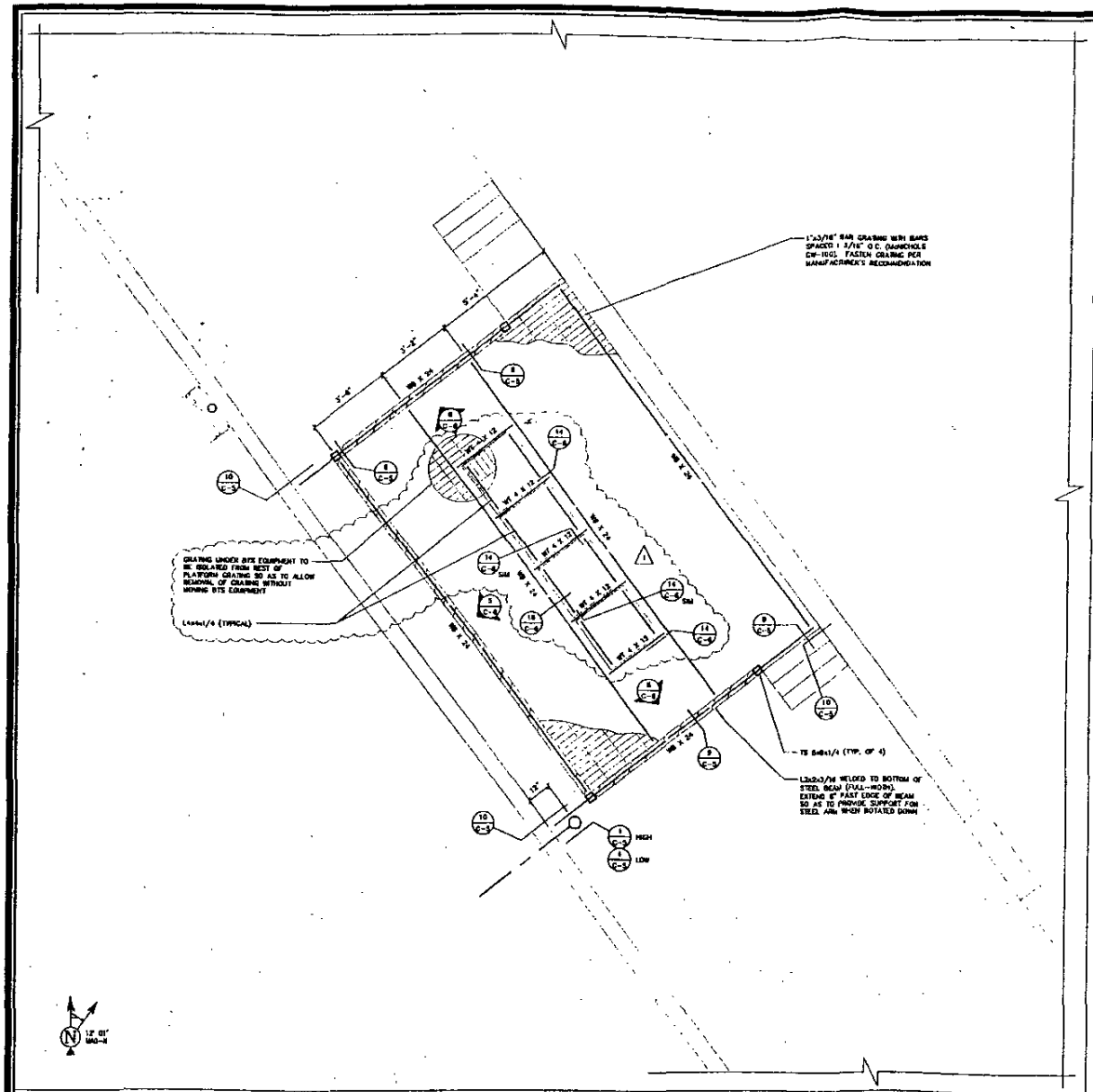
0	06/17/02	ISSUE FOR PERMIT	DAK	BV

10515 E. LAKEVIEW
SCOTTSDALE, AZ. 85258

PH30929F

BOYS & GIRLS CLUB

SHEET NUMBER
C-3



PLATFORM FRAMING PLAN

SCALE: N.T.S. | 2

BUILDING CODE:

1997 EDITION OF THE UNIFORM BUILDING CODE WITH CITY OF SCOTTSDALE AMENDMENTS.
LOADS:

PLATFORM LIVE LOAD = 20 PSF (REDUCIBLE).
WIND LOAD = 70 MPH WIND SPEED, EXPOSURE C.
SEISMIC ZONE 2A (Z = 0.075)

STRUCTURAL STEEL:

ALL CONSTRUCTION PER LATEST AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) HANDBOOK. ALL EXPOSED STEEL TO BE GALVANIZED. ALL WIDE FLANGE STEEL SHALL BE ASTM A992 GRADE 50 (F_y = 50 KSI) UNLESS NOTED OTHERWISE. ALL PIPE STEEL SHALL BE ASTM A501 (F_y = 36 KSI) OR ASTM A53, TYPE E OR S, GRADE B (F_y = 35 KSI). ALL TUBE STEEL SHALL BE ASTM A500 (F_y = 46 KSI). ALL MISCELLANEOUS STEEL UNLESS NOTED OTHERWISE SHALL BE ASTM A36 (F_y = 36 KSI). ALL BOLTS SHALL BE ASTM A307, UNLESS NOTED OTHERWISE. ALL EXPANSIVE ANCHORAGE SHALL BE HILTI KWIK BOLT-4 EXPANSIVE ANCHORS (U.C.B.C. ER. 4627) OR AN APPROVED EQUAL (EXPANSIVE ANCHORS NOT TO BE USED IN MASONRY). ALL EPOXY ANCHORAGE SHALL BE HILTI "HY-150" SYSTEM (U.C.B.C. ER-5183) OR SIMPSON SET ADHESIVE (U.C.B.C. ER-5375) OR AN APPROVED EQUAL. ALL BOLTS, ANCHOR BOLTS, EXPANSION BOLTS, ETC., SHALL BE INSTALLED WITH STEEL WASHERS AT FACE OF WOOD OR AT SLOTTED HOLES IN STEEL SECTIONS.

WELDING:

UNLESS NOTED OTHERWISE, ALL WELDS PER LATEST EDITION OF THE AMERICAN WELDING SOCIETY (AWS) STANDARDS. ALL WELDING SHALL BE PERFORMED BY WELDERS HOLDING VALID CERTIFICATES AND HAVING CURRENT EXPERIENCE IN THE TYPE OF WELD SHOWN ON THE DRAWINGS OR NOTES. CERTIFICATES SHALL BE THOSE ISSUED BY AN ACCEPTED TESTING AGENCY. ALL WELDING DONE BY E70 SERIES LOW HYDROGEN RODS UNLESS NOTED OTHERWISE. THESE DRAWINGS DO NOT DISTINGUISH BETWEEN SHOP AND FIELD WELDS; THE CONTRACTOR MAY SHOP WELD OR FIELD WELD AT THEIR DISCRETION. SHOP WELDS AND FIELD WELDS SHALL BE SHOWN ON THE SHOP DRAWINGS SUBMITTED FOR REVIEW.

SHOP DRAWINGS

SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL STRUCTURAL ITEMS.

THE CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS PRIOR TO SUBMITTAL. ITEMS NOT IN ACCORDANCE WITH CONTRACT DOCUMENTS SHALL BE FLAGGED UPON CONTRACTOR'S REVIEW.

MANUFACTURER OR FABRICATOR SHALL CLOUD ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM CONTRACT DOCUMENTS. ANY OF THE AFOREMENTIONED THEM ARE NOT CLOUDED OR FLAGGED BY SUBMITTING PARTIES, SHALL NOT BE CONSIDERED APPROVED AFTER ENGINEER'S REVIEW, UNLESS NOTED ACCORDINGLY.

THE ENGINEER HAS THE RIGHT TO APPROVE OR DISAPPROVE ANY CHANGES TO CONTRACT DOCUMENTS AT ANYTIME BEFORE OR AFTER SHOP DRAWING REVIEW.

THE SHOP DRAWINGS DO NOT REPLACE THE CONTRACT DOCUMENTS. ITEMS OMITTED OR SHOWN INCORRECTLY AND ARE NOT FLAGGED BY THE STRUCTURAL ENGINEER OR ARCHITECT SHALL NOT BE CONSIDERED CHANGES TO CONTRACT DOCUMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ITEMS ARE CONSTRUCTED TO CONTRACT DOCUMENTS.

THE ADEQUACY OF ENGINEERING DESIGNS AND LAYOUT PERFORMED BY OTHERS RESTS WITH THE DESIGNING OR SUBMITTING AUTHORITY.

REVIEWING IS INTENDED ONLY AS AN AID TO THE CONTRACTOR IN OBTAINING CORRECT SHOP DRAWINGS. RESPONSIBILITY FOR CORRECTNESS SHALL REST WITH THE CONTRACTOR.

GENERAL:

THE STRUCTURAL CONSTRUCTION DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. THE STRUCTURAL ENGINEER OF RECORD SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURE OF CONSTRUCTION, OR THE SAFETY PRECAUTIONS AND THE PROGRAMS INCIDENT THERETO (NOR SHALL OBSERVATION VISITS TO THE SITE INCLUDE INSPECTION OF THESE ITEMS).

WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDA. ANY ENGINEERING DESIGN, PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW, SHALL BEAR THE SEAL OF A REGISTERED ENGINEER RECOGNIZED BY THE BUILDING CODE JURISDICTION OF THIS PROJECT.

NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL STRUCTURAL NOTES AND SPECIFICATIONS, THE GREATER REQUIREMENTS SHALL GOVERN.
CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS WITH FIELD CONDITIONS PRIOR TO START OF CONSTRUCTION. ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR CIVIL, MECHANICAL, PLUMBING AND ELECTRICAL ITEMS WITH THE APPROPRIATE TRADE DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.

TYPICAL DETAILS MAY NOT NECESSARILY BE CUT ON PLANS, BUT APPLY UNLESS NOTED OTHERWISE.

CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED CONSTRUCTION. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT.

OPTIONS ARE FOR CONTRACTOR'S CONVENIENCE. IF AN OPTION IS CHOSEN, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CHANGES, APPROVALS AND THE COORDINATION OF THE WORK WITH ALL RELATED TRADES AND SUPPLIERS.

SPECIAL INSPECTION – STRUCTURAL ONLY: SPECIAL INSPECTION IS TO BE PROVIDED FOR THE ITEMS LISTED BELOW IN ADDITION TO THE INSPECTIONS CONDUCTED BY THE BUILDING SAFETY DEPARTMENT. "SPECIAL STRUCTURAL INSPECTION" SHALL NOT RELIEVE THE OWNER OR THEIR AGENT FROM REQUESTING THE CITY OR COUNTY INSPECTIONS REQUIRED BY SEC. 108.5 AND 108.7 OF THE UNIFORM BUILDING CODE. SPECIAL INSPECTION IS REQUIRED PER SEC. 1701 FOR THE FOLLOWING:

1. EXPANSION, EPOXY, AND ADHESIVE ANCHORS
A) INSPECTION OF HOLES PRIOR TO PLACEMENT OF ANCHORS.
B) DURING THE PLACEMENT OF ALL ANCHORS.

2. WELDING
A) VISUAL INSPECTION OF ALL FIELD WELDS.
B) IF STEEL FABRICATION SHOP IS NOT AN APPROVED SHOP ALL SHOP WELDS WILL ALSO REQUIRE VISUAL INSPECTION. (APPROVING AGENCIES: AISC, CITY OF LOS ANGELES, CLARK COUNTY NEVADA, CITY OF PHOENIX)

3. DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR:
A) THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED TO BE CERTAIN IT CONFORMS TO THE APPROVED DESIGN DRAWINGS AND SPECIFICATION.
B) THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE ENGINEER OR ARCHITECT OF RECORD. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE DESIGN AUTHORITY AND THE BUILDING OFFICIAL.
C) UPON COMPLETION OF THE ASSIGNED WORK THE ENGINEER OR ARCHITECT SHALL COMPLETE AND SIGN THE APPROPRIATE FORMS CERTIFYING THAT TO THE BEST OF THEIR KNOWLEDGE THE WORK IS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS, AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE.

FOR ADDITIONAL INFORMATION ON SPECIAL STRUCTURAL INSPECTIONS, CONTACT STRUCTURAL ENGINEER PRIOR TO START OF CONSTRUCTION.

GENERAL STRUCTURAL NOTES | 1

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JURISDICTIONAL APPROVAL

SEAL: Registered Professional Engineer (Structural) 37375 RICHARD A. BOELTER Date Signed 11-11-02 ARIZONA, U.S.A.

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△	11/11/02	OWNER COMMENTS	DAK	BV
0	08/17/02	ISSUE FOR PERMIT	DAK	BV

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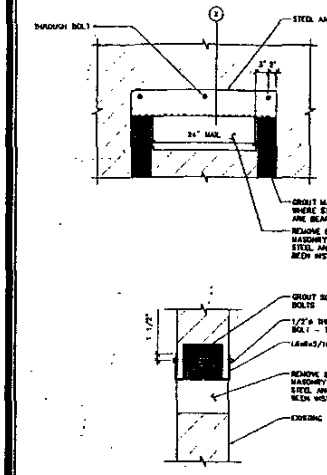
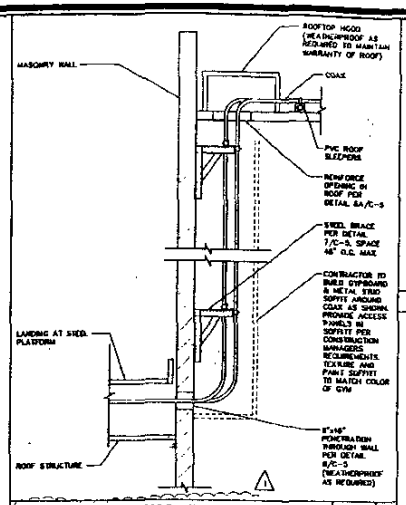
BOYS & GIRLS CLUB

SHEET NUMBER

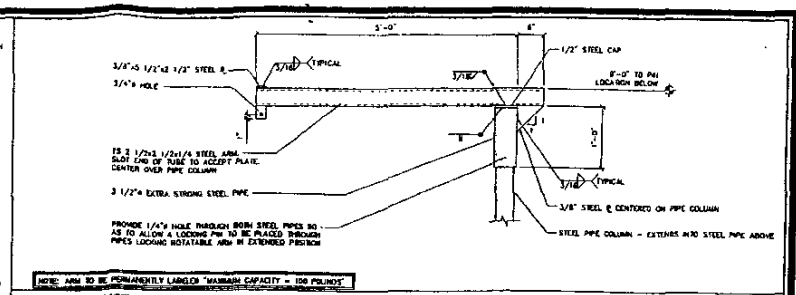
C-4



NEW OPENNING IN EXISTING MASONRY WALL — SCALE: N.T.S. — 8

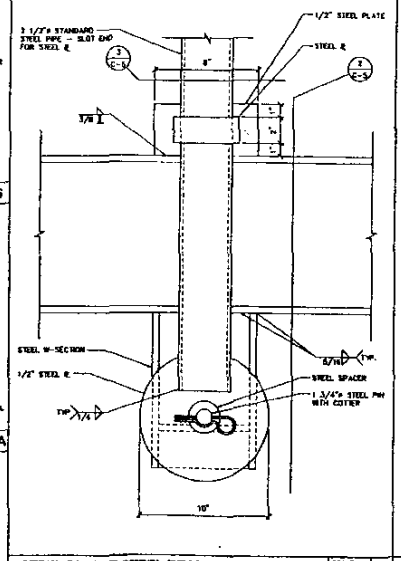


STEEL BRACE AT MASONRY WALL — SCALE: N.T.S. — 6

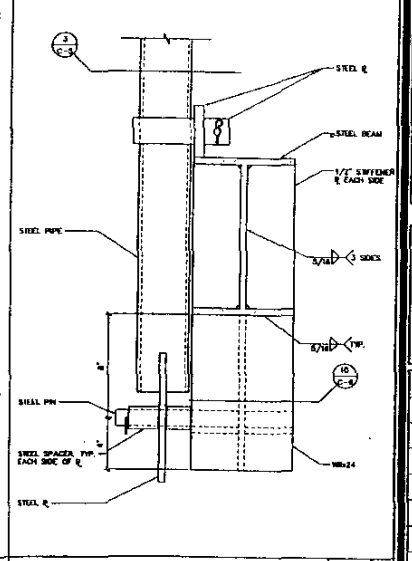


NOTE: ARM TO BE PERMANENTLY LABELED "MAXIMUM CAPACITY = 100 POUNDS"

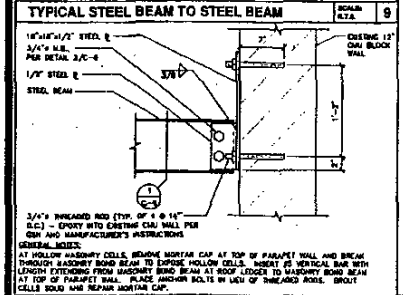
ARM FOR HOIST — SCALE: N.T.S. — 1



STEEL PIPE AT STEEL BEAM — SCALE: N.T.S. — 4

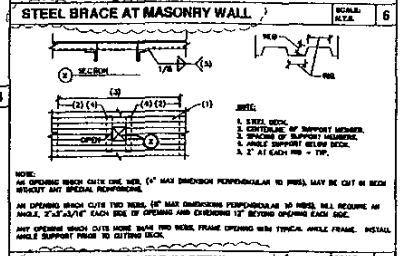


STEEL PIPE AT STEEL BEAM — SCALE: N.T.S. — 2



GENERAL NOTES:
AT HOLLOW MASONRY CELLS, REMOVE MORTAR CAP AT TOP OF PARAPET WALL AND BREAK THROUGH MASONRY BOND BEAM TO EXPOSE HOLLOW CELLS. INSERT #5 VERTICAL BAR WITH LENGTH EXTENDING FROM MASONRY BOND BEAM AT ROOF LEDGER TO MASONRY BOND BEAM AT TOP OF PARAPET WALL. PLACE ANCHOR BOLTS IN LIEU OF THREADED RODS. GROUT CELLS SOLID AND REPAIR MORTAR CAP.

TYPICAL STEEL BEAM TO STEEL BEAM — SCALE: N.T.S. — 9

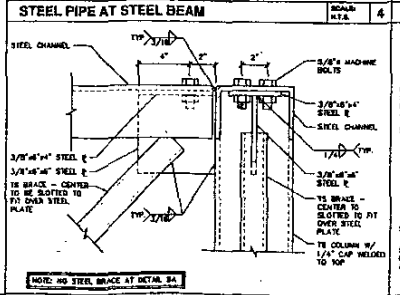


NOTE:
AN OPENING WHICH CUTS ONE RIB, (6" MAX DIMENSION PERPENDICULAR TO RIBS), MAY BE CUT IN DECK WITHOUT ANY SPECIAL REINFORCING.

AN OPENING WHICH CUTS TWO RIBS, (18" MAX DIMENSIONS PERPENDICULAR TO RIBS), WILL REQUIRE AN ANGLE, 2"x2"x3/16" EACH SIDE OF OPENING AND EXTENDING 12" BEYOND OPENING EACH SIDE.

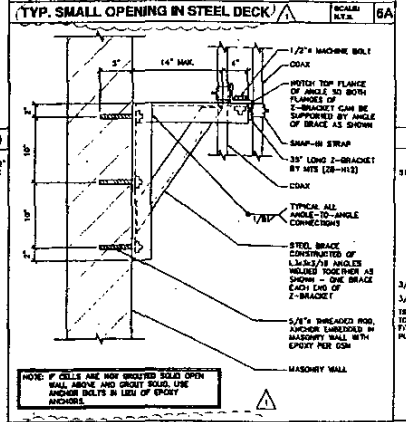
ANY OPENING WHICH CUTS MORE THAN TWO RIBS, FRAME OPENING WITH TYPICAL ANGLE FRAME. INSTALL ANGLE SUPPORT PRIOR TO CUTTING DECK.

TYP. SMALL OPENING IN STEEL DECK — SCALE: N.T.S. — 6A



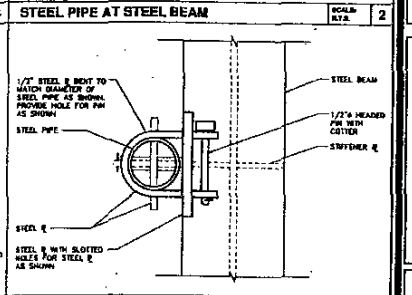
NOTE: NO STEEL BRACE AT DETAIL 8A

STEEL CHANNEL AT TS COLUMN — SCALE: N.T.S. — 5



NOTE: IF CELLS ARE NOT GROUTED SOLID OPEN WALL ABOVE AND GROUT SOLID. USE ANCHOR BOLTS IN LIEU OF EPOXY ANCHORS.

STEEL BRACE AT MASONRY WALL — SCALE: N.T.S. — 7



PLAN - STEEL PIPE AT STEEL BEAM — SCALE: N.T.S. — 3

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JURISDICTIONAL APPROVAL

SEAL: Registered Professional Engineer (Structural) CERTIFICATE NO. 37375 RICHARD A. BOELTER Date Signed 4-11-02 ARIZONA, U.S.A.

1	11/11/02	OWNER COMMENTS	DAK	BV
0	06/17/02	ISSUE FOR PERMIT	DAK	BV

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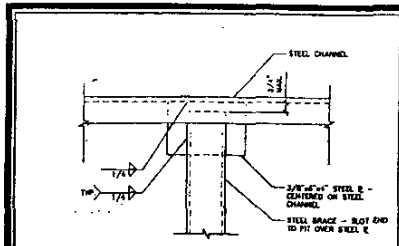
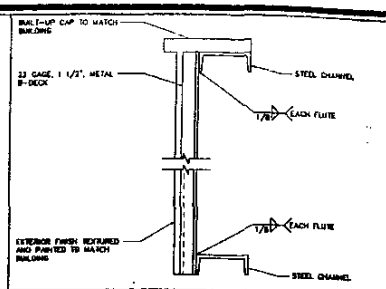
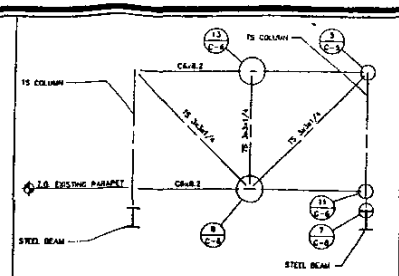


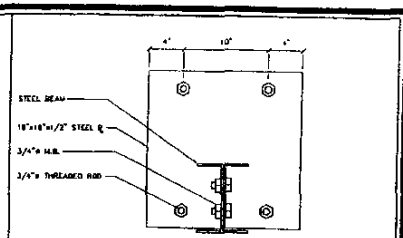
STEEL BRACE AT STEEL CHANNEL | SCALE: N.T.S. | 13



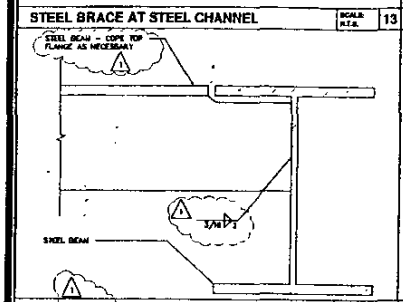
STEEL DECK AT STEEL CHANNEL | SCALE: N.T.S. | 9



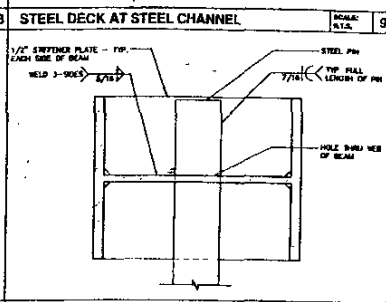
FRAME ELEVATION | SCALE: N.T.S. | 5



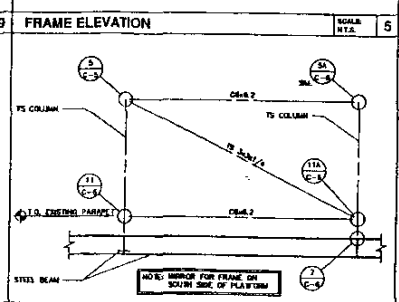
STEEL BEAM AT STEEL PLATE | SCALE: N.T.S. | 1



STEEL BEAM AT STEEL BEAM | SCALE: N.T.S. | 14



PLAN - STEEL PIN AT STEEL BEAM | SCALE: N.T.S. | 10



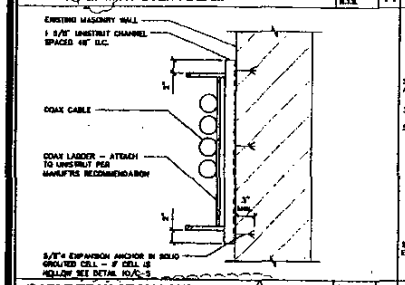
FRAME ELEVATION | SCALE: N.T.S. | 6

NOMINAL BEAM DEPTH "D"	NUMBER OF 3/4" DIA. ASTM A307 BOLTS
UP TO 7"	2
8" - 11"	3
12" - 14"	3
15" - 17"	4
18" - 20"	5
21" - 23"	6
24" - 29"	7
30" - 32"	8
33" - 35"	9
36"	10

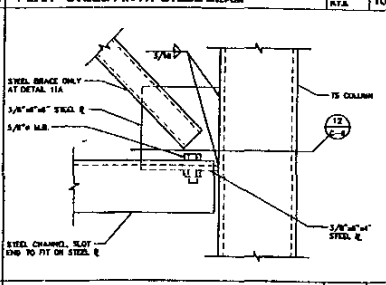
FRAME BOLTS:

1. THE TYPICAL STEEL BEAM TO STEEL COLUMN OR STEEL BEAM TO STEEL BEAM CONNECTION CONSISTS OF 3/8" SINGLE SHEAR PLATES WITH 3/4" DIA. ASTM A307 BOLTS. USE 3/8" SHEAR PLATES WHERE "D" = 27" OR GREATER.
2. ALL BOLTS SHALL BE INSTALLED USING SHORT SLOTTED HOLES IN EITHER THE BEAM WEB OR THE SHEAR PLATE FOR LARGE-SCALE SPLICE CASES.
3. CONNECTIONS INCLUDING DOUBLE ANGLES OR SEAT PLATES SHALL BE MARKED ON THE PLANS WITH AN ASTERIS (*). ALL DOUBLE ANGLES SHALL BE 4" X 4" X 1/4" AND ALL SEAT PLATES SHALL BE 1/4" THICK - DETAIL PER SECTION 4 OF THE AISC STEEL CONSTRUCTION MANUAL.

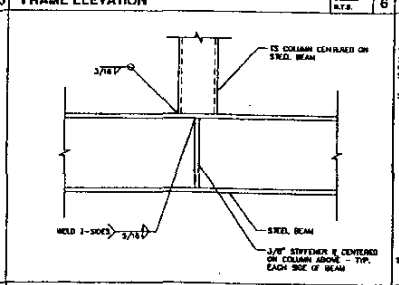
BOLT SCHEDULE FOR TYP. STEEL CONNECTIONS | SCALE: N.T.S. | 2



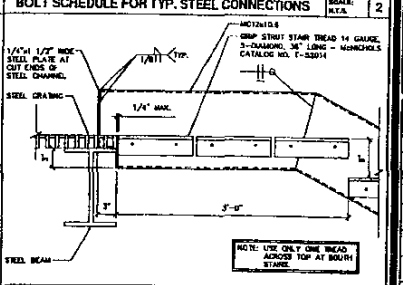
CABLE TRAY AT MASONRY WALL | SCALE: N.T.S. | 15



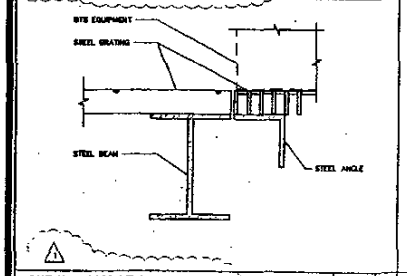
STEEL CHANNEL AT STEEL COLUMN | SCALE: N.T.S. | 11



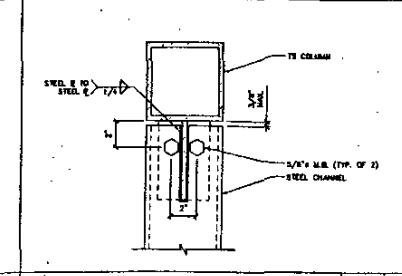
TS COLUMN AT STEEL BEAM | SCALE: N.T.S. | 7



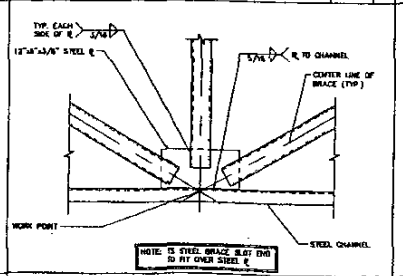
STAIR TREADS AT STEEL BEAM | SCALE: N.T.S. | 3



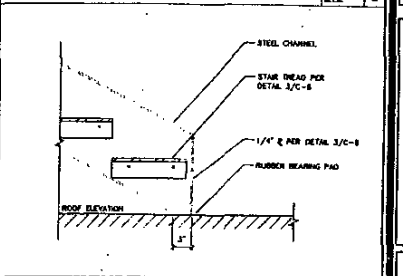
STEEL BEAM AT STEEL ANGLE | SCALE: N.T.S. | 16



PLAN - STEEL CHANNEL AT STEEL COLUMN | SCALE: N.T.S. | 12



STEEL BRACE AT STEEL CHANNEL | SCALE: N.T.S. | 8



STEEL CHANNEL AT ROOF | SCALE: N.T.S. | 4

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BOYS & GIRLS CLUB

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C-6

ELECTRICAL LEGEND
(ALL SYMBOLS ARE NOT NECESSARILY USED)

SINGLE LINE	PLAN	DESCRIPTION
		UTILITY METER
		FUSED DISCONNECT FRAME SIZE, FUSE SIZE AND FUSE TYPE NOTED
		MANUAL TRANSFER SWITCH
		PANEL BOARD
		TRANSFORMER, RATING NOTED
		TELEPHONE COMPANY PEDESTAL
		SPECIAL USE RECEPTACLE
		GROUND BAR
		NEUTRAL BAR
		FUSED PULL-OUT. AMPERAGE AND QUANTITY OF POLES INDICATED.
		GROUND ROD WITH ACCESS
		GROUND ROD
		EXOTHERMIC TYPE CONNECTION (CADWELD)
		MECHANICAL TYPE CONNECTION
		#2 AWG, SOLID BARE COPPER WIRE (BCW)
		#2/0 AWG, STRANDED BARE COPPER WIRE (BCW)
		#2 AWG, INSULATED STRANDED COPPER WIRE
		UNDERGROUND CONDUIT
		CONDUIT COPPER GROUND WIRE
		EXPOSED CONDUIT
		HIGH INTENSITY DISCHARGE LUMINAIR, POLE MOUNTED
		HIGH INTENSITY DISCHARGE LUMINAIR, WALL MOUNTED
		TELCO DISTRIBUTION PANEL
		POWER DISTRIBUTION PANEL
		ROLLED STEEL CHANNEL

ABBREVIATIONS

A	AMPERES	KW	KILOWATT
AGB	ANTENNA GROUND BAR	LTG	LIGHTING
AC	ALTERNATING CURRENT	MGB	MAIN GROUND BAR
AFF	ABOVE FINISHED FLOOR	MISC	MISCELLANEOUS
AWG	AMERICAN WIRE GAUGE	M/W	MICROWAVE DISH
BCW	BARE COPPER WIRE	NEC	NATIONAL ELECTRICAL CODE
BOB	BOTTOM OF DUCT	NEMA	NATIONAL ELECTRICAL MFGR'S ASSOCIATION
BOT	BOTTOM OF TRAY	PCS	PERSONAL COMMUNICATION SYSTEM
BSCW	BARE STRANDED COPPER WIRE	PNL	PANEL BOARD
CAT. NO	CATALOG NUMBER	PPC	POWER PROTECTION CABINET
C	CONDUIT	PWR	POWER
C.O.	CONDUIT ONLY	RECP	RECEPTACLE
EMT	ELECTRICAL METALLIC TUBING	RGC	RIGID GALVANIZED CONDUIT
FUT	FUTURE	TEL	TELCO
GB	GROUND BAR	TYP	TYPICAL
GEN	GENERATOR	V	VOLT
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	VA	VOLT-AMPERE
GND	GROUND	W	WATT
HID	HIGH INTENSITY DISCHARGE	W/	WITH
IGB	INTERIOR GROUND BAR (HALO)	W/O	WITHOUT
ISCW	INSULATED STRANDED COPPER WIRE	XFER SW	TRANSFER SWITCH
KV	KILOVOLT	XFMR	TRANSFORMER
KVA	KILOVOLT-AMPERE		

GENERAL ELECTRICAL NOTES

1. PROVIDE ALL WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES, O.S.H.A. AND THE PROJECT SPECIFICATIONS.
2. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURE THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED AND APPROVED BY UNDERWRITER'S LABORATORY AND SHALL BEAR THE INSPECTION LABEL "L" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING CODES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NMTC.
3. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANELBOARD, PULLBOX, J-BOX, SWITCH BOX, ETC., IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)
4. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
5. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
6. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
7. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
8. HEIGHTS SHALL BE VERIFIED WITH VOICESTREAM AND/OR LANDLORD PRIOR TO INSTALLATION.
9. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATION TESTS, AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
10. ALL CONDUIT ONLY (C.O.) SHALL HAVE A PULL WIRE OR ROPE.
11. PROVIDE CONSTRUCTION MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS.
12. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO OWNER AT JOB COMPLETION.
13. USE T-TAP CONNECTIONS ON ALL MULTI-CIRCUITS WITH COMMON NEUTRAL CONDUCTOR FOR LIGHTING FIXTURE.
14. ALL CONDUCTORS SHALL BE COPPER.
15. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
16. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES AND ORDINANCE.
17. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
18. IN DRILLING HOLES INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC., IT MUST BE CLEARLY UNDERSTOOD THAT TENSIONS AND/OR REINFORCING STEEL SHALL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES.
19. LOCATION OF TENSIONS AND/OR REINFORCING STEEL ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT VIA X-RAY OR OTHER DEVICES THAT CAN ACCURATELY LOCATE THE REINFORCING AND/OR STEEL TENSIONS.
20. PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH SECTION NO. 4305 AND NO. 4309 OF THE U.B.C.
21. RECEPTACLES SHALL BE 20 AMPERE, 125 VOLT A.C., GRAY AS REQUIRED BY THE ARCHITECT OR APPROVED EQUAL.
22. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS, SHALL HAVE ENGRAVED LETTERING WHERE INDICATED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE RACO #4804, 1/2" RUBBER WORK COVERS.
23. WIRE AND CABLE CONDUCTORS SHALL BE COPPER WITH 8AWG/THWN OR THHW INSULATED STRANDED COPPER WIRE.
24. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS. MANUFACTURED BY SQUARE COMPANY OR APPROVED EQUAL.
25. ALL MATERIALS SHALL BE U.L. LISTED.
26. CONDUIT:
    a. RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN CONCRETE SLABS, OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. X.
    b. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTINGS SHALL BE GLAND RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.
    c. LIQUID TIGHT FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "ANSI" OR "BOSTON" TYPE, SEAL TIGHT FLEXIBLE CONDUIT. ALL CONDUIT SHALL HAVE FULL SIZE GROUND WIRE.
    d. ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 36" BELOW GRADE.
27. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
28. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.
29. ALL DETAILS ARE SHOWN DIAGRAMMATICALLY. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
30. ALL EXTERIOR GROUNDING AND TOP OF GROUNDING RODS SHALL BE BURIED TO A MINIMUM DEPTH OF 36" BELOW FINISH GRADE, ELECTRIC METER GROUND ROD EXCEPTED.
31. UPON COMPLETION OF WORK, CONDUCT A CONTINUITY TEST, SPHERE CIRCUIT TEST, AND FALL POTENTIAL GROUNDING TEST (5 OHMS OR LESS). SUBMIT TEST REPORTS TO CONSTRUCTION MANAGER. CLEAR PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
32. NOTIFY PROJECT MANAGER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
33. CHEMICAL GROUNDS SHALL BE XIT, CHEM-ROD OR APPROVED EQUAL, WHEN REQUIRED AND APPROVED BY VOICESTREAM.
34. ALL UNDERGROUND GROUNDING CONNECTORS ARE TO BE EXOWELDED, ABOVE GRADE GROUNDING SHALL BE EITHER CADWELD OR MECHANICAL AS SPECIFIED ON DRAWINGS.
35. GATE GROUNDING SHALL BE FLEX CONNECTOR: BOY, "CADWELD" CATALOG #YJ024 FOR GATE/POST FLEX CONNECTOR (EXAMPLE: PART NO. VBG-20-903 FOR 2 7/8" POST) OR EQUAL.
36. GROUND RODS SHALL BE COPPER CLAD STEEL, 5/8" ROUND AND 8' LONG. COPPOR WELD OR APPROVED EQUAL.

ELECTRICAL NOTES AND SYMBOLS

VoiceStream WIRELESS
2601 W. BROADWAY, TEMPE AZ 85282
(602) 843-3000

LAW
LAW/ORR Group Member
Law Engineering & Environmental Services, Inc.
4634 South 36th Place
Phoenix, Arizona 85040
(602) 437-8250
(602) 437-3875

JURISDICTIONAL APPROVAL

SEAL

Registered Professional Engineer (Electrical)
CERTIFICATE NO. 22929
RONALD W. AUBITE
Date Signed 7/8/09
ARIZONA, U.S.A.

1	06/17/03	ISSUE FOR PERMIT	DAK	BV

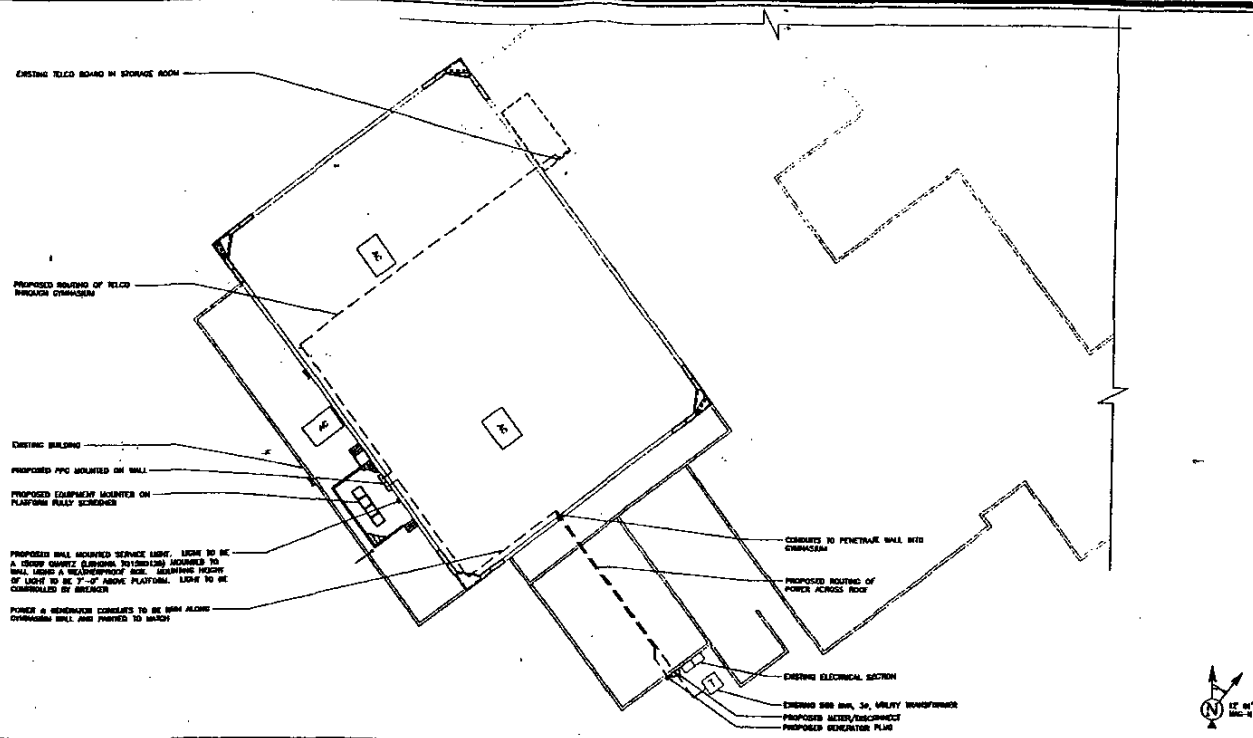
10515 E. LAKEVIEW
SCOTTSDALE, AZ. 85258

PH30929F

BOYS & GIRLS CLUB

SHEET NUMBER

E-1



POWER/TELCO ROUTING — SCALE N.T.S. — 1

LP-1 PANEL SCHEDULE

MAINS: 200A MCB		LOCATION: INSIDE PPC CABINET	
VOLTAGE: 120/240V-1ø 3W		LOAD – VA / MOUNTING: N/A	
TYPE: SQUARE D TYPE QO		MIN. AIC:	

CIRCUIT DESCRIPTION	BKR	CKT NUM	CON (C)	A#	B#	CKT NUM	BKR	CIRCUIT DESCRIPTION
SITE SUPPORT CABINET	50/2	1		4,500		2	50/2	AC SURGE PROTECTION
		3			4,500	4		
SITE SUPPORT CABINET	50/2	5		4,500		6	20/1	GFCI RECEPT (FACTORY WIRED TO TELCO CABINET)
		7			4,500	8		T/W/LIGHTS (FACTORY WIRED TO TELCO CABINET)
SITE SUPPORT CABINET	50/2	9		4,500		10	20/1	LIGHTS
		11	C	1,275		12	20/1	GFCI RECEPTACLE (FACTORY WIRED TO PPC)
LOAD /	CONTINUOUS (C)			1,275	0			
	NON-CONTINUOUS			13,999	13,760			
TOTAL LOAD	CONTINUOUS (C)			1,275	0			15,274 ÷ 120 = 128A
	NON-CONTINUOUS			13,999	13,760			
	CONNECTED			15,274	13,760			
	125% OF CONT. LOAD			319	0			
	TOTAL			15,274	13,760			

PANEL SCHEDULE — 3

NOTES:

1. THE CONTRACTOR SHALL COORDINATE THE "T1" SERVICE WITH THE TELEPHONE COMPANY AND COMPLY WITH THE TELEPHONE COMPANY'S SERVICE SPECIFICATIONS. OBTAIN A COPY AS NEEDED.
2. PROVIDE A MAIN SERVICE METER/DISCONNECT, NEMA 3R, 200A, 240V, 3 PHASE, 4 WIRE, 65kAIC MINIMUM RATING. FUSE WITH CLASS-T FUSES. ONE LEG OF LOAD SIDE OF DISCONNECT NOT TO BE USED. PROVIDE ONLY (2) CURRENT CARRING CONDUCTORS, (1) GROUNDED CONDUCTOR AND (1) GROUNDING CONDUCTOR TO PPC.
3. THE GENERATOR RECEPTACLE IS TO BE MOUNTED ADJACENT TO METER/DISCONNECT (APPLETON CATALOG NO. AJA720).
4. INSTALL THE OWNER PROVIDED POWER PROTECTION CABINET AND TELCO DISTRIBUTION CABINET. COMPLY WITH THE MANUFACTURER'S INSTALLATION REQUIREMENTS DOCUMENTED IN THE INSTALLATION MANUAL.
5. PROVIDE THE CIRCUIT BREAKERS THAT ARE REQUIRED BUT NOT PROVIDED WITH THE POWER PROTECTION CABINET. MATCH THE MFG AND STYLE OF THE EXISTING CIRCUIT BREAKERS. MAINTAIN THE CABINET'S AIC RATING.
6. THE MANUAL TRANSFER SWITCH PROVIDED WITH THE POWER PROTECTION CABINET IS A BREAK-BEFORE-MAKE TYPE. THE GENERATOR PLUG IS FACTORY WIRED AND MOUNTED ON THE CABINET.

FAULT CURRENT CALCULATIONS

ASSUMPTIONS
- FAULT CURRENT FROM UTILITY COMPANY IS 65 kAIC
- PPC FED WITH 4/0 CU. IN STEEL CONDUIT
- LENGTH FROM SERVICE TO PPC IS 93'

1 FAULT CURRENT AT PPC

$I = 1.732(65)(65,000)/15,023(208) = 3.4063$

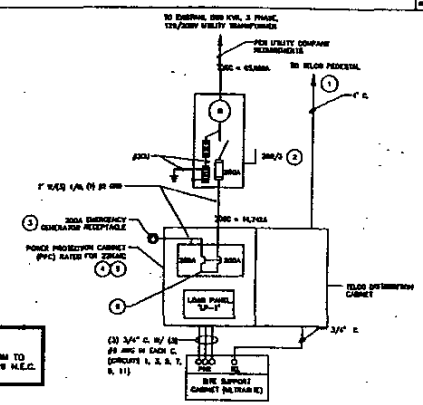
$M = 1/(1+3.4063) = 0.2268$

$Isc = 0.2268(65,000) = 14,742A$

FAULT CURRENT IS LESS THAN 22,000A

GROUNDING NOTE:

SITE GROUNDING MUST CONFORM TO ARTICLE 250-106 OF THE 1999 N.E.C.



ONE-LINE DIAGRAM AND NOTES — 2

VoiceStream WIRELESS
2600 W. BROADWAY, TEMPE AZ 85282
(602) 843-3000

LAW
Law Engineering & Environmental Services, Inc.
4834 South 36th Place
Phoenix, Arizona 85040
(602) 437-0250
(602) 437-3075

JURISDICTIONAL APPROVAL

SEAL

Registered Professional Engineer (Electrical) CERTIFICATE NO. 22929 RONALD W. KORTE ARIZONA U.S.A. 7/10/02

0	06/17/02	ISSUE FOR PERMIT	BAK	BV

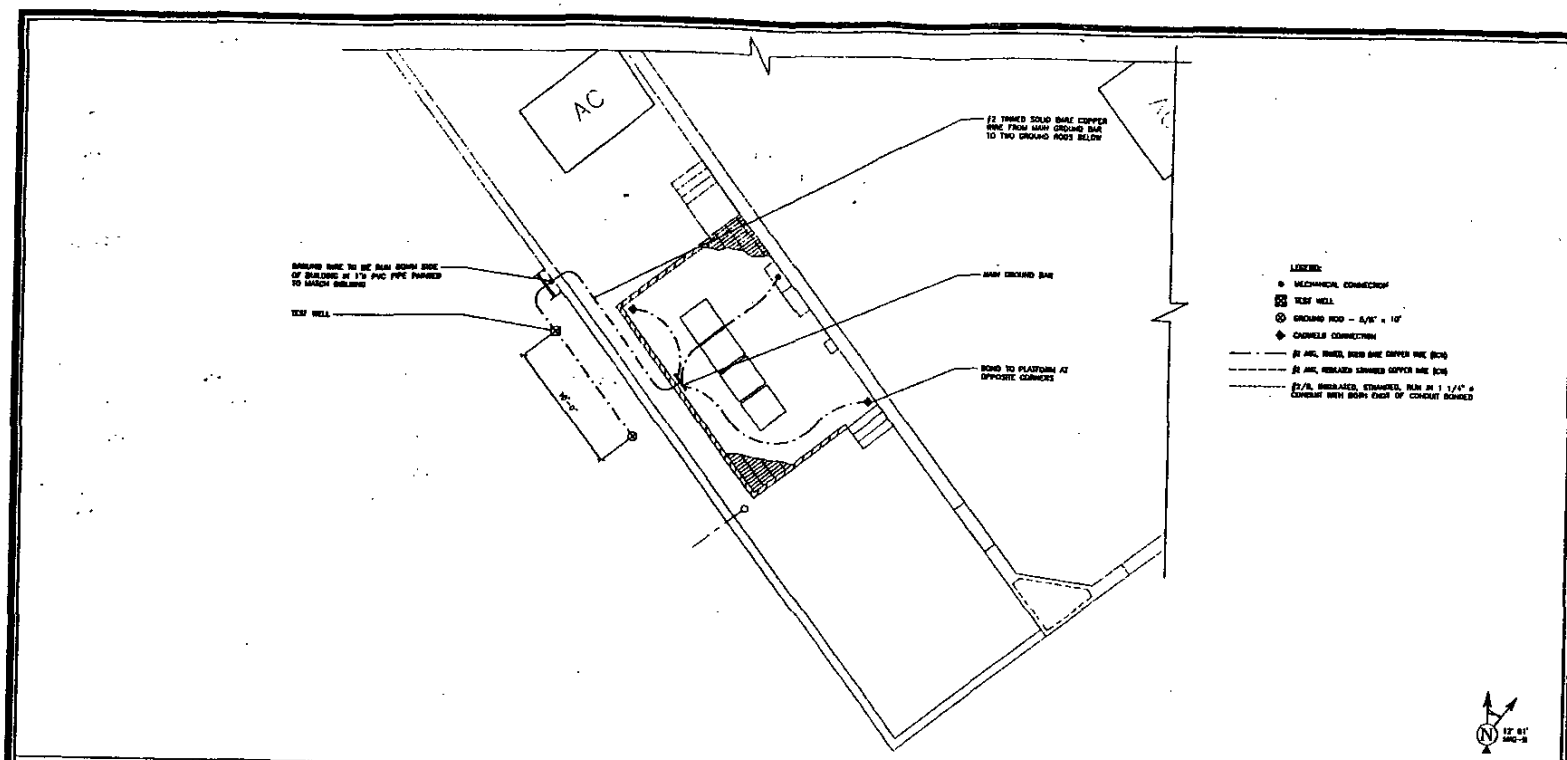
10515 E. LAKEVIEW
SCOTTSDALE, AZ. 85258

PH30929F

BOYS & GIRLS CLUB

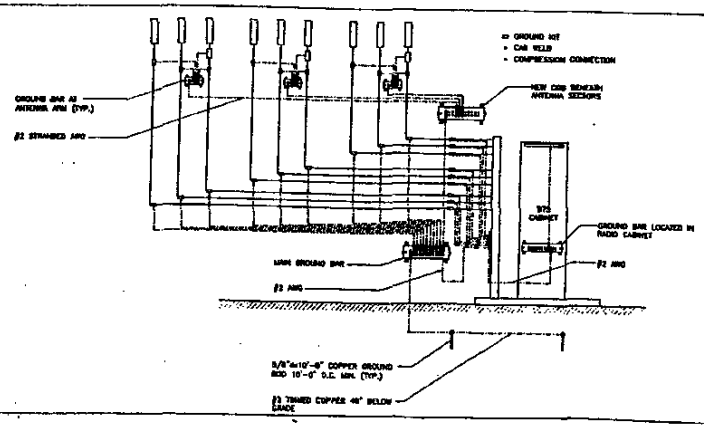
SHEET NUMBER

E-2



GROUNDING PLAN

SCALE: N.T.S. 1



GROUNDING SCHEMATIC

2

VoiceStream WIRELESS
2601 W. BROADWAY, TEMPE, AZ 85283
(602) 443-3000

LAW
LawGroup Group Member
Law Engineering & Environmental Services, Inc.
4634 South 34th Place
Phoenix, Arizona 85040
(602) 437-0250
(602) 437-3875

JURISDICTIONAL APPROVAL

SEAL

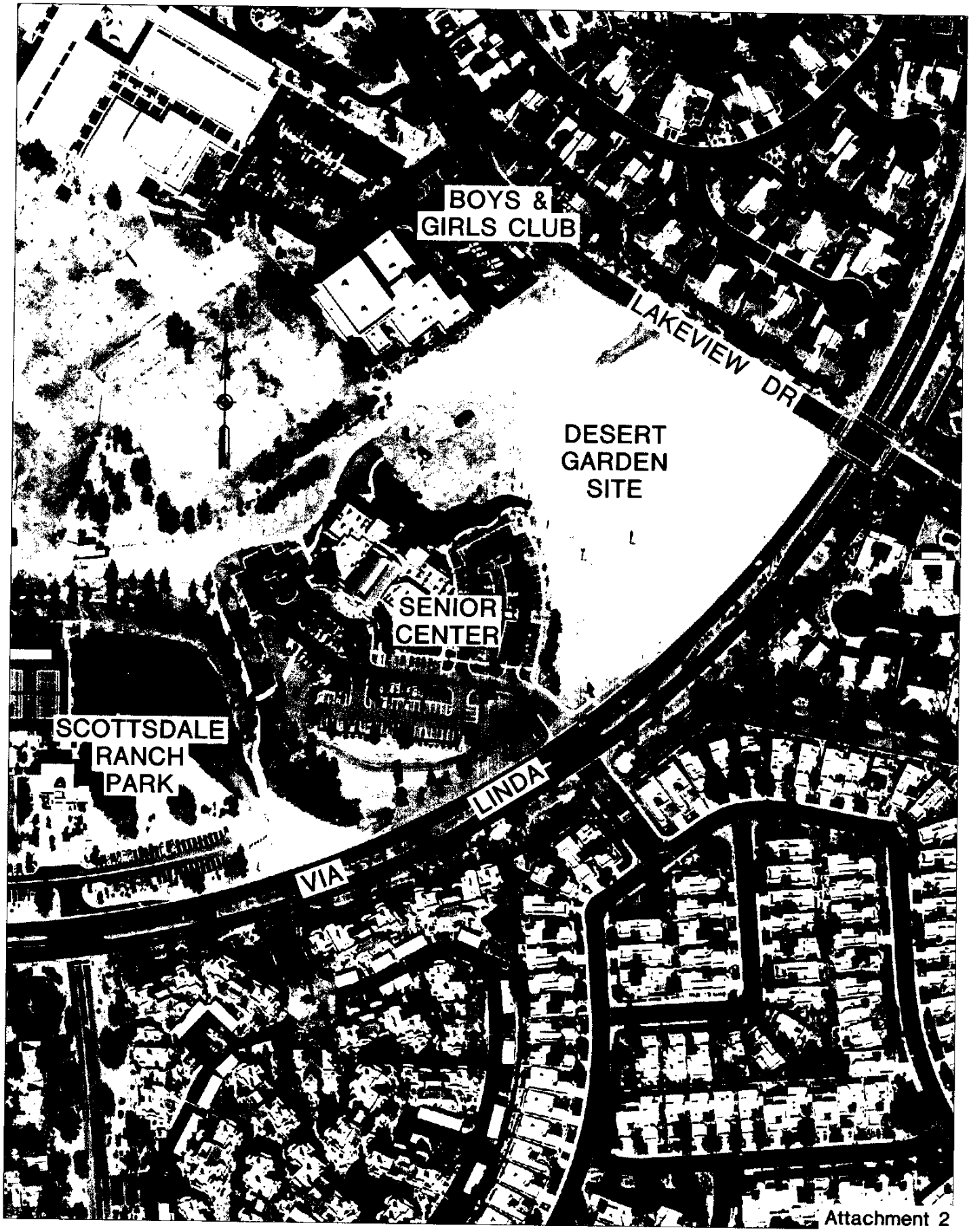
Registered Professional Engineer (Electrical)
CERTIFICATE NO. 22929
RONALD W. KORTE
Date Signed 7/8/02
ARIZONA, U.S.A.

0	06/17/02	ISSUE FOR PERMIT	DAN	BV

10515 E. LAKEVIEW
SCOTTSDALE, AZ. 85258

PH30929F
BOYS & GIRLS CLUB

SHEET NUMBER
E-3



Attachment 2

STAFF APPROVAL NO. 65-SA-2002

SUBMIT ONE COPY OF THIS APPROVAL LETTER WITH THE FOLLOWING PLAN SETS TO THE ONE-STOP SHOP FOR PLAN REVIEW:

BUILDING:	[x] 2 sets of architectural plans and 1 set of civil improvement plans
FIRE:	[x] 1 set of architectural plans
PLANNING:	[x] 1 set of architectural plans and 2 additional site plans & elevations
CIVIL:	[x] 1 set of civil improvement plans, as required.

PROJECT NAME: VoiceStream PWSF Antenna at the Boys and Girls Club

LOCATION: 10515 E. Lakeview Dr.

__ __ PARCEL 217-34-908 QUARTER SECTION 28-53

COMPANY NAME: Voicestream Wireless
APPLICANT'S NAME: Morris Mickelson
ADDRESS: 2601 W Broadway Rd Tempe, AZ 85282
PHONE: 602-410-2210 FAX:

REQUEST Building Mounted PWSF Antenna at Lakeview Boys and Girls CluB, Scottsdale Ranch

STAFF APPROVAL NOTIFICATION

This letter is notification that your REQUEST is approved conceptually by Community Development staff. Plans shall be submitted for permits as required by the One-Stop Shop. **This approval expires one (1) year from date of approval if a permit is required but has not been issued.**

[ ] NO STIPULATIONS PERTAINING TO THIS PROJECT OTHER THAN THOSE IN RELATED CASES.

[x] STIPULATIONS: 1). Site Plan, Enlarged Site Plan and Elevations shall be as shown on Sheets T-1, LS-1, C-2 and C-3 prepared by LawGibb Engineering and Environmental Services dated 3/12/02.

2). Materials and colors to match existing building.

3). Exterior ladders shall not generally be visible from adjacent properties, be painted to match the building and conform to City Ordinance.

4). Application shall conform with requirements of Zoning Ordinance, Code and PWSF Policy.

RELATED CASES City Code and Ordinance.

SIGNATURE: [signature]

APPROVED
5/3/02 [signature]
65-SA-02

DATE: May 3, 2002

STAFF: Please return this letter along with approved plans to Office Coordination for necessary distribution.

c Project File Applicant Code Enforcement Planning Inspectors

#420 Pd #25584

Attachment No. 3

CITY COUNCIL REPORT

MEETING DATE: 2/18/03 ITEM NO. 9 GOAL: Short- and Long-term Economic Prosperity

SUBJECT

Corporate and Association Meetings Industry Research and Market Analysis

REQUEST

As recommended by the Tourism Development Commission, Council is requested to:

A.) Adopt Resolution No. 6255 authorizing funds in the amount of $25,000 for the preparation of a Research and Market Analysis of the meetings industry.

B.) Approve Contract No. 2003-014-COS with Gerard Murphy and Associates for the preparation of that analysis.

BACKGROUND

Scottsdale has not conducted a comprehensive primary research study of the corporate and associations meetings market in approximately ten years. The Scottsdale Convention and Visitors' Bureau has relied on secondary information from the hotel sales and marketing organizations to provide direction in marketing strategies and products to the meetings and group market.

According to the Scottsdale Convention and Visitors Bureau 2002-2003 Destination Marketing Guide, an estimated 60% of Scottsdale's hotel revenue comes from the group meetings market segment, making this an important component of the overall mix of hotel rooms revenue. In addition to the effects of an economic downturn and the negative impact of world affairs on tourism in Scottsdale, there is also significant new inventory in the local market area. The 750 room Westin Kierland Hotel and the 950 room Marriott Desert Ridge Hotel, both located on the Scottsdale/Phoenix border, rely on the corporate and association group meetings market for the majority of their business.

Increased marketing efforts from competing destinations, along with changing needs of meeting planners and their organizations (e.g. cost, location, ease of travel, length of meeting, frequency among others) led the Tourism Development Commission to recommend that an in-depth market research study and analysis be conducted to provide current and comprehensive information to more effectively target this market segment.

The City's bed tax ordinance specifies that a percentage of bed tax funds be used to support research related to the tourism industry, in order to insure that the City's investment in the tourism industry is maximized. Research projects are reviewed by the City's Tourism Development Commission, who then forwards recommendations on to the City Council for approval. The results are then shared with the Scottsdale Convention and Visitor's Bureau (CVB) and the entire local hospitality industry.

A committee comprised of representatives from the Scottsdale CVB and hotel sales and marketing directors developed the criteria for the scope of work that was included in the Request for Proposal. Among the issues to be addressed are:

- Trends in corporate and association group meeting bookings
- Attitudes and Usage of Scottsdale and its competitors
- Client perceptions regarding costs in Scottsdale relative to competing destinations
- Changes in Scottsdale "product" that would increase frequency of meetings held in Scottsdale
- Importance of factors influencing destination selection
- Likelihood of selecting Scottsdale compared to 3-5 years ago, and reasons for any increase or decrease
- Frequency of use of CVB's and ways they are used

Eight proposals were received and evaluated by the committee as shown on the attached evaluation matrix (Attachment 3). The committee selected three proposals for further clarification, and the final selection was based on the responses to the request for clarification, and a personal interview with the top-rated finalist.

The data produced from this research, and the resulting action plans are intended to assist the City and the Bureau to more effectively target appropriate customers within this segment, provide insight into buying decision factors, to determine product knowledge and perception, and position Scottsdale to compete with other destinations.

ANALYSIS & ASSESESSMENT

Well over half of the City's bed tax revenue comes from the corporate and association meeting business. An effective marketing plan and a competitive product are essential to achieving the objective of maintaining and increasing the percentage of this market segment. The results of this project are intended to provide the information to accomplish this objective.

The scope of work includes the identification of trends in Corporate and Association group bookings, geographic sources of business, and a business mix analysis for Scottsdale hotels. In addition, primary research will be conducted among meeting planners to determine their attitudes toward, and usage of Scottsdale and its competitors, and will delineate the competitive set for meetings business.

Gerard Murphy and Associates has specialized in tourism research and consulting for 25 years. They have produced a number of syndicated research studies for the industry, including a national trend study of the convention market, along with numerous custom-designed primary research projects for the meeting industry.

The scope of this project, along with the experience and expertise of Gerard Murphy and Associates is designed to provide current, comprehensive information needed to create a strategic plan for more effective sales, marketing and promotional activities to the meetings industry both short-term, and in future years.

The results of the study will be shared with the industry through the Scottsdale Convention and Visitors Bureau, and incorporated into their marketing plan.

RESOURCE IMPACTS

Available funding. $55,000 was budgeted in the current fiscal year for the Research component of the Bed Tax Operating budget. Through December, $5,275 has been spent, and an additional $16,000 in tourism development research expenses (not including this request) are projected for the current fiscal year.

02/03Tourism Development Research Funds

Budget	$55,000
Spent YTD (Dec.)	(5,275)
Unexpended	$49,725
Projected Additional	(16,000)
Meetings Research Project	(25,000)
Estimated Unexpended	$ 8,725

Cost recovery options. Results from this study should help increase room nights from this market segment, in turn generating new bed tax revenues.

Staffing, workload impact. Handling the City's contract will be the responsibility of City staff.

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Approve the Request as submitted in this report to authorize staff to hire the recommended hospitality research consultant to conduct a Meetings Industry Market Research and Analysis project intended to increase bed tax and other related revenue to the City from the group meeting market segment.

Description of Option B: Implement only the data gathering portion of the project without the interpretive, strategic planning and implementation recommendations of a qualified hospitality research consultant. Doing so would reduce the overall cost somewhat, but would not provide key professional recommendations.

Description of Option C: Do not approve the request.

Recommended Approach: Both staff and the City's Tourism Development Commission recommend Option "A" as stated above. Minutes of the TDC's meetings relating to this recommendation are included as Attachment 4. TDC action was unanimous.

RESPONSIBLE DEPT(S)

Economic Vitality

STAFF CONTACT(S)

Kathy Carlisle O'Connor
Tourism Development Manager, Economic Vitality Department
Phone: 480.312.7057 E-mail: kcoconnor@scottsdaleAZ.gov

APPROVED BY

Dave Roderique
General Manager, Economic Vitality

2/3/03
Date

Janet Dolan
City Manager

2/3/03
Date

ATTACHMENTS

1. Resolution No. 6255
2. Contract No. 2003-014-COS
3. Evaluation Matrix
4. TDC Meeting Minutes

RESOLUTION NO. 6255

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO APPROVE PROFESSIONAL SERVICES CONTRACT NO. 2003-014-COS WITH GERARD MURPHY & ASSOCIATES FOR SCOTTSDALE MEETING INDUSTRY MARKET RESEARCH AND ANALYSIS SERVICES

WHEREAS, the City of Scottsdale requires the services of qualified persons to perform Scottsdale meeting industry market research and analysis; and

WHEREAS, Gerard Murphy & Associates is qualified and able to provide such services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. Mayor Mary Manross is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Professional Services Contract No. 2003-014-COS, an agreement between the City of Scottsdale and Gerard Murphy & Associates for the provision of Scottsdale meeting industry market research and analysis services.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Scottsdale this 18th day of February, 2003.

ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: _____
Sonia Robertson,
City Clerk

By: _____
Mary Manross,
Mayor

APPROVED AS TO FORM:

By: _____
David A. Pennartz,
City Attorney

33956_1.DOC

CITY OF SCOTTSDALE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into this 18th day of February, 2003, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona hereinafter referred to as "City", and Gerard Murphy & Associates, hereinafter referred to as "Consultant".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; AND

WHEREAS, the City desires to contract for a Scottsdale Meeting Industry Market Research and Analysis AND
WHEREAS, Consultant is duly qualified to perform the requested services;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the professional services required by this Contract.

1.1 SERVICE DESCRIPTION

The entire Scope of Work for Request for Proposal No. 03RP004 identified as Scottsdale Meetings Industry Market Research & Analysis is incorporated herein by this reference as fully as if written out below. Consultant's proposal submitted in response to Request for Proposal Number 03RP004 and dated October 2002 and clarification letter dated November 22, 2002 is incorporated herein by this reference as fully as if written out below. If any provision incorporated by reference from the Scope of Work conflicts with any provision of the Consultant's proposal, the provision of the Scope of Work will control. If any provision of the Consultant's proposal conflicts with any provision of this Contract, this Contract will control.

1.2 ACCEPTANCE AND DOCUMENTATION

A. Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

B. The City shall provide all necessary information to the Consultant for timely completion of the tasks specified in Item 1.1 above.

C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and

remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task shall be recorded and submitted to the Contract Administrator. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available for audit by the City pursuant to Section 4.7 of this Contract.

2.2 FEE SCHEDULE

The amount paid to Consultant inclusive of all expenses under this Contract shall not exceed $25,000.

Consultant shall be paid according to following schedule:

One-half upon completion of Stage II	$11,350
Balance (one-half) upon completion and delivery of final recommendation	$11,350
TOTAL STUDY COSTS	**$22,700**

Consultant may submit work in progress billings for services rendered together with applicable documentation as directed by the Contract Administrator.

Consultant shall submit to the Contract Administrator for approval, any out-of-pocket travel or other incidental expenses to be billed to the City. In any case, approved expenses **shall not exceed $2,300.**

Amounts indicated in this Section 2.2 represent the entire amounts payable under this Contract. Additional expenses will not be authorized.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator prior to payment.

3.0 TERM, TERMINATION

3.1 TERM

Term of the Contract is until the tasks listed in 1.1 have been completed according to the following schedule:

Week 1	Stage I
Weeks 2 – 3	Stage II
Weeks 4 – 6	Stage III
Weeks 7 – 19	Stage IV

In the event that any tasks remain incomplete after the specified completion time period, continuation of this Contract shall be subject to written approval by the Contract Administrator.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Consultant's suppliers or Subcontractors, which Consultant could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause.

In the event of termination for cause, City shall not be liable to Consultant for any amount, and Consultant shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Consultant.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Kathy Carlisle O'Connor or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

RECORDS AND AUDIT RIGHTS-CONT'D

Consultant shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all Subcontractors,

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

4.8 ATTORNEY'S FEES

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

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant:

Gerard Murphy, Owner
Gerard Murphy & Associates
Marketing and Research Consultants
765 Baywood Drive, Suite 325
Petaluma, CA 94954

In the case of City:

Kathy Carlisle O'Connor
Tourism Development Manager
City of Scottsdale
Department of Economic vitality
7447 East Indian School Road, Suite 200
Scottsdale, Arizona 85251

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.13 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultants performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Consultant.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Consultant may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.19 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.20 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

5.0 INSURANCE

Indemnification

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

5.1 Insurance Representations and Requirements

5.1.1 General:

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

5.1.2 No Representation of Coverage Adequacy:

By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.1.3 Coverage Term:

All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

5.1.4 Policy Deductibles and or Self Insured Retentions:

The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Contractor shall be solely responsible for any such deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.1.5 Use of Subcontractors:

If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.1.6 Evidence of Insurance:

Prior to commencing any work or services under this Contract, Contractor shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying coverage as required
2. Contractor's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except for Professional Liability insurance if applicable waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. Certificate shall cite 30 day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

5.2 Required Coverage

5.2.1 Commercial General Liability:

Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $1,000,000 Products and Completed Operations Annual Aggregate, and a $1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

5.2.2 Vehicle Liability:

Contractor shall maintain Business Automobile Liability insurance with a limit of $500,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 01 07 97 or equivalent thereof.

If any Excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

5.2.3 Workers Compensation Insurance:

Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this ___ day of _____, 2003.

CITY OF SCOTTSDALE

ATTEST:

By:_____
Mary Manross, Mayor

CONSULTANT:

Gerard Murphy & Associates
By:_____
Gerard Murphy, Owner

By:_____
Sonia Robertson, City Clerk

CITY OF SCOTTSDALE REVIEW:

_____
Monroe C. Warren
Purchasing Director

CITY CONTRACT ADMINISTRATOR

By:_____
Kathy Carlisle O'Connor
Tourism Development Manager

_____ for
Myron Kuklok
Risk Management Director

APPROVED AS TO FORM:

_____
David A. Pennartz
City Attorney

ACORDtm

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

INSURED

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG	$
	CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	$
	OWNERS & CONTRACTORS PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person))	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY	$
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS / OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL EACH ACCIDENT	$
					EL DISEASE . POLICY LIMIT	$
					EL DISEASE . EA EMPLOYEE	$
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability ISO Form CG 20 10 11 85 or equivalent, Auto Liability ISO Form CA 20 48 or equivalent, and Excess Liability follow form to underlying coverage. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. **APPLICABLE CONTRACT NUMBER:** _____

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTIVE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1/95)

© ACORD CORPORATION 1988

CITY OF SCOTTSDALE

CERTIFICATE OF INSURANCE

City Department:	Project Title:	Contract #:

Companies Affording Coverage		Current State of Arizona License		Current A.M. Best Rating
Producer:		Yes	No	
Insured:	A.			
	B.			
	C.			
	D.			
	E.			

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	(,000)
	General Liability ☐ Commercial General Liability ☐ Occurrence ☐ Claims Made ☐ Owner's & Contractor's Prot. ☐ Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Exp. (any one person)	$ $ $ $ $ $
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage	 $ $ $
	Professional Liability ☐ Type _____ ☐ Claims Made ☐ Occurrence				Each Claim All Claims	$ $
	Excess Liability ☐ Umbrella Form ☐ Other than umbrella form ☐ Claims Made ☐ Occurrence				Each Occurrence Aggregate	$ $
	Workers Compensation Employer's Liability				Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	 $ $ $
	Builder's Risk					
	Other:					

Description of Operations/Locations/Vehicles/Special Items:
City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability ISO Form CG 20 10 11 85 or equivalent, Auto Liability ISO Form CA 20 48 or equivalent, and Excess Liability follow form to underlying coverage. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company.

CERTIFICATE HOLDER/ADDITIONAL INSURED	Authorized Representative of the insurance company(ies)
City of Scottsdale 9191 E. San Salvador Drive Scottsdale, AZ 85258	Signature: _____ Date: _____

SCOTTSDALE MEETINGS INDUSTRY MARKET RESEARCH AND ANALYSIS EVALUATION SUMMARY
Request for Proposal No. 03RP004
Attachment 3

Evaluation Criteria

All proposals were evaluated by the Selection Committee using the following criteria.

A. Demonstrated experience on similar type projects, qualifications and stability of the contractor.
B. Qualifications of personnel assigned to the project.
C. Contractor's response to the Scope of Work including the demonstrated understanding of the scope and the proposed schedule.
D. Cost factors associated with performing the required tasks.
E. Satisfactory reference checks relating to past work relationships, including past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
F. Demonstrated research and analytical skills, shown on sample report(s) for previous projects completed by Contractor.

TOTAL POINT SCORE
(SEVEN COMMITTEE MEMBERS SUBMITTING)

	BW	DP	HVS	MI	GMA	NFO	NATO	VEN
No.1	45	84	85	88	85	58	53	46
No.2	45	78	81	75	90	67	68	62
No.3	40	98	65	90	85	75	48	53
No.4	72	80	45	85	90	65	50	48
No.5	50	78	60	80	68	60	55	75
No.6	46	85	70	80	90	70	50	60
No.7	62	90	65	65	95	70	79	68
Total	**360**	**593**	**471**	**563**	**603**	**465**	**403**	**412**

Submittals:
BW - Blue Wolf
DP - Davidson Peterson
HVS - HVS International
MI - Marketing Intelligence
GMA - Gerard Murphy and Associates
NFO - NFO Prog Research
NATO - North American Testing Organization
VEN - Venture Lab

ATTACHMENT 4

SCOTTSDALE TOURISM DEVELOPMENT COMMISSION
CITY OF SCOTTSDALE, PINNACLE CONFERENCE ROOM
7575 EAST MAIN STREET, SCOTTSDALE, ARIZONA
AUGUST 20, 2002

MINUTES

PRESENT: Don Bomer, Chair
Chris Hart, Vice-Chair
Jose Catalan
Tom Curley
Ned Sickle
Tom Morrow

STAFF: Kathy Montalvo

OTHERS PRESENT FOR ALL OR PORTIONS OF THE MEETING:

Councilman Ecton
Councilman Littlefield
John Arnhold
Rebecca Eickley
Rich Wetzel
Ed Gawf
Kristi Miller
Dwayne Richard
Chief Doug Bartosh
Sgt. Tom Hill
Kelly Ward

CALL TO ORDER

Chairman Bomer called the regular meeting of the Scottsdale Tourism Development Commission to order at 8:35 a.m.

ROLL CALL

A formal roll call confirmed members present as stated above.

APPROVAL OF MINUTES

A MOTION WAS MADE BY VICE-CHAIRMAN HART TO APPROVE THE MINUTES OF THE JULY 23, 2002 MEETINGS AS PRESENTED. THE MOTION WAS SECONDED BY COMMISSIONER CATALAN AND PASSED UNANIMOUSLY.

WATERFRONT AND FLEISCHER MUSEUM UPDATE

Ed Gawf, Deputy City Manager, presented an update on the Waterfront Project. He presented an overview on the canal project and design elements. He reviewed the City Council direction on the elements of Arizona Canal at Scottsdale project.

Mr. Gawf reported that the 5th Avenue parking structure would be separated out from the Canal Project. The 5th Avenue parking structure will be part of the overall district-parking plan for downtown. He further reported they plan to expand the trolley service to connect downtown districts.

Mr. Gawf remarked the goal is to create a focal point/destination attraction and develop a community amenity that reflects the unique character of Scottsdale.

Commissioner Catalan inquired if there would be funding for the canal bank coming from the Tourism Development Commission. Mr. Wetzel stated that in February the Council identified $4.2 million of bed tax funds would be allocated to the canal bank improvements. He reiterated that the 5th Avenue parking structure would be part of the overall district-parking plan for downtown and not part of the $4.2 million. Mr. Gawf remarked this project would be supportive of tourism.

Vice-Chairman Hart stated it is difficult to visualize what is being presented without being shown a plan. Mr. Gawf stated he would agree with Vice-Chairman Hart and he would provide the Commission with a copy of the City Council Powerpoint presentation that was given to City Council and a copy of the Arizona Canal at Scottsdale brochure.

Commissioner Curley inquired if there would be any economic development on the parcels. Mr. Gawf stated people are suggesting expanding their businesses. He further stated he does not have information on the south side of the project.

Commissioner Morrow inquired if the voters have approved bonds that would be issued to pay for this project. Mr. Wetzel presented information on the bonds that will have to be approved by the City Council; anticipated in December.

Commissioner Sickle inquired what is going to be the attraction that draws the community and tourists to this area. Mr. Gawf stated they are trying to design a place that the community and tourists would want to visit. There would be improvements made in the area. Part of the larger project would be to provide places for people to gather. He further stated they have done extensive public outreach. He requested that the Commission assist them with their ideas regarding specific improvements that should be incorporated that would attract visitors.

Chairman Bomer inquired what was happening with the Starwood parcel. Mr. Gawf replied he is not the key person on that project. He stated Dave Roderique could provide the Commission with an update at a later meeting.

Mr. Wetzel stated last month he reported the year-end short fall for the Fleischer Museum was $137,000. In reconciling the reports with the Buffalo Bill Exhibit, it was found that the short fall was $104,000. He further stated they budgeted for a $121,000 short fall.

Commissioner Morrow inquired how the City plans to deal with the shortfall.
Mr. Wetzel reported they are working on a five year operating period and the key circumstance is that there is more of a short fall associated with the current location and they would see the short fall declining as the Museum opened in Downtown, and they would be closer to breaking even. Commissioner Morrow stated he felt it was important that they keep an eye on it.

Natalie Lewis, Assistant to the City Manager, updated the Commission on the activities of the Scottsdale Fleischer Museum. She stated the City Manager is aware of the Commission's keen interest to have a representative on the Museum Board of Directors because of the Museum's important role in the Tourism appeal of Scottsdale. The goal of the Board, at this time, is to keep it very small and workable but the Commission's comments have been taken very seriously. In the future, City Manager Dolan could be relinquishing her seat on the Board that would enable someone from the tourism industry to be more directly involved.

Chairman Bomer stated the Commission would recommend Bill Eider-Orley to serve on the Museum Board.

Vice-Chairman Hart stated he is happy there is a City representative on the Museum Board of Directors. He requested that the Commission be kept apprised.

Chairman Bomer requested background information on the members of the Board.
Ms. Lewis provided information on each of the members serving on the Museum Board.

Ms. Lewis presented information on the design concepts for the museum. She reported there is a concern whether enough funding was identified to build this museum for the quality experience they are looking for.

Commissioner Catalan remarked he felt the tourism industry needs to be represented immediately not down the road. Ms. Lewis remarked she would convey that concern back to the City Manager.

Commissioner Morrow inquired whom the City would look to for additional funds.
Ms. Lewis replied she does not know specifically but they have discussed the idea of fundraising from a variety of sources.

CALGARY STAMPEDE UPDATE

Chairman Bomer congratulated the City of Scottsdale's Police Department's Mounted Unit for taking first place in their category at the Calgary Stampede

Sgt. Tom Hill gave a brief report on the City of Scottsdale's Police Departments Mounted Unit performance in the Calgary Stampede. He reported one of the requirements of the City Manager was that they not use any public funds to attend this event. He further reported that with the Tourism Development Commission backing it was easy to raise funds.

Sgt. Hill noted the Mounted Unit took first prize in their division at this competition. He further noted this event received a lot of media coverage. He further noted there was in excess of 100,000 people in attendance at this event for 10 straight days. He added they made friends and contacts and handed out brochures and presented Scottsdale as a tourist destination.

Sgt. Hill reported the City of Lethbridge presented them with a citizenship award and it was recommended they become a Sister City with Scottsdale. He further reported he would be making a presentation to the City Council on their performance at the Calgary Stampede on October 8th.

Chief Doug Bartosh stated that on behalf of the Police Department he thanked the Commission for their support. He further reported the officers left brochures at several hotels. He added the cost was extremely reasonable considering the amount of advertising the City received.

Citizen Comment: He inquired if it would be possible for the City of Scottsdale to host an event like the Calgary Stampede. Sgt. Hill replied the City has looked into and it might be possible.

REVENUE PROJECTIONS

Ms. Eickley stated that at the last meeting she requested feedback from the Commission regarding coming up with better indicators for forecasting tourism revenue. She further stated after the meeting several of the commissioners requested additional information so she put together a package. She passed out the information. She reviewed the gross sales tax numbers. The numbers clearly indicated the revenues are down, especially in the Downtown.

Commissioner Catalan stated he felt it would be helpful if they had information on how these numbers compare with the overall City. It would also be helpful to have information on how this fiscal year compared to last year. This would enable them to understand the big picture. Ms. Eickley replied she could put that information together into one report.

CVB ANALYSIS OF THE COMPETITIVE SET FOR FUTURE LODGING PERFORMANCE REPORTS

Kristi Miller reported that she and Commissioner Sickle reviewed the competitive set and had a couple of recommendations. She further reported they would like to have a competitive set that was well-balanced that included the leisure as well as the meeting customers.

Commissioner Sickle stated the real measure is how much of the market share they are getting compared to other cities. He further stated, regarding Scottsdale's fair share of the market, their numbers have declined. He remarked that they need to determine why people who are considering Scottsdale are going other places. They need to look at cities whose numbers are increasing to see what they are doing right.

Commissioner Sickle stated one of the challenges is that the business traveler is not traveling as much as they did in the past.

Commissioner Sickle stated they are considering adding Chicago and Hilton Head to the competitive set and removing Durango and Kauai. He further stated both Durango and Kauai have factors they cannot compete with.

Commissioner Catalan stated San Diego and Palm Springs have increased their market share. He further stated they might want to find out if the reason they are attracting a greater share is because their rates are more attractive.

Vice-Chairman Hart remarked he was not sure if Chicago was a logical choice because he is not sure that they are competing with Chicago. He further remarked that Scottsdale is primarily a resort destination.

Ms. Miller commented on the fact that Scottsdale loses a lot of the business meeting market to Phoenix and Tucson. She further commented she felt it was important to keep Hawaii on the list to look at what they are doing. She added she would like to see the Caribbean and Mexico added to the list. Mr. Wetzel stated it is possible to add any destination.

Councilman Ecton stated that Scottsdale has a lot more to offer than Tucson. He inquired how they achieve a similar rating as Scottsdale. Commissioner Catalan remarked they offer rates that are more attractive.

Councilman Ecton inquired how the fair share of room nights is determined. Mr. Wetzel presented information on how the numbers are determined. Commissioner Sickle remarked many cities that have increased their market share have revitalized their downtown areas.

Ms. Miller reviewed the scope of work for the RFP for the meetings industry research project. Mr. Wetzel stated the expectation is to have the RFP back by the end of September.

Vice-Chairman Hart noted the scope of work indicates $25,000 but at the last meeting, they discussed that only $15,000 is available in the budget. He further noted he would like the scope of work to include a list of recommendations on how Scottsdale would be better able to penetrate the meeting market. Mr. Wetzel stated regarding the dollar amount in the RFP, he felt they would not generate much interest if the dollar amount was only $15,000 so he arbitrarily bumped it up to $25,000 to give them something to chose from. He further stated he is not suggesting they spend $25,000.00. Later the scope of work could be modified within their budget.

Chairman Bomer stated he would like to see something included that deals with the airlines regarding the pricing of group rates and the convienance factor.

The consensus of the Commission was to wait until they study is complete before making any changes to the competitive set.

JOINT MEETING

Chairman Bomer inquired if the Commission was interested in a future joint meeting with the CVB Executive Committee.

Commissioner Sickle stated he felt it made sense for the Commission to meet with the CVB Executive Committee.

Mr. Wetzel stated the ordinance requires one of the Commission members to be a member of the Chamber of Commerce and that perhaps that ordinance should be amended to one of the Commission members has to be a member of the CVB Executive Committee. Mr. Ward stated that would require an ordiance amendment. He further stated he would have to look into the specifics regarding this issue.

TDC FUNDING

Chairman Bomer suggested the Commission hear the Event Subcommittee's report on the Event Funding Policy at the Retreat. He further suggested that all of the information that the committee received should be sent to the entire commission.

NEW SPECIAL EVENTS

Chairman Bomer inquired about the schedule for presentations for the Signature events. Mr. Wetzel replied that would be on the agenda for the retreat discussion but that no decisions would be required prior to June 2003.

TOURISM COMMISSION RETREAT

Chairman Bomer reported the retreat is scheduled for October 16, 2002. He further reported the retreat is scheduled from 1:00 to 5:00 and inquired if that would be enough time. It was suggested the retreat start at 9:00 a.m. and schedule it for the entire day.

Mr. Wetzel stated that he has put together a list of potential topics and he would send it out to the Commission members so they could prioritize it.

Mr. Wetzel inquired if the Commission would like him to facilitate the retreat. The consensus of the Commission was they would like Mr. Wetzel to facilitate the retreat.

Commissioner Catalan stated the Commission might want to consider discussing transportation and City signage so that the City is tourist friendly.

Vice-Chairman Hart stated he was not sure if the issues of transportation and signage would be something the Commission could impact. He further stated that at the end of the retreat the Commission should have a clear direction of where they are headed and have established three simple goals that can be accomplished.

ADMINISTRATOR'S REPORT

Mr. Wetzel reported there was a 16 percent revenue decline in June. Mr. Wetzel inquired if the Commission would be interested in underwriting the cost of the rental fee associated with the use of the community college field and Indian School Park for three of the teams practices for the Insight and Fiesta Bowls. The cost would be $10,000.00.

Commissioner Morrow inquired if Mr. Wetzel had discussed this with the Fiesta Bowl people and Scottsdale Community College. Mr. Wetzel replied in the affirmative. He stated he would put this issue with the discussion of new special events.

PUBLIC COMMENT

Councilman Ecton stated he has a great interest in the revitalization of the downtown. He further stated there is a major need to draw people to the downtown. They need to have some fresh ideas. He remarked he is looking to the City's Boards and Commissions to come up with some new ideas and thoughts.

Commissioner Catalan stated he thought it is great the City Council is interested in the revitalization of the downtown. He further stated he felt that the Boards and Commission were not equipped to come up with those ideas because they are not professionals in that field. He added it would have to be a joint endeavor.

Mr. Wetzel stated the City Council has responded more directly and quickly to the ERA Downtown Study than anything he has seen in the last 10 years and they have adopted six

development polices. Commissioner Morrow requested staff summarize that information into a memo.

ADJOURNMENT

There being no further business to come before the Commission, being duly moved and seconded, the meeting was adjourned at 10:55 a.m.

Respectfully submitted,

"For the Record" Court Reporters.

ATTACHMENT 4

SCOTTSDALE TOURISM DEVELOPMENT COMMISSION
CITY OF SCOTTSDALE, THIRD FLOOR CONFERENCE ROOM
7447 EAST INDIAN SCHOOL ROAD, SCOTTSDALE, ARIZONA
JULY 23, 2002

MINUTES

PRESENT: Chris Hart, Vice-Chairman
Don Bomer, Chairman
Jose Catalan
Tom Curley
Ned Sickle

ABSENT: Tom Morrow

STAFF: Dave Roderique
Kathy Montalvo

OTHERS PRESENT FOR ALL OR PORTIONS OF THE MEETING:

Rebecca Eickley
Rich Wetzel
Rachel Sacco
Dwayne Richard

CALL TO ORDER

Commissioner Catalan called the regular meeting of the Scottsdale Tourism Development Commission to order at 8:35 a.m.

ROLL CALL

A formal roll call confirmed members present as stated above.

Mr. Roderique remarked he would be running the Commission meetings until Mr. Wetzel's position has been filled. He further remarked that Mr. Wetzel is working as a contract employee on several projects.

Commissioner Catalan introduced and welcomed Mr. Ned Sickle as the newly appointed commission member.

APPROVAL OF MINUTES

A MOTION WAS MADE BY COMMISSIONER CURLEY TO APPROVE THE MINUTES OF THE JUNE 11, 2002 MEETINGS AS PRESENTED. THE MOTION WAS SECONDED BY COMMISSIONER BOMER AND PASSED UNANIMOUSLY.

REVENUE PROJECTIONS

Rebecca Eickley, Financial Services Department, passed out revenue information on the City's major revenue streams. Ms. Eickley presented information regarding tourism revenue projections. She reported the bed tax revenues were down substantially last year. This year they are seeing a decline in sales tax revenue. She further reported bed and sales tax together account for one-third of the City's revenue sources. It was decided that they need to start paying a little closer attention to the projections of these revenue streams. She added she felt that by attending these meetings it would give her a better understanding of the tourism component. She further added they need to come up with better indicators for forecasting tourism revenue. Ms. Eickley remarked she is looking to this group for information in terms of what is happening.

Commissioner Sickle stated she might want to look at the fly-in market and the markets that are in driving range. Ms. Eickley stated the Scottsdale Airport is a closer tracker of what is happening in the tourism industry than Sky Harbor. More of the high-end travelers are using the Scottsdale Airport.

Commissioner Catalan stated one of the problems since September 11th is that people are booking much later and that makes it difficult to forecast.

Vice-Chairman Hart commented on the difficulty of getting a broad look at the future. He further commented that there has been a dramatic increase in the supply, which makes it difficult to maintain the prior years revenues.

Commissioner Catalan stated it is helpful to have this information to review before the meetings. Mr. Wetzel reported the Commission would be able to have the final numbers in advance if they moved their meetings to the third Tuesday of each month. The consensus of the Commission was they would move their meetings from the second Tuesday of each month to the third Tuesday of each month.

Mr. Wetzel reviewed the preliminary numbers. He reported the sales tax is down by seven percent. He further reported on the short fall in the budget but due to an accounting error they found an additional $600,000. He added they are anticipating a 10 percent decrease from this year.

Vice-Chairman Hart recommended that the Commission have an active discussion regarding the budget at the next meeting and that they should plan for a 10 percent drop in revenues. He further recommended that they reduce their expenditures by 10 percent. Mr. Roderique stated they could have a contingency line item if additional revenues do come in.

COMMISSION STRUCTURE

Mr. Roderique requested the Commission elect a new chairman and vice- chairman. He reported Don Carson has resigned from the Commission. Mr. Roderique reported that on September 9th the City Council would be considering an appointment for a new commission member.

COMMISSIONER CATALAN MOVED TO NOMINATE DON BOMER AS CHAIRMAN AND CHRIS HART AS VICE-CHAIRMAN OF THE TOURISM DEVELOPMENT COMMISSION. SECONDED BY COMMISSIONER CURLEY AND PASSED UNANIMOUSLY.

LODGING PERFORMANCE REPORT

Mr. Wetzel reviewed the Lodging Performance Report. He stated this report looks at Scottsdale's performance relative to the destination within the competitive set. He requested that the Commission review the competitive set and determine whether any destinations should be removed or added.

Chairman Bomer inquired if Ms. Sacco had reviewed this report and had any comments. Ms. Sacco replied she would get back to the Commission. Vice-Chairman Hart suggested that Ms. Sacco review the report with her staff and come back with a recommendation. He remarked he felt this work is very critical. He also recommended the Commission discuss this report at the next meeting after they have had time to digest the information.

Mr. Wetzel stated the Commission might also want to receive this report on a quarterly basis rather than a semi-annual basis.

SCOTTSDALE MEETING INDUSTRY MARKET ANALYSIS

Ms. Sacco reported they have been timely and consistent in their research on the leisure traveler but they have not looked at the group market. She further reported they would propose they look at a project dedicated to looking at the competitive set for group business. She added to get a detailed scope of work it would probably cost $15,000.00.

Mr. Wetzel reviewed the Research line item budget. He noted $15,000.00 is available.

The consensus of the Commission was that they felt they should do this work.

Vice-Chairman Hart suggested they should consider sharing the cost with the CVB.

COMMISSIONER SICKLE MOVED THAT THE TOURISM DEVELOPMENT COMMISSION MOVE FORWARD WITH THE RFP. SECONDED BY COMMISSIONER CATALAN AND PASSED UNANIMOUSLY.

TOURISM COMMISSION RETREAT

Mr. Roderique reported the Commission typically has a retreat in late summer or early fall. He recommended deferring the retreat until the new manager is on line. He further reported that Mr. Wetzel has offered to facilitate the retreat.

Mr. Roderique updated the Commission on the recruiting process for Mr. Wetzel's position. He stated they are looking to have the position filled by November. He recommended they hold their retreat in November.

Vice-Chairman Hart stated he would recommend having the retreat sooner rather than later because the Commission needs to get focused on what they want to accomplish.

Ms. Sacco stated at the last Executive Committee meeting it was discussed that the CVB take a more proactive role.

Commissioner Catalan stated at the last retreat they had a very long agenda and they could not get to everything. He suggested at the next meeting they review a list of possible items and narrow it down.

Mr. Roderique reported Ms. Montalvo would poll the Commission to identify an October retreat date. Vice-Chairman Hart volunteered to host the retreat.

ADMINISTRATORS REPORT

Mr. Wetzel reported one of his contracted jobs is to wrap-up the event performance for the Signature Events for this past year. He discussed the follow up report. He added he hopes the report is useful as the Commission considers the Special Events.

Vice-Chairman Hart recommended that the Commission members form a subcommittee to come up with a different approach to how they deal with Signature Events. Commissioner Curley and Catalan and Morrow volunteered to serve on the committee. Commissioner Catalan suggested they have a staff person present to provide the committee with all of the materials they would need.

Vice-Chairman Hart suggested having a standing agenda item to review action items from the last meeting. He also requested an update on the Waterfront Project.

Mr. Roderique updated the Commission on the status of the Waterfront Project. He reported they are moving forward on some design aspects.

Vice-Chairman Hart inquired if they are still targeting the $4.2 million in bed tax funds. Mr. Roderique stated that is the expectation of City Council. Vice-Chairman Hart stated the Commission expects to be made aware of what those funds would be used for.

Mr. Wetzel presented information on the year-end short fall for the Fleischer Museum. He reported they budgeted $121,000 and the cost was $137,000. He further reported the Commission would receive a monthly report on how the Museum is doing.

Commissioner Catalan remarked that the Scottsdale Mounted Police unit that participated in the Calgary Stampede won first place. Mr. Wetzel stated Sergeant Hill would provide the Commission with a follow up report.

Vice-Chairman Hart inquired if there should be representation from the Commission on the Museum Board. Vice-Chairman Hart suggested former Commissioner Bill Eider-Orley sit on that Board. Commissioner Bomer stated he spoke to Mr. Eider-Orley and he stated he would be interested in serving on the Board.

Vice-Chairman Hart stated he would encourage any Commissioner who is interested in art to sit on the Board.

Mr. Roderique stated the City Manager sits on the Board and watches out for all of the city's interests.

Mr. Roderique updated the Commission on the construction status of the museum.

ADJOURNMENT

There being no further business to come before the Commission, being duly moved and seconded, the meeting was adjourned at 10:04 a.m.

Respectfully submitted,

"For the Record" Court Reporters.

CITY COUNCIL REPORT

MEETING DATE: 02/18/2003 ITEM NO. 10 GOAL: Short- and Long-term Economic Prosperity

SUBJECT **2002-2003 "Signature Events"**

REQUEST Council is requested to:

A. Authorize Event Promotion funds in the amount of $164,288 from the Bed Tax as recommended by the Tourism Development Commission (TDC) for the following 2002-2003 Signature Events:

Signature Event	Recommended FY02-03	Actual FY01-02
Arizona Sun Country Quarter Horse Show	$12,624	$15,780
Barrett-Jackson Classic Car Auction	$20,000	$25,000
National Festival of the West	$12,432	$15,540
IMG Men's and Women's Tennis Classic	$16,560	$20,700
Parada del Sol	$12,144	$15,180
Phoenix Open	$20,000	$25,000
Scottsdale Arabian Horse Show	$20,000	$25,000
Scottsdale Downtown Art Walks	$20,000	$25,000
Scottsdale Culinary Festival	$15,312	$19,140
Thunderbird Balloon Classic	$15,216	$19,020
TOTAL	**$164,288**	**$205,360**

B. Authorize and direct the Tourism Development Manager to execute, on behalf of the City, individual agreements with each approved Signature Event Producer substantially in the form of Exhibit A. (sample contract)

C. Authorize Resolution No. 6254 authorizing funding awards for 2002-2003 Signature Events and authorize the City to execute individual agreements with each event producer.

BACKGROUND Scottsdale has a 10-year history of public support for Signature Events that promote Scottsdale's image as a highly desirable tourist destination.

Initial policies that provided the direction for Signature Event Funding were based on the ability of an event to document incremental room nights in Scottsdale hotels, ideally during "shoulder" periods, and were limited to a three-year start-up period.

In 1993, a major strategic decision occurred when the TDC adopted a policy requiring expenditures to fit within five themes or "drivers" that characterize Scottsdale, i.e. art, culinary, golf, participatory sports and western. Subsequent decisions by the TDC and City Council led to the current policies supporting events within the five Scottsdale destination "drivers" and included cash payment for

Action Taken_____

Signature Events which are clearly associated with Scottsdale's image.

The recommended events are used as a tourism marketing tool, and funds are used for event-marketing programs with the intent of increasing national and international visibility for Scottsdale. This is accomplished through the Scottsdale Convention and Visitors' Bureau Event Marketing Program, a comprehensive program which coordinates individual event marketing resources with Scottsdale's overall Destination Marketing Program. This results in an integrated approach of using special events to broaden and deepen Scottsdale's destination enhancement reach into niche markets which complement the five theme "drivers".

This request traditionally is brought forward to City Council for approval in the fall, prior to the first events of the season; for FY02-03 this request is later than normal, and some of the events have already taken place. Due to the $850,000 anticipated shortfall in bed tax revenues from the original FY02-03 budget, the Tourism Development Commission (TDC) deliberated various funding options at three meetings over a three-month period. The TDC ultimately decided to recommend a decrease of 20% from FY01-02 levels, with further re-evaluation of event funding policies for 03-04 and beyond. The event producers have been involved in this discussion and are all aware of the recommendation for a reduced level of support.

The Tourism Development Commission (TDC) approved this recommendation at the January 21, 2003 meeting. Commission action was unanimous.

ANALYSIS AND ASSESSMENT

The tourism industry is one of Scottsdale's largest economic engines and provides significant revenue to the City. The industry and the City will benefit from the increased visitor recognition of Scottsdale through the promotion and coverage of these events. Additionally, residents are provided access to a wide variety of high-quality entertainment options contributing to the Scottsdale "lifestyle".

Signature Events are defined as those providing national exposure for the community, contributing to important local economic sectors, notably attracting out-of-town visitors, achieving large attendance and/or television viewership, and enhancing Scottsdale's image as a quality vacation destination.

Evaluation scoring is as follows:

1. Destination Enhancement	30 points
2. Public Relations Exposure in Scottsdale's key feeder markets	30 points
3. Paid Advertising in Scottsdale's key feeder markets	20 points
4. Attendance and /or Viewership	10 points
5. Total and Seasonal Room Nights	10 points
Total Possible Points	**100**

The TDC reviewed each proposal and members individually scored each event using the criteria noted above. All ten recommended events are previous Signature Event designees, and there were no substantial deviations in the scores from previous years. TDC scoring for these events is included as Attachment B.

It was the decision of the Commission not to recommend funding for a first-time applicant (Fiesta Cluster Dog Show) due to the projected shortfall in bed tax revenue, and the event's low point score.

Each event's aggregate scores, along with the recommended funding are shown on

Exhibit B. Total recommended funding for each event reflects a 20% decrease from the previous year's funding due to the projected shortfall in bed tax revenue.

RESOURCE IMPACTS

Available funding. Event Promotion Funds in the amount of $550,000 have been budgeted in FY02-03. Events and activities previously funded are: CVB Event Marketing Program ($229,000), Special Event marketing ($48,000), Fiesta Bowl Float ($12,500) and Fiesta Bowl ($50,000) for a total of $339,500, leaving $210,500 in budgeted funds. Positive action on this request of $164,288 will leave a balance of $46,212 in budgeted Event Promotion Funds.

Future budget implications. No other event funding is anticipated for the current fiscal year. Contracts are for the 2002-2003 fiscal year events only. Future funding, if any, is subject to the recommendations of the Tourism Development Commission, and approval by the City Council.

Staffing, workload impact. City staff (Tourism Development Manager) will be responsible for contract administration and fulfillment.

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Approve the request as recommended by the Tourism Development Commission authorizing $164,288 in bed tax revenues for Signature Events promotion which provides national and international exposure to attract target market visitors by re-enforcing Scottsdale's image as a highly desirable tourist destination offering a wide variety of events and activities.

Description of Option B: Authorize a different amount than the recommended amount of funding for each event, with a commensurate change in the amount of advertising resulting in modified exposure either in certain media, and/or certain markets.

Description of Option C: Do not approve the request; the funds will not be expended and the direction of advertising and promotional activities will be at the discretion of the event producer.

Recommended Approach: In recognition of the integral part that Signature Events play in the marketing and positioning of Scottsdale as a prominent tourist destination, Option A is recommended.

RESPONSIBLE DEPT(S)

Economic Vitality (Tourism Development)

STAFF CONTACT(S)

Kathy Carlisle O'Connor
Tourism Development Manager, Economic Vitality Department
480.312.7057 (phone), kcoconnor@scottsdaleAZ.gov

APPROVED BY

Name 2/3/02 Date
David Roderique, General Manager -Economic Vitality

Name 2/3/02 Date
Jan Dolan, City Manager

ATTACHMENTS

1. Exhibit A – Contract Example
2. Exhibit B – Event Evaluation Summary
3. Minutes – TDC January 21, 2003
4. Resolution No. 6254

ATTACHMENT A

CONTRACT NO. 20___-_____-COS

EVENT FUNDING AGREEMENT

THIS EVENT FUNDING AGREEMENT (the "Agreement") is made this ____ day of _____, 20___ by and between _____, an Arizona _____ ("Producer") and the CITY OF SCOTTSDALE, an Arizona municipal corporation ("City").

RECITALS

A. City's City Council has approved the expenditure of a portion of certain funds collected under Scottsdale Revised Code Sections 2-285 and 288(b) (the "Bed Tax Funds") to be used to help promote certain events supporting tourism and the hospitality industry in Scottsdale, Arizona.

B. Producer is the producer of a certain tourist oriented event ("the Event") known as _____. The Event has been held within the City of Scottsdale for approximately ___ years.

C. Producer has submitted to City a proposal (the "Proposal") describing the Event and requesting that City authorize use of a portion of the Bed Tax Funds for the Event to promote Scottsdale as a tourist destination.

D. At Producer's request, City has determined to provide funds (the "Event Funds") to Producer in the amount of _____ ($_____) (the "Event Amount").

E. A condition of City's willingness to provide the Event Funds is Producer executing and performing this Agreement.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties hereto agree as follows:

1. Funding Limitation. Payment of the Event Funds is subject to all of the following cumulative conditions and limitations:

1.1 The total amount of Event Funds paid shall not exceed the Event Amount, minus setoffs and other amounts to which City may be entitled.

1.2 City's payments shall be made only from Bed Tax Funds. City is not obligated to provide funding from any other source.

1.3 Without detracting from limits contained elsewhere in this Agreement, Event Funds shall be disbursed only to the extent City determines, in its sole and absolute discretion, that City has collected adequate Bed Tax Funds to disburse these amounts, taking into account all circumstances including, without limitation, competing uses for the Bed Tax Funds.

1.4 Producer shall return to City all Event Funds if the Event does not take place at the required time.

2. Event Requirements. Producer shall cause the Event to comply with all of the following requirements:

2.1 The Event shall be held within the corporate limits of the City of Scottsdale.

2.2 The Event shall be open to the public.

2.3 The Event shall be held on the date stated in the Proposal and, in any event, no later than one hundred twenty (120) days after the date of this Agreement.

2.4 The Event shall be of the scale presented in the Proposal (as to size and demographics of crowd attracted, type and quality of attractions and features, etc.). It is the intent of this Agreement to require that the Event be of the same scale, quality, attendance, economic benefit to the public, and other public benefits, or better, as are described in the Proposal and as were provided by the Event last year.

2.5 Within sixty (60) days after the Event, Producer shall provide to City a written report (and oral reports to City's Tourism Development Board and City Council, if requested) (collectively the "Event Report"), describing the Event, Producer's performance under this Agreement, and the benefits to City and the public achieved and likely to be achieved because of the Event. Without limitation, the Event Report shall identify the Event's impact on City hotels, provide an accounting of the use of Event Funds, and document the positive and negative impacts on City services, facilities and neighborhoods.

2.6 Producer shall acknowledge the community support represented by this funding. Specifically, all publicity and advertising for the event that acknowledges any sponsor shall

acknowledge City's support and utilize (where appropriate in City's discretion) the event sponsorship logo maintained by the Scottsdale Convention and Visitors Bureau. No other use of City's name is allowed in any form of advertising or public relations without prior City approval.

2.7 Producer shall provide a minimum of 80 square feet of reasonably prominent exhibit space at the Event to be used by City and/or designee for the purpose of promoting Scottsdale.

2.8 Producer shall use Event Funds for the sole purpose of advertising or public relations expenses promoting the City of Scottsdale in the amounts set forth in the Proposal.

3. Payment Schedule. City shall not be required to pay any amounts of this contract without first having received from Producer an invoice requesting the payment. The invoice shall be accompanied by receipts showing that Producer has made payments to unrelated third parties in payment of goods and services to promote Scottsdale as a tourist destination and that the amounts of such payments exceeds the amounts producer is requesting of City. City shall have sixty (60) days after receiving the invoice and supporting materials to make the payment.

4. Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all state, local and federal laws, policies and regulations applicable to the Event. This Agreement is not a permit or regulatory approval to hold the Event. This Agreement is not a promise to make City venues or other resources available for the Event.

5. Indemnification. To the fullest extent permitted by law, Producer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Producer relating to the Event, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others connected with the Event or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any

injury or damages claimed by any of Producer's or such other persons, customers or employees. Producer's indemnification obligations shall extend beyond and will not be affected by any termination of this Agreement.

6. Insurance. Producer shall purchase and maintain during the event and during all setup and takedown of the Event insurance with coverages and limits as follows:

6.1 The following coverages are required:

6.1.1 Commercial/Business Automobile Liability insurance with a limit of not less than $1,000,000, each accident with respect to the Producer owned, hired, and non-owned vehicles.

6.1.2 Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Producer's employees; and Employers' Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit. In the event any work is performed by third parties, Producer will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of Producer.

6.1.3 Producer shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $5,000,000 for each occurrence, $5,000,000 Products and Completed Operations Annual Aggregate, and a $5,000,000 General Aggregate limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.

6.1.4 If valet parking is offered, Event Producer shall maintain Garagekeepers Legal Liability with limits of not less than $75,000 per vehicle.

6.1.5 In the event alcohol is sold at the event, liquor liability insurance with a limit of not less than $5,000,000 for each occurrence and $5,000,000 aggregate.

6.2 For all insurance policies except Workers Compensation, the City shall be named as additional insured.

6.3 City's Risk Management Division may increase or change required insurance coverage and limits from time to time depending on the size, scope and nature of the activities of the Event.

6.4 Producer shall purchase and maintain all insurance required from insurance companies licensed or qualified unlicensed in the State of Arizona and shall provide City, prior to the Event, Certificates of Insurance as evidence that the required insurance coverages and limits are in full force and effect.

6.5 In the event other contracts between Producer and City related to the Event require a different amount of insurance coverage, Producer shall provide to City the highest amount of insurance required by any of the contracts. For example, if this Agreement requires policy limits of $1, and another contract requires policy limits of $2, then Producer shall provide insurance with policy limits of $2.

7. Termination. This Agreement shall terminate upon Producer providing to City a satisfactory Event Final Report, provided; however, at any time prior to such date, City may, without further obligation, terminate the Agreement for convenience or cause, upon giving Producer ten (10) days written notice.

8. Miscellaneous.

8.1 Assignment. Producer's obligations and rights hereunder shall not be assigned or delegated, in whole or in part, without City's prior written consent.

8.2 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of ARS Section 38-511.

8.3 Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties.

8.4 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

8.5 Attorney's Fees. If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

8.6 Authority. The person executing this Agreement on behalf of Producer warrants and represents to have full power and authority on behalf of Producer to enter into and perform this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

CITY OF SCOTTSDALE

By:_____
Mary Manross
Mayor

EVENT PRODUCER

By:_____
EVENT PRODUCER NAME
TITLE

APPROVED AS TO FORM:

_____
David A. Pennartz
City Attorney

_____
Myron Kuklok
Risk Management Director

Attachment B

SIGNATURE EVENT EVALUATION – FY02-03
TOURISM DEVELOPMENT COMMISSION AWARDED POINTS

	AZ SUN COUNTRY		*BARRETT-JACKSON*		*FESTIVAL OF THE WEST*		*IMG MEN'S & WOMEN'S TENNIS*	
CRITERIA & MAXIMUM POINTS	01-02	02-03	01-02	02-03	01-02	02-03	01-02	02-03
Enhancement (30)	16	16	30	30	15	16	24	26
Exposure (PR) (30)	20	20	30	30	14.8	18	30	28
Exposure (Adv.) (20)	7.6	10	20	19	9.4	13	10	11
Attendance (10)	3.2	4	10	9	5	5	5	5
Room Nights (10)	5.8	4	5	4	0	1	0	1
Total (100)	**52.6**	**53**	**95**	**92**	**51.8**	**56**	**69**	**71**
TIMING (Month)	Jan.		Jan.		Mar.		Mar.	
PAST FUNDS (FY01-02)	**$15,780**		**$25,000**		**$15,540**		**$20,700**	
RECOMMENDED FUNDS	**$12,624**		**$20,000**		**$12,432**		**$16,560**	

	PARADA		*PHX OPEN*		*SCOTTSDALE ARABIAN*		*SCOTTSDALE ART WALKS*	
CRITERIA & MAXIMUM POINTS	01-02	02-03	01-02	02-03	01-02	02-03	01-02	02-03
Enhancement (30)	21	20	30	30	30	29	30	29
Exposure (PR) (30)	15	18	30	30	30	29	25	25
Exposure (Adv.) (20)	7.6	10	20	20	15	15	15	15
Attendance (10)	7	7	10	10	10	9	10	9
Room Nights (10)	0	0.29	0	1	0	0.29	5	5
Total (100)	**50.6**	**55**	**90**	**91**	**85**	**82.85**	**85**	**82**
TIMING (Month)	Jan.		Jan.		Feb.		year-round	
PAST FUNDS (FY01-02)	**$15,180**		**$25,000**		**$25,000**		**$25,000**	
RECOMMENDED FUNDS	**$12,144**		**$20,000**		**$20,000**		**$20,000**	

	SCOTTSDALE CULINARY		*T-BIRD BALLOON*		*FIESTA DOG SHOW*	
CRITERIA & MAXIMUM POINTS	01-02	02-03	01-02	02-03	01-02	02-03
Enhancement (30)	24	24	30	29	N/A	*8.5
Exposure (PR) (30)	25	24	15	17	N/A	*9
Exposure (Adv.) (20)	12	13	8.	11	N/A	*8
Attendance (10)	2.8	3	4.8	5	N/A	*2.5
Room Nights (10)	0	1	5	4	N/A	*0
Total (100)	**63.8**	**64**	**63.4**	**66**	**N/A**	****28**
TIMING (Month)	Apr.		Nov.		Feb./Mar.	
PAST FUNDS (FY01-02)	**$19,140**		**$19,020**		**N/A**	
RECOMMENDED FUNDS	**$15,312**		**$15,216**		**0**	

Re: Fiesta Cluster Dog Show:
* Four of the seven Commissioners itemized these criteria
** Seven of seven Commissioners submitted "Total" scores

Total Recommended Funding: $164,288

Note: Shaded boxes reflect current year scoring

c:\events\scoring matrix summary021803

Attachment C

SCOTTSDALE TOURISM DEVELOPMENT COMMISSION
7575 EAST MAIN STREET, SCOTTSDALE, ARIZONA
PINNACLE CONFERENCE ROOM
JANUARY 21, 2003
MINUTES

PRESENT: Don Bomer, Chairman
Tom Morrow, Vice Chairman
Jose Catalan, Commissioner
Tom Curley, Commissioner
Shaun Robinson, Commissioner
Sally Shaffer, Commissioner
Ned Sickle, Commissioner

STAFF: Kathy Montalvo
David Roderique
Kathy O'Connor

OTHERS PRESENT FOR ALL OR PORTIONS OF THE MEETING:

Brent DeRadd
Kathy Duley
Dwayne Richardson
Kristi Miller
Rachel Sacco
Mary Brown
Jim Brown
Jim Tyssling
Mimi Tyssling
Amber Glick
Celeste Winters
Tony Gardela
George Owen

CALL TO ORDER

Chairman Bomer called the regular meeting of the Scottsdale Tourism Development Commission to order at 8:00 a.m.

ROLL CALL

A formal roll call confirmed members present as stated above.

APPROVAL OF MINUTES

Vice Chairman Morrow requested a correction to the January 14, 2003 minutes on Page 5, under the motion that reads:

> **VICE CHAIRMAN MORROW MOVED THAT THE TOURISM DEVELOPMENT COMMISSION RECOMMEND TO THE CITY COUNCIL THAT NO ADDITIONAL BED TAX FUNDS EITHER IN CASH OR DEBT SERVICE SHOULD BE USED FOR THE WATERFRONT PROJECT.**

Should be amended to read:

> **VICE CHAIRMAN MORROW MOVED THAT THE TOURISM DEVELOPMENT COMMISSION RECOMMEND TO THE CITY COUNCIL THAT NO ADDITIONAL BED TAX FUNDS EITHER IN CASH OR DEBT SERVICE SHOULD BE USED FOR THE *CANAL BANK AND OR* WATERFRONT PROJECT.**

A MOTION WAS MADE BY COMMISSIONER CURLEY TO APPROVE THE MINUTES OF THE JANUARY 14, 2003 MEETINGS MINUTES AS AMENDED. THE MOTION WAS SECONDED BY COMMISSIONER SHAFFER AND PASSED UNANIMOUSLY.

SCOTTSDALE CONVENTION & VISITORS BUREAU UPDATE

Ms. Sacco discussed the CVB's sales and marketing plan. She reported their salespeople are making good use of the funds and they are seeing a good return on the investment back to the city. She reported Culture Quest is in full swing. She further reported they have received a tremendous amount of support.

Ms. Sacco stated they would be moved into their new facility by March 1, 2003. Commissioner Catalan commented there were some discussions regarding using some of the space at the new facility for the Downtown Partnership office. He inquired what has

been the outcome of those discussions. Ms. Sacco replied the outcome from their Executive Committee is that once they have moved in they would make that decision.

Chairman Bomer inquired if Ms. Sacco had any sense regarding how the season is progressing. Ms. Sacco replied they are strenuously working on group bookings. She noted some properties have had some indications that the season would be okay while others are reported it is flat to last year.

Ms. Sacco reported she met a gentleman who books meetings and he indicated that this was the first time he had ever considered Scottsdale because he had assumed it would not be an affordable option.

SIGNATURE EVENT PROPOSALS

Ms. O'Connor stated all of the commissioners have submitted their point total evaluations and that information has been tabulated and everyone should have a copy. She further stated the Commission would be hearing presentations from the event promoters.

Chairman Bomer requested the event promoters limit their presentations to five minutes. He reported there are a few events that are not being represented this morning but that does not mean the Commission won't be considering those events for funding.

Mimi Tyssling, Fiesta Cluster Dog Show, stated this is a three-day all breed show that features three venues. She further stated they expect 3,000 dogs at this venue. This is the largest dog show in the southwest. She reported on how this event would enhance the destination. She further reported the dogs come from all over the world. She discussed the dog publications they advertise in. She noted the American Kennel Club did an economic study on the impact of a dog show on the community and a three-day dog show brings $100,000 to the community in just shopping and gas. She reported they have agreements with nine hotels in Scottsdale. They have already booked 150 room nights.

Jim Tyssling, Fiesta Cluster Dog Show, provided information on the advertising for this event. He reported they would bring in 200 judges and 200 venders. He further reported these people do spend dollars in the community.

Chairman Bomer reported the City is faced with budget short falls and the bed tax shortfall is in excess of $200,000 this year and going forward they are looking at shortfall of close to a million dollars a year. He further reported they have a budget to balance just like everyone else.

Ms. O'Connor reviewed the point totals for this event. The total points are 28 out of 100. All seven of the Commission members felt this event was not appropriate for Signature Event funding.

Commissioner Catalan reported the Commission has agreed to only fund 80 percent of the existing Signature Events at the historical levels. He further reported based on that he does not see how they could even consider funding the Fiesta Cluster Dog Show. It is not based on whether this event is deserving it is just a bad year to be looking at additional funding.

VICE CHAIRMAN MORROW MOVED TO DENY FUNDING FOR THE FIESTA CLUSTER DOG SHOW. SECOND BY COMMISSIONER CURLEY AND PASSED UNANIMOUSLY.

Chairman Bomer reported there is not a representative from the Arizona Sun Country Quarter Horse Show.

Ms. O'Connor reviewed the point totals for this event. The total points are 53. The funding level at 80 percent would be $12,624.00.

COMMISSIONER CATALAN MOVED TO APPROVE FUNDING FOR THE ARIZONA SUN COUNTRY QUARTER HORSE SHOW IN THE AMOUNT OF $12,624.00 ASSUMING THEY MEET ALL OF THE FUNDING CRITERIA. SECOND BY VICE CHAIRMAN MORROW AND PASSED UNANIMOUSLY.

Kathy Duley, Scottsdale Art Walks, stated the funding they have received from the Commission has allowed them to promote the Art Walks. They are tying this event with Culture Quest to make it a strong draw for tourism. She further stated they have been compared to in various publications to New York and Santa Fe. She reported the season has started off strong and the art walks have been well attended. She provided an overview of the advertising that is being done for this event. She noted the Art Walks go on all summer long and provide a reason for the tourists to come downtown.

Ms. O'Connor reviewed the point totals for this event. The total point score is 82 out of 100. The funding level at 80 percent would be $20,000.00.

Chairman Bomer stated it is important to remember that $229,000 is allocated for marketing the Signature Events through the CVB.

Commissioner Catalan stated he is torn regarding allocating the equal amounts to this event as for example Barrett Jackson because this event has potential to have more impact because it goes on all year. He further stated the Commission might want to consider allocating a greater amount than 80 percent to the Art Walks and perhaps reducing the amount of funding going to someone like Barrett Jackson.

Commissioner Shaffer inquired about the total advertising budget for the Art Walks. Ms. Duley replied it is around $20,000.00. She noted they operate on a shoestring budget.

COMMISSIONER CURLEY MOVED TO APPROVE FUNDING FOR THE SCOTTSDALE ART WALKS IN THE AMOUNT OF $20,000.00. SECOND BY VICE CHAIRMAN MORROW AND PASSED UNANIMOUSLY.

Amber Glick, IMG Men's and Women's Tennis, stated they have two professional tennis tournaments planned that would feature the top name players. She further stated this event would generate 1500 room nights over a two-week period. She provided information on their marketing efforts. She commented on the popularity of women's tennis so they are looking to exceed the attendance numbers they have had in the past.

Commissioner Sickle inquired what this event would do differently if they did not receive the funding. Ms. Glick reported that additional funding would allow them to have additional advertising in different cities and advertise in different tennis publications.

Ms. O'Connor reviewed the point totals for this event. The total point score is 71 out of 100. The funding level at 80 percent would be $16,560.00.

VICE CHAIRMAN MORROW MOVED TO APPROVE FUNDING FOR THE IMG MEN'S AND WOMEN'S TENNIS TOURNAMENTS IN THE AMOUNT OF $16, 560.00. SECOND BY COMMISSIONER CURLEY AND PASSED UNANIMOUSLY.

Mary Brown, Festival of the West, reported they do a tremendous amount of advertising. She further reported their logo is easily recognized. She noted it is one of the top western events in the country. She further noted the hotels are always filled during this event.

Celeste Winters provided an overview of the advertising that is done for Festival of the West.

Vice Chairman Morrow congratulated Mary Brown on the excellent marketing program they have put together.

Commissioner Catalan remarked as they look at future funding for signature events they will be looking to fund more events during off-season. He further remarked the Festival of the West is during the peak season. Ms. Brown stated their event is entirely an outdoor event so they could not hold it much later than April because the weather would be too warm. Commissioner Sickle stated he would like to echo Commissioner Catalan's statement. He further stated if they could even consider moving the event to April because their event occurs during Spring training. Mr. Brown noted all of the Signature Events are held during the peak season. Chairman Bomer stated that is something the Commission will be seriously looking at.

Ms. O'Connor reviewed the point totals for this event. The total point score is 56 out of 100. The funding level at 80 percent would be $12,432.00.

COMMISSIONER ROBINSON MOVED TO APPROVE FUNDING FOR THE FESTIVAL OF THE WEST IN THE AMOUNT OF $12,432.00. SECOND BY COMMISSIONER CURLEY AND PASSED UNANIMOUSLY.

Tony Gardela, Parada Del Sol, stated this is the 50th anniversary of this event. He further stated they really appreciate the funding they have received in the past. He reported they have increased the advertising just for the 50th anniversary. He further reported the funding they receive goes into the advertising budget.

Ms. O'Connor reviewed the point totals for this event. The total point score is 55 out of 100. The funding level at 80 percent would be $12,144.00.

COMMISSIONER SHAFFER MOVED TO APPROVE FUNDING FOR THE PARADA DEL SOL IN THE AMOUNT OF $12, 144.00. SECOND BY COMMISSIONER CATALAN AND PASSED UNANIMOUSLY.

Chairman Bomer noted there was not a representative from the Arabian Horse Show.

Ms. O'Connor reviewed the point totals for this event. The total point score is 85 out of 100. The funding level at 80 percent would be $20,000.00.

VICE CHAIRMAN MORROW MOVED TO APPROVE FUNDING FOR THE ARABIAN HORSE SHOW IN THE AMOUNT OF $20,000.00. SECOND BY COMMISSIONER CURLEY AND PASSED UNANIMOUSLY.

George Owen, Culinary Festival, stated this is the 25th anniversary of the Culinary Festival. He provided an overview of the two festival events. He further stated they hired a PR firm to assist them this year. He noted this event is held toward the end of the tourist season. He further noted they appreciate the support.

Ms. O'Connor reviewed the point totals for this event. The total point score is 64 out of 100. The funding level at 80 percent would be $15,312.00.

COMMISSIONER CURLEY MOVED TO APPROVE FUNDING FOR THE CULINARY FESTIVAL IN THE AMOUNT OF $15,312.00. SECOND BY COMMISSION SHAFFER AND PASSED UNANIMOUSLY.

Chairman Bomer stated there is not a representative from the Thunderbird Balloon Classic.

A Commissioner inquired if the Thunderbird Balloon Classic intended to move their event out of Scottsdale.

Ms. O'Connor stated the Thunderbird Balloon Classic is looking to expand their event and they have discussed moving the event to Glendale. She further stated nothing has

been finalized and the decision would not be made until after March 1st. She reported the event has already taken place this year. A discussion ensued regarding the possiblity of funding this event contingent that it is held here next year.
COMMISSIONER SICKLE MOVED TO APPROVE FUNDING FOR THE THUNDERBIRD BALLOON CLASSIC IN THE AMOUNT OF $15,216.00 CONTINGENT THAT THE EVENT IS HELD IN SCOTTSDALE NEXT YEAR. SECOND BY VICE CHAIRMAN MORROW.

Commissioner Curley stated he is not sure if that is fair to add additional stipulations to this event since the event has already occurred and the expectation has already been established that they would receive funding.

THE MOTION FAILED BY A VOTE OF THREE TO FOUR WITH COMMISSIONER CATALAN, ROBINSON, CURLEY, AND CHAIRMAN BOMER DISSENTING.

COMMISSIONER ROBINSON MOVED TO APPROVE FUNDING FOR THE THUNDERBIRD BALLOON CLASSIC IN THE AMOUNT OF $15,216.00. SECOND BY COMMISSIONER CATALAN AND PASSED UNANIMOUSLY.

Chairman Bomer stated there is not a representative from Barrett Jackson.

Ms. O'Connor reviewed the point totals for this event. The total point score is 92 out of 100. The funding level at 80 percent would be $20,000.00.

COMMISSIONER CATALAN MOVED TO APPROVE FUNDING FOR THE BARRETT JACKSON IN THE AMOUNT OF $20,000.00. SECOND BY COMMISSIONER SHAFFER AND PASSED UNANIMOUSLY.

ADMINISTRATOR'S REPORT

Ms. O'Connor reviewed future agenda items. At a future meeting, the Commission will hear an update on the Loloma Museum, Scottsdale Convention & Visitor's Bureau budget, and the WestWorld Master Plan. In addition, the Commission will review future funding for Signature Events in the Spring.

Brent DeRaad stated the CVB is looking to partner with the Arizona Office of Tourism,, the Tempe Convention & Visitor's Bureau and the Phoenix Convention & Visitor's Bureau to stage the Arizona Rock n' Roll Marathon. The event would be held on January 11, 2004. He reported this event would provide national exposure. They are guaranteed 20,000 out-of-state runners and travel parties. Ms. Sacco stated this is a huge event for marathon runners.

Mr. DeRaad reviewed the race route. He reported the race would start at the State Capitol and finish at Tempe Town Lake. He reported three of the miles would be through Scottsdale.

Chairman Bomer inquired if they would be coming to the Commission requesting funding for this event. Ms. Sacco stated they would love to request funding but they understand the decline in the bed tax may not make that possible. It was noted as the event becomes established, they would need less support.

Commissioner Catalan inquired where the race route would be in Scottsdale.
Mr. DeRaad reported the runners would enter Scottsdale on 64th Street and would go up McDowell Road.

Chairman Bomer stated he would commend the CVB for wanting to partner with this event.

The Commission continued their discussion from last week's meeting regarding whether bonding was anticipated for Taliesin project.

Ms. O'Connor reminded the Commission in order to issue a bond it would have to include the Waterfront project, Loloma Museum and Taliesin projects. She reported as part of the Council Report Financial Services is recommending a bond be issued for those three projects. Taliesin cannot be bonded separately.

The Commission discussed the importance of the City Council being made aware of the motion at last week's meeting recommending that no additional bed tax funds either in cash or debt service should be used for the canal bank or Waterfront Project. The Commission expressed their concern that their message is not getting across. They suggested sending a letter to the City Council stating that it does not appear that the Waterfront project will be the tourism driver that was originally planned so other funding sources should be looked at.

Commissioner Robinson stated he would suggest in the future they look at providing high point scores to signature events that occur during the off season. Chairman Bomer remarked that was the original intent.

PUBLIC COMMENT

Dwayne Richardson, Downtown Partnership, reported one of the stipulations in the contract for Signature Events is that they provide booth space to promote the City of Scottsdale. The booth is staffed entirely by volunteers. He further stated at the Commission retreat they discussed increasing that booth space in order to promote the City of Scottsdale.

Kathy Duley commented on the challenges of shifting signature events to off season. She further commented it could cause the demise of an event.

Commissioner Shaffer stated she would agree it would be difficult to switch an event from March to July but they could switch to an off weekend.

Chairman Bomer requested Ms. Montalvo put together the Commission phone list.

ADJOURNMENT

There being no further business to come before the Commission, being duly moved and seconded, the meeting was adjourned at 10:00 a.m.

Respectfully submitted,

"For the Record" Court Reporters.

Attachment D

RESOLUTION NO. 6254

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING FUNDING AWARDS FOR 2002-2003 SIGNATURE EVENTS; AND AUTHORIZING THE CITY TO EXECUTE INDIVIDUAL AGREEMENTS WITH EACH APPROVED EVENT PRODUCER.

WHEREAS, the City desires to provide funds for selected Signature Events during FY02-03; and

WHEREAS, the City and the selected Signature Event Producers wish to enter into agreements for each Signature Event.

NOW, THEREFORE, let it be resolved by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. Event Promotion Funds in the amount of $164,288 are authorized for promoting the City of Scottsdale through a series of FY02-03 Signature Events as itemized herein.

Arizona Sun Country Quarter Horse Show	$12,624
Barrett-Jackson Classic Car Auction	20,000
Festival of the West	12,432
IMG Men's & Women's Tennis Classics	16,560
Parada del Sol	12,144
Phoenix Open	20,000
Scottsdale All-Arabian Show	20,000
Scottsdale Downtown Art Walks	20,000
Scottsdale Culinary Festival	15,312
Thunderbird Balloon Classic	15,216
TOTAL	$164,288

Section 2. Authorize and direct the Mayor to execute, on behalf of the City, individual agreements with each approved Signature Event Producer substantially in the form attached as Exhibit "A".

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this _____ day of _____, 2003.

ATTEST:

CITY OF SCOTTSDALE,
a municipal corporation

Sonia Robertson
City Clerk

Mary Manross
Mayor

APPROVED AS TO FORM:

David A. Pennartz
City Attorney

CITY COUNCIL REPORT

MEETING DATE: 02/18/2003 ITEM NO. 11 GOAL: Preservation Character

SUBJECT

Approve Collection Agreeement COS #2003-013-COS with and Accept $30,000 Financial Contribution from the Arizona Game and Fish Department to Support the McDowell Sonoran Preserve

REQUEST

Approve Collection Agreement COS #2003-013-COS between Scottsdale and the Arizona Game and Fish Department (AG&F) authorizing acceptance of a $30,000 cash contibution from AG&F for the provision of shade ramadas and information kiosks at selected access areas or trail-heads supporting the McDowell Sonoran Preserve. This is a cash contribution, no matching funds are required.

The purpose of the Preserve is to maintain the environmental character of the land, to protect scenic views, to preserve habitat for wildlife, and to provide opportunities for appropriate public access and passive recreation use. Acceptance of this cash contribution will financially assist the city in providing amenities to support passive recreational activities and to create educational opportunities at selected access areas or trail-heads supporting the McDowell Sonoran Preserve.

Related Policies, References: This action directly supports City Council Broad Goal B: Preserve the Character and Environment of Scottsdale, and a sub-goal under Goal B: Create learning opportunities in the Preserve.

Providing information kiosks enhances the city's partnership with the Arizona Game and Fish Department, the Center for Native and Urban Wildlife (CNUW) and the McDowell Sonoran Land Trust (MSLT) to create educational opportunities in the McDowell Sonoran Preserve.

BACKGROUND

The McDowell Sonoran Preserve Commission developed the Access Areas Report and Conceptual Trails Plan for the Preserve with extensive participation from user groups and interested citizens. The Access Areas Plan identifies both generalized locations for Preserve access areas and planned amenities to be provided in each category of access area. Shade ramadas are a key amenity to accommodate and to support passive recreational activities. The city partners extensively with AG&F, CNUW, and MSLT to create educational opportunities in the Preserve. The addition of information kiosks describing Sonoran Desert wildlife furthers the objective of providing learning opportunities in the Preserve.

Analysis & Assessment

The approval of Collection Agreement COS #2003-013-COS will enable staff to accept the $30,000 cash contribution from G&F for the provision of shade ramadas and information kiosks at selected access areas or trail-heads supporting the McDowell Sonoran Preserve. Approval of the Collection Agreement will reduce dollar for dollar the amount of city funding required to install these amenities. Ramadas and information kiosks are identified as desired amenities in the Access Areas Report developed by the McDowell Sonoran Preserve Commisison.

It is estimated the $30,000 contribution will be adequate for the construction of up to three shade ramada/information kiosk combinations. Each ramada will contain seating in addition to a shade structure and information on Sonoran Desert wildlife. The information provided at a particular ramada may be tailored to the unique habitat of the area and/or the principal user of the that access area or trail-head. Trail-head locations outside of Preserve, but supporting the Preserve, may be considered for these amenities. Staff from Community Services and from Westworld have expressed an interest in the opportunity provided by this contribution.

Significant issues to be addressed. None.

Community involvement. Scottsdale citizens initiated the preservation of Scottsdale's McDowell Mountains and Sonoran Desert in 1990. The McDowell Sonoran Preserve is supported by five public votes. Two citizen task forces, the McDowell Mountains and the Desert Preservation, have been involved in identifying land for inclusion in the Recommended Study Boundary and in developing implementation strategies. The McDowell Sonoran Preserve Commission used the work of both task forces as a foundation for the formulation of specific implementation recommendations to the City Council.

The McDowell Sonoran Preserve Commission developed both the Access Areas Report and the Conceptual Trails Plan with extensive active participation by user groups and other interested individuals. Joint meetings with the Parks Commission were conducted to receive input from that body on access area and trails planning. As the design phase for a specific access area is initiated, additional public meetings and individual contact with area residents will occur.

Resource Impacts

The approval of Collection Agreement COS #2003-013-COS will enable the city to accept a $30,000 cash contribution from the G&F to provide shade ramadas and information kiosks at selected access areas or trail-heads supporting the McDowell Sonoran Preserve. Existing conceptual plans for Preserve access areas identify shade ramadas and information kiosks as desired amenities to support and to accommodate passive recreation activities. The proposed cash contribution from AG&F will serve to reduce dollar for dollar the amount of city funds that are needed for these amenities.

Available funding. This action will reduce the amount of city funding required for the provision of amenities in access areas or trail-heads supporting the McDowell Sonoran Preserve.

Staffing, workload impact. None.

Maintenance requirements. No change.

Future budget implications. No change.

OPTIONS & STAFF RECOMMENDATION

Option A -- Do not approve the Collection Agreement: Under this option, the proposed cash contribution by G&F would not be accepted. The amenities the cash contribution is intended to fund would instead be provided using city funds in the approved and planned capital improvement program or not be provided.

Option B – Approve Collection Agreement COS #2003-013-COS accepting the $30,000 cash contribution from G&F. These funds would be used in lieu of previously approved and planned city funds in the capital improvement program.

Recommended Approach: Approve Collection Agreement COS #2003-013-COS accepting the $30,000 cash contribution from G&F. Approval of the Collection Agreement will reduce dollar for dollar the amount of city funding required to install shades ramadas and information kiosks in access areas or trail-heads supporting the McDowell Sonoran Preserve.

Proposed Next Steps: If City Council approves the Collection Agreement, Game and Fish will transfer the $30,000 cash contribution to a city account to be used for the provision of shade ramadas and information kiosks at access areas or trail-heads supporting the McDowell Sonoran Preserve.

RESPONSIBLE DEPT.

Preservation Division

STAFF CONTACTS

Robert Cafarella, AICP, Director,
480-312-2587 (rcafarella@ci.scottsdale.az.us)

APPROVED BY

Name — Date: 1-30-03
Robert J. Cafarella, AICP, Director, Preservation Division

Name — Date: 1/30/03
Ed Gawf, Deputy City Manager

ATTACHMENTS

1. Collection Agreement COS #2003-013-COS

Arizona Game and Fish Department 2221 West Greenway Road Phoenix, Arizona 85023	Arizona Game and Fish Commission and the City of Scottsdale
Approved As To Form Attorney General Contract No:	
FOR: Shade ramadas and information kiosks for improvements to support the McDowell Sonoran Preserve in Scottsdale, AZ.	

HAB-02-0926BW (09/26/02)

Collection Agreement COS #2003-013-COS

State of Arizona
Arizona Game and Fish Commission
and the
City of Scottsdale

THIS AGREEMENT (Agreement) is entered into this ____ day of _____, 2003, between the State of Arizona, by and through the Arizona Game and Fish Commission, hereafter "Commission", the term "Department" and "Director" shall mean the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission; and the City of Scottsdale, hereafter the City.

The Commission may enter into agreements with the political subdivisions of the State pursuant to A.R.S. § 17-231(B)(7), and the City may enter into this agreement pursuant to A.R.S. § 11-952.

WITNESSETH:

The parties herein entered into this agreement to establish a mechanism for the Department to contribute to a proposed project to enhance the dissemination of wildlife, habitat, and multiple passive recreational use information relating to the McDowell Sonoran Preserve (MSP).

I. Purpose and Mutual Benefits:

WHEREAS, the parties desire to improve public appreciation and awareness of local natural resources and related topics within the City of Scottsdale, and

WHEREAS, this project will allow the construction and installation of shade ramadas and information kiosks at selected trailheads supporting the MSP, and

WHEREAS, the Department desires to share in the expense of this mutual enhancement for public use.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

II. The Department shall:

1. Make payment in the amount of **$30,000.00** for materials, construction and installation of shade ramadas and information kiosks at selected trailheads supporting the MSP.

> CASH COLLECTIONS: Issue a check in the amount not to exceed **THIRTY THOUSAND DOLLARS AND NO CENTS, ($30,000.00)** to be made payable to the City of Scottsdale, 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251 before March 1, 2003.

2. Supply an Arizona Game and Fish Department Heritage Fund recognition logo for permanent inclusion on the displays.

III. The City shall:

1. Deposit all amounts received under the terms of this agreement to appropriate accounts and use such funds as provided for herein.

2. Maintain full accounting of all actual expenses associated with completing this project and provide copies to the Department as requested and upon completion.

3. Supply placement sites and maintain content for displays. Topics will include wildlife, wildlife/habitat relationships, and multiple recreational use-related information.

4. Maintain the structures in good condition after installation.

IV. It is mutually agreed and understood that:

1. This agreement in no way restricts the parties from participating with other public and private agencies, organizations, and individuals or from accepting contributions and gifts for the completion of the project as described.

2. Modification within the scope of this instrument shall be made by mutual consent of the parties by issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The parties are not obligated to fund any changes not approved in advance.

3. The parties through any authorized representative will have access and the right to examine all books, papers, or documents related to this document.

4. Nothing in this agreement shall be construed as obligating the parties in the expenditure of funds or as involving the parties in any contract or other obligation for the future payment of money in excess of

appropriations authorized by law and budgeted and approved by the parties.

5. It is agreed and understood that this agreement may be terminated as provided in the default and modification sections, or subject to cancellation pursuant to, A.R.S. § 38-511, in the event of an illegal conflict of interest.

6. This agreement shall be effective upon execution by both parties.

7. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 99-4 entitled "Prohibition of discrimination in State Contracts - Non-Discrimination in employment by Government Contractors and Subcontractors". Said non-discrimination orders, by reference, are made a part of this agreement.

8. Either party, in writing, may terminate the instrument, in whole or in part, at any time before the expiration, whenever it is determined that the other party(s) has materially failed to comply with the conditions of this instrument.

9. To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the parties agree to use arbitration, after exhausting all applicable administrative wildlife remedies, to resolve any dispute arising out of this agreement, where not in conflict with Federal Law.

10. This instrument is executed as of the last date shown below and expires not later than 12/31/03, at which time it is subject to review, renewal or expiration.

11. Pursuant to A.R.S. §§ 35-214 and 35-215, and § 41-1279.04 as amended, all books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the contract. Such records shall be reproduced as designated by the State of Arizona.

12. The principal contacts for this instrument are:

City of Scottsdale	**Arizona Game and Fish Department**
Bob Cafarella	**Joe Yarchin**
Preservation Director	**Urban Wildlife Specialist**
7447 E. Indian School Rd.	**7200 E. University Rd.**
Scottsdale, AZ 85251	**Mesa, AZ 85207**
(480) 312 7013	**(480) 981 9303 ext. 217**

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first above written.

City of Scottsdale

_____ **Date**_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

APPROVED:
State of Arizona
Arizona Game and Fish Commission

By:_____ **Date**_____
Duane L. Shroufe,
Secretary to the Commission and Director,
Arizona Game and Fish Department

CITY COUNCIL REPORT

MEETING DATE: 02/18/2003 ITEM NO. 12 GOAL: Neighborhoods

SUBJECT

Architectural Services contract for Streetscape Improvements along McDowell Road

REQUEST

Authorize Architectural Services Contract No. 2003-026-COS with EDAW, Inc., in the amount of $ 580,442.00 for the design of streetscape improvements along McDowell Road from 64th Street to Pima Road.

Related Policies, References:
1991 McDowell Streetscape Guidelines
McDowell Corridor Improvements Master Plan

BACKGROUND

In response to business and property owner requests, and general community interest, the City is taking the next step to improve the streetscape along McDowell Road. The principal objectives of this project are:

* Enhance the visual and functional environment along the street
* Promote the revitalization of South Scottsdale by improving the image of McDowell Road with the goal of attracting new commercial and office uses.
* Create a unified and distinct identity for McDowell Road corridor
* Promote patronage of existing commercial establishments
* Integrate existing private property landscapes
* Maintain and enhance visibility to businesses
* Establish a separate and identifiable image to the Motor Mile
* Accommodate signage and other marketing requirements

ANALYSIS & ASSESSMENT

Recent staff action.
On December 12, 2002, staff requested proposals from qualified consultants to design streetscape improvements. Ten (10) proposals were received and thoroughly evaluated by a panel of four city staff members. Four (4) design teams were short-listed for interviews, which were conducted on January 23, 2003. EDAW, Inc. received the overall the highest score and ranking. (Please see attachment No. 3). The Purchasing Director confirms that the procurement procedures provided by the City Code have been followed. The C.I.P. Coordinator concurs that funds are available to authorize this contract.

Significant issues to be addressed.
EDAW, Inc. will develop preliminary plans and conduct extensive reviews of the proposed improvements with adjoining owners, tenants and the public. Based on the comments received, the proposed improvements may be refined and then presented to the Development Review Board for approval. Those preliminary

plans will constitute a basis for construction documents for the planned improvements.

Community involvement.
The community initiated this project and involvement of the owners, tenants and public was included in the scope of work for the consultant. EDAW, Inc. is planning to use The Rozelle Group, Ltd. to develop and implement public participation strategies.

RESOURCE IMPACTS

Available funding.
Funding for this project is available in CIP Account 402- P8736.

Maintenance requirements.
Design will be coordinated with maintenance staff and their input will be regarded as one of the prevailing factors in the successful project.

Future budget implications.
The project can be divided into two parts, (1) establishment and approval of preliminary design and (2) final design and construction of the improvements. The construction may be implemented in phases, depending on the available budget for construction. This project may serve as an example for future projects of the same scope.

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Do nothing
EDAW is involved in some preliminary design work related to several specific sites along McDowell Road. The firm has also updated the master plan for the entire corridor. By doing nothing, this work would be placed on hold and the public will not see any desired improvements.

Description of Option B: Award the contract
Awarding the contract is a natural consequence of establishing an aggressive plan to refine the design concepts, involve the public in the design process, receive Development Review Board approval, and prepare construction documents necessary to begin installation of these improvements.

Recommended Approach:
Award the recommended contract to EDAW and begin an aggressive plan to finalize the design and construct the streetscape improvements along McDowell Road.

Proposed Next Steps:
The consultant would be prepared to begin work immediately. Initial tasks would include:
* Gain an understanding of actual field conditions
* Gather critical survey data
* Present design concepts to the stakeholders and public, analyze comments
* Present the preliminary design to the Development Review Board
* Prepare construction documents and cost estimates
* Assist in the bidding process

RESPONSIBLE DEPT(S)

Capital Project Management

STAFF CONTACTS

Marek Urbanek, CPM Project Manager, (480) 312-2563,
murbanek@ci.scottsdale.az.us

APPROVED BY

Al Dreska — 2/3/02
Date

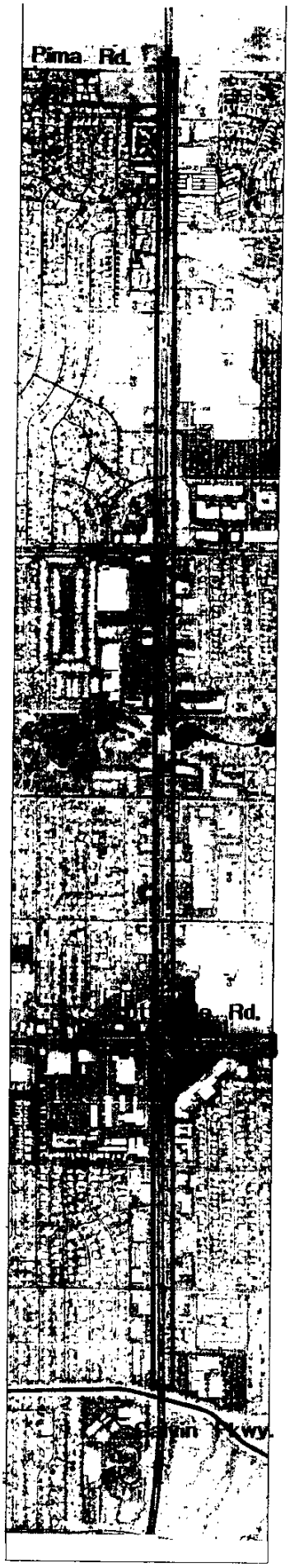
Al Dreska
Municipal Services General Manager
adreska@ci.scottsdale.az.us

Roger Klingler — 2/04/03
Date

Roger Klingler
Assistant City Manager
rklingler@scottsdaleaz.gov (480) 312-5830

ATTACHMENTS

1. Location Map
2. Architectural Services Contract No. 2003-026-COS
3. SOQ Evaluation Summary



ATTACHMENT 1

Location Map

CITY OF SCOTTSDALE
ARCHITECTURAL SERVICES CONTRACT

THIS CONTRACT, made and entered into this 18th day of February, 2003, by and between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and EDAW, Inc., a Corporation of the State of California, employing licensed professional Landscape Architect of the State of Arizona, hereinafter referred to as "Architect".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, the City desires to contract for architectural services to design Streetscape Improvements to McDowell Road in Scottsdale; and

WHEREAS, Architect is qualified to render the services desired by City;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

Architect shall act under the authority and approval of the Contract Administrator to provide the architectural services required by this Contract.

The City wishes to assign Architect the tasks specified in the attached Exhibit A, Project Scope of Work, which is hereby incorporated by reference and made a part of this Contract.

The Architect shall obtain all necessary information for the timely completion of the tasks specified in Exhibit A, Project Scope of Work.

2.0 FEES AND PAYMENTS

2.1 FEE SCHEDULE

The amount paid to Architect under this Contract shall not exceed $ 580,442.00 following the Fee Schedule attached to the Scope of Works.

2.2 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contract Administrator. Architect shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Architect on the basis of a progress report prepared and submitted by the Architect for work completed through the last day of the preceding calendar month. Each tasks shall be subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator shall prepare a partial payment request document for the Architect's acceptance. However, not more than 90% of the total contract price shall be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Architect on a monthly basis.

All charges must be approved by the Contract Administrator prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Marek Urbanek, or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Architect in accessing the organization, audit billings, and approve payments. The Architect shall submit all reports and special requests through the Contract Administrator.

3.2 TERM OF CONTRACT

The Architect agrees to proceed with the work immediately upon notification to proceed issued by the Contract Administrator and shall complete design works within 300 calendar days, including City review. The contract includes provision for overlooking construction estimated for another 300 calendar days.

This Contract shall be in full force and effect when it has been approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor as attested by the City Clerk thereof.

This Contract shall be in full force and effect when all signatures have been affixed hereon.

In the event that any tasks remain incomplete after the specified completion time period, continuation of this Contract shall be subject to written approval by the Contract Administrator.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of the project for which services have not been performed by the Architect.

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Architect shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Architect shall receive a fee for the percentage of services actually completed. This fee shall be

in the amount to be mutually agreed upon by the Architect and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Architect's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Architect has delivered the last of the partially completed items. Architect shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Architect's suppliers or Subcontractors, which Architect could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Architect, or if the Architect fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Architect for any amount, and Architect shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Architect is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Architect.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Architect in writing, and immediately upon receiving such notice, the Architect shall discontinue advancing the work under this Contract and proceed to close said operations.

Upon such termination or abandonment, the Architect shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data shall be the City's sole responsibility.

The Architect shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Architect shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Architect shall violate any of the convenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Architect for the purpose of setoff until such time as the exact amount of damages due the City from the Architect is determined by a court of competent jurisdiction.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Architect at least thirty (30) days prior to the end of its current fiscal period and will pay to the Architect all approved charges incurred through the end of such period.

3.5 AUDIT

The City may audit all of the Architect's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Architect's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Architect or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Architect's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Architect shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Architect and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Architect to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Architect. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Architect's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Architect.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Architect.

When the work detail covers only the preparation of preliminary reports or plans, there shall be no limitations upon the City as to subsequent use of the plans or ideas incorporated therein, for the preparation of final construction plans. The City does agree to release the Architect from any liability related to the preparation of final construction plans by others.

3.7 COMPLETENESS AND ACCURACY

The Architect shall be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the Architectural errors shall be chargeable to the Architect. Additional construction added to the project shall not be considered the responsibility of the Architect unless the need for same was created by any error, omission, or negligent act of the Architect. The fact that the City has accepted or approved the Architect's work shall in no way relieve the Architect of any of its responsibilities.

3.8 *ATTORNEY'S FEES*

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

3.9 *SUCCESSORS AND ASSIGNS*

This Contract shall extend to and be binding upon the Architect, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Architect shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Architect shall sell its assets.

3.10 *ASSIGNMENT*

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Contract Administrator.

3.11 *SUBCONTRACTORS*

During the performance of the Contract, the Architect may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Architect.

3.12 *ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES*

The total Scope of Architectural Services to be performed in accordance with this Contract is set forth herein, and, if the Architect is asked to perform services which are not included in this Contract, they will be considered additional services. The Architect shall not perform these services without written authorization in the form of an approved Change Order from the City. In the event the Architect performs the additional services without written authorization (Change Order) from the City to perform same, it shall be assumed that the additional services were included in the original Scope of Services and the fees set forth herein, and therefore, the Architect shall not be permitted to request nor receive any additional compensation for those additional services.

3.13 *MODIFICATIONS*

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 *CONFLICT OF INTEREST*

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for Architect any fee, commission, percentage, brokerage fee,

gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Architect shall reveal fully in writing any financial or compensatory agreement which it has with a prospective Architect prior to the City's publication of documents for bidding.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Architect's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Architect shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 EVALUATION OF ARCHITECT'S PERFORMANCE

The Architect will be evaluated regarding its performance of this Contract. This evaluation shall include, but not be limited to, the following consideration for:

Completeness
Accuracy
Utility Coordination
Technical Expertise
Organization
Appearance of plans (linework, lettering, etc.)
Working relationship with City staff and others
Availability
Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.23 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of the Architect:

Jay V. Hicks, Director
EDAW, Inc.
502 S. College Street, Suite 201
Tempe, Arizona 85281
Tel. 480-968-6514, Fax 480-968-6517

On behalf of the City:

Marek Urbanek, P.E., S.E.
Project Manager
Capital Project Management
7447 E. Indian School Rd., Suite 205
Scottsdale, AZ 85251
Tel. 480-312-2563, Fax 480-312-7971

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.24 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.25 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.26 INDEMNIFICATION

To the fullest extent permitted by law, Architect, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Architect relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Architect's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 INSURANCE

This solicitation/contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 **Insurance Representations and Requirements**

4.1.1 General: Architect agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Architect, Architect shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

4.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Architect. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Architect from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

4.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

4.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.1.5 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Architect shall be solely responsible for any such deductible or self insured retention amount. City of Scottsdale, at its option, may require Architect to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Architect shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Architect. Architect shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.7 Evidence of Insurance: Prior to commencing any work or services under this Contract, Architect shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Architect's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it shall be Architect's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying insurance.
2. Architect's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Architect under this contract.
4. Certificate shall cite a 30 day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.2 Required Coverage

4.2.1 Commercial General Liability: Architect shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Architect engages in any professional services or work adjunct or residual to performing the work under this Contract, Architect shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Architect, or anyone employed by Architect, or anyone for whose acts, mistakes, errors and omissions Architect is legally liable, with a liability insurance limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3)

years past completion and acceptance of the work or services, and Architect shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.2.3 Vehicle Liability: Architect shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each accident on Architect's owned, hired, and non-owned vehicles assigned to or used in the performance of the Architect's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance

4.2.4 Workers Compensation Insurance: Architect shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Architect's employees engaged in the performance of work or services under this Contract and shall also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

5.0 SEVERABILITY AND AUTHORITY

5.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

5.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

6.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Prior to any contract payment being made, the attached I.R.S. Form ***must*** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this 18th day of February, 2003.

CITY OF SCOTTSDALE

Mary Manross, Mayor

ATTEST:

Sonia Robertson, City Clerk

for Monroe C. Warren
Purchasing Director

Myron Kuklok
Risk Management Director

Contract Administrator

ARCHITECT:

Signature 02/03/03

WILLIAM VITEK
Name

REGIONAL VICEPRESIDENT, PRINCIPAL
Title

SSN
TAX ID # - 941641716

APPROVED AS TO FORM:

David A. Pennartz
City Attorney

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 01/30/03

PRODUCER 0641361 1-650-369-5900
Professional Practice Insurance Brokers, Inc.
A Hilb, Rogal and Hamilton Co.
10 California Street

Redwood City, CA 94063
Lou Moreno

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
EDAW, Inc.

502 S. College Ave., Suite 201

Tempe, AZ 95281

INSURERS AFFORDING COVERAGE

INSURER A: American Motorists Insurance Company
INSURER B: American Manufacturers Mutual Insurance Company
INSURER C: American Protection Insurance Company
INSURER D: Continental Casualty Company
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY	TKP77453302	07/01/02	07/01/03	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 500,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 10,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
A	AUTOMOBILE LIABILITY	3MG77453302	07/01/02	07/01/03	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS					
	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	X HIRED AUTOS					
	X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
	DEDUCTIBLE					$
	RETENTION $					$
						$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3BR00573200	09/01/02	09/01/03	X WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	OTHER Professional Liability	AEA008234067	03/24/01	03/24/03	Per Claim	1,000,000
					Ann. Aggregate	2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
All operations of the named insured. See additional insured endorsement attached.
Professional Liability is written at aggregate limits of liability not less than the amount shown.
Scottsdale McDowell Rd. Streetscape Project

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: ____

EDAW Project #3P001.00

City of Scottsdale
Capital Project Management
Marek Urbanek
7447 E. Indian School Rd.
Suite 205
Scottsdale, AZ 85281
USA

CANCELLATION *NON-PAYMENT OF PREMIUM: 10 DAYS NOTICE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO~~ SHALL ~~IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE Marcia C Laczinski

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American Manufacturers Mutual Insurance Company

BLANKET ADDITIONAL INSURED ENDORSMENT
ARCHITECTS AND ENGINEERS PROGRAM

This blanket endorsement modifies insurance provided under the following COMMERCIAL GENERAL LIABILITY POLICY for:

Named Insured: EDAW, Inc.

Policy Period: 07/01/02 **to** 07/01/03 **Policy No.** TKP77453302

TYPE OF OPERATION
All operations of the Named Insured, including a specific project / job listed on the attached Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an insured The Additional Insureds; Owners, Lessees or Contractors listed below, but only with respect to liability arising out of "your work" performed for that insured by or for you.

ADDITIONAL INSURED — OWNERS, LESSEES, LOSS PAYABLE OR CONTRACTORS FORM B

City of Scottsdale, its agents, representatives, officers, directors, officials and employees

PRIMARY COVERAGE — With respect to claims arising out of the operations of the Named Insured, such insurance as afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the Additional Insureds.

CROSS LIABILITY CLAUSE — The naming of more than one person, firm or corporation as insureds under this policy shall not, for that reason alone, extinguish any rights of the insured against another, but this endorsement, and the naming of multiple insureds, shall not increase the total liability of the Company under this policy.

NOTICE OF CANCELLATION
1. If we cancel this policy for any reason other than non-payment of premium, we will mail written notice at least 30 days before the effective date of cancellation to the Additional Insureds on file with the Company.
2. If we cancel this policy for non-payment of premium, we will mail written notice at least 10 days before the effective date of cancellation to the Additional Insureds on file with the Company.

WAIVER OF SUBROGATION — Applicable to Commercial General Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. This insurance shall not be invalidated should the Named Insured waive in writing, prior to a loss, any or all rights of recovery against any party for a loss occurring. However, the insured must do nothing after a loss to impair these rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

Marcia C. Lorzino
Authorized Representative

[NOTE: MEETS OR EXCEEDS CG 20 10 11 85] ISSUED: 01/30/03

KEMPER COMMERCIA PKG A/I CG2010 (SPECIFIED)

Form **W-9**

(Rev. January 2002)

Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requestor. Do not send to the IRS

Print or type
See Specific Instructions on page 2

Name: EDAW Inc.

Business name, if different from above:

Check the appropriate box: ☐ Individual/ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 150, CHESTNUT St.

Requestor's name and address (optional):

City, state, and ZIP code: SAN FRANCISCO, CA 94111

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social Security Number

or

Employer identification number: 9 4 1 6 4 1 7 1 6

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me). **And**
2. I am not subject to backup withholding because **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2).

Sign Here **Signature of U.S. person ▶** William Polk **Date ▶** 02/03/03

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of security property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup" withholding. "Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend account opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to a reasonable cause and not to willful neglect.

Civic penalty for false information with respect to withholding. If you make a false statement With no reasonable basis that results in no Backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations May subject you to criminal penalties including Fines and/or imprisonment.

Misuse of TINs. If the requester discloses or Uses TINs in violation of Federal law, the Requester may be subject to civil and criminal Penalties.

Scope of Services

Scottsdale McDowell Road Streetscape (1/31/03)

Project Overview

Programmed improvements for McDowell Road Streetscape:

- McDowell Road Streetscape from 64th Street Westside to Pima Rd. Eastside.
- Includes Scottsdale Road from McDowell Rd. intersection to south side of Los Arcos site to north side of Bill Heard dealership
- $5.0 million construction budget maximum. If additional monies are added a change order for additional design services will be required.
- Construction Documents for areas within ROW only
- Some ROW may be added in minimal frontage areas
- Design concepts for property frontages into private property (actual on site design will be covered under an allowance)
- Meet with one third of commercial properties along route (allowance)
- 4 new bus stops w/ structure, COS pre-designed w/ embellishment by EDAW
- 2 new right turn lanes
- No major changes to travel lanes or curb lines anticipated. Only at bus stop, turn lanes and dealer pull outs
- No utility changes or improvements.
- Establish project identity, anticipated to be "McDowell Rd." with sub districts of "Motor Mile", "The Intersection", "Retail" and "East End". This may vary but it is not anticipated to grow beyond this.
- COS will advertise and secure venues for all public meetings.

Task 100 Planning/ Data Collection/Programming

Purpose: To collect site data required for the construction documentation effort. Establish the final program for the Streetscape and develop the conceptual "kit of parts".

Method:

1. Review base information and background data.
2. Kick-off meeting and site visit to review existing conditions w/staff.
3. Geotechnical investigation if needed (Provided by COS).
4. Potholing (Provided by COS).
5. Prepare Survey Aerial Photography and Topography (1 foot contour intervals) field data collection (if needed for tie into grades, manholes, H2O, elec. at new turn lanes, bus bays and dealer pull outs).
6. Evaluate existing street and dealer frontage lighting. Develop new lighting alternatives concepts with kit-of-parts.
7. Prepare initial program per staff input and stakeholder interviews.
8. Programming interviews with stakeholder upon request. Individual business owner interviews. 98 businesses exist within project anticipate meeting with one third or 33 meetings. (2hrx33= 66hrs) See below in Meetings.
9. Prepare alternative concept designs (kit of parts) responding to stakeholder groups.
10. Present revised program and concept designs to stakeholders. (1 overall meeting and 1dealer specific) Prep. See below in meetings.
11. Finalize program and concept designs.

Products:

- Project Notebook with:
  - Contact list
  - Background data
  - Meeting Notes
  - Project Correspondence/Updates
- Field notes, photographs
- Geotechnical report (by COS)
- Potholing (by COS)
- Survey field data collection (map and digital)
- Conceptual Site Design
- Conceptual design (kit of parts)
- Final project program

Meetings:

- Kick Off/Programming and Site Visit w/staff
- Meetings w/ staff from project start through Planning (3 total) (3x2hr=6)
- Individual business owner interviews. 98 businesses exist within project anticipate meeting with one third or 33 meetings. (2hrx33= 66hrs)
- Auto Dealer Stakeholder Meeting
- Summary Public Meeting open house format

Task 200 Schematic Design

Purpose: The schematic design phase is to refine the physical form of the project from the final program and establish preferred construction methods, materials and project cost vs. budget. Gain approval from DRB to proceed to design development.

Method:

1. Develop Schematic Design Plan for project area.
2. Develop "kit-of-parts" design elements.
3. Analyze construction type and establish preferred method/material vs. cost for: paving, walls, signs, planting, overhead structures, lighting, etc.
4. Prepare product/cut sheet manual and materials/color board for proposed products, materials and colors.
5. Prepare Auto-Cad base sheets @ 1"=20'
6. Prepare "order of magnitude" cost estimate.
7. Revise schematic plan based upon COS's comments.
8. Present schematic plans to Stakeholders in an Open House format prior to DRB.
9. Present schematic plans, materials/equipment recommendations to DRB.

Products:

- "Mini Set" of proposed construction documents for improvements
- Schematic Design Plan for project area at 1"=20'(site plan sheets equating to future construction document sheets), 1"=100'(districts) and 1"=400" (total project)
- Develop "kit-of-parts" design elements (paving, walls, signs, shade structures, bus stop, lights, car pads, etc). Elevations 1/2"=1' and Axonometric of each element. (Colored and mounted)
- Recommended construction type/materials memo
- Product/Cut Sheet manual
- Materials/Color Boards (30"x40" foam core board)
- Base sheets @ 1"=20', 1 set for COS review/approval

- Digital file (CD in pdf. format) of: Colored site and building plans, b&w site and building plans.

Meetings:

- Pre DRB w/staff & reviewer
- DRB Presentation Study Session
- DRB Presentation #1
- DRB Presentation #2
- Meetings w/ staff from planning through DRB (4 total) (4x2hr=8)

Task 300 Design Development (50%)

Purpose: To refine and revise schematic design. Further develop and coordinate utilities. Refine cost estimates and test against budget. Coordinate design disciplines and project elements.

Method:

1. Revise schematic plans per COS's comments.
2. Update base sheets.
3. Develop plans and details:
   - Hardscape/General plan
   - Hardscape Details
   - Paving/Grading
   - Planting
   - Irrigation
   - Bus Stop
   - Shade Structures
   - Lighting/Electrical power
   - Signage
4. Prepare design development (60%) cost estimate.
5. Develop outline specifications.
6. Review progress set with COS staff.

Products:

- Design development (50%) plan set
- Outline specifications
- Cost estimate
- Meetings:
- Design development review session w/staff.

Meetings:

- Meetings w/ staff (2 total) (2x2hr=4)

Task 400 Construction Documents (90% Pre-final/Final 100%)

Purpose: To provide final construction documents sealed by an Arizona registered professional suitable for public works bidding.

Method:

1. Revise design development plans per COS's comments.
2. Complete plans and details for six million dollars in improvements:
   - Hardscape/General plan
   - Site Details
   - Paving/Grading
   - Planting
   - Irrigation
   - Bus Stop

    - Shade Structures
    - Lighting/Electrical power
    - Signage
3. Prepare 90% and final cost estimate.
4. Develop 90% and final specifications.
5. Review progress set with COS staff.

Products:

- Construction documents (90% and 100%) plan sets
- Sheet Index
    - Cover Sheet
    - General Notes
    - Layout/Dimension Plan
    - Paving/Grading/Drainage Plans
    - Site Details
    - Landscape Plans
    - Landscape Details
    - Irrigation Plans
    - Irrigation Details
    - Bus Stop Plans and Details
    - Electrical Plans
    - Electrical Details/One Line Dia.

- Final specifications
- Final Cost estimate

Meetings:

- Meetings w/ staff (2 total) (2x2hr=4)

Task 500 Bidding Assistance/Construction Services

Purpose: To assist the COS during the bidding process by answering bidder's questions, preparing necessary addenda and attend pre-bid conference. Attend pre-construction meeting to assist with clarifications and available for weekly meetings/consultation during nine (9) month estimated construction period. Provide submittal review during construction.

Method:

1. Respond to question during bid process.
2. Prepare addenda.
3. Prior Approval review/approval.
4. Attend and record pre-bid conference.
5. Attend pre-construction meeting.
6. Submittal Review.
7. Site Visits during construction (1/week x 40 weeks) (3hr/visit x 40 visits = 120 hrs).

Products:

- Documentation of bid questions and response
- Addenda
- Recording and meeting minuets of pre-bid conference
- Submittal Review File
- Field Reports
- Punch List

Meetings:

- Pre-bid conference
- Pre-Construction Meeting

Task 600 Project Management/Allowances

Purpose: To cover items not included in the basic design services, provide project and project expenses.

Method:

1. Supplemental Design Consultation with businesses.
2. Public involvement beyond business owners.
3. Individual business owner interviews. 98 businesses exist within project anticipate meeting with one third or 33 meetings. (2hrx33= 66hrs)
4. Miscellaneous Meetings outside of base fee.

Sub-Consultants Allowances

Thinking Caps (Allowances)

Rozelle Group Assistance with Los Arcos Mall Issues (Allowance)

Products:

- Design Consultation with individual businesses.
- Public involvement beyond business owners.
- Public involvement support for Los Arcos from The Rozelle Group 30 hours of consultation and support.

Meetings:

- Miscellaneous Meeting Allowance at hourly rate.

Fee Schedule

02/03/2003

	Project Director	Project Manager	Designer	Designer/ CAD	Total
Hourly Rate	$158	$132	$74	$72	
Task 100 Planning/ Data Collection/Programming					
1. Review base information and background data.		4			
2. Kick off/programming meeting and site visit w/staff. prep	2	2	2		
3. Geotechnical investigation if needed (Provided by COS).		2			
4. Potholing (Provided by COS).		2			
5. Survey Aerial Photography and Topography (1 foot contour intervals) field data collection (if needed for tie into grades, manholes, H2O, elec. at new turn lanes, bus bays and dealer pull outs).		4			
6. Evaluate existing street and dealer frontage lighting. Develop new lighting alternatives.	2	8	16		
7. Prepare initial program per staff input and stakeholder interviews.	2	16	12		
8. Programming interviews with stakeholder upon request. Individual business owner interviews. 98 businesses exist within project anticipate meeting with one third or 33 meetings. (2hrx33= 66hrs) See below in Meetings.					
9. Prepare alternative concept designs (kit of parts) responding to stakeholders and staff.	8	80	120		
10. Present revised program and concept designs to stakeholders. (1 overall meeting and 1dealer specific) Prep. See below in meetings.	1	2	4		
11. Finalize program and concept designs	2	60	120		
Meetings:					
Kick Off/Programming and Site Visit w/staff	6	6	6		
Meetings w/ staff from project start through Planning (3 total) (3x2hr=6)	6	6	6		
Individual business owner interviews. 98 businesses exist within project anticipate meeting with one third or 33 meetings. (2hrx33= 66hrs)		66			
Auto Dealer Stakeholder Meeting	4	4	4		
Summary Public Meeting open house format	6	6	6		
	39	268	296	0	611
Task 100 Planning/ Data Collection/Programming Total	**$6,155**	**$35,269**	**$21,951**	**$0**	**$64,295**
Task 200 Schematic Design (30%)					
1. Develop Schematic Design Plan for project area.	16	60	120	80	
2. Develop "kit-of-parts" design elements.	16	80	120	80	
3. Analyze construction type and establish preferred method/material vs. cost for: paving, walls, signs, planting, overhead structures, lighting, etc.	2	16	16	8	
4. Prepare product/cut sheet manual and materials/color board for proposed products, materials and colors.	2	16	16	24	
5. Prepare Auto-Cad base sheets @ 1"=20'	1	2	4	16	
6. Prepare "order of magnitude" cost estimate.	1	12	8	16	
7. Revise schematic plan based upon COS's comments.	2	8	16	16	
8. Present schematic plans to Stakeholders in an Open House format prior to DRB. Prep	3	3			
9. Present schematic plans, materials/equipment recommendations to DRB. Prep	6	6			
Meetings:					
Pre DRB w/staff & reviewer	2	2			
DRB Presentation Study Session	2	2			
DRB Presentation #1	2	2			
DRB Presentation #2	2	2			
Meetings w/ staff from planning through DRB (4 total) (4x2hr=8)	8	8	8		
	65	219	308	240	840
Task 200 Schematic Design Total (30%)	**$10,258**	**$28,820**	**$22,841**	**$17,280**	**$80,120**

Fee Schedule

02/03/2003

Task 300 Design Development (60%)					
1. Revise schematic plans per COS's comments.	4	12	8	8	
2. Update base sheets.	1	4	4	8	
3. Develop plans and details:					
• Hardscape/General plan	2	24	60	80	
• Hardscape Details	2	24	60	80	
• Paving/Grading	2	24	24	60	
• Planting	2	24	48	40	
• Irrigation	2	24	80	60	
• Bus Stop	1	16	16	40	
• Shade Structures	1	16	16	16	
• Lighting/Electrical power (bus stop and shade structure only)	1	4			
• Signage	1	16	4		
4. Prepare design development (60%) cost estimate.	1	8	4	12	
5. Develop outline specifications.		4			
6. Review progress set with COS staff.					
Meetings:					
Meetings w/ staff (2 total) (2x2hr=4)	4	4			
	24	204	324	404	956
Task 300 Design Development (60%) Total	**$3,788**	**$26,846**	**$24,028**	**$29,088**	**$83,750**
Task 400 Construction Documents (90% Pre-final/Final 100%)					
1. Revise design development plans per COS's comments.	4	8	8	8	
2. Complete plans and details for six million dollars in improvements:					
• Hardscape/General plan	2	16	40	80	
• Site Details	2	16	40	48	
• Paving/Grading	2	24	24	32	
• Planting	2	16	48	40	
• Irrigation	2	24	120	60	
• Bus Stop	1	2	16	16	
• Shade Structures	1	6	16	16	
• Lighting/Electrical power (bus stop and shade structure only)		4			
• Signage	1	8	4		
3. Prepare 90% and final cost estimate.	4	20	4	12	
4. Develop 90% and final specifications.	4	32	8		
5. Review progress set with COS staff.					
Meetings:					
Meetings w/ staff (2 total) (2x2hr=4)	4	4			
	29	180	328	312	849
Task 400 Construction Documents (90% Pre-final/Final 100%) Total	**$4,577**	**$23,688**	**$24,324**	**$22,464**	**$75,053**
Task 500 Bidding Assistance/Construction Services					
1. Respond to question during bid process.	2	16	8		
2. Prepare addenda.	2	8	8		
3. Prior Approval review/approval.	2	40	80		
4. Attend and record pre-bid conference.	4	4			
5. Attend pre-construction meeting	2	2			
6. Submittal Review	2	40	40		
7. Site Visits during construction (1/week x 40 weeks) (3hr/visit x 40 visits = 120 hrs)		120			
Meetings					
Pre-Bid Conference	2	2			
Pre-Construction Meeting	2	2			
	18	234	136	0	388
Task 500 Bidding Assistance Total/Construction Services	**$2,841**	**$30,794**	**$10,086**	**$0**	**$43,721**

Fee Schedule

02/03/2003

Sub-Consultants Base

Thinking Caps (Base Design)	$48,140
Thinking Caps (Base CA)	$8,000
A-I-R (Darren Petrucci)	$15,000
Wright Engineering Electrical	$8,000
Structural Engineer	$3,500
Native Plant Survey	$6,500
Brooks Hersey (Base)	$47,626

Base Project Total **$469,205**

Task 600 Allowances

1. Supplemental Design Consultation with businesses.	40	80	80	80	
	40	80	80	80	280
	$6,313	$10,528	$5,933	$5,760	$28,534
2. Public involvement beyond business owners.	40	40			
	40	40	0	0	80
	$6,313	$5,264	$0	$0	$11,577
3. Miscellaneous Meetings outside of base fee.	80	80			
	80	80	0	0	160
	$12,626	$10,528	$0	$0	$23,154

Sub-Consultants Allowances

Thinking Caps (Allowances)	$5,000
Rozelle Group Assistance with Los Arcos Mall Issues (Allowance)	$5,000
	$25,251 $26,320 $5,933 $5,760

Allowances Total $ 73,264

Expenses 7% $ 37,973

Project Total $ 580,442

Manhour 1-31-03

STREETSCAPE IMPROVEMENTS
of McDowell and Scottsdale Roads

	Total Points per Reviewer					
	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Total	Average
	23	22	20	25	90	22.5
	26	30	25	28	109	27.25
	20	27	25	20	92	23
	25	23	15	15	78	19.5
	26	29	25	30	110	27.5
	26	32	25	32	115	28.75
	24	31	25	28	108	27
	26	33	25	28	112	28
	40	50	45	50	185	46.25
	55	55	55	55	220	55
	50	60	50	48	208	52
	47	45	40	45	177	44.25
	30	24	25	34	113	28.25
	36	32	35	36	139	34.75
	32	40	30	30	132	33
	28	24	25	28	105	26.25

Final Score	Average (for 4 Categories)	Rank
e group	124.5	3
EDAW, Inc.	145.75	1
Floor and Associates	135	2
Abell and Associates	118	4

CITY COUNCIL REPORT

MEETING DATE: 02/18/2003 ITEM NO. 13 GOAL: Short- and Long-term Economic Prosperity

SUBJECT

Consider options relating to Los Arcos

REQUEST

At the request of Councilwoman Lukas discuss the potential of the City issuing a Request For Proposals (RFP) for development of the vacant Los Arcos site.

Related Policies, References:
- Council forms Los Arcos Redevelopment District 12/18/95
- Los Arcos Redevelopment Plan adopted 7/2/96
- Original Los Arcos Request for Proposals Issued 7/18/97
- Council Action on preferred Smith Group development option 2/5/02

BACKGROUND

The former Los Arcos Mall opened in 1969, and was the focal point of commercial activity in the southern part of the community for several decades. In the early 1990's the mall began to decline, and the mall owner and the City looked at different options for revitalizing the mall and the immediate area. The Council formed the Los Arcos Redevelopment District in late 1995, and adopted a Redevelopment Plan for the area in 1996. In July 1997, the City issued a Request for Proposals (attachment 1) on a 90-acre project site focused on the 40 acre mall site (it also included Los Arcos Crossing, Papago Plaza, and other adjacent properties); the Ellman Companies (who had purchased the mall in late 1996) was the only respondent to this RFP, and was selected by the City to enter into an exclusive negotiation period with the City's Redevelopment Office and Redevelopment Board. This ultimately led to Ellman's proposal for the Coyote's Arena, but after several years of negotiations, Ellman decided to build that facility in Glendale in March 2001. After this announcement, the City began a process of determining acceptable and feasible land uses for that site, which led to the hiring of the consultant team of Smith Group and Piper Jaffrey in May 2001. During the balance of 2001 and early 2002, the City and the consultants led an extensive community-based process, which led to a set of recommendations endorsed by Council. The focus of these recommendations was on the development of a community "town center" project, including neighborhood retail and services, some big box retail, a community event center, and potentially some higher density residential product (Attachment 2). At that point in time, the Ellman Companies also proposed a "power center" development for Los Arcos, anchored by WalMart, Sam's, and Lowe's Home Improvement; they requested a $42 million incentive package from the City to facilitate this project. The mall closed in early 2000, and demolition was completed in 2002. The land remains vacant today.

Action Taken_____

If the City were to consider doing another Request for Proposals on the Los Arcos Mall site, the process and estimated timeframe would be as follows:

1. Agree on the specific parameters for the Selection Criteria for the RFP – the greater the level of detail that can be provided in the RFP, the more likely it is that respondents would submit plans in keeping with the community's expectations. Detail would be needed on the following criteria (4-8 weeks):
   A. Desired land uses – retail, office, residential, community uses?
   B. Mix of land uses (percentage in each category), how they integrate, etc.?
   C. Development parameters – height, density, open space?
   D. Design guidelines?
   E. Timing – RFP response; negotiation period; due diligence; entitlements; land acquisition; etc.?
   F. What specific land is included in the RFP – just the Los Arcos Mall site (Ellman property), or would adjacent lands also be considered (Los Arcos Crossing, Belleview St.)?
   G. Are there specific requirements for public benefits – transit facilities, pedestrian connections, public facilities, parks, etc.?
   H. Does the City want to prohibit any uses – no bars, no rental housing, etc.?
   I. Zoning: Willingness to modify or requirement to use existing zoning only?
   J. Will the City to commit to using eminent domain if needed – if so, under immediate possession or will the City need to wait for a valuation ruling?
   K. What is the City willing to commit to this project in public funds, for what purposes, and how will those funds be paid (upfront, rebate, bonds)?
   L. Requirements for public input process?
   M. Will the City require that they put up a substantial upfront deposit during negotiations to make sure that they are committed to the deal?
   N. What assurances is the City willing to commit to do that will help a developer make this happen, given the history of this site?

2. Prepare the RFP using the above parameters, legal review, prepare national mailing list (250-500 developers), and send out RFP. (4 weeks)

3. Developer responses to RFP due 90–120 days later (given size and complexity of site).

4. Staff evaluation of responses, including financial analysis; short list of finalists; formal interviews; final staff recommendation (6-8 weeks)

5. Prepare Council Action Report and hold Council meeting (4 weeks) – Council approves a 9-12 month "exclusive right to negotiate" period.
   NOTE: RUNNING TOTAL TIME TO THIS POINT: 8-10 months

6. Return to Council with a specific site plan, zoning package, and Redevelopment Agreement 9-12 months later.

7. Land acquisition (possible condemnation), design review, permitting – 1-3 years

8. Construction – 12-18 months
   NOTE: TOTAL TIME: 4-6 years

ANALYSIS & ASSESSMENT

Recent staff action.
No formal action on Los Arcos has occurred since July 2002, when there was not majority support by the City Council for the Ellman Companies request for $42 million in incentives for the development of a power center on the site. The focus in this part of town has been on other projects in the McDowell corridor, such as the Smitty's site redevelopment, McDowell streetscape, Republic West, Bill Heard Chevrolet, etc.

Community involvement.
The community has been extensively involved in this process throughout the years, especially with last year's Smith Group Los Arcos Options outreach. However, there has been no specific community involvement with regards to this request to consider RFPs or other options.

RESOURCE IMPACTS

Available funding.
No specific funds have been currently identified for an RFP process. The staff work could be carried out by the Economic Vitality Department, but some currently planned projects would have to be delayed. There would be some hard dollar costs needed to support this effort (such as printing and mailing costs), which would need to be provided by Departmental savings or General Fund Contingency transfer – preliminarily, staff estimates this cost would be in the $5,000-10,000 range. It is also likely that the City would want to retain further consultant services for this process (such as a financial analysis consultant); Economic Vitality does have approximately $15,000 available in this year's consulting budget for this, and has requested about $40,000 in next fiscal year's budget for this purpose.

Staffing, workload impact.
Based on previous major RFPs undertaken by the City, staffing needs to carry out an RFP for Los Arcos are estimated to be approximately 1,000 hours, or the equivalent of a full time employee for 6 months. Economic Vitality staff could carry out this function, but some currently planned projects in the existing workplan would need to be delayed; potential projects in Revitalization's current workplan that could be potentially be delayed include a commercial properties physical improvement financing program, a program designed to focus on attracting new residential developments to the older portions of the community, and a program to link commercial real estate databases with the City's GIS system.

Future budget implications.
Unknown – depends on future decisions and direction from Council.

OPTIONS

There are alternatives to the RFP process:

RFP the Site
Under this option, the City would issue a Request for Proposals asking for developers who would be willing to build a development on the site in conformance with the City's desires, as outlined in the Background Section.

CONSIDERATIONS:

- City would better control the type of development that occurred, thus providing more long term certainty and insuring that the development helped to spur on revitalization in the area.
- National RFP would provide widest exposure to a variety of developers, with potential opportunities for creative solutions

- City would have a better understanding of the benefits of the project before committing to specific financial liabilities and/or the use of condemnation.
- May spur the existing property owner to action.
- Process can be lengthy – could be nearly one year before City enters into an exclusive right to negotiate.
- Given current commercial real estate economic conditions, the City may receive no or very few responses and/or only receive responses for residential development.
- Given this site's history, many developers may not be interested unless the City first acquires the site.
- If condemnation were needed once a plan is developed, the City could ultimately control the property at fair market value, and then move forward with desired uses. However, that could be a lengthy and expensive legal process due to potential challenges by the current owner, and the likely high exposure of this case.
- If condemnation with immediate possession were used, the City could proceed with development quickly, but would have an unknown financial liability.
- If condemnation with value were used, the City would know its liability prior to finalizing any actions, but that process could take several years.
- Outcome is uncertain – City could lose either on its right to take, or on the ultimate valuation ruling by a Court.
- Financial concerns – where does the City get the funds to pay for the land and legal action, and what impact might that have on the City's budget.
- Several bills have been recently introduced in the State Legislature, which would severely restrict or eliminate the City's right to use condemnation for redevelopment purposes.

Negotiate with Ellman

The City could reopen negotiations with the Ellman Co. for either an acceptable purchase price or for Ellman to develop the property.

CONSIDERATIONS:

- Potentially the fastest way to get a development in place (if an acceptable agreement could be reached) since there would be no land ownership issues.
- If City purchased the site, it could control land uses.
- If Ellman Co. developed the site under their last proposal, there is mixed neighborhood support for the big box concept.
- The City's financial participation could be paid for out of future, site-derived revenues, versus upfront financing as was previously proposed. The amount of participation would depend upon the land value, market rate return expectations, and revenue generating calculations.
- The proposed Ellman power center is a short-term development (+/- 15 year lifespan).

Wait for Market Changes

Under this option, the City would wait until either Ellman decided on a more realistic market value for the property, or sold the property to someone else.

CONSIDERATIONS:

- At current estimated market values, little or no City incentives would be required for certain types of projects.

- Owner may be more motivated to develop or dispose of property if there is no opportunity for City assistance, since holding costs will continue to escalate over time.
- The City could focus its limited resources on other areas of the McDowell corridor.
- There could be several years of inactivity, which may hinder additional market investment in this area of the City.
- Uncertainty in terms of future uses.

RESPONSIBLE DEPT(S) Economic Vitality

STAFF CONTACTS David Roderique, Economic Vitality General Manager, 480-312-7601, droderique@scottsdaleaz.gov

APPROVED BY

David B. Roderique, General Manager — 1/31/03 Date

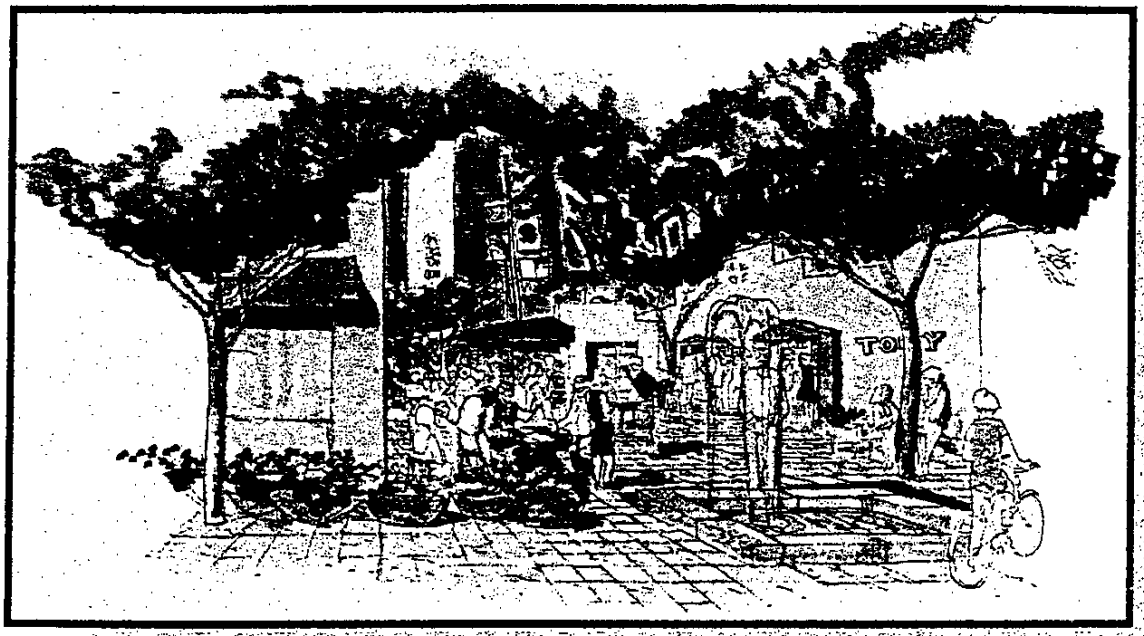
Janet M. Dolan, City Manager — 2/03/03 Date

ATTACHMENTS

1. 1997 Los Arcos Redevelopment Project "Request for Proposals"
2. 2001 Smith Group Analysis

LOS ARCOS REDEVELOPMENT PROJECT

Request for Proposals



City of Scottsdale, Arizona

Los Arcos Redevelopment Project
Request for Proposals

July 18, 1997

Issued by
City of Scottsdale
Redevelopment & Urban Design Studio
7440 East First Avenue, Suite 200
Scottsdale, Arizona 85251

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EXHIBITS

EXHIBIT 1 - BASE MAP 5

EXHIBIT 2 - PROJECT SITE 7

EXHIBIT 3 - LOCAL CONTEXT MAP 10

EXHIBIT 4 - LOCATION MAP 11

EXHIBIT 5 - LINKAGE MAP 17

EXECUTIVE SUMMARY

This summary outlines the information contained in this Request for Proposals (RFP). All respondents to this RFP should read the entire document carefully.

INTRODUCTION

The City of Scottsdale, Arizona, is seeking sealed proposals from qualified development teams to serve as Redeveloper(s) for all or a portion of the Project Site in the Los Arcos Redevelopment Area. This process offers the successful bidder(s) an opportunity to plan, design, develop and manage a first class mixed-use development in the heart of one of Scottsdale's original neighborhoods.

PROJECT SITE

The approximately 90 acre Project Site is located generally at the southwest and southeast corners of Scottsdale and McDowell Roads. The Site encompasses the majority of Sub-Area A of the Los Arcos Redevelopment Area, the retail core. Proposals will be accepted for all or portions of the Project Site.

PROJECT SITE DESCRIPTION

The Project Site is envisioned as the focal point for the Los Arcos Redevelopment Area, providing the community with a diversity of services, entertainment, retail opportunities and public spaces. With prime access to regional freeways and major attractions, the Project Site can also serve the region with hospitality, employment and retail uses. Opportunities exist for a transit oriented development, with a city transit facility planned for the Project Site. The Site can be further enhanced with significant linkages to the Indian Bend Wash, capitalizing on this unique recreational amenity.

The Project Site includes three major retail centers, numerous single use properties and vacant land. In addition, the Project Site contains low-scale multi-family residential along Belleview Street. It is the City's intention to encourage redevelopment of the Project Site into a mixed-use district with retail, office, entertainment, visitor accommodations, cultural and recreational opportunities and residential uses. The Project Site is the heart of the Los Arcos Redevelopment Area; a development with long-term viability is the key to realizing the full potential of the Los Arcos Redevelopment Area.

POTENTIAL FOR CITY PARTICIPATION

The City of Scottsdale is committed to the redevelopment of the Los Arcos Area. The City will be an active participant in the successful implementation of the Redevelopment Plan and in the development of the Project Site. The resources of the City, such as the use of eminent domain, other regulatory mechanisms, an expedited development approval process, the waiver of development application fees, and provision of on-site and off-site infrastructure, are all potential tools to achieve a successful project. While these tools can contribute to a successful project, the City's willingness to participate will be contingent on the quality of the proposed development and the extent to which the community's goals for the project and the area can be met.

The use of eminent domain to acquire property for any proposed redevelopment is completely at the discretion of the City Council. Nothing herein shall imply or warrant, under any circumstance, a commitment on the part of the City of Scottsdale to acquire any real property within the boundaries of the Project Site.

REDEVELOPMENT AGREEMENT

The City's ultimate objective is to enter into Redevelopment Agreement ("RA") or other form of agreement addressing ownership of the property and governing the redevelopment of the Project Site. The Redeveloper(s) selected by the City will have the opportunity to work closely with the City to develop master plans and to resolve other specific issues related to their redevelopment proposals. It is not the City's intent to enter into a "conceptual" agreement that describes the redevelopment only in general terms. Rather, the City intends that the RA, when executed, will specifically describe how the area is to be redeveloped, and the roles and responsibilities of each party to the agreement.

The City reserves the right, at any time before the RA is signed, to terminate the negotiations and, if it so chooses, to negotiate with the next most qualified developer. The City also reserves the right to negotiate simultaneously with more than one Redeveloper if RFP responses apply to different portions of the Project Site. The City further reserves the right to reject all proposals received.

PROPOSAL REQUIREMENTS

Proposals are not expected to anticipate and resolve every issue that may occur during the course of development. Proposals should be sufficiently developed and detailed so issues and problems can be readily identified and as many issues as possible can be resolved during the negotiation period. The City is not now soliciting actual language to be included in a Redevelopment Agreement. Rather, the City seeks descriptions of land use, zoning, ownership and other changes the developer will cause to occur on the Project Site. Proposals should also identify likely difficulties in implementation.

Proposals must address each of the following evaluation criteria:

- Developer Experience
- Financial Capacity of Developer and Strength of Project
- Project Design and Development Team
- Project Design and Development Concept
- Community Benefits and Special Considerations
- Development Schedule and Project Phasing
- Owner Participation
- City Participation

SUBMITTAL DEADLINE

Responses to this RFP are required no later than 4:00 PM, August 25, 1997.

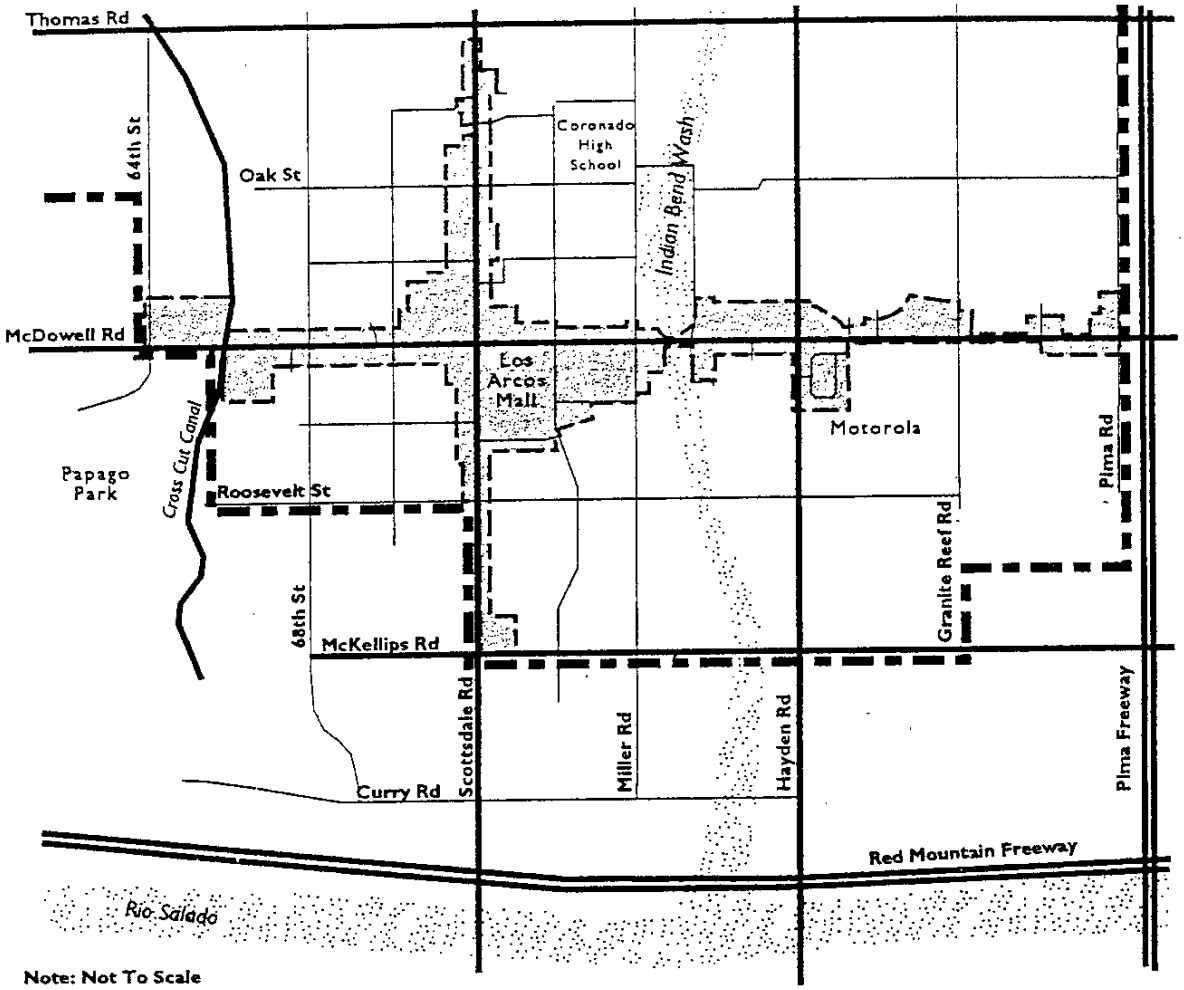
Los Arcos Redevelopment Project
Request for Proposals

I. Introduction

On December 18, 1995, the City Council of the City of Scottsdale (the "Council") adopted Resolution No. 4424 finding the existence of a slum area in the city of Scottsdale and declaring the necessity for redevelopment of the area (See Exhibit 1). Subsequently, on July 2, 1996, on the recommendation of the Redevelopment Board (the "Board"), the Council adopted Resolution No. 4568 approving the Los Arcos Redevelopment Plan. The Plan establishes the specific activities necessary to implement Resolution 4424.

The Arizona Slum Clearance and Redevelopment Law (Arizona Revised Statutes, "ARS," Section 36-1471 et seq.) authorizes cities in Arizona to designate areas of the community as redevelopment areas when certain conditions exist which are a menace to public health, safety, and welfare. Once an area has been so designated, the law allows cities to revitalize the selected areas by several means: providing public street and infrastructure improvements, acquiring and selling real property, developing programs to improve housing and economic conditions, and by entering into agreements with Redevelopers and property owners for the redevelopment of underutilized and deteriorated properties, subject to a competitive selection process.

This Request for Proposals ("RFP") has been prepared by the staff of the City of Scottsdale's Redevelopment and Urban Design Studio, on behalf of the Council and Board, pursuant to ARS Section 36-1480. The RFP is subject to the public advertising and notice requirements provided in ARS Section 36-1480 (C), and shall be distributed to all known interested parties. **All facts and opinions stated herein are based on available information and no representation or warranty is made with respect thereto. The City of Scottsdale has the sole authority to reject any and all proposals received in response to this Request for Proposals.**



NORTH

NOT TO SCALE

LOS ARCOS REDEVELOPMENT AREA

Exhibit #1
BASE MAP

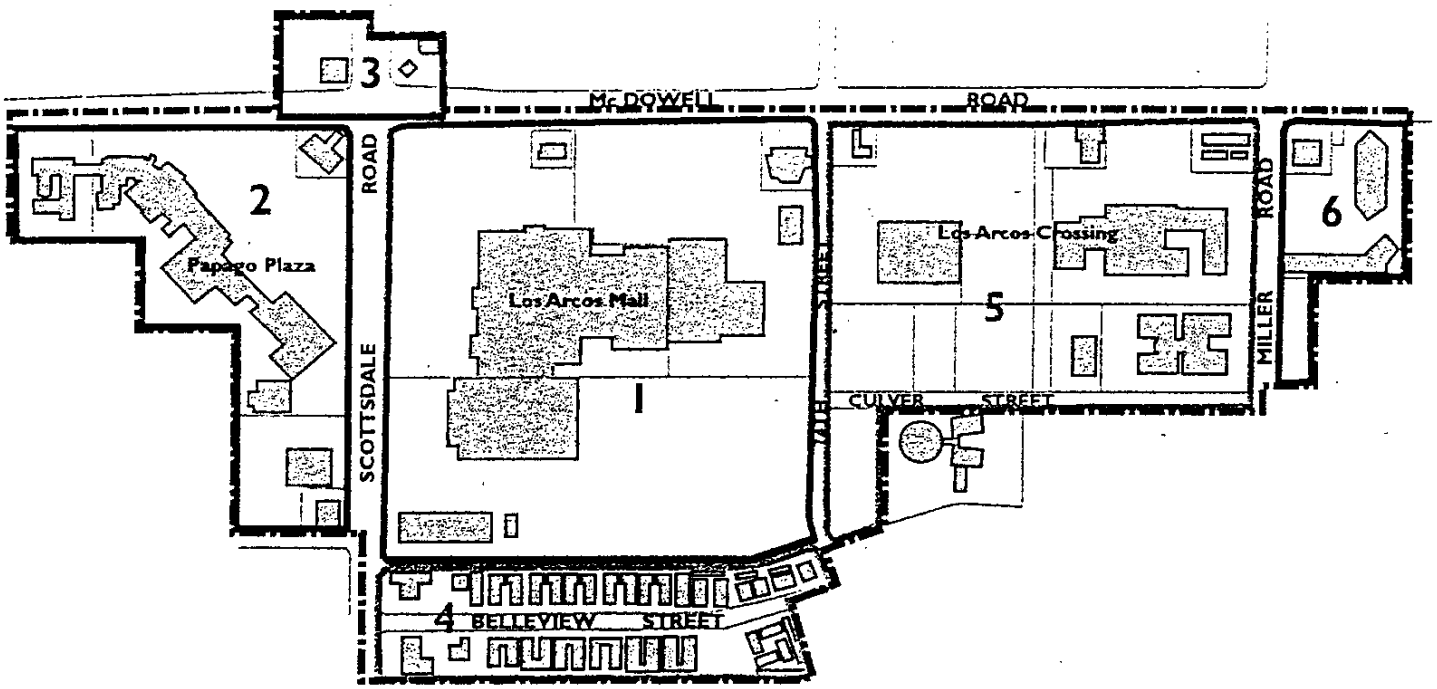
II. Purpose of the Request for Proposals

The City of Scottsdale (the "City") is seeking proposals from qualified development teams for the redevelopment of all or part of the Los Arcos Redevelopment Site (the "Project Site"), generally located on the southwest and southeast corners of the intersection of McDowell and Scottsdale Roads. (See Exhibit No. 2). The RFP provides the basis upon which the City may select a Redeveloper to design, develop, and operate a first class mixed-use project in the heart of one of Scottsdale's original neighborhoods.

The City reserves the right, at its sole and exclusive discretion, to select the one development entity (the "Redeveloper"), which the City believes has the financial capability and development experience to implement a successful redevelopment project to best meet the goals and objectives of the Los Arcos Redevelopment Plan and this RFP. The Redeveloper must also demonstrate the capability to proceed with design and development in a timely manner, consistent with a mutually determined Schedule of Performance.

The selected Redeveloper shall have the exclusive right to negotiate with the City for a period of 120 days, with the goal of developing a Redevelopment Agreement ("RA") to forward to the City Council for approval and adoption. The exclusive negotiating period shall automatically terminate after 120 days, unless it has been extended by the City and the Redeveloper.

Proposals will be accepted for all or significant portions of the Project Site. The ownership or control of all, or some, of the land impacted by a respondent's proposal may be a factor considered in the City's evaluation. The City reserves the right to accept or reject any and all proposals.



NORTH

NOT TO SCALE

LOS ARCOS REDEVELOPMENT AREA

Exhibit #2
PROJECT SITE

III. Background

Scottsdale in General

The City of Scottsdale has a population of over 175,000 residents, set within the Phoenix Metropolitan area which is home to over 2.5 million persons. Population growth in the metropolitan area is continuing. The ten years between 1980 and 1990, the latest period for which figures are available, saw a 4.7% increase in population in Scottsdale and a 4.1% increase in the metropolitan area.

Scottsdale, and the balance of the Phoenix metropolitan area, have an unemployment rate consistently below the national average (less than 3.0% and 4.5% respectively). After several years of modest economic growth, Scottsdale and the rest of the Phoenix metropolitan area are experiencing a steady economic recovery. Sectors experiencing some of the strongest activity, such as housing, the hospitality industry, and retail sales, are key components of Scottsdale's economic future (see Scottsdale Economic Trends Analysis, 1996).

Over 4.3 million visitors made their way to Scottsdale last year and 28,000 seasonal residents called the city their home for at least part of the year. Forecast for both population and visitor numbers indicate strong growth.

Los Arcos

The Los Arcos Area, which encompasses the mature neighborhoods in the southern portion of the city, transitioned from its agriculture roots to traditional residential neighborhoods in the 1960's. Supporting commercial uses developed along the major streets. In the late 1960's, Los Arcos Mall was developed as one of the first interior regional malls. In the last fifteen years, the western end of McDowell Road and portions of Scottsdale Road have developed into one of the Valley's largest assemblage of automobile dealerships, representing a significant tax and employment base for the city.

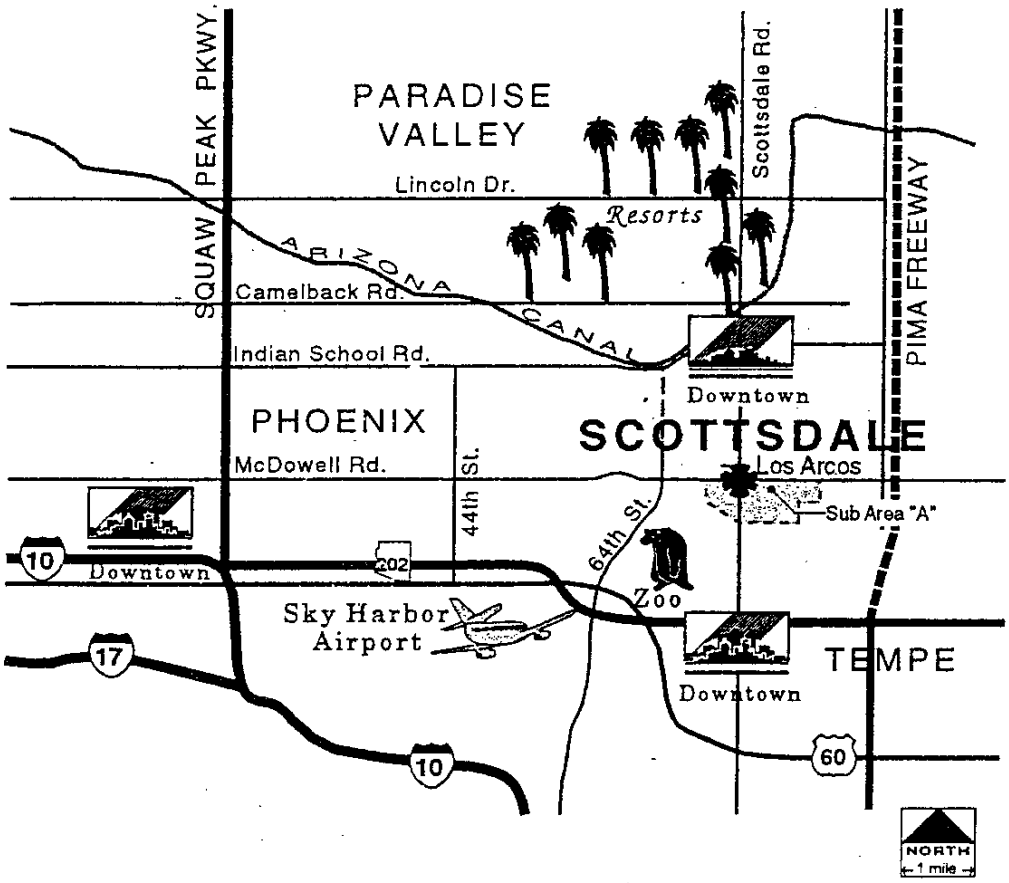
The Los Arcos Area started to show signs of deterioration during the 1980's. As Valley retail centers were renovated in the early 1990's, Los Arcos Mall began to lose tenants and customers to the newer and larger regional centers. Reinvestment in the smaller commercial properties was minimal; consequently, the structures were beginning to show their age. The neighborhoods in Los Arcos Area have always been strong and stable; yet, if the commercial properties continued to decline, the residential areas could be threatened. To counter the trends of commercial deterioration, on December 18, 1995, the City Council designated 465 acres of the commercial properties along Scottsdale and McDowell Roads as the Los Arcos Redevelopment Area (See Exhibit 1). Following a series of public hearings and based on the recommendation of the Redevelopment Board, on July 2, 1996, the City Council approved the Los Arcos Redevelopment Plan.

Today, the Los Arcos Area is home to over 49,000 residents, which is over 30% of the total Scottsdale population. The Area is well served by existing and planned transportation networks and is strategically located near the geographic center of the Phoenix Metropolitan area. The Los Arcos Area is within minutes of Sky Harbor International Airport (five miles) and is a neighbor to regional attractions such as the future Rio Salado, the Phoenix Zoo and the Desert Botanical Gardens. Recent construction of two regional freeways give the Los Arcos Area prime access to the east Valley and to central Phoenix. (See Exhibit 3 & 4)

Los Arcos - Project Site

The Project Site is the focal point of the Los Arcos Redevelopment Area, encompassing the three major retail centers at the southwest and southeast corners of Scottsdale and McDowell Roads: Papago Plaza, Los Arcos Mall and Los Arcos Crossing. Today, the three malls represent over 850,000 square feet of retail space on over 70 acres of land. The Project Site also extends east past Miller Road to the Indian Bend Wash to take advantage of future connections between the retail centers and the city's celebrated recreational amenity (See Exhibit 5).

The Project Site also encompasses additional properties adjacent to the retail centers. To the south of Los Arcos Mall is Belleview Street, with commercial properties at the Scottsdale Road intersection and low scale multi-family dwellings east to 74th Street. The Project Site further includes two properties to the south of Papago Plaza along Scottsdale Road and two small commercial parcels at the northwest and northeast corners of Scottsdale and McDowell Roads. To the south of Los Arcos Crossing are vacant parcels, a one story office complex and an old dry-cleaning building (currently being used by a charter school).



LOS ARCOS REDEVELOPMENT AREA

Exhibit #3

LOCAL CONTEXT MAP

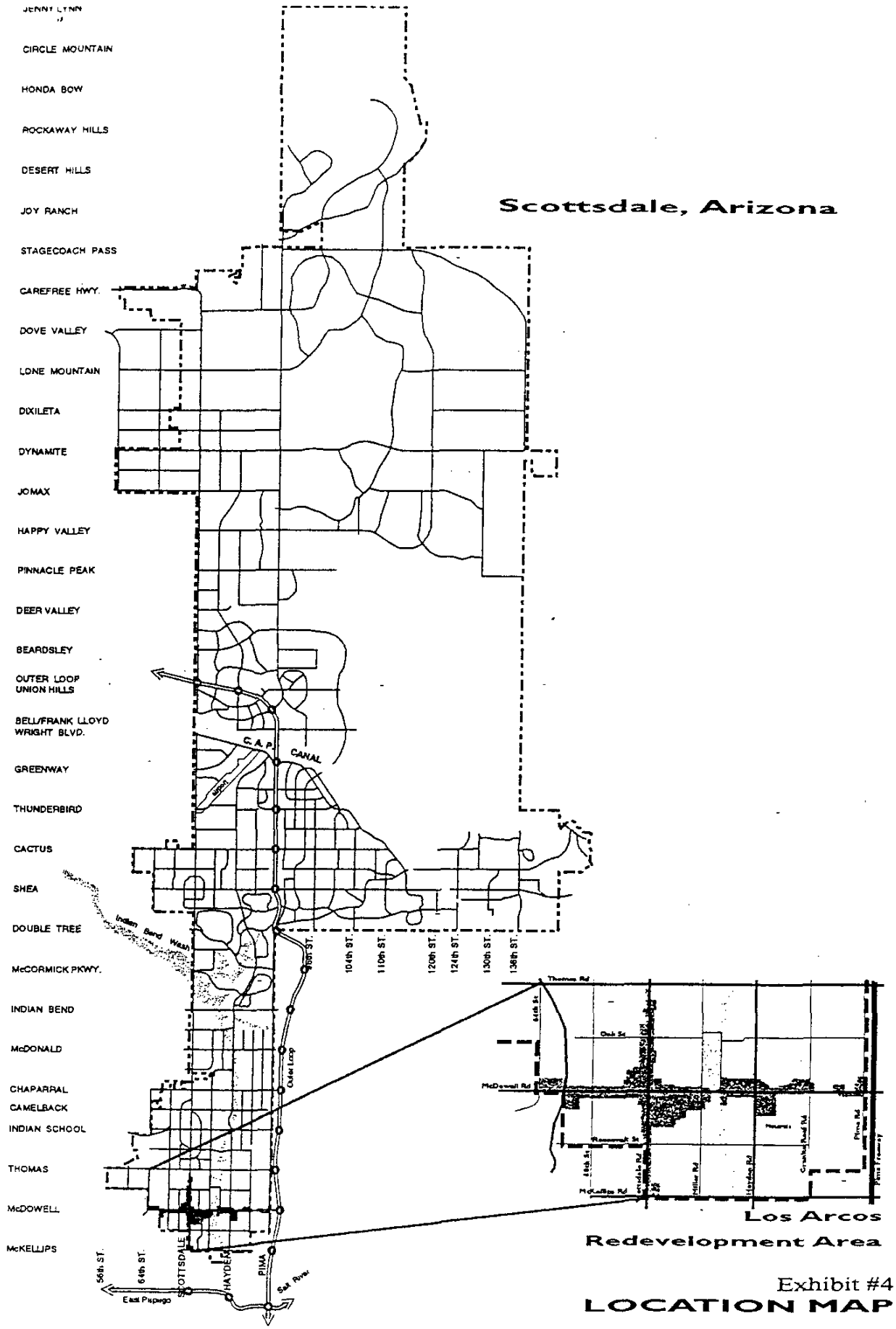


Exhibit #4
LOCATION MAP

IV. Project Site Description

Project Site Characteristics and Location

The Project Site includes six development sites, including the Primary Site and five additional sites. The additional sites may be developed in conjunction with the Primary Site or may be developed separately. (See Exhibit No. 2).

Site 1 - Primary Site: The Primary Site consists of several privately owned parcels located at the southeast corner of Scottsdale and McDowell Road parcels on a 38 acre site known as "Los Arcos Mall." The Mall includes an approximately 21.35 acre parcel occupied by a vacant department store and the interior mall stores. The Mall also includes an approximately 15.6 acre parcel on the south side of the Mall occupied by the Sears Department Store, an approximately .3 acre parcel along McDowell Road occupied by a branch of Norwest Bank and an approximately .7 acre parcel along McDowell Road occupied by a branch of Bank One. The City will consider proposals to realign or to abandon portions of 74th Street, as outlined in the Transportation and Access Section on page 14, assuming proper accommodations are made for the surrounding properties and adjacent residential neighborhoods.

Site 2: Site 2 is composed of three privately owned commercial parcels. At the southwest corner of Scottsdale and McDowell Road is an approximately 12 acre site occupied by the Papago Plaza shopping center. South of Papago Plaza is an approximately 2.2 acre commercial parcel. At the northwest corner of Belleview Street and Scottsdale Road is an approximately .4 acre site occupied by a retail use. Site 2 could be developed separately, but is envisioned to complement and supplement the development of the Primary Site.

Site 3: This Site anticipates the redevelopment of two privately held parcels as complementary gateways to the development of the Primary Site. The parcel on the northwest corner is an approximately .9 acre commercial site; the parcel on the northeast corner is an approximately .4 acre parcel.

Site 4: Site 4 is composed of numerous multi-family residential parcels along Belleview Street from Scottsdale Road to 74th Street and two commercial properties along Scottsdale Road. The combined approximate size of the parcels is 7.2 acres, not including the city's right-of-way. The City will consider proposals which utilize Belleview Street, with the possible abandonment of the right-of-way.

Site 5: Site 5 comprises several vacant and occupied commercial sites, all privately held. At the southeast corner of 74th Street and McDowell is the Los Arcos Crossing Shopping Center, approximately 11.8 acres in size. Along McDowell Road are three freestanding sites, all privately owned; the sites are approximately .36 acres, .56 acres and .7 acres in size. To the south of Los Arcos Crossing, on the north side of Culver Street, are four

vacant parcels with a combined acreage of approximately 3.7 acres. At the southeast corner of Culver Street and 74th Street is a vacant parcel of approximately 1.55 acres (utilized by the adjacent church for parking and access). On the eastern end of Culver Street are two parcels; an approximately 1 acre site leased to a charter school and a 2.9 acre site occupied by medical offices. Culver Street is a private street, approximately 1.1 acres in size. The city will consider proposals to incorporate Culver Street into the adjacent development, assuming proper accommodations are made to provide access to the Los Arcos United Methodist Church and the Hacienda de Los Arcos Apartments.

Site 6: Site 6 is composed of an approximately 3.5 acre site occupied by the Plaza Del Rio shopping center and an approximately .5 acre restaurant site at the southeast corner of the intersection of McDowell and Miller Road. Site 6 also includes an approximately .7 acre vacant site along Miller Road. The parcels are included in this RFP to achieve an enhanced pedestrian connection between the Primary Site and the Indian Bend Wash and to consider opportunities for improved orientation to the Wash with pedestrian and recreational uses.

General Plan and Existing Zoning

The 1994 Land Use Element of the General Plan designates the majority of the Project Site as Category 22, General Commercial. Office, commercial and hotel uses are all permissible within this designation. These uses are planned to support the surrounding neighborhoods as well as serving the broader region. The majority of the parcels along Belleview Street are designated as Residential, 12-22 d/ac, which accommodates multi-family development.

Zoning for the Project Site reflects the land use policies contained in the 1994 Land Use Element, with the majority of the properties zoned C-3 (Highway Commercial) and C-S (Shopping Center). In these Districts, a variety of commercial uses are permissible; however, the Districts were designed in the 1970's under different market and community needs. The District standards do not encourage mixed use development and are particularly limiting on residential and hospitality uses. The properties along Belleview Street are primarily zoned R-5, which allows for multi-family residential uses. While development proposals should respect the basic intent of the existing zoning ordinance, the City will consider proposals which require changes to the land use and development standards, subject to the standard zoning entitlement process. The City will also consider proposals which require the creation of a new zoning district tailored to meet the goals of the Los Arcos Redevelopment Plan.

Execution of a RA in no way obligates the City to approve any General Plan Revision, Zoning Ordinance Amendment, Zoning Change, Conditional Use Permit, or Variance for the development of the Project Site. Approval of land use entitlements is subject to a separate public review and entitlement process, and is within the legislative discretion of the City.

Transportation and Access

The Project Site is located at the intersection of Scottsdale and McDowell Roads, the city's busiest intersection with over 96,000 vehicles per day. The Project Site is also easily accessed by the Red Mountain Freeway (101) and the Pima Freeway (202). Secondary access is from 74th Street and Miller Road. The local streets have been built to the current city standards and no street widenings are planned in the near future; however, improvements to the intersections may be necessary to enhance public safety and pedestrian paths. Consideration may be given to a new loop street located on the south and east sides of Los Arcos Mall connecting Scottsdale Road to McDowell Road. One potential option is to connect Scottsdale Road to 74th Street along the south side of the Primary Site. Currently 74th Street experiences a significant amount of cut-through traffic from McDowell Road south to Curry Road, disrupting the residential neighborhood. Alternatives should be explored to solve this issue, while still allowing neighborhood access to the commercial properties.

The Circulation Element of the General Plan identifies a Transit Facility in the vicinity of the Scottsdale and McDowell Road intersection. The Los Arcos Transit Facility is envisioned as a pedestrian-friendly urban space designed for easy access to bus/bicycle routes and shuttle services, with strong pedestrian connections to the commercial centers and the adjacent neighborhoods. The facility would offer amenities such as drinking fountains, shaded waiting areas, benches, information kiosks and public art in an "urban park-like" setting.

Utilities and Services

The Project Site is served by, or is immediately adjacent to, all major utilities including electricity, natural gas, water, sewer, telephone, and cable television. Development of the Project Site will require the preparation of a Water Needs Report to assess the impact of any proposed project on the water and sewer system. Each respondent should investigate utility services in detail.

Nothing herein shall constitute a representation or warranty by the City of Scottsdale that the location, size, or capacity of any utility is adequate to serve any particular development proposal.

V. Redevelopment Strategy and Objectives

As stated in Los Arcos Redevelopment Plan, the City is committed to continued investment in and redevelopment of the Los Arcos Redevelopment Area and has proposed a comprehensive and cooperative approach to achieve the stated objectives of the Plan. To succeed, the effort requires the City to work cooperatively with residents, community groups, businesses and property owners, and the real estate development industry. Implementation of the Plan will be strengthened by bringing together the diverse resources of the community.

The Los Arcos Redevelopment Plan has four broad-based goals which serve to provide an overall direction for the City's redevelopment effort.

- Enhance the overall appearance of the Los Arcos Redevelopment Area;
- Market the Los Arcos Redevelopment Area to the local community and to visitors;
- Redevelop Los Arcos Mall into the heart of the community;
- Improve the physical and social relationships between the commercial properties and the residential neighborhoods.

The Los Arcos Redevelopment Plan outlines several specific objectives designed to achieve these broad-based goals emphasizing five themes: Economic Stability, Land Use, Quality of Environment, Circulation and Design Character. Selected objectives embodied in the Plan which are applicable to the Project Site include:

- Insure economic vitality with a diversity of uses, such as hotels, restaurants, cultural, entertainment and recreation, to attract visitors and to serve the community;
- Enhance community spirit and civic pride by making the Los Arcos Area more viable and inviting;
- Capitalize on the location of the Area with its proximity to ASU, Papago Park, Indian Bend Wash and Sky Harbor International Airport;
- Create a pedestrian-friendly environment which minimizes conflicts with the automobile through the development of linkages which tie neighborhoods and points of interest/interaction together and are enhanced with landscaping and security lighting (See Exhibit 5);
- Preserve and enhance open space for the benefit of outdoor recreation, public health, aesthetic and community gathering in order to maintain a high level of safety and positive interaction within the community;

- Recognize both the negative and positive impacts of transportation changes on the surrounding commercial properties;

- Encourage larger buffers for properties redeveloped with increased density and/or building height;

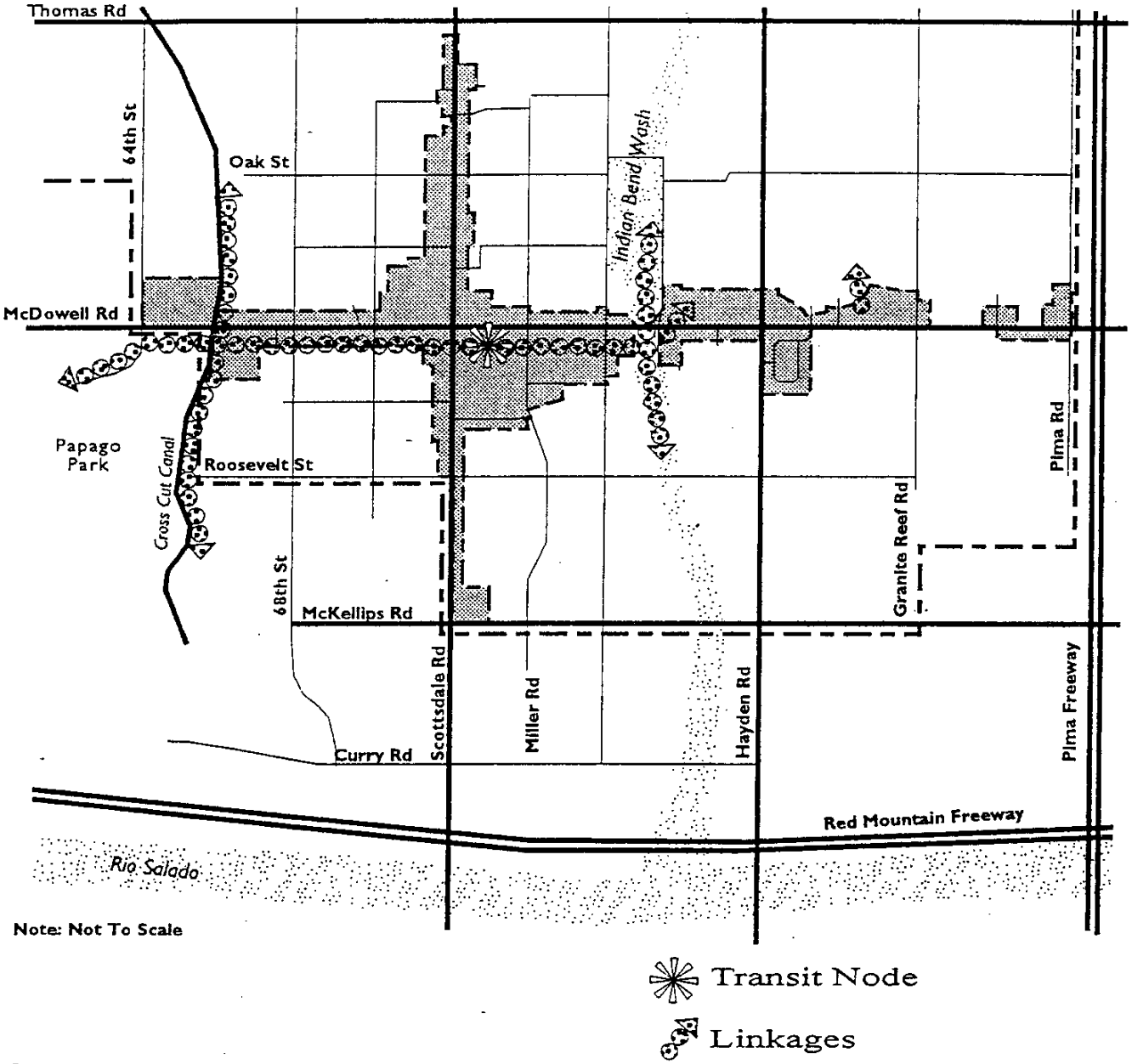
- Encourage the development of an intermodal transportation system which includes transit, pedestrians, bicycles and other non-auto related means of transportation;

- Develop a transit node to serve a variety of transportation modes, such as trolleys and buses;

- Expose the public to a wide range of public art experiences of the highest quality. Introduce utilitarian art into public spaces and along the streetscapes;

- Create a recognizable and unified sense of place that ties the area into its regional context while providing community identity; and

- Provide a unified streetscape with landscaping, pavement treatment, street furniture, area identifiers and street lights. Encourage the private developer to use the designated street plan palette and color theme.



LOS ARCOS REDEVELOPMENT AREA

Exhibit #5
LINKAGE MAP

VI. Project Vision

The Project Site is envisioned as the focal point for the Los Arcos Redevelopment Area, providing the community with a diversity of services, entertainment, retail opportunities and public spaces. The City will strongly encourage concepts which provide for pedestrian and community gathering spaces. The Project Site can be further enhanced with significant linkages to the Indian Bend Wash to capitalize on this unique recreational amenity. Opportunities also exist for transit oriented development, with a city transit facility planned for the Project Site.

Scottsdale's public art program is effectively managed by the Scottsdale Cultural Council. The City is currently working with the Cultural Council on the integration of public art into the public streetscape along Scottsdale and McDowell Roads within the Los Arcos Redevelopment Area. The program could be expanded onto the Project Site, with the Redeveloper working closely with the City and the Cultural Council on continuing the art theme.

With its prime access to regional freeways and major attractions, a rejuvenated Area can also serve the region with hospitality, employment and retail uses. A development with long-term viability is the key to realizing the full potential of the Los Arcos Redevelopment Area.

Site 1 - Primary Site

The City's vision for the development of the Primary Site is to create a diverse mixed use center, providing the community with a sense of identity and revitalizing this important intersection into the heart of the community. The Primary Site serves as the gateway into the city, visible from the Papago Buttes to the west and welcoming the visitor from the south. The project will be composed of complementary uses to serve the community and to attract visitors with an emphasis on pedestrian ways linking public spaces. The retail components of the development will provide the area residents with needed services and new commercial experiences. The development could also serve the region with new and unique retail destinations. Complementing the retail would be office, hospitality, recreational and cultural uses. Proposals should also consider the accommodation of community facilities and services.

The Primary Site will be served by Scottsdale and McDowell Roads, with a possible loop road on the south side providing access to the southern portion of the site. Parking should be accommodated in a combination of on-grade lots and structured parking. The City will consider proposals to provide additional parking for the public to serve the transit center and adjacent uses.

The development of the Primary Site must take into consideration the residential neighborhood to the south, being sensitive to the building massing and development intensities along the Site edges.

Expected community amenities are public gathering spaces and pedestrian linkages to the Indian Bend Wash and to the adjacent neighborhoods. The pedestrian paths will link together the Wash

with Papago Park, passing through the public spaces enhanced with comfortable seating, lush landscaping and public art.

Site 2

The concept for Site 2 is to supplement the development on the Primary Site with complementary uses. The development of Site 2 should also address the residential neighborhood to the south and provide appropriate buffers. While the site currently is accessed from Scottsdale Road by a signalized mid-block intersection, the on-site circulation is inefficient and circuitous. Opportunities exist to incorporate the commercial sites along Scottsdale Road into the existing shopping center, providing a more cohesive center with significant Scottsdale Road frontage .

Site 3

The Site 3 parcels are envisioned as opportunities as complementary gateways flanking the Primary Site and elevating its importance architecturally. This could be accomplished by modifying the existing structures, supplementing the parcels with gateway features or by providing new uses which augment the Primary Site development.

Site 4

The properties within Site 4 are anticipated to provide complementary uses to the Primary Site and to transition from the low scale residential neighborhood to the south to the intensified new development on the Primary Site. Uses such as multi-family residential, garden office and hotels will support the retail components of the Primary Site. Consideration must be given to buffers on the southern edge of Site 4 to minimize impacts on the existing single family residences.

Site 5

The properties in Site 5 are included to provide opportunities for assemblage of individual parcels to accommodate new development. The uses anticipated would augment those on the Primary Site, continuing the mixture of businesses, services and retail opportunities. The development of Site 5 must accommodate a pedestrian connection between the Indian Bend Wash and the Primary Site and connections to the adjacent residential neighborhoods (See Exhibit 5). Proposals must also address parking and access for the Los Arcos United Methodist Church.

Site 6

Site 6 is included in this RFP to complete the important link between the Primary Site and the Indian Bend Wash. Opportunities also exist for the commercial center to be reoriented with a greater emphasis on the Wash and to continue development to the south along Miller Road. The retail type of uses should continue, but could be strengthened to take advantage of the pedestrian and recreational activities in the Wash.

While the Project Site has been divided into the Primary Site and five additional sites with suggested uses as noted above, the City is looking for creative interpretations of land uses which meet the objectives of the Los Arcos Redevelopment Plan and which may overlap the specific boundaries of each Site.

VII. Potential for City Participation

The City of Scottsdale is committed to the redevelopment of the Los Arcos Area. The City will be an active participant in the successful implementation of the Redevelopment Plan and in the development of the Project Site. The resources of the City, such as the use of eminent domain, other regulatory mechanisms, an expedited development approval process, the waiver of development application fees, and provision of infrastructure and on-site and off-site improvements, are all potential tools to achieve a successful project. While these tools can contribute to a successful project, the City's willingness to participate will be contingent on the quality of the proposed development and the extent to which the community's goals for the project and the area can be met.

The use of eminent domain to acquire property for any proposed development is completely at the discretion of the City Council. Nothing herein shall imply or warrant, under any circumstances, a commitment on the part of the City of Scottsdale to acquire any real property within the boundaries of the Project Site.

VIII. Proposal Selection Criteria

Respondents to the RFP should, at a minimum, address each of the following selection criteria described below. Emphasis should be given to describing the experience and qualifications of the development team, any property ownership or site control within or adjacent to the Project Site, the financial capability of the developer and the development concept for the Project Site.

Developer Experience

- Description of recently completed and current projects undertaken by the developer, with a clear identification of the role that the developer served in each project.
- Indication of the experience of the developer in completing similar mixed-use development projects.
- Experience and history in developing joint public/private projects and redevelopment projects.
- Clear lines of responsibility within the developer organization that can be relied on to be effective and responsive.
- Experience in managing and operating complex urban mixed-use and residential development projects.

- Qualifications and experience of key individuals comprising the developer and the development team, and other entities associated with the developer such as financing sources and contractors.

Financial Capacity of Developer and Strength of Project

- Ability to demonstrate access to adequate capital for pre-development, development and operation and management of the project.

- Strength, current relationship and standing with financing sources.

- Anticipated economic performance of the project using such indicators as total capital investment, return on investment, tenant mix, potential tenants, tenant participation, rent structure and cost basis.

Project Design & Development Team

- Experience of the project design team, including architect, landscape architect, civil engineer, parking consultants and others required of the project. Also, a description of recent project experience, and the role each member had in the completion of the projects.

- A description of the proposed working relationship of the team members and what experience, if any, they have had working together in the past.

- Description of other financial, marketing or similar consultants or other entities, if determined, which will be assisting the developer with the implementation of the project.

Project Design and Development Concept

- The overall composition and description of the project, including an indication of the scale and size of the project and its separate components. Specifically identify which portions of the Project Site are included in the proposal.

- A **Preliminary** Concept Plan of the proposal identifying generalized land uses; a description of the various building features and massing, including some generalized elevations; and a description of the architectural character of the project. Preliminary drawings and similar graphic material are appropriate.

- Sensitivity of the proposed project in relation to surrounding building scale and land uses. Lower floors of buildings should be scaled for human comfort. Consideration should be given to the different urban characteristics of the various edges of the project.

- The architectural image of the project, with a recognition of the high standards that have been established in Scottsdale.

- The degree to which the project creates a dynamic environment, encourages pedestrian activity, and provides a link to surrounding residential neighborhoods and commercial properties.

- Creativity of the project design and arrangement of land uses to effectively establish an urban destination which enhances the larger community.

- The provision of public open space providing opportunities for outdoor public art and other amenities that contribute to, and connect with, the surrounding residential neighborhoods, the adjacent commercial properties and the Indian Bend Wash.

- Integration of, and relationship to, the future Los Arcos Transit Facility.

- Location and design of parking facilities to maximize the potential of the Site and minimize automobile interference with pedestrian experiences. The provision of structured parking and opportunities for shared parking among the various uses and properties.

- Implementation of the Los Arcos Redevelopment Plan Goals and Objectives.

Community Benefits and Special Considerations

- Potential for revenue producing uses, and an estimate of the potential tax revenue to be generated by the project.

- Potential for job creation.

- Other indirect community benefits of the project.

- How the project will accommodate the parking and access needs of the Los Arcos United Methodist Church.

- How the project addresses the need, opportunity and supply for public parking in the area.

Development Schedule and Project Phasing

- Outline a schedule of events for the proposed redevelopment process, including but not limited to, landmark dates for start and completion of any and all development phases of the project.

- Identify preliminary scheduling for key City-related issues such as infrastructure and street improvements, proposed street abandonment and any potential parking modifications.

Owner Participation

- Identify any property within the Project Site that may be under the control of the developer or any of the development team. The amount of land under the control of the developer may be a factor in selecting the successful proposal.

- Include documentation to demonstrate the commitment of property owners within the Project Site to participate in the redevelopment of the area, or cooperate with the development program.

City Participation

- Provide a detailed and inclusive description of any anticipated participation on the part of the City in the implementation of the project including, but not limited to, any zoning and regulatory changes necessary for the project, on-site and off-site improvements expected of the City, and the construction of public facilities or parking structures.

- Describe any properties that need to be acquired by the City for the redevelopment project, pursuant to ARS, Section 36-1480. The Redeveloper shall make every effort to acquire private property within the Project Site without the assistance of the City.

IX. Redevelopment Agreement

As noted above, the City's ultimate objective is to enter into Redevelopment Agreement ("RA"), or other form of agreement addressing ownership of the property and governing the redevelopment of the Project Site. The RA will contain a specific Scope of Development and Schedule of Performance for the redevelopment of the Project Site. The Redeveloper will have exclusive negotiation rights with the City for a period of 120 days, during which time the details and parameters of the RA will be negotiated and defined. This period will be the Redeveloper's opportunity to work closely with the City to develop master plans and resolve other specific issues related to the redevelopment of the Project Site. It is not the City's intent to enter into a

"conceptual" agreement that describes the redevelopment only in general terms. Rather, the City intends that the RA when executed, will specifically describe how the area is to be redeveloped, and the roles and responsibilities of each party to the agreement. The City reserves the right, at any time before the RA is signed, to end the negotiation process and, if it so chooses, to negotiate with the next most qualified developer. The City also reserves the right to negotiate simultaneously with more than one Redeveloper if RFP responses apply to different portions of the Project Site. The City further reserves the right to reject all proposals received.

In addition to the Scope of Development and Schedule of Performance, mandatory provisions of the RA will include, but are not limited to:

- Indemnification of the City against actions and costs arising from the performance of the agreement;
- Continued non-assignable full-term obligation of the Redeveloper to the City for performance of the redevelopment program in conformity with the RA; and
- Specific objective performance criteria requiring certain elements of the project to be completed on a specific time schedule.

X. Form of Proposal and Submittal

Each respondent is required to submit thirteen original copies, and one reproducible copy, of the proposal. The submittal must include a summary of the basic site details, such as site area, building square footages, floor area ratios, building heights and required and provided parking. Presentation size drawings are not required; however the City may request such drawings for presentations to the Board. **Proposals are due to the City of Scottsdale on or before 4:00 PM, Monday, August 25, 1997.**

Proposals are to be addressed to:

City of Scottsdale
Redevelopment & Urban Design Studio
7440 East First Avenue, Suite 200
Scottsdale, Arizona 85251

Attn.: Gary S. Roe, Administrator

XI. Method of Selection

The City will select the Redeveloper(s) demonstrating the best qualifications for implementing this redevelopment project. Staff's review and analysis will be forwarded to the

Board for authorization to initiate the negotiation process. The Board will select the Redeveloper(s) which demonstrates the best qualifications for implementing this redevelopment project and the objectives contained in the Los Arcos Redevelopment Plan. Proposals will be specifically evaluated on the basis of criteria outlined in Section VII above.

The City reserves the right at any time before execution of the RA to end the negotiation process and withdraw the RFP, or, if it so chooses, to negotiate with the next most qualified Redeveloper(s). The City further reserves the right to request additional information and to interview any or all respondents independently prior to selection. **The City has the sole authority to reject any or all submittals and to discuss individual proposals with more than one developer/respondent simultaneously.**

XII. Proposal/Agreement Timeline

(TENTATIVE)

Issue RFP	**July 18, 1997**
Publish Legal Notice	**July 24 & 31, 1997**
Proposals Due	**August 25, 1997, 4:00 PM**
Redevelopment Board Review & Action	**October**
120 Day Negotiation Period	**November - March**
Review & Action on RA	**March - July**

For any additional information about this Request for Proposals, telephone Connie Padian, Senior Redevelopment Planner, at (602) 994-2664.

Gary S. Roe
Redevelopment Administrator
Redevelopment & Urban Design Studio
City of Scottsdale

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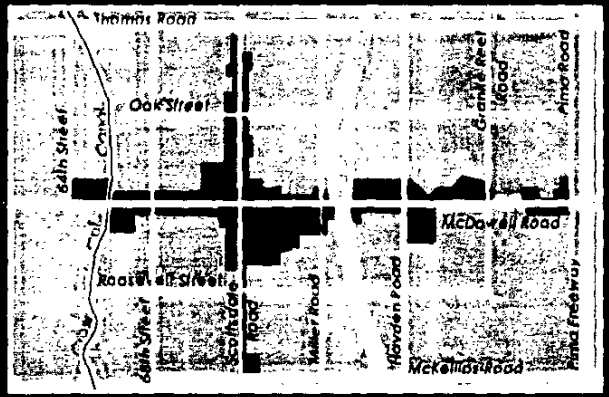

Los Arcos Development Options

CITY OF SCOTTSDALE

October 23, 2001

U.S. Bancorp Piper Jaffray

Los Arcos Development Options

City of Scottsdale

City Council :

Mary Manross, Mayor
Cynthia Lukas
Ned O'Hearn
David Ortega
Robert Pettycrew
Tom Silverman
George Zraket

U.S. Bancorp Piper Jaffray

Los Arcos Development Options

Introduction

Consultant Team

Thomas E. Stanberry, U.S. Bancorp Piper Jaffray
Michael L. Medici, SmithGroup
Charles H. Crain, SmithGroup
Debra L. Mitchell, SmithGroup
Kathrin S. Moore, SmithGroup
Jorge R. Burbano, SmithGroup

Los Arcos Development Options

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- Observations 27

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Los Arcos Development Options

Process

- *Stakeholder Interviews*
- *Charrettes*
- *Development Options*
- *Comparables*
- *Evaluation*

Internal Consensus Building Phase | Public Phase

Project Initiation & Discovery	Alternatives	Alt. Reviews	Alternative Refinement
kick off meeting	charrette #1	financial	charrette #2
key stake holder interviews	macro view	key stake holders	refine products land use plans comps evaluation
visual listening	micro view		
30 days	30 days	[illegible] days	30 days

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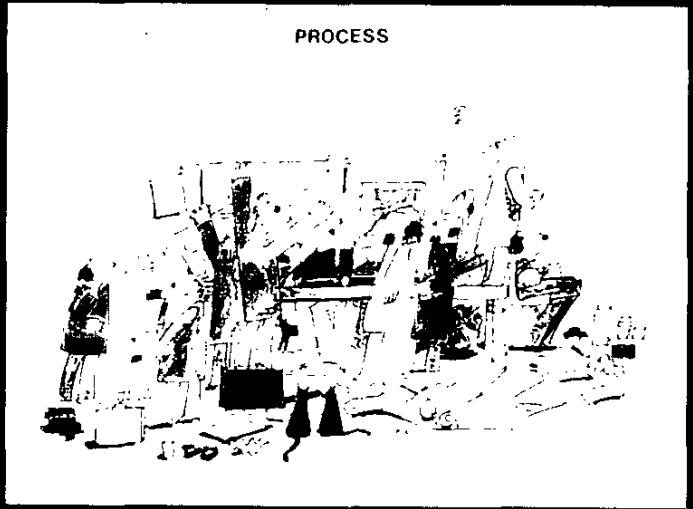
Los Arcos Development Options

1. *Team interviewed more than 20 Stakeholder, including:*
   - *Neighborhood Representatives*
   - *Local Businesses*
   - *Property Owners*
   - *Civic & Business Organizations*
   - *School Leaders*

2. *Team reviewed Development Initiatives by Use:*
   - *Entertainment Venues*
   - *Sport Venues*
   - *Educational Campus*
   - *Property Owner's Proposals*
   - *Museum Complex*
   - *Varied Mixed-use Options*



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Los Arcos Development Options

Process - *Stakeholder Interviews*

1. *Current View*
   - *Has No Image*
   - *Perceived Neglect*
   - *Strong, Stable and Affordable Area*
   - *Good Age, Cultural and Economic Diversity*
   - *Good Access to Transportation*
   - *Handle on Crime*

2. *Desired Elements*
   - *Need Business / Traffic Generator*
   - *Common Ground for Everyone*
   - *Higher Density Residential*
   - *No Higher Density Residential*
   - *Community Facilities*
   - *Restaurants / Movie Theater / Home Improvement Center*
   - *Open Space*

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Los Arcos Development Options

Process - *Stakeholder Interviews*

3. *Opportunities*
   - *72.0 Contiguous Acres*
   - *"Nothing else like it"*

4. *Big Ideas*
   - *Provide for Community Needs First, Regional Needs Second*
   - *Reinforce Neighborhood Through Scale, Massing, Connectivity*
   - *Punctuation at Intersection*
   - *Consolidate Commercial Activities*
   - *Provide Hierarchy of Internal Circulation*
   - *Respect Landmarks: Papago Plaza, Church*
   - *Development Benefits Must Be Returned to Scottsdale*

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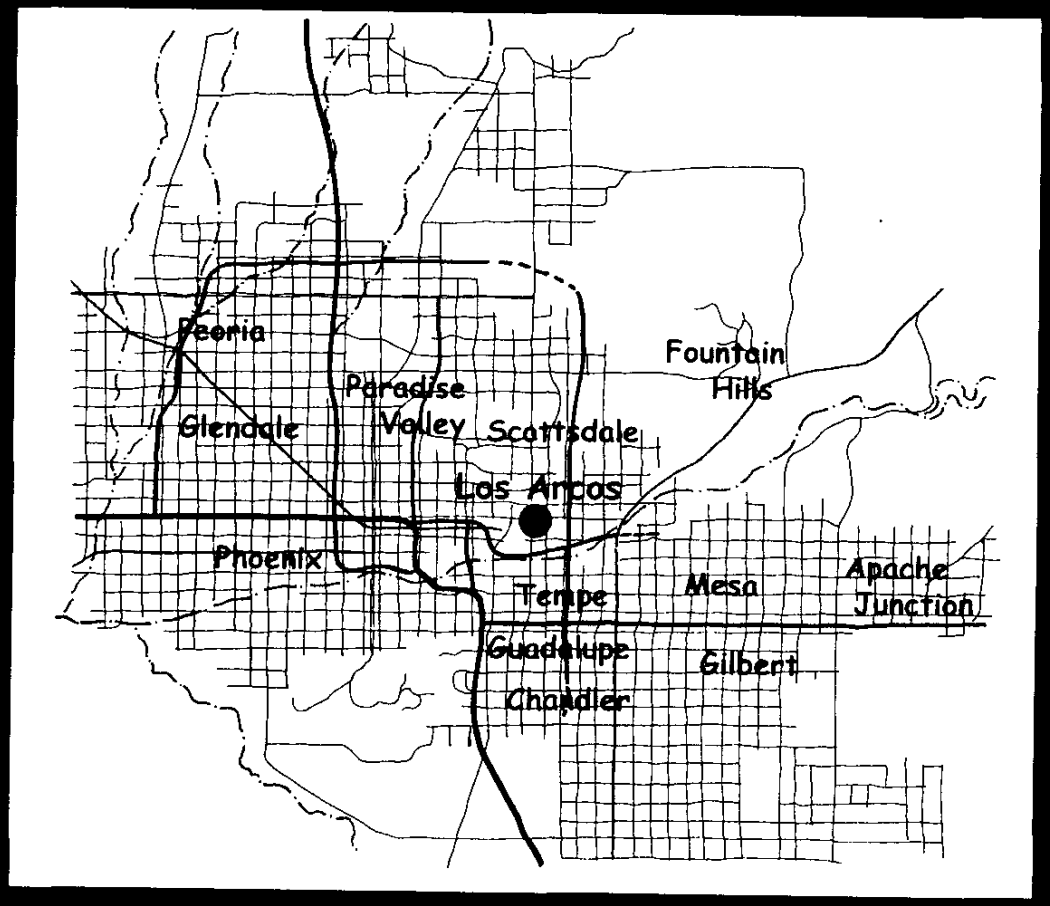
Los Arcos Development Options

- *History*
- *Demographics*
- *Trends*
- *Market Catchment Area*
- *Regional Influences*
- *Commercial Potential*
- *Current Market Situation*



Valley of the Sun

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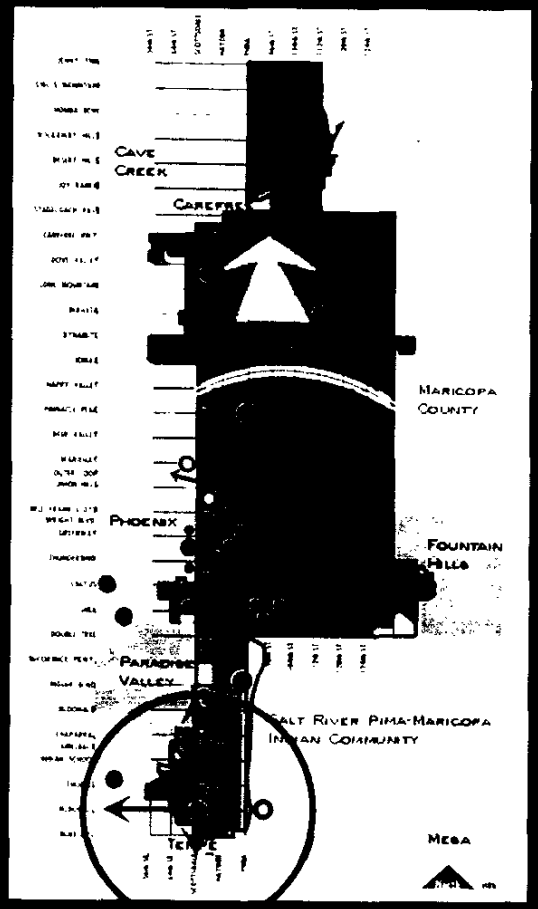
Los Arcos Development Options

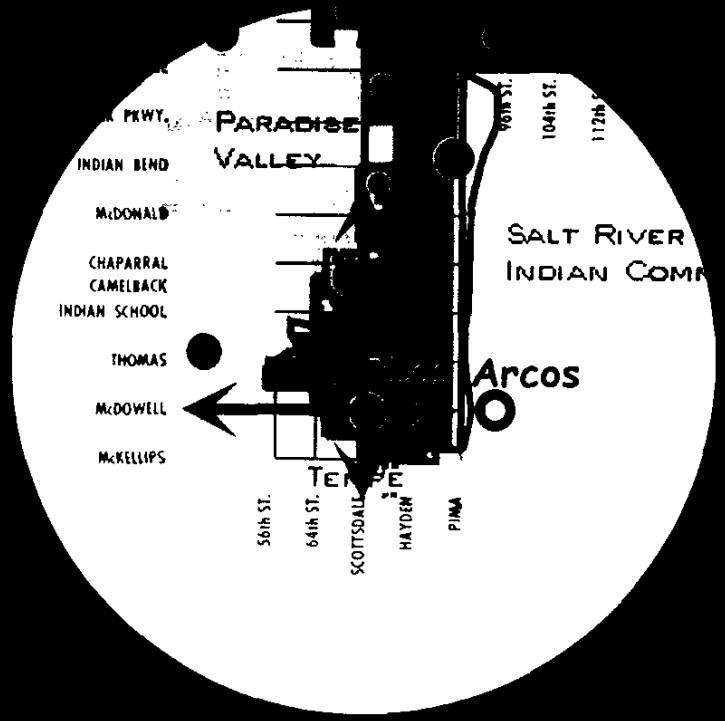
Process - *Macro View*

- *Market Catchment*
- *Immediate Regional Influences*
- *Housing Profiles*
- *Commercial Potential*
- *Strong Regional Location*
- *Recognized Intersection Address*
- *Two Miles From Major Freeways*
- *Stable Area*
- *Perceived Image*
- *South Gateway to the City of Scottsdale*
- *Community Scale, Density, Age, Quality of Life*

- *Regional Retail Competition*
- *Undeveloped Indian Community Lands*



City of Scottsdale



Los Arcos Vicinity

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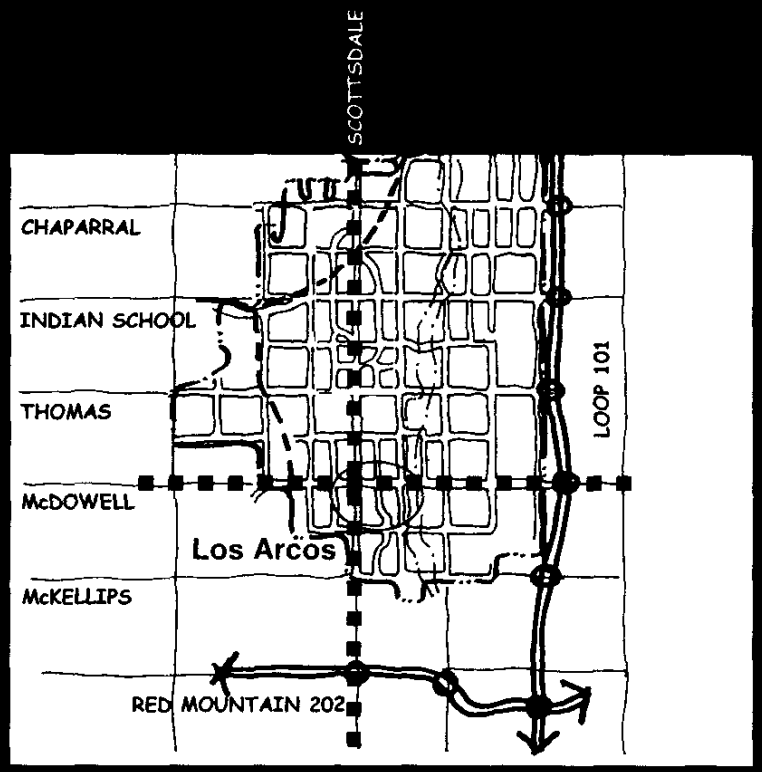
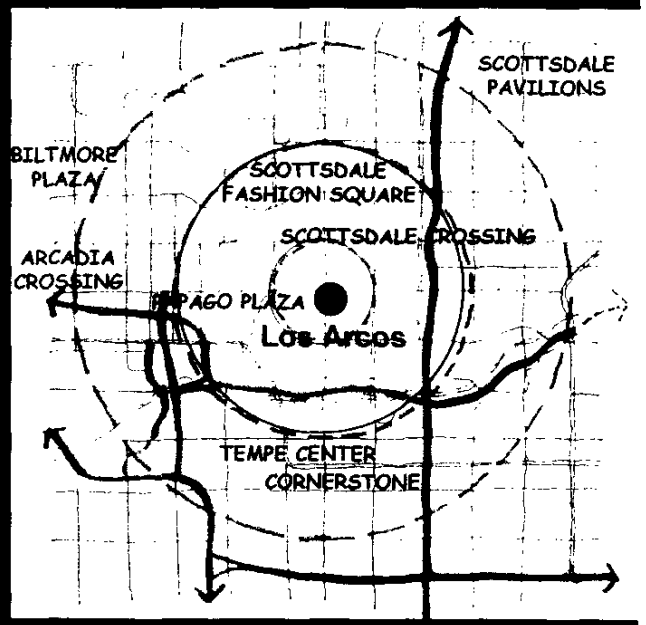
Los Arcos Development Options

Process - *Macro View*

- *One of the Busiest Intersections in Arizona*
- *Easy Access to Freeways*
- *Population of 60,600*
- *Median Income of $ 38,400*
- *Retail Expenditures of $ 886,000,000*
- *Homes built in 1960's*
- *Long-time and First-time Homeowners*
- *Median Home Value of $ 105,340*
- *3,100 Businesses Employing 40,480 People*
- *Competing Developments*
- *10 Neighborhood - and Community Centers with More Than 50,000 sf*



Transportation Corridors



Immediate Regional Influences

* All Data YR 2000

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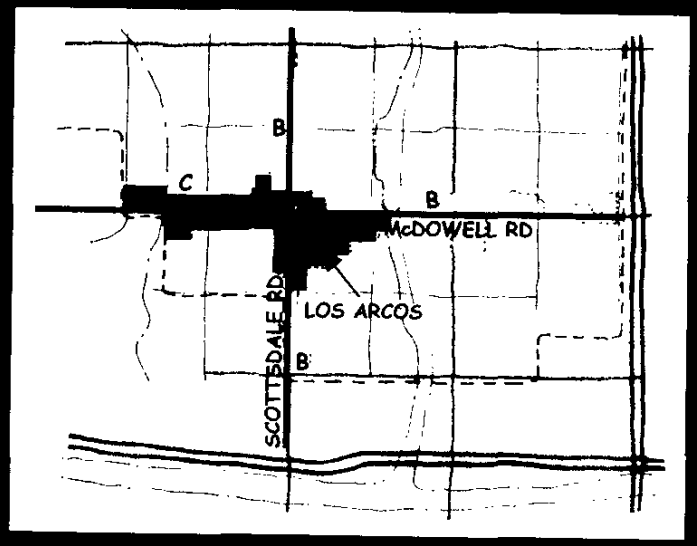
Los Arcos Development Options

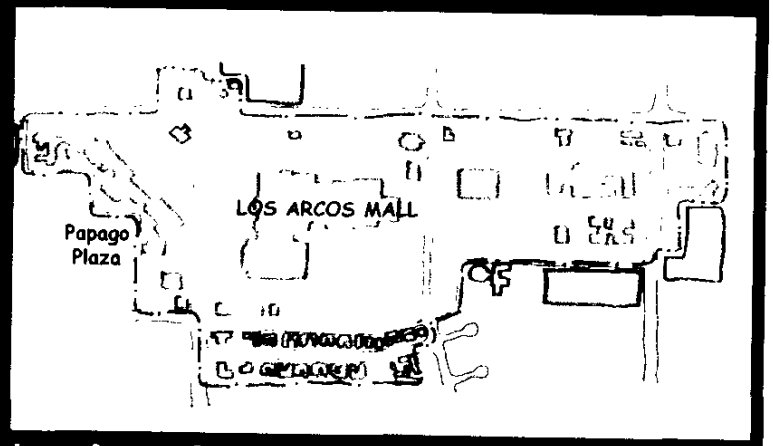
Process - *Existing Conditions*

- *1995 - Los Arcos Redevelopment District Established*
- *1996 - Los Arcos Redevelopment Plan Approved*
- *1997 - The Ellman Companies Selected for Redevelopment of Los Arcos*
- *1998 - Los Arcos Multi-Purpose Facilities District (Stadium District) Established*
- *2001 The Ellman Companies Purchases Phoenix Coyotes; Coyotes Announce New Location In Glendale; Los Arcos Mall Razed*



Los Arcos Redevelopment Area

A - Retail Centers
B - Commercial
C - Automobile Dealers



Los Arcos Multi-Purpose District

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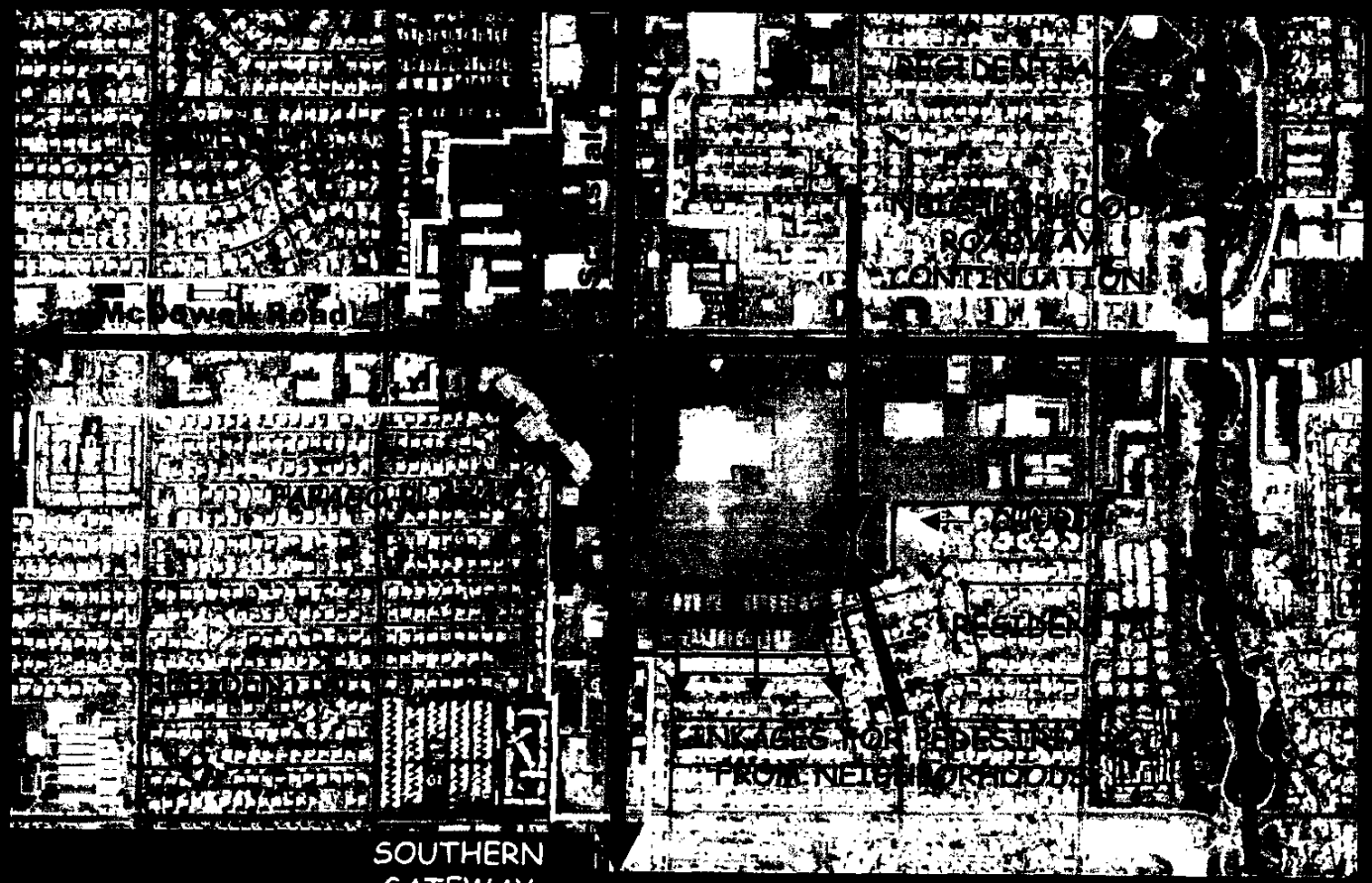
Los Arcos Development Options

Process - *Site Framework*

- *Hotel* -
- *Convention Center / Hotel* -
- *Office* -
- *Cultural / Civic* +
- *Education* -
- *Entertainment* +
- *Retail*
  - *Regional* -
  - *4-Mile Radius* -
  - *2-Mile Radius* +
  - *Big Box* +
- *MF Residential* +



SOUTHERN GATEWAY TO SCOTTSDALE

Los Arcos Multi-Purpose District

N

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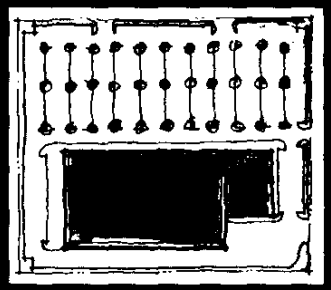
Los Arcos Development Options

Components

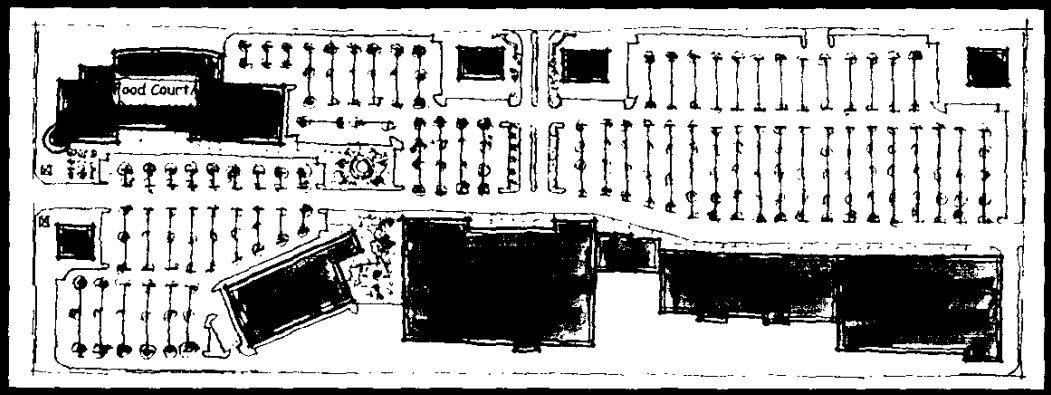
- *10.8 Acres*
- *Home Depot 102K*
- *Garden Center 21K*

Total Area 123K
Parking 690 cars @ 5/1000



- *54.7 Acres*
- *Wal-Mart 150K*
- *Home Depot 100K*
- *Other Retail 133K*
- *Food Court 30K*
- *Pads 20K*

Total Area 433K
Parking 2299 cars @ 5/1000



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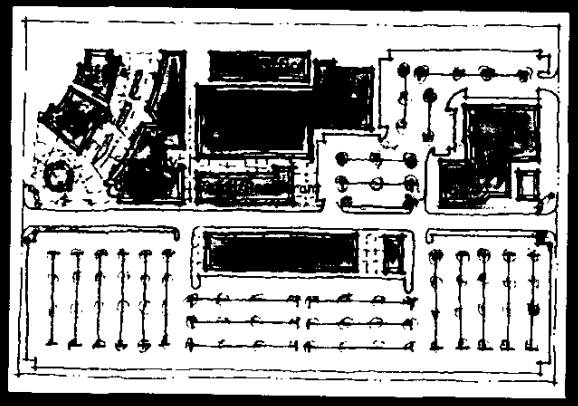
Los Arcos Development Options

Components

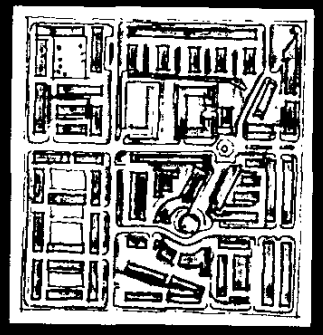
- *28.5 Acres*
- *Giant Food 76K*
- *Pharmacy 72K*
- *Office 90K*
- *Retail 52K*

Total Area 290K
Parking 1450 cars @ 5/1000



- *392 Total Dwelling Units @35 Units / Acre*

Parking 706 cars @ 1.8 Cars / Unit
Parking Under Platform



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Los Arcos Development Options

- *Community Services*
- *Educational*
- *Entertainment*
- *Hospitality*
- *Mixed-Use*

- *Office*
- *Open Space / Park*
- *Outdoor Events*

- *Restaurants*

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Los Arcos Development Options

- *Large Anchor Stores*
- *Department Store*
- *Discount Stores*
  - *Food, Pet, Electronics, Office Supplies, Home, Sports/ Outdoors*
- *Home Improvement Store*
- *Outlets*
- *Large Supermarkets*
- *Restaurants/ Fast Food*
- *Movie Theaters*

- *Ease of Access*
- *Multiple Uses*
- *Large Scale*
- *Local & Regional Draw*
- *High Traffic Volumes*
- *Large Surface Parking Areas*
- *Not Pedestrian Friendly*
- *Difficult Community Connectivity*
- *Short Life Cycle*

Los Arcos Development Options

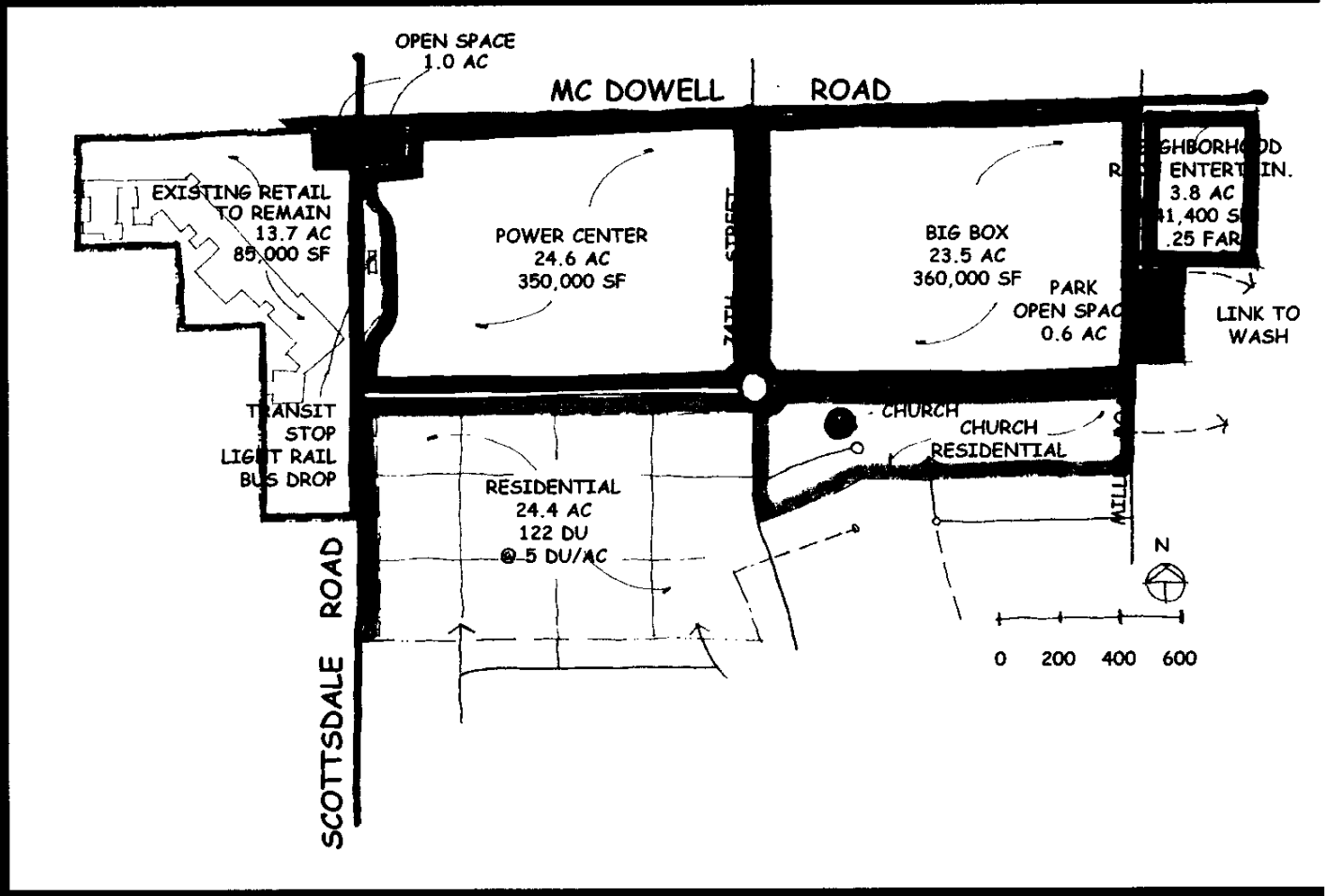
Option A – Big Box

- *Home Improvement Center*
- *Garden Center*
- *Large Discount Stores*
- *"Club" Discount Stores*

- *Ease of Access*
- *Single Use*
- *Large Scale*
- *Local Draw*
- *High Traffic Volumes*
- *Large Surface Parking Areas*
- *Not Pedestrian Friendly*
- *Difficult Community Connectivity*
- *Intermediate Life Cycle*

Los Arcos Development Options

- *Multiple Large Anchors*
- *5:1 Parking Ratio*
- *Regional Draw*
- *Capitalizes on Major Thoroughfares*
- *Traffic Impacts*
- *Maximizes Tax Revenues*
- *Minimizes Public Investment*
- *Shortest Life Cycle*
- *Least Supportive of Community Sustainability*



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Los Arcos Development Options

Option B – Events Venue

- *Aquatic Center*
- *Sports Venue*
- *Specialty Retail*
- *Potential Anchor Store*
- *Restaurants / Fast Food*
- *Movie Theater*
- *Specialty Book Store*

- *Ease of Access*
- *Multiple Uses*
- *Pedestrian Scale*
- *Distinct Architectural Character*
- *Local & Regional Draw*
- *Structured Parking*
- *Surface Parking*
- *Pedestrian Friendly*
- *Good Community Connectivity*

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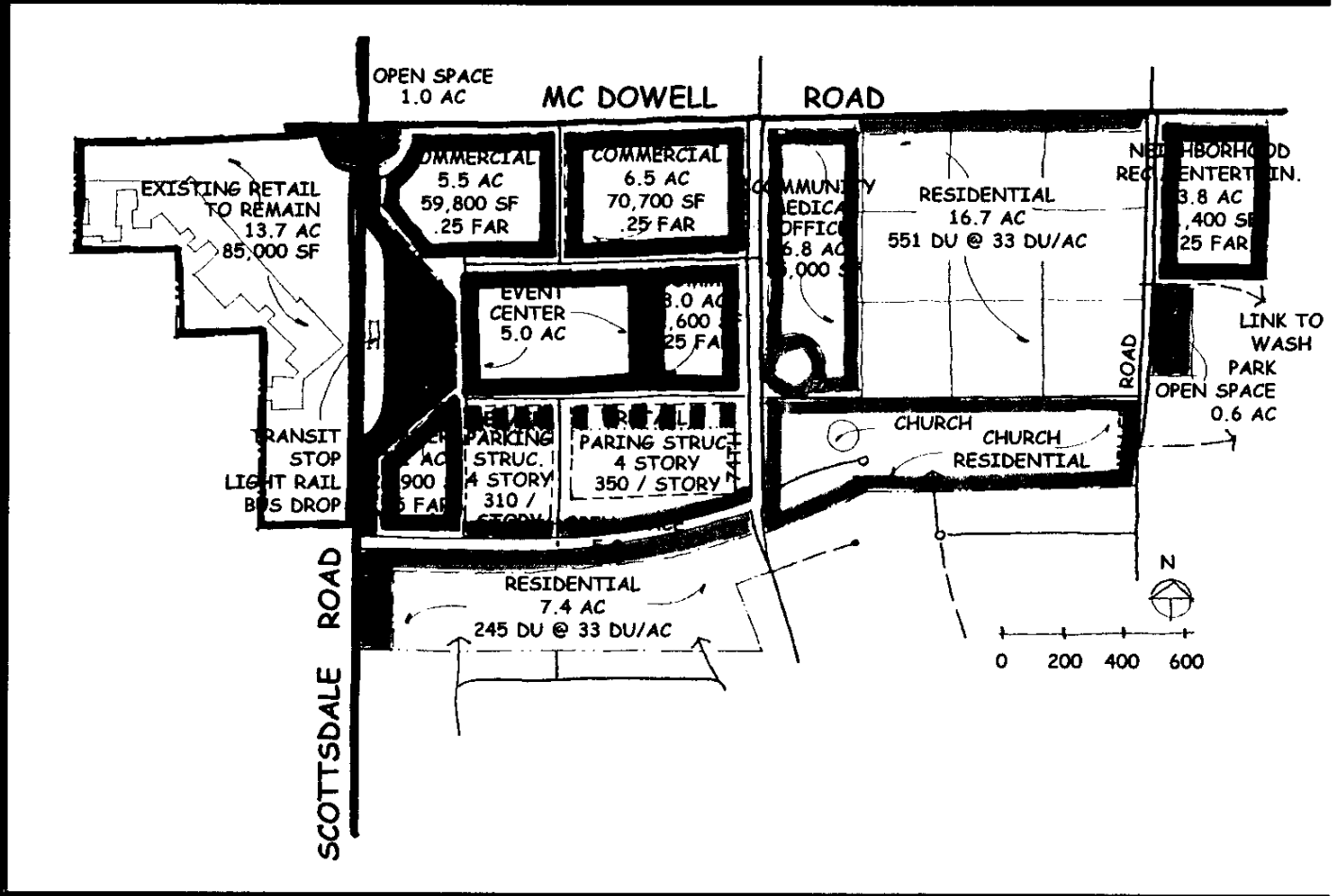
Los Arcos Development Options

- *Events Venue gives premier address to Southern Gateway of Scottsdale*
- *Requires Structured Parking*
- *Shared-use Parking*
- *Regional Draw*
- *Traffic Impacts*
- *Extends hours of use*
- *Long Life Cycle*
- *Supports Community Sustainability*
- *May approach threshold for TIF Funds*



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Los Arcos Development Options

Option C - *Museum Campus*

- *Museum*
- *Specialty Retail*
- *Mixed- Use Residential over Retail*
- *Restaurants / Fast Food*
- *Neighborhood Retail*

- *Ease of Access*
- *Mixed Uses*
- *Pedestrian Scale*
- *Distinct Architectural Character*
- *Local & Regional Draw*
- *Surface Parking*
- *Lower Traffic Impacts*
- *Pedestrian Friendly*
- *Supports Community Sustainability*
- *Good Community Connectivity*

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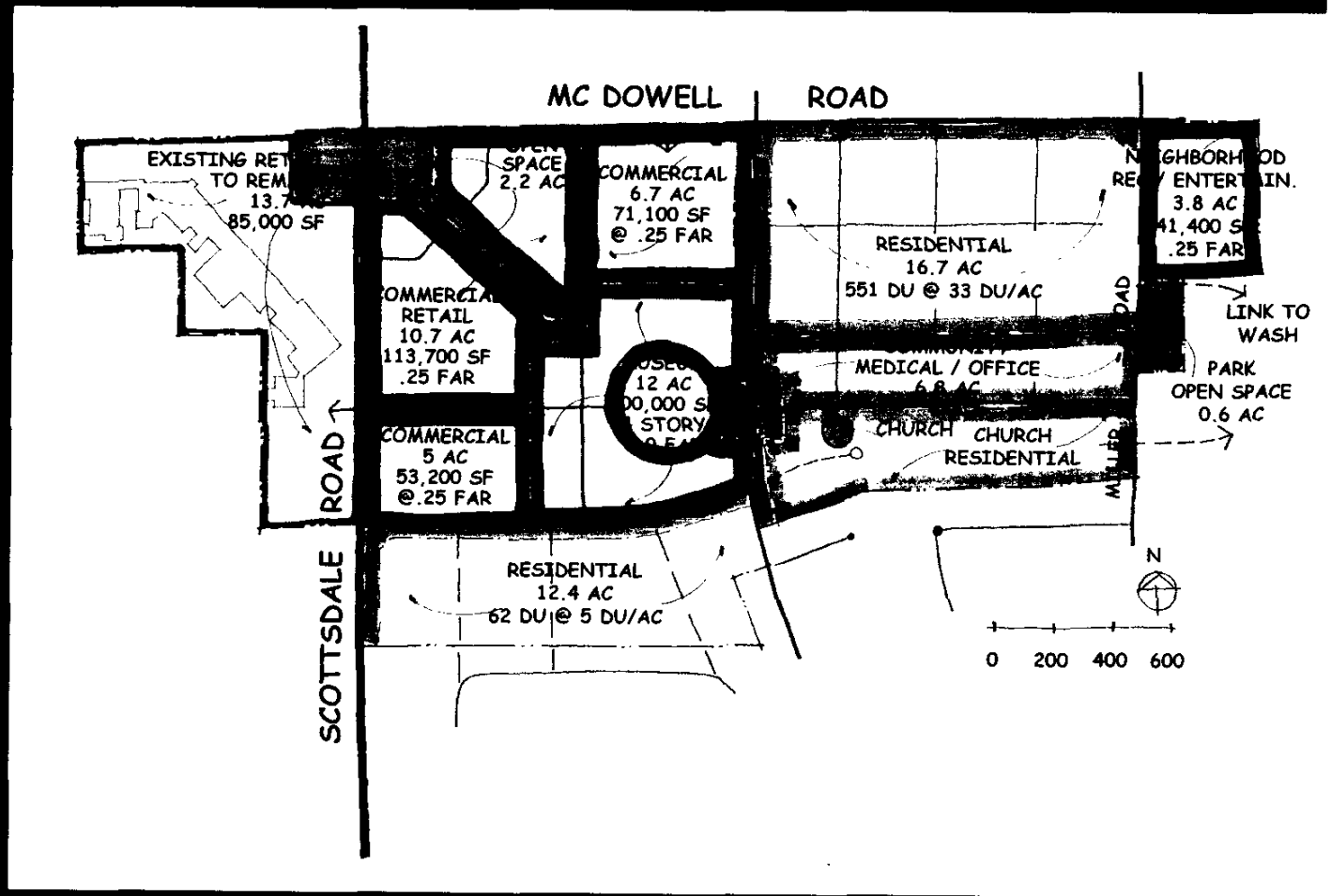
Los Arcos Development Options

- *Museum Cluster brings Educational Resources to District*
- *May require Structured Parking*
- *Shared Parking Opportunities*
- *Lower Traffic Impacts*
- *Extends Hours of Use*
- *Long Life Cycle with flexibility for Retail Re-Orientation*
- *Museum requires External Funding*
- *Requires Public Investment*
- *Supports Community Sustainability*



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Los Arcos Development Options

Option D – Town Center

- *Neighborhood Retail*
- *Supermarket*
- *Pharmacy*
- *Office*
- *Retail / Services*
- *Restaurants / Fast Food*

- *Ease of Access*
- *Multiple Uses*
- *Medium Scale*
- *Distinctive Architectural Character*
- *Local Draw*
- *Surface Parking*
- *Low Traffic Impacts*
- *Pedestrian Friendly*
- *Better Community Connectivity*
- *Longer Life Cycle*

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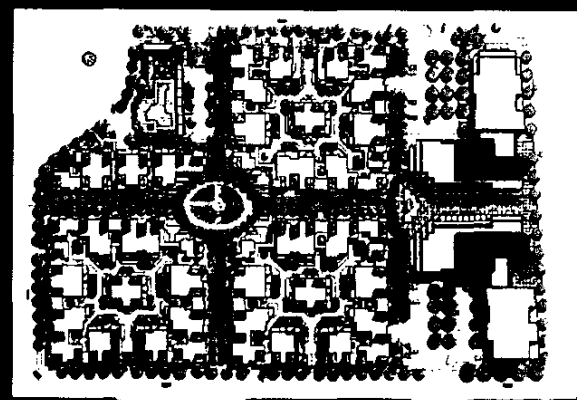
Los Arcos Development Options

Option D - Residential

- *Low Density*
- *Medium Density*

- *Smaller Scale*
- *Distinctive Architectural Character*
- *Parking Dispersed Through Site*
- *Low Traffic Impacts*
- *Pedestrian Friendly*
- *Good Community Connectivity*
- *Long Life Cycle*



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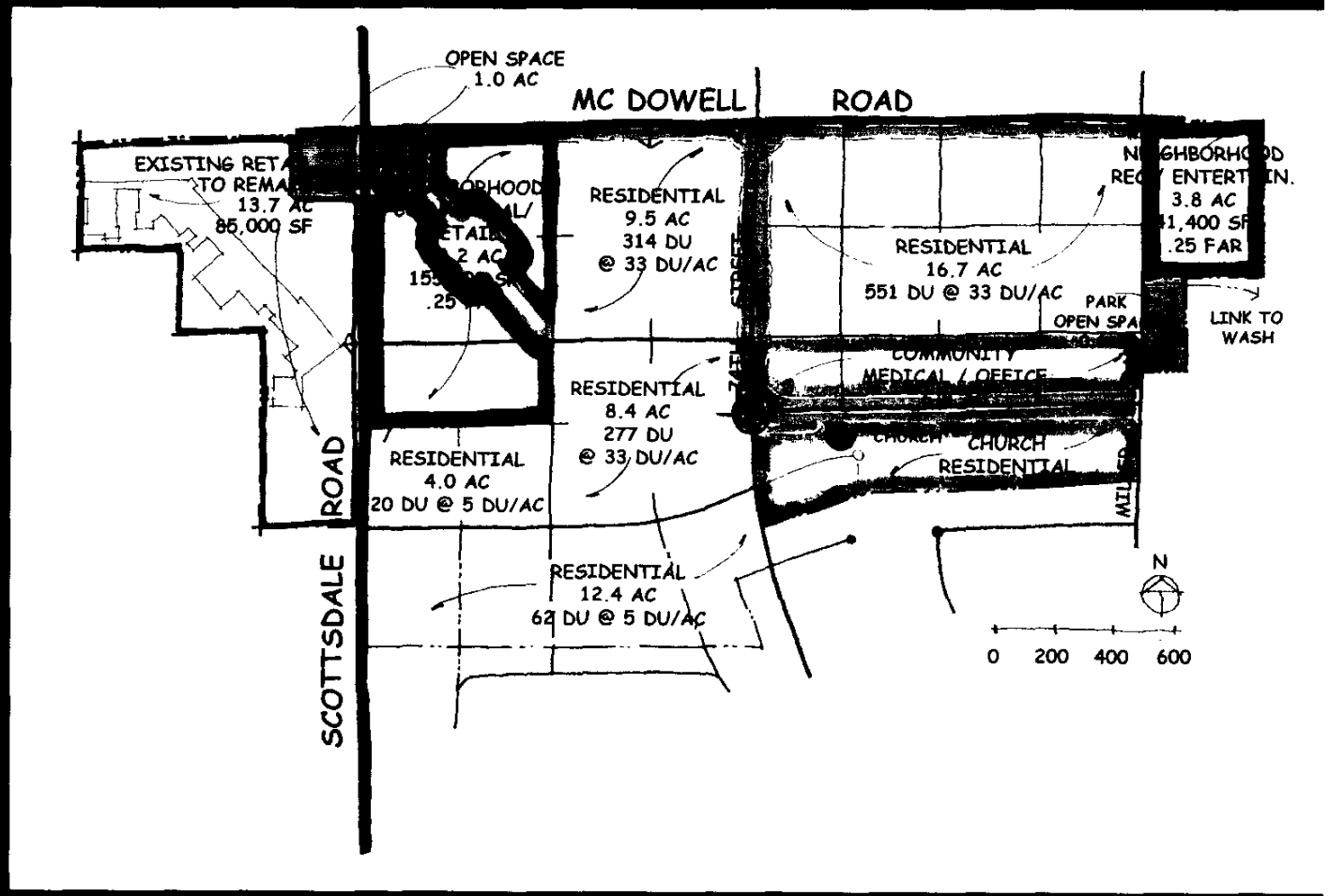
Los Arcos Development Options

- *Mixed-use Lifestyle Retail with Residential*
- *Increases Community Residential Values*
- *Neighborhood focus and compatible scale*
- *Complete mix of Residential building types and prices ranges*
- *Low Traffic Impacts*
- *Requires most Public investment*
- *Longest Life Cycle*
- *Most supportive of Community Sustainability*



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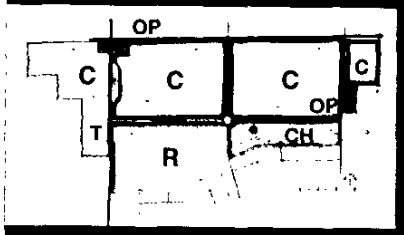
Los Arcos Development Options

Evaluation Option A - *Power Center*



Power Center		
.33 FAR	*24.6 ac*	*350,000sf*
Big Box		
.28 FAR	*23.5 ac*	*360,000sf*
Neighborhood Rec. / Entertainment		
.25 FAR	*3.8 ac*	*41,400sf*
5.0 DU/ac	*24.4 ac*	*122 DU*
	3.8 ac	*NA*

- Earliest on-site revenue generator
- Lowest amount of public investment
- Highest property tax generator
- Highest revenue per square foot subject to privilege tax
- City return on investment >8%
- Short life cycle may require future City investment
- Single construction Phase

- *Multiple Large Anchors*
- *5:1 Parking Ratio*
- *Regional Draw*
- *Capitalizes on Major Thoroughfares*
- *Traffic Impacts*
- *Maximizes Tax Revenues*
- *Minimizes Public Investment*
- *Shortest Life Cycle*
- *Least Supportive of Community Sustainability*

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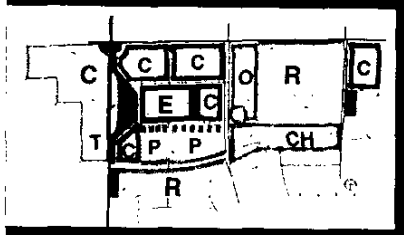
Los Arcos Development Options

Evaluation Option B - *Events Venue*



	.25 FAR	*17.1 ac*	*186,000sf*
Neighborhood Rec. / Entertainment	*.25 FAR*	*3.8 ac*	*41,400sf*
		5.0 ac	*NA*
		8.5 ac	*2,640 cars*
	.25 FAR	*6.8 ac*	*75,000sf*
	33.0 DU/ac	*24.1 ac*	*795 DU*
		12.6 ac	*NA*

- Phased revenue generator
- Public investment will depend on event center ownership
- Lower property tax generator than Option A
- Lower revenue per square foot - some exempt from privilege tax
- City return on investment >8%
- Some secondary and tertiary return
- Longer life cycle minimizes future City investment

- *Events Venue gives premier address to Southern Gateway of Scottsdale*
- *Requires Structured Parking*
- *Shared-use Parking*
- *Regional Draw*
- *Traffic Impacts*
- *Extends hours of use*
- *Long Life Cycle*
- *Supports Community Sustainability*
- *May approach threshold for TIF Funds*

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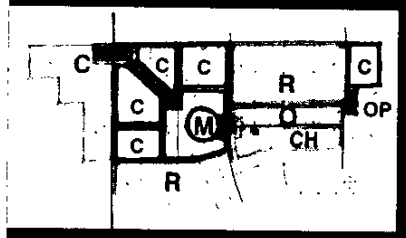
Los Arcos Development Options

Evaluation Option C - *Museum Campus*



.25 FAR	22.4 ac	238,000sf
Neighborhood Rec. / Entertainment		
.25 FAR	3.8 ac	41,400sf
	12.0 ac	500,000sf
.25 FAR	6.8 ac	75,000sf
33.0 DU/ac	16.7 ac	551 DU
5.0 DU/ac	12.4 ac	62 DU
	3.8 ac	NA

- Phased revenue generator
- Public investment will depend on museum ownership
- Property tax generation similar to Option B
- Lower revenue per square foot - some exempt from privilege tax
- City return on investment <8%
- Some secondary and tertiary return
- Longer life cycle minimizes future City investment

- *Museum Cluster brings educational resources to District*
- *May require Structured Parking*
- *Shared Parking Opportunities*
- *Lower Traffic Impacts*
- *Extends hours of use*
- *Long Life Cycle with flexibility for Retail Re-Orientation*
- *Museum requires external funding*
- *Requires Public Investment*
- *Supports Commun: y Sustainability*

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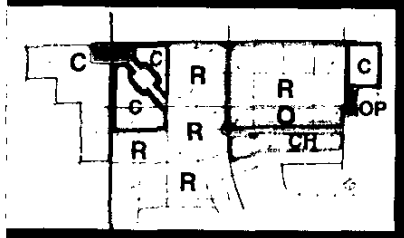
Los Arcos Development Options

Evaluation Option D - *Town Center*



.25 FAR	*14.2 ac*	*155,000sf*
Neighborhood Rec. / Entertainment		
.25 FAR	*3.8 ac*	*41,400sf*
.25 FAR	*6.8 ac*	*75,000sf*
33.0 DU/ac	*34.6 ac*	*1,142 DU*
5.0 DU/ac	*16.4 ac*	*82 DU*
	2.1 ac	*NA*

- Phased revenue generator - lowest on site generator
- Highest public investment
- Lowest property tax generator of four options
- Lowest revenue per square foot
- City return on investment <8%
- Highest secondary and tertiary return
- Longest life cycle minimizes future City investment

- *Mixed-use Lifestyle Retail with Residential*
- *Increases Community Residential Values*
- *Neighborhood focus and compatible scale*
- *Complete mix of Residential building types and prices ranges*
- *Low Traffic Impacts*
- *Requires most Public investment*
- *Longest Life Cycle*
- *Most supportive of Community Sustainability*

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Los Arcos Development Options

Observations

- *Redevelop Los Arcos as Heart of The Community*
- *Improve Physical and Social Relationships between Commercial Properties and Residential Neighborhoods*
- *Enhance Overall Appearance of the District*
- *Market to Local Community and to Visitors*

Los Arcos Development Options

Team Members

Jan Dolan, City Manager
Dave Roderique, CED, General Manager
Katherine C. Hutton Raby, Economic Development Specialist
Laurel W. Edgar, Economic Vitality, Revitalization
Valentin D. Hernandez II, Redevelopment Associate Planner

Thomas E. Stanberry, Managing Director
William C. Davis, Managing Director

Michael L. Medici, AIA, Principal in Charge
Charles H. Crain, AIA, Project Manager
Jorge R. Burbano, AIA
Randall A. Machelski, ASLA
Debra L. Mitchell, FASLA
Kathrin S. Moore, AICP, Associate AIA
Brian A. Perkins
Joseph B. Zehnder, AICP

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with this statement. He mentioned two court cases that resulted in court decisions that ordered the property owners blocking GLO easements to remove all blockages and permit passage. According to the city's resolutions, the city is not abandoning any private property rights if they exist. He questioned if the city abandons public access rights to the GLO roadway easements and then approves a plat plan that approves building on the easements, if the city is giving permission to the property owner to build on the easement. He questioned who would be the liable party if another property owner exercises his private property rights by wishing to use the easement.

Patty Badenoch, 5027 N. 71st Place, explained that she and two other citizens worked diligently to provide backup information to support the Neighborhood Enhancement Commission's (NEC) proposal for the front yard parking ordinance. She explained her opinion that the public needs to know that the group met with Council in trust with the understanding that Council would make full disclosure to the public when considering their options. She noted that Council members that were unable to meet with the group were advanced all of their research. She expressed her opinion that the Planning Commission was worthless since they did not take the time to work through the issues; instead took the easy way out. She stated her belief that the issue is not the end result of Council's actions but the way in which the issue was presented by staff and how Council disseminated the information to the public. She suggested that the city could have followed Peoria's lead by sending out notices to all residents not in compliance with the new regulations. The documentation included a waiver provision that could be applied for at a nominal fee.

Pat Blakey, 8545 E. Windsor, spoke in support of the Kids Zone After School Program that is currently free to children attending Scottsdale schools. He briefly listed some of the highlights of the program while explaining that he would like to see the program continued. He urged Council to consider continuation of the program during the city's budget discussions.

Darlene Petersen, 7327 E. Wilshire Drive, wanted the supporters of the NEC's front yard parking restrictions to know that Council was given a list of 12 items that supported their recommendation. She pointed out that the group wanted to include the following: 1) the allowed parking area (35%) to be contiguous, 2) parking on desert native improved surfaces, 3) a 2' parking restriction from a curb or sidewalk and 1' from the lot line. 4) inclusion of a list of recreational vehicle names, 5) the establishment of commercial storage areas in C-3, C-4, and I-1, 6) additional parking restrictions unless required setbacks are maintained with screening, 7) 1' setback from side property with vehicle screening of 6' solid gated fence, 9) further restrictions for vehicles meeting certain criteria, and 10) the allowance for temporary parking of RVs for loading and unloading. She noted that the ordinance has one year to take effect.

Daniel Basinger, 29503 N. 107th Place, announced that the Household Hazardous Waste Collection event that was held this past Saturday was a huge success. He stated that 1,135 people participated in the event in which 24.18 tons of material was collected. He then reminded everyone that the state is experiencing a drought. Water conservationists are running a program in February, which will instruct people on how to save water and inform people of the rebate that is being offered by the city. He urged citizens who are interested to call the city for more information.

MINUTES

SPECIAL MEETINGS

REGULAR MEETINGS
Tuesday, January 7, 2003

EXECUTIVE SESSIONS

VICE MAYOR ORTEGA MOVED TO **APPROVE** THE TUESDAY, JANUARY 7, 2003 REGULAR MEETING MINUTES. COUNCILWOMAN LUKAS SECONDED THE MOTION WHICH CARRIED 7/0.

DRAFT

CONSENT AGENDA

1. **Indian School/Granite Reef Office Rezoning**
Request to approve:
1. Rezone from Service Residential (S-R) to Commercial Office (C-O) on a 1 +/- acre parcel.
2. Adopt Ordinance No. 3486 affirming the above rezoning.

Location: 8399 E Indian School Rd
Reference: 22-ZN-2002
Staff Contact(s): Tim Curtis, Project Coordination Manager, 480-312-4210, tcurtis@ScottsdaleAZ.gov

2. **REMOVED FROM THE CONSENT AGENDA. SEE PAGE 6**

3. **REMOVED FROM THE CONSENT AGENDA. SEE PAGE 6**

4. **REMOVED FROM THE CONSENT AGENDA. SEE PAGE 7**

5. **REMOVED FROM THE CONSENT AGENDA. SEE PAGE 7**

6. **REMOVED FROM THE CONSENT AGENDA. SEE PAGE 7**

7. **REMOVED FROM THE CONSENT AGENDA. SEE PAGE 8**

8. **REMOVED FROM THE CONSENT AGENDA. SEE PAGE 8**

9. **Temporary Reduction of Certain Fees in Downtown**
Request: Adopt Resolution No. 6238 allowing for the temporary waiver of specific development and building fees in a designated area in Downtown Scottsdale.
Staff Contact(s): David Roderique, Economic Vitality General Manager (480) 312-7601, droderique@scottsdaleaz.gov; Harold Stewart, Business Services Manager, (480) 312-2311, hstewart@scottsdaleaz.gov ; Jon Chase, Principal Planner (480) 312-2578, jchase@scottsdaleaz.gov

Mayor Manross opened public testimony.

Norwood Sisson, 7431 E. Portland, stated that the city is giving away downtown fees and questioned if the fees include storm water drainage in-lieu fees.

Mayor Manross closed public testimony.

10. **Annual Audit Plan for the Office of the City Auditor, Fiscal Year 2002/2003.**
Request: Review and approve the annual audit plan for the Office of the City Auditor.
Staff Contact(s): Cheryl Barcala, City Auditor, cbarcala@scottsdaleaz.gov (480) 312-7867

11. **REMOVED FROM THE CONSENT AGENDA. SEE PAGE 9**

12. **Construction Bid Award for Traffic Calming and Pedestrian Bridge**

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Request: Authorize Construction Bid Award No. 03PB003, Traffic Calming and Pedestrian Bridge, to the lowest responsive bidder identified at a public bid opening conducted on January 14, 2003 at 3:00PM (See attachment No. 4). The purpose of this action is to award a contract to construct landscaped traffic calming devices at three Scottsdale neighborhood locations: Tonalea neighborhood (Oak Street to McDowell Road/ 66th Place to Scottsdale Road), E. Cholla Street (N. 64th Street to Scottsdale Road), and E. Chaparral Road (between Scottsdale Road and Hayden Road). This contract also includes a new pedestrian bridge crossing over the Crosscut Canal at the Oak Street alignment.

Related Policies, References:

- Development Review Board in August 2002 (Case No. 40-DR-2002)
- Neighborhood Traffic Management Plan – Scottsdale Transportation Department
- Engineering Services Contract No. 2001-131-COS (9/24/01)
- Preliminary Art Concept Approval by PACC (3/12/02)

Staff Contact(s): Brad Wisler, Project Mgr, 480.312.7626, bwisler@ci.scottsdale.az.us

Mayor Manross opened public testimony.

Norwood Sisson, 7431 E. Portland, questioned whom the contract is with as well as the amount of the contract.

Mayor Manross closed public testimony.

13. REMOVED FROM THE CONSENT AGENDA. SEE PAGE 9

14. Funding approval for WestWorld Master Plan Update Environmental Assessment as required by the Bureau of Reclamation to ensure compliance under the National Environmental Policy Act (NEPA).

Request: Approve Contract Amendment No. 2001-165-COSA with BRW Inc., in the amount of $52,526 to prepare an environmental assessment in conjunction with an update of the WestWorld Master Plan, and; Authorize the utilization of Basin Management Funds in the amount of $52,526 to fund this contract amendment.

Related Policies, References: Council Action on March 18, 2002 authorized awarding contract (#2001-165-COS) to BRW Inc./Gralla Architects to update the WestWorld Master Plan.

Staff Contact(s): Brad Gessner, WestWorld General Manager, 480-312-6825, bgessner@Scottsdaleaz.Gov; Annette Grove, Project Manager, 480-312-2399, Agrove@scottsdaleaz.gov

15. REMOVED FROM THE CONSENT AGENDA. SEE PAGE 10

COUNCILMAN SILVERMAN MOVED TO **APPROVE** CONSENT ITEMS 1, 9, 10, 12, AND 14. COUNCILWOMAN LUKAS SECONDED THE MOTION WHICH CARRIED 7/0.

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ITEMS REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION

2. **Olympic Private School Facility Conditional Use Permit**
Request: Approve a conditional use permit for a private charter school on a 1.8 +/- acre parcel with Industrial Park (I-1) zoning
Location: 9318 N 95th Way
Reference: 26-UP-2002
Staff Contact(s): Jerry Stabley, Senior Development Planner, 480-312-7872, jstabley@ScottsdaleAZ.gov

Mayor Manross opened public testimony.

Norwood Sisson, 7431 E. Portland, noted that he is in favor of the school, however, questioned its impact on traffic. He stated his desire to see the city do something to improve the traffic situation.

Mayor Manross closed public testimony.

3. **Montacino-McDowell Mountain General Plan Amendment and Rezoning**
Request to approve:
1. A non-major General Plan amendment from Urban Neighborhoods to Suburban Neighborhoods on a 6.32+/- acre parcel located at 12325 E Shea Boulevard.
2. Adopt Resolution No. 6225 affirming the above general plan.
3. Rezone from Multi-Family Residential, Environmentally Sensitive Lands (R-5 ESL) to Single Family Residential, Environmentally Sensitive Lands (R1-5 ESL) with amended development standards and the termination of an existing development agreement on a 6.32+/- acre parcel.
4. Adopt Ordinance No. 3487 affirming the above rezoning and amended development standards.
5. Adopt Resolution No. 6229 terminating the existing development agreement No. 980108.

Location: 12325 E Shea Boulevard
Reference: 8-GP-2002 & 23-ZN-2002
Staff Contact(s): Tim Curtis, Project Coordination Manager, 480-312-4210, tcurtis@ScottsdaleAZ.gov

Mayor Manross opened public testimony after noting that the applicant requested that this item be continued.

Leon Spiro, 7814 E. Oberlin Way, displayed a graphic illustrating the GLO easement lots that were sold in the Shea corridor. He reminded everyone that tonight's meeting is being held in accordance with Arizona State Statutes. He stated that the original zoning in the area is R1-43, which is about 1 house per acre. He noted that a previous Council abandoned the public access rights to the assemblage and permitted an assisted living facility to be constructed on the site. Due to the permitted number of residents in the assisted living facility, the applicant is requesting an increase in density for his single family housing development that will be located on the same number of acres as the assisted living facility. He pointed out that the developer would have been able to build 6 homes on the acreage, however, is now asking for the ability to build 28 homes. He pointed out that his only concern is with the abandonment of GLO easements. He referenced two court cases and Planning Commission members

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who suggested that the city require a disclaimer provision absolving the city of any liability if there is ever litigation regarding private property rights associated with the easements.

Norwood Sisson, 7431 E. Portland, expressed his opinion that this case would simply supply more "vanilla housing for rich, white, middle-aged people".

Mayor Manross closed public testimony.

COUNCILMAN SILVERMAN MOVED TO **CONTINUE** ITEM 3 TO MARCH 4, 2003. COUNCILWOMAN LUKAS SECONDED THE MOTION WHICH CARRIED 7/0.

4. Olympic Private School Facility Text Amendment
Request to approve:
1. A text amendment to the City of Scottsdale Zoning Ordinance (Ordinance No. 455) to amend Article V., District Regulations., Section 5.1803., Use Regulations. to allow for private and charter schools within the Industrial Park (I-1) District by conditional use permit.
2. Adopt Ordinance No. 3488 affirming the above text amendment.
Location: 9318 N 95th Way
Reference: 5-TA-2002
Staff Contact(s): Jerry Stabley, Senior Development Planner, 480-312-7872, jstabley@ScottsdaleAZ.gov

5. De-annexation to Fountain Hills
Request: Adopt Ordinance #3485 to de-annex Tracts J, K and P of Condillera at CopperWynd (1.69 acres) to the Town of Fountain Hills.
Location: Northwest and South of Copperwynd Drive at Eagle Ridge Drive
Reference: 1-AN-2002
Staff Contacts: Bill Verschuren, Senior Planner, 480-312-7734, bverschuren@ScottsdaleAZ.gov

Mayor Manross opened public testimony.

Norwood Sisson, 7431 E. Portland, explained that he would like to see the city abandon Eagle Ridge Drive adjacent to the property. He felt that Fountain Hills or Paradise Valley should bear the burden of supporting the infrastructure if they want the property.

Mayor Manross closed public testimony.

6. Grant award for crime laboratory DNA equipment and supplies
Request: Adopt resolution No. 6218 authorizing the Police Department to accept the National Institute of Justice No Suspect Casework DNA Backlog Reduction Program grant from the Arizona Department of Public Safety in the amount of $114,954 for the purchase of a genetic analyzer, a 2700 Thermocycler and related DNA supplies. The equipment and supplies will be used to process the Police Department's 'no suspect' sexual assault backlog casework and identify possible suspects using DNA profiling.
Reference: Resolution No. 6218
Staff Contact(s): Steve Garrett, Forensic Services Division Manager, Police Department
480-312-5280, sgarrett@ci.scottsdale.az.us

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7. Award for Juvenile Accountability Incentive Block Grant

Request: Adopt resolution No. 6219 authorizing the Police Department to accept the Juvenile Accountability Incentive Block Grant, Year 5, from the Governor's Division for Children in the amount of $74,387. The funds will be passed through to Scottsdale Prevention Institute (SPI), Contract No. 2003-003-COS, to fund coordinated efforts to address juvenile crime through a wide range of prevention, intervention and treatment strategies.

Reference: Resolution No. 6219 and Professional Services Contract No. 2003-003-COS.

Staff Contact(s): Carla A. Murillo, Budget Analyst, Police Department 480-312-5202; cmurillo@ci.scottsdale.az.us.

Mayor Manross opened public testimony.

Norwood Sisson, 7431 E. Portland, explained that the city should conduct program evaluations if citizens want quality programs. He stated his opinion that there are several programs that are approved by the Department of Education, therefore, there is nothing special about the approval rating.

Mayor Manross closed public testimony.

*****8. Taliesin West Destination Attraction Development, Establishment of a Conservation Easement, and bond reimbursement resolution**

Request:

1) Authorize a change in the use of $517,350 previously approved and funded bed tax capital funds from investment in a Frank Lloyd Wright Visitor Center at Taliesin West to a modified project comprised of new destination attraction features at Taliesin West and in downtown Scottsdale, and for the acquisition of a conservation easement within the McDowell Sonoran Preserve boundary, currently owned by the Frank Lloyd Wright Foundation, as recommended by the Tourism Development Commission at its December 17, 2002 meeting
2) Authorize staff to negotiate a contract implementing the elements of the proposal in substantial conformance to the December 13, 2002 staff report to the Tourism Development Commission (Attachment No. 1).
3) Adopt Resolution No. 6244 declaring the City's intent to advance funds not to exceed $15,000,000 for the Taliesin West, Loloma Museum, and Canal Bank Improvement Projects. The approval of Resolution No. 6244 will allow the City to be reimbursed for funds advanced for these three projects from future bond proceeds as described by U.S. Treasury Regulation Section 1.150-2.

Staff Contact(s): Kathy Carlisle O'Connor, Tourism Development Manager, Economic Vitality Department, 480-312-7057, kcoconnor@scottsdaleAZ.gov; Robert Cafarella, Director of Preservation, Preservation Department, 480-312-2577, rcafarella@scottsdaleAZ.gov; Rebecca Eickley, Financial Services Specialist, Financial Services Department, 480-312-7084, reickley@scottsdaleAZ.gov.

Mayor Manross opened public testimony.

Norwood Sisson, 7431 E. Portland, noted that once again, the city has a problem since it gave Frank Lloyd Wright money to build something that was never constructed.

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Lyle Wurtz, 6510 E. Palm Lane, noted that in the current state of the economy, the city cannot afford to throw away over ½ million dollars. He felt that if the city grants this money to Taliesin West, they would have to generate $60 million in tourist dollars just to break even with what the city give them. He questioned if the city is being paid interest on the money the city grants to projects out of the general fund while bonds are being issued.

Patty Badenock, 5027 N. 71st Place, explained that she is confused about how this money is being allocated. She requested clarification. She expressed her desire to see the emphasis placed on the downtown area itself due to the city's budget constraints.

Mayor Manross closed public testimony.

Dave Roderique explained that the dollars that are being proposed are for a combination of improvements at Taliesin to enhance the destination as well as for the operation of a downtown facility. Taliesin suggested opening a storefront location that would highlight Taliesin and the works of Frank Lloyd Wright. Staff believes this is a way to enhance the downtown as well.

11. Amended Agreement for Delivery of Incentive Priced Excess Central Arizona Project Water for Groundwater Recharge
Request: Adopt Resolution No. 6226 authorizing the execution of Agreement No. 2003-004-COS, and authorize execution of Agreement No. 2003-004-COS with the Central Arizona Water Conservation District (CAWCD) for delivery of incentive-priced excess Central Arizona Project (CAP) water for groundwater recharge purposes.
Staff Contact(s): Beth Miller, Water Resources Advisor, 480-312-7894, emiller@ci.scottsdale.az.us

Mayor Manross opened public testimony.

Lyle Wurtz, 6510 E. Palm Lane, explained that he would like more information on this item. He questioned if this project will cost citizens more money and why the city isn't raising water from Planet Ranch. He urged Council to talk about Planet Ranch at a future meeting. He questioned how much water goes back into the wells/reservoir from the recharge process. For example: is it one gallon out of a thousand?

13. Authorize the acquisition of real property at 7234 and 7240 East Second Street
Request: Adopt Resolution No. 6224 authorizing the acquisition of real property at 7234 and 7240 East Second Street from the Noriega Family in the amount of $235,000.00. Properties will be used to enlarge an existing surface parking lot.
Related Policies, References: At the October 28, 2002 Council study session, staff presented a progress update on the Downtown Scottsdale Master Parking Plan. The update included a recommendation that three sites, including the Noriega properties, in the Old Town District be further evaluated for the addition of parking facilities.
Ownership of the Noriega property, which includes two vacant homes, will provide 35 additional parking spaces in the Old Town District.
Staff Contact(s): Madeline Clemann, Parking Program Manager, mclemann@ci.scottsdale.az.us, (480) 312-2732; Jean Morris, Right of Way Agent, jmorris@ci.scottsdale.az.us, (480) 312-7853; Ron King, Asset Management Coordinator, rking@ci.scottsdale.az.us, (480) 312-7042

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Councilman Ecton explained that he would like to let the public know that this item talks about purchasing a lot for $235,000. The houses on the lot will be razed so the area can be converted into a parking lot. He questioned the cost of removing the houses and preparing the lot for parking. He noted that as a result of his questions, staff informed him that the cost would be $65,000. Therefore, the city is committing to an expenditure of $300,000. It would bring the cost of the 35 spaces to approximately $8,800 per space. He questioned the normal cost for a parking space. Deputy City Attorney Edward Gawf explained that if you add land and construction costs, the amount would be within the range for expected costs. He further explained that between $9,000-$10,000 is a normal cost estimate for surface parking if land and construction costs are included.

Councilman Ecton requested that, in the future, staff include all the information pertaining to each item presented to Council.

Vice Mayor Ortega pointed out that the property is known as the Noriega property. Harvey Noriega was one of the original cowboys of Scottsdale with his family being one of the founding families. He noted that there is a possibility that the home can be saved by investigating the possibility of moving it to another location since it is an historic treasure. At the very least, he felt the city would erect a monument to the Noriega family.

15. Land acquisition for the McDowell Sonoran Preserve and reimbursement agreement

Request: Adopt Resolution No. 6232 authorizing purchase in the amount of $955,300 for the 19.01-acre Parcel No. 216-75-017B, located at 28445 N. 126th Street, for the McDowell Sonoran Preserve. The purchase price represents the property owner's December 2002, counter offer to the city's June 2001, offer to purchase for $855,450; and

Adopt Resolution No. 6131 declaring the city's intent to advance funds not to exceed $50,000,000 for the purchase of property for the McDowell Sonoran Preserve.

Related Policies, References: The parcel is within the expanded Recommended Study Boundary approved in August 1998, by City Council and in November 1998, by voters. The acquisition of this land supports City Council Broad Goal B: Preserve the Character and Environment of Scottsdale, and two sub-goals under Goal B: Complete the acquisition of lands within the adopted Preserve boundaries; and Protect natural resources, open spaces and views.

Staff Contact(s): Robert J. Cafarella, AICP, Director, Preservation Division, 480-312-2577 (rcafarella@ci.scottsdale.az.us)

Mayor Manross opened public testimony.

Lyle Wurtz, 6510 E. Palm Lane, wondered who pays the interest on this money. He questioned if the city is making a mockery out of the people who have settled earlier at a lesser price by accepting a counter offer without fighting. He inquired if real estate values in the city have declined since the city was paying more for preserve land than it currently is paying.

Leon Spiro, 7814 E. Oberlin Way, questioned the location and parcel number of the property. He wondered if the law firm of Graham and Associates was involved in this case. He explained that the city paid almost $40,000 per acre for other property that was not contested by the owners, while the city is going to pay $50,000 to someone contesting the sale. He stated his belief that it sounds as though the city has cheated all the other property owners. He urged Council to deny

the counter offer and keep the price at $40,000. If the owners win in court, at least they would have had to wait for their money.

Mayor Manross closed public testimony.

Mayor Manross noted that the property is located at 28445 N. 126th Street. Don Meserve identified the parcel number as 216-75-017B. He explained that Graham and Associates have not been involved in the case since it has been a negotiated purchase price.

COUNCILMAN ECTON MOVED TO **APPROVE** CONSENT ITEMS 2, 4, 5, 6, 7, 8, 11, 13, AND 15. VICE MAYOR ORTEGA SECONDED THE MOTION WHICH CARRIED 7/0.

REGULAR AGENDA

*****16. Selection of Developer and Project for the former Smitty's site at Granite Reef and McDowell Roads**

Agreement for Exclusive Right to Negotiate, until May 20, 2003, with the RED Group LLC and Southwest Retail Group, Inc. as the selected development team from the Request for Proposal submittals for approximately 8.8 acres at NW Corner of Granite Reef and McDowell Roads.

Related Policies, References: Council action to approve purchase of site on January 8, 2001; Council presentation of May 14, 2001 regarding community desires for the site and possible mixes of use and direction to work with community groups on potential for their use of the site; EDAW's Master Planning Contract approval on February 19, 2002; Updates to Council on May 13, 2002 and July 1, 2002 with direction to move forward with the Developer RFP.

Request: David Roderique, General Manager Economic Vitality Department, 480-312-7601, droderique@scottsdaleAZ.gov;
Laurel W. Edgar, Economic Vitality Department, Revitalization Manager, 480-312-7313, ledgar@scottsdaleAZ.gov

Dave Roderique explained that item 16 is regarding the selection of a developer for the project at the former Smitty's site, which was purchased by the city approximately one and one-half years ago. Since that time, the city has been going through a process to work with the neighborhood first to identify potential uses for the site. The uses identified through the community outreach process were presented to the development community where a number of responses were received through the city's Request for Proposal process.

Laurel Edgar presented the information in the form of a slide presentation that has been summarized below.

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GRANITE REEF & McDOWELL ROAD REVITALIZATION
Developer Selection and Approval of Exclusive Right to Negotiate

Council Direction

- Send out Request for Proposals to Development Community
- Share Master Planning Effort Information
  - Community Input
  - Variations on Site Plans
  - Shared Parking Requirements
  - Demographic & Market Information
- Ask Developers to propose land uses and land value

RFP PROCESS

• October 11, 2002	RFP out to 250 Development and Architectural entities
• December 10th, 2002	5 Proposals Received
• December/January	Staff Reviews
• January 7th, 2003	Interviews of Development Teams
• January 13, 2003	Neighborhood Open House

Community Services of Arizona/Campbell Hogue & Associates, Inc. & A & C Properties

- 160 senior, medium-income, rental units with optional service package
- 15,000 to 18,000 sq ft Retail
- $1.470,000 cash upfront plus small annual lease payments

Pulte Homes Corporation

- 72 for-sale single-family homes, 1 & 2 story
- Average sales price of $174,000
- Will pay $1,776,640, plus $140,000 towards offsites

RED Group LLC and Southwest Retail Group, Inc.

- 200 senior, independent living apartments, 2 & 3 story
- 10,000 sq. ft. of neighborhood/ convenience retail
- Will pay $3,230,000 plus $120,000 towards costs for shared recreational amenities

Starpointe Communities LLC.

- 100 for-sale condominiums, with internal garages, 1 & 2 story
- Sale prices between $110,000 and $155,000
- Will pay $2,050,000

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Trend Homes of Arizona and AVB Development Partners, LLC

- 125 attached for-sale houses with internal garages, 2 & 3 story.
- Sales prices range from $135,000 to $150,000
- 12,000 sq ft of neighborhood retail
- Will pay $3,000,000

Selection Criteria

- Project Proposed - Overall quality of project & site plan
- Economic Terms - Anticipated cash to the City, financial capability
- Developer Experience - Quality and success of other developments, Depth of firm's capabilities
- Developer Pipeline & Capacity
- City Factors - Community support, public benefit, interaction with Senior Center/Stagebrush Community Theater, timeframe

Open House Comments

- Preference for Senior Housing
- Preference for Retail, would like to see more
- Design Treatments Important – landscaping, buffering, heights, alley
- Strong statements both for and against affordable product
- Do not delay project – move forward
- Generally, RED Group & CSA/CHA were most favored Site Plans

Staff Evaluation

FIRM	POSSIBLE POINTS	Community Services of AZ, Campbell-Hogue	Pulte Homes	Red Group	Starpointe	Trend Homes
Project Proposal	30	25	17	24	16	20
Economic Terms	25	13	16	21	18	21
Developer Experience	20	17	17	15	15	16
Developer's Other Projects & Capacity	5	3	6	5	5	6
City Factors	20	16	10	17	11	15
TOTAL POINTS	100	74	67	82	66	78
RANK		3	4	1	5	2

Granite Reef/McDowell Revitalization 11 Economic Vitality Department

In response to questions, Ms. Edgar noted that the 6 rating for Trend Homes in the line item for capacity should be a 4 not a 6.

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Ms. Edgar noted that none of the five proposals received include a sit down, stand alone restaurant. She stated her belief that developers believe that this location is too far east to support this type of business since most major chains would prefer to locate along Scottsdale Road.

RED Group LLC and Southwest Retail Group, Inc.

- Good site plan, integrating uses & neighborhood
- Most cash to City
- Provides market rate senior housing & retail
- New company

Staff Recommendation

- Approve RED Group, LLC and Southwest Retail Group, Inc. as the development team for the private portion of the Granite Reef and McDowell Road Site and enter into an Exclusive Right to Negotiate for a period of 120 days to expire on May 20, 2003.

Council Options

- Council may accept the staff recommendation;
- Council may choose another development team;
- Council may reject all 5 proposals and send out another RFP with different parameters;
- Council may direct staff to send the property to auction;
- Council may continue to hold 8.8 acres while moving forward with the Senior Center and wait for a better economic time.

Next Steps

- City & Developer sign Exclusive Right to Negotiate letter
- Staff and Developer work through
  - Due Diligence
  - Site Plan Adjustments with Senior Center Architectural Team
  - Key Business Points
  - Draft Development Agreement
- Development Agreement comes to Council in May/June
- Zoning & Design Review Process
- Architects Complete Design/Financing Process
- Construction Documents Review/Approval
- Land Closing/Permit Pulling/Construction Begins

Community Services of Arizona/Campbell Hogue & Associates, Inc. and A & C Properties

- Good site plan, integrating uses & neighborhood
- Least cash to City up front, financing takes time
- Good experience & capacity
- Provides median-income senior housing & retail

Pulte Homes Corporation

- Site plan shuts off neighborhood
- Low cash to City
- Highest capacity & experience
- Provides new high-end housing

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- No retail

Starpointe Communities LLC.
- Site plan shuts off neighborhood
- Low cash to City
- Very good capacity & experience
- Provides high end condos at median pricing
- No Retail

Trend Homes of Arizona and AVB Development Partners, LLC
- Open & integrated site plan, but dense
- 2nd highest cash to city
- Good experience, busy pipeline
- Provides good entry level housing & Retail

Mayor Manross opened public testimony.

Lyle Wurtz, 6510 E. Palm Lane, stated his belief that the city is going to live up to its reputation of handling out money to developers. He felt this project is one of the most blatant, but too often typical, anti-citizen taxpayer proposals being pushed by what seems to be a self-serving Revitalization Department. After months of costly feel good studies and public meetings, the citizens laid out what they wanted on the site. He stated that citizens did not want low cost housing although he was afraid that is what they are going to end up with. He expressed his opinion that there is no correlation between what the citizens and the developers want to place on the site. He stated his belief that due to the deliberate neglect of south Scottsdale by the city, there is a rising crime problem that will keep many people away from evening activities on the site. He wanted the city to guarantee that this project isn't just an attempt to make the old senior center location available to some commercial developers. He stated his desire to see guarantees in writing that the old senior center property would always remain city owned. He explained that he would rather see the Smitty's site remain undeveloped until a suitable development plan could be developed.

Norwood Sisson, 7431 E. Portland, stated his belief that the city is setting this item up to be another one of the "forever deals". He pointed out some discrepancies in the backup information presented by staff. He explained that the action is being taken under the Los Arcos Redevelopment Plan that, in his opinion, is a worthless piece of trash and does not comply with Arizona State Statutes. He pointed out that the plan is for commercial use, not residential. He stated his opinion that the city has two legal options instead of the five illegal options staff presented. He explained that the city could: 1) use the information gathered tonight to write a legitimate redevelopment plan or, 2) terminate the redevelopment area, auction off the 8+ acres, build the senior center, and be done with it.

Gladys Olson, 7312 E. Palm Lane, expressed concern with what is going on. She then commended the Mayor and Council members for their willingness to serve the community as elected officials since it is not an easy job. She asked that Council try to perceive what it is like to live on less than $10,000-$12,000 per year. She explained that she dreams of walking to the senior center when she can no longer drive. She expressed confidence that Council will not look at just the dollar figure to make their decision. She noted that she has attended the previous public meetings on this issue and read excerpts from the information that was distributed at the meetings regarding each developer. She begged Council to think kindly of low-income citizens who are not a menace to society and have something to contribute.

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Darlene Petersen, 7327 E. Wilshire Drive, explained that she picked the "RED" Group before staff did. She stated her belief that the city needs to make a decision of whether the city is going to keep the current senior center. She expressed her opinion that the closing of the current senior center would impact the number of people who would be using the new senior center; therefore, more room would be needed at the new site. She explained that she wants to see a horseshoe pit and shuffleboard on the site for the senior citizens especially if senior housing is included on the site.

Richard White, 10815 N. 84th Street, explained that he spent a year planning a future search at Council's request where housing options were explored within the city. One of the strong points that came across from the diverse community was that there was a need for accessible housing for seniors. He pointed out that some of the seniors in the community are worried if they will be able to continue to live in the city. He stated his belief that the plans that include some type of senior housing would be more appropriate on the site. He expressed his opinion that the CSA plan makes more sense in the long run. He acknowledged that, in today's economy, there is a concern regarding the return on investment on the property although that is not the only consideration that should be given when making this decision. He questioned if the RED Group's proposal would allow affordable rent for the proposed units.

Leigh Ann Stuckey, 1416 N. 78th Street, explained that she is a local artist. She pointed out that businesses from Scottsdale Road to the former Smitty's location are closing. She offered to conduct new surveys focusing on what the people actually need and want on the site as well as the emotional tone in the area. She felt the new information would help determine what should be done.

Mayor Manross explained that a substantial amount of studies and analysis of the area have been conducted over the last few years. She expressed her belief that Council understands the market and the economic feasibility of the different proposed uses. She felt Council would be ready to move forward at this time.

Waltraud Martin, 8318 E. Holly St., explained that she has a number of questions since she sees too many closed storefronts, empty malls, nightclubs, and empty restaurants. She expressed her opinion that the Smitty's site is too small to do anything viable. She wondered if anything could be considered that would reduce the density in the area. She felt that the people who might want to live on the site wouldn't want to live in a fish bowl. She expressed concern that the proposed density would strain both water resources and the infrastructure. She felt that a better solution than what has been offered thus far could be developed.

Mayor Manross closed public testimony.

Mayor Manross explained that it is Council's intention to help revitalize the area. Hopefully, this project will be a catalyst to continue the revitalization efforts. She explained that Council understands the concerns regarding the southern part of the city.

Ms. Edgar clarified the estimated cost per unit for the RED Group plan for Mayor Manross. She explained that the proposed rent for 1-2 bedroom studios range from $650 to $850 per month.

Vice Mayor Ortega explained that he sees this as a customized area that needs a customized solution with the senior center as the anchor. In response to his request for more information, a representative from the RED Group explained that the site plan was designed by considering the entire community as a whole. Regarding the aesthetics of the project, the architects of their group must sit down with the retail architects and the city's architect to determine a common theme since there is not currently an identifiable theme in the area. He noted that the RED Group has decided to be the lead in the development

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agreement. Southwest Retail Group has indicated strong interest and has agreed to acquire the retail side of the project from the RED Group at a predetermined amount. He indicated that RED Group would guarantee the purchase of the retail. He further noted that there are three partners within RED Group, including a real estate transactional attorney, which should enable the group to proceed in a timely manner.

In response to additional questions from Vice Mayor Ortega, the president of the RED Group displayed graphics indicating a comprehensive rent study illustrating 6 properties in the Phoenix metro market he felt were comparable with the Smitty's site. He explained that all the sites, as indicated on his graphic, were within the average household income range.

Councilman Ecton questioned the square footage of the area planned for retail. The RED Group indicated that the area would be approximately 10,000 sq. feet with a typical configuration.

In response to questions from Councilman Littlefield, Ms. Edgar explained that there would be 120 days to complete the first step in the process. She confirmed that the due diligence work frequently requires outside professionals to update surveys, review the hazardous waste study, etc. requiring 6-8 weeks. She noted that the developer is responsible for the cost of the updates. In addition to the time it will take to update the information, staff would need time to respond to any changes.

Responding to additional questions from Councilman Littlefield, Ms. Edgar estimated that a zoning application would be submitted in June or July with the process taking approximately 4-6 months. Once Design Review approval is received, the architects would begin the design documents while the developer works on acquiring financing. This process typically takes another 4-6 months. The timeline for construction document review really depends on how many times revisions are necessary; however, is typically a 6-8 week process. Finally, the land closing, permit pulling, and beginning of construction should take between 30-60 days.

Councilman Littlefield asked for confirmation that the lead-time from tonight should be approximately one and one-half years. In response to additional questions, Deputy City Manager Ed Gawf explained that the schedule that was just outlined is pretty reasonable. He stressed that the key is to do the project right and is even more important than completing the project quickly.

Vice Mayor Ortega expressed his belief that this location is a vital part of the city. He explained that the city is looking at a reinvestment on the city's part with the senior center of around $10 million. Of that figure, approximately $1.8 million is for the land, therefore, that is the amount that the capital account would reimburse the city's fund. Along with that, private investment of at least $20 million will be made. He felt it is important to look at all areas of the city as well as identify where the city has invested money. He pointed out that there would be approximately 200 units built in the Waterfront project with a price of up to $2 million each. Coincidentally, the city has made an investment of approximately $4 million in the area. He also identified the Loloma project, which is supposed to have approximately 240 living units ranging in price from $280,000 to $380,000. Part of the land exchange and improvement amounts to an internal investment of approximately $6 million.

Councilwoman Lukas noted that she was very supportive in purchasing the site in 2001 since she felt it could be a real trigger for economic vitality in the area. She stated her belief that all the responses to the city's Request for Proposal were of high quality, which says a lot about Scottsdale. She explained that she has attended a number of meetings regarding the site and spoke with a lot of citizens who were all very anxious to get the project started. Since citizens indicated very strong support of a restaurant of some kind, she felt it is a very important element of any site plan. She stated her understanding that the

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proposals are a reflection of the market. She pointed out that everyone likes the senior center in all of the plans while realizing that the center is a very large investment that the city is making in this part of the city.

Councilwoman Lukas expressed support for the RED Group proposal for several reasons. First, it was preferred by the residents and is an excellent site plan. She stated her opinion that senior housing is important, while retail included in the proposal is a plus. While the amount of money the developer is willing to pay the city is not her first concern, she noted that in tough economic times, the economic stabilization fund needs to be replenished for other projects. On balance, she felt the RED proposal is solid and would be embraced by the community.

Councilman O'Hearn stated that this has been an extensive and almost an exhausting process. He stressed that the city is somewhat restricted in what it can do on the site due to economic reality. He explained that all five plans received from the developers are good and would work on the site. He firmly believed that there is no such thing as a right or wrong decision tonight since something good for the neighborhood would be accomplished with approval of any of the five plans. He explained that the city must decide if there should be housing included in the plan and, if so, if the housing should be owner occupied or rental units. He didn't believe there is any firm commitment either way on this issue. He expressed his opinion that the retail component is critical to this particular site. He suggested that the restaurant element might be able to be enlarged at a later date if one is included in the design. He added that the city cannot overlook the recovering of taxpayer funds although it is not the only consideration.

Councilman O'Hearn stated his support of the Trend Homes alternative since several components of the proposal are appealing to him. He explained that he likes the fact the plan includes reasonably priced housing that would accommodate different age and income brackets. He felt the developer would be willing to work with the city on the density issue.

In response to a request from Councilman Silverman to let representatives from all the developer groups speak, Ms. Edgar explained that the only other developer represented in the audience tonight that has not had an opportunity to speak is Pulte Homes.

The representative from Pulte Homes explained that he would like Council to consider the fact that Pulte Homes is the largest homebuilder in the world. He stressed that his company has a very strong balance sheet and, therefore, has the ability to close when the time comes. Along with the financial strength Pulte Homes offers, their homes are top quality. He explained that Pulte Homes would be a strong developer with a sensitive plan, which considers the neighborhood needs. He noted that their plan ensured that all the homes around the perimeter would be one-story. Taliesin architects were hired to develop their product. He stated his belief that this is the type of excitement that the area needs. He explained that his plan doesn't include senior housing instead opting to bring in a more diverse buyer profile. He suggested that if the city is looking to revitalize the area, a diverse buyer profile would be the way to go.

Councilman Silverman explained his belief that the biggest difference between the RED Group and Trend Homes is the ownership situation. He stated his preference for ownership over rental properties since he felt it would be better for the community.

Councilman Ecton agreed that ownership would be preferable over rental units. He noted that he has studied all of the proposals and stated his support of the Trend Homes' proposal.

Vice Mayor Ortega explained that the city is very glad that the developers came forward since it took a lot of time and money to prepare their proposals. In terms of Pulte Homes' product, they are looking at

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payment to the city of $1.77 million plus another $140,000 totaling under $2 million for 72 homes. He pointed out that according to his calculations, it would be like the city subsidizing $20,000 per lot. The Pulte Homes' total would be at least $1.5 million less than the RED Group.

Vice Mayor Ortega stressed that people living in apartments vote, they are citizens, use libraries, participate in the government, and are no lesser involved than a homeowner. He pointed out that some people at the age of 60 don't want a 20-year mortgage.

Councilman Littlefield explained his belief that the city has a fiscal responsibility to recover as much money as possible since the property was purchased with taxpayer money. In addition, the number one city responsibility is to place an economically feasible project on the site that is best for the area. He pointed out that some retail would be appropriate for the site and is supported by the citizens. He felt that in addition to the senior center and the theater, the development would be mostly housing, although there is still a question of whether rentals or owner occupied homes are preferable. Due to the area and the revitalization it needs, he stated his support of owner occupied homes in the Trend proposal.

Councilman Littlefield explained that there has been a lot of discussion about the future of the current senior center. He stated his support for opening the new senior center and keeping the old Civic Center Senior Center open.

Councilwoman Lukas questioned what was meant in staff's presentation by "busy pipeline". Ms. Edgar explained that it was meant to indicate the developer's current workload. For example, Trend Homes has been working with the City of Phoenix for the past year on a 180-acre project; therefore, their pipeline is very busy.

Mayor Manross explained that she prefers owner occupied homes; however, felt that the benefits of the REG Group's plan out weights its negative aspects. She noted that the area around the site is currently composed primarily of single-family owner occupied homes so there isn't an over abundance of rental properties in the area. She felt the development would be a terrific benefit to the community, although none of the development plans are perfect. She agreed that it is important that the city recoup a good portion of the money it has invested, although that is not her number one concern. She stressed the importance of the design element of whatever is built on the site since it would help to maintain the quality of life. She urged whichever developer is chosen to make the restaurant happen.

VICE MAYOR ORTEGA MOVED TO **APPROVE** THE AGREEMENT FOR THE CITY'S EXCLUSIVE RIGHT TO NEGOTIATE UNTIL MAY 20, 2003 WITH THE **RED GROUP LLC** AND **SOUTHWEST RETAIL GROUP, INC.** AS THE SELECTED DEVELOPMENT TEAM FROM THE REQUEST FOR PROPOSAL. COUNCILWOMAN LUKAS SECONDED THE MOTION WHICH FAILED 3/4 (T.S., W.E., R.L., N.O.).

Councilman Ecton expressed his opinion that a busy pipeline could be a positive thing since the developer would have suppliers set up and have a ready available source for many things. He also pointed out that the Trend Homes proposal would be a partial solution to the service industry people who wish to purchase a home and find housing limited.

COUNCILMAN O'HEARN MOVED TO **APPROVE** THE AGREEMENT FOR THE CITY'S EXCLUSIVE RIGHT TO NEGOTIATE UNTIL MAY 20, 2003 WITH **TREND HOMES OF ARIZONA** AND **AVD DEVELOPMENT PARTNERS, LLC.** AS THE SELECTED DEVELOPMENT TEAM FROM THE REQUEST FOR PROPOSAL. COUNCILMAN ECTON SECONDED THE MOTION WHICH CARRIED 4/3 (C.L., M.M., D.O.)

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17. Management Services Agreement between the City of Scottsdale and the Scottsdale Cultural Council for Management of Art/Cultural Services in the City.
Request: Consider extension of the Amended and Restated Management Services Agreement, Contract #970044, between the City of Scottsdale and the Scottsdale Cultural Council or provide other direction to City staff.
Related Policies and References: Amended and Restated Management Services Agreement, contract 970044, dated October 7, 1997.
Staff contact(s): William Exham, General Manager, Community Service Department, 480-312-2377, bexham@scottsdaleaz.gov

Bill Exham explained that this case is concerning the Cultural Council contract. The Cultural Council is a non-profit 501C Corporation that is under contract with the city to plan, manage, and operate the city's arts and cultural facilities and programs. The organization oversees the Center for the Arts, the Scottsdale Museum of Contemporary Art, the city's Public Arts Program, and renovation of the Scottsdale Mall. It manages the Scottsdale art collection as well as providing a variety of special events and educational programs related to the arts.

Mr. Exham briefly gave the history of the arts and cultural program in the city. He explained that as the city grew, the variety of groups involved in the arts and cultural programs began to have difficulty identifying which organization should handle which tasks. In an attempt to clarify the issues, Council hired a consultant and requested that a task force review the findings and make recommendations. One of the group's recommendations was to form a non-profit organization to manage the arts and cultural affairs in the city; thereby, the Cultural Council was formed.

In the initial year of the Cultural Council's contract, the city funded approximately 60% of the Cultural Council's budget. Mr. Exham explained that the contract was renegotiated in 1997; however, the contract expires in June of this year. There are two, five-year renewal clauses in the contract. Tonight, staff is looking for guidance from Council on how they would like that to happen. If neither party gives written notice that they would like to renegotiate or cancel the contract, the contract will be automatically renewed for five years.

Currently, the city is providing approximately $2.8 million to the Cultural Council contract to enable the organization to carry out its responsibility. The Cultural Council provides approximately $6 million in addition to the money provided by the city. He pointed out that the city's contribution is currently approximately 30% with the Cultural Council raising approximately 60% to operate the facilities through earned revenue, ticket sales, etc.

Mayor Manross opened public testimony.

Marion Murray, (no address given), explained that children, animals, literature applied in performing arts, and citizen driven local government provides her the most pleasure. In today's economy, she urged Council to consider the actual needs of citizens. She expressed doubt that this is the time to enter into a five-year contract particularly when the city is unsure of its budget deficit. She urged Council to be careful when making their decision.

Patty Badenoch, 5027 N. 71st Place, expressed concern about the approach the city takes when dealing with the Cultural Council. She explained that she doesn't understand why the Cultural Council maintains such a high level of power. She stated her desire to see a change in direction that places greater emphasis

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on character and taste. She felt that all too often, the Cultural Council's selection process is predicated on pet projects and contracts that do not necessarily reflect the city.

Lyle Wurtz, 6510 E. Palm Lane, stated his belief that money isn't always the most important factor in every decision; however, a lot of the city's money gets thrown away on studies. He felt that one of the most wasteful expenditures in the city is the Cultural Council. Especially during hard economic times, money could be saved from the Cultural Council. He pointed out that there is no low cost housing up north; therefore, the money could be applied to a housing project in the northern part of the city. He stated his opinion that the city must "get real" since this contract is wasting money.

Mayor Manross closed public testimony. An additional comment card was received from a citizen opposing the contract extension who did not wish to speak.

John Berry spoke as a representative for the Cultural Council since he serves as Chairman of Board of organization. He explained that the contract is an investment in the community and in the arts. For every dollar that the city contributes, it is returned three fold. He pointed out that every year, over 48,000 school children are able to see a live performance because of the Cultural Council that they would have not otherwise been able to see. He noted that the organization is proud of the public art along the freeways. He explained that the contract requires financial audits conducted in accordance with generally accepted accounting principles and are submitted to Council annually. The organization also reports to the city twice a year. He noted that the Cultural Council has not requested to renegotiate the contract and would like to move forward with the city for the next five years.

In response to questions from Councilman Littlefield, Mr. Berry explained that thanks to the City Council's generosity in the past budget cycle, approximately $50,000 for community art grants were re-instituted. In that, the Scottsdale Symphony was the second largest beneficiary of the funds receiving over half of the allotted grant money.

Attorney Pennartz confirmed for Councilman Littlefield that funding associated with the contract is determined annually during the city's budget cycle.

Councilwoman Lukas stated her support of the Cultural Council and their work on behalf of the city.

Vice Mayor Ortega pointed out that there is not another organization that is in place to conduct the same type of services for the city.

Mayor Manross explained that the Cultural Council is scrutinized monthly. She stated her belief that the organization is a terrific asset to the city.

Councilman Ecton commented that some people like art and cultural programs while others do not. He pointed out that art is the backbone of society and will continue to be so. He explained that he isn't concerned that the contract is for five years since he felt it is a bargain. He pointed out that the organization is contributing the majority of the money for their budget.

Councilman Silverman pointed out that the city might be depending on the Cultural Council even more in the future due to the city's intention of opening up another museum.

Councilman Littlefield explained that the only problem he has with the contract is that the Cultural Council is a sole source provider. Although it gives the appearance of being outsourced, it is not really outsourced due to the lack of alternatives. He pointed out that the contract includes a termination clause

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allowing termination with a 180-day notice without cause. He stressed that the contract itself doesn't commit the city to any funding.

Councilman O'Hearn explained that the current state of the economy and the comfortable relationship the city has with the Cultural Council should motivate the City Council to support the extension of the contract.

COUNCILWOMAN LUKAS MOVED TO **AUTHORIZE** THE EXTENSION OF THE AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT, CONTRACT #970044, BETWEEN THE CITY OF SCOTTSDALE AND THE SCOTTSDALE CULTURAL COUNCIL. VICE MAYOR ORTEGA SECONDED THE MOTION WHICH CARRIED 7/0.

18. Consideration of Downtown Scottsdale Partnership funding request.

Request: As requested by a Council member, consideration of a request by Downtown Scottsdale Partnership (DSP) for the City to provide $35,000 of additional operating funds for 2002, authorize $59,500 in EMSD assessments for a Special Events Production fund and for Council to decide whether to restore, from EMSD assessments, funds provided from the City's general funds in 1997 to create the EMSD and thus release DSP from an obligation use EMSD funds to repay these funds to the general fund. Resolution No. 6213 is attached for Council's use in authorizing the funding and providing the necessary direction to comply with all or a portion of these requests.

Staff Contact(s): David Roderique, Economic Development Department, General Manager, 480-312-7601, droderique@ci.scottsdale.az.us; Laurel W. Edgar, Economic Development Department, Revitalization Manager, 480-312-7313, ledgar@ci.scottsdale.az.us

Laurel Edgar presented a brief slide presentation that has been outlined below.

Downtown Scottsdale Partnership's Request for Additional Funding for Downtown EMSD Services

Per Request by DSP and Council -
Authorize Resolution No. 6213, approving:

- An addition to the 2002 DSP Management Contract amount for $35,000 or a smaller amount and designate where those funds are to come from.
- The release of all or a portion the $99,813.15 obligation of EMSD to repay the General Fund account for the original creation expenses.
- The use of all or a smaller portion of the $59,500 EMSD assessment funds being held for the Special Events Promotion fund.

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Enhanced Municipal Services District No. 2

What is an Enhanced Municipal Services District (EMSD)?

- A tool authorized by Arizona law that allows for an enhanced level of services (marketing and promotion, maintenance, security, and/or parking management) within a specified area of a designated Redevelopment Area through additional property tax assessments within the District boundaries.

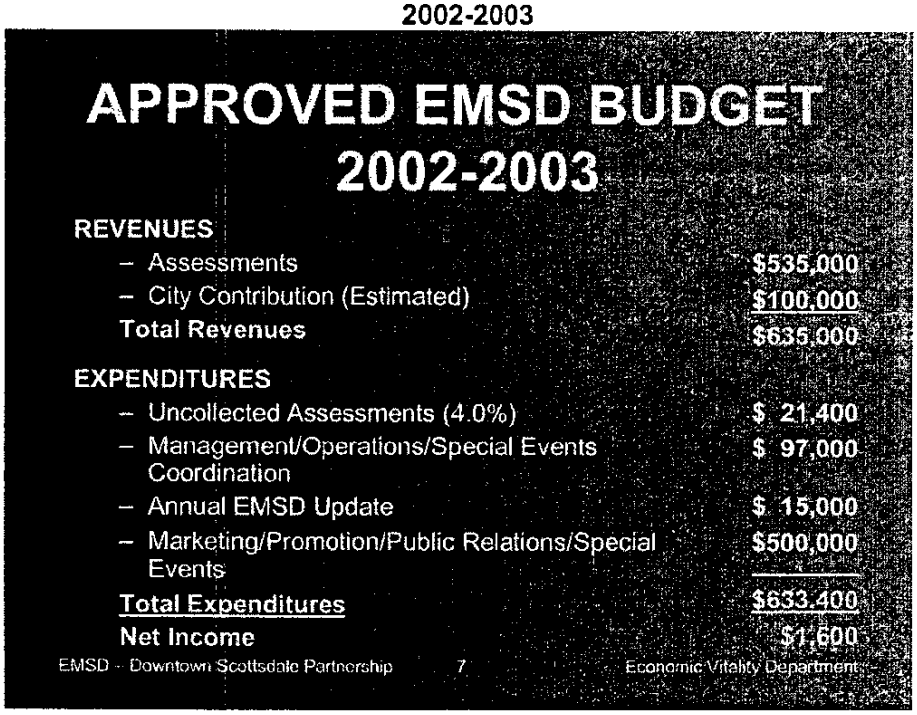
EMSD No. 2 Mission/Goals

Provide coordinated marketing and promotional tools for Downtown with the costs being shared by property owners and businesses in the area in order to remain competitive.

Background

- $99,813 of expenses to create EMSD in 1996/97 were paid out of the General Fund
- DSP agreed that EMSD funds would be used to repay funds during the 1st 5 years
- $59,500 of EMSD funds were saved up for the repayment
- In July, 2002 Council split EMSD annual budget with $97,000 to DSP for management of EMSD and $500,000 to C-K for marketing EMSD

APPROVED EMSD BUDGET
2002-2003



DSP's Request

- Grant DSP $35,000 in additional funding for management of the EMSD for 2002/2003
- Relief from DSP and the EMSD fund from an obligation to reimburse the General Fund for the $99,813.15 in original creation expenses
- Use of $59,500 of EMSD funds that had been saved up for a Special Events Production Fund

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Tonight's Options for EMSD

The City Council has the following options:

- Approve an addition to the 2002 DSP Management Contract amount for $35,000 or a smaller amount and designate where those funds are to come from.
- Approve the release of all or a portion the $99,813.15 obligation to restore to the General Fund the original EMSD creation expenses.
- Approve the use of all or a smaller portion of the $59,500 EMSD assessment funds being held for the Special Events Promotion fund.

Based on Council direction, adopt Resolution No. 6213.

Mayor Manross opened public testimony.

Carroll Huntress, 4005 N. Scottsdale Road, spoke as the president of the Downtown Scottsdale Partnership. The group is funded with $97,000 from Council's action last July although it does not cover the expenses for the organization. He encouraged Council to support the importance of the DSP to the Downtown District. He explained that many people have spent years trying to unify the downtown area through dedication and hard work. Through the many challenges presented, business owners chose to tax themselves to move the organization forward. He stated his belief that Council's decision in July of 2002 displayed a lack of concern and objectivity to the needs of the managing organization. He pointed out that the visitor's center is still open although the newsletter isn't being produced due to a lack of funding. He urged Council to treat the organization as a valuable organization for the downtown area.

Michael Fernandez, 4338 N. Scottsdale Road, explained that he is the owner of Pottery Paradise located on Scottsdale Road which has been in business 52 years. He stated his opposition to the DSP's request for additional funding for the following reasons: 1) he felt the area grant money is not spent equally among the six districts that contribute into the fund, 2) he opposed the Executive Director's raise since the DSP feels they do not have enough funding, 3) he felt the organization should cut back on expenses, and 4) he felt the renewal of the building leases should have been handled differently. He expressed his belief that things have not changed in the way the DSP operates.

Dwayne Richard, 7044 E. 5th Avenue, spoke as the Executive Director of the DSP. He explained that the DSP follows a process that was set up upon the organization's formation to recognize districts. The process must be followed in order for an organization to reach the status of receiving area grants. To date, he explained that one district has never applied, while a second made various initial attempts that were all withdrawn.

Vice Mayor Ortega questioned the cost of the farmer's market since it seems like an activity that strengthens the area. Mr. Richard explained that the farmer's market was used last year as a way to strengthen the downtown by spending over $12,000 in advertising to promote the event. This year, the event has been part of the overall marketing campaign and has not received specific attention since it is now an established event.

In response to additional questions, Mr. Richard explained that there are currently four districts that are recognized as viable retail districts in the downtown. They include Old Town, Main Street, Marshall Way, and the Fifth Avenue Area. The only one that is vague as far as its boundary is the Fifth Avenue area since it is has always included the areas around Fifth Avenue rather than just the street itself. One of the concerns that the retailers had when the DSP was being considered is that the individual districts

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would lose their identities; therefore, a compromise was made to set aside a portion of the funds aside for area grants.

Councilman Silverman questioned the $3,000 expenditure on the partnership budget overview under salaries. Mr. Richard explained that the money was used to pay the marketing director's salary for the two-week period she was with the organization.

Marilynn Atkinson, 3957 N. Brown Avenue, spoke on behalf of some of the downtown constituents. She explained that they feel the money the organization owes the city from the formation of the district should be forgiven. If Council grants any additional funds for the DSP, she would like to see the money earmarked for an all-downtown brochure. She pointed out that there is not currently a program for spring training and stressed the importance of the event on local businesses. She explained that since the $97,000 was given to DSP, there has not been an approved budget because the organization is running at a deficit. The constituency felt that a budget should have been compiled at the time the money was allocated to DSP. She noted that the visitor's center is not open on weekends and is closed between Christmas and New Years. She felt the office and visitor's center hours should correspond to when tourists are likely to require assistance. She questioned DSP's practice of only requiring one signature on their checks and stated her belief that it is time to shut down the DSP and regroup.

Mayor Manross closed public testimony. Two additional comment cards were received in favor of item 18 while one additional comment card was received opposing item 18 from residents not wishing to speak.

In response to questions from Vice Mayor Ortega, Mr. Huntress explained that the DSP have had organizations throughout the city request help in funding events. He pointed out one instant when the organization provided funding to bring the "Great Race" into the city. He noted that it has been very difficult for the DSP to obtain corporate sponsorships due to the difficult economy. He explained that the organization is currently without funding for current events. In the past, $24,000 was budgeted for special events. He explained that funding for the downtown brochure is still in the budget although the monthly newsletter was eliminated.

Mr. Huntress confirmed for Vice Mayor Ortega that the organization feels it is extremely important to have a presence on the street. He pointed out that the DSP would love to be able to keep the visitor's center open eight hours per day, 7 days per week. Although the volunteer program is strong, no one wants to man the facility at certain times.

Ms. Edgar clarified for Council that staff tried to create a resolution that work for any scenario that Council wished to pursue. She pointed out that Resolution 6213 was included in Council's packets for review. The resolution allows for minor adjustments once Council has decided on a particular course of action.

Attorney Pennartz explained that the intent is not to require the City Council to go through the detailed blanks in the document. Council would make a monetary decision after which staff would go through and make the resolution fit Council's decision.

Vice Mayor Ortega explained that the city fronted some money to create the organization, which has been in business for over 5 years. He explained that the group has taxed themselves over $2.5 million. Over that period of time, the city has contributed approximately $50,000 per year, or approximately a quarter of a million dollars. He explained his belief that the downtown constituency have been very good stewards of their own taxation.

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VICE MAYOR ORTEGA MOVED TO **ADOPT** RESOLUTION 6213 AND **APPROVE** USE OF THE $59,500 EMSD ASSESSMENT FUNDS BY THE EMSD TO BE ALLOCATED $30,000 TO SPECIAL EVENT FUNDING AND $29,500 TO BE USED FOR DSP OPERATING EXPENSES. COUNCILWOMAN LUKAS SECONDED THE MOTION WHICH FAILED 3/4 (D.O., W.E., R.L., T.S.)

Councilwoman Lukas explained her belief that it is time to help out the downtown area. She felt the group represents the downtown and is a valuable organization. She pointed out that everyone is aware of the difficult economic times and should acknowledge that the DSP is having difficulty acquiring corporate funding.

In response to questions from Councilman Littlefield, Ms. Edgar explained that the $59,500 is Enhanced Municipal Services District funds that must be used for EMSD items. She confirmed that repayment to the city would be an acceptable use.

Councilman O'Hearn clarified that there was an agreement to reimburse the city for the funds it fronted to create the DSP. Furthermore, there is approximately $60,000 of EMSD funds that are being held and can be distributed in the following three ways: 1) to DSP management, 2) repay the taxpayers, or 3) for special events. He stated his belief that there is an obligation to pay back the money owed the city although he is willing to forgive a portion of the debt.

Mayor Manross expressed her belief that every dollar is important. She explained her opinion that the city has not supported the DSP's efforts enough over the years. She pointed out that the organization was taken back by Council's decision to split the responsibilities up between another firm and the DSP. She felt it has been especially difficult ever since.

Councilman Silverman reminded everyone that Council increased the city's contribution from $50,000 to $100,000 in July.

Councilman Ecton expressed his opinion that Council is ignoring some of the basic issues in forgiving what he called mismanagement of funds and the organization itself. He pointed out that Council voted in July to grant $97,000 to the support the downtown. The DSP was given the budget, which they ignored. He stated that they decided to spend more money than they had allocated to them and now are asking for more.

Councilman Littlefield explained that he didn't feel the city was getting their money's worth in the first five years of DSP's existence. He stressed that he didn't like the product or the level of personal bickering in the downtown. Nevertheless, he explained that he was persuaded that the EMSD needed to be preserved. He explained that his vote to separate the marketing effort has not turned out as he had hoped. He stressed that he still doesn't like the product and believes the level of bickering has increased. He compared the Convention and Visitor's Center with the EMSD indicating that the two organizations are as different as night and day. The Convention and Visitor's Center product is better, advertising is better, and the organization operates effectively.

COUNCILMAN O'HEARN MOVED TO **ADOPT** RESOLUTION 6213 ALLOCATING $30,000 OF THE $59,500 IN EMSD ASSESSMENTS TO THE CITY'S GENERAL FUND WITH THE REMAINING $29,500 TO BE ALLOCATED TO DSP FOR SPECIAL EVENT FUNDING, AND **APROVE** THE RELEASE OF THE $99,813.15 OBLIGATION OF EMSD TO REPAY THE

GENERAL FUND ACCOUNT FOR THE ORIGINAL CREATION EXPENSES. COUNCILMAN SILVERMAN SECONDED THE MOTION WHICH CARRIED 4/3 (C.L., M.M., D.O.)

Public Comment - None

City Manager's Report - None

Mayor and Council Items - None

Adjournment

With no further business to discuss, Mayor Manross adjourned the meeting at 9:16 P.M.

SUBMITTED BY:

Ann Eyerly

Ann Eyerly, Council Recorder

REVIEWED BY:

Carolyn Jagger

Carolyn Jagger, Deputy City Clerk

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CERTIFICATE

I hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Regular City Council Meeting of the City Council of Scottsdale, Arizona held on the 21st day of January 2003.

I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this _____ day of January 2003.

_____
CAROLYN JAGGER
Deputy City Clerk