

**NOTICE OF REGULAR MEETING  
COMMON COUNCIL OF THE CITY OF COOLIDGE  
MONDAY, JANUARY 24, 2011 - 7:00 P.M.  
COUNCIL CHAMBERS – 911 S. ARIZONA BOULEVARD  
PINAL COUNTY, COOLIDGE, ARIZONA**

***Members of the City of Coolidge City Council will attend either in person or by telephone conference call or video communication.***

**CALL TO ORDER:**

1. Pledge of Allegiance
2. Roll Call

**PRESENTATIONS:**

3. Update on the Pima-Maricopa Irrigation Project
4. Presentation by the O’Odham Tash Committee
5. Presentation by United Way on Community Impact Results for 2010 and the Volunteer Income Tax Assistance (VITA) Program
6. Presentation by the Coolidge Youth Coalition
7. Employee of the Quarter – MaryLou Martinez

**CALL TO THE PUBLIC**

*THE PROCEDURES TO FOLLOW IF YOU ADDRESS THE COUNCIL ARE:* COUNCIL REQUESTS THAT YOU EXPRESS YOUR IDEAS IN FIVE MINUTES OR LESS AND REFRAIN FROM ANY PERSONAL ATTACKS OR DEROGATORY STATEMENTS ABOUT ANY CITY EMPLOYEE, A FELLOW CITIZEN, OR ANYONE ELSE WHETHER IN THE AUDIENCE OR NOT. THE MAYOR WILL LIMIT DISCUSSION WHENEVER HE DEEMS SUCH AN ACTION APPROPRIATE TO THE PROPER CONDUCT OF THE MEETING. AT THE CONCLUSION OF AN OPEN CALL TO THE PUBLIC, INDIVIDUAL MEMBERS OF THE COUNCIL MAY RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE COUNCIL, MAY ASK STAFF TO REVIEW A MATTER OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS OF THE COUNCIL SHALL NOT DISCUSS OR TAKE LEGAL ACTION ON ANY MATTERS DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

**BUSINESS:**

8. Consider approval of additional street closures: **Main Street** north from Coolidge Avenue to Roosevelt Avenue; and **Roosevelt Avenue** east from Main Street to 1<sup>st</sup> Street for the O’Odham Tash Parade being held on Saturday, February 19, 2011. **Discussion and action.**
9. Consider approval of a Special Event Liquor License submitted by Mr. Steven Hudson for the Knights of Columbus/St. James Catholic Church located at 401 W. Wilson Avenue, Coolidge, Arizona, for their annual St. James Festival to include a beer garden on Sunday, February 27, 2011. **Discussion and action.**

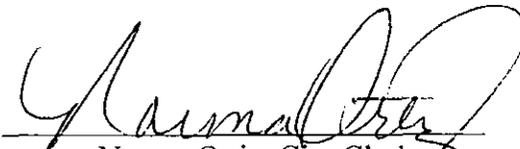
10. Consider approval of a Liquor License Transfer for License #09110070 submitted by Mr. David Leonard Hutchins as new owner for The Ruins Village Store located at 1140 N. Arizona Boulevard, Coolidge, Arizona. **Discussion and action.**
11. Consider approval of a Liquor License Application #09117002 submitted by Mr. Kim Kenneth Kwiatkowski for the Circle K Stores located at 1250 N. Arizona Boulevard, Coolidge, Arizona. **Discussion and action.**
12. Consider approval of entering into a License Agreement between the American Society of Composers, Authors and Publishers (ASCAP) and the City of Coolidge to allow music to be played on City premises, events, and functions. **Discussion and action.**
13. Special Use Permit request submitted by the City of Mesa to designate property they own in the Agricultural Zone, to construct a Private Minimum/Medium Security Correctional Facility in Coolidge between Storey and Steele Road, west of Fast Track Road. **Public Hearing. Discussion and action.**
14. Consider approval of entering into an Airport Development Reimbursable Grant Agreement between the State of Arizona Department of Transportation and the City of Coolidge for funding in the amount of \$5,075 for installation of the Automated Weather Observation System (AWOS) at the Coolidge Municipal Airport. **Discussion and action.**
15. Consider approval of the Authorization of Services 10-01 Amendment 1 between the City of Coolidge and Wilcox Professional Services of Arizona, LLC for Construction Management services on the Automated Weather Observation System (AWOS) at the Coolidge Municipal Airport; authorizing staff to issue the Notice to Proceed. **Discussion and action.**
16. **Resolution No. 11-01;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, designating an area within the City of Coolidge as an entertainment district. **Discussion and action.**

## REPORT FROM THE MAYOR-COUNCIL AND/OR CITY MANAGER

### ADJOURNMENT

THIS NOTICE IS POSTED IN ACCORDANCE WITH THE CITY CODE 2-4-1 OF THE CITY OF COOLIDGE AND A.R.S. §38-431, ET SEQ. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND THIS MEETING.

DATED this 19<sup>th</sup> day of January, 2011

  
Norma Ortiz, City Clerk

PERSONS WITH DISABILITIES NEEDING REASONABLE ACCOMMODATIONS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETERS, SHOULD CONTACT THE ADA COORDINATOR AT (520) 723-5361 OR TDD LINE (520) 723-4653 NO LATER THAN 10:00 A.M. JANUARY 24, 2011.

*The Agenda and all supporting documents and materials pertaining to this Agenda together with Staff and Department Reports are available for viewing in City Hall and the Library during normal business hours.*

POST: 1-19-11

TIME: 5:00 P.M.

# Canals in central Pinal County undergoing repairs

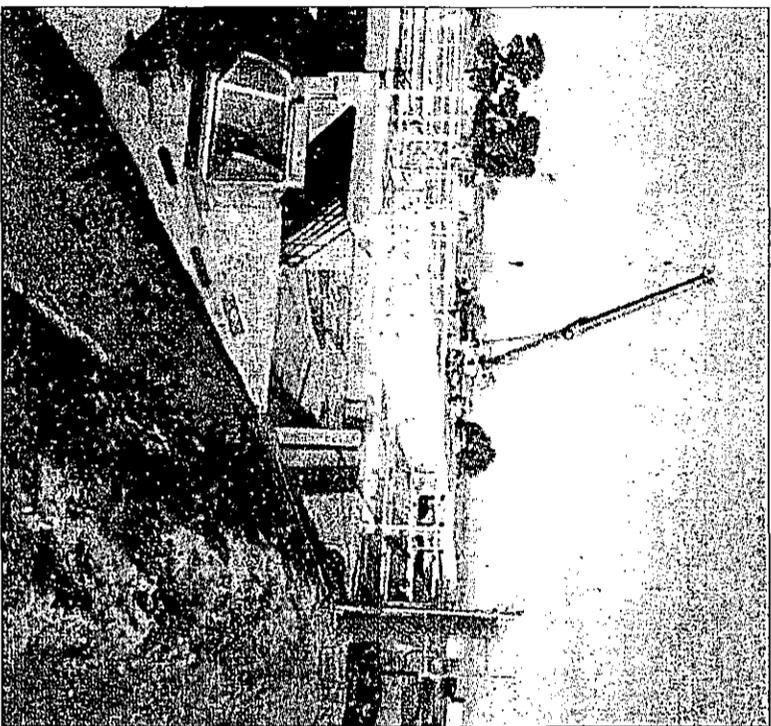
## Pima-Maricopa Irrigation Project urges public to use caution around trucks, construction crews

BY CORI TAGG  
Examiner Intern

Coolidge began in October 2010 and is expected to be finished by April 2012.

The Pima-Maricopa Irrigation Project, a joint-works project under direction of the San Carlos Irrigation Project, is working to renovate the canal system that services farmers on the Gila River Indian Community and neighboring cities in central Pinal County. Construction on the Pima Canal between Christensen and Macrae roads in

Coolidge began in October 2010 and is expected to be finished by April 2012. The entire project, which will be going up to Arizona 87, is expected to be completed by mid-2013, according to lead project manager David DeJong. "There will be a lot more people, a lot more trucks and a lot more activity," DeJong said. "So there is a greater potential for people to be impacted."

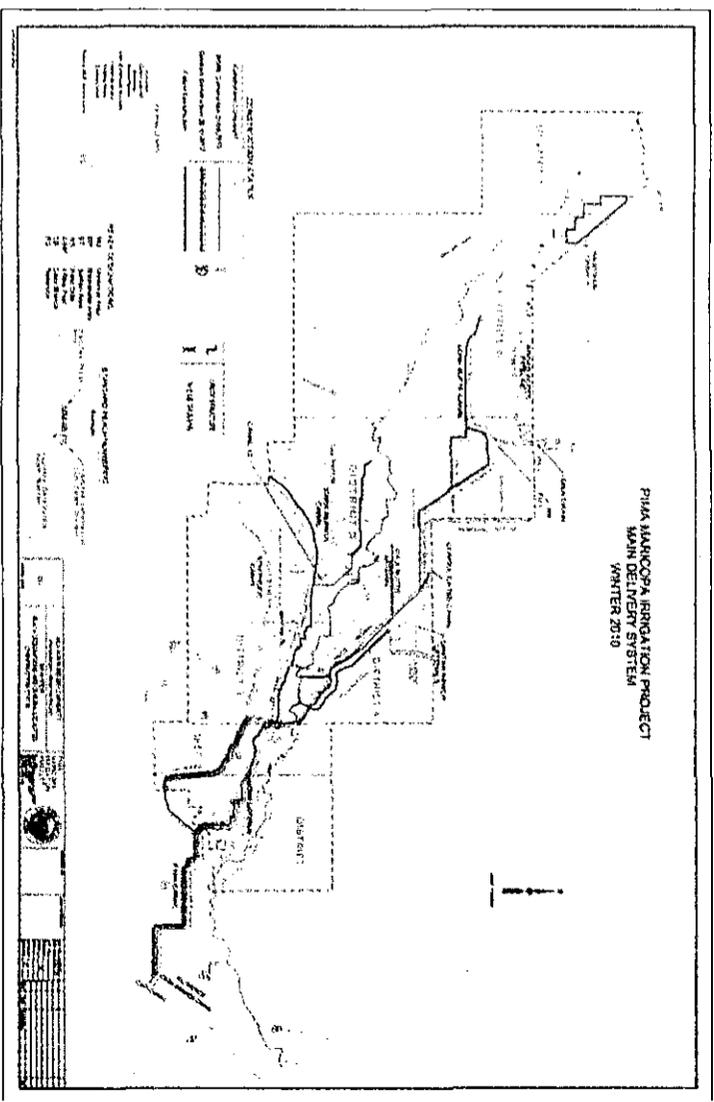


Staff photo by Matt Lewis  
The Pima-Maricopa Irrigation Project has been working with contractor R&L Brosamer to line a portion of the canal that runs through Coolidge.

There will be no fiscal impact on the City of Coolidge, funding for the Pima-Maricopa Irrigation Project is provided by the Arizona Water Settlement Act of 2004 and a master repayment contract with the Bureau of Reclamation through the Gila River Indian Community. The Pima-Maricopa Irrigation Project has been working with contractor R&L Brosamer to line the portion of the canal that runs through Coolidge. They will be working seven days a week to get the job done before the end of the dry season on Jan. 31. Brosamer is hoping to reach Arizona 87 by that time. "Farmers will not be without water," DeJong said. "We want to make that very clear." Brosamer will begin work again in March, this time on

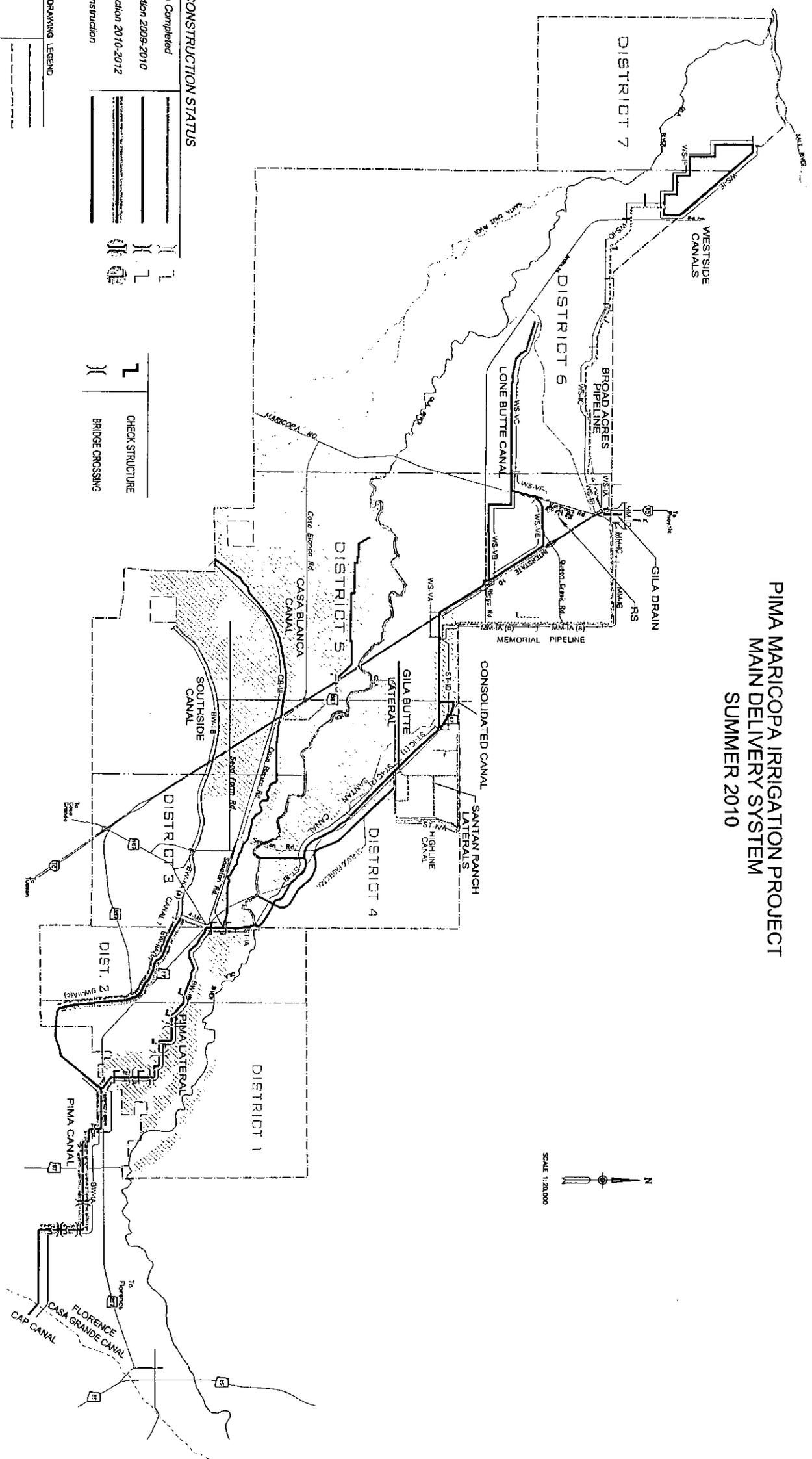
both sides of Arizona 87 to clear shrubbery that has grown near the canal. They will also build up the operation and maintenance roads lining the canal, DeJong said. They will not work on the canal again until late this year when another dry-up is scheduled. They will also be moving multiple power lines that currently cross the canal underground. "It will be an improvement for public safety," DeJong said. Diablo Sand and Gravel, located on Kenworthy Road, will be providing most of the material they will be using to build up the embankment. Diablo Sand and Gravel will also be used further along the project when AIMS Construction will be rebuilding a levee near Arizona 387. DeJong

said there could be as many as 100 trucks a day coming in and out of Diablo when they begin construction in late January. That construction will most affect people who take the Arizona 87 into Chandler, DeJong said. "It is a matter of public safety that people be aware and use caution," DeJong said. "Because wherever there is construction there is going to be a lot of equipment, trucks and material." If you would like more information on the project, DeJong will be presenting this and more on Jan. 24 at the city of Coolidge council meeting at 7 p.m.



The Pima-Maricopa Irrigation Project is a joint-venture project between the City of Coolidge and the Pima-Maricopa Irrigation Project. Photo submitted by David DeJong

# PIMA MARICOPA IRRIGATION PROJECT MAIN DELIVERY SYSTEM SUMMER 2010



### CONSTRUCTION STATUS

Construction Completed		1
ARRA Construction 2009-2010		1
Contract Construction 2010-2012		1
Future Construction		1

### DRAWING LEGEND

	Alignment (Open Channel)
	Alignment (Buried Pipeline)
	CRIC Community Boundary
	District Boundary
	Existing Piers
	Existing Canals
	Existing SCIP Service Lands

### REACH DESIGNATIONS

MM	Memorial Area
BW	Blackwater Area
ST	Santan Area
WS	West Side
4-MP	4-Mile Post
CB	Casa Blanca
RS	Reservoir

### STANDARD REACH NUMBERING

(Example)

Indicates Construction Area

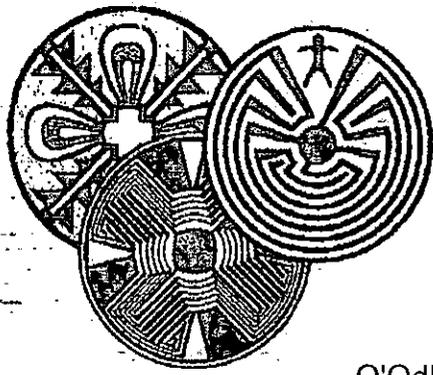
Indicates Reach

Indicates Construction Reach Number

**MM-IB (1)**

D:\pimamarcopa\GIS\PROJECTS\ARRA\2009-2010\1-ARRA-1.dwg, 9/15/2010 8:35 AM, DCE-KONKON, MINOTA, T. GOSWAMI

DRAWING TITLE	EX-1 GILA RIVER INDIAN COMMUNITY PIMAMARICOPA IRRIGATION PROJECT MAIN STEEL REACH DESIGNATIONS AND GENERAL LOCALITIES CONSTRUCTION STATUS		PROJECT NO. SHEET NO. DATE
---------------	--	--	----------------------------------



# O'ODHAM TASH

Indian Days

February 16, 17, 18, 19, 20, 21, 2011

We would like to welcome you to a "gathering of the people". O'Odham Tash Indian Days is a celebration of the people with traditional ceremonial dances, parade, fine arts, craft show and rodeo. O'Odham Tash is in its 44th year where the culture of O'Odham is combined from our immediate neighbors the Tohono O'Odham Nation, Ak Chin Indian Community and Gila River Indian Community.

The theme for the 2011 O'Odham Tash celebration is "O'Odham Tash Honoring Traditions, Heroes, and the O'Odham People". Events will be held at the Pinal County Fairgrounds located at 11-mile Corner - 11 miles east of Casa Grande, 11 miles south of Coolidge, 11 miles north of Eloy. The parade and softball tournament will be held in Coolidge.

Events encompass a parade, an Indian Pow Wow, a Native American rodeo hosting over a hundred competitors, a fast-pitch softball game, a dance and a carnival. The festival allows vendors from all walks of life to sell food, beautiful Native American jewelry, paintings, sand sculptures and woven baskets. All-profits will fund scholarships and achievement awards to Native American students.

The O'odham Tash began from humble beginnings 44 years ago when the town of Casa Grande held a BBQ as a way to thank the Native Americans around the area for their patronage of local businesses and to recognize the contributions to the traditions and culture of the region. The tradition continued and grew into the multi-faceted event of today - to recognize Native American history and tradition. The event has become Arizona's largest and oldest event of this kind and has evolved into an event that attracts crowds from all over the world who gather for an annual rodeo, parade, powwow, arts and crafts fair, musical entertainment and other cultural events.

From the Tohono O'odham Nation in the south to the Gila River Indian Community and Salt River Pima-Maricopa Indian Community in the north to the smaller Ak-Chin Indian Community, there is a wealth of culture and heritage to experience. The surrounding O'Odham tribal communities enrich our lives while sharing their heritage, beliefs, beautiful crafts, songs and dances, delicious foods. Although the O'odham bands are four federally recognized tribes - the Tohono O'odham Nation, the Gila River Indian Community, the Ak-Chin Indian Community and the Salt River (Pima Maricopa) Indian Community - each band is politically and geographically distinct and separate.

All of the groups speak the O'odham language which derives from the Uto-Aztecan language of southern Arizona and northern Sonora where the Tohono O'odham (people of the desert) and Pima (Akimel O'odham - River People) reside. Also with distinct backgrounds and cultures, two communities are comprised of two Native American tribes: the Pima and the Maricopa ("Xalychidom Piipaash" - People who live toward the water). Each group has varying dialects. - The O'odham language is the 10th most-spoken language in Arizona, the 3rd most spoken indigenous language in Arizona after Apache and Navajo. It is the 3rd most-spoken language in Pinal County.



Please join us in celebrating the O'odham people and their traditions.

**P.O. Box 11165 • Casa Grande, AZ 85230-1165 • (520) 836-4723 • FAX (520) 426-9029**

# The 44th Annual O'Odham Tash Indian Days

## February 16, 17, 18, 19, 20, 21, 2011

### Schedule of Events

The O'odham Tash Fair and All-Indian Rodeo is held every year over the four-day weekend in mid-February. This event has grown to be one of the largest Native-American festivals in the United States and draws dozens of tribes to take part in a celebration of native peoples. Events include an all-Indian rodeo, arts and crafts, ceremonial dance displays, rodeo-queen pageant, parade and co-ed softball tournament.

#### **NEW LOCATION**

Rodeo, Powwow, arts and crafts, carnival will be held at Pinal County Fairgrounds - 512 South 11-mile Corner (I-10 exit 194), AZ Hwy 287 east

**ADMISSION:** Adult \$15, Senior \$12, Children \$8

« The parade will proceed through the main thoroughfares of Coolidge. »»

« Sporting event will be held at Kenilworth Sports Complex, Coolidge. »»

#### **All Indian Rodeo - February 18, 19, 20, 21**

Friday 1:00 p.m.; Saturday 1:30 p.m.; Sunday 1:00 p.m.; Monday noon

The rodeo attracts competitors from across the country and as far as Canada. Rodeo events tend to include bareback and saddle bronc horse riding, barrel racing, bull riding, roping and a wild horse race.

#### **Arts and Crafts - February 18, 19, 20**

Friday and Saturday 10:00 a.m. to 6:00 p.m.; Sunday 10:00 a.m. to 5:00 p.m.

#### **Chicken Scratch Dance - February 18, 19, 20**

Friday 7:00 p.m. to 1:00 a.m. - "Honoring the Rodeo Queen"

Saturday 7:00 p.m. to 1:00 a.m.; Sunday 7:00 p.m. to ?

#### **Gourd Dance and Social Pow Wow - February 19, 20**

Gourd Dance: Saturday: 1:00 a.m.; Sunday 11:30 a.m.

Powwow: Saturday - Grand Entry 2:30 p.m. and 7:00 p.m.; Sunday 2:00 p.m.

The Gourd Dance is a traditional dance of the past, present and future warrior.

The powwow, a social event, is a highlight and draws large crowds of participants and observers. The powwow features traditional dances and singing. It is a great way to witness the beauty of the Native American culture.

POC 520-450-1338

#### **Men and Women's Fast Pitch - February 11, 12, 13**

#### **Co-ed Softball Tournament - February 18, 19, 20**

Kenilworth Sports Complex, 671 E. Coolidge Avenue, Coolidge POC 520-450-1336

#### **Parade - February 19 - 9:00 a.m. - Coolidge**

The parade generally features approximately 70 Native American and non-Native American entries and categories include floats, marching groups, marching bands, feature riders, mounted groups, antique vehicles, unclassified and novelty entries. POC 520-836-1022

#### **Carnival - February 16, 17, 18, 19, 20, 21**

Purchase advance unlimited ride tickets (\$18) from the O'Odham Tash Office.

O'Odham Tash Indian Days, Inc.

512 Eleven Mile Corner Road

P. O. Box 11165, Casa Grande, AZ 85130-1165

520-836-4723 - fax 520-426-9029



**Norma Ortiz**

---

**From:** Ricardo Banuelos [ricardo.banuelos@unitedwayofpc.org]  
**Sent:** Thursday, December 30, 2010 3:24 PM  
**To:** normao@coolidgeaz.com  
**Cc:** Admin Assistant  
**Subject:** United Way of Pinal County Presentation to Council

Hello Norma,

I will be conducting the presentation to council on January 24<sup>th</sup>. It will be about 5 minutes followed by some time for the council to pose any questions. The presentation will touch on United Way's Community Impact Results for 2010 as well as on the Volunteer Income Tax Assistance Program. A 2 sheet handout will be used which I will e-mail to you as soon as it is finalized.

Thank you,

Ricardo Banuelos  
VITA Program Manager  
P.O. Box 10541  
Casa Grande, AZ 85230  
520-836-0736

GIVE. ADVOCATE. VOLUNTEER.  
LIVE UNITED.™

United Way  
of Pinal County



1/12/2011



United Way  
of Pinal County

## 2009-2010 Results

### Focused on the Building Blocks of a Good Life

Reach out a hand to one and influence the condition of all.

<b><u>Education</u></b>	<b><u>Income</u></b>	<b><u>Health</u></b>
<p><b>Adult Literacy:</b></p> <ul style="list-style-type: none"> <li>• 159 individuals received adult literacy and GED preparation services.</li> <li>• 76 individuals attended Financial Education Classes.</li> </ul> <p><b>Youth Education:</b></p> <ul style="list-style-type: none"> <li>• 618 Elementary students received instruction on the negative effects of "bullying" while learning the Six Pillars of Character.</li> <li>• 2,886 volunteers participated in the annual "Read to Kids Day."</li> <li>• 3,512 children received a book of their own to take home from the "Read to Kids Day."</li> <li>• 6,398 books were distributed throughout Pinal County.</li> <li>• 14 cities in Pinal County participated in "Read to Kids Day."</li> <li>• 3,853 high school, middle school and elementary students in Apache Junction, Florence, Queen Creek, and Maricopa received violence prevention presentations, including the topic of "bullying."</li> </ul>	<p><b>Volunteer Income Tax Assistance:</b></p> <ul style="list-style-type: none"> <li>• \$719,433 of federal funding revenue was generated into the Casa Grande area through tax preparation.</li> <li>• \$80,600 was saved by Pinal County modest income taxpayers.</li> <li>• \$332,817 in Earned Income Tax Credit.</li> <li>• 431 Income Tax Returns were prepared.</li> </ul> <p><b>Self Sufficiency:</b></p> <ul style="list-style-type: none"> <li>• 757 individuals received emergency assistance services.</li> <li>• 124 individuals received disaster relief services.</li> <li>• 233 individuals received domestic violence assistance and training.</li> <li>• 13,143 received emergency food box assistance from Pinal County Food Banks.</li> <li>• 9,341 hot lunches were served to adults and children</li> </ul>	<p><b>Domestic Violence Counseling:</b></p> <ul style="list-style-type: none"> <li>• 104 individuals received domestic violence counseling.</li> </ul> <p><b>Independent Seniors:</b></p> <ul style="list-style-type: none"> <li>• 208 grandparents received assistance in dealing with issues while raising their grandchildren.</li> <li>• 87,028 nutritional, well balanced meals were served in Apache Junction, Coolidge, Eloy, Florence, Casa Grande and throughout the mountain communities of eastern Pinal County.</li> <li>• 227 senior citizens, living alone, received emergency alert pendants.</li> </ul>

In 2009

Over 126,000 residents of Pinal County were helped because you donated to  
United Way of Pinal County!

**GIVE. ADVOCATE. VOLUNTEER.**

**LIVE UNITED.** 

UNITED WAY OF PINAL COUNTY  
402 E. 10<sup>th</sup> St.  
Casa Grande, AZ 85122  
520.836.0736

[www.unitedwayofpc.org](http://www.unitedwayofpc.org)

**IT'S NOT TOO LATE TO HELP!**

The clock is always ticking for Pinal County residents who rely on the programs and services supported through the annual United Way Campaign. Every dollar counts! Your donation remains in Pinal County to support those programs that are working hard to make a difference in the lives of Pinal County residents.

Check out these examples of the impact your donation can make in your community.

**11:00 am** – In order to keep his monthly doctor's appointment, an 85 year old man catches the Ride Choice, a free transportation service of **East Valley Adult Resources** in Apache Junction.

**12:00 pm** - An elderly couple, ages 78 and 81, receive their hot, nutritious lunch at home from the **Meals on Wheels Program** through Pinal-Gila Council for Senior Citizens.

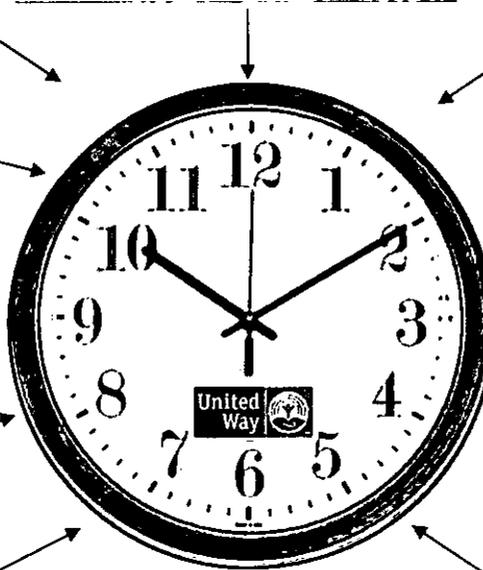
**1:00 pm** - A father of 4, who has donated in the past, is recently unemployed and makes a visit to the **Salvation Army** for help with their electric bill so it won't be shut off.

**10:00 am** - A 16 year old high school dropout attends a "youth in transition" program to receive tutoring, mentoring, and independent living skills & job readiness class at **Coolidge Youth Coalition**.

**9:00 am** – A 69 year-old grandmother receives counseling from a counselor at **Seeds of Hope** on issues she is having in dealing with her 13 year old granddaughter who is now living with her on a full-time basis.

**8:00 am** – **Against Abuse** takes in a woman and her 2 children after a night of abuse, giving them a safe place to stay and to learn what steps to take to start over.

**7:00 am** – A father drops off his 2 year –old daughter at the home of a neighbor, knowing that she will be well-cared for as a result of the neighbor's participation in the **Family, Friends and Neighbors Child Care Program**, of United Way of Pinal County (FFN).



**2:00 pm** - The elementary school bus drops off 6 kindergarten children at the **Boys and Girls Club of East Valley** in Apache Junction where they will participate in the **Kidzlit**, a program that will help them improve their reading skills and vocabulary, and foster their ability to work with others.

**3:00 pm** – A single mother with two children both under the age of three, calls **Fast and Indispensable Temporary Help Ministries, Inc. (F.A.I.T.H. MINISTRIES, INC.)** for assistance with rent payments so she will not be evicted from her rental home.

**4:00 pm** – A recently unemployed man, lines up for the food box distribution at the **Tri-Community Food Bank** in Mammoth where he will receive a box of groceries for his family of 4.

**5:00 pm** – A group of elementary students, kindergarten through 3<sup>rd</sup> grade, are receiving instruction on the negative effects of "bullying" and learning to choose positive alternatives to respond to bullying and intimidation through the **ACE/Maricopa Partnership for Educational Excellence Program**.

**6:00 pm** – middle aged woman, disabled and homebound, receives an emergency notification device to summon help from emergency services thereby ensuring her safety and independence. This device is provided through **Community Action Human Resources Agency (CAHRA)**.

Please make your commitment today. You may go United Way's website, [www.unitedwayofpc.org](http://www.unitedwayofpc.org), and make a donation using a credit/debit card. If you have any questions, please feel free to contact the United Way office, 520-836-0736, at any time.

**LIVE UNITED.**<sup>TM</sup>



**What is VITA?**

Volunteer Income Tax Assistance is an IRS program that trains and certifies volunteers to prepare *BASIC* tax returns for those with low to moderate income, individuals with disabilities, and elderly taxpayers. Its primary objectives are to provide an affordable certified tax preparation option and to connect low income working families to the fully refundable Earned Income Tax Credit (EITC). VITA also educates about the risks of predatory loan products (RAL's and RAC's).

**What kind of experience is needed to become a volunteer?**

Only the spirit of volunteerism! No other experience is required. If you do your own taxes you're in very good shape.

**What kind of training will I receive?**

Free basic/intermediate income tax law for federal and state such as forms 1040 and related schedules A, B, and C-EZ. You will also receive interview technique pointers and software training.

**How long is the training and when will it be available?**

Training should take approximately 18-25 hours. You have two options: 1) Sign up for the classroom training scheduled for December or January; 2) Log onto IRS.GOV and take the on-line certification modules.

**When will I begin and how many hours do I need to work?**

VITA sites open beginning the 3<sup>rd</sup> week in January thru April. We ask volunteers to work at least one shift per week (approx. 4 hrs/wk). Of Course, you can volunteer as many hours as you are available

**Where will I volunteer?**

Apache Junction, Casa Grande, Coolidge, Eloy, or Maricopa. Days and hours of operation vary by location.

**Can I receive CEUs?**

Yes. CPA's and enrolled agents can receive Continuing Education Credits (CEUs). Certificates are issued in April.

**Are bilingual volunteers needed?**

Yes. Bilingual assistance is greatly needed especially in Spanish.

**What difference will I make?**

You assist low income families and individuals claim every tax benefit for which they qualify. You help boost a family's yearly income by up to 30% and ensure they avoid predatory lending products promoted at some paid tax preparation services.

**I'm interested, whom do I contact?**

Ricardo Banuelos, VITA Program Manager  
[taxhelp@unitedwayofpc.org](mailto:taxhelp@unitedwayofpc.org)  
 (520) 836-0736  
[www.unitedwayofpc.org/vita](http://www.unitedwayofpc.org/vita)

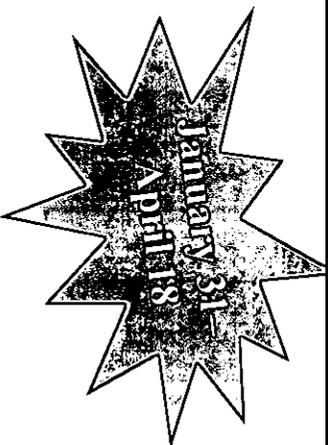
**Submit your 2011 Application Today!**

**What is the Impact in Coolidge?**

	2009 Season	2010 Season	2010 Program Wide Total
# of VITA Sites	1	1	15
Active Volunteers	3	5	49
Volunteer Hours	80	88	847
VITA Clients	48	53	473
Accepted Returns	33	44	431
Amount of Federal Refunds	\$33,732	\$73,020	\$719,433
Amount of EITC	\$12,302	\$34,952	\$332,817
Estimated Savings	\$4,950	\$8,228	\$80,597

**Get to know what it feels like to give back and see results!**

# FILE YOUR TAXES... FREE

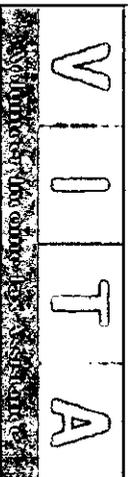


## Do You Qualify?

Family with Dependents  
less than \$48,000 in 2010  
income

Family with No Dependents  
less than \$25,000 in 2010  
income

### A Basic Tax Return



You Earned It. Keep All of It.

## Coolidge Youth Center

660 S. Main St.

**Mondays**

**4:00 p.m. – 6:00 p.m.**

For more information call  
United Way of Pinal County

**520-836-0736**

[www.unitedwayofpc.org/vita](http://www.unitedwayofpc.org/vita)

## What to Bring

- Social Security cards, ITIN cards or official IRS letter for ALL household members
- Picture ID for taxpayer and spouse
- Proof of income, including ALL W2's and 1099 forms
- If filing jointly, both adults must be present to sign

IF Applicable...

- Copy of last year's tax return
- Bank account and routing numbers for Direct Deposit (Safer and faster refund)
- Tax ID# of child care provider
- Receipts with amount of money paid to child care provider

Times subject to change. Call ahead of time to verify hours.  
Call 1-800-352-3792 for other locations throughout Pinal County



United Way  
of Pinal County



## **CHARACTER COUNTS PRESENTATION TO THE COOLIDGE CITY COUNCIL**

Sharon Boyd from the Coolidge Youth Coalition will have an opening remark.

Nicole Lore, Behavioral Health Counselor from West School and CYC Character Counts Chair Person, will speak to the Council about Character Counts!

### **MAYOR SHOPE'S PRESENTATION:**

The Coolidge Youth Coalition has asked the City of Coolidge to recognize the following youth from our community as Students of Character for 2010. These students have been identified by their teachers as examples of what it means to live one or more of the six character traits of: Trustworthiness, Respect, Responsibility, Caring, Citizenship and Fairness. After being nominated, the entries are voted on by the Character Counts committee to select the student or students who best displays these traits. With all 5 CUSD Elementary Schools and Imagine School participating, it is indeed a great honor to be selected as a Student of Character for the month.

The Coolidge Youth Coalition and the City Council supports the Character Counts! education program being used by both the Coolidge Unified School District and Imagine School. Character Counts is a nation-wide character education program that strengthens young lives by teaching core values associated with good character through a nonpolitical and non religious framework. Studies show that Character Counts! cuts misbehavior and improves focus on school.

The CYC and the City of Coolidge would like to thank the following students for showing us that Character Counts in Coolidge! Would you please come up and be recognized by the Council.

Jan 2010:

**Monique Bosquez from West School**

Feb 2010

**Brooke Wieland from Mountain Vista**

March 2010

**Kirk Tsabetsaye from Heartland Ranch**

**Jordan Hayes from Mountain Vista**

April 2010

**Becca Hayes from Mountain Vista**

**Liliana Gonzales from West**

May 2010

**Tristen Gillespie from West**

**Carolina Paterson from Imagine**

Dec 2010

**Joaquin Murrietta from West**

**Charles Hernandez from Imagine**

**Congratulations to all the students, parents and teachers and thank you for coming tonight.**



# City of Coolidge

130 W Central Ave  
Coolidge, AZ 85228  
(520) 723-5361

TDD: (520) 723-4653 / Fax: (520) 723-7910

---

January 24, 2011

**Ms. MaryLou Martinez**  
Housing Rehabilitation Specialist  
Grants Department

Dear MaryLou,

I want to take this opportunity to congratulate you on being selected as the City of Coolidge Employee of the Quarter - October, November, and December 2010.

MaryLou you began employment as Administrative Assistant for the Grants Department on July 5, 2007 and have since moved up to the position of Housing Rehabilitation Specialist. Since the beginning of your employment, your accomplishments have been endless. We appreciate your efficiency, timeliness and hard work with your numerous duties including daily inspections, problem solving with contractors and homeowners and administrative documentation to keep the construction program operating smoothly.

On Saturday December 18, 2010, housing staff was contacted by a single mother of five who advised staff that a water leak had occurred in her house. This unit was undergoing electrical repairs through the Owner Occupied Housing Rehabilitation Program however; no plumbing repairs had been authorized. One of the three bedrooms in the home was flooded and the family could not stay in the house safely.

You responded beyond the requirements of your job by contacting the contractors on a Saturday. When you learned that the problem could not be fixed that day, you met with the family at their house to document the condition of the unit and took the family to the relocation property so they could have a safe place to stay over the weekend. You responded beyond the requirements of your job and focused on the families need for assistance without hesitation and gave of your own personal time freely.

**MaryLou**, on behalf of myself, the Council, staff, and citizens, please accept my personal gratitude for your devoted service and willingness to give of your personal time to assist the residents of your community. Keep up the good work.

Congratulations on a job well done!

Thomas R. Shope  
Mayor

---

Police Department 911 S Arizona Blvd (520) 723-5311	Library 160 W Central Ave (520) 723-6030	Public Works 355 W S 1 <sup>st</sup> St (520) 723-4882	Parks & Recreation 660 S Main St (520) 723-4551	Growth Management 131 W Pinkley Ave (520) 723-6075	Fire Department 103 W. Pinkley Ave (520) 723-5361
---	--	--	---	--	---

*Certificate of*

RECOGNITION

City of Coolidge

**Employee of the Quarter**

October – November - December

2010

*In appreciation for your fine  
performance we hereby present to*

**Marylou Martinez**

*this award recognizing your outstanding  
productivity and dedicated service.*

Dated this 24<sup>th</sup> day of January, 2011

\_\_\_\_\_  
MAYOR

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

<b>SUBJECT:</b> Street Closures	<b>STAFF PRESENTER:</b> Mickey McHugh
---------------------------------	---------------------------------------

**RECOMMENDATION:**

Staff recommends that the Mayor and City Council authorize the closure of Main Street North from Coolidge Ave to Roosevelt and Roosevelt east from Main Street to 1<sup>st</sup> Street for the O’Odham Tash Parade to be held on February 19<sup>th</sup>.

**DISCUSSION:**

The route has been changed to go north on Main Street from Coolidge Ave. to Roosevelt, east on Roosevelt to 1<sup>st</sup> Street where the parade will end.

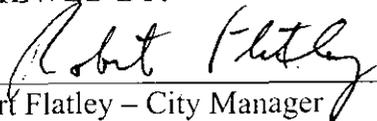
**FISCAL IMPACT:**

None

**Attachments**

Parade Route

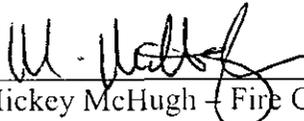
**REVIEWED BY:**

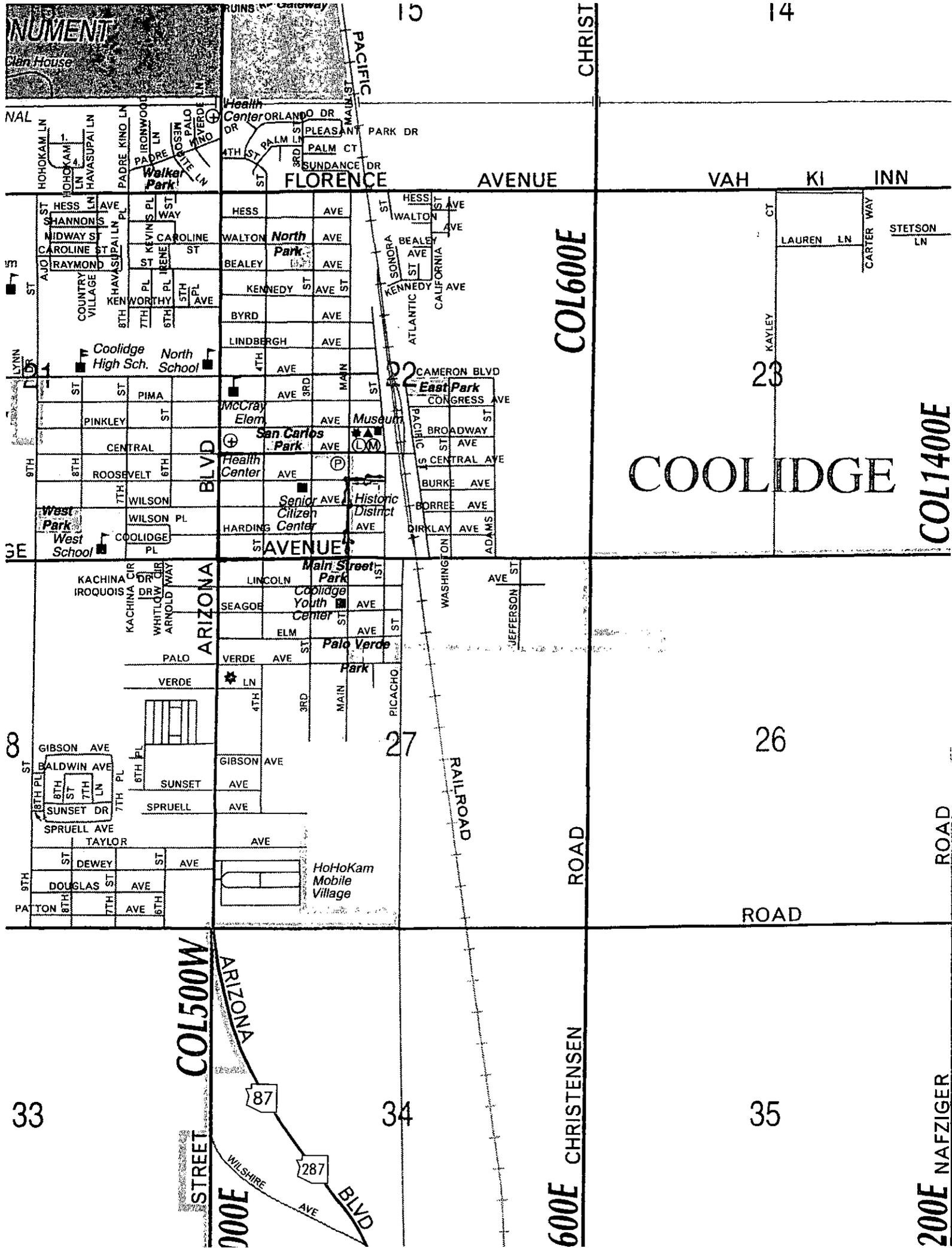
  
Robert Flatley – City Manager

*N/A*  
Lisa Pannella – Finance Director

*N/A*  
Denis Fitzgibbons – City Attorney

**PREPARED BY:**

  
Mickey McHugh – Fire Chief



UMENT  
Plan House

15

14

CHRIST

NAL

FLORENCE AVENUE

VAH KI INN

COL600E

23

COOLIDGE

COL1400E

ST

AVENUE

8

27

26

RAILROAD

ROAD

ROAD

ROAD

33

COL500W

ARIZONA

87

34

35

STREET

000E

WILSHIRE AVE

287

BLVD

600E CHRISTENSEN

200E NAFZIGER

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT:** Application for a Special Event  
Liquor License for St. James Catholic  
Church/Knights of Columbus

**PRESENTER:** Norma Ortiz, City Clerk

**RECOMMENDATION:**

Approve an Application for a Special Event Liquor License submitted by Mr. Steven Hudson on behalf of the St. James Catholic Church/Knights of Columbus for their annual St. James Festival

**DISCUSSION:**

The annual St. James Festival will be held on Sunday, February 27, 2011, this event is a fundraiser for the Church to help with necessary repairs and other costs. There will be food, entertainment for all ages, rides and inflatable jumping castles. Along with the festivities, there will be a beer garden, which requires Council approval.

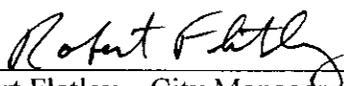
**FISCAL IMPACT:**

None

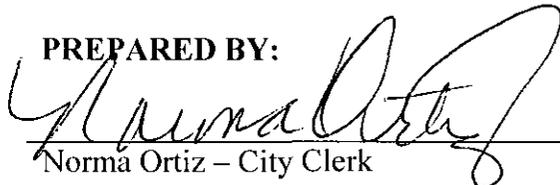
**Attachments**

Letter by Knights of Columbus  
Application for a Special Event Liquor License

**REVIEWED BY:**

  
Robert Flatley – City Manager

**PREPARED BY:**

  
Norma Ortiz – City Clerk

January 11, 2011

Knights of Columbus/St. James Catholic Church  
401 West Wilson Avenue  
Coolidge, AZ 85128-4821  
(520) 723-3063

Coolidge City Council  
City of Coolidge  
130 West Central Avenue  
Coolidge, AZ 85128

Re: Special Event Liquor License

Dear Mayor and Council Members:

The annual St. James Festival will be held on February 27, 2011, this event is a fundraiser for the church to help with necessary repairs and other costs. There will be food and entertainment for all ages including rides and inflatable jumping castles for kids. Along with this year's festivities we are interested in having a beer garden, with Council approval.

Therefore, The Knights of Columbus/St. James Catholic Church hereby request the approval of a special event liquor license for our annual St. James Festival to be held on February 27, 2011 on the church premises'. This event will be a one day celebration where the alcohol will be served in a secure contained area. This activity would follow all state regulations such as, fenced area, trained bar staff, security guards and no alcoholic beverages shall leave the special event premises.

We would like to thank you for your time and consideration in this matter and look forward to getting approval for the license.

The Knights of Columbus would personally like to invite all members of the community and Council to attend this function, it is sure to be a good time.

Thanks again,

A handwritten signature in black ink, appearing to read "Steven R. Deude", followed by a long horizontal line extending to the right.

The Knights of Columbus/St. James Catholic Church



10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)

11. This organization has been issued a special event license for \_\_\_\_\_ days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL  
EVENT LIQUOR SALES.**

Name Knights of Columbus/St. James Catholic Church 100%  
Percentage

Address 401 West Wilson Avenue Coolidge, AZ 85128

Name \_\_\_\_\_ Percentage

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police  Fencing  
2 # Security personnel  Barriers

The Knights of Columbus/St. James Catholic Church will have 2 police and 2 security personnel available to work the event to ensure proper age verification and compliance with all state regulations pertaining to this permit. The area will be secured with visible barriers and markers identifying the permitted drinking area and the rules that apply.

16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?  YES  NO

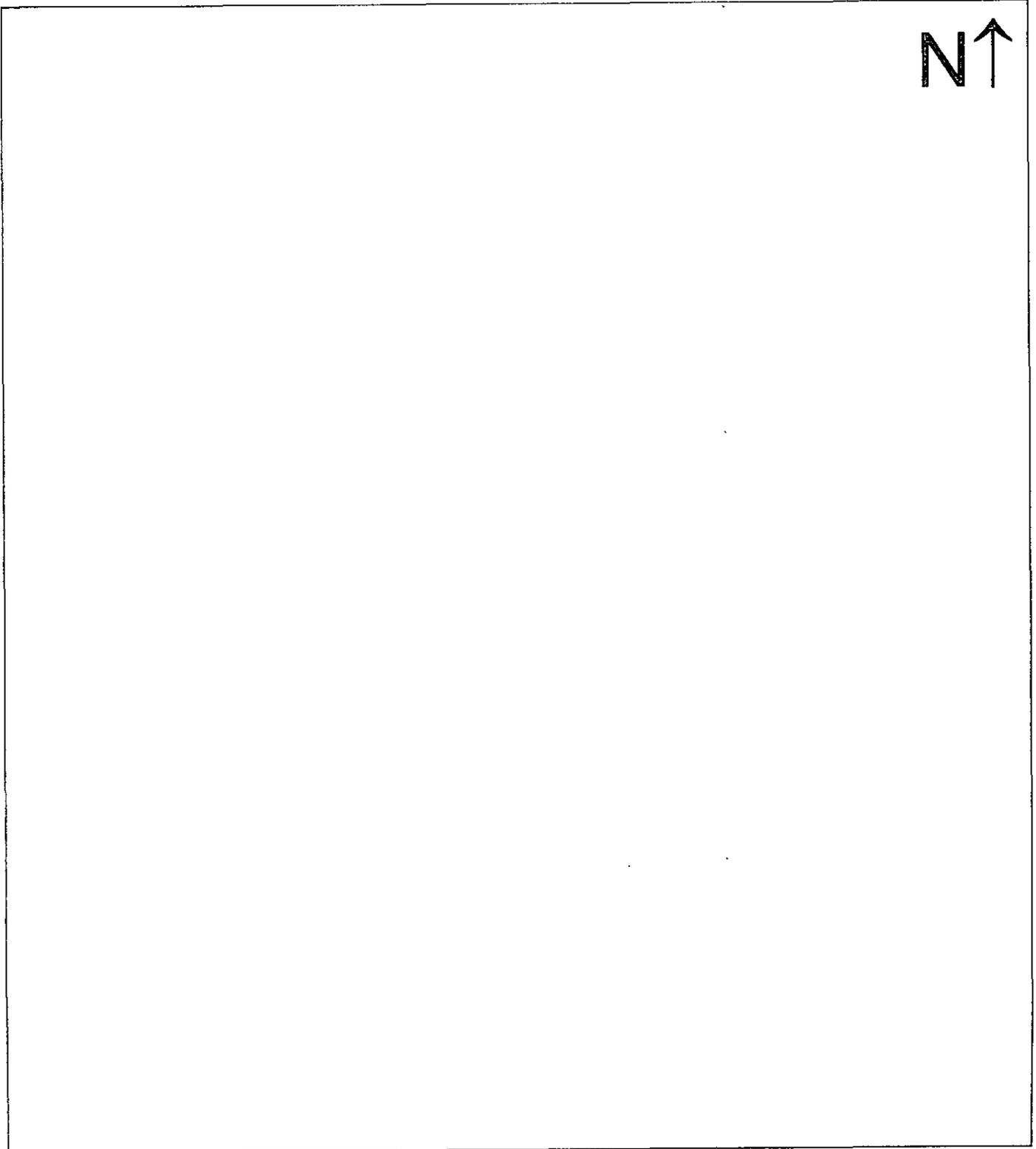
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( )  
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
**(This diagram must be completed with this application)**

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, \_\_\_\_\_ declare that I am an **Officer/Director/Chairperson** appointing the  
(Print full name)  
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X \_\_\_\_\_  
(Signature) (Title/Position) (Date) (Phone #)  
State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

My Commission expires on: \_\_\_\_\_  
(Date) (Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, \_\_\_\_\_ declare that I am the APPLICANT filing this application as  
(Print full name)  
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X \_\_\_\_\_  
(Signature) State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

My commission expires on: \_\_\_\_\_  
(Date) (Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ hereby recommend this special event application  
(Government Official) (Title)  
on behalf of \_\_\_\_\_  
(City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
(Employee) (Date)

APPROVED

DISAPPROVED

BY:

\_\_\_\_\_  
(Title) (Date)

**SERIES: 15 SPECIAL EVENT LICENSE (Temporary)**

**Non-transferable  
On-sale retail privileges**

**PURPOSE:**

**Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.**

**ADDITIONAL RIGHTS AND RESPONSIBILITIES:**

**The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.**

**If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.**

**Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.**

**The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.**

**A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.**

**AVERAGE APPROVAL TIME: One (1) to seven (7) days.**

**PERIOD OF ISSUANCE:**

**Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.**

**FEES: \$25.00 per day.**

**ARIZONA STATUTES AND REGULATIONS:**

**ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.**

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

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT:** Request to approve liquor license

**STAFF PRESENTER:** Joe Brugman, Chief of Police

**RECOMMENDATION:**

Police staff submits for Council review the application for liquor license submitted by the prospective owner, David Leonard Hutchins. Mr. Hutchins is purchasing "The Ruins Village Store" located at 1140 North Arizona Blvd. Mr. Hutchins is requesting a transfer of the license ownership from the current licensee, Robin Odell Lawson.

**DISCUSSION:**

The police department has conducted the required investigation and has found no reason for the denial of Mr. Hutchins application. Mr. Hutchins is a bona fide resident of the State of Arizona, and a U.S. born citizen and was found to have no criminal activity through NCIC/ACIC and has no violations posted with the Arizona Department of Liquor license and Control

**FISCAL IMPACT:**

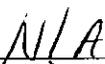
None

**Attachments**

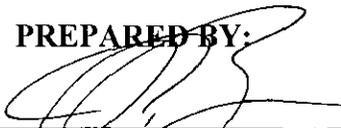
Copy of the State Application for Liquor License

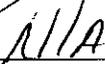
**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley – City Manager

  
\_\_\_\_\_  
Lisa Pannella – Finance Director

**PREPARED BY:**

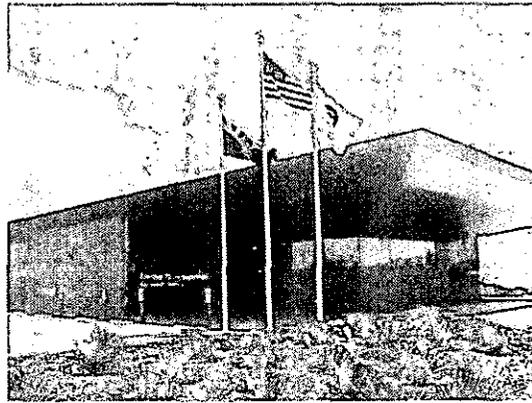
  
\_\_\_\_\_  
Joe Brugman, Chief of Police

  
\_\_\_\_\_  
Denis Fitzgibbons, City Attorney

City of Coolidge  
Police Department  
911 S. Arizona Boulevard  
Coolidge, Arizona 85128-1498

(520) 723 5311  
(520) 723 4016 FAX  
(520) 723 4653 TDD

**Joseph R. Brugman**  
Chief of Police



On Thursday, January 06, 2011, I received an application for a liquor license (09110070) in reference to "The Ruins Village Store" located at 1140 N. Arizona Blvd. Coolidge, AZ. 85128.

The application process is requested to transfer license ownership from the current licensee, Robin Odell Lawson to the prospective new owner, **David Leonard Hutchins**. Hutchins is listed to be the sole owner of The Ruins Village Store and is conducting business under a limited liability company listed as Makalovi, LLC.

A National Database Criminal History report was obtained regarding David Leonard Hutchins and revealed no negative findings.

I contacted Hutchins by phone regarding where he obtained funding for the business. Hutchins informed me that funds for the business were obtained through Wells Fargo bank, via a line of credit.

On the application for liquor License, section #13, the distance and name of the nearest church was listed as 253 feet "Church of Christ" located at 340 W. Vah Ki Inn Rd. The actual nearest church is Central Community Church of God located at 596 W. Vah Ki Inn Rd. The measurable distance between The Ruins Village Store and Central Community Church of God measures 301' 6" which just outside of the 300' horizontal rule according to Arizona Revised Statute/ARS4-207(A)(B).

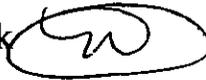
It is my opinion that the application for liquor license submitted to the City of Coolidge is accurate and I have found no reason to deny the application based upon my investigation.

Officer Anthony Kelsh #69

MEMORANDUM

TO: Joe Brugman, Police Chief

FROM: Norma Ortiz, City Clerk



DATE: December 16, 2010

RE: Liquor License Application

The attached application is being submitted for an Interim Permit and Person Transfer from Robin Lewis to David Hutchins for the Ruins Village Store located at 1140 N. Arizona Boulevard.

Can you please check the establishment and let me know if there is any reason this application request should be denied.

Please return to me by January 3<sup>rd</sup>, 2011, so that this request can be placed on the agenda for January 10, 2011.

If you have any questions, please feel free to contact me.

Thank you.

THIS COPY

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, AZ 85007

www.azliquor.gov

602-542-5141

NOT REDACTED

APPLICATION FOR LIQUOR LICENSE DISSEMINATION  
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 09110070

1. Type of License(s): SERIES 9
2. Total fees attached: \$ 2200

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. HUTCHINS, DAVID LEONARD  
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: MAKALOVE, LLC  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: The Ruins Village Store  
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 1140 N. Arizona Blvd, Coolidge, PINAL 85228  
(Do not use PO Box Number) City County Zip
5. Business Phone: 520-723-5200 Daytime Contact: 480-325-1611
6. Is the business located within the incorporated limits of the above city or town?  YES  NO
7. Mailing Address: 1825 N. MAPLE CIRCLE, MESA, AZ 85205-3004  
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type 9 \$70,000 Type \$

DEPARTMENT USE ONLY

Fees: Application 100<sup>00</sup> Interim Permit 100<sup>00</sup> Agent Change \_\_\_\_\_ Club \_\_\_\_\_ Finger Prints \$ 20

TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete?  YES  NO 09110070

Accepted by: AC Date: 12/9/2010 Lic. # 2240<sup>C</sup>

**SECTION 5** Interim Permit:

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

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

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

(Print full name)

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

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

The foregoing instrument was acknowledged before me

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

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

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

10 DEC 9 Lic. Lic. PH 01

**SECTION 6** Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

**SECTION 5 Interim Permit:**

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 09116070
4. Is the license currently in use?  YES  NO If no, how long has it been out of use? N/A

10 DEC 9 11:41 AM '10

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

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

X [Signature] State of AZ County of Maricopa  
 (Signature) The foregoing instrument was acknowledged before me this

My commission expires on [Signature] Day 8<sup>th</sup> day of Dec, 2010  
 (Signature of NOTARY PUBLIC)



**SECTION 6 Individual or Partnership Owners:**

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
HUTCHINS	DAVID	L.	100%	1825 N. MAARÉ CIR.,	MESA, AZ 85205

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 09110070

Issue Date: 7/21/2004

Expiration Date: 8/31/2011

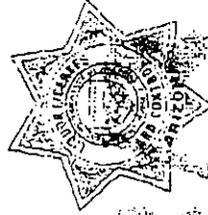
Issued To:  
ROBIN ODELL LAWSON, Agent  
LAZOR INC, Owner

Location:  
RUINS VILLAGE STORE  
1140 N ARIZONA BLVD  
COOLIDGE, AZ 85228

Liquor Store

Mailing Address:

ROBIN ODELL LAWSON  
LAZOR INC  
RUINS VILLAGE STORE  
477 E ECHO LANE  
FLORENCE, AZ 85232



POST THIS LICENSE IN A CONSPICUOUS PLACE

10 DEC 9 11:49 AM '11

# Bill of Sale

IN CONSIDERATION OF THE SUM OF:

\*\*\* Five Hundred Fifty Thousand Dollars And No Cents \*\*\*lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

Lazor, Inc., an Arizona Corporation

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

Makalovi, LLC., an Arizona Limited Liability Company

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

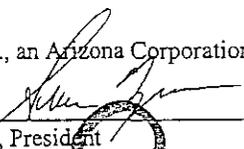
That certain business known as Ruin's Village Store, presently located at 1140 N. Arizona Blvd., Coolidge, AZ, including but not limited to all right, title and interest in the business trade name, tradestyle, goodwill, a covenant not to compete, State of Arizona Liquor License #09110070, and that certain equipment per the attached Exhibit "A", which exhibit is incorporated herein by reference.

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.

DATED: December 8, 2010

Effective date: December 9, 2010

Lazor, Inc., an Arizona Corporation

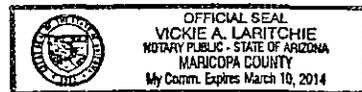
  
Sean Zorn, President

State of ARIZONA  
County of Maricopa

On December 8, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sean Zorn, President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public



Escrow No.: 01098421

DEC 9 11:21 AM  
Liquor Lic. PM 1:21

# EXHIBIT "A"

## Equipment List

### A. Owned

Description	Quantity
Credit Card Machine	1
Computer	1
Trash Cans	5
Newspaper Rack	1
Wine Racks	2
Chip Racks	4
Candy Rack	1
Cigarette Racks	2
Microwave	1
Cash Registers	2
Camera System (16-Cameras)	1
All Shelving for Liquor and Candy	3
Time Card Machine	1
Walk-in Cooler Compressor	2
Swamp Cooler	1
Portable AC Unit in Office	1
Ice Cream Freezer	1
Blue Strobe Light	1
Large Shelf for Bag Tobacco	1

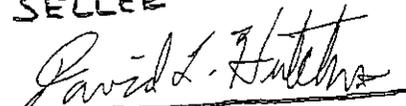
### B. Leased

Description	Quantity
Ice Freezers (Watershed)	3
Coke Cooler Single Door	1
Kaffi Cooler Single Door	2
Coffee Machine (Royal Beverage)	1
Cappuccino Machine (Royal Beverage)	1
Slushy Machine (Royal Beverage)	2
Coke Soda Fountain Machine	1
Peppol Soda Fountain Machine	1
Neon Lights (Coors - Miller)	6
Open/Closed Sign	1
Lotto Equipment	1
Tea Machine (Southwest Tea)	1
Cigarette Rack (Phillip Morris)	1

10 DEC 9 10:41 AM '91


---

**SELLER**  
  


---

**BUYER**

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

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

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

1. Name of Corporation/L.L.C.: MAKALOVI, LLC  
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12-8-2010 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: L13535430 Date authorized to do business in AZ: 12-8-2010
5. Is Corp./L.L.C. Non-profit?  YES  NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
HUTCHINS	DAVID	LEONARD	Member	1825 N. Maple Circle, Mesa,	AZ 85205

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
HUTCHINS	DAVID	LEONARD	100	1825 N. Maple Circle, Mesa,	AZ 85205

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**SECTION 8 Club Applicants:**

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

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

**SECTION 11** Person to Person Transfer:

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

1. Current Licensee's Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
3. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on license)
4. Physical Street Location of Business: Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
6. Current Mailing Address: Street \_\_\_\_\_  
(Other than business) City, State, Zip \_\_\_\_\_
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 of this application, attach fee, and current license to this application.

9. I, ROBIN ODELL LAWSON, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, ROBIN ODELL LAWSON, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X \_\_\_\_\_  
(Signature of CURRENT LICENSEE)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month Year

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

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

10 DEC 9 11:41 AM '12



**SECTION 12** Location to Location Transfer: (Bars and Liquor Stores ONLY) 10 DEC 9 10:41 AM '21  
 APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

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

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

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

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

1. Distance to nearest school: 2640 ft. Name of school COOLIDGE 9TH GRADE ACADEMY  
 Address 450 N. ARIZONA BLVD, COOLIDGE, AZ 85228  
 City, State, Zip

\* Call #69  
 2. Distance to nearest church: 253 ft. Name of church CHURCH OF CHRIST  
 Address 340 W. Vah Ki Inn Rd., Coolidge, AZ 85228  
 City, State, Zip

3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)

4. If the premises is leased give lessors: Name Tambuki Enterprises  
 Address 1825 N. MAPLE CIR, MESA, AZ 85205-3004  
 City, State, Zip

4a. Monthly rental/lease rate \$ 3,000 What is the remaining length of the lease 10 yrs. — mos.

4b. What is the penalty if the lease is not fulfilled? \$ NONE or other \_\_\_\_\_  
 (give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ 775,000  
 Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
LAZOR, INC			225,000	477 E. ECHO LANE,	FLORENCE, AZ	85332
WELLS FARGO BANK			550,000	2410 S. POWER RD.,	MESA, AZ	85209

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? LIQUOR & CONVENIENCE STORE

\* NEAREST CHURCH IS: CENTRAL COMMUNITY CHURCH OF GODS 596 W. VAH KI INN

**SECTION 13 - continued**

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

License # 09110070 (exactly as it appears on license) Name ROBIN ODELL LAWSON

**SECTION 14 Restaurant or hotel/motel license applicants:**

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

\_\_\_\_\_ and license #: \_\_\_\_\_  
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this  hotel/motel  restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

\_\_\_\_\_ applicant's signature

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

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

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

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

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

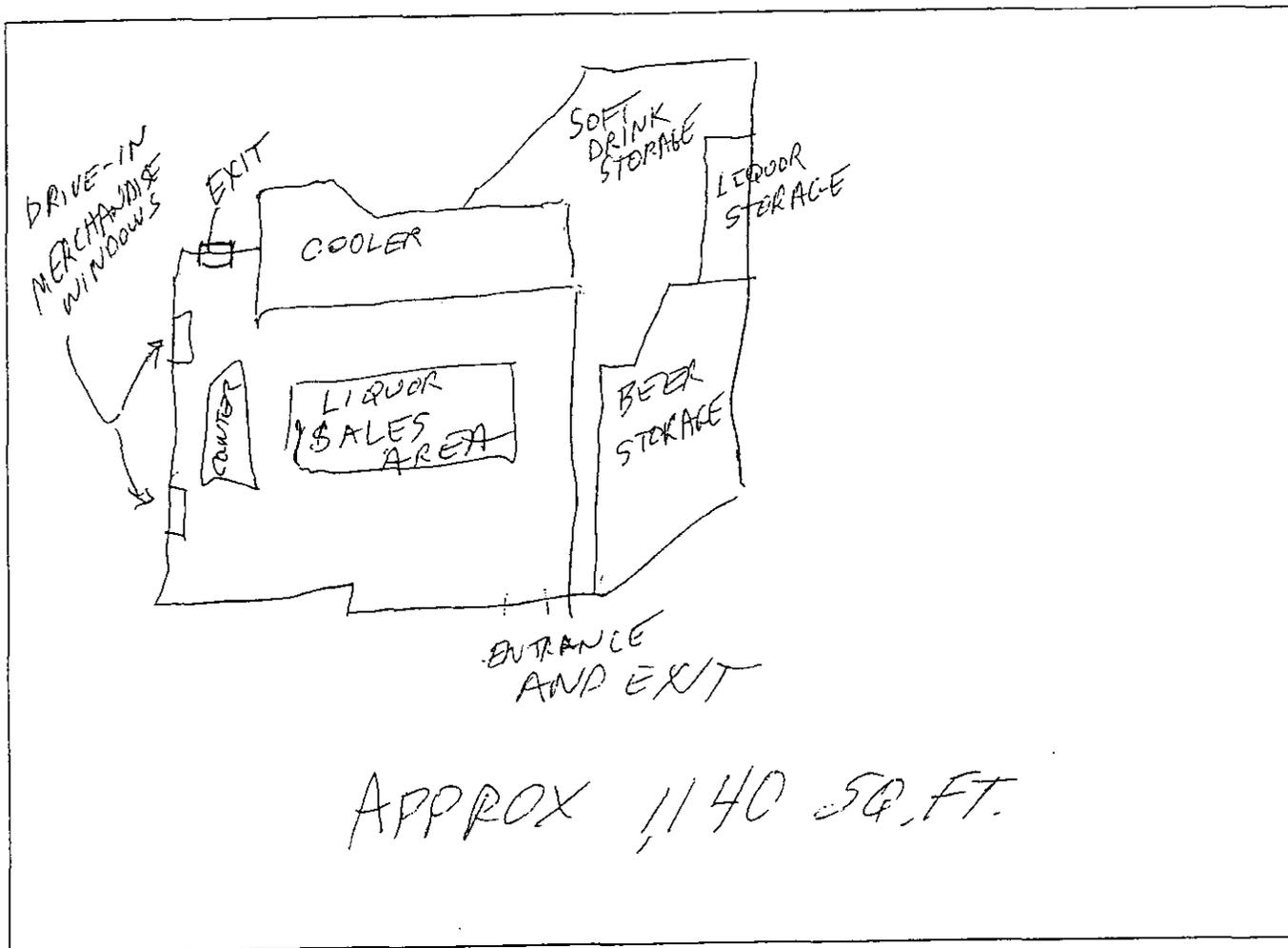
  
 applicants initials

110 DEC 9 10:14 AM '14

**SECTION 15** Diagram of Premises

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

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



10 DEC 9 11:41 AM '11

**SECTION 16** Signature Block

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

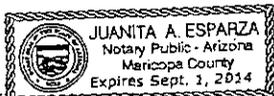
x David L. Hutchins  
(signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

9 of December 2011  
Day Month Year

[Signature]  
signature of NOTARY PUBLIC



My commission expires on:

Day Month Year



AZ CORPORATION COMMISSION  
FILED

NOV 18 2010

ARTICLES OF AMENDMENT  
Pursuant to A.R.S. 29-833 (F)

FILE NO. L-1353543-0

1. The name of the limited liability company is:

METRO CONVENIENCE & LIQUOR, LLC

2. Attached hereto as Exhibit A is the text of the amendment.

Dated this 17th day of NOVEMBER, 2010

Signature: [Handwritten Signature]

Print Name: MOHINI M. HUTCHINS

Check One:  Member  Manager

**DO NOT PUBLISH THIS SECTION**  
The amendment must be executed by a manager if management of the limited liability company is vested in a manager or by a member if management is reserved to the members.

AZ CORPORATION COMMISSION  
FILED

DEC 07 2010

AZ CORPORATION COMMISSION  
FILED

DEC 08 2010

FILE NO. L-1353543-0

FILE NO. L-1353543-0

10 DEC 9 10:41 AM '10

EXHIBIT A

Effective December 8, 2010, the name of this Limited Liability Company, which is currently Metro Convenience & Liquor, LLC is changed to Makalovi, LLC.

Effective December 8, 2010, the new member and Statutory Agent of the Limited Liability Company shall be as follows:

Name: David L. Hutchins  
Title: Member and Statutory Agent  
Address: 1825 North Maple Circle  
Mesa, AZ 85205-3004

Mohini M. Hutchins has sold 100% of the outstanding member and statutory agent interest of Metro Convenience & Liquor, LLC, an Arizona Limited Liability Company, and has resigned as member and statutory agent.

I, David L. Hutchins, accept appointment as the member and statutory agent of the above referenced LLC.

David L. Hutchins  
David L. Hutchins

12-7-2010  
Date

10 DEC 9 11:41 AM '10

12/07/2010 10:06 0000000000  
12/07/2010 10:06 0000000000

HUTCHINS RENTALS  
AZ



AZ CORPORATION COMMISSION  
FILED

ARTICLES OF AMENDMENT  
Pursuant to A.R.S. 29-607 (F)

NOV 18 2010

FILE NO. 1353543-0

1. The name of the affected liability company is  
METRO CONVENIENCE & LIQUOR, LLC
2. Amended hereto as Exhibit A in the text of the amendment

Dated this 17th day of NOVEMBER, 2010

Signature: [Handwritten Signature]

Print Name: MOHINI M. HUTCHINS  
 Check Officer     Member     Manager

**DO NOT SIGN THIS DOCUMENT**  
This amendment shall be executed by a manager if management of the limited liability company is vested in a manager or by a member if management is vested in the members.

AZ CORPORATION COMMISSION  
FILED

DEC 07 2010

FILE NO. 1353543-0

AZ CORPORATION COMMISSION  
FILED

DEC 08 2010

FILE NO. 1353543-0

Member  
Check Officer

Member

Manager  
Check Officer

10 DEC 9 10:41 AM '10

EXHIBIT A

Effective December 9, 2010, the name of this Limited Liability Company, which is currently Micro Conversions & Liqueur, LLC is changed to Hitchins, LLC.

Effective December 9, 2010, the new member and Secretary Agent of the Limited Liability Company shall be as follows:

Name: David L. Hitchins  
Title: Member and Secretary Agent  
Address: 1075 North Maple Circle  
Mesa, AZ 85205-9004

Michael M. Hitchins has sold 100% of the outstanding member and secretary agent interest of Micro Conversions & Liqueur, LLC, an Arizona Limited Liability Company, and has resigned as member and secretary agent.

I, David L. Hitchins, accept appointment as the member and secretary agent of the above referenced LLC.

David L. Hitchins  
David L. Hitchins

12-7-2010  
Date

10 DEC 9 10:58 AM '10

AZ CORPORATION COMMISSION  
FILED



YEAR 2-8 2007

FILE NO. LB35340

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY  
**ARTICLES OF ORGANIZATION**

DO NOT PUBLISH THIS SECTION  
NOTE: A professional limited liability company is an LLC organized for the purpose of rendering any of those categories of professional services. Professional services is defined as a service that may be provided to the public by a person licensed in this state to render the service.

1. The LLC name must contain the words "limited liability company" or "limited liability" or the abbreviation "LLC", "L.D.", "L.L.C.", or "L.L.P.". The Professional L.L.C. name must contain the words "professional limited liability company" or the abbreviations "PLLC", "P.L.L.C.", "P.L.L.P.", or "P.L.D."

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. If the statutory agent has a PO BOX then they must also provide a physical address or description of the location.

The agent must sign the Articles or provide written consent to acceptance of the appointment.

LLCC004 Rev: 1/03/04

Select one. This form may be used for:

- ARIZONA LIMITED LIABILITY COMPANY (A.R.B. §28-420)
- ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.B. §28-441.01)

1. The name of the organization:

A. \_\_\_\_\_  
 LLC Name Reserved on File Number (if one has been obtained). If not, leave this line blank

B. METRO CONVENIENCE & LIQUOR, LLC  
 Limited Liability Company Name

2. Known place of business in Arizona. (If address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK)

Address: SAME AS STATUTORY AGENT

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. The name and street address of the statutory agent in Arizona

Name: MOHINI M. HUTCHINS

Address: 1825 N. MAPLE CIRCLE

City: MESA State: AZ Zip: 85205-3004

Acceptance of Appointment by Statutory Agent:

I MOHINI M. HUTCHINS, having been designated to act as  
 (Print Name of the Statutory Agent)  
 Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: [Signature]

(If signing on behalf of a company, please print the company name here.)

10 DEC 9 11:41 AM '07

DO NOT FILL IN THIS SECTION  
A. Only required for professional limited liability company. The purpose must state the professional service or services that the company is organized to perform. Professional services is defined as a service that may be legally rendered only by a person licensed in this state to render the service.

D. The latest date, if any, at which the Company must dissolve. If a dissolution date should be the month, day and year. Perpetual means indefinitely however or indefinitely.

E. Means which management structure will be used within your company. Provide name, title and address for each person.

1A. If reserved to the membership, check the membership box and provide the name(s) and address(es) of each member. NOTICE: If reserved to the membership you must follow manager.

1B. If vested in manager(s) check the manager(s) box and provide the name(s) and address(es) of each manager and each manager who owns a family (50%) partner or greater interest in the member or partner of the LLC/PLLC.

The person(s) executing this document must not be a manager or member of the company.

Your name and fax are optional.

LLCCPL  
Rev. 10/2006

L1253513-0

4. Purpose of this (Professional) Limited Liability Company is to provide the following (professional) service(s): (Only required for a Professional LLO Company)

[Empty box for purpose of company]

E. Dissolution: The latest date of Dissolution

The latest date to dissolve \_\_\_/\_\_\_/\_\_\_ (Please enter month, day and four digit year)  
 The Limited Liability Company is Perpetual

B. Management Structure: (Check one box on (b) A.R.S. §29-832(5))

A.  RESERVED TO THE MEMBER(S)  
IF RESERVED TO THE MEMBERS, YOU MAY SELECT ONLY THE MEMBER BOX FOR EACH MEMBER LISTED.

B.  VESTED IN MANAGER(S)  
IF VESTED IN THE MANAGER(S), AT LEAST ONE ENTRY BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name MDHINI M HUTCHINS Name \_\_\_\_\_

Member  Manager (only if "B" is selected above)  Member  Manager (only if "B" is selected above)

Address: 125 N. MAPLE CIRCLE Address: \_\_\_\_\_

City: MESA State: AZ Zip: 85205 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Member  Manager (only if "B" is selected above)  Member  Manager (only if "B" is selected above)

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IF YOU SELECT BOTH MEMBER AND MANAGER BOXES ABOVE, PLEASE SIGNATURES AND PRINT NAMES OF ALL MANAGER(S) AND MEMBER(S) OF THE COMPANY.

Executed this 19 day of MARCH, 2007

Executed by: [Signature] Print Name MDHINI M HUTCHINS

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

10 DEC 9 11:49 AM '07

10 DEC 9 11:41 AM '07

802-597

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

Handwritten signature and initials, possibly 'AC' and '12399'.

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

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

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

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

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

Liquor License #

09110070

(If the location is currently licensed)

1. Check appropriate box -> [X] Controlling Person (Complete Questions 1-19) [X] Agent (Complete Questions 1-19) [ ] Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: HUTCHINS DAVID LEONARD Date of Birth: [REDACTED] (NOT a Public Record)

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

4. Place of Birth: Cambridge, VT USA Height: 5'7" Weight: 210 Eyes: BLUE Hair: BROWN

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: 480-325-1611

6. Name of Current or Most Recent Spouse: HUTCHINS, MOHINI M. KALWANT Date of Birth: [REDACTED] (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: MARCH 1957

8. Telephone number to contact you during business hours for any questions regarding this document. 480-325-1611

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

10. Name of Licensed Premises: The RUINS VILLAGE STORE Premises Phone: 520-723-5200

11. Physical Location of Licensed Premises Address: 1140 N. ARIZONA BLVD, COOLIDGE PINAL 85228

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: May 2004, CURRENT, PROPERTY MANAGEMENT, HUTCHINS RENTALS, 1825 N. MAPLE CIRCLE, MESA, AZ 85205

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: May 2004, CURRENT, OWN, 1825 N. MAPLE CIRCLE, MESA, AZ 85205

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? 6-8, and answer #14a below. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions. SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

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

X David L Hutchins  
(Signature of Applicant)

State of Arizona county of Maricopa

The foregoing instrument was acknowledged before me this 9 day of December, 2010  
Month Year



[Signature]  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
Day Month Year

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

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

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

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

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

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

My commission expires on: \_\_\_\_\_  
Day Month Year

10 DEC 9 11 AM '10 Lic. 1



# ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License  
Department of Liquor Licenses and Control

Liquor License #: 09110070

Ownership Name: ~~DAVID HUTCHINS~~ (MARKALOV, LLC)  
(as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

10 DEC 9 11:41 AM '09

## SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) DAVID LEONARD HUTCHINS DATE 12-9-2010

TYPE OF APPLICATION (check one)  INITIAL APPLICATION  RENEWAL

TYPE OF LICENSE #9

## SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: US PASSPORT

A. Are you a citizen or national of the United States? (check one)  Yes  No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.  
City CAMBRIDGE State (or equivalent) VERMONT Country or Territory USA.

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

**SECTION III — ALIEN STATUS DECLARATION**

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front and the back (if any) of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

**“Qualified Alien” Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))**

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

**Nonimmigrant Status (8 U.S.C. § 1621(a)(2))**

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

**Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))**

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

**Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))**

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

**Otherwise Lawfully Present (A.R.S. § 1-501)**

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

**SECTION IV — DECLARATION**

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

10 DEC 9 11:49 AM '22

David L. Hutchins  
APPLICANT'S SIGNATURE

12-9-2010  
TODAY'S DATE

Attachment: Lists A and B Evidence of U.S. Citizenship, U.S National Status, or Alien Status,

DLLC 1/15/09

AG 11/08/07 - 81662

Attachment to Form 1 Applicant Statement

## EVIDENCE OF U.S. CITIZENSHIP, U.S NATIONAL STATUS, OR ALIEN STATUS

### LIST A: U.S. CITIZEN OR U.S. NATIONAL

Note: In this List, the term "Service" refers to the U.S. Citizenship and Immigration Service, formerly, the U.S. Immigration and Naturalization Service (INS).

[Source: Proposed Rules, Verification of Eligibility for Public Benefits, 8 CFR § 104.23; 63 FR 41662-01 August 4, 1998); and Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

Evidence showing U.S. citizen or U.S. national status includes the following:

a. Primary Evidence:

- (1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);
- (2) United States passport;
- (3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);
- (4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;
- (5) Form N-561, Certificate of Citizenship;
- (6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);
- (7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);
- (8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or
- (9) Form I-872 (or prior versions), American Indian Card with a classification code "KJC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

[Source: Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

b. Secondary Evidence

If the applicant cannot present one of the documents listed in (a) above, the following may be relied upon to establish U.S. citizenship or U.S. national status:

- (1) Religious record recorded in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction) within three 3 months after birth showing that

10 DEC 9 11:41 AM '10



**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT:** Request to approve liquor license

**STAFF PRESENTER:** Joe Brugman, Chief of Police

**RECOMMENDATION:**

Police staff submits for Council review the application for liquor license submitted by Kim Kwiatkowski, an agent of circle K Stores Inc. The application is necessary to grant Circle K approval to change its business status to a liquor store; thus allowing Circle K to sell liquor, in addition to what the current license status permits, allowing only beer and wine.

**DISCUSSION:**

The police department has conducted the required investigation and has found no reason for the denial of the application submitted on behalf of Circle K Stores Incorporated. There are several individuals who have an interest in the license and provided the necessary information on the application to include licensee status. The individuals and titles are; Kim Kwiatkowski Licensing Agent/Asst. Secretary, Geoffrey Haxel Controlling Person, Cheryl Hughes (Anderson) Controlling Person and Brian Hannasch Controlling Person. All are bona fide residents of the State of Arizona with the exception of Hannasch, who is a resident of Indiana. All are U.S. citizens. Criminal history was checked for all four subjects and no record was of criminal activity was discovered through NCIC/ACIC that would preclude them from this application process. No violations for the individuals or this Circle K were posted with the Arizona Department of Liquor license and Control.

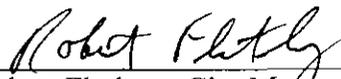
**FISCAL IMPACT:**

None

**Attachments**

Copy of the State Application for Liquor License

**REVIEWED BY:**

  
Robert Flatley – City Manager

*N/A*  
Lisa Pannella – Finance Director

**PREPARED BY:**

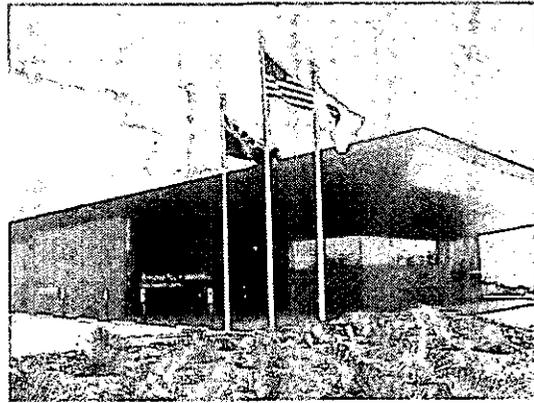
  
Joe Brugman, Chief of Police

*N/A*  
Denis Fitzgibbons, City Attorney

City of Coolidge  
Police Department  
911 S. Arizona Boulevard  
Coolidge, Arizona 85128-1498

(520) 723 5311  
(520) 723 4016 FAX  
(520) 723 4653 TDD

**Joseph R. Brugman**  
Chief of Police



On Thursday, January 06, 2011, I received an application for a liquor license (09117002) in reference to "Circle-K Stores Inc. #2933" located at 1250 N. Arizona Blvd. Coolidge, AZ. 85128.

The current liquor license granting Circle-K permission to conduct business is (10110020), which is represented as a beer and wine store. The application process is requested to change the current license from (10110020) to (09117002) which will change the business' status to a liquor store; thus allowing Circle-K to sell liquor, as well as beer and wine.

There are several individuals who have an interest in the license and provided the necessary information on the application to include licensee status. The individuals and titles are as follows:

Kim Kwiatkowski- Licensing Agent/Asst. Secretary  
Geoffrey Haxel- Controlling Person  
Cheryl Hughes (Anderson)- Controlling Person  
Brian Hannasch- Controlling Person

A National Database Criminal History report was obtained regarding all individuals listed above and revealed no negative findings.

It is my opinion that the application for liquor license submitted to the City of Coolidge is accurate and I have found no reason to deny the application based upon my investigation.

Officer Anthony Kelsh #69

MEMORANDUM

TO: Joe Brugman, Police Chief

FROM: Norma Ortiz, City Clerk

DATE: December 23, 2010

RE: Liquor License Application

The attached application is being submitted for a New Liquor License Series 09 for the North Circle K Store located at 1250 N. Arizona Boulevard.

Can you please check the establishment and let me know if there is any reason this application request should be denied.

Please return to me by January 14<sup>th</sup>, 2011, so that this request can be placed on the agenda for January 24, 2011.

If you have any questions, please feel free to contact me.

Thank you.

ARIZONA DEPARTMENT OF LIQUOR LICENSING & CONTROL

800 W Washington 5th Floor  
Phoenix, AZ 85007-2934

602-542-5141  
**THIS COPY**

APPLICATION FOR LIQUOR LICENSE

**NOT REDACTED**

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.

**NOT FOR PUBLIC DISSEMINATION**

**SECTION 1** This application is for a:

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

**SECTION 2** Type of ownership:

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

**SECTION 3** Type of license and fees

LICENSE #: 09117002

Department Use Only

- 1. Type of License: Liq STORE
- 2. Total fees attached: \$

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

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

**SECTION 4** Applicant

P1004605

- 1. Owner/Agent's Name: Mr. KWIATKOWSKI KIM KENNETH  
(Insert one name ONLY to appear on license) Last First Middle
- 2. Corp./Partnership/L.L.C.: CIRCLE K STORES INC. B1005673  
(Exactly as it appears on Articles of Inc. or Articles of Org.)  
B1009104
- 3. Business Name: CIRCLE K STORE # 2933  
(Exactly as it appears on the exterior of premises)
- 4. Principal Street Location: 1250 N ARIZONA BLVD, Coolidge Pinal 85228  
(Do not use PO Box Number) City County Zip
- 5. Business Phone: (520) 723-5031 Daytime Contact: (602) 723-4703
- 6. Is the business located within the incorporated limits of the above city or town?  YES  NO
- 7. Mailing Address: LICENSING DC-36, PO BOX 52085 PHOENIX, AZ 85072-2085  
City State Zip
- 8. Enter the amount paid for a bar, beer and wine, or liquor store license \$ 75,300 (Price of License only)

**DEPARTMENT USE ONLY**

Fees: Application Interim Permit Agent Change Club Finger Prints \$ TOTAL OF ALL FEES

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

Accepted by: J.W Date: 9-22-10 Lic. # 09117002

**SECTION 5 Interim Permit:**

10 SEP 22 14:11:11 #1019

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

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

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

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

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

The foregoing instrument was acknowledged before me this

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

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

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

**SECTION 6 Individual or Partnership Owners:**

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

1. Name of Corporation/L.L.C.: CIRCLE K STORES INC.  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 06/08/1951 State where Incorporated/Organized: TEXAS
3. AZ Corporation Commission File No.: F-0006598-0 Date authorized to do business in AZ: 04/08/1957
4. AZ L.L.C. File No.: NA Date authorized to do business in AZ: NA
5. Is Corp./L.L.C. Non-profit?  YES  NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Hannasch	Brian	Patrick	President / Secretary	8815 West SR 46, Columbus, IN 47201	
Hughes	Cheryl	Kay	Treasurer / Asst Sec	2644 W Flint St, Chandler, AZ 85224	
Haxel	Geoffrey	Charles	Vice President	7849 E Vista Bonita Dr., Scottsdale, AZ 85255	
Kwiatkowski	Kim	Kenneth	Asst Secretary	7853 S Michele Ln, Tempe, AZ 85284	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
CIRCLE K DELAWARE INC			100%	1130 W WARNER RD, TEMPE, AZ 85284	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**SECTION 8 Club Applicants:**

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

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

- 1. Governmental Entity: \_\_\_\_\_
- 2. Person/designee: \_\_\_\_\_  
Last First Middle Contact Phone Number

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

**SECTION 11 Person to Person Transfer:**

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

- 1. Current Licensee's Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
- 3. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
- 5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- 6. Current Mailing Address: Street \_\_\_\_\_  
(Other than business) City, State, Zip \_\_\_\_\_
- 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 of this application, attach fee, and current license to this application.

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

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

X \_\_\_\_\_  
(Signature of CURRENT LICENSEE)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_  
Day Month Year

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

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

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

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

- 1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
- 2. New Business: Name \_\_\_\_\_  
(Physical Street Location) Address \_\_\_\_\_
- 3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- 4. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

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

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

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

- 1. Distance to nearest school: 2,400 ft. Name of school HOCKAM Middle School  
Address 800 N 9th St, Coolidge, AZ 85228  
City, State, Zip
- 2. Distance to nearest church: 1,500 ft. Name of church CHURCH OF GOD  
Address 596 W VAN KILINN RD, Coolidge, AZ 85228  
City, State, Zip
- 3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)
- 4. If the premises is leased give lessors: Name WILFRED & WILMA GARFINKLE  
Address 2938 NORTHWOOD DR, Alameda, CA 94501  
City, State, Zip
- 4a. Monthly rental/lease rate \$ 3,115 What is the remaining length of the lease \_\_\_ yrs. \_\_\_ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ - or other 10% penalty - deposit option  
(give details - attach additional sheet if necessary)
- 5. What is the total business indebtedness for this license/location excluding the lease? \$ 75,300  
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Mellon Bank	Acct 164-3796		100%	500 Ross St, Pittsburgh, PA	15262	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 6. What type of business will this license be used for (be specific)? RETAIL CONVENIENCE STORE

**SECTION 13 - continued**

10 SEP 22 Lic. Lic. #1012

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 # 10110030 (exactly as it appears on license) Name CIRCLE K STORES INC.  
Kim Kenneth Kwiatkowski

**SECTION 14 Restaurant or hotel/motel license applicants:**

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

\_\_\_\_\_ and license #: \_\_\_\_\_  
Last First Middle

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

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

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

\_\_\_\_\_  
applicant's signature

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

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

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

1. Check ALL boxes that apply to your business:

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

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

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

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

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

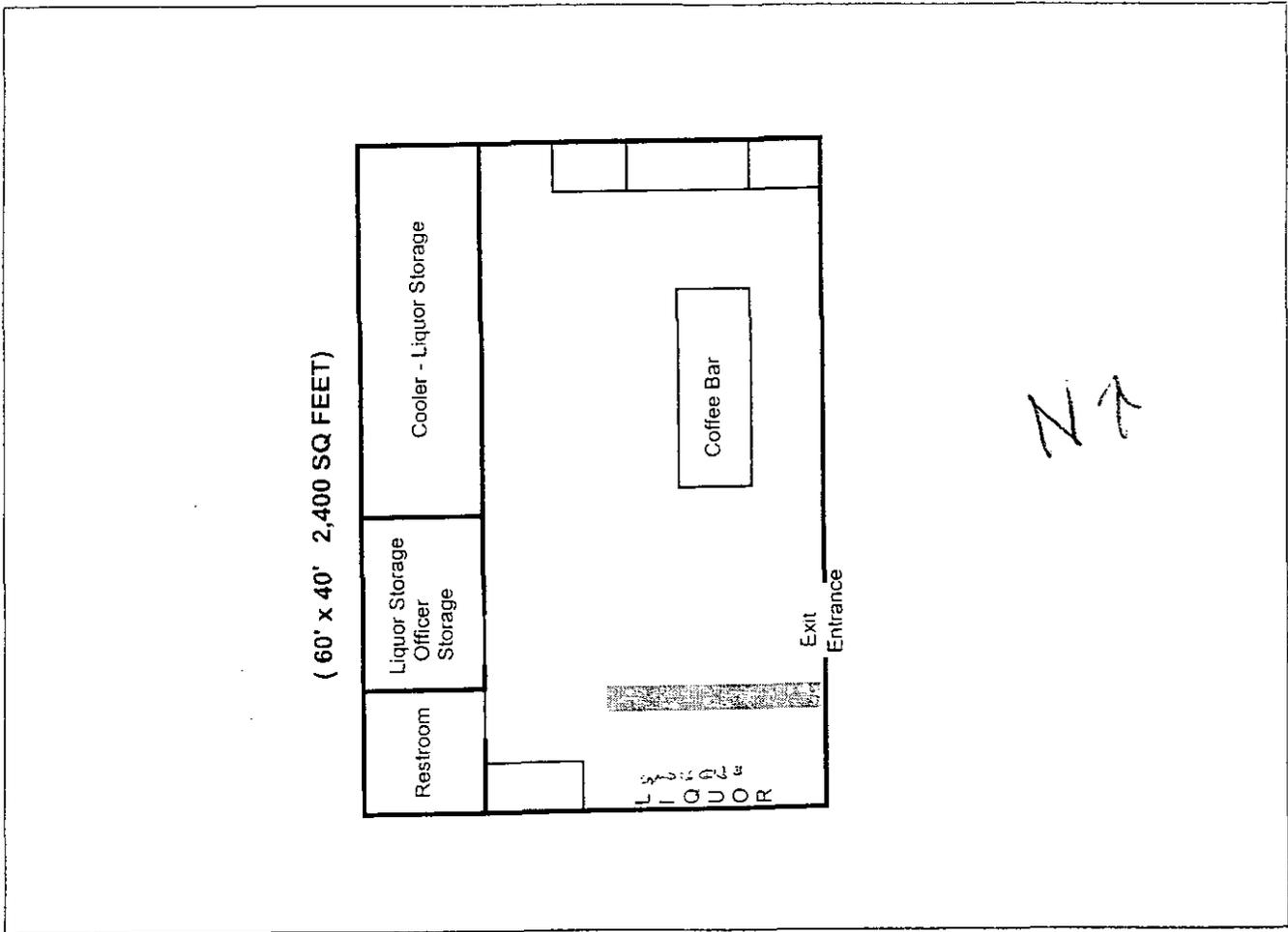
As stated in A.R.S. § 4-205.02 (F), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

KK  
applicants initials

**SECTION 15 Diagram of Premises**

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

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



**SECTION 16 Signature Block**

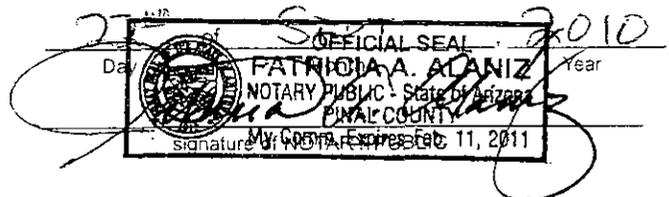
I, KIM KENNETH KWIATKOWSKI, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X *[Signature]*  
 (signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

My commission expires on : 11 Feb 2011  
 Day Month Year



**Circle K Stores Inc.**  
**Texas 6/8/51**  
**Charter No. 0010697700**  
**FIN# 74-1149540**

10 SEP 23 09:14 #1020

OFFICE	Name	BUSINESS ADDRESS	PHONE
* President and Secretary	Brian Hannasch	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
* Vice President	Geoffrey C. Haxel	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Vice President	Timothy Shawn Tourek	495 E Rincon, Suite 150, Corona, CA 92879	(951) 270-5129
Vice President	Robert G. Campau	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Vice President	Michael L. Struble	12911 Telecom Parkway, Tampa, FL 33637	(813) 910-6882
Vice President	Lou Valdes	3001 Gateway Dr., #130, Irving, TX 75063	(602) 728-8000
Vice President	Jason Broussard	12911 Telecom Parkway, Tampa, FL 33637	(850) 454-1073
Vice President	Matt McCure	2440 Whitehall Park Dr., #800, Charlotte, NC 28273	(704) 583-5700
* Treasurer and Assistant Secretary	Cheryl Kay Hughes	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Assistant Secretary	Scott J. Slevenson	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Assistant Secretary	Kim Kwialkowski	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Assistant Secretary	Sylvain Aubry	1600 St. Martin Blvd East, Tower B, Suite 200, Laval, Quebec H7G 4S7	(450) 662-6632
Assistant Secretary	Richard Douglas Hamlin	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Assistant Secretary	Marc Lee Flanary	495 E Rincon, Suite 150, Corona, CA 92879	(951) 270-5136
Assistant Secretary	Mathew Levi Hermansen	2440 Whitehall Park Dr., #800, Charlotte, NC 28273	(704) 583-5716
Assistant Secretary	David G. Morgan	3001 Gateway Dr., #130, Irving, TX 75063	(602) 728-8000
Assistant Secretary	David O. Wilkins	12911 Telecom Parkway, Tampa, FL 33637	(813) 910-6815
Assistant Secretary	Peter Uhllich	12911 Telecom Parkway, Tampa, FL 33637	(813) 910-6878

\* Director

Business Address: 1130 W. Warner Road, Bldg B, Tempe, AZ 85284 (602) 728-8000  
 Domicile Address: % CSC-Lawyers Incorporating Service Company, 701 Brazos Street, Suite 1050, Austin, TX 78701

12,000,000 Shares Authorized, 1,000 issued at \$1.00 Par. 100% owned by Circle K Delaware Inc. (FIN: 46-0520672)

Circle K Stores Inc. is qualified in:

AL, AZ, AR, CA, CO, FL, GA, ID, KS, LA, MS, MO, NV, NM, NC, OK, OR, SC, TN, TX, UT, WA

Corporate Structure:

Circle K Delaware Inc. is 100% owned by The Circle K Corporation (Brian Hannasch - President/Director)  
 The Circle K Corporation is 100% owned by Couche-Tard U.S. LP (Brian Hannasch - President/Director)  
 Couche-Tard U.S. LP (the General partner is 3055854 Nova Scotia Company; the limited partner is Mac's Convenience Stores Inc.)  
 3055854 Nova Scotia Company is 100% owned by Mac's Convenience Stores Inc. (Brian Hannasch - Sr. Vice President)  
 Mac's Convenience Stores Inc. is 100% owned by Couche-Tard Inc. (Brian Hannasch - Sr. Vice President)  
 Couche-Tard Inc. is 100% owned by Depan-Escompte Couche-Tard Inc. (Brian Hannasch - Sr. Vice President)  
 Depan-Escompte Couche-Tard Inc. is 100% owned by Alimentation Couche-Tard Inc. (Brian Hannasch - Sr. Vice President)  
 Alimentation Couche-Tard Inc. is a publicly traded company (Brian Hannasch - Sr. Vice President)

10 SEP 22 11:41 AM '07

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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

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

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

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

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

Liquor License #

09117002

(If the location is currently licensed)

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

2. Name: KWIATKOWSKI KIM KENNETH Date of Birth: 04-18-52  
Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: 010354940 State: AZ

4. Place of Birth: MESA AZ USA Height: 5'11" Weight: 200 Eyes: BR Hair: BR  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: 602-509-5465

6. Name of Current or Most Recent Spouse: KWIATKOWSKI JANIE HELEN NOGA Date of Birth: 12-26-1955  
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 07/01/1952

8. Telephone number to contact you during business hours for any questions regarding this document. 602-509-5465

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

10. Name of Licensed Premises: Circle K Store #2933 Premises Phone: (520) 723-5031

11. Physical Location of Licensed Premises Address: 1250 N Arizona Blvd, Coolidge, Pinal 85228  
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
04/94	CURRENT	Licensing Agent/Asst Sec	Circle K Stores Inc. 1130 W Warner Rd, Tempe, AZ 85284

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
07/10	CURRENT	Own	7853 S Michele Ln	Tempe	AZ	85284
07/09	07/10	Own	3935 W Roundabout Cir	Chandler	AZ	85226
09/90	07/09	Own	336 W Larona Ln	Tempe	AZ	85284

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

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  YES  NO  
If you answered YES, how many hrs/day? \_\_\_\_\_, and answer #14a below. If NO, skip to #15.
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  YES  NO  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
- 15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO  
ENTITY ONLY
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO  
ENTITY ONLY
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

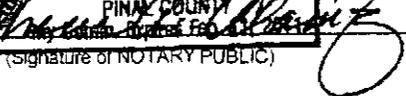
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

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

X   
(Signature of Applicant)

State of ARIZONA County of MARICOPA

My commission expires on: 11 Feb 2011  
Day Month Year

The foregoing instrument was acknowledged before me this 22 day of February, 2010  
 OFFICIAL SEAL  
PATRICIA A. ALANIZ  
 NOTARY PUBLIC State of Arizona  
 PINAL COUNTY  
  
(Signature of NOTARY PUBLIC)

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

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

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_ day of \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ Month \_\_\_\_\_ Year

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

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

My commission expires on: \_\_\_\_\_  
Day Month Year

10 DEC 20 11 41 AM 2 56

Attn: Alicia,

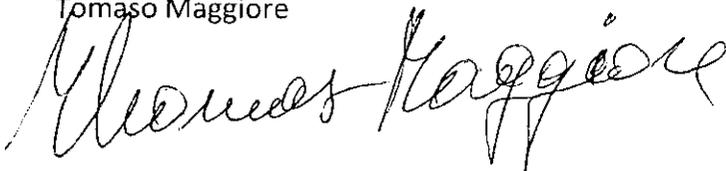
To Whom It May Concern,

I, Tomaso Maggiore, have owned and operated the following restaurants in California

- Tuscany Restaurant 6981 El Camino real, Carlsbad, Ca – 58 261971 - Current
- Tommy V's Urban kitchen and Bar, 2659 Gateway, Carlsbad, Ca - Lic# 47 484438 - Current
- Tommy V's Italian Chophouse, 3790 Via De La Valle, Del Mar, Ca.- Lic# 58 467786 - Current
- Tomasos Restaurant, Encinitas, Ca. - Sold Business approx. 18 years ago
- Tomasos Restaurant, Coronado Island, Ca – Sold business approx. 8 years ago.
- Tommy V's , La Costa, Ca. – Sold business approx. 4 years ago
- Ruffino, San Diego, Ca. – Sold business approx. 18+ years ago.
- Tomasos Restaurant, San Diego, Ca. – Sold business approx. 16 years ago.
- Tomasos Restaurant Dana Point, Ca. – Sold business approx. 14 years ago.

Sincerely

Tomaso Maggiore



UNKNOWN  
WITH THIS PAGE IS  
INCLUDED.

JB.

**Questionnaire Supplementary for AZ Dept of Liquor License & Control  
Entity Responses - Circle K Stores Inc**

re: Kim Kenneth Kwiatkowski

**QUESTION 16: Entity response for Circle K Stores Inc.**  
See attached list of AZ violations

**QUESTION 17: Entity response for Circle K Stores Inc.**  
Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate retail convenience markets in the United States and Canada under the following names.

- |                      |                            |
|----------------------|----------------------------|
| Circle K (US)        | Tabatout (Canada)          |
| Phillips 66 (US)     | Dipanneur 7 jours (Canada) |
| Mac's (US)           | Mac's (Canada)             |
| Bigfoot (US)         | Wink's (Canada)            |
| Handy Andy (US)      | Mike's Mart (Canada)       |
| Dairy Mart (US)      | Becker's (Canada)          |
| Couche-Tard (Canada) | Daisy Mart (Canada)        |
| Provi-Soir (Canada)  | Dunkin' Donuts (Canada)    |

Most of these sites have alcohol.

Number of Sites: Approximately 5,000 (3,000-US & 2,000-Canada)  
Circle K Stores Inc operates approximately 2,000 stores in 18 states.

Interest is limited to employee/manager/officer relationship.

**License applications denied** - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

**Licenses suspended/fined** - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

**Licenses revoked** - To the best of our knowledge there has been no alcohol license revoked.

**QUESTION 19:**  
Only as an officer of Circle K Stores Inc.

In response to the entity questions \_\_\_\_\_  
Kim Kwiatkowski

2010 AZ LIQUOR VIOLATIONS 2010												
Violations:		Dismissed	1st	2nd	3rd	4th	Total					
Number of:		0	0	0	0	0	0					
10=BAW												
09=UBW		\$0.00					count= 0					
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd,4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
NO VIOLATIONS FOR 2010												
2009 AZ LIQUOR VIOLATIONS 2009												
Violations:		Dismissed	1st	2nd	3rd	4th	Total					
Number of:		0	2	2	0	0	4					
10=BAW												
09=UBW		\$750.00					count= 4					
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd,4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
04-09	09-010006	2700663	Z3122	St Johns	\$750.00	1st	2/12/2009	Apache City SD	CUB	No	Sold to minor	Elizabeth McLaughlin
05-09	09-093000	2700587	Z3127	Sedona	\$750.00	1st	5/16/2009	Sedona PD	CUB	No	Sold to minor	Tim Rundquist
06-09	10-100118	2702944	Z3188	Tucson	\$4,500.00	2nd	2/24/2009	Tucson PD	na	na	Sold to minor	Jolene Jose
06-09	10-100118	2702944	Z3188	Tucson	\$3,000.00	2nd	3/13/2009	Tucson PD	na	na	Sold to Intoxicated	Jolene Jose
2008 AZ LIQUOR VIOLATIONS 2008												
Violations:		Dismissed	1st	2nd	3rd	4th	Total					
Number of:		0	6	2	0	0	8					
10=BAW												
09=UBW		\$1,500.00					count= 12					
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd,4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
11-08	09-030014	2705923	Z3121	Flagstaff	\$750.00	1st	8/3/2008	AZ DOL	Observed	Yes	Sold to minor	Patrick Lahrweber
09-08	10-070502	2707964	Z3117	Phoenix	\$750.00	1st	7/26/2008	AZ DOL	Observed	Yes	Sold to minor	Jackline Zazuata
01-09	10-130021	2700759	Z3121	Prescott Valley	\$1,500.00	1st	9/13/2008	Yavapai Sheriff	CUB	Yes	Sold to minor/intoxicated	Sharon Marie Stehl
01-09	09-030014	2705923	Z3121	Flagstaff	\$750.00	2nd	10/23/2008	Flagstaff PD	CUB	No	Sold to minor	Richard A Horvath
01-08	10-070162	2700652	Z3142	Phoenix	\$1,500.00	1st	8/19/2008	Phx PD	CUB	No	Sold to minor	Kimberly Fuller-Nurudeen
02-09	10-100118	2702944	Z3188	Tucson	\$3,000.00	2nd	2/16/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Jolene Jose
03-09	10-100118	2702944	Z3188	Tucson	\$1,000.00	1st	12/6/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Juan Jose Guzman
03-09	09-110012	2703527	Z3123	Maricopa	\$750.00	1st	12/12/2008	Maricopa PD	CUB	No	Sold to minor	Zachery Obrey

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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

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

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

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted. The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

09117002

(If the location is currently licensed)

1. Check appropriate box - [X] Controlling Person (Complete Questions 1-19) [ ] Agent [ ] Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: HAXEL GEOFFREY CHARLES Date of Birth: 11-10-1966 (NOT a Public Record)

3. Social Security Number: 445-701-1828 Drivers License #: RD00253809 State: AZ (NOT a public record)

4. Place of Birth: PONCA CITY OK USA Height: 5'11" Weight: 248 Eyes: BLU Hair: BR (NOT a public record)

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: (602) 728-4302

6. Name of Current or Most Recent Spouse: HAXEL LORI GLYN SMITH Date of Birth: 12-16-1964 (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: AUGUST 2001 (602) 728-4302

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 728-4302

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

10. Name of Licensed Premises: Circle K Store # 2933 Premises Phone: (520) 723-5031

11. Physical Location of Licensed Premises Address: 1250 N ARIZONA Blvd, Coolidge, Pinal 85228

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Rows include Regional Vice President and NW Regional Manager at Circle K Stores Inc.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row includes 7849 E VISTA BONITA DRIVE, Scottsdale, AZ, 85255.

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

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

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

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO  
 ENTITY ONLY

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO  
 ENTITY ONLY

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

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

x *Geoffrey C. Haxel*  
 (Signature of Applicant)

State of ARIZONA County of MARICOPA

My commission expires on: 11 Feb 2011  
 Day Month Year

The foregoing instrument was acknowledged before me this 22 day of February, 2010  
 SPECIAL SEAL  
 PATRICIA ALANIZ  
 NOTARY PUBLIC - State of Arizona  
 MARICOPA COUNTY  
 My Comm. Expires Feb 15, 2011

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

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

The foregoing instrument was acknowledged before me this

x \_\_\_\_\_ day of \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one) Month Year

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

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

My commission expires on: \_\_\_\_\_  
 Day Month Year

**Questionnaire Supplementary for AZ Dept of Liquor License & Control**

**QUESTION 15:**

1985 - Tulsa, OK; arrested for misdemeanor public intoxication & disturbing the peace  
Paid a fine & released

2004 - Peoria, AZ arrested in February and convicted in August of an extreme DUI.

**QUESTION 16: Entity response for Circle K Stores Inc.  
See attached list of AZ violations**

**QUESTION 17:**

Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate retail convenience markets in the United States and Canada under the following names.

- |                      |                            |
|----------------------|----------------------------|
| Circle K (US)        | Tabatout (Canada)          |
| Phillips 66 (US)     | Dipanneur 7 jours (Canada) |
| Mac's (US)           | Mac's (Canada)             |
| Bigfoot (US)         | Wink's (Canada)            |
| Handy Andy (US)      | Mike's Mart (Canada)       |
| Dairy Mart (US)      | Becker's (Canada)          |
| Couche-Tard (Canada) | Daisy Mart (Canada)        |
| Provi-Soir (Canada)  | Dunkin' Donuts (Canada)    |

Most of these sites have alcohol.

Number of Sites: Approximately 5,000 (3,000-US & 2,000-Canada)  
Circle K Stores Inc operates approximately 2,000 stores in 18 states.

Interest is limited to employee/manager/officer relationship.

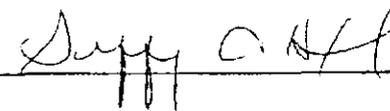
**License applications denied** - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

**Licenses suspended/fined** - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

**Licenses revoked** - To the best of our knowledge there has been no alcohol license revoked.

**QUESTION 19:**

Only as an officer of Circle K Stores Inc.

Signature: 

Date: SEP-22-10

2010 AZ LIQUOR VIOLATIONS 2010														
		Violations:		Dismissed	1st	2nd	3rd	4th	Total					
		Number of:		0	0	0	0	0	0					
10=B/W														
09=L/B/W				\$0.00	count=			0						
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st	2nd	4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
NO VIOLATIONS FOR 2010														
2009 AZ LIQUOR VIOLATIONS 2009														
		Violations:		Dismissed	1st	2nd	3rd	4th	Total					
		Number of:		0	2	2	0	0	4					
10=B/W														
09=L/B/W				\$750.00	count=			4						
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st	2nd	4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
04-09	09-010006	2700663	Z3122	St Johns	\$750.00	1st			2/12/2009	Apache Cnty SD	CUB	No	Sold to minor	Elizabeth McLaughlin
06-09	09-093000	2700587	Z3127	Sedona	\$750.00	1st			5/15/2009	Sedona PD	CUB	No	Sold to minor	Tim Rungquist
06-09	10-100118	2702944	Z3188	Tucson	\$4,500.00	2nd			2/24/2009	Tucson PD	na	na	Sold to minor	Jolene Jose
06-09	10-100113	2702944	Z3188	Tucson	\$3,000.00	2nd			3/13/2009	Tucson PD	na	na	Sold to intoxicated	Jolene Jose
2008 AZ LIQUOR VIOLATIONS 2008														
		Violations:		Dismissed	1st	2nd	3rd	4th	Total					
		Number of:		0	6	2	0	0	8					
10=B/W														
09=L/B/W				\$1,500.00	count=			12						
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st	2nd	4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
11-08	09-030014	2705923	Z3121	Flagstaff	\$750.00	1st			8/8/2008	AZ DOL	Observed	Yes	Sold to minor	Patrick Lohweber
09-08	10-070502	2707964	Z3117	Phoenix	\$750.00	1st			7/26/2008	AZ DOL	Observed	Yes	Sold to minor	Jackie Zazueta
01-09	10-130021	2700758	Z3121	Prescott Valley	\$1,500.00	1st			9/13/2008	Yavapai Sheriff	CUB	Yes	Sold to minor/intoxicated	Sharon Marie Stehli
01-09	09-030014	2705923	Z3121	Flagstaff	\$750.00	2nd			10/23/2008	Flagstaff PD	CUB	No	Sold to minor	Richard A Horvath
01-09	10-070162	2700652	Z3142	Phoenix	\$1,500.00	1st			9/19/2008	Pfw PD	CUB	No	Sold to minor	Kimberly Fuller-Nurudeen
02-09	10-100118	2702944	Z3188	Tucson	\$3,000.00	2nd			2/16/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Jolene Jose
02-09	10-100118	2702944	Z3188	Tucson	\$1,000.00	1st			1/26/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Juan Jose Guzman
03-09	09-110012	2702927	Z3123	Maricopa	\$750.00	1st			12/12/2008	Maricopa PO	CUB	No	Sold to minor	Zachery Obrey

10 SEP 22 11:47 AM 1025

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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

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

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

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

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

Liquor License #

09117002

(If the location is currently licensed)

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

2. Name: HUGHES (ANDERSON) CHERYL KAY Date of Birth: [REDACTED] (NOT a Public Record)  
Last First Middle

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

4. Place of Birth: PHOENIX AZ USA Height: 5' 7" Weight: 135 Eyes: BR Hair: BR  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: (602) 728-3164

6. Name of Current or Most Recent Spouse: HUGHES TIMOTHY RUSSELL n/a Date of Birth: [REDACTED] (NOT a public record)  
(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: 03/22/1969

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 728-3164

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

10. Name of Licensed Premises: Circle K STORE # 2933 Premises Phone: (520) 723-5031

11. Physical Location of Licensed Premises Address: 1250 N ARIZONA BLVD, Coolidge, PINAL 85228  
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
05/97	CURRENT	Treasurer / Asst Secretary	Circle K Stores Inc. 1130 W Warner Rd, Tempe, AZ 85284
		Director of Financial Accting	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
04/04	CURRENT	Own	2644 W. Flint Street	Chandler	AZ	85224

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

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

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

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO  
 ENTITY ONLY

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO  
 ENTITY ONLY

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.  
 Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

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

x Cheryl Hughes  
 (Signature of Applicant)

State of ARIZONA County of MARICOPA

My commission expires on: 11 Feb 2011  
 Day Month Year

The foregoing instrument was acknowledged before me this 22 day of NOV 2010  
 OFFICIAL SEAL  
PATRICIA A. ALANIZ  
 NOTARY PUBLIC, State of Arizona  
 PINNACULAR  
 (Signature of NOTARY PUBLIC)

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.  
 The manager named must be at least 21 years of age.

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

The foregoing instrument was acknowledged before me this

x \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
 Month Year

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

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

My commission expires on: \_\_\_\_\_  
 Day Month Year

**Questionnaire Supplementary for AZ Dept of Liquor License & Control  
Entity Responses - Circle K Stores Inc**

re: Cheryl Kay Hughes

**QUESTION 16: Entity response for Circle K Stores Inc.**  
See attached list of AZ violations

**QUESTION 17: Entity response for Circle K Stores Inc.**  
Circle K Stores Inc Interest in any other alcoholic beverage business:

Allimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate retail convenience markets in the United States and Canada under the following names.

- |                      |                            |
|----------------------|----------------------------|
| Circle K (US)        | Tabatout (Canada)          |
| Phillips 66 (US)     | Dipanneur 7 jours (Canada) |
| Mac's (US)           | Mac's (Canada)             |
| Bigfoot (US)         | Wink's (Canada)            |
| Handy Andy (US)      | Mike's Mart (Canada)       |
| Dairy Mart (US)      | Becker's (Canada)          |
| Couche-Tard (Canada) | Daisy Mart (Canada)        |
| Provi-Soir (Canada)  | Dunkin' Donuts (Canada)    |

Most of these sites have alcohol.

Number of Sites: Approximately 5,000 (3,000-US & 2,000-Canada)  
Circle K Stores Inc operates approximately 2,000 stores in 18 states.

Interest is limited to employee/manager/officer relationship.

**License applications denied** - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

**Licenses suspended/fined** - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

**Licenses revoked** - To the best of our knowledge there has been no alcohol license revoked.

**QUESTION 19:**  
Only as an officer of Circle K Stores Inc.

In response to the entity questions \_\_\_\_\_  
Kim Kwiatkowski

10 SEP 22 11:11 AM '10

2010 AZ LIQUOR VIOLATIONS 2010												
			Violations:	Dismissed	1st	2nd	3rd	4th	Total			
			Number of:	0	0	0	0	0	0			
	10=B/W				\$0.00		count:		0			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd,4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
NO VIOLATIONS FOR 2010												
2009 AZ LIQUOR VIOLATIONS 2009												
			Violations:	Dismissed	1st	2nd	3rd	4th	Total			
			Number of:	0	2	2	0	0	4			
	10=B/W				\$750.00		count:		4			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd,4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
04-09	09-010006	2700653	Z3122	St Johns	\$750.00	1st	2/12/2009	Apache City SD	CUB	No	Sold to minor	Elizabeth McLaughlin
06-09	09-093000	2700587	Z3127	Sedona	\$750.00	1st	5/16/2009	Sedona PD	CUB	No	Sold to minor	Tim Rundquist
06-09	10-100118	2702944	Z3168	Tucson	\$4,500.00	2nd	2/24/2009	Tucson PD	na	na	Sold to minor	Jelene Jose
06-09	10-100118	2702944	Z3168	Tucson	\$3,000.00	2nd	3/13/2009	Tucson PD	na	na	Sold to intoxicated	Jelene Jose
2008 AZ LIQUOR VIOLATIONS 2008												
			Violations:	Dismissed	1st	2nd	3rd	4th	Total			
			Number of:	0	6	2	0	0	8			
	10=B/W				\$1,500.00		count:		12			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd,4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
11-08	09-030014	2705923	Z3121	Flagstaff	\$750.00	1st	8/8/2008	AZ DOL	Observed	Yes	Sold to minor	Patrick Leinweber
08-08	10-070502	2707864	Z3117	Phoenix	\$750.00	1st	7/26/2008	AZ DOL	Observed	Yes	Sold to minor	Jackie Zaczala
01-09	10-130021	2700759	Z3121	Prescott Valley	\$1,500.00	1st	9/13/2005	Yavapai Sheriff	CUB	Yes	Sold to minor/intoxicated	Sharon Marie Stehl
01-09	09-030014	2705923	Z3121	Flagstaff	\$750.00	2nd	10/23/2005	Flagstaff PD	CUB	No	Sold to minor	Richard A Horvath
01-09	10-070162	2700652	Z3142	Phoenix	\$1,500.00	1st	9/13/2008	Phx PD	CUB	No	Sold to minor	Kimberly Fuller-Nurudeen
02-09	10-100118	2702944	Z3168	Tucson	\$3,000.00	2nd	2/16/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Jelene Jose
03-09	10-100118	2702944	Z3168	Tucson	\$1,000.00	1st	12/6/2005	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Juan Jose Guzman
03-09	09-110012	2702927	Z3123	Mariopca	\$750.00	1st	12/12/2008	Mariopca PD	CUB	No	Sold to minor	Zachery Obrey

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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

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

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

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted. The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

09117002

(If the location is currently licensed)

1. Check appropriate box - Controlling Person (checked), Agent, Manager (Only). (Complete Questions 1-19) / (Complete All Questions except # 14, 14a & 21)

2. Name: HANNASCH BRIAN PATRICK Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] Drivers License #: [redacted] State: IN

4. Place of Birth: CAROLL IA USA Height: 5'10" Weight: 180 Eyes: BLU Hair: BR

5. Marital Status: [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: (812) 350-6735

6. Name of Current or Most Recent Spouse: HANNASCH PATRICIA ANN HUEGERICH Date of Birth: [redacted] (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. (812) 350-6735

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

10. Name of Licensed Premises: Circle K STORE #2933 Premises Phone: (520) 723-5031

11. Physical Location of Licensed Premises Address: 1250 N ARIZONA Blvd, Coolidge, Pinal 85228

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS. Rows include President/Secretary at Circle K Stores Inc. and VICE PRESIDENT at Alimentation Couche-Tard.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

Table for residence address: 13. Indicate your residence address for the last five (5) years. Columns: FROM, TO, Rent or Own, RESIDENCE Street Address, City, State, Zip.

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

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and answer #14a below. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO
- 15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO  
ENTITY ONLY
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO  
ENTITY ONLY
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

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

x *B. Hannasch*  
(Signature of Applicant)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 22 day of SEP 2010  
**OFFICIAL SEAL**  
**PATRICIA A. ALANIZ**  
 NOTARY PUBLIC for the State of Arizona  
 PINAW COUNTY  
 My Comm. Expires Feb 11, 2011  
(Signature of NOTARY PUBLIC)

My commission expires on: 11 Feb 2011  
Day Month Year

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

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

The foregoing instrument was acknowledged before me this

x \_\_\_\_\_ day of \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one) Month Year

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

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

My commission expires on: \_\_\_\_\_  
Day Month Year

10 SEP 22 11:20

**Questionnaire Supplementary for AZ Dept of Liquor License & Control  
Entity Responses - Circle K Stores Inc**

re: **Brian Patrick Hannasch**

**QUESTION 16: Entity response for Circle K Stores Inc.  
See attached list of AZ violations**

**QUESTION 17: Entity response for Circle K Stores Inc.**

Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate retail convenience markets in the United States and Canada under the following names.

Circle K (US)	Tabatout (Canada)
Phillips 66 (US)	Dipanneur 7 jours (Canada)
Mac's (US)	Mac's (Canada)
Bigfoot (US)	Wink's (Canada)
Handy Andy (US)	Mike's Mart (Canada)
Dairy Mart (US)	Becker's (Canada)
Couche-Tard (Canada)	Daisy Mart (Canada)
Provi-Soir (Canada)	Dunkin' Donuts (Canada)

Most of these sites have alcohol.

Number of Sites: Approximately 5,000 (3,000-US & 2,000-Canada)  
Circle K Stores Inc operates approximately 2,000 stores in 18 states.

Interest is limited to employee/manager/officer relationship.

**License applications denied** - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

**Licenses suspended/fined** - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

**Licenses revoked** - To the best of our knowledge there has been no alcohol license revoked.

**QUESTION 19:**

Only as an officer of Alimentation Couche-Tard Inc. and it subsidiary's, including Circle K Stores Inc., operating convenience markets under the names listed above in question 17.

In response to the entity questions

  
\_\_\_\_\_  
Kim Kwiatkowski

10 SEP 22 11:42 AM 10:20

2010 AZ LIQUOR VIOLATIONS 2010												
		Violations:	Dismissed	1st	2nd	3rd	4th	Total				
		Number of:	0	0	0	0	0	0				
		10=8/W										
		09=L/B/W		\$0.00				count=	0			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd,4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
NO VIOLATIONS FOR 2010												
2009 AZ LIQUOR VIOLATIONS 2009												
		Violations:	Dismissed	1st	2nd	3rd	4th	Total				
		Number of:	0	2	2	0	0	4				
		10=8/W										
		09=L/B/W		\$750.00				count=	4			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd,4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
04-09	09-010009	2700663	Z3122	St Johns	\$750.00	1st	2/12/2009	Apache City SD	CUB	No	Sold to minor	Elizabeth McLaughlin
06-09	09-093000	2700587	Z3127	Sedona	\$750.00	1st	5/15/2009	Sedona PD	CUB	No	Sold to minor	Tim Rundquist
06-09	10-100118	2702944	Z3188	Tucson	\$4,500.00	2nd	2/24/2009	Tucson PD	na	na	Sold to minor	Jolene Jose
08-09	10-100118	2702944	Z3188	Tucson	\$3,000.00	2nd	3/13/2009	Tucson PD	na	na	Sold to intoxicated	Jolene Jose
2008 AZ LIQUOR VIOLATIONS 2008												
		Violations:	Dismissed	1st	2nd	3rd	4th	Total				
		Number of:	0	6	2	0	0	8				
		10=8/W										
		09=L/B/W		\$1,500.00				count=	12			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd,4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
11-08	09-030014	2705923	Z3121	Flagstaff	\$750.00	1st	8/8/2008	AZ DOL	Observed	Yes	Sold to minor	Patrick Leinweber
09-08	10-070502	2707964	Z3117	Phoenix	\$750.00	1st	7/26/2008	AZ DOL	Observed	Yes	Sold to minor	Jackline Zazzara
01-09	10-130021	2700769	Z3121	Prescott Valley	\$1,500.00	1st	9/13/2008	Yavapai Sheriff	CUB	Yes	Sold to minor/intoxicated	Shaaron Marie Stahl
01-09	09-030014	2700523	Z3121	Flagstaff	\$750.00	2nd	10/23/2008	Flagstaff PD	CUB	No	Sold to minor	Richard A Horvath
01-09	10-070162	2700652	Z3142	Phoenix	\$1,500.00	1st	9/19/2008	Phx PD	CUB	No	Sold to minor	Kimberly Fuller-Nurudeen
02-09	10-100118	2702944	Z3188	Tucson	\$3,000.00	2nd	2/16/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Jolene Jose
03-09	10-100118	2702944	Z3188	Tucson	\$1,000.00	1st	12/6/2008	AZ DOL	Observed	Yes-Fake	Sold to minor (Admin)	Juan Jose Guzman
03-09	08-110012	2702927	Z3123	Maricopa	\$750.00	1st	12/12/2008	Maricopa PD	CUB	No	Sold to minor	Zachary Odray

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT:** Music License

**STAFF PRESENTER:** Ricky LaPaglia, Parks  
and Recreation Director

**RECOMMENDATION:**

The Parks and Recreation Department recommends entering into an agreement for music licensing with ASCAP to cover our City Events.

**DISCUSSION:**

Having this music license will protect the city from incurring any penalties or fines for playing music at events without a music license.

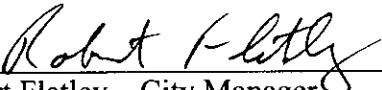
**FISCAL IMPACT:**

\$305.00 per year

**Attachments**

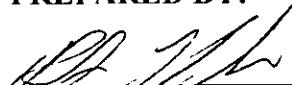
Copy of contract with ASCAP for the music license.

**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley – City Manager

  
\_\_\_\_\_  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
\_\_\_\_\_  
Ricky LaPaglia – Parks and Recreation  
Director

*REVIEWED VIA - E-MAIL*  
\_\_\_\_\_  
Denis Fitzgibbons – City Attorney

## LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

# Agreement

between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2675 Paces Ferry Road, SE, Suite 350, Atlanta, GA 30339

and City of Coolidge, AZ

("LICENSEE"), located at

130 W Central Ave Coolidge AZ 85228-4406

as follows:

### 1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment" means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing December 1, 2010, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

### 2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
  - (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
- (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
  - (ii) by or at colleges and universities;
  - (iii) at any professional sports event or game played on the Premises;
  - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
  - (v) by any symphony or community orchestra;
  - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

### 3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
  - (ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
  - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

### 4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
- (i) the date presented;
  - (ii) the name of the attraction(s) appearing;
  - (iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
  - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE'S place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE'S Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

### 5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

### 6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP'S operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

### 7. Non-Discrimination

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

### 8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS

LICENSEE City of Coolidge, AZ

By \_\_\_\_\_

TITLE \_\_\_\_\_

By \_\_\_\_\_

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



# City of Coolidge

130 W. Central Avenue  
Coolidge, Arizona 85128  
(520) 723-5361

TDD: (520) 723-4653 / Fax: (520) 723-7910

It is understood that regarding the License Agreement between ASCAP and the City of Coolidge, Arizona, the following provisions apply:

**Conflicts of Interest:** The provisions of A.R.S. §38-511 relating to the cancellation of contracts due to conflicts of interest shall apply to this Agreement.

**Scrutinized Business Operations:** In signing this Agreement, ASCAP certifies pursuant to ARS §35-391 that it does not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that it does not have scrutinized business operations in Iran.

**AMERICAN SOCIETY OF COMPOSERS  
AUTHORS AND PUBLISHERS:**

**CITY OF COOLIDGE,  
ARIZONA:**

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

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

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

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

Police Department 911 S Arizona Blvd (520) 723-5311	City Court 110 W. Central (520) 723-6031	Library 160 W. Central (520) 723-6030	Public Works 411 W. S. 1 <sup>st</sup> . (520) 723-4882	Parks & Recreation 660 S. Main (520) 723-4551	Growth Management 131 W. Pinkley (520) 723-6075	Fire Department 103 W. Pinkley (520) 723-5361
--	--	---	--	--	--	--



# LOCAL GOVERNMENT ENTITIES

## 2011 Rate Schedule

### SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$309.00
50,001	to	75,000	\$615.00
75,001	to	100,000	\$740.00
100,001	to	125,000	\$986.00
125,001	to	150,000	\$1,233.00
150,001	to	200,000	\$1,603.00
200,001	to	250,000	\$1,972.00
250,001	to	300,000	\$2,343.00
300,001	to	350,000	\$2,713.00
350,001	to	400,000	\$3,083.00
400,001	to	450,000	\$3,452.00
450,001	to	500,000	\$3,823.00
500,001	and over		*** \$4,685.00

\*\*\* \$4,631 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$61,652

### SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

### SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$309.

#### License Fee for Year 2012 and Thereafter

For each calendar year commencing 2012, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.





A S C A P

## DISCLOSURE NOTICE

(1) The American Society of Composers, Authors and Publishers (ASCAP) is offering you a license agreement that would allow you to perform lawfully, at your place of business, any of the millions of copyrighted musical works that are covered by the license. The fee schedule and other contract terms applicable to the ASCAP license may be found in the agreement that you have received from ASCAP. The rates and terms of royalties under the agreement are the same as those for comparable businesses in your county.

(2) You may check whether specific musical works are covered by the ASCAP license agreement, or find out if specific writers or publishers are members of ASCAP, or make other inquiries relating to specific musical works licensed by ASCAP by calling us at 1-800-450-4223 during regular business hours; or you may write to ASCAP, 2675 Paces Ferry Road, SE, Suite 350, Atlanta, GA 30339, attn: Phil Skinner.

(3) Information about ASCAP's members and the musical works in the ASCAP repertory can also be obtained in a variety of other ways. Separate databases of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web Site, [www.ascap.com](http://www.ascap.com) (access the "ACE Database of Musical Titles" to determine whether particular songwriters or specific songs are in the ASCAP repertory). The ACE System is a database consisting of the titles of hundreds of thousands of performed musical works in the ASCAP repertory and the names of the writers, publishers and performers of those works. ASCAP's ACE System can also be accessed via the computer facilities of the Arizona Secretary of State (for information, contact the Secretary of State's office at (602) 542-4285). The listing of works available via the ACE System contains the titles of copyrighted musical works for which ASCAP has collected royalties on behalf of copyright owners and which have been performed publicly; is updated weekly; and may be deemed to constitute the ASCAP repertory during the term of our license agreement. Data similar to that contained in the ACE Database is also available on DVD-ROM and is available free of charge by written request to ASCAP, One Lincoln Plaza, New York, NY 10023, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained *gratis* by written request to Mr. Skinner at the above address. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Skinner at a cost of \$2200.00 plus shipping and handling (the listing is over 10,000 pages in length). You can also call or write to our Repertory Department (Clearance Section) at our New York address for additional information (the toll-free telephone number is (800) 95-ASCAP).

The foregoing information is being provided to you in accordance with the provisions of the 1998 Arizona Music Licensing Practices Act, Ariz. R. S. §§44-6901, et seq. Our failure to provide this information would be a violation of the Act.

### **RIDER TO LICENSE AGREEMENT**

All billing statements, invoices or other requests for payment of license fees due ASCAP pursuant to the License Agreement shall include an itemization that shows the calculation of such fees based on the applicable factors set forth in the annexed Rate Schedule.



January 3, 2011

Ms. Norma Ortiz  
City of Coolidge, AZ  
City of Coolidge, AZ  
130 W Central Ave  
Coolidge, AZ 85228-4406

Dear Ms. Ortiz:

I recently sent you a package of information explaining copyright licensing for your local governmental entity. Included in that package was the ASCAP license agreement and invoice for fees. I hope you have had the time to review this information.

As I explained in my first letter, the ASCAP license gives you legal permission to perform any of the over eight million titles in our repertory. That eliminates the need for you to contact the owner of each individual piece of music.

If you have not done so already, please sign the license agreement recently sent to you, and send it to us, along with fees as specified on the invoice. A fully-executed copy of the agreement will be returned to you. For your convenience, you may pay your ASCAP license fees by fax. Simply complete the credit/debit card information on the invoice and fax it, along with your signed license agreement, to 770-805-3410. You may also pay fees by phone by calling me at the number below and providing me with the appropriate checking account information.

As always, if there are any questions, please feel free to call me at the number below.

Sincerely,

A handwritten signature in black ink that reads "Michele McKinney". The signature is written in a cursive, flowing style.

Michele McKinney  
(800) 910-7346 ext. 37

Enclosures: License, Rate Schedule, Report Form, Invoice, An ASCAP License Is Just Sound Policy, ASCAP Keeps You in Tune With Copyright Law, Disclosure

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT: Special Use Permit for the City of Mesa for an alternate site for a private Correctional Facility between Storey and Steele Roads and west of Wheeler Rd. in Coolidge**

**STAFF PRESENTER: C. Alton Bruce**

**RECOMMENDATION:**

The Planning and Zoning Commission and staff recommend that Council grant this Special Use Permit

**DISCUSSION:**

The City of Coolidge has received a proposal from City of Mesa to designate a property they own as a possible alternate site to construct a private minimum/medium security correctional facility in Coolidge. They have offered this site to Management Training Corporation as an alternate to the Randolph/Vail Rd. site and MTC has met with Mesa to discuss this property.

In 2010 the City adopted an amendment to the Zoning Ordinance to allow Correctional Facilities by Special Use Permit in a number of zones including the AG zone. Granting this SUP provides an alternate site if, for some reason, the Randolph/Vail site cannot be used.

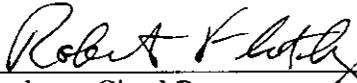
**FISCAL IMPACT:**

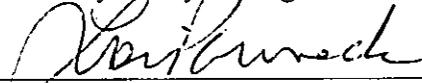
Adopting this SUP can only improve the chances that this proposed Correctional Facility project to can move forward in Coolidge which could potentially add hundreds of construction and permanent jobs to the community.

**Attachments**

Staff report.  
Mesa Proposal  
Location Graphic

**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley – City Manager

  
\_\_\_\_\_  
Lisa Pannella – Finance Director

\_\_\_\_\_  
  
\_\_\_\_\_

**PREPARED BY:**

  
\_\_\_\_\_  
C. Alton Bruce – Growth Mgmt. Director

\_\_\_\_\_  
  
\_\_\_\_\_

**City of Coolidge, Arizona  
Notice of Public Hearing**

Notice is hereby given that the Coolidge City Council will hold a public hearing on **Monday, January 24, 2011 at 7:00 P.M.** in the City Council Chambers at 911 S. Arizona Boulevard to consider the following:

**COOLPZ – 10-12-18 SUP:** Application for a Special Use Permit for a Private Correctional Facility located in the Agricultural Zone, such use to be located on property currently owned by the City of Mesa Municipal Development Corporation between Storey and Steele Roads west of Fast Track Road, APNs 401-21-050 & 401-21-051B The Planning and Zoning Commission voted unanimously to forward this proposal to City Council with a recommendation for approval.

All persons with special accessibility needs, including large print materials or interpreters should contact the ADA Coordinator at (520) 723-5361 or TDD (520) 723-4653 no later than 10:00 am January 24, 2011.

Number of publications: 1

Date of publication: January 12, 2011 -- Coolidge Examiner

By: C. Alton Bruce – Growth Management Director

## MEMORANDUM

**TO:** MAYOR SHOPE, MEMBERS OF COUNCIL

**FROM:** C. ALTON BRUCE – GROWTH MANAGEMENT DIRECTOR

**DATE:** 14 JANUARY 2011

**RE:** APPLICATION FOR A SPECIAL USE PERMIT FOR A 3,000 TO 5,000-BED MINIMUM/MEDIUM SECURITY FACILITY ON PROPERTY OWNED BY THE CITY OF MESA MUNICIPAL DEVELOPMENT CORP LOCATED BETWEEN STEELE AND STORY ROADS WEST OF WHEELER RD.

**Site:** The site comprises, approximately, 635 acres located between Steele and Storey Roads and west of Wheeler Road. It is located in an Agricultural (AG) Zone.

**History:** No recent, relevant history.

**Proposal:** The applicant is requesting a Special Use Permit to allow for the provision of a 3,000 to 5,000 bed private correctional facility for the Arizona Department of Corrections. The City of Mesa wishes to offer this as an alternate site for Management Training Corporation in their proposal in response to the AZ Dept. of Corrections Request for Proposals for up to 5,000 beds of private correctional services for in-state inmates.

**Discussion:** The City's Zoning Code was amended to allow provision for Special Use Permits in 2010. Such a Special Use Permit makes it possible for certain uses to be accommodated, which don't fit into traditional use patterns.

The relevant provisions of the Zoning Code state:

*"...The special permit procedure is intended to allow the location of certain uses while maintaining adequate protection to the surrounding area. These uses, which are necessary in urban development, do not usually conform with traditional use groupings..."*

The main issue here is ensuring that the proposal can be accommodated while ensuring that the surrounding area is protected from any potential impact.

The applicant proposes this location as an alternate site for the private correctional facility proposed by Management Training Corporation for the area. It will be built to comply with the requirements of the Agricultural Zone in terms of set backs and building heights. The facility will be built a low-impact, college campus style and would have

minimum visual impact on the surrounding agricultural landscape. Buildings would be set back a *minimum* of fifty feet from all property lines and the maximum building height would be no more than twenty-eight (28) feet, in compliance with the requirements of the Agricultural Zone.

The applicant will also be providing landscaping to enhance the appearance of a college campus.

Surrounding the Mesa parcel is the Goldman Dairy to the south. The Dairy is currently a part of a proposed Coolidge Annexation and is surrounded by City of Mesa - owned lands. To the northeast of this property is State Lands and the southeast of the site is more State and Federal lands along with some individual properties that are currently zoned as mixture of agricultural and/or general rural..

If this application is approved and MTC chooses to use this site rather than the approved site at Randolph and Vail, they will be required to submit a Major Site Plan Review application prior to development. This will be brought before both the Planning and Zoning Commission and the City Council, where there will be further opportunity for public comment.

The proposed facility, when complete, will create 500-800 full-time jobs and has the potential to generate \$25.2 million from construction related activity and over \$7 million a year from operations for the State, County and City.

**Planning and Zoning Commission Action:** The Planning and Zoning Commission held a public hearing on January 5, 2011 and unanimously forwarded this case to the City Council with a recommendation of approval.

**Recommendation:** Approval with the stipulation that:

- The Special Use Permit will expire in 18 months if the site is not chosen by Management Training Corporation for use in its project.



## **Special Use Permit Request**

**3,000 - 5,000 Bed Min/Med Security Facility**

**Approx. 635 acres (APN: 401-21-050; 401-21-051B)**

**North of La Palma and West of Fast Track in Coolidge, AZ**

**Submitted to: City of Coolidge, AZ**

**Submitted by: City of Mesa, AZ**

**Mesa Staff Contact: Natalie N. Lewis, Asst. to City Mgr.,**

**480-644-4938, [natalie.lewis@mesaaz.gov](mailto:natalie.lewis@mesaaz.gov)**

**December 20, 2010**

## Request Description

The subject property (the “property”) shown in **Exhibit 1** is owned by the City of Mesa, AZ and consists of approximately 635 acres, between Storey and La Palma/Steele roads and Fast Track and Vail roads in Coolidge, Arizona. This request is for a Special Use Permit (“SUP”) to allow a private correctional facility pursuant to Section 1910 of the Coolidge Zoning Ordinance within the existing AG (Agricultural Zone) zoning district. The SUP process is intended to allow certain land uses within Agricultural or Industrial zones that may not be appropriate to locate anywhere within a zoning district boundary, but will be of benefit to the community.

Based on preliminary discussions with the City of Coolidge City Manager’s Office and Growth Management staff as well as with possible private prison team partners, Mesa’s property would be ideally situated to accommodate a minimum- to medium-security correctional facility. In fact, the property would be large enough to provide ample space for future additions, if the Arizona Department of Corrections (ADOC) decided they needed an expansion to a facility or needed to build an additional facility. See conceptual site plans, **Exhibits 2 and 3**. The property is located along Fast Track, a planned minor arterial, and La Palma/Steele Road, a planned major arterial. The proposed site would provide ample space for landscaping, parking, buffering and prison facilities.

While the current Coolidge General Plan shows this site to be planned for mid- to low-densities, the City of Coolidge is working to update their General Plan in the coming year and has expressed interest to the City of Mesa to consider a mixed-use, flexible zoning category that allows for a focus on employment opportunities, such as the proposed prison.

In addition and based on the land’s proximity to the Union Pacific Railroad, SR-87 and possibility a future transit corridor to connect US-60 to I-10, Mesa and the City of Coolidge envision this and surrounding lands to be a mix of industrial, commercial and other employment-oriented uses. While there is another Coolidge parcel being considered, this particular location is further south of the planned Future Westcor Mall site and the currently planned residential in that area of Coolidge.

Surrounding the Mesa parcel is the Goldman Dairy to the south. The Dairy is currently a part of a proposed Coolidge Annexation and is surrounded by City of Mesa-owned lands. To the northeast of this property is State Lands and the southeast of the site is more State and Federal lands along with some individual properties that are currently zoned as mixture of agricultural and/or general rural.

In addition to the conceptual site plans, we have also provided examples of existing Florence (**Exhibit 4**) and Perryville (**Exhibit 5**) fully built-out prisons in AZ that have been overlaid onto this proposed site. These are provided as examples to further demonstrate that the proposed 635 acres can accommodate any facility envisioned within the upcoming RFP(s). Per information on the Arizona Department of Corrections website, the latest count for Perryville is approximately 3,500 inmates and for Florence are 4,400. Both prisons are nearing capacity as are the other in-state and private prisons, thus the urgent need for additional prison capacity.

At stake in this competitive process is an estimated 500-800 jobs to Coolidge and the County, including administrators, instructors, counselors, correctional officers, health services, food services and clerks. Receiving a SUP for this land will enable the City of Mesa land to become another eligible site for ADOC consideration within a competitive Request for Proposal (RFP) for a low- to medium security prison in Arizona. This RFP is expected to be re-released in late 2010 or early 2011. Mesa believes that providing ADOC with more than one Coolidge-based option offers them the most complete, highly-competitive package and would serve as a signal to the State that Coolidge is committed to finding the best location for current and future ADOC needs.

**Attachments:**

**Exhibit 1:** SUP Requested Location – Aerial

**Exhibit 2:** Conceptual Site Plan

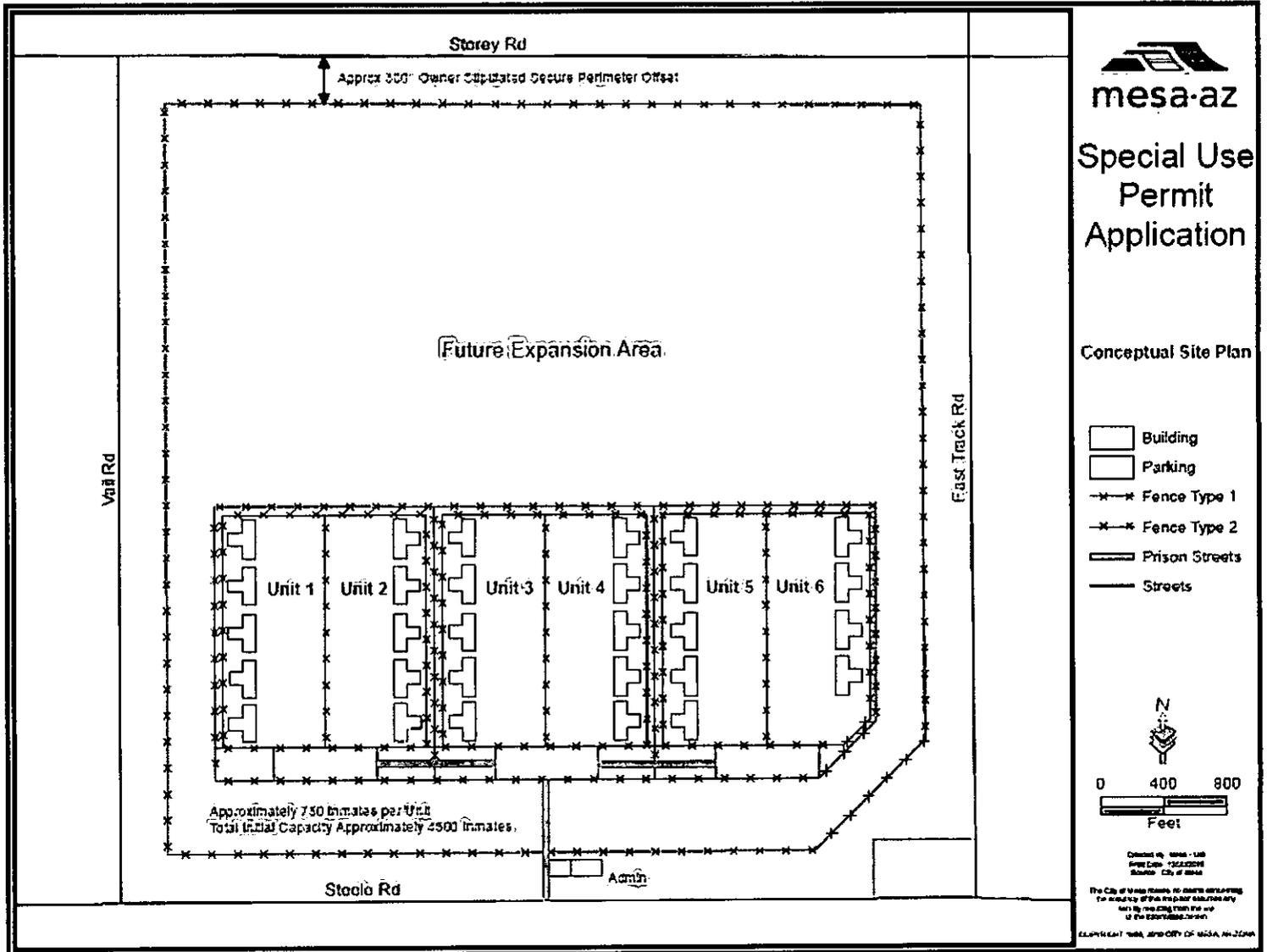
**Exhibit 3:** Conceptual Site Plan – Aerial

**Exhibit 4:** Florence, AZ Prison Example Overlay

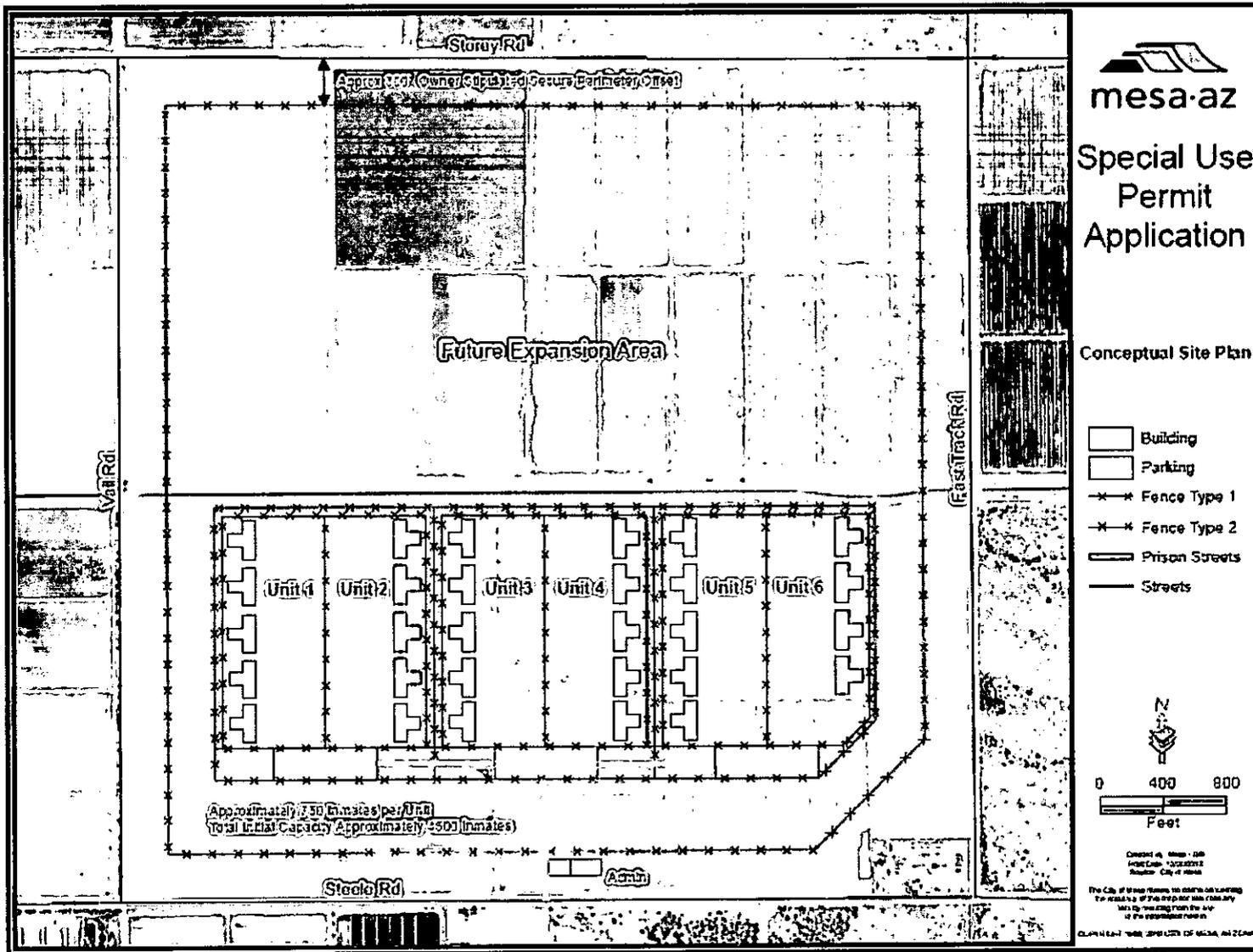
**Exhibit 5:** Perryville, AZ Prison Example Overlay



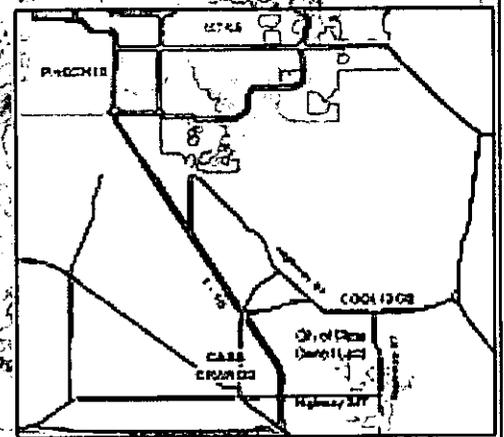
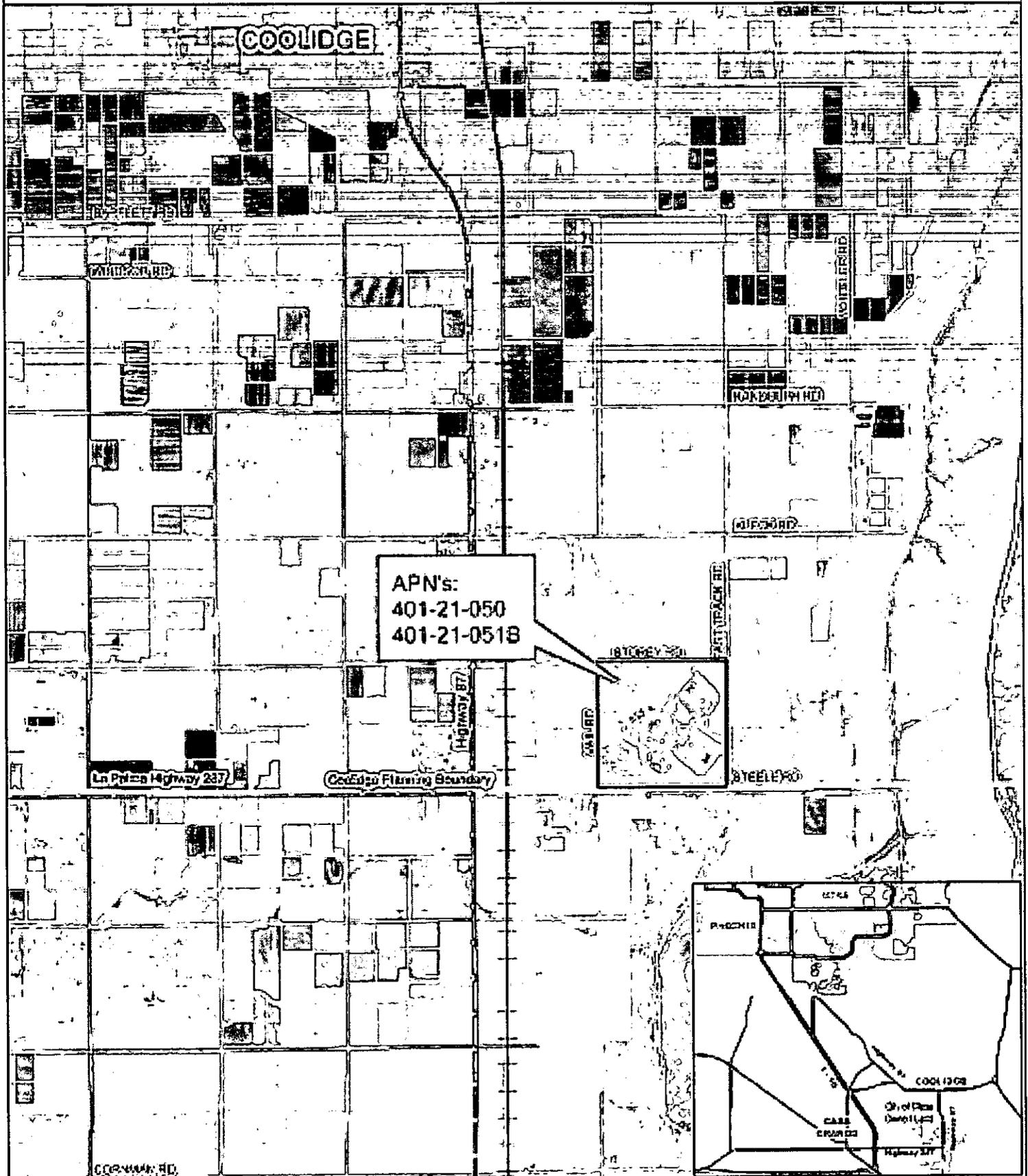
# EXHIBIT 2



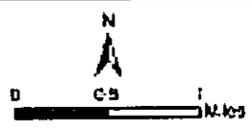
# EXHIBIT 3



# Exhibit 4 Coolidge Special Use Permit Request

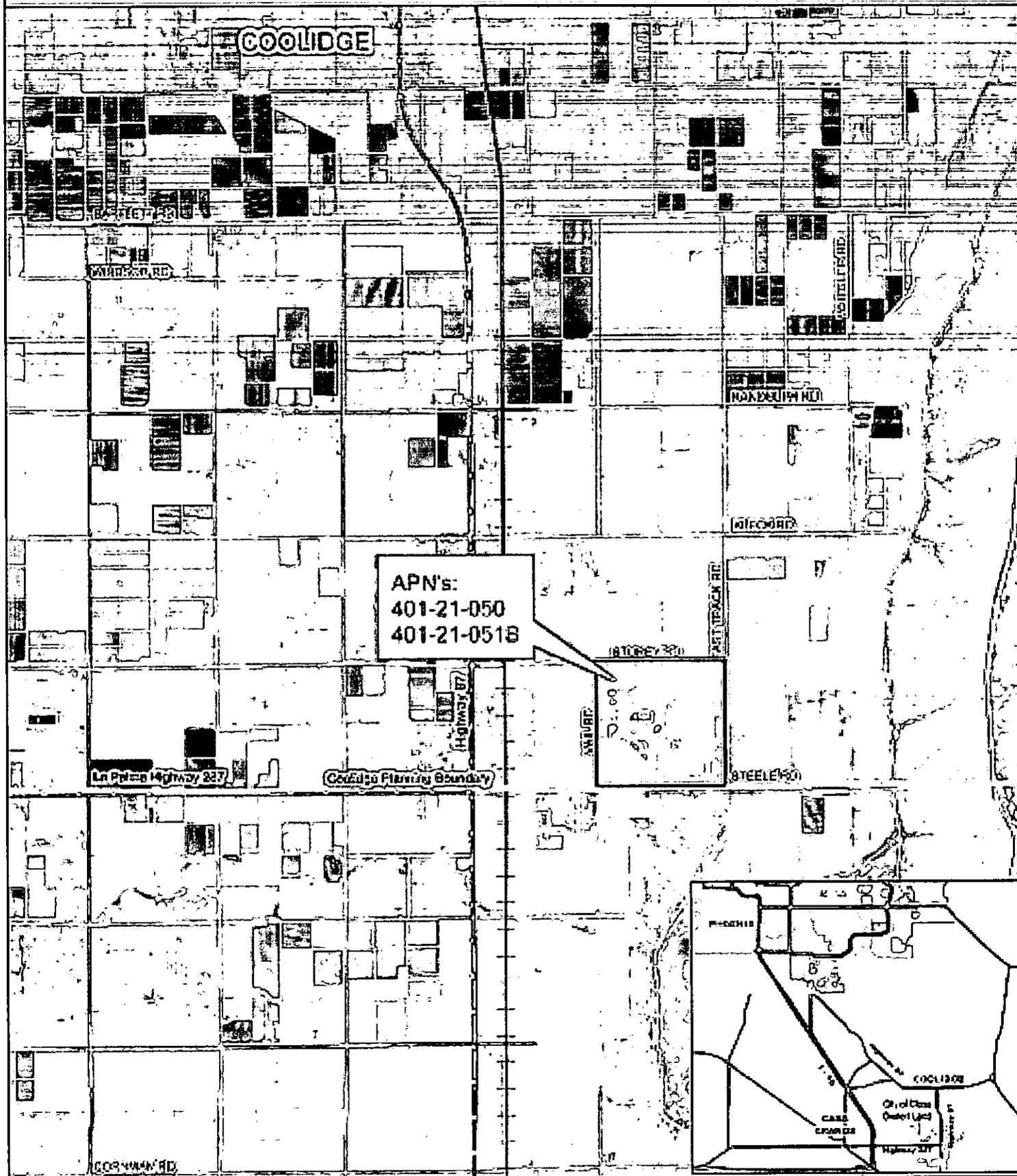


- Legend**
- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li> Special Use Permit Request Area</li> <li> Street/Road</li> <li> Highway</li> </ul> | <ul style="list-style-type: none"> <li> City of Mesa</li> <li> Denied Property</li> <li> Railroad</li> <li> Canal</li> </ul> |
|--|--|



MAP CREATED BY City of Mesa  
 SOURCE: City of Mesa, City of Coolidge, City of Pima  
 City of Pima (County)  
 City of Pima (County)  
 City of Pima (County)

# Exhibit 5 Coolidge Special Use Permit Request



### Legend

- |   |                                 |   |                |
|---|---------------------------------|---|----------------|
|  | Special Use Permit Request Area |  | City of Mesa   |
|  | Street/Road                     |  | Owned Property |
|  | Highway                         |  | Railroad       |
|   |                                 |  | Canals         |



MAP CREATED DATE: 12/18/10  
 MAP DRAWN BY: D. Williams, C.I.  
 CHECKED BY: M. Davis, D.V.I. City of Coolidge, B. Priddy, C.I.

No warranty is made by the City of Mesa for the use of any information contained herein for purposes not intended by the City of Mesa.

STOREYRD

14

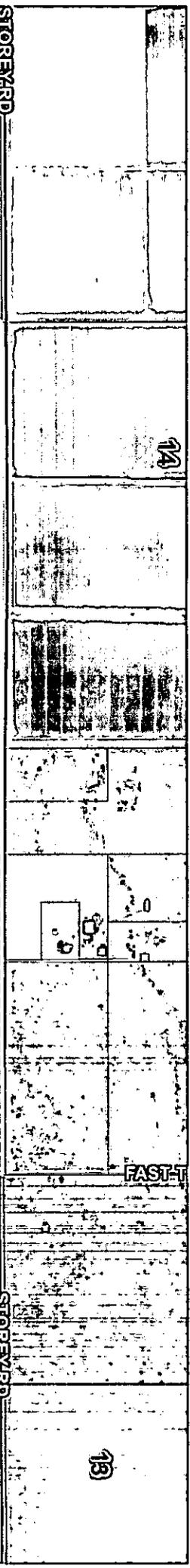
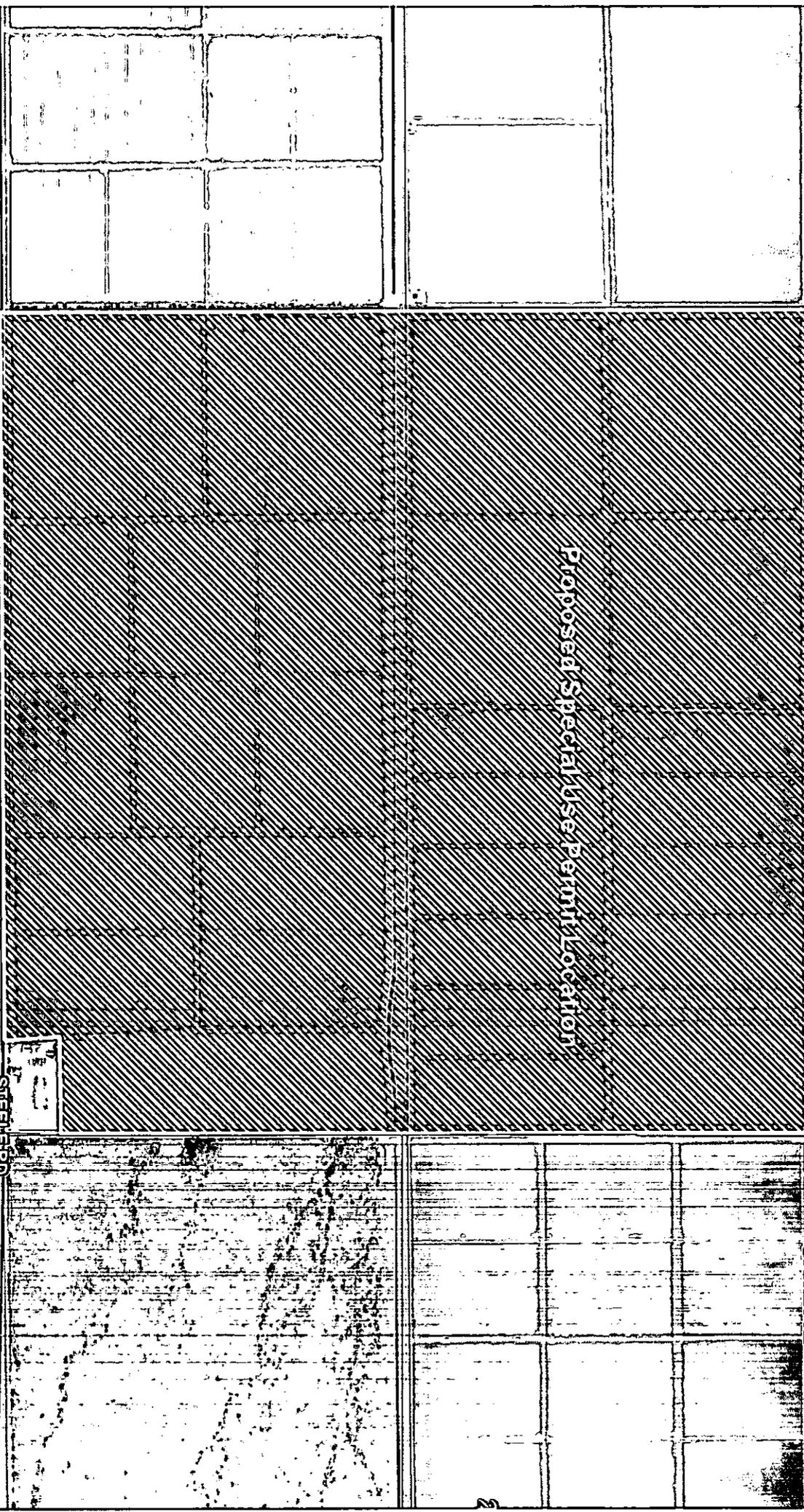
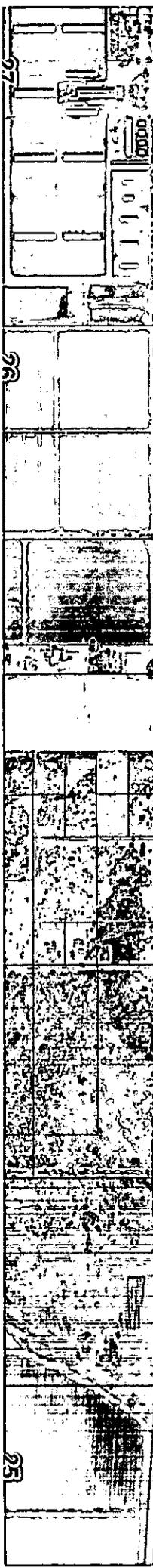
Proposed Special Use Permit Location

FASHT

STEELE RD

STOREYRD

19



**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT: Grant Agreement with AZ Dept of Transportation for their share of the FAA funded AWOS Project at Coolidge Municipal Airport**

**STAFF PRESENTER: C. Alton Bruce**

**RECOMMENDATION:**

Staff recommends that Council adopt this Agreement

**DISCUSSION:**

For eligible FAA funded projects at the Coolidge Municipal Airport, the Arizona Department of Transportation – Aeronautics Division may provide 2.5% of the total cost of the project under a Grant Agreement to the City. For the AWOS project, which was 95% funded by FAA, this totals \$5,075 from ADOT Aeronautics. The Attached Grant Agreement is for those funds.

**FISCAL IMPACT:**

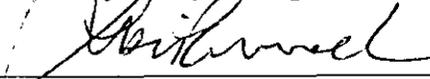
Approval of this grant from ADOT limits the City's cost for this project to 2.5% or \$5,075 for the installation of the AWOS. .

**Attachments**

ADOT Grant Agreement

**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley – City Manager

  
\_\_\_\_\_  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
\_\_\_\_\_  
C. Alton Bruce – Growth Mgmt. Director

**Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group**

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, 2011, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Coolidge, a political subdivision of the State of Arizona, (the "Sponsor") for a grant of State funds for the purpose of aiding in financing a Project of *Purchase & install Automatic Weather Observation System (AWOS)* (the "Project"), for the improvement of the Coolidge Municipal Airport (the "Airport").

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on November 19, 2010, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

**Sponsor's Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: November 20, 2010. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

**Grant Number EIF22**

City of Coolidge  
Coolidge Municipal Airport

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

**Obligations**

- 1) The minimum funding participation from the Sponsor shall be Two and One-Half Percent (2.5%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be Five Thousand Seventy Five (\$5,075.00).
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or December 30, 2014, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State the grant or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Preliminary Work Provision**

Any preliminary work, for which costs for this Project were incurred after July 1, 2010 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

**Part II**

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
  
- 2) The Sponsor now has on deposit, or is in a position to secure \_\_\_\_\_ Dollars (\$\_\_\_\_\_), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

\_\_\_\_\_  
(enter local funding type and location)

- 3) The Sponsor hereby designates \_\_\_\_\_, \_\_\_\_\_  
Name Title  
to receive payments representing the State's share of project costs.

\_\_\_\_\_  
Signature of Sponsor's Representative

\_\_\_\_\_  
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: 866000240 02

Sponsor Vendor Address: City of Coolidge, 130 W. Central Ave., Coolidge, AZ 85228

**Exhibits**

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

SPONSOR:

City of Coolidge  
Coolidge Municipal Airport

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

Title: Jennifer Toth, Director

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

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

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

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

WITNESSED BY:

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

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

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

WITNESSED BY:

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

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

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

**EXHIBIT A**

**Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

**General**

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

### **Financial**

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

### **Record Keeping**

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

### **Airport Based Aircraft Reporting**

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

### **Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

**Airport Operation**

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
  - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
  - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
  - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
  - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
  - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
  - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

#### **Sponsor Transactions**

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

**Airport Revenues**

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

**Disposal of Land**

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
  - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

## **EXHIBIT B**

### **General Provisions**

#### **Employment of Consultants**

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

#### **Contracts**

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
  - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
  - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
  - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
  - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
  - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
  - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
  - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
  - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

**Conflict of Interest**

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

**Reports**

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

**Changes**

**Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement.** Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

**Audit**

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

**Failure to Perform**

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

**Termination for Convenience**

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Waiver by State**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

**Compliance with Laws**

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

**Arbitration**

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

**Jurisdiction**

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

**Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

**State Inspectors**

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

**Indemnification**

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

**Required Provisions Deemed Inserted**

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

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

## **EXHIBIT C**

### **Specific Provisions and Project Schedules**

#### **Provisions for Design/Construction**

##### **Financial Cost Categories**

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

##### **Design Review – Plans, Specifications and Estimates**

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

**FAA Notice of Proposed Construction**

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

**Bidding - Alternate Bidding Methods**

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

**Based on Bids**

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

**Contractor Allowance**

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

**Contingencies**

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

**Itemized Allowance**

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

**Construction Inspection**

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

**Change Orders**

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

**Construction Contract Documents**

**Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant.** All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

**Design/Construction Project Schedules**

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

**Schedule One**  
**Design/Construction Project Description and Funding Allocation**

**Detailed Project Description:** FAA AIP # 3-04-0011-007-2010

Purchase & install Automatic Weather Observation System (AWOS)

<b>Project Cost Category</b>	<b>Total Estimated Project Cost</b>	<b>Estimated Local Share</b>	<b>Estimated Federal Share</b>	<b>Estimated State Share*</b>
Design/Engineering Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
<b>Total Project Costs</b>	\$	\$	\$	\$

\*Total of this column to be used in Schedule Two.

\*\* Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

\*\*\* All force account work is to be approved by the State prior to the grant agreement being signed.

**NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.**

**Schedule Two**  
**Design/Construction Project Reimbursement Schedule**

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

**Instructions:**

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

**Total State Funds:** \$ 5,075.00

**Projected Reimbursement Requests / State Cash Flow**

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2010	\$	\$	\$	\$	\$	\$
2011	\$	\$	\$	\$	\$	\$
2012	\$	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2010	\$	\$	\$	\$	\$	\$
2011	\$	\$	\$	\$	\$	\$
2012	\$	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$

**Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.**

### Schedule Three Design/Construction Project Milestones

**Milestone Duration Guidelines**

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

<b><u>Design/Construction Milestone Schedule</u></b>					
Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
<b>Consultant Selection Phase</b>					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
<b>Design &amp; Engineering Phase</b>					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
<b>Bidding Phase</b>					
Bid Set Submitted (100%) for Review/Approval					
Issue Invitation for Bids					
Submit Bid Tab for State Review/Approval					
Award Construction Contract/Submit to the State					
<b>Construction Phase</b>					
Pre-Construction Meeting					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					
Submit Final Reimbursement Request and Sponsor Closeout Letter					

\* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT: Approve issuing Notice to Proceed to Wilcox Professional Services for Construction Management of the AWOS System Project.**

**STAFF PRESENTER: C. Alton Bruce**

**RECOMMENDATION:**

Staff recommends approving this Notice to Proceed.

**DISCUSSION:**

Staff has conducted an in-depth selection process for on-call engineering services for the Coolidge Municipal Airport. The Master Contract has a term of three years. Selection was conducted in compliance with FAA Advisory Circular AC 150/5100-14D and included a Request for Qualifications, scoring of the resultant Statements of Qualifications, interviews with the three firms receiving the highest score in the first round and then selection of the most qualified firm. FAA requires then that the consultant submit a cost proposal for the each project on the list. The project encompassing the design of the AWOS system has been awarded and is nearly completed. The next phase in the project is Construction Management which includes taking the project through the bidding and construction phases. FAA requires that the City secure an independent cost estimate for those services followed by a negotiation with the consultant to arrive at a final price. The process then needs to be reviewed by the FAA for compliance with required processes.

These steps have been followed and Wilcox has been selected for the construction management of the AWOS at a cost of \$20,980. This is 12.3% below the independent cost estimate of \$23,940.

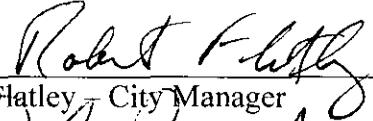
**FISCAL IMPACT:**

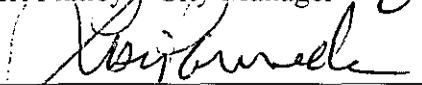
Expenditure of \$20,980, 97.5% covered by FAA and ADOT Grant. Cost to the City will be \$524.50.

**Attachments**

Authorization of Services 10-01 Amendment 1  
AWOS Man-Hour Analysis – Construction Management  
Independent AWOS Estimate

**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley – City Manager

  
\_\_\_\_\_  
Lisa Pannella – Finance Director

\_\_\_\_\_  
  
\_\_\_\_\_

**PREPARED BY:**

  
\_\_\_\_\_  
C. Alton Bruce – Growth Mgmt. Director

\_\_\_\_\_  
  
\_\_\_\_\_

**AUTHORIZATION OF SERVICES 10-01 AMENDMENT 1  
COOLIDGE MUNICIPAL AIRPORT  
CONSTRUCTION SERVICES**

---

1. **Scope of Work.** The **Consultant** shall provide the professional airport consulting services described in Exhibit A of this Authorization of Services Amendment to the Airport Consultant Services Contract dated October 11, 2010, and all subsequent amendments and/or extensions.

More specifically, this Authorization of Services includes Project Bidding and Construction Services for Airfield Improvements for the following:

**Project:** PURCHASE AND INSTALL AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS)

2. **Basis of Fee.** As outlined in Exhibit B Fee shall not exceed twenty thousand nine hundred eighty dollars (\$20,980.00).
3. **Additional Services.** The fee for any additional services required by the **City** will be computed either on a negotiated lump sum or upon actual hours and expenses incurred by the **Consultant**.
4. **Payments.** The **Consultant** will be paid by the **City** on a basis of monthly requisitions for payment in accordance with the provisions of Article 2 of the Airport Consulting Services Contract.
5. **Completion Date.** The **Consultant** agrees to perform its bidding and construction services hereunder in character, sequence, and timing as shall be coordinated by the **City**.
6. **Subcontracts.** The **Consultant** is authorized by the **City** to subcontract specific items of work to JK Engineers, Inc., hereinafter referred to as Sub consultant. The **Consultant** must receive approval in writing from the **City** prior to utilization of a sub consultant.

**FOR THE CONSULTANT**

Wilcox Professional Services of Arizona, LLC

By: \_\_\_\_\_  
David A. Gilbertson, P.E., R.L.S.

Attest: \_\_\_\_\_

**FOR THE CITY**

CITY OF COOLIDGE

By: \_\_\_\_\_  
Mayor,

Attest: \_\_\_\_\_

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

Attached and Incorporated by Reference:

**Exhibit A** – Scope of Services

**Exhibit B** – Schedule of Fees

**EXHIBIT 'A'**  
**SCOPE OF SERVICES**  
COOLIDGE MUNICIPAL AIRPORT

---

PROJECT: PROJECT BIDDING AND CONSTRUCTION SERVICES FOR PURCHASE AND INSTALLATION OF AWOS

**PROJECT DESCRIPTION**

The work will include project bidding and construction services for the purchase and installation of an Automated Weather Observation System, (AWOS) at Coolidge Municipal Airport. The AWOS will be located at the site depicted on the updated Airport Layout Plan. The project will be funded by a grant from the Federal Aviation Administration, Project# AIP 3-04-0011-007-2010.

**SCOPE OF SERVICES**

The Engineer will be responsible for accomplishing professional services required to provide assistance to the City during bidding and perform construction services for the aforementioned airport improvements.

**IV. BID PHASE**

During the bidding phase, the Engineer will assist the Sponsor in obtaining bids for the project. Work in this phase of the project shall include the following:

- Conduct a Pre-Bid Conference and Bid Opening.
- Issue Contract Documents to prospective bidders.
- Preparation of Addendum as may be required.
- Tabulation of Bids and forwarding necessary documentation to FAA and ADOT for concurrence in Bid Award.
- Preparation of required number of sets of Contract Documents to be executed by Sponsor and Contractor.

**V. CONSTRUCTION SERVICES**

The following is a listing of activities to be accomplished during construction of the work.

- Coordinate Pre-Construction Conference. (1 Ea.)
- Provide construction observation during construction. (30 hours)
- Provide Utility Conflict Coordination.
- Provide Construction Survey Stake Out.
- Prepare Weekly Construction Reports.
- Provide guidance to Contractor regarding interpretation of contract specifications.

- Review shop drawings for general conformance with design concepts.
- Review and certify progress payment submittals.
- Arrange and attend construction coordination meetings with Contractor. (3 Ea)
- Preparation of Change Orders, if required.
- Check construction activities to verify compliance with the plans and specifications.
- Verify that testing required by the specifications is performed.
- Review test reports and certifications for conformance with the specifications.
- Document quantities of materials used on the project.
- Maintain a set of working drawings, on the job site, which can be used to prepare "as-built" drawings.
- Provide construction materials testing.

## **VI. PROJECT CLOSE-OUT**

The following is a listing of activities to be accomplished during project close out.

- Amend contract drawings to show "as-built" information.
- Submit As-built Plans and Final Engineer's Report to Federal Aviation Administration, ADOT/MPD Aeronautics Group, and City.
- Coordinate system commissioning with vendor and FAA.
- Conduct Final Inspection and witness commissioning.

## **VII. MISCELLANEOUS EXPENSE**

The following is a listing of activities to be accomplished by the Consultant under this item:

- Reproduction of documents including As-built plans, Final Engineers Report and the like
- Travel during construction of the project

**EXHIBIT 'B'**  
**SCHEDULE OF FEES**  
**COOLIDGE MUNICIPAL AIRPORT**

---

**PURCHASE AND INSTALL AWOS AMENDMENT 1**

**IV. PROJECT BIDDING**

Wilcox Lump Sum Fee.....	\$1,010.00
<i>JK Engineers, Inc.</i> Lump Sum Fee .....	\$840.00
<b>Sub Total .....</b>	<b>\$1,850.00</b>

**V. CONSTRUCTION SERVICES**

Wilcox Lump Sum Fee.....	\$8,545.00
<i>JK Engineers, Inc.</i> Lump Sum Fee .....	\$4,890.00
<b>Sub Total.....</b>	<b>\$13,435.00</b>

**VI. PROJECT CLOSE-OUT**

Wilcox Lump Sum Fee.....	\$2,620.00
<i>JK Engineers, Inc.</i> Lump Sum Fee .....	\$1,940.00
<b>Sub Total</b>	<b>\$4,560.00</b>

**VII. MISCELLANEOUS EXPENSE**

Printing, Reproduction and travel	
Wilcox Lump Sum Fee.....	\$1,135.00

**TOTAL FEE.....** **\$20,980.00**

# Memorandum

---

To: City Council

From: Robert Flatley, City Manager

Council Work Session 1/24/11 6:30 PM

## **Marketing Finder's Fee Proposal**

### **Background:**

Our transit department has potential to become fiscal self sufficient through advertising on our vehicles of operation as well our facilities we have in the public's use. Thousands of dollars a year are spent by private business to market their investments and attract new customers. The Cotton Express has potential to capture marketing money from businesses of our community and surrounding communities using the marketing policy passed by council last November.

In the past the City of Coolidge has had state assistance in funding the local match for the Cotton Express program through LTAF and LTAF II money. Last year the state decided to repent the LTAF and LTAF II funding that was designed for transportation programs to balance the states deficit. This year the City of Coolidge has the opportunity to capture a remaining balance of near \$9,000 from the state LTAF II money that was collected before the repent occurred. The City usually received around \$40,000 to \$50,000 combined between the two funds depending on what was collected in Power Ball earnings the year before. The Arizona Department of Transportation did help the City out a little this year with a \$24,500 to use as local match commitment.

The Cotton Express has a current earning position that will more than cover annual local match commitments needed to operate our transit system. In order to achieve this goal the transit staff needs the Chamber of Commerce's help to attain marketing clients and manage their account. Each year the City of Coolidge holds a budget line item for the Chamber of Commerce. After a short discussion with the Chamber Director, Lynn Parsons, the Chamber is willing to help the City of Coolidge attain marketing members for transit, in exchange for a fee to offset and possibly increase the amount of contribution from the City of Coolidge. The new revenue that has been generated by the Chamber and their involvement in the community will help the City of Coolidge in two ways: provide public transit and support the Chamber without an impact to general fund.

### **Discussion:**

Staff believes that having an active Chamber of Commerce is great for our business as a City and can be a great asset to our business community. Looking at what the benefit could be City staff believes that a 10% finder's fee being paid to the Chamber on an annual basis would be a great incentive to promote our marketing locations. This will help balance our budget expense from general fund to the Chamber of Commerce and also transit.

**COOLIDGE MUNICIPAL AIRPORT**  
**AWOS**  
 Amendment 1 Construction Services  
 AOS 10-01,  
 AIP 3-04-0011-007-2010

DESCRIPTION	PROJ MGR	ENG / DES	TECH	DRFT	SURVEY CREW	CONST. OBSERVER	HOURS	FEE
<b>4. BIDDING</b>								
Pre-Bid Conference and Bid		6					6	\$ 570.00
Coordination during Bidding Incl addenda	1	5.6	4				10.6	\$ 980.00
Bid Tabulation and Recommendation	1	2					3	\$ 300.00
Subconsultant- JK Engineers							LS	\$ 840.00
<b>Sub Total Hours</b>	<b>2</b>	<b>13.6</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19.5769</b>	<b>\$ 1,850.00</b>
<b>5. Construction Services</b>								
Pre construction conference	4	4					8	\$ 820.00
Construction Observation (3 Days)						30	30	\$ 2,100.00
Submittal Review		4					4	\$ 380.00
Coordination/Meetings (3 Ea)		15					15	\$ 1,425.00
Contractor Pay Request		6					6	\$ 570.00
Certified Payroll Review		6					6	\$ 570.00
Material Acceptance Testing							LS	\$ 1,000.00
Construction Survey Staking					14		14	\$ 1,680.00
Subconsultant- JK Engineers							LS	\$ 4,890.00
<b>Sub Total Hours</b>	<b>4</b>	<b>35</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>30</b>	<b>83</b>	<b>\$ 13,435.00</b>
<b>6. Project Close-Out</b>								
As-Built Plans	2	4					6	\$ 600.00
Final Engineers Report	2	10					12	\$ 1,170.00
Final Inspection and Close Out		6				4	10	\$ 850.00
Subconsultant- JK Engineers							LS	\$ 1,940.00
<b>Sub Total Hours</b>	<b>4</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>28</b>	<b>\$ 4,560.00</b>
<b>7. Expenses</b>								
Travel- 700 mi @ .55							LS	\$ 385.00
Printing - Lump Sum							LS	\$ 750.00
<b>Sub Total</b>								<b>\$ 1,135.00</b>
<b>Total Hours &amp; Fees</b>	<b>10.0</b>	<b>68.6</b>	<b>4.0</b>	<b>0.0</b>	<b>14.0</b>	<b>34.0</b>	<b>130.6</b>	<b>\$ 20,980.00</b>

HOURLY FEES

\$ 110.00 \$ 95.00 \$ 85.00 \$ 70.00 \$ 120.00 \$ 70.00

City of Coolidge  
 Cost Estimate  
 AWOS

**Construction**

Item No,	Description	Unit	Unit Cost	Quantity	
				Cost	Total
1	AWOS	LS	LS	1	\$ 125,000
2	Underground Electrical Duct	LF	\$ 20	1600	\$ 32,000
3	Vault Labor and Equipment	LS	LS	15000	\$ 15,000
<b>Total Estimated Project Costs</b>					<b>\$ 172,000</b>

**Engineering Design**

Item No,	Description	Unit	Unit Cost	Quantity		
				Cost	Total	
1	Plans					
	Cover sheet				\$	1,500
	Revised ALP				\$	2,500
	Site plan and electrical layout sheet				\$	2,500
	Electrical				\$	15,000
2	Plans and Specification	hrs	\$ 100	40	\$	4,000
3	Geotech				\$	4,200
<b>Total Estimated Design Costs</b>					<b>\$ 29,700</b>	17%

**Construction Admin**

Item No,	Description	Unit	Unit Cost	Quantity		
				Cost	Total	
1	Bidding	hrs	\$ 100	16	\$	1,600
2	Award	hrs	\$ 100	4	\$	400
3	Contract Administration	hrs	\$ 100	72	\$	7,200
4	Inspection	hrs	\$ 100	96	\$	9,600
5	As-Builts	hrs	\$ 100	40	\$	4,000
6	Printing, Mileage etc	LS	LS	1140	\$	1,140
<b>Total Construction Admin</b>					<b>\$ 23,940</b>	14%

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT: RESOLUTION TO CREATE AN ENTERTAINMENT ZONE UNDER THE PROVISIONS OF ARS 4-207 AS INDICATED ON THE ATTACHED MAP.**

**STAFF PRESENTER: C. Alton Bruce**

**RECOMMENDATION:**

Staff recommends adoption of this resolution.

**DISCUSSION:**

Under the terms of Arizona Revised Statutes 4-207, a city of less than 200,000 population can designate, by resolution, an entertainment zone totaling less than 1 square mile that will encourage the location of establishments with liquor licenses. Requests for liquor licenses within such a district are exempt from the 300 foot spacing requirements from schools and churches.

The Entertainment Zone proposed on the attached map comprises the downtown and the frontage of Arizona Blvd. from Martin Road to Highway 287.

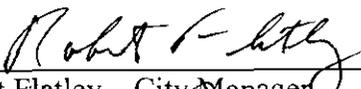
**FISCAL IMPACT:**

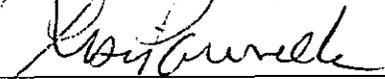
Encouraging such uses in the City Center may have a positive effect on sales tax revenues.

**Attachments**

**Resolution to create entertainment zone  
Proposed Entertainment Zone Map**

**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley – City Manager

  
\_\_\_\_\_  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
\_\_\_\_\_  
C. Alton Bruce – Growth Mgmt. Director

**RESOLUTION No. 11-01**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, DESIGNATING AN AREA WITHIN THE CITY OF COOLIDGE AS AN ENTERTAINMENT DISTRICT.**

**WHEREAS**, pursuant to A.R.S. §4-207(C)(4), the governing body of a city, on a case-by-case basis, may, in connection with the issuance of a retailer's liquor license, approve an exemption from the distance restrictions prescribed in A.R.S. §4-207(A) for a church or charter school that is located in an area that is designated an entertainment district by the governing body of the city; and

**WHEREAS**, pursuant A.R.S. §4-207(D)(2), a city may designate an entertainment district that consists of no more than one square mile, that is no less than one-eighth of a mile in width and that contains a significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities; and

**WHEREAS**, the Mayor and City Council of the City of Coolidge believe that the establishment of an entertainment district within the City where there will be a concentration of entertainment, artistic and cultural venues will serve to promote the economic, cultural, and general welfare of the public; and

**WHEREAS**, the Mayor and City Council of the City of Coolidge find that the designation of an area in the City as an entertainment district is in the best interest of the City of Coolidge.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Coolidge, Arizona that the area described on the map attached hereto as Exhibit A is hereby designated as an entertainment district within the City of Coolidge.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Coolidge this 24<sup>th</sup> day of January, 2011.

\_\_\_\_\_  
MAYOR

ATTEST:

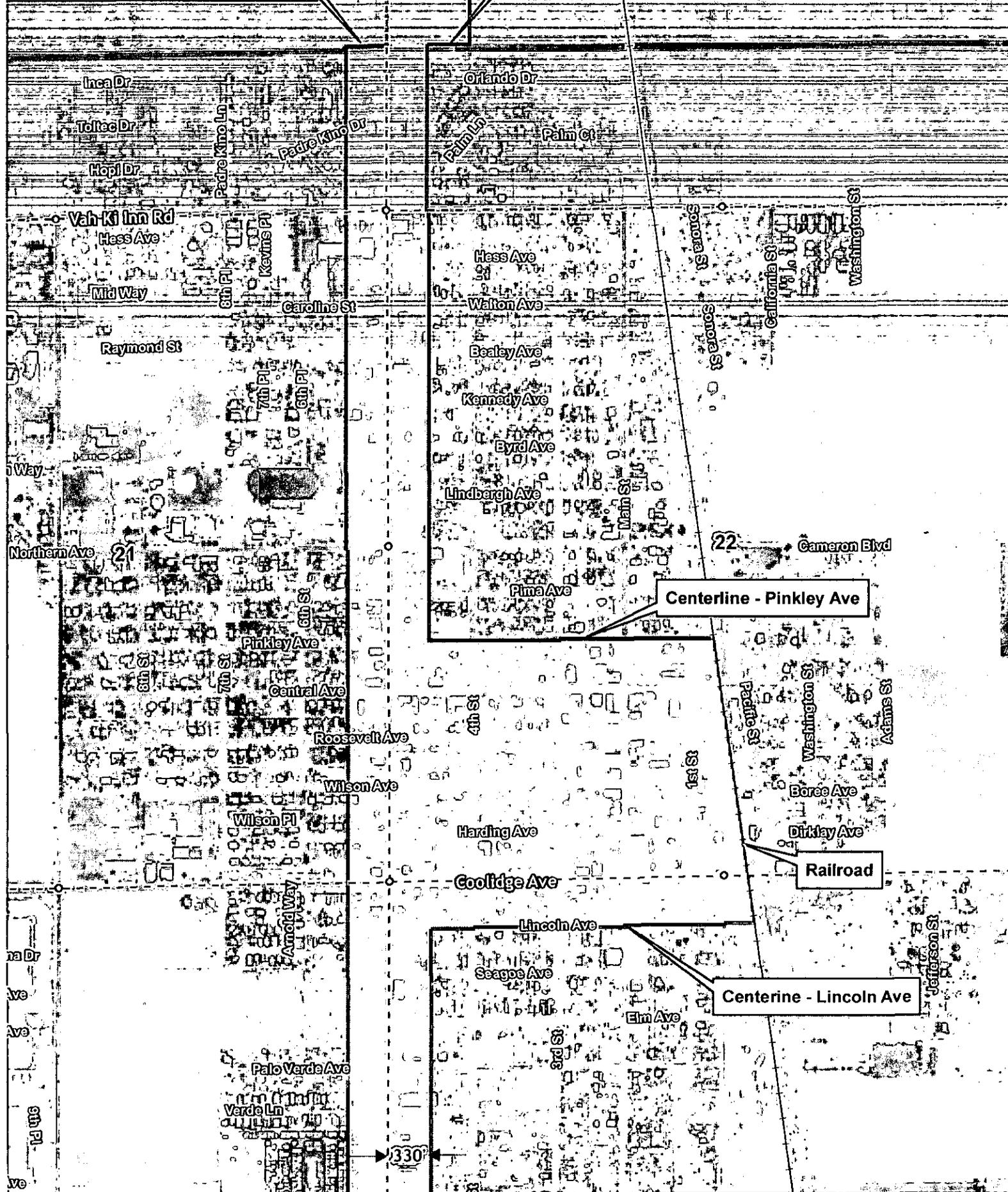
APPROVED AS TO FORM:

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

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

North Line of S/2 of the S/2 of Section 16

North Line of S/2 of the S/2 of Section 15



Centerline - Pinkley Ave

Railroad

Centerline - Lincoln Ave