

SECURITY, MAINTENANCE AND OPERATIONS PLAN

For Bars and Live Entertainment Use Permits

File #
401877



Scottsdale Police Department, 3700 North 75th Street, Scottsdale, AZ 85251

480.312.5000

FAX 480.312.7701

City of Scottsdale Planning, 7447 E. Indian School, Scottsdale AZ 85251

480-312-7000

FAX 480-312-7088

Assigned Planner:

Police Contact:

Establishment:

Martini Park

Address:

15037 N. Scottsdale Rd., Ste. J-100
Scottsdale, AZ 85260

Business Phone:

Building not completed - to be assigned

Business FAX:

"

"

Maximum Occupancy:

720

Effective Date of the Plan:

Upon opening scheduled for early 2009

Date of Plan Review:

Use Permit Issue Date:

Liquor License Number:

Contact Person (1):

Home Phone:

Contact Person (2):

Home Phone:

15-UP-2008#2
10/23/2009

Purpose of the Plan

To address security measures, maintenance/refuse and operations for an establishment whose use shall require a Security Plan pursuant to Scottsdale Revised Codes. These uses typically include a Bar Use Permit and a Live Entertainment Use Permit. The contents of this plan will address the listed concerns as well as community concerns regarding:

- Any significant increase in vehicular or pedestrian traffic, including effects on parking, traffic and circulation in the area.
- Adequate control of disruptive behavior both inside and outside the premises to include property damage and refuse issues.
- Compatibility with surrounding structures and uses.

It is the intent of the City of Scottsdale to provide an environment that enhances the safeguarding of property as well as public welfare and to limit the need for law enforcement involvement.

The Permittee agrees that successful execution and enforcement of this Plan are a required condition of the use permit. Termination, cancellation, deviation or non-approval of the Plan constitutes a breach of the Plan and could result in the revocation of the use permit.

Operations and Hours

1. Permittee: MARTINI PARK OF PHOENIX, LLC

Type of Organization: Arizona Corporation Corporation
Sole Proprietorship LLC
Partnership Other

2. Managing Agents Name: CHRISTOPHER BARISH

Title: MEMBER/MANAGER

Address: MARTINI PARK
55 5TH AVENUE, 16TH FLOOR
NYC, NY 10003

Phone Numbers: 212-625-0896

Fax or Other Numbers: 212-625-9349

3. Business Owner(s) (If different than Managing Agent) Name, Address, Phone: N/A

4. Property Owner or Property Manager (If different from Managing Agent)

Name, Address, Phone: WILDLAND CROSSING, LLC
AKA GLIMMER REALTY 180 E. BROAD STREET

5. Hours of Operation: 21ST FLOOR COLUMBUS, OH 43215 644-621-9000

	<u>Peak/Non-Peak Night</u>	<u>Open to Customers</u>	<u>Liquor Sale Begin</u>	<u>Liquor Sale Ends</u>	<u>Closed to Customers</u>
Monday	<u>NON</u>	<u>4:00p</u>	<u>4:00p</u>	<u>1:30 A</u>	<u>2:00 A</u>
Tuesday	<u>NON</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>
Wednesday	<u>NON</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>
Thursday	<u>PEAK</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>
Friday	<u>PEAK</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>
Saturday	<u>PEAK</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>
Sunday	<u>CLOSED</u>	<hr/>			

6. Promotional Events: (Attach an addendum which describes week to week promotional events you plan to have throughout the year i.e. "Ladies night." Do not include special events) N/A

7. Program Format/Entertainment/Advertising: (Complete for Live Entertainment Use Permit Only. Attach addendum that describes

MUSIC IS 70'S, 80'S, 90'S AND CURRENT
TOP HITS

entertainment format i.e. DJ, Live music, Comedy acts etc.) See Scottsdale Revised Code - Appendix B, Zoning Ordinance for definitions.

8. Special Events: *LIVE MUSIC NIGHTLY (2-5 PIECE BANDS) DJ BEFORE & BETWEEN SETS*

Permittee must give notice to City of Scottsdale Planning and Development at least forty-five (45) days prior to conducting Special Events on the premises. "Special Events" are any program formats varying from the regular format and audiences described or provided above organized or planned by Permittee. Scottsdale requires separate licenses for outdoor special events.

9. Cooperation/Complaints/Concerns:

Permittee will maintain communications with establishments located on and adjacent to the premises, and with residents and other businesses that may be affected by patrons or operations of the Permittee. Permittee designates the following person to receive and respond to concerns or complaints from other residents or businesses:

Name: *CHRIS BARISH* Address: *55 5TH AVE, LUTHER*
Address: NY, NY 10003 Phone: *212-625-0896*

Permittee, managing agents, on-duty managers, supervisors and security personnel will cooperate closely with Scottsdale Police, City of Scottsdale Code Enforcement staff or other City staff as well as business and residential neighbors in addressing and investigating complaints, criminal acts, refuse issues and any other concerns.

Security and Maintenance

Security Attire

Security personnel must be readily identifiable to police, patrons, and other employees to ensure the safety of the security staff when engaged with patrons. Security personnel should wear an appropriate styled shirt with the word "security" on both the front and back, in two (2) inch lettering and clearly visible. During cold weather, a jacket with the same inscription should be worn.

*-Wear
Shirts
w/
SECURITY
Name
Tag*

The use of radios should be employed between security staff and management when the size of the establishment limits communication efforts.

Security Officer Responsibilities

The Permittee or management must clearly delineate the below responsibilities to all new security personnel and ensure these responsibilities are explained and understood.

Civilian Security Officers will be responsible for patrolling the full property of the liquor establishment during all hours when patrons are in the establishment, outside the establishment, and in the establishment parking areas.

On peak nights, there will be a minimum of 12 uniformed security officer(s). (Wearing the above-described uniform). The following responsibilities shall be agreed upon and adhered to:

- 8-12 inside
3-4 out*
1. 8 Security officer(s) will be responsible for roaming the interior of the business and identifying hazards, problems, and maintaining guest safety.
 2. 2 Security officer(s) will be responsible for checking identifications at the front door. Acceptable identification are those listed in Arizona Revised Statutes Title 4, section 241A and apply to patrons accessing any area of the licensed premises, including the time period of After-Hours, if applicable. Additional responsibilities shall include: access control, counting of patrons, and prevention of intoxicated persons from entering the business.
 3. 2 Security officer(s) will be responsible for conducting roaming patrol of the exterior in an effort to prevent criminal behavior, maintain the peace and prevent refuse issues. This patrol shall include all parking areas to prevent a gathering of patrons during business hours and up to thirty (30) minutes after closing.

In addition, security officers will report all acts of violence to management personnel, complete a written report, log the act of violence, and contact Scottsdale Police Department immediately. Liquor establishment management and/or ownership has the ultimate responsibility for the recording of the act of violence, logging of the act of violence, and reporting the act of violence to the police department and the State Department of Liquor Licenses.

Management Responsibilities

The Permittee must clearly delineate the below responsibilities to all managers, assistant managers, and person(s)-in-charge and ensure these responsibilities are understood and followed.

The manager(s) shall ensure that all employees, security staff and off-duty officers (if applicable) be trained and knowledgeable about the contents of this plan. The following shall be agreed upon and adhered to:

1. There will be a minimum of 4 manager(s) available during peak nights.
2. There shall be a general manager and one assistant manager on duty all hours while open for business and for thirty minutes after closing.
3. A manager shall be identified as the "Security Manager" for the establishment and be responsible for ensuring that a safe environment exists; for the supervision of all security personnel and that all security personnel as identified here shall meet or exceed the requirements established by A.R.S. 32-2621 through A.R.S. 32-2636, as amended, relating to security personnel and guards, and any regulation issued pursuant thereto.
4. At least one security manager will be on duty until one hour after closing or the last security officer is off duty, whichever occurs last.

Uniformed Sworn Officer Responsibilities:

If Off-duty law enforcement is used for security, it is the responsibility of the Permittee or management to clearly delineate the following responsibilities, which include at a minimum the following:

1. Conduct traffic control as needed.
2. Assist civilian security officer(s) in removal of disorderly and/or intoxicated guests and maintain the peace outside the establishment.
3. If necessary, patrol the exterior portions of the business to maintain the peace as well as prevent criminal acts.
4. If a valet is utilized, maintain the peace in the area of the valet.
5. Assist Security Officers with maintaining order in the entrance line and assist in discovery of underage patrons attempting admittance.

- ☐ I plan to hire _____ officer(s) during peak nights from (name of agency) _____
- ☒ I do not plan to hire off-duty law enforcement.

Parking

In order to reduce criminal activity that negatively affects the nearby businesses, the Permittee is responsible for the designated parking area to include any lots used by the Permittee's contracted valet company. It is the Permittee's responsibility to ensure that parking areas utilized by patrons and employees will be routinely patrolled by security staff so parking areas are not used: as a gathering place; for consumption of spirituous liquor; for violations of state or city law; for acts of violence, or disorderly conduct. Management will ensure that all patrons have left the parking areas within thirty minutes after the designated closing time.

If valet is used, it is the Permittee's responsibility to ensure the valet company meets all the requirements of the City of Scottsdale and has a valid valet license and permit prior to conducting valet business.

Refuse Plan

It is the Permittee's responsibility to ensure refuse containers are properly used and the area in and around the business is kept clean. Failure to do so will result in an investigation and possible citation from the City of Scottsdale Code Enforcement or other governmental agencies.

At closing, management will be responsible for refuse pick-up and any appropriate cleaning, for any refuse found within a 300 foot (three hundred) radius of the business. This will also include patron parking lot(s), valet parking lot(s) and employee parking lot(s). All bottles, trash, bodily fluids or secretions and refuse found on streets, sidewalks, private property, and empty lots within the above designated areas will be placed in the refuse container or cleaned appropriately.

Enforcement of Security Plan

Violations of this Security Plan will be enforceable by City of Scottsdale Police Officers and/or Code Enforcement employees and may constitute grounds for revocation of applicable use permits relating to the establishment.

Violation, amendment, revocation, as defined in Scottsdale City Zoning Code Sec. 1.402.

Conditional use-permits, which have been approved by the City Council, shall be subject to the following procedures and criteria regarding any violation, amendment, or revocation.

- The violation of any condition imposed by the conditional use permit shall constitute a violation of this ordinance and shall be subject to the requirements of Section 1.1400 et seq.
- Conditional uses shall be developed in conformance to the approved plans as determined by the Zoning Administrator. An amendment to a conditional use permit is required before implementation of any material change in the scope and nature of an approved conditional use, material change in any conditions or stipulations to a conditional use permit or material change in the physical size, placement or structure of property subject to a conditional use permit. The Zoning Administrator shall have the discretion to determine if a proposed change warrants an amendment. An amendment must be approved as provided in Section 1.400 et seq. for the approval of conditional use permits.
- The Zoning Administrator may recommend to the City Council and the City Council may affect revocation of a conditional use permit pursuant to Section 1.402 of the Scottsdale Zoning Code for acts including but not limited to:
 1. A violation of the Plan.
 2. Violation of the conditions of the Use Permit.
 3. Violation of Scottsdale ordinances or law.
 4. Repeated acts of violence or disorderly conduct as reflected by police calls for service or offenses occurring on premises utilized by patrons of the Permittee, or failure to report acts of violence
 5. Failure of the Permittee to take reasonable steps to protect the safety of persons entering, leaving or remaining on the premises when the Permittee knew or should have known of the danger to such person, or the Permittee fails to take reasonable steps to intervene by notifying law enforcement officials or otherwise to prevent or break up an act of violence or an altercation occurring on the premises or on premises utilized by patrons and employees of the Permittee when the Permittee knew or reasonably should have known of such acts of violence or altercations.
 6. Any enlargement or expansion of the premises, plan of operation or program format without appropriate approval from the City.
 7. Misrepresentations or material misstatements of the Permittee, its agents or employees.

Dissemination of the Security Plan

- A copy of this security plan must be provided to each security officer and off-duty sworn law enforcement officer as well as the manager(s) and assistant manager(s) employed by the permittee.
- A reading log will be maintained and will be signed by each of the above persons, stating they have read and understood this plan. Each security employee must read the plan once per year, or when there are any changes to the plan.
- A current copy of this plan will be maintained on the premises at all times, and a copy of this plan must be made available upon request of any code enforcement officer or police officer.
- Failure to conform to this plan will be considered a violation of the use permit.

Termination of the Plan

This plan terminates on the date that the permittee's use permit terminates, or two (2) years from the security plan's effective date, whichever occurs first.

Enclosures

☐ Addendums attached

☒ No enclosures

APPLICANT/MANAGEMENT:

Name: Christopher Burch
 Address: 55 5th Avenue, 16th floor - New York, NY 10003
 Phone: 212-625-0496
 Date: 5/21/08
 Signature: Christopher Burch

APPROVED BY:

Name: DET. MIKE FRITZ
 Phone: 410 312-2942
 Date: 7-1-08
 Signature: Mike Fritz R296



SUBMITTAL REQUIREMENTS FOR A:

Noise Study

PURPOSE: A noise study is to explain *all* noise characteristics of a proposed use and how that noise is abated.

ELEMENTS OF THE PLAN:

1. Business use type (e.g. retail, office, manufacturing)
2. Description of activities that generate noise that will be apparent to/from adjoining properties.
3. Analysis of noise generated:
 - a. Source of noise
 - b. Noise level in dBA at source of noise and point of impact
 - c. Description and diagrams of noise source location
4. Description and documentation of how noise is abated
 - a. Narrative description
 - b. Site plans, elevations, and other plans that visually demonstrate noise source and noise levels
5. Proposal for noise monitoring and maintenance of acceptable noise levels

PLAN FORMAT:

The plan shall be submitted in narrative format and with supporting graphic diagrams on 8 ½ X 11 inch sheets of paper.

MARTINI PARK
NOISE STUDY

1. Martini Park is a restaurant/lounge use, which will be a tenant in Building J of the Scottsdale Quarter development. The attached letter indicates how Martini Park generally handles noise mitigation and will use similar techniques in the Scottsdale Quarter project.

0:\2008\Scottsdale Quarter\Noise Study\Noise Mitigation Study.doc

MARTINI PARK
PLAN OF OPERATION ADDENDUM

1. Martini Park is a restaurant/lounge.
2. Martini Park operates Monday through Saturday;
3. From 4:00 p.m. to 2:00 a.m.
4. Martini Park employs 104 employees plus 4 full-time managers
 - a. There are 73 full-time employees, working five shifts, 8:00 p.m. to close
 - b. There are 32 part-time employees, working three to five shifts, 3:00 p.m. to 10:00 p.m.
5. N/A
- 6.a. & b. The approximate patron seating is 250 and the peak time of customer activity is Thursday, Friday and Saturday from 9:00 p.m. to 1:00 a.m.
7. Outdoor operations – Martini Park is a tenant within Building J of the Scottsdale Quarter project. Martini will therefore have access to the adjacent and above structured parking which includes loading facilities. The band would typically load-in between 2:00 p.m. and 3:00 p.m. Monday through Saturday. The outdoor patio is walled but not roofed. There is a fixed patio railing and the patio will have tables for full food/beverage service.



SUBMITTAL REQUIREMENTS FOR A:

Service Areas Plan

PURPOSE: A service areas plan is to explain *all* service characteristics of a proposed use.

ELEMENTS OF THE PLAN:

1. Business use type (e.g. retail, office, manufacturing)
2. Description of service activities such as parking lot sweeping, loading, trash hauling, and similar associated activities.
3. Analysis of services:
 - a. Frequency
 - i. Day(s) of week
 - ii. Hours of day
 - b. Location relative to lower intensity uses
4. Narrative description with supporting documents such as site plans, elevations, and other plans that visually demonstrate service areas

PLAN FORMAT:

The plan shall be submitted in narrative format and with supporting graphic diagrams on 8 ½ X 11 inch sheets of paper.

MARTINI PARK
SERVICE AREAS PLAN ADDENDUM

Martini Park is a restaurant/lounge, which will be a tenant in Building J of the Scottsdale Quarter development. The attached Agreement for Shopping Center Maintenance and September 18, 2007 letter from landlord Glimcher/Kierland Crossing LLC. document the service activities such as parking lot sweeping, loading, trash hauling and similar associated activities, along with their frequency, which will be provided by the landlord as part of the common area maintenance of the Scottsdale Quarter project.

VIA OVERNIGHT MAIL

September 18, 2007

George A. Melera, AIA
Nelson Partners, Inc.
15210 Scottsdale Road, Suite 300
Scottsdale, 85254

Re: Scottsdale Quarter

Dear Mr. Melera,

Please find listed below a brief outline of our intent to porter trash our our Scottsdale Quarter location affording us to utilize less refuse containers.

Glincher Properties has contracted with Waste Management, a national company, to provide trash removal services for all of its properties and intends to extend that agreement to our newest project Scottsdale Quarter (See Attachment A).

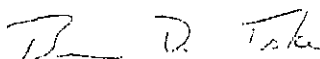
For Phases I and II, Waste Management or our maintenance staff will porter the trash from each tenant multiple times per day to ensure consistant trash managment and economical use of its containers with scheduled pick-ups. For Phase III, those services will be serviced independently through their respective developers.

By utilizing a portering type system we are able to ensure that debris are collected in a timely and consistant manner enabling the property to be better manage recyclable material, reduce our exposure to inconsistent trash removal by the tenant and insure the cleanliness of our site.

Further, the tenant leases include language that enables Kierland Crossing L.L.C. to control the collection through CAM charges (See attachment B).

Please feel free to contact me regarding any additional information that you require.

Sincerely,
KIERLAND CROSSING, LCC.



Brian D. Teske
Project Manager

Attachment: Master Service Agreement
Lease Documentation

CC: Armand Mastropietro, Senior Vice President, Glincher Properties LP
Charles Kretzer, Director of Operations, Glincher Properties
Steve Bruch, Director, Glincher Develepoment
Tony Marshall, Vice President, Glincher Development

AGREEMENT FOR SHOPPING CENTER MAINTENANCE

ATTACHMENT A SWEEPING RESPONSIBILITIES

1. Pick up and disposal of wastepaper and debris and other discarded material on or about said parking lot 7 times per week to maintain a clean and neat appearance. Sweeping will be performed on the following days:

Vacuum sweep: \$ /sweep

SUN ☒ MON ☒ TUES ☒ WED ☒ THUR ☒ FRI ☒ SAT ☒

Hand Pick: \$ /pick

SUN ☒ MON ☒ TUES ☒ WED ☒ THUR ☒ FRI ☒ SAT ☒

2. Sweeping of sidewalks and all other work necessary to maintain the shopping center, in our opinion, in a clean and neat condition. (You shall not be responsible for tenant trash removal). This will be done each time the lot is swept.
3. Empty trash containers along the walkway and keep them clean and orderly, 7 times per week, cost of trash liners included in price. \$ /week
4. Check all gratings and catch basins in the shopping center on a weekly basis. Notify Owner's Agent if in need of cleaning out, missing, or damaged. Contractor to check on normal schedule for blockage paper, by card board or other material, on top of grate and clear as required.
5. Contractor shall notify Owner's Agent office of the need for any blacktop repairs, broken or inoperative lamps, parking lot lights, canopy lights, building lights, security lights or broken sign faces and any other unusual problems or liability conditions which should be brought to our attention.
6. Contractor to check all handicap signs for condition and make sure they are located in the proper place.
7. Contractor to notify Landlord of any newly noticed vacancies, move outs in process, or other suspicious situations.
8. Additional services included in this agreement as specified below:

Total Cost: \$ /month

☐ Site Plan included

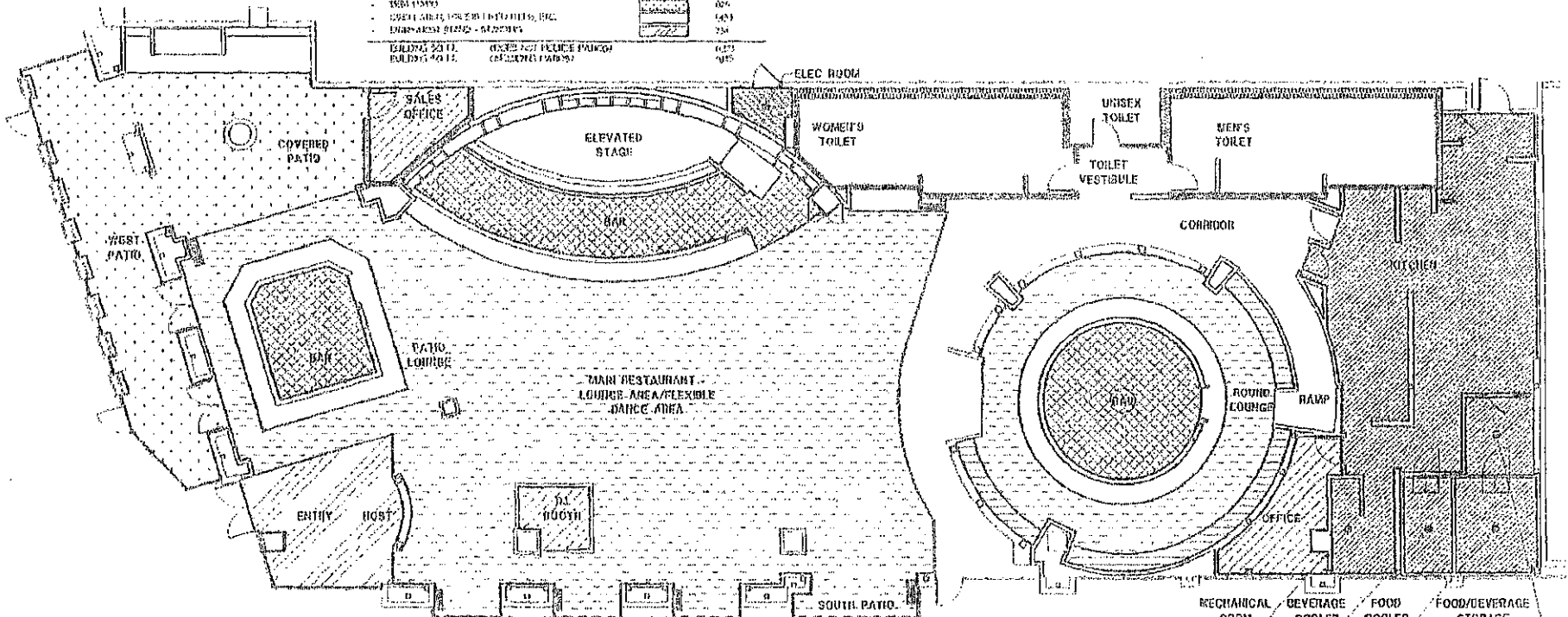
CONTRACTOR'S
INITIAL:

OWNER'S AGENT
INITIALS:

A-1

MARTINI PARK - USE PERMIT FLOOR PLAN WORKSHEET

AREA	MEASURE	SQUARE FEET
MANCOURT ROAD - LOUPE AFFAIRS/RETAIL AREA		3,075
GRASS - LOUPE AFFAIRS/RETAIL AREA		54,650
ENTRANCE PATIO - 100'S		25,000
LOUPE		1,000
LOUPE - SERVICE AREA		1,000
OFFICE/STORAGE		200
STORAGE/REAR/REAR		20
RESTROOMS		200
RESTROOMS/TOILETS/TOILETS, ETC.		1,000
DISPATCH/STAGE - 100'S		250
BUILDING PATIO		1,000
BUILDING PATIO		1,000



FLOOR PLAN
SCALE: 3/32" = 1'-0"

Date:
Project No.:

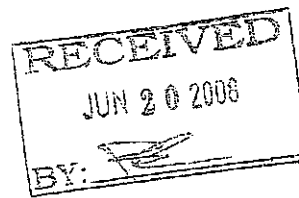
29 May 2008
081675

Aria Group
Architects, Inc.

ARCHITECTURE • PLANNING • INTERIOR DESIGN

P.A.R.K. Scottsdale, Arizona

16 June 2008



John Racanelli
johnracanelli@racanellidevelopment.com
Martini Park

INTEGRATED
COMMUNICATIONS
TECHNOLOGY AND
ACOUSTIC CONSULTING

Subject: Acoustics
Martini Park, Scottsdale
SMW Project 8134

Dear John,

This letter report will summarize some of our initial comments associated with the Martini Park, Scottsdale project.

We understand that the Martini Park project will be located in a special district called the Scottsdale Quarter. We understand there are a number of similar entertainment facilities in the area, and that there are no residential properties in close proximity to the Martini Park facility.

We also understand that the Martini Park facility will operate from approximately 4PM to midnight, or 2AM and will cater to professionals in the 30-40 year old age group.

We have made acoustical measurements of live music in the Martini Park facility in Chicago on a weekend evening. The level of music was typically played at a reasonable listening level, with the loudest pieces termed "moderately loud" i.e. up to 95 dBA. (Note: Loud Rock type music can often measure in excess of 105 dBA). Our Chicago measurements can be used to more closely assess the Scottsdale conditions once we know more about the project needs and requirements.

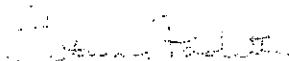
In answer to the question regarding sound transmission of live music sound from inside to outside the Martini Park venue, we estimate that, within approximately fifteen feet (15 ft.) of the main entry area or patio, the exterior sound level would be approximately 70-75 dBA with the doors closed. With the doors open, we estimate that, within approximately fifteen feet (15 ft.) of the main entry area or patio, the exterior sound level would be approximately 80-85 dBA. This estimate is based on reasonable listening levels from a live band. We have reviewed and analyzed the floor plan drawing of the Martini Park facility and made estimates for sound attenuation of the interior barriers and finish treatments proposed.

The sound level from exterior mounted loudspeakers could vary, depending on the setting of the volume indicator. Low-level background music is typically 65-70 dBA. Higher listening levels can be in the range of 70-80 dBA or higher.

Regarding sound isolation between adjacent tenants, we understand there is a potential tenant immediately to the east of the Martini Park space, in the same building. Based on the floor plan drawing that I reviewed, there is a deep Kitchen space occupying the full length of the demising wall at the adjacent tenant space to the east. Therefore, there would be no transfer of music from Martini Park to the tenant space to the east. A demising wall consisting of a single (or double would be better) row of metal studs with a total of four layers of 5/8" gypsum board and full thick batt insulation in the stud cavity should be adequate to isolate all sounds from the Kitchen. We do not see any critical occupied space anywhere else adjacent to the Martini Park space.

We trust this letter adequately meets your immediate needs. We will continue to do more detailed acoustic studies as the need arises. If you have any questions, please do not hesitate to call.

Sincerely Yours,
Shen Milsom & Wilke Inc



Dennis Paoletti Principal FAIA