

# CITY COUNCIL AGENDA

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

**WORK SESSION**  
June 6, 2011  
6:30 PM

## CALL TO ORDER BY MAYOR ROGERS

### 1 ROLL CALL BY THE CITY CLERK

### 2 [REVIEW OF DRAFT FUND BALANCE REPORTING POLICY TO COMPLY WITH GASB 54](#)

City Council will review a draft of the City of Avondale's Fund Balance Policy to comply with the implementation of Statement No. 54 of the Governmental Accounting Standards Board (GASB). For information, discussion and direction.

### 3 ADJOURNMENT

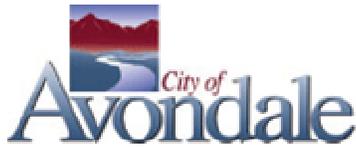
Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

Carmen Martinez  
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



# CITY COUNCIL REPORT

**SUBJECT:**

Review of Draft Fund Balance Reporting Policy to comply with GASB 54

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Kevin Artz, Finance & Budget Director (623) 333-2011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will present a Draft Fund Balance Policy for the City of Avondale for Council discussion and direction.

**BACKGROUND:**

The Governmental Accounting Standards Board (GASB) is the recognized standard-setting body for establishing governmental accounting and reporting principles. The GASB issued Statement No. 54 (GASB 54) with the objective "to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied."

Traditionally, fund balance was categorized for appropriation in the next budget period as Reserved (not available for appropriation) and Unreserved (available for appropriation). With GASB 54, fund balance classifications are identified as nonspendable, restricted, committed, assigned, and unassigned.

Nonspendable fund balance represents fund balance (i.e., assets-liabilities) that is not in a spendable form, such as, inventories, prepaid items, or long-term receivables that are not readily converted to cash.

Restricted fund balance represents an external constraint, or a constraint imposed through constitutional provisions or enabling legislation, that requires the funds to be used for a specific purpose. For example, the State of Arizona has imposed a constraint on the use of the fuel tax the City receives, which limits the use of the funds to Street functions. Also, the City receives a dedicated sales tax for water, sewer and transportation projects and a dedicated sales tax for public safety functions. Because the enabling legislation requires the specific use of the funds, any fund balance is considered restricted.

Committed Fund Balance represent funds internally constrained for a specific purpose by the governments highest-level of decision-making authority (Mayor and Council). The Commitment of the funds must occur prior to the end of the reporting period. Modification or removal of the commitment can only be accomplished by the Council.

Assigned fund balance are amounts intended to be used for a specific purpose that have been internally established by the City Council or their designee. Assignments can occur after year end, and modification or removal can be accomplished by their designee.

Unassigned fund balance represents funds that cannot be classified into any of the other four categories.

GASB 54 also identifies reporting requirements for minimum fund balance policies and stabilization funds. For the purposes of reporting fund balance, a stabilization fund is considered a specific purpose and, if established by a formal action of the Council, would be classified as committed fund balance.

Historically, the City has had a minimum fund balance policy of 20% of the estimated revenues for the budget year. The minimum fund balance was classified as unreserved, prior to GASB 54.

### **DISCUSSION:**

Adequate reserves are the foundation for long-term financial stability. Reserves are needed to provide working capital to fund daily operations, which, in turn eliminates the need to borrow money for operating expenses. Reserves also provide stability during economic downturns or other financial uncertainties. In addition, reserves provide flexibility to respond to an economic opportunity quicker and without incurring additional financing costs. Finally, the rating agencies look very favorably on adequate reserves and formal policies that establish procedures for spending down reserves. Bond ratings are critical in determining the rate of interest paid on financings and can reduce borrowing costs by millions of dollars over the life of the bond.

With the implementation of GASB 54, staff is recommending that Council adopt a formal fund balance policy and establish a formal stabilization arrangement (see attachment).

Staff is recommending a two-tier "stabilization fund" - an emergency reserve and a rainy day reserve.

The first-tier, or emergency reserve, is proposed to be maintained at 25% of budgeted General Fund expenditures/transfers of the prior fiscal year. The funds would be eligible to be used to mitigate the effects of a natural disaster or other events that jeopardize the public safety. The emergency fund would also double as the City's minimum fund balance requirement and provide the necessary working capital to operate the City on a "cash basis".

The second-tier, or rainy day reserve, is proposed to be maintained at 10% of budgeted General Fund expenditures/transfers of the prior fiscal year. The funds would provide a reserve against revenue shortfalls as a result of an economic downturns, changes to state-shared revenue formulas, or decreases in assessed valuations. The rainy day fund would also provide reserves for unexpected risk management losses or other similar items.

For the fiscal year 2011-12 budget, the stabilization fund would amount to \$16,192,523 (committed fund balance) leaving an unassigned fund balance of \$4,756,747 for a total of \$20,949,270 in the General Fund. The City Council has the ability to amend the policy to include other unforeseen shortfalls or to modify the percentage that is allocated to each tier.

The draft policy also establishes parameters for restoring the stabilization fund if reserves drop below the minimum levels.

Finally, the draft policy delegates to the City Manager (or designee) the ability to assign funds for a specific purpose.

### **RECOMMENDATION:**

For discussion and direction.

### **ATTACHMENTS:**

Click to download

 [Draft Fund Balance Policy](#)

**City of Avondale**  
**Fund Balance Policy**  
**Draft\_5/24/11**

**PURPOSE**

To outline fund balance policies recommended to the City Council (Council) for (1) identifying and classifying fund balances in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* and (2) establishing minimum fund balance targets as recommended by the Government Finance Officers Association Best Practices and Advisories guidelines, *Replenishing Fund Balance in the General Fund*.

**BACKGROUND**

Government entities should maintain a prudent level of financial resources to protect against reducing service levels, incurring debt, or raising taxes and fees because of unexpected revenue shortfalls, unanticipated expenditures, and similar circumstances. To this end, an important component of good fiscal practice for any organization is to establish, monitor, and enforce fund balance policies regarding the amount of reserves to be maintained, the purposes for which their use is allowed, and the manner in which reserves are restored after use. These policies are needed to adequately provide for cash flow needs, economic and legislative uncertainties, unanticipated expenditures or revenue shortfalls, and contingencies, as well as to maintain the City's creditworthiness.

Currently, city fund balance is divided into two basic classifications for governmental accounting and tracking purposes; reserved and unreserved. Reserved fund balance is legally restricted for a future specific use and is not available for general appropriation. Unreserved fund balance is not restricted and, therefore, it is available for those uses that the Council deems necessary.

The GASB issued Statement No. 54 (GASB 54), to become effective for financial statements with periods beginning after June 15, 2010. GASB 54 is designed to improve financial reporting by establishing fund balance classifications that are easier to understand and apply. Basically, a hierarchy has been established clarifying the constraints that govern how a government entity can use amounts reported in fund balance. GASB 54 establishes the following five new fund balance classifications: Nonspendable, restricted, committed, assigned, and unassigned.

**Nonspendable fund balance** consists of funds that are not in a spendable form (e.g., inventories and prepaid items) or funds that legally or contractually must be maintained intact (e.g., corpus of a permanent fund).

**Restricted fund balance** consists of funds that are externally imposed by creditors (e.g., debt covenants), grantors, contributors, laws and regulations of other governments, or by law through constitutional provisions or enabling legislation.

**Committed fund balance** consists of funds that can only be used for specific purposes pursuant to constraints imposed by formal action of the City's highest level of decision making authority (Council).

**City of Avondale**  
**Fund Balance Policy**  
**Draft\_5/24/11**

Formal action (e.g., resolution approved by Council) must be taken prior to the end of the fiscal year. The committed funds cannot be used for any other purpose unless the Council removes or changes the specified uses by taking the same formal action it employed to previously commit those funds. The formal action to commit funds must occur prior to the end of the current reporting period (June 30<sup>th</sup>). The funds subject to the constraints may be determined in the subsequent period.

**Assigned fund balance** consists of funds that constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, by the City's highest level of decision making authority or a body or official that has been given the authority to assign funds. Assigned amounts can be determined after June 30<sup>th</sup> of the applicable fiscal year.

**Unassigned fund balance** is the residual classification for the General Fund. The classification represents fund balance that has not been classified into the previous four categories in the General Fund. All funds in this category are considered spendable resources available for any purpose.

## **FUND BALANCE POLICY**

The Policy is intended to provide guidelines during the preparation and execution of the annual budget to ensure that sufficient reserves are maintained for cash flow needs, economic and legislative uncertainties, unanticipated expenditures or revenue shortfalls, and contingencies. It also is intended to preserve flexibility throughout the fiscal year to make adjustments in funding for programs approved in connection with the annual budget. The Policy should be established based upon a long-term perspective recognizing that stated thresholds are considered minimum balances.

### **Committed Fund Balance**

#### Authority to Commit Funds

The Council has the authority to set aside funds for a specific purpose. Any funds set aside as committed fund balance requires the passage of a resolution by a simple majority vote of the Council. The passage of a resolution must take place prior to June 30<sup>th</sup> of the applicable fiscal year. If the actual amount of the commitments is not available by June 30<sup>th</sup>, the resolution must state the process or formula necessary to calculate the actual amount as soon as information is available, if applicable.

#### Fiscal Stabilization Arrangement

The Council shall establish a two-tier fiscal stabilization arrangement as a committed fund balance in the General Fund of thirty-five percent (35%) of budgeted General Fund expenditures/transfers of the prior fiscal year. The stabilization reserves shall be used only if:

**City of Avondale**  
**Fund Balance Policy**  
**Draft\_5/24/11**

1. The City has exhausted all efforts to fund the natural disaster, urgent event, revenue shortfall or budget deficit, as defined below, and there are no reasonable budget adjustments available to continue to provide the essential services to the public.
2. The City Manager, or his/her designee, is able to demonstrate the significance of the natural disaster, urgent event, revenue shortfall, or budget deficit.
3. The City Council approves the spending of stabilization reserves by a simple majority vote.

Once the City Manager, or his/her designee, has determined that it is necessary to spend down stabilization reserves, the City Manager shall provide written communication to the City Council, explaining the nature of the natural disaster, urgent event, revenue shortfall or budget deficit.

Reserves spent under the City's fiscal stabilization arrangement shall not exceed the amount of any revenue shortfall or unexpected budget deficit.

***Emergency Reserve***

The emergency reserve shall be maintained at twenty-five percent (25%) of budgeted General Fund expenditures/transfers of the prior fiscal year. These funds shall be used only when the City directly experiences a natural disaster or urgent event that jeopardizes public safety, the federal government and/or State of Arizona formally declares a disaster or emergency, and there are no reasonable budget adjustments available to continue providing essential services to the public.

Emergency reserves shall be used only for the following reasons:

1. Mitigate damage and expenditures caused by natural disasters.
2. Address urgent events that jeopardize the public safety.
3. Provide and maintain essential services to the public during natural disasters or urgent events.

***Rainy Day Reserve***

The rainy day reserve shall be maintained at ten percent (10%) of budgeted General Fund expenditures/transfers of the prior fiscal year. These funds shall be used only when the City experiences unexpected revenue shortfalls or budget deficits and there are no reasonable budget adjustments available to continue providing essential services to the public<sup>1</sup>.

Rainy day funds shall be used to provide a reserve against the following revenue shortfalls or budget deficits:

1. Sudden and unexpected decline in ongoing revenues, including taxes, intergovernmental revenues, and charges for services, that is greater than 10 percent (10%) of General Fund operating revenues

**City of Avondale**  
**Fund Balance Policy**  
**Draft\_5/24/11**

2. Sudden or unexpected drop in state-shared revenues, such as income taxes and state sales taxes, that is greater than 10 percent (10%) under budgeted General Fund operating revenues of the prior fiscal year.
3. Reduction in Assessed valuations, resulting in secondary property tax revenue below the City's general obligation debt service requirements.
4. Sudden or unexpected risk management loss that is greater than available reserves in the Risk Management Fund.

If the reserves are spent down below the minimum required reserve levels, then the City shall develop and implement a reserve restoration plan to return the reserves to their respective balances. The City shall replenish the emergency and rainy day reserves within two (2) fiscal years and five (5) fiscal years following the fiscal year in which the event occurred, respectively. If the depletion of the reserves occurs during an ongoing economic downturn, the City shall restore the funds within two (2) years or five (5) years of revenue stabilization, as applicable. The progress of replenishment shall be reported in the City's Annual Budget & Financial Plan.

**Assigned Fund Balance**

Upon passage of the Policy, authority is given to the City Manager, or his/her authorized designee, to assign funds for specific purposes. Any funds set aside as assigned fund balance must be reported to the Council at their next regular meeting and recorded in the minutes. The Council has the authority to remove or change the assignment of the funds with a simple majority vote.

**Unassigned Fund Balance**

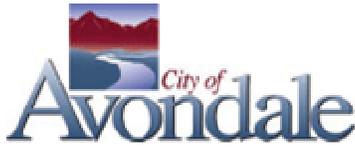
Unassigned funds may be used for purposes deemed to be fiscally prudent for the City as identified and recommended by the City Manager and approved by the Council.

**Order of Use of Restricted and Unrestricted Funds**

Restricted fund balance will be spent before unrestricted fund balance when expenditures are incurred for purposes for which both restricted and unrestricted (committed, assigned and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed, assigned then unassigned amounts, in that order, will be spent when expenditures are incurred for purposes for which in any of those unrestricted fund balance classifications could be used.

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<sup>1</sup> Unexpected events do not, and are not anticipated to, routinely occur as part of the City's normal operations.



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
June 6, 2011  
7:00 PM

CALL TO ORDER BY MAYOR ROGERS  
PLEDGE OF ALLEGIANCE  
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. [Resolution 2977-611 - In recognition of Don Foley on occasion of his retirement](#)

b. [Resolution 2978-611 - In recognition of Leo Gardunio on occasion of his retirement](#)

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. **APPROVAL OF MINUTES**

1. Work Session of May 9, 2011
2. Work Session of May 16, 2011
3. Regular Meeting of May 16, 2011

b. **RESCHEDULING OF CITY COUNCIL MEETINGS**

City Council will consider a request to reschedule the regularly scheduled council meetings of July 4 and September 6 in observance of holidays and the meeting of August 15 to allow for a summer break. The Council will take appropriate action.

c. **SPECIAL EVENT LIQUOR LICENSES - RACEWAY ELKS - LUAU DINNER DANCE**

City Council will consider a special event liquor license application from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for a Luau Dinner Dance Charitable Fundraiser to be held on Saturday, June 25, 2011 from 5 to 11 pm at the Masonic Temple located at 1015 North 8th Street in Avondale. The Council will take appropriate action.

d. **LIQUOR LICENSE SERIES 12 (RESTAURANT) - CARLOS O'BRIEN'S MEXICAN RESTAURANT**

City Council will consider a request from Mr. Sean O'Brien for approval of a Series 12 Restaurant License application to sell all spirituous liquors at Carlos O'Brien's Mexican Restaurant located at 765 N. 114th Avenue in Avondale. The Council will take appropriate action.

e. **LIQUOR LICENSE SERIES 12 (RESTAURANT) - PALERMO'S PIZZA**

City Council will consider a request from Mr. Nuredin Tabaku for approval of a Series 12 Restaurant License application to sell all spirituous liquors at Palermo's Pizza located at 11107 W Buckeye Road in Avondale. The Council will take appropriate action.

f. **COOPERATIVE PURCHASING AGREEMENT - BAKER & TAYLOR, INC.**

City Council will consider a request to approve a Cooperative Purchasing Agreement with Baker & Taylor, Inc. for the purchase of library materials in an amount not to exceed \$100,000 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **FIRST AMENDMENT TO CONTRACT AGREEMENT - FSL HOME IMPROVEMENTS, INC.**

City Council will consider a request to approve the First Amendment to the Contract Agreement with FSL Home Improvements, Inc. increasing the contract amount to include a grant from the Arizona Department of Housing for substantial rehabilitation of single-family homes and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **COOPERATIVE PURCHASING AGREEMENT - HYDRO CONTROLS & PUMP SYSTEMS, INC.**

City Council will consider a request to approve a Cooperative Purchasing Agreement with Hydro Controls & Pump Systems, Inc. for the purchase of electrical parts and services in an amount not to exceed \$240,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **CONSTRUCTION CONTRACT AWARD - COMBS CONSTRUCTION COMPANY INC.**

City Council will consider a request to award a construction contract to Combs Construction Company, Inc. to provide construction services for the 107th Avenue, Roosevelt Irrigation District canal to Indian School Roadway and Traffic Signal Improvements and Thomas Road, Avondale Boulevard to 107th Avenue Improvements project in the amount of \$1,597,231.11 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **CONSTRUCTION CONTRACT AWARD - STANDARD CONSTRUCTION COMPANY, INC. FOR THE CDBG STREET & SIDEWALK IMPROVEMENT PROJECT**

City Council will consider a request to award a construction contract to Standard Construction Company, Inc. for the construction of water and paving improvements for the CDBG Street and Sidewalk Improvement Project in the amount of \$706,503.19 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. **RESOLUTION 2979-611 - AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY LIBRARY DISTRICT**

City Council will consider a resolution approving the Fourth Amendment to the Intergovernmental Agreement with the Maricopa County Library District relating to the Reciprocal Borrowing Program to extend the agreement to June 30, 2012 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. **RESOLUTION 2981-611 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE TRANSIT SERVICES**

City Council will consider a Resolution approving an Intergovernmental Agreement with the City of Phoenix for fixed route transit services and authorize the Mayor and City Clerk to execute the appropriate documents. The Council will take appropriate action.

5 **2011 RESOLUTIONS OF THE LEAGUE OF ARIZONA CITIES AND TOWNS**

City Council will review the 2011 League of Arizona Cities and Towns proposed Resolutions and appoint a Council Member to serve on the League's Resolution Committee. The Council will take appropriate action.

**6** [RESOLUTION 2980-611 AND ORDINANCE 1460-611 - AMENDMENT TO THE PERSONNEL POLICIES AND PROCEDURES MANUAL, CHAPTERS 3, 4, 5, 6, 8 18 AND 19 AND DECLARING AN EMERGENCY](#)

City Council will consider a resolution declaring as a public record the document entitled "June 6, 2011 Amendment to the City of Avondale Personnel Policies and Procedures Manual" and an ordinance adopting the same by reference and amending the Personnel Policies and Procedures Manual, Chapters 3, 4, 5, 6, 8, 18 and 19 and declaring an emergency. The Council will take appropriate action.

**7 EXECUTIVE SESSION**

- a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding negotiations for a potential Development Agreement.

**8 ADJOURNMENT**

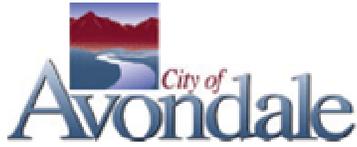
Respectfully submitted,



Carmen Martinez  
City Clerk

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# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2977-611 - In recognition of Don Foley  
on occasion of his retirement

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Paul Adams, Fire Chief (623) 333-6100

**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

Click to download

 [Resolution 2977-611](#)

**RESOLUTION NO. 2977-611**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING DONALD T. FOLEY FOR TWENTY-FIVE YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

**WHEREAS**, on December 5, 1985, Donald T. Foley began his career with the City of Avondale when he was hired as a firefighter; and

**WHEREAS**, Don continued his rise through the Fire Department when on July 26, 1990 he was promoted to Fire Captain; and

**WHEREAS**, on October 20, 1992 he was promoted to Division Chief; and

**WHEREAS**, on May 1, 1996 his leadership ability was recognized when he was selected to serve as Interim Fire Chief; and

**WHEREAS**, Don was instrumental in preparing the Avondale Fire Department for inclusion in the Valley Fire Department Automatic Aid System, which continues today and has provided Avondale citizens with an exceptional level of emergency service and saved the City of Avondale thousands of dollars; and

**WHEREAS**, Don worked diligently over the years to establish and maintain a progressive and professional relationship with Southwest Ambulance, who provides emergency ambulance transport services for the City of Avondale; and

**WHEREAS**, Don, through his management ability and mechanical expertise, was instrumental in developing a comprehensive fleet and facility maintenance program for the Fire Department which includes specifications for the sophisticated fleet of fire apparatus used by the Fire Department today; and

**WHEREAS**, Don was actively involved in developing one of the most progressive Fire Department employee / management involvement processes in the valley, and in the creation of a variety of new positions within the Fire Department including Battalion Safety Officer and Physical Resource Manager; and

**WHEREAS**, Don has faithfully served the City during periods of transition and growth and saw Avondale grow from a small community with a population of a few thousand to the fast-paced City it is today; and

**WHEREAS**, the City Council wishes to honor Donald T. Foley on the occasion of his retirement after twenty-five years of exemplary service to the citizens of Avondale in appreciation for his hard work and dedication to the City of Avondale and the Fire Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA**, that the City of Avondale does hereby thank Donald T. Foley for twenty-five years of loyal, dedicated service to the City of Avondale and its citizens.

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 6, 2011.

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Marie Lopez Rogers, Mayor

ATTEST:

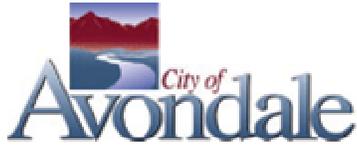
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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2978-611 - In recognition of Leo Gardunio on occasion of his retirement

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Paul Adams, Fire Chief (623) 333-6100

**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

Click to download

 [Resolution 2978-611](#)

**RESOLUTION NO. 2978-611**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING LEO B. GARDUNIO FOR TWENTY-NINE YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

**WHEREAS**, on April 15, 1982, Leo B. Gardunio began his career with the City of Avondale when he was hired as a firefighter; and

**WHEREAS**, Leo continued his rise through the Fire Department when on November 1, 1991 he was promoted to Fire Captain and became responsible for fire prevention and code enforcement; and

**WHEREAS**, on October 20, 1992 he was promoted to Division Chief; and

**WHEREAS**, Leo was instrumental in developing a comprehensive code enforcement and fire prevention program for the City of Avondale, to include the inclusion of fire sprinklers in all commercial buildings; and

**WHEREAS**, Leo worked diligently over the years to establish and maintain a progressive, professional and innovative community education program which has undoubtedly saved the lives of countless Avondale citizens; and

**WHEREAS**, Leo, was recognized in 2002 by the Arizona Fire and Burn Educators Association with the Mark Sanchez Award for his community education efforts; and

**WHEREAS**, despite changes in assignment, Leo has continued to be a valuable community education resource; and

**WHEREAS**, Leo began the Total Quality Management process within the Fire Department and was subsequently involved in developing one of the most progressive Fire Department employee / management involvement processes in the valley, and in the creation of a variety of new positions within the Fire Department including Battalion Safety Officer; and

**WHEREAS**, Leo has faithfully served the City during periods of transition and growth and saw Avondale grow from a small community with a population of a few thousand to the fast-paced City it is today; and

**WHEREAS**, the City Council wishes to honor Leo B. Gardunio on the occasion of his retirement after twenty-nine years of exemplary service to the citizens of Avondale in appreciation for his hard work and dedication to the City of Avondale and the Fire Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA**, that the City of Avondale does hereby thank Leo B. Gardunio for twenty-nine years of loyal, dedicated service to the City of Avondale and its citizens.

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 6, 2011.

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Marie Lopez Rogers, Mayor

ATTEST:

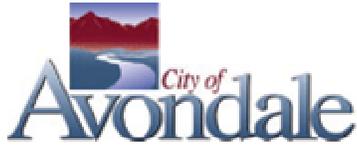
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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

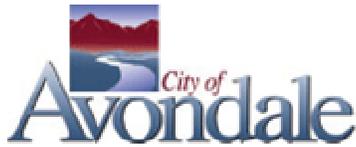
**MEETING DATE:**  
June 6, 2011

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

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Rescheduling of City Council Meetings

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is recommending Council approval of a request to reschedule the regularly scheduled council meetings of July 4 and September 6 in observance of holidays and the meeting of August 15 to allow for a summer break.

**BACKGROUND:**

The City Council Rules of Procedure read that when the day of a regularly scheduled City Council meeting falls on a legal holiday, no meeting shall be held on such holiday, but said meeting may be held at the same time and the same location on the next succeeding business day thereafter that is not a holiday or at such other time as designated by the City Council.

**DISCUSSION:**

Staff is recommending the rescheduling of the July 4 meeting to July 5, 2011 in observance of the Fourth of July holiday and the meeting of September 5 to September 6, 2011 in observance of Labor Day.

Unlike Councils in other cities, the Avondale City Council does not recess during the summer and instead has opted to reschedule meetings periodically to allow for longer recesses between meetings. Mayor Rogers has suggested rescheduling the August 15th meeting to August 8th.

The City Charter requires that any change in the regular meeting day, time or place be published in a newspaper of general circulation. In order to comply with this requirement and to notify the citizens of the meeting change, city staff will publish notices in the West Valley View the week prior to the rescheduled meetings.

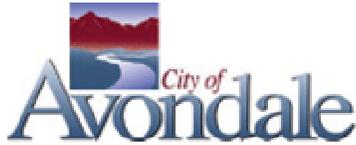
**RECOMMENDATION:**

Staff recommends that the City Council reschedule the City Council meetings of July 4 and September 6 in observance of holidays and the meeting of August 15 to allow for a summer break.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Special Event Liquor Licenses - Raceway Elks -  
Luau Dinner Dance

**MEETING DATE:**

June 6, 2011

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

**PURPOSE:**

Staff is recommending approval of a special event liquor license application from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for a Luau Dinner Dance Charitable Fundraiser to be held on Saturday, June 25, 2011 from 5 to 11 pm at the Masonic Temple located at 1015 North 8th Street in Avondale.

**DISCUSSION:**

The City Clerk's Department has received a special event liquor license application from Mr. Gary Bruce, on behalf of the Raceway Elks #2852, to be used in conjunction with a Luau Dinner Dance Charitable Fundraiser to be held on Saturday, June 25, 2011 from 5:00 to 11:00 pm at the Masonic Temple located at 1015 North 8th Street in Avondale, AZ.

The required fee has been paid. Staff has determined that the applicant is not requesting any city support other than normal city services. The Police and Fire Departments have reviewed the applications and are recommending approval. Their comments are attached.

Staff reviewed the applications using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1. The event will be restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. Gary Bruce, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant - The Police Department has reviewed the security plan and determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. There were no neighborhood disturbances associated with the most recent event held in April 2011
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last six hours
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 80 people
13. Music will be provided by a disc jockey who will use his own sound amplification system
14. Per the Police Department, traffic control measures will not be necessary

**RECOMMENDATION:**

Staff is recommending approval of a special event liquor license application from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for a Luau Dinner Dance Charitable Fundraiser to be held on Saturday, June 25, 2011 from 5 to 11 pm at the Masonic Temple located at 1015 North 8th Street in Avondale

**ATTACHMENTS:**

Click to download

 [Application](#)

 [Departmental Review](#)



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 2 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 RACEWAY ELKS #2852 100%  
Address 1015 N. 8<sup>th</sup> ST AVONDALE, AZ 85392  
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)

\_\_\_\_ # Police  Fencing  
\_\_\_\_ # Security personnel  Barriers

THE OFFICERS OF THE ELKS WILL CHECK MEMBERSHIP  
CARDS AT THE GATE/DOOR SINCE ONLY MEMBERS  
WILL ATTEND

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

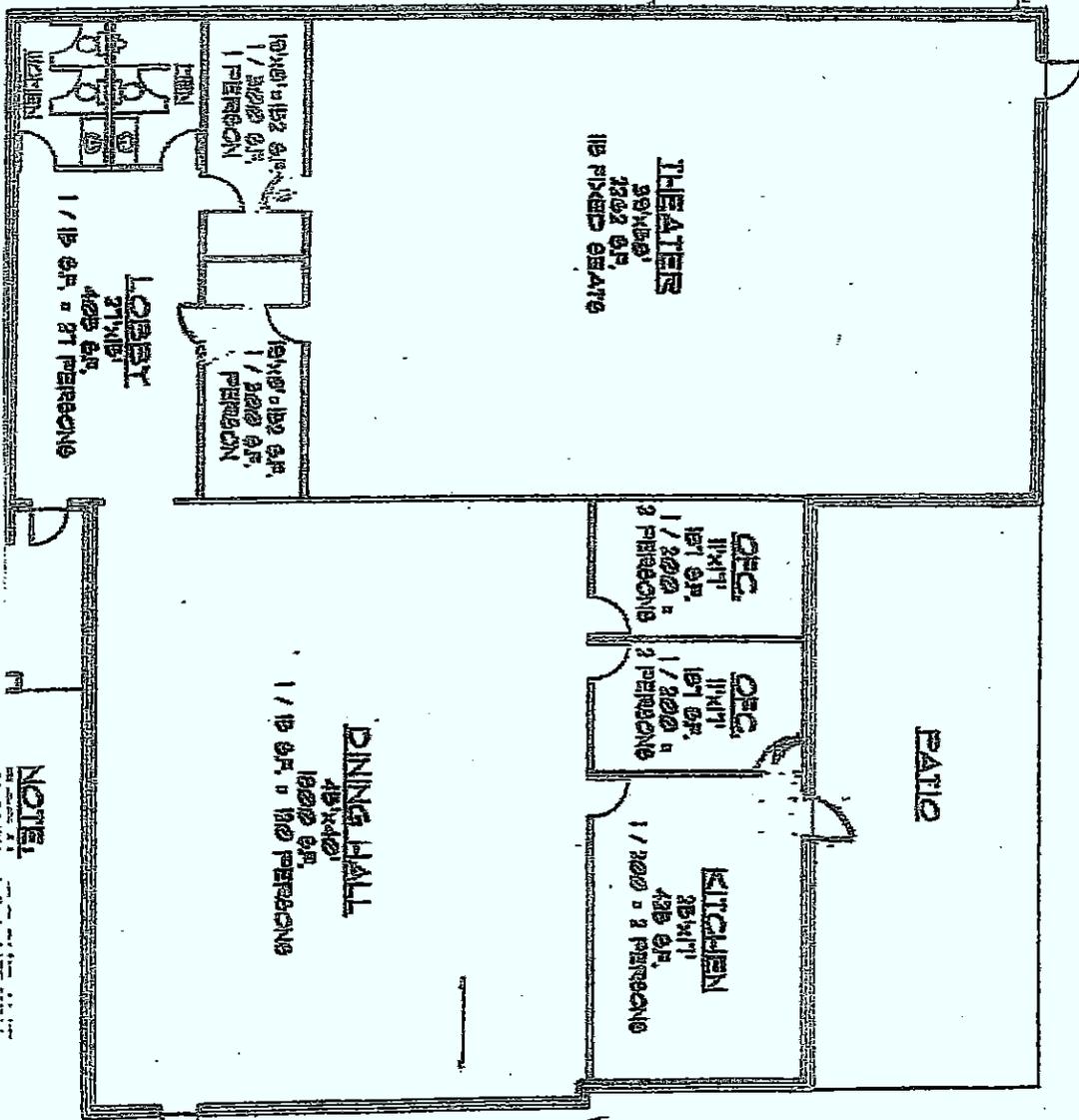
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors  
under the provisions of your license. The following page is to be used to prepare a diagram of your special  
event licensed premises. Please show dimensions, serving areas, fencing, barricades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

N

CHAIN LINK FENCE



FENCE

**DCCA**

DUNCAN-COUR ARCHITECTS, LLC  
 3723 W BARNES LANE PHOENIX, AZ 85051

Bill Duncan  
 Principal  
 Project Manager  
 Direct: 602.841.1284  
 Cell: 602.478.3378  
 Fax: 602.841.7517



FLOOR PLAN

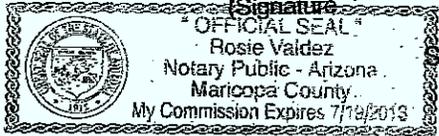
ADDRESS:  
 1015 N 9th ST.  
 AVONDALE, AZ 85323

NOTES:  
 FLOOR LOAD = 210

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

18. I DAVID A. KWA declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X. Rosie Valdez CHAIRPERSON 4-30-11 (623) 925-1745  
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this 30th April 2011  
Day Month Year

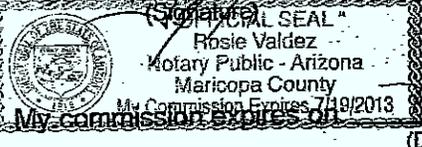
My Commission expires on: 7/19/2013 Rosie Valdez  
(Date) (Signature of NOTARY PUBLIC)

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

19. I GARY J. BRUCE declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X. Gary Bruce  
(Signature)

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this 30th April 2011  
Day Month Year



My Commission Expires on: 7/19/2013 Rosie Valdez  
(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.**

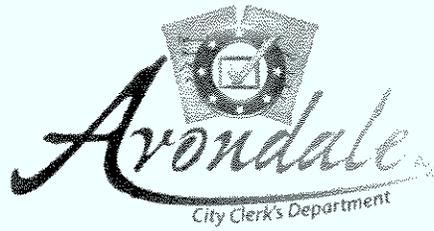
**LOCAL GOVERNING BODY APPROVAL SECTION**

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)



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT LIQUOR LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

---

**APPLICANT'S NAME:** GARY J. BRUCE

**ORGANIZATIONS NAME:** RACEWAY ELKS #2852

**EVENT ADDRESS:** 1015 N. 8<sup>TH</sup> STREET

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

**PURPOSE OF EVENT:** LUAU DINNER/DANCE FUND RAISER

**DEPARTMENTAL COMMENTS:**

APPROVED  
 DENIED

Joe J. Gory  
SIGNATURE  
Fire Inspector  
TITLE

5/4/11  
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 6, 2011  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 12, 2011



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT LIQUOR LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

---

**APPLICANT'S NAME:** GARY J. BRUCE

**ORGANIZATIONS NAME:** RACEWAY ELKS #2852

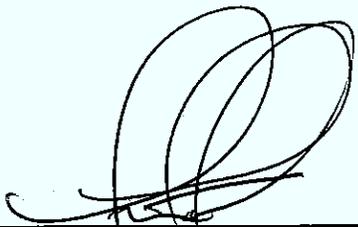
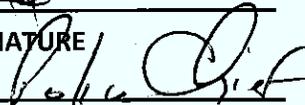
**EVENT ADDRESS:** 1015 N. 8<sup>TH</sup> STREET

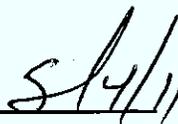
**CITY:** AVONDALE    **STATE:** AZ    **ZIP CODE:** 85323

**PURPOSE OF EVENT:** LUAU DINNER/DANCE FUND RAISER

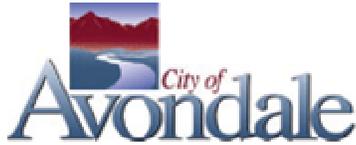
**DEPARTMENTAL COMMENTS:**

APPROVED  
 DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 6, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 12, 2011**



# CITY COUNCIL REPORT

**SUBJECT:**

Liquor License Series 12 (Restaurant) - Carlos O'Brien's Mexican Restaurant

**MEETING DATE:**

June 6, 2011

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

**PURPOSE:**

Staff is recommending approval of a request from Mr. Sean O'Brien for approval of a Series 12 Restaurant License application to sell all spirituous liquors at Carlos O'Brien's Mexican Restaurant located at 765 N. 114th Avenue in Avondale.

**DISCUSSION:**

The City Clerk's Department has received an application from Mr. Sean O'Brien for a Series 12 Restaurant License to sell all spirituous liquors at Carlos O'Brien's Mexican Restaurant located at 765 N. 114th Avenue in Avondale, Arizona.

As required by state law and city ordinance, the application was posted for the required period of time starting on May 12, 2011 and a notice was published in the West Valley View on May 27th and 31st, 2011. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete and the applicant has paid the City's fees.

The Development Services, Finance, Fire and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

**RECOMMENDATION:**

Staff recommends approval of a request from Mr. Sean O'Brien for approval of a Series 12 Restaurant License application to sell all spirituous liquors at Carlos O'Brien's Mexican Restaurant located at 765 N. 114th Avenue in Avondale.

**ATTACHMENTS:**

Click to download

- [Application](#)
- [Departmental Review](#)
- [Posting Photos](#)
- [Vicinity Map](#)

RECEIVED MAY 02 2011

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

**APPLICATION FOR LIQUOR LICENSE**  
TYPE OR PRINT WITH BLACK INK

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

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

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

**SECTION 2** Type of ownership:

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

**SECTION 3** Type of license and fees LICENSE #(s): 12

1. Type of License(s): Restaurant

2. Total fees attached: \$ \_\_\_\_\_

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

**SECTION 4** Applicant

1. Owner/Agent's Name: Mr. O'Brien Jean William  
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: Carlos O'Brien's Management LLC  
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Carlos O'Brien's Mexican Restaurant  
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 765 N. 114th Ave Avondale Az 85323  
(Do not use PO Box Number) City County Zip Maricopa

5. Business Phone: 602-274-5881 Daytime Contact: \_\_\_\_\_

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

7. Mailing Address: \_\_\_\_\_ City State Zip Maricopa

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

**DEPARTMENT USE ONLY**

Fees: 100. Application    Interim Permit    Agent Change    Club    96.00 Finger Prints \$ 196.00  
TOTAL OF ALL FEES

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

Accepted by: M. e Date: 4/28/2011 Lic. # 12078740

**SECTION 5 Interim Permit:**

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

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

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

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

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.: CARLOS O'Brien's Management LLC  
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: APRIL 23, 1998 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: L-0839477-0 Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No.: L-0839477-0 Date authorized to do business in AZ: 4-23-1998
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
O'Brien	Sean	William	MGR				
Lipson	Jeff	R <sup>o</sup>	Member/partner				3
O'Brien	Corey	Dillan	Member/partner				5

(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		
/			33 1/3						
			ABOVE			33 1/3			
			/			33 1/3			

(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)

**SEE  
AMENDMENT**

**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.: \_\_\_\_\_  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
5. Is Corp./L.L.C. Non-profit?  YES  NO

AMENDMENT

6. List all directors, officers and members in Corporation/L.L.C.

Last	First	Middle	Title	Mailing Address	City State Zip

(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
O'Brien	Sean	William	100%		
Lipson	Jeff	Roy	100091		
O'Brien	Carey	Dillon	102989k		

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

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

- Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
- New Business: Name \_\_\_\_\_  
(Physical Street Location) Address \_\_\_\_\_
- License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- 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))

APR 28 11:41 AM '03

- Distance to nearest school: \_\_\_\_\_ ft. Name of school \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
- Distance to nearest church: \_\_\_\_\_ ft. Name of church \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

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

4. If the premises is leased give lessors: Name City of Avondale  
Address 11465 W. Civic Center Drive  
City, State, Zip Suite 220 Avondale

4a. Monthly rental/lease rate \$ 8500 What is the remaining length of the lease 1 yrs. 7 mos. At 85323

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? \$ 500,000  
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Carlos OBriens		Scottsdale	100%			
		LLC				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**SECTION 13 - continued**

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

License # \_\_\_\_\_ (exactly as it appears on license) Name \_\_\_\_\_

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

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

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

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

  
 applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit [www.azliquor.gov](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? September 1st, 2011  
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

  
 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.

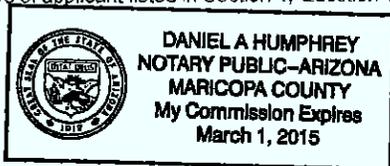
Diagram Attached

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**SECTION 16 Signature Block**

I, Sean William O'Brien, 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 *Sean William O'Brien*  
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

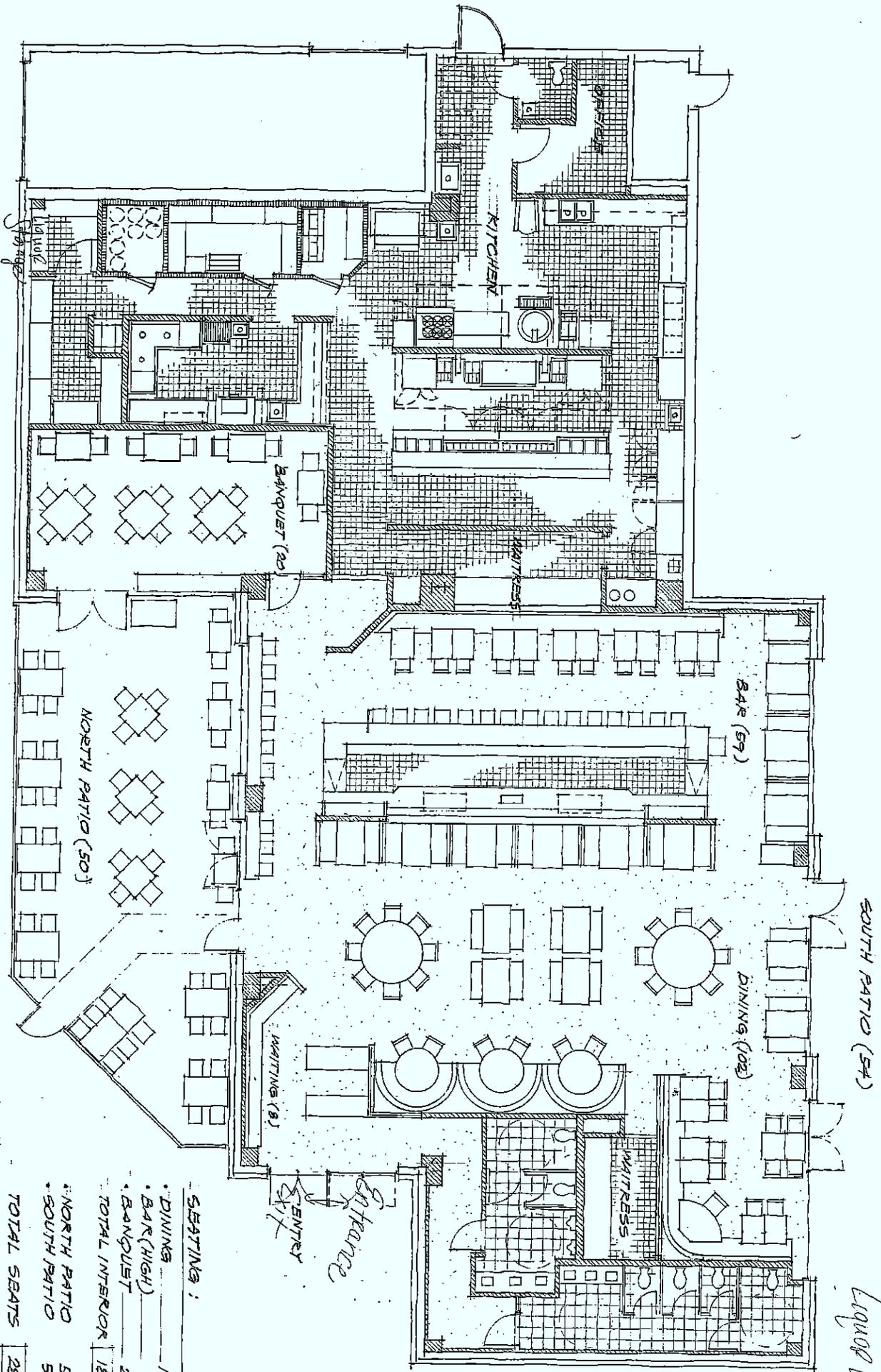
The foregoing instrument was acknowledged before me this 20 of April, 2011  
Day Month Year

*[Signature]*  
signature of NOTARY PUBLIC

My commission expires on: 1 March 2015  
Day Month Year

11 APR 28 Upr. Lic. RM1023

PRELIMINARY FLOOR PLAN "CARLOS O'BRIEN'S" @ AVONDALE, AZ.



SEATING:

DINING	102
BAR (HIGH)	57
BANQUET	20
TOTAL INTERIOR	181
NORTH PATIO	50
SOUTH PATIO	54
TOTAL SEATS	285

Liquor license

**EXPEDITED**

STATE OF ARIZONA  
ACC/FAX  
DATE FILED

ARTICLES OF ORGANIZATION  
OF  
CARLOS O'BRIEN'S MANAGEMENT, L.L.C.

MAY 01 1998

DATE APPR 5-1-98  
TERM  
BY Latina Hamilton  
L-0839477-0

1. Name. The name of the limited liability company is Carlos O'Brien's Management, L.L.C. *LLC*
2. Registered Office. The address of the registered office of the limited liability company is 1133 East Northern Avenue, Phoenix, Arizona 85020.
3. Statutory Agent. The name and address of the initial agent for service of process is L and R Service Co., 40 North Central Avenue, Suite 1500, Phoenix, Arizona 85004.
4. Management. Management in the limited liability company at the time of formation is vested in a designated manager whose name and business address are Sean W. O'Brien, 1133 East Northern Avenue, Phoenix, Arizona 85020.
5. Members. The names and business addresses of the members who own a 20% or greater interest in the capital or profits of the limited liability company are:

Sean W. O'Brien

Jeffrey R. Lipson

Corey D. O'Brien

EXECUTED: April 23, 1998.

Sean W. O'Brien  
Sean W. O'Brien, Manager

11 APR 28 1998 L.L.C. #M1023

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OPERATING AGREEMENT  
OF  
CARLOS O'BRIEN'S MANAGEMENT, L.L.C.  
an Arizona limited liability company

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*Effective: April 23, 1998*

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# OPERATING AGREEMENT

OF

## CARLOS O'BRIEN'S MANAGEMENT, L.L.C.

---

This Operating Agreement of Carlos O'Brien's Management, L.L.C., an Arizona limited liability company (the "Company"), is entered into effective as of April \_\_\_\_, 1998 (the "Effective Date") among Sean W. O'Brien, as a Member and as the Manager, and Jeffrey R. Lipson, Corey D. O'Brien and Jov E. O'Brien, as Members.

### ARTICLE 1 -- FORMATION OF THE COMPANY; DEFINITIONS

1.1 Name. The name of the Company is Carlos O'Brien's Management, L.L.C.

1.2 Purposes. The purpose of the Company is to own, operate and manage a Carlos O'Brien's Mexican Restaurant on leased premises located at the southwest corner of Bell Road and Scottsdale Road in Phoenix, Maricopa County, Arizona (the "Premises"). The Company shall lease the improved real property constituting the Premises from Carlos O'Brien's Scottsdale, L.L.C., an Arizona limited liability company, pursuant to a lease agreement to be negotiated by the Manager.

1.3 Registered Office. The address of the registered office of the Company is 1133 East Northern Avenue, Phoenix, Arizona 85020.

1.4 Statutory Agent. The name and mailing address of the statutory agent of the Company is L and R Service Co., 40 North Central Avenue, Suite 1500, Phoenix, Arizona 85004.

1.5 Term. The Company commenced operation on the date the Articles of Organization of the Company were filed with the Arizona Corporation Commission and shall continue until the date the Company is dissolved pursuant to Article 11 of this Agreement.

1.6 Taxation as a Partnership. The Company shall elect to be treated as a partnership for federal and state income tax purposes but for no other purpose.

1.7 Definitions. The following terms shall have the following meanings:

(a) "Act" means the Arizona Limited Liability Company Act, as amended from time to time.

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(b) "Adjusted Capital Account Deficit" means the deficit balance, if any, in a Member's Capital Account, after:

(1) Crediting to such Capital Account, any amounts such Member is obligated to restore pursuant to any provision of this Agreement or would be deemed obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

(2) Charging to such Capital Account, the items described in Sections 1.704-1(b)(2)(i)(d)(4), (5) and (6) of the Regulations.

The above definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(i)(d) of the Regulations and shall be interpreted consistently with such provisions.

(c) "Adjusted Capital Contributions" means, with respect to any Interest, the total Capital Contributions made with respect to that Interest, less all amounts actually distributed with respect to that Interest pursuant to Sections 4.2(a) and 11.5.

(d) "Agreement" means this Operating Agreement.

(e) "Available Interest" has the meaning set forth in Section 9.2(a).

(f) "Capital Account" means a capital account maintained for each Member in accordance with the following provisions:

(1) To each Member's Capital Account there shall be credited such Member's Capital Contributions, distributive share of Profits, any items of income or gain that are specially allocated under Article 3 (except Section 3.4), and the amount of any Company liabilities assumed by such Member or that are secured by any Property distributed to such Member;

(2) To each Member's Capital Account there shall be charged the amount of cash and the Gross Asset Value of any Property distributed to such Member, such Member's distributive share of Losses, any items in the nature of expenses or losses that are specially allocated under Article 3 (except Section 3.4), and the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

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If any person Transfers all or any portion of an Interest in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest. In determining the amount of any liability for purposes of this definition, Section 752(c) of the Code and any other applicable provisions of the Code and Regulations shall be taken into account. This definition of Capital Account and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations, and shall be interpreted and applied in a manner consistent with such Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any charges or credits to such Capital Accounts (including, without limitation, charges or credits relating to liabilities that are secured by contributed or distributed Property or that are assumed by the Company or the Members), are computed to comply with such Regulations, the Manager may make such modification, so long as such modification is not likely to have a material adverse effect on any Member. The Manager shall also make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Section 1.704-1(b)(2)(iv)(g) and (q) of the Regulations, and shall make any appropriate modification if unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Regulations.

(g) "Capital Contributions" means the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the Interest in the Company held by a Member. The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed to the Company by the maker of the note shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note, or until (and to the extent) principal payments are made on the note, all in accordance with Section 1.704-1(b)(2)(iv)(d)(2) of the Regulations.

(h) "Code" means the Internal Revenue Code of 1986, as amended (or corresponding provisions of future laws).

(i) "Company" means the limited liability company formed pursuant to the Articles of Organization and this Agreement.

(j) "Delinquent Member" has the meaning set forth in Section 2.2(a).

(k) "Depreciation" means, for each period, an amount equal to the depreciation, amortization or any other cost recovery deduction allowable with respect to an asset for such period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided that if the federal income tax depreciation,

amortization or other cost recovery deduction for such period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value, using any reasonable method selected by the Manager.

(l) "Effective Date" means April \_\_\_\_, 1998.

(m) "Election Period" has the meaning set forth in Section 9.2(a).

(n) "Event of Withdrawal" has the meaning set forth in Section 29-733 of the Act.

(o) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except that:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Manager;

(2) The Gross Asset Value of each Company asset shall be adjusted to equal its respective gross fair market value, as determined by the Manager, as of the following times: (A) the acquisition of an additional Interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (B) the distribution by the Company to a Member of more than a *de minimis* amount of Property as consideration for an Interest in the Company; and (C) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations; provided that adjustments pursuant to clauses (A) and (B) above shall be made only if the Manager reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(3) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution as agreed to by the Manager and the distributee Member; and

(4) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets under Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations and Article 3; but Gross

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Asset Values shall not be adjusted under this Subsection (4) to the extent the Manager determines that an adjustment pursuant to Subsection (2) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Subsection (4).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to this definition, such Gross Asset Value shall be adjusted by Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(p) "Interest" means the interest of a Member in the Company as a Member representing such Member's rights, powers and privileges as specified in this Agreement.

(q) "Issuance Items" has the meaning set forth in Section 3.2(h).

(r) "Manager" means Sean W. O'Brien, or any other person or entity who becomes a Manager under this Agreement, and who has not ceased to be a Manager under the terms of this Agreement. If there is more than one Manager then serving, any references to Manager in this Agreement means Managers.

(s) "Members" means those persons or entities specified as Members on Schedule A, and such other persons or entities who are admitted as Members in accordance with the terms of this Agreement. "Member" means any such person or entity. The term "Member" or "Members" does not include, except as specifically provided in this Agreement, any person or entity who has received a purported Transfer of a Member's Interest but who has not been admitted as a Member pursuant to Section 9.5.

(t) "Net Cash from Operations" means the gross cash proceeds from Company operations, less the portion used to pay or establish reserves for all Company expenses, debt payments (including principal and interest), capital improvements, replacements and contingencies, all as determined by the Manager in his discretion. Net Cash from Operations shall not be reduced by Depreciation or similar allowances and shall not include any Net Cash from Sales or Refinancings.

(u) "Net Cash from Sales or Refinancings" means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) and all refinancings of Property, less any portion thereof used to establish reserves, all as determined by the Manager in his discretion. Net Cash from Sales or Refinancings shall include the net cash proceeds of all principal and interest payments actually received by the Company with respect to any promissory note or other deferred payment obligation held by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Property.

(v) "Net Equity" of an Interest means, as of any day, the amount that would be distributed to the holder of such Interest in liquidation of the Company pursuant to Article 11 if (1) all of the Company's Property were sold for its fair market value, (2) the Company paid its accrued, but unpaid, liabilities and established reserves for the payment of reasonably anticipated contingent or unknown liabilities, and (3) the Company distributed the remaining proceeds to the Members, all as of such date. The Net Equity of an Interest shall be determined, without audit or certification, from the books and records of the Company by the accounting firm regularly employed by the Company, except that the fair market value of the Company's Property shall be determined by agreement of Members holding not less than 66-2/3% of the Percentage Interests or, if the Members cannot agree upon the fair market value, by an independent appraiser reasonably acceptable to all Members. The Net Equity determination of the accountants shall be final and binding.

(w) "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(x) "Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(y) "Partner Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

(z) "Partner Nonrecourse Debt Minimum Gain" means an amount with respect to each Partner Nonrecourse Debt equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(aa) "Partner Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(bb) "Partnership Minimum Gain" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

(cc) "Percentage Interest" means a Member's percentage interest as set forth on Schedule A.

(dd) "Premises" has the meaning set forth in Section 1.2.

(ee) "Profits" and "Losses" means for any period an amount equal to the Company's taxable income or taxable loss for such period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(1) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(2) Any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss;

(3) If the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset, for purposes of computing Profits or Losses;

(4) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of such Property, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(5) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such period, computed in accordance with the definition of Depreciation; and

(6) Notwithstanding any other provision of this definition of Profits and Losses, any items that are specially allocated pursuant to Article 3 shall not be taken into account in computing Profits and Losses.

(ff) "Property" means all funds, assets and property, real or personal, tangible or intangible, acquired by the Company, including any leasehold interest in the Premises, and the proceeds of such funds, assets and property.

(gg) "Purchasing Members" has the meaning set forth in Section 9.2(b).

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(hh) "Regulations" means the regulations promulgated under the Code, as amended from time to time (including corresponding provisions of succeeding regulations).

(ii) "Regulatory Allocations" has the meaning set forth in Section 3.3.

(jj) "Transfer" means, as a noun, any voluntary or involuntary transfer, sale, gift, pledge, or other disposition, and, as a verb, to voluntarily or involuntarily transfer, sell, gift, pledge or otherwise dispose of.

(kk) "Transfer Notice" has the meaning set forth in Section 9.2(a).

(ll) "Transferring Member" has the meaning set forth in Section 9.2(a).

(mm) "Winding Up Event" has the meaning set forth in Section 11.1.

## ARTICLE 2 -- CAPITAL CONTRIBUTIONS AND LOANS

2.1 Members; Capital Contributions; Percentage Interests. The name, address, initial Capital Contribution and Percentage Interest of each Member is set forth on Schedule A.

2.2 Required Contributions. Except as otherwise provided below, a Member shall be liable only to make Capital Contributions as provided in this Agreement, and shall not be required to lend any funds to the Company or make any additional contributions to the Company.

(a) Additional Capital Contributions. Upon the written consent of Members holding not less than 66-2/3% of the Percentage Interests, the Members shall make additional Capital Contributions to the Company, in proportion to their Percentage Interests, in the aggregate amount approved in such consent. If any Member fails to make any such additional Capital Contributions within 30 days of receipt of such consent, (a) such Member shall be in breach of its obligations under this Agreement and shall be a "Delinquent Member", (b) the Percentage Interest of the Delinquent Member will be reduced to a percentage which is equal to a fraction, the numerator of which is the total Capital Contributions made by the Delinquent Member since the formation of the Company and the denominator of which is the total Capital Contributions made by all Members since the formation of the Company, and the Percentage Interests of the non-Delinquent Members will be increased, in the aggregate and on a pro-rata basis among the non-Delinquent Members, by the percentage that the Delinquent Member's Percentage Interest is reduced in accordance with this paragraph, and (c) the Company and the non-Delinquent Members shall have the rights and remedies set forth in this Agreement and any other remedies available at law or in equity.

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(b) Loan to Company. If any Member fails to make any required additional Capital Contribution within 30 days of receipt of the Members' consent pursuant to Section 2.2(a), the non-Delinquent Members may advance the amount of such additional Capital Contribution and the amount so advanced shall be a loan from the non-Delinquent Members to the Company and shall bear interest at the rate of 9% per annum from the date advanced until paid. Any such loan shall be repaid in full prior to making any distributions to the Members pursuant to Article 4 or Article 11.

(c) Example. By way of example only, if there are three Members of the Company, each having made \$100 in Capital Contributions and with a 1/3 Percentage Interest, and additional Capital Contributions are requested pursuant to this Section 2.2 in the total amount of \$300, if one Member fails to make his pro rata additional Capital Contribution, his Percentage Interest will be reduced to 1/5 (100/500) and the Percentage Interests of the non-Delinquent Members will be increased accordingly. In addition, the non-Delinquent Members may loan the additional \$100 to the Company and will be entitled to be repaid that amount plus accrued interest prior to any distributions to the Members.

2.3 Loans. Any Member may loan funds to the Company, if the Manager determines it appropriate. Any such loan shall be a debt to the Member from the Company, and shall be evidenced by promissory notes containing such terms and bearing such rates of interest (which in any event shall not be less than the applicable federal rate for such loan) as the Manager shall determine.

2.4 Member Status. Notwithstanding any provision of the Act, each Member acknowledges that he has entered into this Agreement based on the expectation that all Members will continue as Members and carry out their duties and obligations under this Agreement and that, except as otherwise expressly required or permitted by this Agreement, no Member shall withdraw from the Company, be entitled to, demand or receive a return of such Member's Capital Contributions (or a bond or other security for the return of such Capital Contributions) or attempt to dissolve the Company without the unanimous consent of the Members.

### ARTICLE 3 -- ALLOCATIONS

#### 3.1 Profits and Losses.

(a) Profits. Subject to Sections 3.2 and 3.3, Profits for any taxable year shall be allocated to the Members in the following order:

(1) First, to the Members until the cumulative Profits allocated under this Section 3.1(a)(1) are equal to the cumulative Losses allocated in accordance with the provisions of Section 3.1(b) for all prior taxable years. Such Profits shall be allocated to each Member in proportion to the cumulative Losses

previously allocated to such Member that have not been previously offset under this Section 3.1(a)(1).

(2) Second, to the Members in proportion to their Percentage Interests.

(b) Losses. Subject to Sections 3.2 and 3.3, Losses for any taxable year shall be allocated to the Members in the following order:

(1) First, to the Members until the cumulative Losses allocated under this Section 3.1(b)(1) are equal to the cumulative Profits allocated under Section 3.1(a)(2) for all prior taxable years. Such Losses shall be allocated to each Member in proportion to the cumulative Profits previously allocated to each Member that have not been previously offset under this Section 3.1(b)(1).

(2) Second, to the Members in proportion to their respective positive Capital Account balances, until each of their Capital Account balances does not exceed zero.

(3) Third, to the Members in proportion to their Percentage Interests.

3.2 Special Allocations. Special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article 3, if there is a net decrease in Partnership Minimum Gain during any taxable year, each Member shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Member's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member under this subsection. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 3.2(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently with such Regulation.

(b) Partner Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article 3, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any taxable year, each Member who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in

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accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Member's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member under this subsection. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 3.2(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently with such Regulation.

(c) Qualified Income Offset. If any Member unexpectedly receives any adjustments, allocations or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations, items of Company income and gain shall be specially allocated to each such Member, in an amount sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible; provided that an allocation pursuant to this Section 3.2(c) shall be made only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 3 have been tentatively made as if this Section 3.2(c) were not in the Agreement.

(d) Gross Income Allocation. If any Member has a deficit Capital Account at the end of any taxable year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 3.2(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 3 have been made as if Section 3.2(c) and this Section 3.2(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any taxable year or other period shall be allocated to the Members in proportion to their Percentage Interests.

(f) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any taxable year shall be allocated to the Member who bears the risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Section 1.704-2(i)(1) of the Regulations.

(g) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Sections 1.704-1(b)(2)(iv)(m)(2) or (4) of the Regulations, to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his or her interest in the Company, the amount of such adjustment to the Capital

Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Sections of the Regulations.

(h) Allocations Relating to Taxable Issuance of Membership Interests. Any income, gain, loss, or deduction realized as a direct or indirect result of the issuance of an Interest by the Company to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

3.3 Curative Allocations. The allocations set forth in Sections 3.2(a) through (g) (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. To the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 3.3. Therefore, notwithstanding any other provision of this Article 3 (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner the Manager determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance, to the extent possible, is equal to the Capital Account balance each Member would have had if the Regulatory Allocations were not part of the Agreement. In exercising discretion under this Section 3.3, the Manager shall take into account future Regulatory Allocations under Sections 3.2(a) and 3.2(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 3.2(e) and 3.2(f).

3.4 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value). If the Gross Asset Value of any Company asset is adjusted pursuant to the definition thereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose of this Agreement. Allocations pursuant to this Section 3.4 are solely for purposes of federal, state and local taxes, and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to this Agreement.

3.5 Allocation Periods. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly or other basis as determined by the Manager using any permissible method under Code Section 706 and the Regulations thereunder.

3.6 Tax Consequences. The Members are aware of the income tax consequences of the allocations made by this Article 3, and agree to be bound by the provisions of this Article 3 in reporting their shares of Company income and loss for income tax purposes.

## ARTICLE 4 -- DISTRIBUTIONS

4.1 Net Cash from Operations. Except as otherwise provided in Article 11, Net Cash from Operations, if any, shall be distributed to the Members in proportion to their Percentage Interests at such times as the Manager reasonably determines.

4.2 Net Cash from Sales or Refinancings. Except as otherwise provided in Article 11, Net Cash from Sales or Refinancings shall be distributed as soon as practicable following such sale or refinancing in the following order and priority:

(a) First, to the Members in proportion to their Adjusted Capital Contributions until their Adjusted Capital Contributions are reduced to zero; and

(b) The balance, if any, to the Members in accordance with their Percentage Interests.

4.3 Minimum Distribution. Notwithstanding the foregoing, the Company shall distribute to each Member, to the extent of available cash and without borrowing additional cash, an amount equal to the federal and state income taxes that would be payable by such Member as a result of the recognition of Company income by such Member using a marginal federal and state income tax rate of 40% (subject to adjustment as determined by the Manager) without regard to any surtax. All distributions pursuant to this Section 4.3 shall be treated as advances, which shall be required to be repaid out of distributions to the Members pursuant to Sections 4.1 and 4.2(b). Any such advance shall not bear interest but shall be a personal recourse obligation of the distributee Member to the extent such advance is not repaid out of distributions.

4.4 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution by the Company to the Members shall be treated as amounts distributed to the Members pursuant to the provisions of this Article 4 for all purposes under this Agreement.

## ARTICLE 5 -- MANAGEMENT AND OPERATIONS

5.1 Management. The business and affairs of the Company shall be managed by its Manager or Managers. The consent or ratification of the Manager or Managers shall be sufficient for valid action to be taken. If there are two Managers, the Managers shall act by unanimous vote, and if there are more than two Managers, the Managers shall act by majority vote. Except where it is specifically provided in this Agreement or the Act that the Members have the exclusive power and authority to perform an act, the Manager shall have full power and authority to perform all acts for and on behalf of the Company, including, but not limited to, any action to sell all or a portion of the Property.

5.2 Expenses. All reasonable expenses incurred by the Manager in managing and conducting the Company's business, including, but not limited to, organizational, overhead, administrative, travel, professional, technical, and other services, shall be reimbursed by the Company.

5.3 Tax Controversies. The Manager shall be the tax matters partner (as that term is defined in Section 6231(a)(7) of the Code) and shall be solely responsible for representing the Company in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities.

5.4 Reports and Meetings. The Manager, at the request of any Member who is not a Manager, shall provide such reports and shall schedule such meetings as the Member reasonably requests.

5.5 Removal. A Manager may be removed, with or without cause, at any time as Manager by the vote of those Members holding not less than 66-2/3% of the Percentage Interests.

5.6 Appointment of Successor or Additional Manager. In the case of the removal of a Manager, or a Manager's death or dissolution, the Members, by vote of those Members holding not less than 66-2/3% of the Percentage Interests, may appoint a successor Manager (who may or may not be a Member) who shall have all the power and authority of a Manager under this Agreement. Furthermore, the Members may elect, by a vote of those Members holding not less than 66-2/3% of the Percentage Interests, to appoint one or more additional Managers.

5.7 Other Activities. The Manager and the Members may engage in other businesses and activities of every nature and description, independently and with others, including, but not limited to, the ownership, operation and management of other restaurants in the immediate area of the Project and the greater Phoenix metropolitan area, and neither the Company nor any Member shall have any rights in any such other businesses or activities or in the income or profits thereof. The foregoing notwithstanding, the Members and the Manager shall be subject to and must comply with any and all trademarks, tradenames or other

intellectual property rights associated with the name "Carlos O'Brien's" or used in connection with the operation of Mexican food restaurants under such name.

5.8 Liability and Indemnification of Manager. The Manager shall not be liable, responsible or accountable in damages or otherwise to the Company or to any of the Members for any act or omission performed or omitted by the Manager in good faith and in a manner reasonably believed by him to be within the scope of the authority granted to the Manager by this Agreement; provided, however, that the Manager shall not be relieved of liability in respect of any claim, issue or matter as to which he shall have been adjudged to be liable for gross negligence or willful misconduct; and, subject to such limitation in the case of any such judgment of liability, the Company shall indemnify, defend and hold the Manager harmless against any loss or damage incurred by the Manager including, but not limited to, any loss or damage resulting solely by reason of serving as Manager, and against expenses (including attorneys' fees and costs) actually and reasonably incurred by the Manager in connection with the defense or settlement of any threatened, pending or completed action or suit by any Member in connection therewith. The satisfaction of any indemnification pursuant to this Section shall be from and limited to Company assets, and no Member shall have any personal liability on account thereof.

#### ARTICLE 6 -- BOOKS AND RECORDS

6.1 General. The Company's books and records shall be kept on the cash or accrual method of accounting, as the Manager determines. The Company's books shall be kept on a calendar year basis and the Company's taxable year shall be the calendar year.

6.2 Financial Information. Within a reasonable period after the close of each taxable year, the Manager shall give a written report to each Member indicating such Member's share of the Company income. Such requirement may be satisfied by giving each Member a copy of any tax form that includes such information.

#### ARTICLE 7 -- ACCOUNTS WITH FINANCIAL INSTITUTIONS

7.1 Accounts. All Company funds shall be deposited with a financial institution in the Company's name in such accounts as the Manager designates. The Manager may authorize other persons to draw checks on the Company's accounts, but such authority must be in writing.

## ARTICLE 8 -- TAX ELECTIONS

8.1 Elections. No election shall be made to exclude the Company from the application of the provisions of Subchapter K of the Code or from any similar provisions of state tax laws. If an Interest is transferred, a Member dies, or Company assets are distributed to a Member, the Manager may, in the Manager's discretion, cause the Company to elect to cause the basis of the Company's assets to be adjusted for federal income tax purposes under Code Sections 734 and 743.

## ARTICLE 9 -- TRANSFER OF INTERESTS

9.1 Restriction on Transfers. Except as otherwise provided in this Agreement, no Member may Transfer all or any portion of such Member's Interest without the written consent of Members holding not less than 66-2/3% of the Percentage Interests.

9.2 Right of First Purchase. In addition to the other limitations, and restrictions set forth in this Article 9, no Member may Transfer all or any portion of his Interest unless such Member first offers to sell such Interest to the other Members pursuant to the terms of this Section 9.2.

(a) Notice; Option to Purchase. The Member desiring to Transfer his Interest (the "Transferring Member") shall give written notice (the "Transfer Notice") to each other Member setting forth the proposed transferee, the consideration and other payment terms and conditions applicable to the proposed Transfer, and whether the Transfer constitutes all or a portion of his Interest (the "Available Interest"). At any time during the period ending on the 30th day following the giving of the Transfer Notice (the "Election Period"), each Member may elect to purchase that portion of the Available Interest that corresponds to the ratio of his Percentage Interest to the total Percentage Interests held by all Members (other than the Transferring Member) by giving written notice of such election to the Transferring Member and the other Members. If one or more Members do not elect to purchase his or their pro rata portion of the Available Interest, the Manager may, in his sole discretion, permit one or more of the Members to purchase any remaining portion of the Available Interest. If collectively the Members do not elect to purchase 100% of the Available Interest, the Members shall be deemed to have elected not to purchase the Available Interest.

(b) Purchase Price; Closing. Unless otherwise agreed upon by all Members, the purchase price for the Available Interest shall be the lesser of (i) the purchase price as set forth in the Transfer Notice or (ii) the Net Equity of the Available Interest, determined as of the date the Transfer Notice is given. If one or more Members elect to purchase the Available Interest (the "Purchasing Members"), the closing of the sale of the Available Interest shall take place within 60 days after the date the entire Available Interest is subscribed for pursuant to paragraph (a) above. At the closing, the Purchasing Members shall pay to the Transferring Member, as the case may be, (x) the purchase price as specified in the Transfer Notice in accordance with the terms thereof or (y) the Net Equity of the Available

Interest, by cash or other immediately available funds, and the Transferring Member and the Purchasing Members shall execute such documents and instruments as may be necessary to consummate the sale of the Available Interest.

(c) Sale to Third Party. If the Members do not elect to purchase the Available Interest within the Election Period, the Transferring Member may sell the Available Interest to the proposed transferee specified in the Transfer Notice at any time within 60 days after the end of the Election Period, provided that such sale is made on terms no more favorable to the proposed transferee than the terms contained in the Transfer Notice and further provided that such sale complies with the other terms, conditions and restrictions of this Agreement. In no event will any third party purchaser be admitted as a substituted Member of the Company except in accordance with the provisions of Sections 9.1 and 9.4. If the Available Interest is not sold in accordance with the terms of this paragraph, the Available Interest shall again be subject to all of the conditions and restrictions of this Section 9.2.

### 9.3 Purported Transfers Without Written Consent.

(a) Rights of Nonadmitted Transferee. Except as otherwise provided in this Agreement, any purported Transfer of an Interest without the written consent of the Members as provided in Section 9.1 shall be null and void. If, however, by law the Company is required to recognize the purported Transfer, the purported transferee's rights shall be strictly limited solely to allocations and distributions as provided by this Agreement with respect to such Interest, and the Member whose Interest has purportedly been transferred shall have no right to any allocations or distributions with respect to such Interest. The purported transferee shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights to vote or participate in management or other rights of a Member under this Agreement or the Act. Any allocations and distributions to such purported transferee may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations or liabilities for damages that the transferor or transferee may have to the Company.

(b) Liability of Nonadmitted Transferee. The parties attempting to engage in any purported Transfer that has not been approved by the written consent of the Members in accordance with Section 9.1 shall be liable to indemnify and hold harmless the Company and the other Members from all costs, liabilities and damages that any of them may incur (including, but not limited to, incremental tax liabilities and attorneys' fees and expenses) as a result of such purported Transfer and efforts to enforce the indemnity granted under this Section 9.3(b).

9.4 Conditions to Transfer. If the Members approve the Transfer of all or a portion of a Member's Interest pursuant to Section 9.1, or in the case of any other Transfer permitted under this Agreement, the Manager may impose such reasonable conditions as the Manager determines to be in the best interest of the Company, including, but not limited to, any of the following conditions:

(a) Execution of Documents. The execution of such documents and instruments of conveyance as may be necessary in the opinion of counsel to the Company to Transfer such Interest and to confirm the agreement of the transferee to be bound by the provisions of this Agreement;

(b) Opinion of Counsel. The furnishing of an opinion of counsel, satisfactory to counsel to the Company, that such Transfer complies with applicable federal and state securities laws and that the Transfer will not cause the Company to terminate for federal income tax purposes;

(c) Reimbursement of Costs. Reimbursement by the transferor or transferee for any costs and expenses incurred in connection with such Transfer including, but not limited to, legal, filing and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the transferred Interest;

(d) Furnishing of Information. The furnishing of the transferee's taxpayer identification number, information to determine the transferee's initial tax basis, and any other information necessary to permit the Company to file all required federal and state information statements or returns; and

(e) Authority for Minor to Become Member. If the transferee is not an individual of legal majority, the provision to the Manager of evidence satisfactory to counsel for the Company of the authority of the transferee to become a Member and to be bound by the provisions of this Agreement.

9.5 Admission as Substituted Member. Upon fulfilling all requirements of the Manager under Section 9.4, the transferee shall be admitted as a substituted Member of the Company.

9.6 Distributions and Allocations with Respect to Transferred Interests. If a Member Transfers such Member's Interest during any taxable year, or the Company is required by law to recognize a purported Transfer that has not been made in accordance with the provisions of this Article 9, all tax items attributable to the transferred Interest for such taxable year shall be allocated between the transferor and the transferee in accordance with Code Section 706(d), using any conventions permitted by law as selected by the Manager in the Manager's discretion.

## ARTICLE 10 -- AMENDMENTS

10.1 Amendment. This Agreement may be amended only with the written consent of Members holding not less than 66-2/3% of the Percentage Interests.

## ARTICLE 11 -- DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall dissolve and commence winding up upon the first to occur of any of the following ("Winding Up Events"):

(a) Consent of Members. Upon the unanimous written consent of the Members; or

(b) Judgment of Dissolution. Entry of a judgment of dissolution under Section 29-785 of the Act or administrative dissolution under Section 29-786 of the Act.

Notwithstanding any provision of the Act, an Event of Withdrawal of a Member shall not constitute a Winding Up Event or otherwise result in the dissolution of the Company.

11.2 Winding Up. Upon the occurrence of a Winding Up Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner. The Manager shall be responsible for such winding up, and may sell Property for cash or credit, or make distributions of Property in kind, as the Manager determines in the Manager's sole discretion.

11.3 Notice of Winding Up. The Manager shall file, as soon as possible after the Winding Up Event has occurred, written notice of winding up with the Arizona Corporation Commission as required by Section 29-781.B of the Act.

11.4 Payment of Debts. Upon a Winding Up Event, the Company's Property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) Debts to Others. To the payment and discharge of all of the Company's debts and liabilities (other than those to the Members), including the establishment of any necessary reserves;

(b) Debts to Members. To the payment and discharge of any debts or liabilities to the Members.

11.5 Distributions. Any amounts remaining after making the payments provided for in Section 11.4 shall be distributed to the Members who have positive Capital Accounts in accordance with the provisions of Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations.

11.6 Articles of Termination. When all debts, liabilities and obligations have been paid and discharged, or adequate provisions have been made therefor, and all of the remaining Property has been distributed to the Members, the Manager shall execute and file Articles of Termination, pursuant to Section 29-783 of the Act, with the Arizona Corporation Commission.

11.7 Rights of Members. Except as otherwise provided in this Agreement, the Members shall look solely to the assets of the Company for the return of their Capital Contributions and shall have no right to demand any specific item of Property. If the Company's Property remaining after the payment or discharge of the debts, obligations and liabilities of the Company (including payment of debts or liabilities owed to Members) is insufficient to return the Capital Contributions of each Member, no Member shall have any recourse against the Company or the other Members.

## ARTICLE 12 -- MISCELLANEOUS

12.1 Notices. Any notice, payment, demand or communication to be given pursuant to this Agreement shall be written and deemed given on the date delivered personally to the recipient, or on the third day after deposit by certified mail, postage and charges prepaid, and addressed to the Company at the address set forth in Section 1.3, and the Members at the addresses set forth on Schedule A. Any party may change its address to which notice shall thereafter be given by written notice to the Company and the Members.

12.2 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the Company, and no amendment, modification or alteration of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date of this Agreement and duly adopted by the Members, as provided in this Agreement.

12.3 Governing Law. The laws of Arizona shall govern the validity, construction and interpretation of this Agreement.

12.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, devisees, legal representatives, successors, transferees and assigns.

12.5 Headings. Articles and other headings contained in this Agreement are for reference purposes only.

12.6 Attorneys' Fees. If any action or arbitration, including, but not limited to, an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses of litigation or arbitration from the other party, which amounts shall be in addition to any relief that may be awarded.

12.7 Partition. Each of the Members irrevocably waives any right to maintain an action to partition any Property.

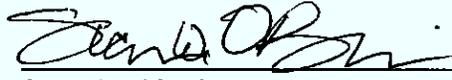
12.8 Good Faith. The doing of any act or the failure to do any act by a Member or Manager shall not subject such Member or Manager or the Company to any liability if such act or failure to act is done in good faith.

12.9 Investment Representations. Each Member acknowledges that the Interests evidenced by this Agreement have not been registered under the Securities Act of 1933, the Arizona Securities Act or any other state securities laws (the "Securities Acts") because the Company is issuing these Interests in reliance upon the exemptions from the registration requirements of the Securities Acts providing for issuance of securities not involving a public offering, and warrants and represents that such Member is acquiring its Interest for such Member's own account for investment and not with a view to the resale or distribution of such Interest. Each Member agrees not to Transfer, or offer to Transfer, any portion of such Member's Interest unless there is an effective registration or other qualification relating thereto under the Securities Acts or unless the holder delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under the Securities Acts is not required in connection with such Transfer or offer. Each Member understands that the Company is under no obligation to register the Interests or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should wish to dispose of its Interest. Prior to acquiring its Interest, each Member has made an investigation of the Company and has had access to all information with respect thereto that such Member has requested to make an informed decision to acquire the Interest. Each Member considers himself or herself to possess experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's investment in the Company.

12.10 Arbitration. Any dispute arising under this Agreement (other than an interim request for equitable relief pending an arbitration) shall be submitted to binding arbitration in Maricopa County, Arizona before a single arbitrator or, if the parties cannot agree upon a single arbitrator, before a panel of three arbitrators, one selected by each party (within 10 days after written notice of a dispute and failure to agree on a single arbitrator) and a third arbitrator appointed by the arbitrators selected by each party. The selection of arbitrators and all arbitration proceedings shall be in accordance with the rules of the American Arbitration Association. Judgment on the award by the arbitrator or arbitrators may be entered in any court having jurisdiction over the parties and the subject matter.

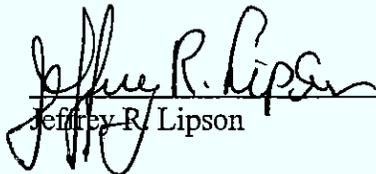
12.11 Execution. Each Member and the Manager has executed this Agreement below as of the Effective Date.

**MANAGER:**

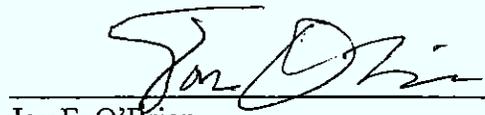
  
Sean W. O'Brien

**MEMBERS:**

  
Sean W. O'Brien

  
Jeffrey R. Lipson

  
Corey D. O'Brien

  
Jov E. O'Brien

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**SCHEDULE A**

**Members'  
Names, Addresses,  
Capital Contributions  
and Percentage Interests**

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Sean W. O'Brien	\$33.33	33-1/3%
Jeffrey R. Lipson	\$33.33	33-1/3%
Corey D. O'Brien	\$29.33	29-1/3%
Jov E. O'Brien	\$ 4.00	4%

\*11 APR 28 11:49 AM 10/24

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

RESTAURANT OPERATION PLAN

LICENSE # 12078740

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

Grill	<i>See Attached National Restaurant Supply Equipment List</i>
Oven	
Freezer	
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	
Other	

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2. Print the name of your restaurant: Carlos O'Brien's Mexican Restaurant

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

4. List the seating capacity for:

a. Restaurant area of your premises 122 Dining  
[ 104 on 2 patios ]

b. Bar area of your premises [ + 59 Bar ]

c. Total area of your premises [ 285 ]

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

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover).  Yes 25 %     No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 75 %

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

8. Does your restaurant contain any games or television?  Yes  No  
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).  
6 Televisions

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

10. Use space below or attach a list of employee positions and their duties to fully staff your business.  
Host - Greet and Seat Guest  
Server - Serve food to tables  
Busser - Clean tables & Set tables serve chips & salsa  
Cook - Cook the food  
Dishwasher - Clean dishes  
Bartender - Make bar drinks & serve food  
To go - Pack all to go orders  
Managers - oversee Restaurant  
Owners - oversee staff

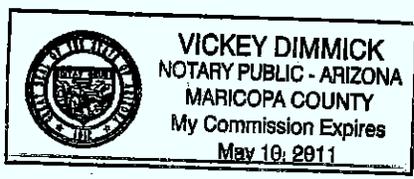
I, Sean William O'Brien, hereby declare that I am the APPLICANT filing this application. I have  
(Print full name)  
read this application and the contents and all statements true, correct and complete.

Sean William O'Brien  
(Signature of APPLICANT)

State of AZ County of Maricopa  
The foregoing instrument was acknowledged before me this  
20 day of April, 2011.  
Day of Month Month Year

My commission expires on: May 10, 2011

Vickey Dimmick  
(Signature of NOTARY PUBLIC)



# NATIONAL RESTAURANT SUPPLY CO. INC.

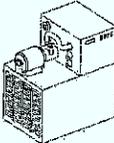
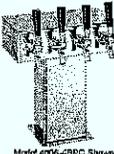
4/12/2011

## Food Service Equipment List

To: Carlos O'Briens  
Avondale, Arizona

From: National Restaurant Supply - AZ  
Mike Slattery  
5010 S 48th St  
Phoenix, AZ 85040  
Phone: (602) 225-2204

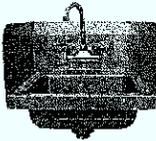
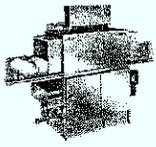
Item	Qty	Description	Sell Each	Sell Total
1	1	ea <b>LIQUOR ROOM SHELVING (NIKEC)</b> Custom Model No. NIKEC Liquor Room Shelving (NIKEC) Equipment Supplied By General Contractor		
2	16	ea <b>DRY STORAGE SHELVING</b> Advance Tabco Model No. EC-2448 Shelving, wire, 24" wide, 48" long, 3 trusses, chrome, NSF		*11 APR 28 Lgr. Lic. RM1024
	4	ea EC-2460 Shelving, wire, 24" wide, 60" long, 3 trusses, chrome, NSF		
	20	ea ECP-74 Post, 74" high, numbered, with adjustable feet, chrome		
3	1	ea <b>BAG-IN-BOX SODA RACK (NIKEC)</b> Custom Model No. NIKEC Bag-In-Box Soda Rack (NIKEC) Equipment Supplied By Vendor		
4	1	ea <b>ICE MAKER, FLAKE-STYLE</b> Manitowoc Model No. RF-0650A Ice Maker, Flake-Style, air-cooled, self-contained condenser, 688-lb production/24-hours, stainless steel finish		
	1	ea 3 year parts warranty		
	1	ea 2 year labor warranty		
	1	ea 5 year parts & 2 year labor warranty on compressor		
	1	ea (-161) 115v/60/1, 13.7 amps, std.		
	1	ea AR-20000 Arctic Pure® Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, and one filter cartridge, 20,000 gallon capacity, 601-1,000 lbs./ice per day		
5	1	ea <b>ICE BIN</b> Manitowoc Model No. B-570 Ice Bin, w/top-hinged front-opening door, approximately 430 lb ice storage capacity, for top-mounted ice maker, stainless steel exterior		
	1	ea 3 year parts & labor warranty		
	1	ea 6" adjustable stainless steel legs, std.		
6	1	ea <b>WALK-IN BEER COOLER</b> Kolpak Model No. CUSTOM FAB Walk-In Beer Cooler		

Item	Qty	Description	Sell Each	Sell Total
		Dimensions: 5'-8"x6'-10"x8'-6.25"; 4" Walls, 4" Ceilings, no floor Interior Wall Finish: 26 GA Embossed Galvalume Interior Ceiling Finish: 26 GA Embossed Galvalume 1x - Standard Door 1x - Light Fixture, Fluorescent 48" 1x - Interior Kickplate - 36" High 1x - Exterior Kickplate - 36" High 1x - Strip Curtain 1x - Viewport, 14x14 (heated frame)		
	1	ea INCLUDED ITEM 11		
7	1	ea <b>COOLER COIL</b> Kolpak Model No. CUSTOM FAB Cooler Coil		
	1	ea INCLUDED ITEM 8		
8	1	ea <b>REFRIGERATION SYSTEM (BEER COOLER)</b> Kolpak Model No. CUSTOM FAB Refrigeration System MODEL PR69MOP208/230-60-1, 3/4HP, Medium Temp, Pre-Assembled Remote, Air Cooled, Hermetic, Indoor OP, Refrigerant R404A Voltage: Condensing Unit (208/230-60-1), Evaporator(115/1) Amps: Condensing Unit 7.8, Evaporator 2.1 Accessories: (1) Unit To Be PC		
	1	ea 5 year compressor warranty		
9	1	ea <b>AIR-COOLED POWER PAK</b> Perlick Corporation Model No. 4404 Air-Cooled Power Pak, Positive Displacement pump, 24-1/4" x 17-1/4" x 25-1/2", 150 ft. max, 10.5A, 1/3HP		
				
	1	ea C22296A-20 Cord Kit, for 4400 Power Pak		
10	1	ea <b>TEE TOWER BEER DISPENSER</b> Perlick Corporation Model No. 4006-6BPC Tee Tower, single base, for beer system, includes (6) 9-1/2" faucets, (black handles not included), polished chrome finish		
				
		<small>Model 4006-6BPC Shows</small>		
11	1	ea <b>WALK-IN COOLER</b> Kolpak Model No. CUSTOM FAB Walk-In Cooler Dimensions: 12'-6"x6'-10"x8'-6.25"; 4" Walls, 4" Ceilings, no floor Interior Wall Finish: 26 GA Embossed Galvalume Interior Ceiling Finish: 26 GA Embossed Galvalume 1x - Standard Door 2x - Light Fixture, Fluorescent 48" 1x - Interior Kickplate - 36" High 1x - Exterior Kickplate - 36" High 1x - Strip Curtain 1x - Viewport, 14x14 (heated frame)		
	1	ea CUSTOM FAB Trim Kit 62x - Closure Panel 1x - 3x3x96 Angle Trim 1x - 6x96 Flat Trim		
12	1	ea <b>COOLER COIL</b> Kolpak Model No. CUSTOM FAB Cooler Coil		
	1	ea INCLUDED ITEM 13		
13	1	ea <b>REFRIGERATION SYSTEM (BEER COOLER)</b> Kolpak Model No. CUSTOM FAB Refrigeration System MODEL PR149MOP208/230-60-3, 1-1/2HP, Medium Temp, Pre-Assembled Remote, Air		

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Item	Qty	Description	Sell Each	Sell Total
	1	ea Cooled, Hermetic, Indoor OP, Refrigerant R404A Voltage: Condensing Unit (208/230-60-3), Evaporator(115/1) Amps: Condensing Unit 8.8, Evaporator 4.2 Accessories: (1) Unit To Be PC 5 year compressor warranty		
14	4	ea <b>COOLER SHELVING</b> Advance Tabco Model No. EG-1824 Shelving, wire, 18" wide, 24" long, 3 trusses, green epoxy coated, NSF		
				
	8	ea EG-1842 Shelving, wire, 18" wide, 42" long, 3 trusses, green epoxy coated, NSF		
	8	ea EG-1854 Shelving, wire, 18" wide, 54" long, 3 trusses, green epoxy coated, NSF		
	4	ea EG-1860 Shelving, wire, 18" wide, 60" long, 3 trusses, green epoxy coated, NSF		
	24	ea EGP-74 Post, 74" high, numbered, with adjustable feet, green epoxy coated		
15	1	ea <b>DUNNAGE RACK, TUBULAR</b> Advance Tabco Model No. DUN-2036-8 Dunnage Rack, square bar, one tier, 20" wide, 36" long, 8" high, aluminum finish, 1500 lb. load capacity (evenly distributed)		
				
16	1	ea <b>WALK-IN "CHILLER" COOLER</b> Kolpak Model No. CUSTOM FAB Walk-In "Chiller" Cooler Dimensions: 6'-2"x6'-10"x8'-6.25"; 4" Walls, 4" Ceilings, no floor Interior Wall Finish: 26 GA Embossed Galvalume Interior Ceiling Finish: 26 GA Embossed Galvalume 1x - Standard Door 1x - Light Fixture, Fluorescent 48" 1x - Interior Kickplate - 36" High 1x - Exterior Kickplate - 36" High 1x - Strip Curtain 1x - Viewport, 14x14 (heated frame)		
	1	ea INCLUDED ITEM 11		
17	1	ea <b>COOLER COIL</b> Kolpak Model No. CUSTOM FAB Cooler Coil		
	1	ea INCLUDED ITEM 8		
18	1	ea <b>REFRIGERATION SYSTEM (BEER COOLER)</b> Kolpak Model No. CUSTOM FAB Refrigeration System MODEL PR299MOP208/230-60-1, 3HP, Medium Temp, Pre-Assembled Remote, Air Cooled, Hermetic, Indoor OP, Refrigerant R404A Voltage: Condensing Unit (208/230-60-1), Evaporator(115/1) Amps: Condensing Unit 21.4, Evaporator 8.4 Accessories: (1) Unit To Be PC 1x - Medium Temp Time Clock (115/1)		
	1	ea 5 year compressor warranty		
19	2	ea <b>UNIVERSAL PAN RACK, MOBILE</b> Advance Tabco Model No. UR10 Universal Pan Rack, full height, open sides, universal stepped angle slides, slides on 6" centers, holds 10 pans, all-welded aluminum construction, front and rear loading, 69-1/4" high, curved top, 5" stem bolted casters		
				
20		Spare No.		Spare

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Item	Qty	Description	Sell Each	Sell Total
21	3	ea <b>SINK, HAND</b> Advance Tabco Model No. 7-PS-EC-SP-X Economy Hand Sink with 7-3/4" side splashes, wall model, 14" wide x 10" front-to-back x 5" deep bowl, stainless steel construction, splash mounted faucet, 1-1/2" basket drain, wall bracket		
				
22	1	ea <b>SHELVING UNIT, PLASTIC</b> Metro Model No. Q526G3 MetroMax Q™ Starter Shelving Unit, 4 shelves, 4 posts, 24" W, 30" L, 63" H, polymer mats have Microban® antimicrobial protection built in, epoxy coat steel frame, shipped unassembled		
				
23	1	ea <b>SINK, THREE (3) COMPARTMENT</b> Advance Tabco Model No. 94-K4-24D Korner Sink, three compartment, (3) 24"x24"x12" bowls, w/24" left & right-hand drainboards, with 8" high splash, s/s open frame base, side crossrails, adjustable metal bullet feet, 16/304 stainless steel, 79"x79" overall		
				
24	1	ea <b>POT RACK, WALL-MOUNTED</b> Advance Tabco Model No. SW-72 Pot Rack, wall-mounted, double bar design, 72" long, with 18 plated double hooks, constructed of 1/4" x 2" stainless steel		
				
25	1	ea <b>DISHTABLE, CLEAN</b> Advance Tabco Model No. DTC-S70-96R Straight-Clean Dishtable, left-to-right, 10-1/2" backsplash, 3" rolled front & side rims, stainless steel legs, with crossrails, 95" long, 16/304 stainless steel		
				
26	1	ea <b>DISHTABLE SORTING SHELF</b> Advance Tabco Model No. DT-6R-13 Sorting Shelf, traditional design, 62" long, holds three racks		
				
27	1	ea <b>TYPE II CONDENSATE HOOD</b> Kesler Mfg. Inc. Model No. CUSTOM FAB Type II Condensate Hood, 5' long x 42" deep, NSF approved		
28	1	ea <b>EXHAUST FAN</b> Kesler Mfg. Inc. Model No. CUSTOM FAB Exhaust Fan, UL Listed		
29	1	ea <b>DISHWASHER, CONVEYOR TYPE</b> American Dish Service Model No. ADC-44 LOW Dishwasher, conveyor type, low temperature/dual sanitizer, 244 racks/hour @ .49 gallon per rack, 3 HP wash, auto-fill, drain pump filter, top mounted controls, dual rinsing system, s/s motor panels, s/s construction, electric tank heat. (must specify voltage) 208 v or 240v, 60a/3ph - recommended optional booster - 70 degree rise J-27 (see options), ENERGY STAR®		
				

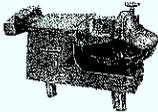
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Item	Qty	Description	Sell Each	Sell Total
	1	ea 208-240v/60a/3ph, std		
	1	ea Equipment Supplied By Vendor		
30		Spare No.		Spare
31	1	ea <b>DISHTABLE, SOILED</b> Advance Tabco Model No. DTS-D70-120L Dishlanding-Soil Dishtable, L-shaped with landing, left-to-right, 10-1/2" backsplash, with pre-rinse sink, stainless steel legs, with crossrails, 119" long, 16/304 stainless steel		
	1	ea K-440 Waste trough, furnished with a 2" deep removable basket		
	10	ft DTA-79 Double Sided Slant Tubular Rack Sorting Shelf, table mounted (minimum 3 ft) (per linear foot)		
32	1	ea <b>PRE-RINSE UNIT</b> Fisher Model No. 13390 Pre-Rinse Assembly, 8" c/c splash-mounted mixing valve, with spring action flexible gooseneck, with spray head (1.15 gallons per minute @ 60 PSI), with wall bracket		
33	1	ea <b>DISPOSER</b> Salvajor Model No. 150-SA-3-MRSS Disposer, with 3-1/2" sink assembly, 1-1/2 Hp motor, start/stop push button manual reversing MRSS control, includes fixed nozzle, vacuum breaker, solenoid valve, sink stopper and flow control, heat treated aluminum alloy housing		
	1	ea 208v/60hz/1-ph, 11.8 amps		
34	1	ea <b>ICE MAKER, CUBE-STYLE</b> Manitowoc Model No. SY-1404A S-Series Ice Maker, cube-style, air-cooled, self-contained condenser, up to 1450-lb approximately/24 hours, stainless steel finish, half-dice size cubes, ENERGY STAR® Qualified		
	1	ea .3 year parts & labor warranty		
	1	ea 5 year parts & labor warranty on evaporator		
	1	ea 5- year parts & 3- year labor warranty on compressor		
	1	ea (-261) 208-230v/60/1ph, 18.3 amps, std.		
	1	ea AR-40000 Arctic Pure® Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, and two filter cartridges, 40,000 gallon capacity, 1,001-2,500 lbs./ice per day		
35	1	ea <b>ICE BIN</b> Kloppenber Company Model No. 1325-SS Ice Storage Bin, Single Door Upright, 60"W, 1471 lb. application storage, w/sliding view windows and lift-up latchable door, s/s front & sides, seamless poly liner, ABS standard top - call for special applications		
	1	ea Limited lifetime warranty, std.		
36	1	ea <b>FLOOR TROUGH</b> Advance Tabco Model No. FTG-1248 Floor Trough, 12"W, 48"L, 4"D, 14 gauge 304 s/s, includes s/s subway grating constructed from 3/16" x 1" bars, removable s/s strainer basket, 4" O.D. waste pipe 3"L, pitched towards waste		

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Item	Qty	Description	Sell Each	Sell Total
37	1	ea <b>MOP SINK</b> Advance Tabco Model No. 9-OP-28 Mop Sink, floor mounted, 28" L-R, 20" F-B, 6" high water level, free flow drain with 2" IPS outlet, stainless steel construction		
				
	1	ea K-240 Service Faucet		
38	1	ea <b>MOP HOLDER</b> Advance Tabco Model No. K-242 Mop Hanger		
				
39	1	ea <b>FOOD MIXER</b> Hobart Model No. HL600-1STD Legacy Planetary Mixer, 2.7 HP, 60-qt., four fixed speeds, gear trans, 50 min. timer, #12 attach hub, power bowl lift, s/s bowl, "B" beater, "D" wire whip, "ED" dough hook, 200-240/50/60/3/1		
				
	1	ea 1-Year parts, labor & travel time during normal working hours w/in the USA		
40	1	ea <b>WORK TABLE, 144" LONG</b> Advance Tabco Model No. KMS-3012 Work Table, 30" wide top, with splash at rear only, 144" long, with adjustable undershelf, s/s frame & shelf, 16 gauge, type 304 stainless steel top, 5" backsplash, s/s bullet feet		
				
	1	ft TA-6 Extra length: 13' overall		
	1	ea TA-22 Square edge table		
	1	ea TA-31 Side splash, 5" high, each		
	2	ft TA-87 Enclose back of splash (per linear foot)		
	1	ea TA-11B-2 Double Sink Welded Into Table Top, 16" X 20" X 12"		
	1	ea K-15 Drain, lever operated with built in overflow, 2" IPS		
	2	ea K-4 Support Bracket, for lever drains on sinks		
41	2	ea <b>OVERSHELF, WALL-MOUNTED</b> Advance Tabco Model No. WS-15-72 Shelf, wall-mounted, stainless steel, 15" overall width, 6 feet long		
				
42	1	ea <b>WORK TABLE, 60" LONG</b> Advance Tabco Model No. KMS-305 Work Table, 30" wide top, with splash at rear only, 60" long, with adjustable undershelf, s/s frame & shelf, 16 gauge, type 304 stainless steel top, 5" backsplash, s/s bullet feet		
				
	1	ea TA-22 Square edge table		

\*11 APR 28 11:49:11C RM1024

Item	Qty	Description	Sell Each	Sell Total
43	1	ea <b>OVERSHELF, WALL-MOUNTED</b> Advance Tabco Model No. WS-15-72 Shelf, wall-mounted, stainless steel, 15" overall width, 6 feet long		
				
44	1	ea <b>FOOD CUTTER, ELECTRIC</b> Hobart Model No. 84145-1 Food Cutter w/#12 attachment hub, 14" diameter s/s bowl 22 rpm, double s/s knives 1725 rpm, bowl cover w/safety interlock, push/pull on/off switch, one-piece burnished aluminum housing, 3" legs, 115/60/1, 1/2 hp, 6' cord w/plug		
				
	1	ea 1-Year parts, labor & travel time during normal working hours		
45	3	ea <b>SHELVING, WIRE</b> Metro Model No. A2472NK3 Super Adjustable Super Erecta® Shelf, wire, 24" W, 72" L, Metroseal 3 (corrosion-resistant) finish, corner release system, with Microban® antimicrobial protection		
				
46	4	ea <b>INGREDIENT BIN</b> Cambro Model No. IBS27148 Ingredient Bin, mobile, 27 gallon capacity, 1-pc seamless polyethylene bin, 2-pc sliding polycarbonate lid, S-hook on front (scoop NOT included), (4) 3" heavy duty casters (2 front swivel, 2 fixed), white with clear cover, NSF		
				
47	1	ea <b>WORK TABLE, 36" LONG</b> Advance Tabco Model No. KMS-303 Work Table, 30" wide top, with splash at rear only, 36" long, with adjustable undershelf, s/s frame & shelf, 16 gauge, type 304 stainless steel top, 5" backsplash, s/s bullet feet		
				
48	1	ea <b>TYPE I EXHAUST HOOD</b> Kesler Mfg. Inc. Model No. CUSTOM FAB Type I Exhaust Hood, 16' long x 48" deep, 16" MUA plenum, UL listed, NSF approved		
49	1	ea <b>WALL FLASHING</b> Kesler Mfg. Inc. Model No. CUSTOM FAB Wall Flashing, 20 ga S/S, 16' long		
50	1	ea <b>EXHAUST FAN</b> Kesler Mfg. Inc. Model No. CUSTOM FAB Exhaust Fan, UL Listed		
51	1	ea <b>MUA UNIT</b> Kesler Mfg. Inc. Model No. CUSTOM FAB MUA Unit, UL Listed		
52	1	ea <b>FIRE SUPPRESSION SYSTEM</b> Kesler Mfg. Inc. Model No. CUSTOM FAB Fire Suppression System, UL 300		

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Item	Qty	Description	Sell Each	Sell Total
53	1	<b>ea FRYER, FLOOR MODEL, GAS, FULL POT</b> Imperial Model No. IFS-75 Fryer, gas, 75 lb. fat capacity, snap action thermostat w/millivolt temperature control circuit, stainless steel frypot, stainless steel front and sides, 175,000 BTU		
	1	ea Limited one year parts and labor warranty, standard		
	1	ea Natural gas		
	1	ea Full size basket		
	1	ea Stainless steel splash, approx. 6", per side		
	1	ea Casters (set of 4)		
	1	ea Portable filter systems, 90 lbs capacity		
	1	ea 120v/60/1-ph, 1/3 hp, filter motor, standard		
54	1	<b>ea KETTLE, GAS</b> Groen Model No. AH/1E-60 Kettle, gas, 60-gallon capacity, 2/3 jacket, 316 s/s liner, s/s insulated body, 2" TDO, 1/4" perforated strainer, #51 counterbalanced actuator cover, faucet bracket, bullet feet, 30 PSI, 145,000BTU		
	1	ea One year limited parts & labor warranty, standard		
	1	ea Natural gas		
	1	ea ELEVO-2000 For elevation between 0 and 2000 (When order is placed, all equipment with elevation specified will be assigned a different Part# by the factory)		
	1	ea 115v/60/1-ph, 5.0 amps, std.		
	1	ea 2" Tangent draw-off (TDO), standard		
	1	ea 019653 Faucet, single pantry with swing spout (T&S B-206 or equal)		
55	1	<b>ea FLOOR TROUGH</b> Advance Tabco Model No. FTG-1236 Floor Trough, 12"W, 36"L, 4"D, 14 gauge 304 s/s, includes s/s subway grating constructed from 3/16" x 1" bars, removable s/s strainer basket, 4" O.D. waste pipe 3"L, pitched towards waste		
56	1	<b>ea GRIDDLE, COUNTER UNIT, GAS</b> Imperial Model No. ITG-60 Griddle, countertop, gas, 1" thick highly polished steel griddle plate, 60"W x 24"D grill area, 3" wide front grease trough, thermostatic controls, s/s front and sides, 4" adjustable legs, 150,000 BTU		
	1	ea Limited one year parts and labor warranty, standard		
	1	ea Natural gas		
	1	ea ITGS-60 Equipment Stand, for ITG-60 Griddle or ITG-60-OB-2 Griddle/Hotplate, open base, 60" wide, 24" high, stainless steel construction		
	1	ea Casters (set of 4), per set		
57	1	<b>ea RANGE, 36" RESTAURANT, GAS</b> Imperial Model No. IR-6 Restaurant Series Range, 36", gas, (6) 28,000 BTU open burners, one 26-1/2" standard oven, stainless front, landing ledge, sides, backguard, and high shelf, 203,000 BTU		
	1	ea Limited one year parts and labor warranty, standard		
	1	ea Natural gas		
	1	ea 6" S/S stub back in lieu of standard backguard		

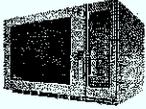
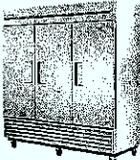
\*11 APR 28 199. Lic. RM1024

Item	Qty	Description	Sell Each	Sell Total
	1	ea Swivel casters (set of 4) two with brakes		
58	1	ea <b>POT FILLER FAUCET</b> Fisher Model No. 5730 Pot Filler Faucet, wall-mounted single valve, double-joint spout, 20", with insulated off-on control valve at outlet, circle style handles, 3/4" inlet, vandal resistant kit		
				
59	1	ea <b>HOLDING CABINET</b> Alto-Shaam Inc. Model No. 1000-UP Halo Heat® Heated Holding Cabinet, mobile, double-compartment, on/off simple control with adjustable thermostats, insulated, capacity slides for (4) 12"x20"x2-1/2" pans, heavy duty 20 gauge stainless steel exterior and interior, 5" HD casters; 2 rigid, 2 swivel with brake, EcoSmart®, Energy Star® rated, cUL, CE		
				
	1	ea 120v/60/1, 16.0amps, 1.9kW, NEMA 5-20P		
	1	ea Doors hinged on right, standard		
	1	ea 1775 Water Reservoir Pan, for 1000-S, 1000-UP, 1200-S & 1200-UP series		
60	1	ea <b>TYPE I EXHAUST HOOD</b> Kesler Mfg. Inc. Model No. CUSTOM FAB Type I Exhaust Hood, 19'-6" long x 48" deep, 16" MUA plenum, UL listed, NSF approved		
61	1	ea <b>WALL FLASHING</b> Kesler Mfg. Inc. Model No. CUSTOM FAB Wall Flashing, 20 ga S/S, 19'-6" long		
62	1	ea <b>EXHAUST FAN</b> Kesler Mfg. Inc. Model No. CUSTOM FAB Exhaust Fan, UL Listed		
63	1	ea <b>MUA UNIT</b> Kesler Mfg. Inc. Model No. CUSTOM FAB MUA Unit, UL Listed		
64	2	ea <b>CONVECTION OVEN, GAS</b> Imperial Model No. ICV-1 Turbo-Flow Convection Oven, gas, 1-deck, manual controls, two speed fan, dual open 60/40 s/s doors w/large window, s/s front, sides, top & legs, 70,000 BTU		
				
	2	ea Limited one year parts and labor warranty, standard		
	2	ea Natural gas		
	2	ea 120/60/1, 9 amp, standard		
	2	ea Heavy duty casters (set of 4)		
65	3	ea <b>FRYER, FLOOR MODEL, GAS, FULL POT</b> Imperial Model No. IFS-40 Fryer, gas, 40 lb. fat capacity, snap action thermostat w/millivolt temperature control circuit, stainless steel frypot, stainless steel front and sides, 105,000 BTU		
				
	3	ea Limited one year parts and labor warranty, standard		
	3	ea Natural gas		
	3	ea Fryer joiner strip, for models IF-40 & IF-50		
	3	ea Casters (set of 4)		
66	2	ea <b>DRAIN CABINET</b> Imperial Model No. IF-DS Fryer Drain Cabinet, open cabinet base, fryer-match design w/top drainer section, 15-1/2" overall width, stainless steel front and sides		

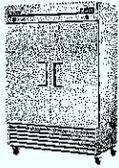
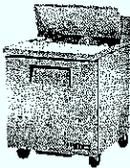
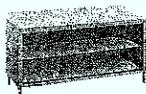
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Item	Qty	Description	Sell Each	Sell Total
	2	ea Fryer heat lamp, for model IF-DS		
	2	ea 120v/60/1-ph for heat lamp		
67	1	ea <b>GRIDDLE, COUNTER UNIT, GAS</b> Imperial Model No. ITG-60 Griddle, countertop, gas, 1" thick highly polished steel griddle plate, 60"W x 24"D grill area, 3" wide front grease trough, thermostatic controls, s/s front and sides, 4" adjustable legs, 150,000 BTU		
				
		ITG-60		
	1	ea Limited one year parts and labor warranty, standard		
	1	ea Natural gas		
	1	ea ITGS-60 Equipment Stand, for ITG-60 Griddle or ITG-60-OB-2 Griddle/Hotplate, open base, 60" wide, 24" high, stainless steel construction		
	1	ea Casters (set of 4), per set		
68	2	ea <b>SERVING COUNTER, HOT FOOD, ELECTRIC</b> Randell Model No. 3514-240 Hot Food Table, electric, 240V, 63"L, 30"D, 36"H, (4) 12"x20" open wells, stationary modular, open shelf base, s/s top & ends, full length 8"D NSF workboard & s/s 7"D plate shelf, 6" adjustable legs		
				
		3514 Serving with Optional Casters		
	2	ea 90-day labor warranty standard		
	2	ea 1 yr. parts warranty standard		
	2	ea LW1 1 yr. labor warranty (NET)		
	2	ea 208V/60/1-ph, 3.46 kw, 16.64amps, NEMA 6-30P, standard (4 x 865 watt elements)		
	8	ea HFHFSPAN4 Spillage Pan, aluminum, for 3500 series units (set of 4)		
69	2	ea <b>REFRIGERATED COUNTER, SANDWICH TOP</b> True Food Service Equipment Model No. TSSU-48-12 Sandwich/Salad Unit, (12) 1/6 size (4"D) poly pans, stainless steel insulated cover, 11-3/4"D cutting board, s/s top/front/sides, aluminum back, (2) full doors, (4) shelves, white aluminum interior with 300 ss floor, 5" castors, 1/3Hp, 115v/60/1-ph, NEMA 5-15P		
				
	2	ea Self-contained refrigeration standard		
	2	ea Warranty - 5 year compressor (self-contained only)		
	2	ea Warranty - 1 year parts and labor		
	2	ea 5" Castors, standard		
70	1	ea <b>WORK TABLE, 24" LONG</b> Advance Tabco Model No. KMS-302 Work Table, 30" wide top, with splash at rear only, 24" long, with adjustable undershelf, s/s frame & shelf, 16 gauge, type 304 stainless steel top, 5" backsplash, s/s bullet feet		
				
71	2	ea <b>SHELF, PASS-THRU</b> Advance Tabco Model No. PA-18-120 Pass-Thru Shelf, 18"W x 120"L, ("L" bracket used for overhang up to 5"), galvanized hat channel, s/s shelf & brackets		
				

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Item	Qty	Description	Sell Each	Sell Total
72	2	ea <b>HEAT LAMP, STRIP TYPE</b> Hatco Model No. GRA-60 Glo-Ray® Infrared Foodwarmer, standard wattage, tubular metal heater rod, single heater rod housing, aluminum construction, 1050 watts		
				
	2	ea 120v/60/1-ph		
	2	ea BLT INF-1 Built-in infinite control (1) Required (remote recommended - remote required with duals), (Not for retrofit)		
73	2	ea <b>MICROWAVE OVEN</b> ACP, Inc. Model No. RFS18MPS Amana® Commercial Microwave Oven, 1800 watts, medium volume, s/s interior & exterior, 10 menu pads with capacity to program 100 menus, 5 power levels, X2 quantity pad, braille touch pads, removable air filter, side hinged door, full 3-yr warranty, 208-240v/60/1-ph, 3000 total watts, 15.3 amps, 5' cord & NEMA 6-20P, UL, NSF, CSA certified		
				
74	1	ea <b>HEAT LAMP, STRIP TYPE</b> Hatco Model No. GRA-54 Glo-Ray® Infrared Foodwarmer, standard wattage, tubular metal heater rod, single heater rod housing, aluminum construction, 925 watts		
				
	1	ea 120v/60/1-ph		
	1	ea BLT INF-1 Built-in infinite control (1) Required (remote recommended - remote required with duals), (Not for retrofit)		
75	2	ea <b>DISH CABINET</b> Advance Tabco Model No. DC-1510 Dish Cabinet, 120" long, 15" wide, 35-1/2" high, 14 ga. s/s top, 18 ga. s/s body, open base with mid-shelf, adjustable s/s bullet feet		
				
	20	ft TA-101 Rear Tray Lock, (per linear foot)		
76	1	ea <b>WORK TABLE, 48" LONG</b> Advance Tabco Model No. KMS-304 Work Table, 30" wide top, with splash at rear only, 48" long, with adjustable undershelf, s/s frame & shelf, 16 gauge, type 304 stainless steel top, 5" backsplash, s/s bullet feet		
				
77	1	ea <b>OVERSHELF, WALL-MOUNTED</b> Advance Tabco Model No. WS-15-48 Shelf, wall-mounted, stainless steel, 15" overall width, 4 feet long		
				
78	1	ea <b>FREEZER, REACH-IN</b> True Food Service Equipment Model No. T-72F Freezer, Reach-in, three-section, -10° F, (9) adjustable PVC wire shelves, stainless steel front & exterior, aluminum ends, back & top, white aluminum interior with stainless steel floor, (3) solid s/s hinged doors with locks, exterior temperature display, interior lights, 4" castors, 1HP, 115v/60/1-ph, NEMA 5-20P, 12.0 amps, Energy Star rated, MADE IN USA		
				

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Item	Qty	Description	Sell Each	Sell Total
	1	ea Self-contained refrigeration standard		
	1	ea 4" Swivel castors, standard (adds 5" to OA height)		
	1	ea Warranty - 5 year compressor (self-contained only)		
	1	ea Warranty - 1 year parts and labor		
	1	ea Left door hinged left, center & right doors hinged right, standard		
79	1	ea <b>REFRIGERATOR/FREEZER, REACH-IN</b> True Food Service Equipment Model No. T-49DT Refrigerator/Freezer, Reach-in, two-section, refrigerator & freezer, (6)shelves, stainless steel front & aluminum ends exterior, white anodized aluminum interior with 300 stainless steel floor, (2)s/s doors with locks, (2) exterior mounted digital temperature monitors, 4" casters, 1/3HP refrigerator, 1/2HP freezer, 115/208-230/60/1-ph, NEMA 14-20P, 16.0 amps, MADE IN USA		
				
	1	ea Self-contained refrigeration standard		
	1	ea 4" Swivel castors, standard (adds 5" to OA height)		
	1	ea Warranty - 5 year compressor (self-contained only)		
	1	ea Warranty - 1 year parts and labor		
	1	ea Left door hinged left, right door hinged right standard		
80	1	ea <b>REFRIGERATED COUNTER, SANDWICH TOP</b> True Food Service Equipment Model No. TSSU-27-8 Sandwich/Salad Unit, (8) 1/6 size (4"D) poly pans, stainless steel insulated cover, 11-3/4"D cutting board, 300 s/s top/front/sides, aluminum back, (1) door, (2) shelves, white aluminum interior with 300 ss floor, 5" castors, 1/5Hp, 115v/60/1-ph, NEMA 5-1		
				
	1	ea Self-contained refrigeration standard		
	1	ea Warranty - 5 year compressor (self-contained only)		
	1	ea Warranty - 1 year parts and labor		
	1	ea 5" Castors, standard		
81	1	ea <b>WORK TABLE, CABINET BASE OPEN FRONT</b> Advance Tabco Model No. EK-SS-305M Work Table, open front cabinet base, 30" wide, 14/304 stainless steel top, 5" backsplash, 60" long, s/s bullet feet, with midshelf		
				
82	2	ea <b>DROP-IN HOT FOOD WELL UNIT, ELECTRIC</b> APW Wyott Model No. SM-50-11 UL Food Warmer, drop-in, electric, 11-quart round pan, wet and dry operation, without drain, stainless steel construction, UL listed		
				
	2	ea 1 yr. parts & labor warranty, std.		
	2	ea 120v/60/1-ph, 800w, 6.7 amps, DIRECT		
83	1	ea <b>OVERSHELF, WALL-MOUNTED</b> Advance Tabco Model No. WS-15-60 Shelf, wall-mounted, stainless steel, 15" overall width, 5 feet long		
				

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Item	Qty	Description	Sell Each	Sell Total
84	1	ea <b>BEVERAGE TABLE</b> Advance Tabco Model No. BEV-30-120L Beverage Table, 120" L, with 14"x16"x12" dp sink on left with faucet 4"OC, urn trough 5"x36" with no splash drain plate, 14 ga 304 type s/s top with no drip counter top edge, 10"x2" back splash, enclosed s/s base with bottom & intermediate undershelves, s/s legs		
				
85	1	ea <b>TEA BREWER</b> Bunn-O-Matic Model No. TB3Q-LP-0100 36700.0100 TB3Q-LP Automatic Low Profile Iced Tea Brewer, 3-gallon capacity, 1680 watt tank heater, 26.7 gallon/hour, single brewer, Quickbrew system, for brewing into TDO-3.5 portable dispensers (sold separately), includes TDO-3.5 dispenser, 120v/60/1-ph, 1780w, 14.8amps, NEMA 5-15P		
				
	1	ea Equipment Supplied By Vendor		
86	1	ea <b>COFFEE GRINDER</b> Bunn-O-Matic Model No. LPG-2E-0000 26800.0000 LPG2E Coffee Grinder, Low Profile, portion control, dual 3lb. hoppers, stainless decor, 120v/60/1-ph, 3amps, NEMA 5-15P		
				
	1	ea Equipment Supplied By Vendor		
87	1	ea <b>COFFEE BREWER FOR GLASS DECANTERS</b> Bunn-O-Matic Model No. CWT15-3-0112 12950.0112 CWT15-3 Coffee Brewer, automatic, with 3 lower warmers, pourover feature, plastic funnel, stainless decor, 120v/60-1, 13.9amp, 1670 watts		
				
	1	ea Equipment Supplied By Vendor		
88	1	ea <b>SODA BEVERAGE POST PRE MIX DRINK DISP</b> Cornelius Model No. CB2323-8-4.5-100 (631100057) Drop-In Soda Dispenser, (8) post-mix UFB valves 2-4 oz w/sanitary lever mounted on s/s tower, 9.75" cup clearance, 23" x 23" 100 lb cap. ice bin, carb/non carb manifold: 5-2-1		
				
	1	ea Equipment Supplied By Vendor		
89	1	ea <b>NACHO CHIP WARMER</b> Texican Specialty Products Model No. TCD-1 "El Primo" Tostada Dispenser, countertop, convection-style air circulation, s/s construction, 44 gallon capacity, 1/4" Lexan loading door, 4" adjustable flange footed legs		
				
	1	ea 120v/60/1ph, 13.6 amps, 8' cord & plug		
	1	ea TSS Portable Stand, 29" x 19" x 32", s/s adjustable shelf, s/s legs, heavy duty galvanized metal upper frame to mount model TCD-1, 4 casters, 2 with brakes, shipped unassembled		
90	1	ea <b>REFRIGERATOR, REACH-IN</b> True Food Service Equipment Model No. T-23G Refrigerator, Reach-in, one-section, (3) shelves, stainless steel front & exterior, aluminum ends, white aluminum interior with stainless steel floor, (1)Low-E glass hinged door with lock, dial thermometer, 4" castors, 1/3 HP, 115v/60/1-ph, NEMA 5-15P, 7.9 amps, (depth does not include 1-3/8" for door handles), MADE IN USA		
				

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Item	Qty	Description	Sell Each	Sell Total
	1	ea Self-contained refrigeration standard		
	1	ea 4" Swivel castors, standard (adds 5" to OA height)		
	1	ea Warranty - 5 year compressor (self-contained only)		
	1	ea Warranty - 1 year parts and labor		
	1	ea 115v/60/1, 7.9 amps, NEMA5-15P, standard		
91		Spare No.		Spare
92		Spare No.		Spare
93	1	ea <b>BANQUET SET-UP TABLE (NIKEC)</b> Custom Model No. NIKEC Banquet Set-Up Table (NIKEC) Equipment Supplied By General Contractor		
94	1	ea <b>FRONT BAR TOP (NIKEC)</b> Custom Model No. NIKEC Front Bar Top (NIKEC) Equipment Supplied By General Contractor		
95	2	ea <b>TRASH RECEPTACLE (NIKEC)</b> Custom Model No. NIKEC Trash Receptacle (NIKEC) Equipment Supplied By Owner		
96	2	ea <b>UNDERBAR BLENDER STATION</b> Krowne Metal Model No. 21-18FT Standard 2100 Series, Modular Add-On Unit, Double Blender, 18" x 21" OA, 5" backsplash, solid stainless steel top with blender step, stainless steel front, four legs		
				
97	2	ea <b>DRINK MIXER</b> Hamilton Beach Model No. HMD200 Drink Mixer, single spindle, for soda fountain and bar use, three speed motor, cup activator switch, 1/3 HP, 120v/60/1-ph, cULus, NSF listed, 1 year warranty		
				
98	2	ea <b>BLENDER, BAR TYPE</b> Hamilton Beach Model No. HBB250SR Rio™ Bar Blender, two speed motor, 32 oz. stainless steel container, hi/low & pulse switches, w/wave-action™ system, s/s blades, 1/2 HP, 120v/60/1-ph, cULus, NSF listed, 2 year warranty		
				
99	2	ea <b>UNDERBAR ICE BIN/COCKTAIL STATION</b> Krowne Metal Model No. 18-36-7 Standard 1800 Series, Ice Bin, 36" x 18-1/2" OA, 12" deep, insulated chest, 4" splash, 115-lbs. ice capacity, 7-circuit cold plate, 1/2" drain, (2) 3-pak removable bottle racks, stainless steel top & front		
				
	2	ea S-36 Standard Series, Speed Rail, 36" single, keyhole, stainless steel		
100	2	ea <b>UNDERBAR DRAIN/WORKBOARD UNIT</b> Krowne Metal Model No. 21-GS24 Standard 2100 Series, Underbar Drainboard, 24" x 21", 5" backsplash, drainboard top with 1" drain, stainless steel top & front		
				

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Item	Qty	Description	Sell Each	Sell Total
101	1	<b>ea REFRIGERATOR, UNDERCOUNTER, REACH-IN</b> True Food Service Equipment Model No. TUC-24 Undercounter Refrigerator, 33-38° F, (2) shelves, s/s top & sides, white aluminum interior with 300 stainless steel floor, (1) s/s door, (2) front leg leveriers & (2) rear recessed castors, front breathing, 1/8 HP, 115v/60/1-ph, 2.5 amps, NEMA 5-15P, Ener		
	1	ea Self-contained refrigeration standard		
	1	ea Warranty - 5 year compressor (self-contained only)		
	1	ea Warranty - 1 year parts and labor		
102	1	<b>ea REFRIGERATOR, GLASS AND PLATE CHILLER</b> True Food Service Equipment Model No. T-36-GC-S Glass/Plate Chiller, 0° F & below, cap: (180) 8" mugs or (172) 10 oz. steins, (3) adjustable PVC coated shelves, s/s counter top & lid, deep well design, galvanized interior, stainless steel exterior, auto defrost, 1/3 HP, 115v/60/1-ph, NEMA 5-15P, 6.8 amps, MADE IN USA		
	1	ea Self-contained refrigeration standard		
	1	ea Warranty - 5 year compressor (self-contained only), please visit www.truemfg.com for specifics		
	1	ea Warranty - 1 year parts and labor, please visit www.truemfg.com for specifics		
	1	ea Frame-railed castors, 2-1/2" diameter		
103	1	<b>ea UNDERBAR HAND SINK UNIT</b> Krowne Metal Model No. 21-18ST Standard 2100 Series, Underbar Hand Sink, 18" x 21" OA, 5" backsplash, 10" x 14" x 6" deep bowl, with 1-1/2" drain, deck mounted faucet, soap & towel dispenser, stainless steel top & front		
104	1	<b>ea UNDERBAR SINK UNITS</b> Krowne Metal Model No. 21-74C Standard 2100 Series, Underbar Four Compartment Sink Unit, 84" x 21" OA., 5" backsplash, 10" x 14" x 10" deep bowls, 1" rear corner drain with overflow pipes, faucet, 18" left & right drainboards, stainless steel top & front, NSF approved		
105	1	<b>ea DISHWASHER, UNDERCOUNTER</b> American Dish Service Model No. ET-AF-M Dishmachine, undercounter type, low temp, chemical sanitizing, 37 racks/hour, 1-1/2 HP pump, 10-1/2" door opening, ergonomically racking, built-in chemical dispensing, 48" flex hose, uses 20" x 20" racks, 115 volt, 20 amp, ENERGY STAR®		
	1	ea Equipment Supplied By Vendor		
106	1	<b>ea REAR SERVICE COUNTER (NIKEC)</b> Custom Model No. NIKEC Rear Service Counter (NIKEC) Equipment Supplied By General Contractor		
107	1	<b>ea REAR BAR COUNTER (NIKEC)</b> Custom Model No. NIKEC Rear Bar Counter (NIKEC) Equipment Supplied By General Contractor		

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Item	Qty	Description	Sell Each	Sell Total
108	2	ea <b>BACKBAR CABINET, REFRIGERATED</b> True Food Service Equipment Model No. TBB-4G-S Back Bar Cooler, three-section, 37" high, (152) 6-packs or (4) keg capacity, (6) shelves, condensing unit on left, s/s top, galvanized interior with 300 stainless steel floor, stainless steel exterior, (3) glass doors with locks, fluorescent interior light, 1/2 HP, 115v/60/1-ph, NEMA 5-15P, 10.7 amps, MADE IN USA		
	2	ea Self-contained refrigeration standard		
	2	ea Warranty - 5 year compressor (self-contained only), please visit <a href="http://www.truemfg.com">www.truemfg.com</a> for specifics		
	2	ea Warranty - 1 year parts and labor, please visit <a href="http://www.truemfg.com">www.truemfg.com</a> for specifics		
	2	ea 881348 2-1/2" Plate Castors, set of 6		
109	1	ea <b>FROZEN DRINK MACHINE, NON-CARBONATED</b> Taylor Co. Model No. 428 Frozen Beverage Freezer, counter model, air-cooled self-contained, single flavor, 20qt. hopper, 7qt. freezing cylinder, indicator lights, automatic consistency control, standby, lighted display, air filter, s/s finish, (1) 3,600 BTU/hr compressor, R404A, 1/2hp motor (Go to the Taylor web site link to locate your distributor for pricing & warranty information)		
	1	ea 115v/60/1ph, 16 amps, NEMA 5-20P		
110	1	ea <b>NACHO CHIP WARMER</b> Texican Specialty Products Model No. CD-45 "Chip Master" Tostada Dispenser, counter top, convection-style air circulation, s/s construction, 22 gallon capacity, 1/4" Lexan loading doors, 2-1/2" adjustable plastic legs		
	1	ea 120v/60/1ph, 7.0 amps, 8' cord & plug		
112	1	ea <b>NACHO CHIP WARMER</b> Texican Specialty Products Model No. CD-45 "Chip Master" Tostada Dispenser, counter top, convection-style air circulation, s/s construction, 22 gallon capacity, 1/4" Lexan loading doors, 2-1/2" adjustable plastic legs		
	1	ea 120v/60/1ph, 7.0 amps, 8' cord & plug		
113	1	ea <b>BEVERAGE TABLE</b> Advance Tabco Model No. BEV-30-72L Beverage Table, 72" L, with 14"x16"x12" dp sink on left with faucet 4"OC, urn trough 5"x36" with no splash drain plate, 14 ga 304 type s/s top with no drip counter top edge, 10"x2" back splash, enclosed s/s base with bottom & intermediate undershelves, s/s legs		
114	1	ea <b>ICE &amp; WATER UNIT, DROP-IN</b> Delfield Model No. 248 Ice & Water Station, Drop-In, single service, insulated ice chest, 45 lb. ice capacity, 31" x 15" x 22-1/2"		

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4/12/2011

Carlos O'Briens

Item	Qty	Description	Sell Each	Sell Total
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115	2	ea <b>OVERSHELF, WALL-MOUNTED</b> Advance Tabco Model No. WS-15-60 Shelf, wall-mounted, stainless steel, 15" overall width, 5 feet long		
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116	1	ea <b>REFRIGERATOR, REACH-IN</b> True Food Service Equipment Model No. T-12 Refrigerator, Reach-in, one-section, (3) shelves, stainless steel front & exterior, aluminum ends, white aluminum interior with stainless steel floor, (1) hinged solid door, leg levelers, 1/5 HP, 115v/60/1-ph, NEMA 5-15P, 4.9 amps, (height of model does not include 1/8" for door hinge), MADE IN USA		
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- 1 ea Self-contained refrigeration standard
- 1 ea Swivel castors, set of 4, 2-1/2" dia.(adds 3-1/4" to OA height)
- 1 ea Warranty - 5 year compressor (self-contained only)
- 1 ea Warranty - 1 year parts and labor

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ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

**RECORDS REQUIRED FOR AUDIT**

**SERIES 11 (HOTEL/MOTELW/RESTAURANT AND SERIES 12 (RESTAURANT)**

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

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of *all* food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, *accurate* inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
  - A. Sales Journals/Monthly Sales Schedules
    - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
    - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
    - 3) Dated Guest Checks
    - 4) Coupons/Specials/Discounts
    - 5) Any other evidence to support income from food and liquor sales
  - B. Cash Receipts/Disbursement Journals
    - 1) Daily Bank Deposit Slips
    - 2) Bank Statements and canceled checks
11. Tax Records
  - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
  - B. Income Tax Return - city, state and federal (copies)
  - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
  - A. Copies of all reports required by the State and Federal Government

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- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages
- 13. Off-site Catering Records (must be complete and separate from restaurant records)
  - A. All documents which support the income derived from the sale of food off the license premises.
  - B. All documents which support purchases made for food to be sold off the licensed premises.
  - C. All coupons/specials/discounts

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

**REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

**A.R.S. §4-210(A)7**

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

**A.R.S. §4-205.02(G)**

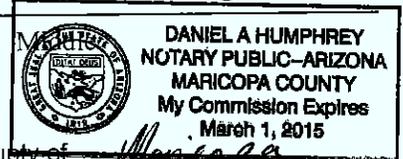
For the purpose of this section:

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

I, (print licensee name):

O'Brien                      Sean                      William  
 Last                                      First

have read and fully understand all aspects of this statement.



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

X [Signature]                      20 day of April, 2011  
 (Signature of Licensee)                      Day                      Month                      Year

My commission Expires on: 1 March 2011                      [Signature]  
 Day                      Month                      Year                      (Signature of NOTARY PUBLIC)

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

11 APR 2011 10:05

\*11 APR 28 119. Lic. #M1025

## Children's Corner

### Your Choice:

- Chicken Fingers
  - Kid's Cheeseburger
  - Minti Tacos - Chicken or Beef
  - Minti Chimichangas - Chicken or Beef
  - Kid's Bean Burrito
  - Grilled Cheese
- Includes Drink, Rice And Beans or Fries \$5.95  
Dine In Only - 12 And Under Only

## Lunch Specials

Monday thru Friday 11:00 AM to 5:00 PM  
Saturday and Sunday and All Holidays 11:00 AM to 5:00 PM

- A. Cheese Enchilada and a Shredded Beef Taco  
Served with Rice or Beans \$9.50
- B. Chile Relleno  
Served with Rice or Beans \$7.50
- C. Shredded Beef or Chicken Chimichanga  
Topped with Green Sauce and Sour Cream \$7.50
- D. Sour Cream Beef or Chicken Enchilada  
Shredded on chicken beef, topped with green sauce \$7.95
- E. Burro, Echlada Style  
Rip on green sauce and cheese, and \$1.50 for chicken on top \$4.95
- F. Red or Green Tamales  
Topped with Manchero Sauce and Chile Cheese \$6.50
- G. Chicken or Beef Paleta  
Topped with Guacamole, Tomatoes, Cheese and Onions, Served with Rice or Beans \$7.50
- H. Fish, Chicken or Beef Taco  
Served with Rice or Beans \$6.95
- I. Chicken Caesar Salad  
Grilled chicken and bell peppers tossed with romaine lettuce, cucumbers and vandy  
caesar dressing \$8.50
- J. Burrito Grande  
Eggs, beef or chicken, peppers, onions, rice, beans, sour cream, pico de gallo and  
cheese wrapped in a flour tortilla \$7.95
- K. Rice Bowl  
Mexican rice topped with and burrito beans, tortilla available upon request \$7.95
- L. Pollo Fundido  
A lunch size cold panadero served with rice or beans \$6.95

## Beverages

- Tea
  - Bottled Water
  - Hot Chocolate
  - Coffee or Hot Tea
  - Milk
  - Soft Drinks
- Peris, Ben Peris, Sierra Mist, Diet Peris, Root Beer, Raspberry Tea, Pink Lemonade \$1.95

## Desserts

- Gallita Grande
- Fried Ice Cream
- Homemade Chocolate Swirl Cheesecake
- Apple Pie Chimis
- Sonapilla with Honey
- Vanilla Ice Cream
- Tan
- Fruit Smoothies

Includes fries \$8.95  
Extras 1.00 - Guacamole, Cheese and Chiles, Pico de Gallo

From aaron Gonzalez Our Cone topped with two scoops of Ice Cream, Whip Cream  
And Chocolate and Caramel. Double \$8.95 Single \$4.95

A scoop of Vanilla Ice Cream topped in Bean, Fries and Guacamole, Salsa, Hot Sauce  
and topped with Strawberries, Chocolate or Hot Honey and Whipped Cream \$4.95

A Sweet Pie or Apples rolled in a Flour Tortilla and deep fried with Golden Brown,  
topped with Cinnamon Sugar, Whipped Cream and Vanilla Ice Cream \$3.95

Sweet Cinnamon Pastry served with Honey \$3.95

Mexican Caramel Topped with Whipped Cream \$4.95

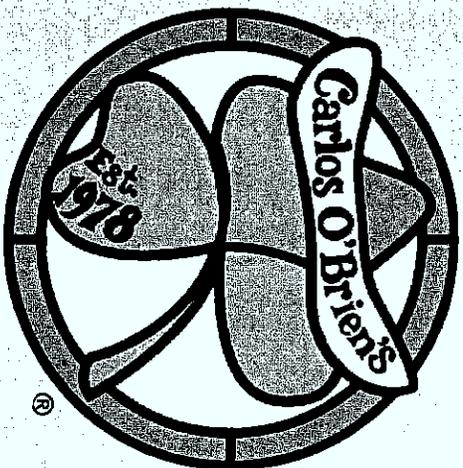
Chocolate, Strawberry, Banana, Raspberry, Coconut, Peach \$3.95

We are happy to accommodate our customers requests whenever possible. However,  
we are required by the new FDA food code to inform you that consuming raw or  
undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne  
illness. Additional information is available upon request.

We cook and fry our food with 8 tanks of vegetable oil and use no MSG.  
Please see check for table. Quantity added to varieties of pane on table.

1133 E. Northern Ave. • Phoenix, Arizona • (602) 274-5881 • (602) 274-5883  
7711 East Bell Road • Scottsdale, Arizona • (480) 367-0429 • (480) 367-8984

### Locations:



# CARLOS O'BRIEN'S

## Mexican Restaurant

Full Service Catering Available

www.carlosobriens.com

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 # 12078740

(If the location is currently licensed)

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

2. Name: O'BRIEN DEAN WILLIAM Date of Birth: [REDACTED] (NOT a Public Record)

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

4. Place of Birth: PITTSBURGH PA USA Height: 5'11" Weight: 170 Eyes: BLUE Hair: BROWN

5. Marital Status: [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: O'BRIEN ELLEN L UPEN Date of Birth: [REDACTED] (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: [REDACTED]

8. Telephone number to contact you during business hours for any questions regarding this document. 602 274 5881

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: CARLOS O'BRIEN'S MEXICAN RESTAURANT Premises Phone: 480 367-0651

11. Physical Location of Licensed Premises Address: 765 N. 14TH AVE AVONDALE MARICOPA 85323

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: 1978, CURRENT, OWNER/MGR, CARLOS O'BRIEN'S RESTAURANT 1133 E. NORTHEAN PHOENIX AZ 85020

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

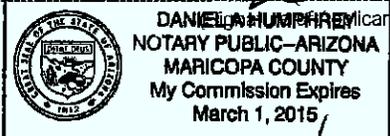
Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: JAN 1970, CURRENT, Own, [REDACTED], [REDACTED], [REDACTED]

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and answer #14a below.  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, SEAN WILLIAM O'BRIEN, 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.

Daniel Humphreys  
  
 My commission expires on: 1 March 2015  
 Day Month Year

State of Arizona County of Maricopa  
 The foregoing instrument was acknowledged before me this 20 day of April, 2011  
 Month Year  
[Signature]  
 (Signature of NOTARY PUBLIC)

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

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

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

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

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

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

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

2011



STATE OF ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ANNUAL RENEWAL OF SPIRITUOUS LIQUOR LICENSE

RC110285

SEAN WILLIAM O'BRIEN CARLOS O'BRIEN'S MANAGEMENT LLC CARLOS O'BRIEN'S MEXICAN RESTAURANT 7111 E BELL RD SCOTTSDALE AZ 85254

LICENSES EXPIRE ON MARCH 31, 2011

RENEWALS MUST BE POSTMARKED NO LATER THAN THE EXPIRATION DATE. A \$150 PENALTY WILL BE CHARGED FOR LATE FILING.

THE FEES ALLOWED UNDER A.R.S. 5 44-6853 WILL BE CHARGED FOR ALL DISHONORED CHECKS.

A. TYPE OF OWNERSHIP: Section A must be completed even if there are no changes. Please check 'New' box if applicable.

Corporation/L.L.C./Club: Attach additional sheet if necessary.

AZ Corporation Commission file number (if applicable): #L-0839477-0

Table with columns: New, Title, Last, First, Middle, Mailing Address, City, State, Zip. Contains entries for MGR O'Brien Sean W., PARTNER Lipson Jeff R., and PARTNER O'Brien Corey D.

Percentage of Ownership: PERCENTAGE MUST EQUAL 100%. Attach additional sheet if necessary.

Table with columns: New, Last, First, Middle, Mailing Address, City, State, Zip, Ownership. Includes a diagonal line and the word 'ABOVE' written across the table.

Partnership: Please indicate if General or Limited partner. PERCENTAGE MUST EQUAL 100%.

Table with columns: New, G/L, Last, First, Middle, Mailing Address, City, State, Zip, Ownership. Contains empty rows for partnership information.

RENEWLET 4/15/2009

5-24-2011 [Signature] 800 WEST WASHINGTON • FIFTH FLOOR • PHOENIX, ARIZONA 85007 • (602) 542-5141 • FAX (602) 542-5707 WEBSITE: WWW.AZLIQUOR.GOV

5-24-2011 [Signature]

Print Form

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

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

REBECCA JOY HINIKER  
Full Name (please print)  
*Rebecca Joy Hiniker*  
Signature

APRIL 26, 2011  
Training Completion Date

Type of Training Completed (check Yes or No)

- Yes  No BASIC
- Yes  No MANAGEMENT
- Yes  No BOTH
- Yes  No ON SALE
- Yes  No OFF SALE
- Yes  No OTHER

APRIL 25, 2014 (B) 2016 (M)  
Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)  
(BASIC - 3 years from completion date)

*Sean William O'Brien* Name of Licensee  
*Carbs O'Brien's Mexican Restaurant* Business Name  
Liquor License #

Alcohol Training Program Provider Information

SCOTTSDALE COMMUNITY COLLEGE #11201  
Company or Individual Name (please print)  
9000 E. CHAPARRAL ROAD  
Address  
SCOTTSDALE AZ 85258  
City State Zip  
(480 ) 423 6322  
Daytime Contact Phone #

\*11 APR 28 11:41 AM '11  
AZ LIQ. LIC. #1101015

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

GARY WARD

*Gary Ward* Name of Trainer (please print)  
APRIL 26, 2011  
Trainer Signature Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:  
Owner(s)  
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
**ALCOHOLIC BEVERAGE LICENSE**  
AND CONTROL

License 12073977

Issue Date: 10/13/1998

Expiration Date: 3/31/2012

Issued To:

SEAN WILLIAM O'BRIEN, Agent  
CARLOS O'BRIEN'S MANAGEMENT LLC, Owner

Location:

CARLOS O'BRIEN'S MEXICAN RESTAURANT  
7111 E BELL RD  
SCOTTSDALE, AZ 85254

Restaurant

Mailing Address:

SEAN WILLIAM O'BRIEN  
CARLOS O'BRIEN'S MANAGEMENT LLC  
CARLOS O'BRIEN'S MEXICAN RESTAURANT  
1133 E NORTHERN AVE  
PHOENIX, AZ 85020



**EXP 3/31/2012**

POST THIS LICENSE IN A CONSPICUOUS PLACE

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 #

12078740

(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  
Controlling Person or Agent must complete # 21

2. Name: LIPSON JEFFREY ROY Date of Birth: [Redacted]  
Last Middle (Last of first name)

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

4. Place of Birth: NEW YORK, NY USA Height: 5'10" Weight: 188 Eyes: BLU Hair: BRN  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: \_\_\_\_\_

6. Name of Current or Most Recent Spouse: LIPSON MAUREEN DIANE Date of Birth: [Redacted]  
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document: \_\_\_\_\_

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: CARLOS O'BRIEN'S MEXICAN RESTAURANT Premises Phone: 602-274-5881

11. Physical Location of Licensed Premises Address: 765 N. 119th Ave Avondale Maricopa 8532  
Street Address (Do not use PO Box #) (119th) 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)
1980	CURRENT	OWNER/MANAGER	CARLOS O'BRIEN'S 1133E NORTHERN PKW 85020

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
1998	CURRENT					

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

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

LIC# 12073977

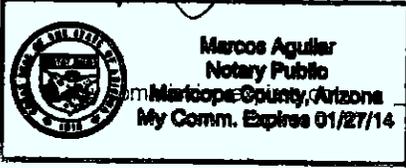
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved, and dispositions.  
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, JEFFREY ROY LIPSON, 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 Jeffrey Roy Lipson  
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this  
20 day of April, 2011  
Month Year



1-27-14  
Day Month Year

[Signature]  
(Signature of NOTARY PUBLIC)

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

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

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

The foregoing instrument was acknowledged before me this

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

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

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

2011



STATE OF ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ANNUAL RENEWAL OF SPIRITUOUS LIQUOR LICENSE

RC110285

SEAN WILLIAM O'BRIEN CARLOS O'BRIEN'S MANAGEMENT LLC CARLOS O'BRIEN'S MEXICAN RESTAURANT 7111 E BELL RD SCOTTSDALE AZ 85254

LICENSES EXPIRE ON MARCH 31, 2011

RENEWALS MUST BE POSTMARKED NO LATER THAN THE EXPIRATION DATE. A \$150 PENALTY WILL BE CHARGED FOR LATE FILING.

THE FEES ALLOWED UNDER A.R.S. 5 44-6853 WILL BE CHARGED FOR ALL DISHONORED CHECKS.

A. TYPE OF OWNERSHIP: Section A must be completed even if there are no changes. Please check 'New' box if applicable.

Corporation/L.L.C./Club: Attach additional sheet if necessary.

AZ Corporation Commission file number (if applicable): #L-0839477-0

Table with columns: New, Title, Last, First, Middle, Mailing Address, City, State, Zip. Contains entries for MGR O'Brien Sean W., PARTNER Lipson Jeff R., and PARTNER O'Brien Corey D.

Percentage of Ownership: PERCENTAGE MUST EQUAL 100%. Attach additional sheet if necessary.

Table with columns: New, Last, First, Middle, Mailing Address, City, State, Zip, Ownership. Includes a diagonal line and the word 'ABOVE' written across the table.

Partnership: Please indicate if General or Limited partner. PERCENTAGE MUST EQUAL 100%.

Table with columns: New, G/L, Last, First, Middle, Mailing Address, City, State, Zip, Ownership. Contains empty rows for partnership information.

RENEWLET 4/15/2009

5-24-2011 [Signature] 800 WEST WASHINGTON • FIFTH FLOOR • PHOENIX, ARIZONA 85007 • (602) 542-5141 • FAX (602) 542-5707 WEBSITE: WWW.AZLIQUOR.GOV

5-24-2011 [Signature]

Question 19.

I am  $\frac{1}{3}$  owner and a manager  
of Carlos O'Briens Scottsdale Liquor  
License # 12073977 located at  
7111 E Bell rd. Scottsdale, AZ. 85254

11 APR 28 149. LIC. RM1026

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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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.

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

Liquor License # 12078740
(If the location is currently licensed)

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

2. Name: O'Brien Corey Dylan Date of Birth: [Redacted]

3. Social Security Number: [Redacted] Drivers License #: [Redacted] State: Arizona

4. Place of Birth: Phoenix Az U.S.A. Height: 6'0 Weight: 190 Eyes: Brn Hair: Brn

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: [Redacted]

6. Name of Current or Most Recent Spouse: O'Brien Rebecca Lee Smith Date of Birth: [Redacted]

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: [Redacted]

8. Telephone number to contact you during business hours for any questions regarding this document. 480 367-0469

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: Carlos O'Briens Mexican Restaurant Premises Phone: 480 367-0469

11. Physical Location of Licensed Premises Address: 765 N. 114th Avenue Avondale Maricopa 85323

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: 8/98, CURRENT, Owner/Manager, Carlos O'Briens 7111 E Bell Rd Scottsdale Az 85254

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: 2/2011, CURRENT, [Redacted], [Redacted], [Redacted], [Redacted], [Redacted]

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

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

LC# 12073977

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**

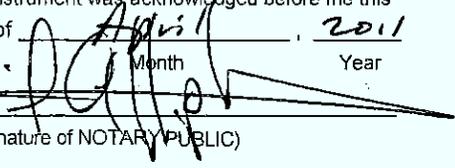
20. I, Corey Dymond Brien, hereby declare that I am the APPLICANT/REPRESENTATIVE filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.  
(print full name of Applicant)

X   
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 20 day of April, 2011  
Month Year

My commission expires on March 1, 2015  
21 20 April 2011  
Day Month Year  
**DANIEL A HUMPHREY**  
**NOTARY PUBLIC-ARIZONA**  
**MARICOPA COUNTY**  
**My Commission Expires**  
**March 1, 2015**

  
(Signature of NOTARY PUBLIC)

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

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

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

The foregoing instrument was acknowledged before me this

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

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

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

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

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



2011

STATE OF ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ANNUAL RENEWAL OF SPIRITUOUS LIQUOR LICENSE

RC110285

SEAN WILLIAM O'BRIEN
CARLOS O'BRIEN'S MANAGEMENT LLC
CARLOS O'BRIEN'S MEXICAN RESTAURANT
7111 E BELL RD
SCOTTSDALE AZ 85254

LICENSES EXPIRE ON MARCH 31, 2011

RENEWALS MUST BE POSTMARKED NO LATER THAN THE EXPIRATION DATE. A \$150 PENALTY WILL BE CHARGED FOR LATE FILING.

THE FEES ALLOWED UNDER A.R.S. § 44-6853 WILL BE CHARGED FOR ALL DISHONORED CHECKS.

A. TYPE OF OWNERSHIP: Section A must be completed even if there are no changes. Please check 'New' box if applicable.

Corporation/L.L.C./Club: Attach additional sheet if necessary.

AZ Corporation Commission file number (if applicable): #L-0839477-0

Table with columns: New, Title, Last, First, Middle, Mailing Address, City, State, Zip. Contains entries for MGR O'BRIEN SEAN W., PARTNER LIPSON JEFF R., and PARTNER O'BRIEN COREY D.

Percentage of Ownership: PERCENTAGE MUST EQUAL 100%. Attach additional sheet if necessary.

Table with columns: New, Last, First, Middle, Mailing Address, City, State, Zip, Owners. Includes a large diagonal line and the word 'ABOVE' written across the table.

Partnership: Please indicate if General or Limited partner. PERCENTAGE MUST EQUAL 100%.

Table with columns: New, G/L, Last, First, Middle, Mailing Address, City, State, Zip, Ownership. Includes checkboxes for General or Limited partner.

RENEWL ET # 15/2009

5/24/2011 [Signature]

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 #

12078470

(If the location is currently licensed)

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

2. Name: Hiniker Rebecca Last, Hiniker Rebecca First, Middle, Maiden. Date of Birth: [Redacted]

3. Social Security Number: [Redacted] Drivers License #: [Redacted] State: Arizona

4. Place of Birth: Phoenix Arizona USA City, State, Country. Height: 5'8 Weight: 170 Eyes: Blu Hair: Rd

5. Marital Status: [X] Married [ ] Single [ ] Divorced [ ] Widowed Daytime Contact Phone: [Redacted]

6. Name of Current or Most Recent Spouse: Hiniker Andrew John Last, First, Middle, Maiden. Date of Birth: [Redacted]

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: [Redacted]

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

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: Carlos OBriens Mexican Restaurant Premises Phone: 602-974-5881 Phx

11. Physical Location of Licensed Premises Address: 765 N 114th Ave. Avondale Az 85323 Street Address, City, County, Zip

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Rows include General Manager at Carlos OBriens Mexican Restaurant and Realtor at Realty One Group.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row includes Nov 06 CURRENT residence.

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

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

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

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

x [Signature]  
(Signature of Applicant)

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this 20th day of April, 2011  
Month Year

My commission expires on: March Day 7 Year 2014  
NERI CORRAL  
Notary Public - Arizona  
Maricopa County  
My Commission Expires  
March 7, 2014

[Signature]  
(Signature of NOTARY PUBLIC)

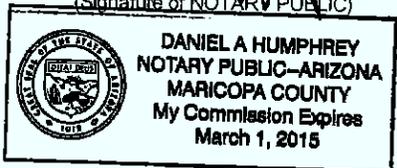
**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

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

x [Signature]  
Signature of Controlling Person or Agent (circle one)  
SEAN O'BRIEN  
Print Name

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this 20 day of April, 2011  
Month Year  
[Signature]  
(Signature of NOTARY PUBLIC)

My commission expires on: 1 Day March Month 2015 Year



11 APR 28 10:17 AM '11 LIC. M10105



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

**APPLICANT'S NAME: SEAN WILLIAM O'BRIEN**

**BUSINESS NAME: CARLOS O'BRIEN'S MEXICAN RESTAURANT**

**ADDRESS: 765 N. 114<sup>TH</sup> AVENUE**

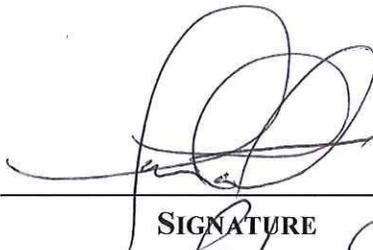
**CITY: AVONDALE**

**STATE: AZ**

**ZIP CODE: 85323**

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 6, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 18, 2011**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

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**APPLICANT'S NAME:** SEAN WILLIAM O'BRIEN

**BUSINESS NAME:** CARLOS O'BRIEN'S MEXICAN RESTAURANT

**ADDRESS:** 765 N. 114<sup>TH</sup> AVENUE

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

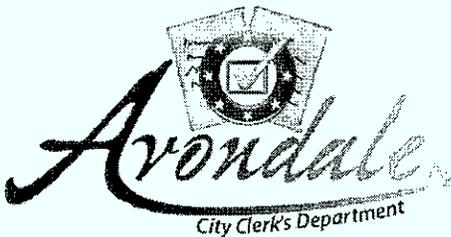
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

*Jose G. Gomez*  
\_\_\_\_\_  
SIGNATURE  
*Fire Inspector*  
\_\_\_\_\_  
TITLE

*5/19/11*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 6, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 18, 2011**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

**APPLICANT'S NAME:** SEAN WILLIAM O'BRIEN

**BUSINESS NAME:** CARLOS O'BRIEN'S MEXICAN RESTAURANT

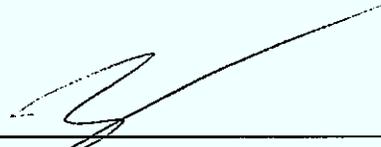
**ADDRESS:** 765 N. 114<sup>TH</sup> AVENUE

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

**DEPARTMENTAL COMMENTS:**

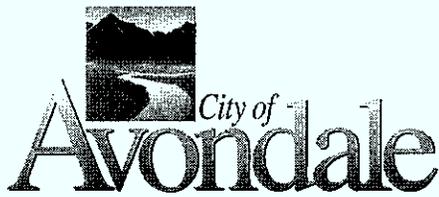
APPROVED

DENIED

  
\_\_\_\_\_  
SIGNATURE  
Zoning Specialist  
\_\_\_\_\_  
TITLE

5/17/11  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 6, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 18, 2011**



## DEVELOPMENT SERVICES

### MEMORANDUM

---

**DATE:** May 17, 2011

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist

**SUBJECT:** Series 12 Restaurant Liquor License for Carlos O'Brien's  
775 N 114<sup>th</sup> Avenue, Avondale, AZ 85323

The proposed location is north of the northeast corner of Avondale Boulevard and Van Buren Street. The building is existing.

The General Plan designates the property as City Center.

The current zoning is City Center District.

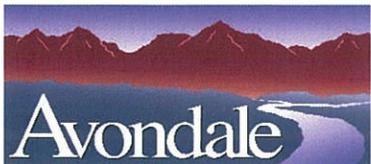
Series 12 liquor licenses are exempt from all separation requirements from churches, schools, or fenced school recreational areas.

There are no zoning or separation issues with this application.

Attachment: Zoning Vicinity Map  
2010 Aerial Photograph

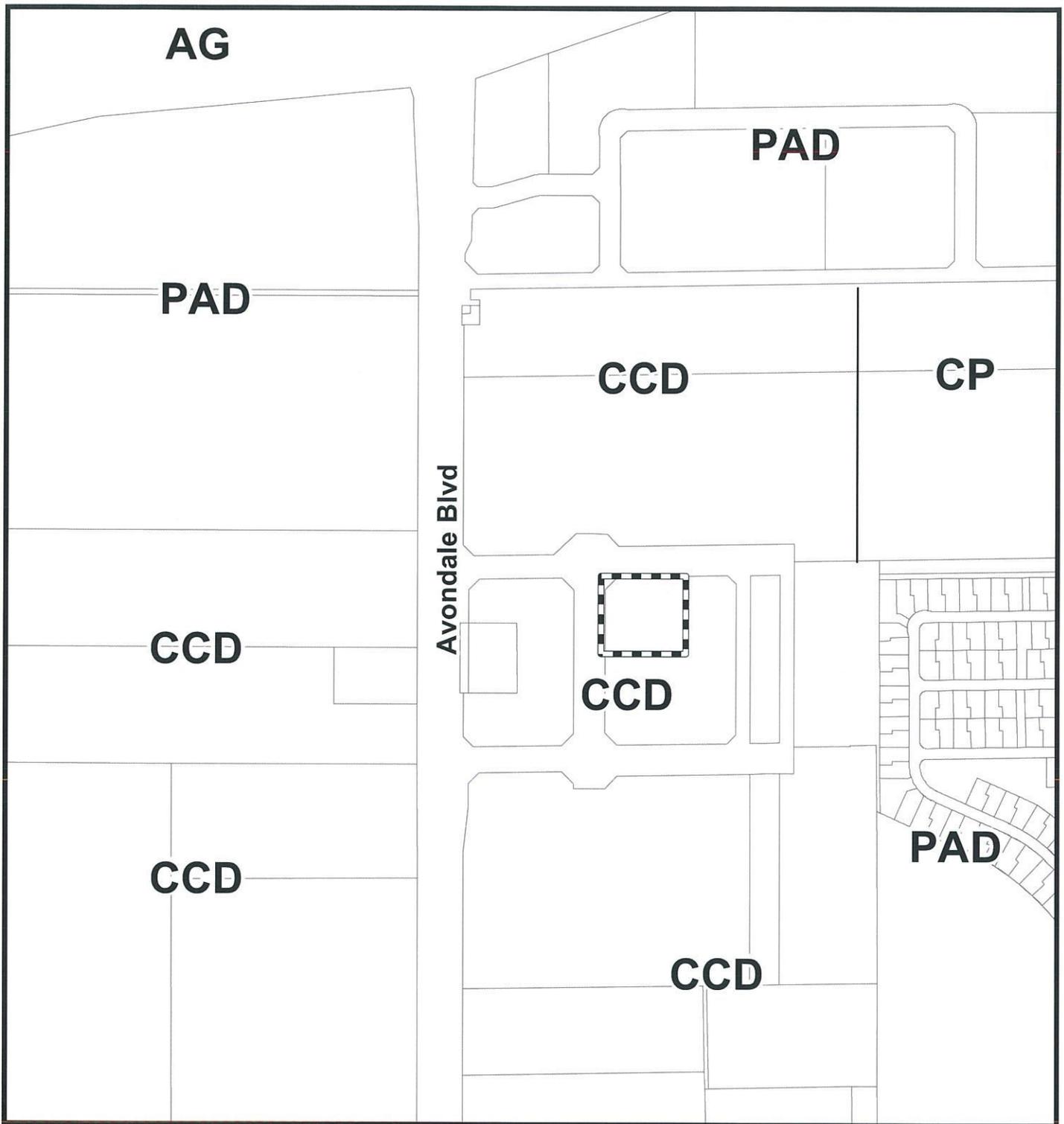


## 2010 AERIAL MAP

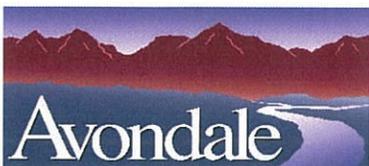


Subject Property





## ZONING MAP



Subject Property





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

**APPLICANT'S NAME: SEAN WILLIAM O'BRIEN**

**BUSINESS NAME: CARLOS O'BRIEN'S MEXICAN RESTAURANT**

**ADDRESS: 765 N. 114<sup>TH</sup> AVENUE**

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

Lesal D. Green      5/11/11  
SIGNATURE      DATE  
Privilege Tax Auditor  
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 6, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 18, 2011**

# NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES  
DATE POSTED: MAY 12, 2011

A HEARING ON A LIQUOR LICENSE APPLICATION  
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE  
DATE: MONDAY, JUNE 6, 2011  
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,  
TO VERIFY CALL: 623-333-1200)

**\*\*SERIES 12: RESTAURANT LICENSE TO SELL  
ALL SPIRITUOUS LIQUORS\*\***

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD  
WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR  
BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL  
GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY  
WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING  
TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES  
BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

**Carlos O'Brien's Mexican Restaurant**  
765 N. 114th Avenue  
Avondale, AZ. 85323

THIS APPLICATION, CONTACT STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH  
FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT. (602) 542-9789  
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE  
CITY CLERK AT: 623-333-1200.

RECEIVED MAY 9 2011

Arizona Department of Liquor Licenses and Control  
800 West Washington, 5th Floor  
Phoenix, Arizona 85007  
www.azliquor.gov  
602-542-9789

APPLICATION FOR LIQUOR LICENSE  
TYPE OR PRINT WITH BLACK INK

SECTION 1: Type of License & Fee  
SECTION 2: Type of Beverage  
SECTION 3: Type of Beverage  
SECTION 4: Name  
SECTION 5: Signature

Application Fee and Interim Permit Fee (if applicable) are not refundable.

SECTION 4: Name  
1. Licensee Name: O'Brien, Carlos  
2. City/Parish/Town: Avondale, AZ  
3. Business Name: Carlos O'Brien's Mexican Restaurant  
4. Business Address: 765 N. 114th Avenue, Avondale, AZ 85323  
5. Business Phone: 602-734-5281  
6. State of Residence: Arizona  
7. State of Business: Arizona

SECTION 5: Signature  
Signature: Carlos O'Brien  
Title: Manager

SECTION 6: Date  
Date: 05-12-2011

05.12.2011 14:24

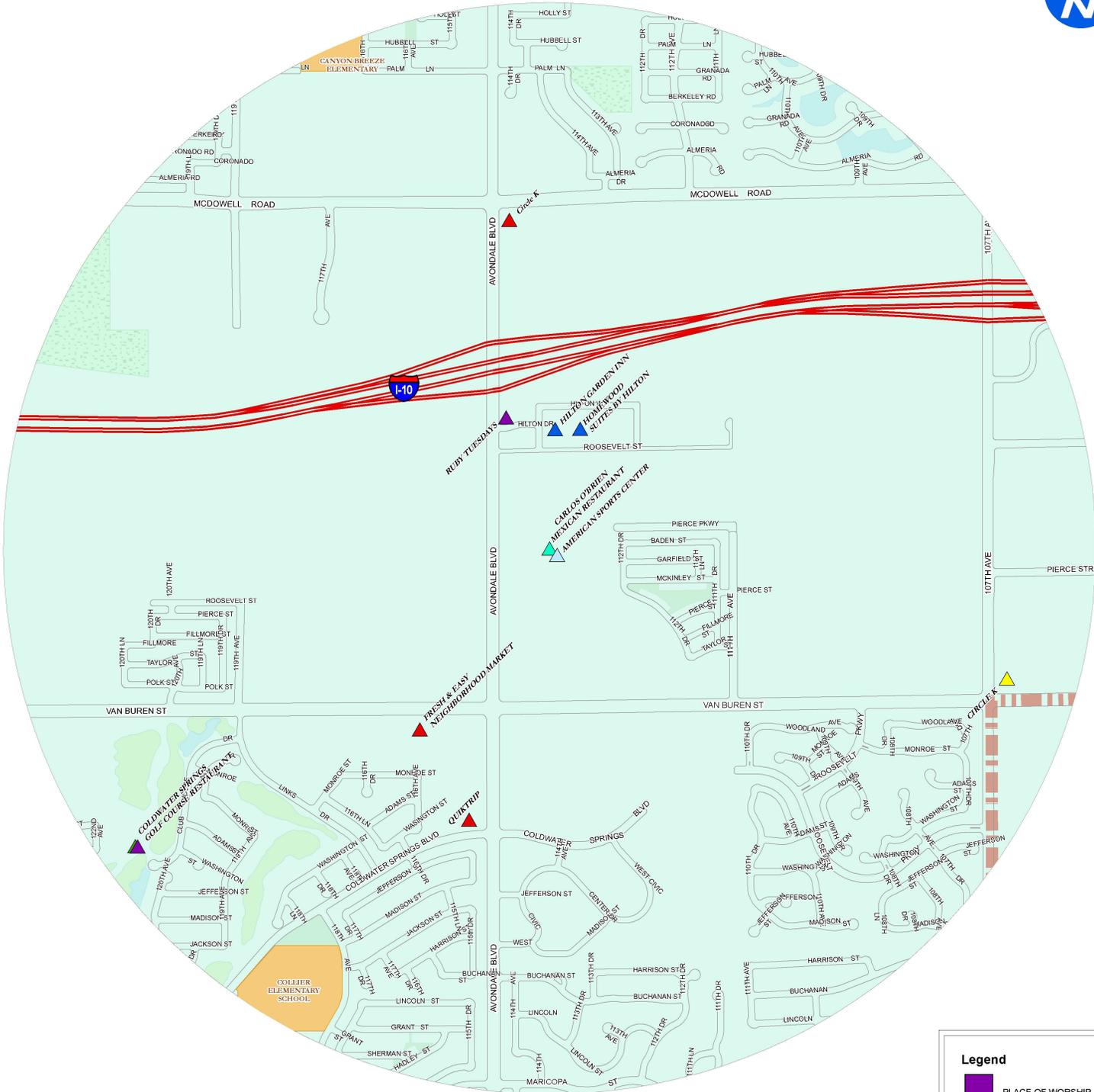
765

101

100

05.12.2011 14:26





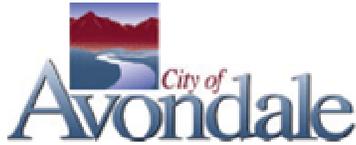
**Carlos O'Brien's  
Mexican Restaurant  
765 N 114th Ave  
1 Mile Buffer**



Avondale GIS Division of Public Works

**Legend**

- PLACE OF WORSHIP
- LIQUOR SERIES
  - SERIES 5
  - SERIES 6
  - SERIES 7
  - SERIES 9
  - SERIES 10
  - SERIES 12
  - SERIES 14
  - SERIES 15
  - SERIES 16
- SCHOOLS



# CITY COUNCIL REPORT

**SUBJECT:**

Liquor License Series 12 (Restaurant) - Palermo's  
Pizza

**MEETING DATE:**

June 6, 2011

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

**PURPOSE:**

Staff is recommending approval of a request from Mr. Nuredin Tabaku for approval of a Series 12 Restaurant License application to sell all spirituous liquors at Palermo's Pizza located at 11107 W Buckeye Road in Avondale.

**DISCUSSION:**

The City Clerk's Department has received an application from Mr. Nuredin Tabaku for a Series 12 Restaurant License to sell all spirituous liquors at Palermo's Pizza located at 11107 W Buckeye Road in Avondale, Arizona.

As required by state law and city ordinance, the application was posted for the required period of time starting on May 12, 2011 and a notice was published in the West Valley View on May 27th and 31st, 2011. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete and the applicant have paid the City's fees.

The Development Services, Finance, Fire and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

**RECOMMENDATION:**

Staff is recommending approval of a request from Mr. Nuredin Tabaku for approval of a Series 12 Restaurant License application to sell all spirituous liquors at Palermo's Pizza located at 11107 W Buckeye Road in Avondale.

**ATTACHMENTS:**

Click to download

- [Application](#)
- [Departmental Review](#)
- [Posting Photos](#)
- [Vicinity Map](#)

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

**APPLICATION FOR LIQUOR LICENSE**

TYPE OR PRINT WITH BLACK INK

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

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

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

**SECTION 2** Type of ownership:

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

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

1. Type of License(s): 12 12078741  
 2. Total fees attached: \$ \_\_\_\_\_ Department Use Only

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

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

**SECTION 4** Applicant

- 1. Owner/Agent's Name: Mr. TABAKU NUREDIN P 1032  
(Insert one name ONLY to appear on license) Last First Middle
- 2. Corp./Partnership/L.L.C.: TABAKU INC. B 1046 014  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: PALERMOS PIZZA  
(Exactly as it appears on the exterior of premises)
- 4. Principal Street Location: 11107 W BUCKEYE Rd AVONDALE AZ  
(Do not use PO Box Number) City County Zip
- 5. Business Phone: PENDING Daytime Contact: MARICOPA 85323
- 6. Is the business located within the incorporated limits of the above city or town?  YES  NO
- 7. Mailing Address: \_\_\_\_\_
- 8. Price paid for license only bar, beer and wine, or liquor store: Type \_\_\_\_\_ \$ \_\_\_\_\_ Type \_\_\_\_\_ \$ \_\_\_\_\_

**DEPARTMENT USE ONLY**

Fees: 100. 24.00  
 Application Interim Permit Agent Change Club Finger Prints \$ 124.00  
**TOTAL OF ALL FEES**

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

Accepted by: M.C. Date: 4/28/2011 Lic. # 12078741

**SECTION 5 Interim Permit:**

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

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

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

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

**SECTION 6 Individual or Partnership Owners:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$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.: TABAKU INC  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 04-2011, State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: PENDING Date authorized to do business in AZ: 04-2011
4. AZ L.L.C. File No: 10757803 Date authorized to do business in AZ: \_\_\_\_\_
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
TABAKU	NUREDIN		PRESS				

(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
TABAKU	NUREDIN		100				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**SECTION 8 Club Applicants:**

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

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

2. Is club non-profit?  YES  NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

**SECTION 11 Person to Person Transfer:**

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

1. Current Licensee's Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
3. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on license)
4. Physical Street Location of Business: Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
6. If more than one license to be transfered: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
7. Current Mailing Address: Street \_\_\_\_\_  
(Other than business) City, State, Zip \_\_\_\_\_
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer?  YES  NO
9. Does the applicant intend to operate the business while this application is pending?  YES  NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, \_\_\_\_\_, hereby authorize the department to process this application to transfer the  
(print full name)  
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.  
I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER  
(print full name)  
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
(Signature of CURRENT LICENSEE)  
My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
Day Month Year  
\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

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

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

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

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

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

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

1. Distance to nearest school: \_\_\_\_\_ ft. Name of school \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
2. Distance to nearest church: \_\_\_\_\_ ft. Name of church \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
3. I am  the  Lessee  Sublessee  Owner  Purchaser (of premises)
4. If the premises is leased give lessors: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

- 4a. Monthly rental/lease rate \$ \_\_\_\_\_ What is the remaining length of the lease \_\_\_ yrs. \_\_\_ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ \_\_\_\_\_  
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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



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

License # \_\_\_\_\_ (exactly as it appears on license) Name \_\_\_\_\_

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

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

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

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

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

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

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

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit [www.azliquor.gov](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:
- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: <input type="checkbox"/> Contiguous |
| <input type="checkbox"/> Service windows            | <input type="checkbox"/> Drive-in windows                | <input type="checkbox"/> 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? August 2011  
 month/day/year

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

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

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

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

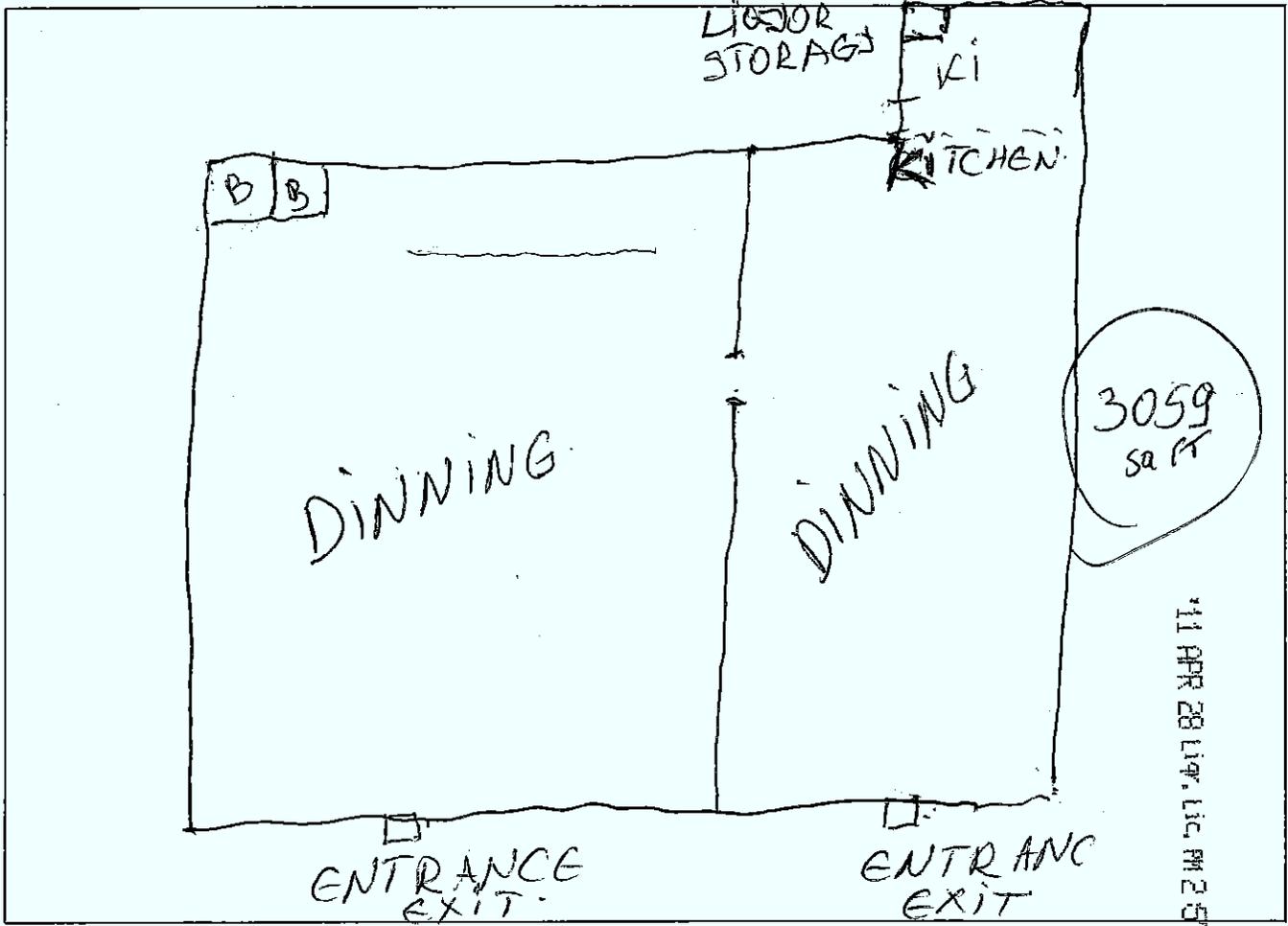
\_\_\_\_\_  
 applicants initials

MAY 17 11:10 AM LIC 161055

**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, NUREDIN TABAKU, 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 *Nuredin Tabaku*  
(signature of applicant listed in Section 4, Question 1)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 28 of April, 2011  
Day Month Year

*Michele Colegrove*  
signature of NOTARY PUBLIC



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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

RESTAURANT OPERATION PLAN

LICENSE #

12078741

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

Grill	IMIRIOK
Oven	BLOGET
Freezer	TRU
Refrigerator	TRU
Sink	SIENE STIK
Dish Washing Facilities	NO
Food Preparation Counter (Dimensions)	10 FOOT
Other	

11 APR 20 147 Lic. PM 2 57

2. Print the name of your restaurant:

PALERMOS PIZZA

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

4. List the seating capacity for:

- a. Restaurant area of your premises [ ~~50~~ 50 ]
- b. Bar area of your premises [ + 80 ]
- c. Total area of your premises [ 130 ]

5. What type of dinnerware and utensils are utilized within your restaurant?

- Reusable
- Disposable

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

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

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

8. Does your restaurant contain any games or television?  Yes  No  
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).

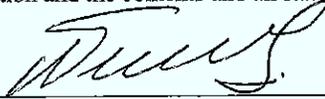
6 FLAT SCREEN

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

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

2 COOK  
2 WAITRESS  
1 DISHWASHER  
1 HOSTESS

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

X   
(Signature of APPLICANT)

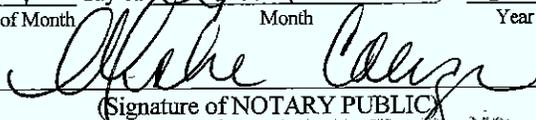
State of AL County of Manicopa

The foregoing instrument was acknowledged before me this

27 day of April, 2011  
Day of Month Month Year

My commission expires on::



  
(Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W. Washington 5th Floor

Phoenix, AZ 85007-2934

www.azliquor.gov

(602) 542-5141

**RECORDS REQUIRED FOR AUDIT**

**SERIES 11 (HOTEL/MOTEL/RESTAURANT AND SERIES 12 (RESTAURANT)**

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

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of *all* food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
  - A. Sales Journals/Monthly Sales Schedules
    - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
    - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
    - 3) Dated Guest Checks
    - 4) Coupons/Specials/Discounts
    - 5) Any other evidence to support income from food and liquor sales
  - B. Cash Receipts/Disbursement Journals
    - 1) Daily Bank Deposit Slips
    - 2) Bank Statements and canceled checks
11. Tax Records
  - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
  - B. Income Tax Return - city, state and federal (copies)
  - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
  - A. Copies of all reports required by the State and Federal Government

11 APR 28 11:41 AM '07

- B. Employee Log (A.R.S. §4-119)
  - C. Employee time cards (actual document used to sign in and out each work day)
  - D. Payroll records for all employees showing hours worked each week and hourly wages
13. Off-site Catering Records (must be complete and separate from restaurant records)
- A. All documents which support the income derived from the sale of food off the license premises.
  - B. All documents which support purchases made for food to be sold off the licensed premises.
  - C. All coupons/specials/discounts

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

**REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

**A.R.S. §4-210(A)7**

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

**A.R.S. §4-205.02(G)**

For the purpose of this section:

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

I, (print licensee name):

TABAKU NUREDIN  
 Last First Middle

have read and fully understand all aspects of this statement.

X [Signature]  
 (Signature of Licensee)

State of AL County of Maricopa  
 The foregoing instrument was acknowledged before me this 29 day of April, 2011  
 Day Month Year

My commission Expires on: [Stamp]  
 Day Month Year 2012

[Signature]  
 (Signature of NOTARY PUBLIC)

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

**BEVERAGES**

**SOFT DRINKS**

(Pepsi, Slice, Root Beer, Diet Pepsi)

Small..... 1.00 Large..... 1.40

**BEER**

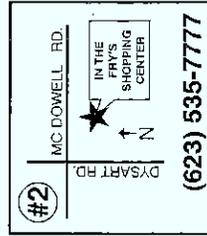
Draft Beer..... 2.00  
 Bottle..... 2.75 Pitcher Beer..... 7.95  
 (Michelob, Michelob Light, Bud, Bud Light, Coors, Coors Light)  
 Imported Beer (Corona, Heineken)..... 3.75

**WINE**

Mug of Wine..... 3.50  
 Rose Chablis Burgundy



**HOURS**  
 10:30 AM TO 10:30 PM  
 MONDAY THROUGH THURSDAY  
 10:30 AM TO 11:30 PM  
 FRIDAY AND SATURDAY  
 11:00 AM TO 10:30 PM  
 SUNDAY



**TAKE OUT ORDERS  
 FOR YOUR CONVENIENCE  
 PHONE: (623) 535-7777**

[www.palermospizzaavondale.com](http://www.palermospizzaavondale.com)

# Palermos PIZZA #2

*Celebrating 10 Years!*

**PHONE: (623) 535-7777**

1579 North Dysart (IN THE FRY'S SHOPPING CENTER)

[www.palermospizzaavondale.com](http://www.palermospizzaavondale.com)

*Special*

**XLARGE 1 ITEM**

**PIZZA & 20 WINGS**

**\$21.50 + TAX**

**Chicken Wings**

6 Pieces \$4.25  
 12 Pieces \$6.50  
 25 Pieces \$11.95  
 50 Pieces \$22.95

MILD, MEDIUM, HOT, BBQ  
 EXTRA RANCH .25¢

**2 XLARGE**

**Cheese Pizza's**

**\$21.99**

**2 XLARGE**

**1 Item Pizza's  
 & 20 Wings**

**\$34.99**



*Appetizers*

**Bread Sticks**

6 for \$4.25 / 12 for \$7.99

**Zucchini**

12 for \$4.50 / 24 for \$7.50

**Mozzarella Sticks**

6 for \$4.50



*From The Heart of New York City!*

**PIZZA**  
HOME-MADE DOUGH MADE DAILY-OLD COUNTRY STYLE

NAPOLITANA		SICILIANA	
MEDIUM 14" 8 SLICES	X-LARGE 16" 8 SLICES	EXTRA LARGE THICK CRUST	
Cheese	11.25	Cheese	14.00
Jalapenos	12.75	Jalapenos	15.50
Pepperoni	12.75	Pepperoni	15.50
Sausage	12.75	Sausage	15.50
Green Peppers	12.75	Green Peppers	15.50
Meatball	12.75	Meatball	15.50
Anchovies	12.75	Anchovies	15.50
Onion	12.75	Onion	15.50
Mushroom	12.75	Mushroom	15.50
Ham	12.75	Ham	15.50
Black Olive	12.75	Black Olive	15.50
Pineapple	12.75	Pineapple	15.50
Veggie	16.50	Veggie	19.25
Palermo Special	16.50	Palermo Special	19.25
Pepperoni, Sausage, Mushroom, Green Peppers, Onions & Extra Cheese		Pepperoni, Sausage, Mushroom, Green Peppers, Onions, & Extra Cheese	
White Pizza	16.50		

EXTRA TOPPINGS \$1.50

Pizza by the Slice.....1.80      Extra Item..... .50

Slice Special (Pepperoni, Sausage, Mushroom, Green Peppers, Onions, & Extra Cheese)..... 3.75

**6 Foot Party Sub - Any Combination**

Ham & Cheese ..... \$55.00      Submarine ..... \$60.00

Hoagie Special ..... \$65.00

**HOT PLATES**

Spaghetti and Tomato Sauce	6.75
Spaghetti and Tomato Sauce & Meatball	7.95
Spaghetti and Tomato Sauce & Sausage	7.95
Spaghetti and Tomato Sauce & Mushroom	7.95
Lasagna	7.95
Manicotti	7.95
Ravioli Cheese	7.95
Ravioli Meat	7.95
Baked Ziti with Ricotta, Mozzarella & Sauce	7.95
Sausage Parmesan, Tomato Sauce & Mozzarella	7.95
Meatball Parmesan, Tomato Sauce & Mozzarella	7.95
Eggplant Parmesan, Tomato Sauce & Mozzarella	7.95
Chicken Parmesan, Tomato Sauce & Mozzarella	8.75

All Sit Down Dinners Include Salads & Bread

**SUBMARINES**  
HOT OR COLD (10" ITALIAN ROLLS)

**ANY SUB & 16oz DRINK \$5.25**  
Mon thru Fri AM to 3.00PM

Ham & Cheese	5.50
Lettuce, Tomatoes, Onions, Dressing & Cheese	5.50
Salami	5.50
Lettuce, Tomatoes, Onions, Dressing & Cheese	5.50
Capicola	5.50
Sausage with Sauce & Cheese	5.50
Sausage with Green Pepper, Sauce & Cheese	5.95
Meatball Sauce & Cheese	5.50
Meatball with Green Pepper, Sauce & Cheese	5.95
Submarine	5.95
Ham, Salami, Lettuce, Tomatoes, Onions, Dressing & Cheese	6.95
Hoagie Special	6.95
Ham, Salami, Capicola, Lettuce, Tomatoes, Onions, Dressing & Cheese	5.50
Steak with Mushrooms & Cheese	5.50
Steak with Green Peppers & Cheese	5.50
Steak with Onions & Cheese	5.50
Steak Special	6.95
Mushrooms, Green Peppers, Onions & Cheese	5.50
Roast Beef	5.50
Lettuce, Tomatoes, Onions & Cheese	5.50
Turkey	5.50
Lettuce, Tomatoes, Onions & Cheese	5.50
Eggplant with Tomato & Cheese	5.95

**CALZONE**

Calzone, Plain	6.75
Calzone, Ham	7.50
Calzone, Meatball	7.50
Calzone, Pepperoni	7.50
Calzone, Sausage	7.50
Calzone, Special (Pepperoni, Sausage, Meatball, Mushroom, Green Pepper, Ricotta & Mozzarella Cheese)	8.50

**SALADS**

Salami, Capicola, Mozzarella Cheese	Sm. 4.75      Lg. 6.50
Chicken Salad	Sm. 5.25      Lg. 7.75
Dinner Salad	Sm. 4.25      Lg. 5.75

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 DLIC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLIC. 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 #

2078711

(If the location is currently licensed)

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

2. Name: TABAKU NUREDIN Date of Birth: [REDACTED]

3. Social Security Number: [REDACTED] State: AZ

4. Place of Birth: DIBER, MACEDONIA, Height: 5-00, Weight: 210, Eyes: BRO, Hair: BR.

5. Marital Status: [X] Married Daytime Contact Phone: 602-435-7625

6. Name of Current or Most Recent Spouse: TABAKU ERGETA Date of Birth: [REDACTED]

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: [REDACTED]

8. Telephone number to contact you during business hours for any questions regarding this document. 602-435-7625

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: PALERMOS PIZZA Premises Phone: PENOBING

11. Physical Location of Licensed Premises Address: 11107 W BUCKEYE AVENUE DAVENDALE AZ 85323

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: 1-06, CURRENT, PALERMOS PIZZA, 1579 W DASARIN RD, AVENDALE AZ 85323.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

Table with 6 columns: 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. Row 1: 2002, CURRENT, O, [REDACTED], AZ.

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? 10, and **answer #14a below**. If NO, skip to #15.

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

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

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

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

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

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

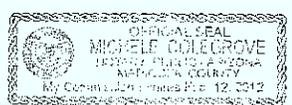
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.  
 Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

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

X [Signature]  
 (Signature of Applicant)

State of AZ County of Maricopa

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



The foregoing instrument was acknowledged before me this 29 day of April, 2011  
 Month Year  
[Signature]  
 (Signature of NOTARY PUBLIC)

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 Month Year

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

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

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

No. 1615 'K. 3  
MICHELE  
COLGROVE

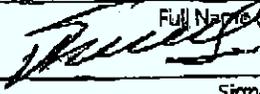
72004

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

**CERTIFICATE OF TITLE 4 TRAINING COMPLETION**

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

NUREDIN TABAKU  
Full Name (please print)  
  
Signature

050711  
Training Completion Date

050710  
Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)  
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

- |   |                             |            |   |  |          |
|---|-----------------------------|------------|---|--|----------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BASIC      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | ON SALE  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | MANAGEMENT | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | OFF SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BOTH       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | OTHER    |

If Trainee Is Employed By A Licensee

NUREDIN TABAKU PALERMO'S PIZZA  
Name of Licensee Business Name Liquor License #

**Alcohol Training Program Provider Information**

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION (ABC)

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

PHOENIX

AZ

85012

( 602 ) 285-1396

City

State

Zip

Daytime Contact Phone #

MAY 17 11:10 AM '11

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

TED KUHN

Name of Trainer (please print)

  
Trainer Signature

050711

Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

- Owner(s)
- Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

PALER MOS. PIZZA.  
157N = DASAR. RON.  
AVONDAE AZ 85323

---

PALER MOS. PIZZA.  
2620 S = 83 AUG.  
PHOENIX. AZ 85043

---

PALER MOS. PIZZA.  
1500 S = WATSON RD.  
BUCKEY AZ 85326

---

GARDEN PIZZA.  
781 S COOTN LN  
GOODYER AZ 85308

#19

11 APR 28 1974. LIC. M257



FEBRUARY 6, 2003

I NUREDIN TABAKU state that I am an officer and a stockholder 100% of Palermo's Pizza Inc. which currently has a liquor license # 12074101 and #12074329.

Nuredin Tabaku

NUREDIN TABAKU

FEBRUARY 6, 2003

\*09 JAN 23 Lique. Lic. RM1146

\*11 APR 28 Lique. Lic. RM2158

DLIC

2003 FEB -6 P 12:33

AMENDMENT



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

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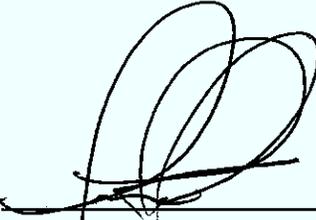
**APPLICANT'S NAME: NUREDIN TABAKU**

**BUSINESS NAME: PALERMOS PIZZA**

**ADDRESS: 11107 W. BUCKEYE ROAD**  
**CITY: AVONDALE      STATE: AZ      ZIP CODE: 85323**

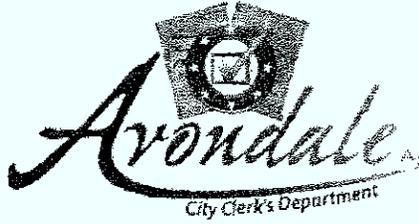
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
*Chief*  
\_\_\_\_\_  
TITLE

*5/16/11*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 6, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 19, 2011**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

---

**APPLICANT'S NAME: NUREDIN TABAKU**

**BUSINESS NAME: PALERMOS PIZZA**

**ADDRESS: 11107 W. BUCKEYE ROAD**

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

*Jane G. Gony*  
SIGNATURE  
*Fire Inspector*  
TITLE

*5/19/11*  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 6, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 19, 2011**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

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- POLICE DEPARTMENT

**APPLICANT'S NAME: NUREDIN TABAKU**

**BUSINESS NAME: PALERMOS PIZZA**

**ADDRESS: 11107 W. BUCKEYE ROAD**

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

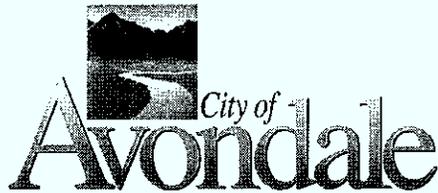
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
*Zoning Specialist*  
\_\_\_\_\_  
TITLE

*5/17/11*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 6, 2011  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 19, 2011**



## DEVELOPMENT SERVICES

### MEMORANDUM

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**DATE:** September 29, 2010

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist 623-333-4000

**SUBJECT:** Series 12 Liquor License for Palermo's Pizza  
Restaurant 11107 W Buckeye Rd

The site is located at 11107 W Buckeye Road on the southwest corner of 111<sup>th</sup> Avenue and Buckeye Road. The building is existing.

A Series 12 liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Commercial. The subject property is zoned Cashion Business District (CBD). A restaurant is a permitted use within the CBD.

Staff recommends approval of this request.

Attachment: 2010 Aerial Photography  
Zoning Vicinity Map

COUNTY

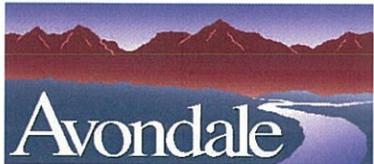
Buckeye Road

CBD

R1-6

111TH Ave

# Zoning Vicinity Map



Subject Property

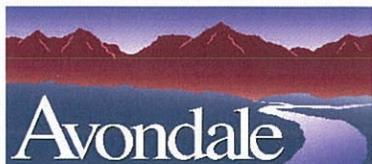




Buckeye Road

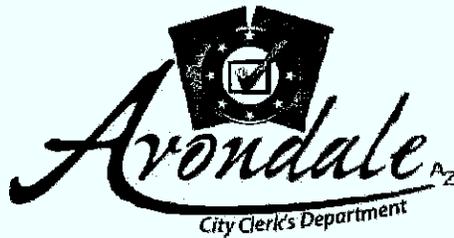
111th Ave

# 2010 Aerial Photograph



Subject Property





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

---

**APPLICANT'S NAME: NUREDIN TABAKU**

**BUSINESS NAME: PALERMOS PIZZA**

**ADDRESS: 11107 W. BUCKEYE ROAD**

**CITY: AVONDALE**

**STATE: AZ**

**ZIP CODE: 85323**

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

Nuredin Tabaku

SIGNATURE

5/18/11

DATE

Privilege Tax Agreement

TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 6, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 19, 2011**

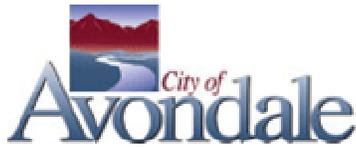




NOTICE  
[Illegible text]

05.12.2011 14:39





# CITY COUNCIL REPORT

**SUBJECT:**  
Cooperative Purchasing Agreement - Baker & Taylor, Inc.

**MEETING DATE:**  
June 6, 2011

**TO:** Mayor and Council  
**FROM:** Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a piggyback agreement off of the City of Scottsdale purchase agreement with Baker and Taylor, Inc. for the purchase of library materials and authorize the Mayor or the City Manager and City Clerk to execute the contract documents.

**BACKGROUND:**

The City of Avondale / PRLD / Library Division (the Library) would like to purchase library materials through a piggyback agreement with the City of Scottsdale. Materials will be purchased at a cost not to exceed \$100,000 per year for both the Sam Garcia Western Avenue Library and the Civic Center Library. The library currently purchases materials through the Maricopa County Library District (MCLD). However, MCLD has changed the terms of their agreement with Baker and Taylor which includes some changes to the material purchasing process.

**DISCUSSION:**

The Library was previously purchasing materials through a piggyback contract with Maricopa County Library District (MCLD). The MCLD agreement with Baker and Taylor expired on April 30, 2011. The MCLD contract has been renewed, but the terms and purchasing procedures have changed, which requires additional time for ordering through MCLD. Staff was unaware that MCLD was making procedural changes.

The Scottsdale agreement allow piggybacking and the procedures under the agreement are consistent with Avondale Library operations. Avondale staff would like to continue with Baker and Taylor under the terms of the Scottsdale agreement. The Scottsdale contract will provide the City of Avondale with the same services and existing material rates. The Scottsdale contract will expire on December 29, 2013.

**BUDGETARY IMPACT:**

Materials prices vary under the terms of the contract for each specific item. However, the Library budget for materials will not exceed \$100,000 per year. Material purchased under this agreement will be for both the Sam Garcia Western Avenue Library and the Avondale Civic Center Library. Funds for library materials are budgeted for FY 2011 - 2012 as follows:

Library	Account #	Amount
Sam Garcia	101-8100-00-7100	\$40,000
Civic Center Library	101-8105-00-7090	\$60,000

**RECOMMENDATION:**

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Baker & Taylor, Inc. for the purchase of library materials in an amount not to exceed \$100,000 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [Agreement](#)

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
BAKER & TAYLOR, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of June 6, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Baker & Taylor, Inc., a Delaware corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Scottsdale, Arizona ("Scottsdale"), entered into Contract No. 10R F046 awarded October 4, 2010, (the "Scottsdale Contract") for the Vendor to provide Library Materials. A copy of the Scottsdale Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to purchase such materials under the Scottsdale Contract, at its discretion and with the agreement of the awarded Vendor, and the Scottsdale Contract permits its cooperative use by other public entities including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Scottsdale Contract, (ii) establishing the terms and conditions by which the Vendor may provide the City with library materials, as more particularly set forth in Section 2 below (the "Materials") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 29, 2013, unless otherwise terminated pursuant to the terms of the Scottsdale Contract.

2. Purchase of Materials. This is an indefinite quantity and indefinite delivery Agreement for Materials under the terms and conditions of the Scottsdale Contract. For purchase(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the Materials to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the materials to be delivered (each, a "Materials Order"). Each Materials Order approved and accepted by the parties pursuant to this

Agreement shall (a) contain a reference to this Agreement and the Scottsdale Contract and (b) be attached hereto as Exhibit B, and incorporated herein by reference. Materials Orders submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection. By signing this Agreement, Vendor acknowledges and agrees that Material s Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Scottsdale Contract, other than City's project-specific quantities, configurations or delivery dates, are hereby expressly declared void and shall be of no force and effect.

3. Compensation. The City shall pay Vendor an aggregate amount not to exceed \$100,000.00 for Materials at the unit rates as set forth in Scottsdale Contract. The maximum aggregate amount for this Agreement shall not exceed \$100,000.00.

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Materials, and upon submission and approval of invoices. Each invoice shall (a) contain a reference to this Agreement and the Scottsdale Contract and (b) document and itemize all Materials delivered and accepted to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection and may be returned.

5. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Vendor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

6. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. Applicable Law; Venue. In the performance of this Agreement, Vendor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

8. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. Art. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or

indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Materials Orders, invoices and the Scottsdale Contract, the documents shall govern in the order listed here in. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Scottsdale Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Materials Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Scottsdale Contract shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

10. Indemnification; Insurance. The City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the City of Scottsdale under the Scottsdale Contract, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

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

**"City"**

CITY OF AVONDALE, an Arizona  
municipal corporation                      a

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:                      Na

\_\_\_\_\_  
Carmen Martinez, City Clerk

**"Vendor"**

BAKER & TAYLOR, INC.,  
Delaware corporation

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

me: \_\_\_\_\_

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

(ACKNOWLEDGMENTS)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2011,  
by Charles P. McClendon, the City Manager of the CI TY OF AVONDALE, an Arizona  
municipal corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_)  
  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2011,  
by \_\_\_\_\_ as \_\_\_\_\_ of BAKER &  
TAYLOR, INC., a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

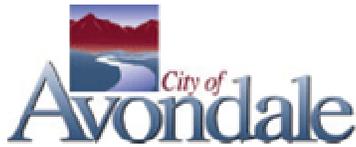
My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
BAKER & TAYLOR, INC.

[Scottsdale Contract]

Available for Review at Avondale City Hall



# CITY COUNCIL REPORT

**SUBJECT:**

First Amendment to Contract Agreement - FSL  
Home Improvements, Inc.

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood & Family Services Director (623) 333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve ncreasing the contract amount with FSL Home Improvements, Inc. (FSL) by \$300,000 in Arizona Department of Housing HOME Investment Partnership program funds. This funding will supplement existing City of Avondale HOME funds dedicated to the Substantial Housing Rehabilitation program that is already operated by FSL.

**BACKGROUND:**

On January 3, 2011, City Council approved Resolution 2949-111 supporting the grant application submitted to the Arizona Department of Housing for funding to support the Substantial Rehabilitation program. The application was approved for a total of \$330,000, which includes \$30,000 for administration. The Neighborhood & Family Services Department requested the funds to supplement the limited Avondale HOME funds available and in recognition that State Housing funds are the only other currently available funding source for substantial home repair.

**DISCUSSION:**

Success in obtaining these highly competitive grant funds was bolstered by the partnership with FSL. FSL was also a partner in administering another State Housing fund grant which was received in 2008. The City Council approved the current contract with FSL on July 5, 2010. This proposed amendment would increase the current contract by \$300,000 and enable FSL to complete between 6 and 8 substantial rehab projects for low-income residents in Avondale. Substantial rehabilitation includes repair of a home's major systems necessary to make a home safe. Examples include repair or replacement of HVAC systems, electrical panels and wiring, leaking roofs, plumbing and other health and safety issues. There is tremendous need for this program and a current waiting list for assistance.

**BUDGETARY IMPACT:**

No additional City of Avondale funding is necessary to administer this grant.

**RECOMMENDATION:**

Staff recommends approval of the first amendment to the contract agreement with FSL Home Improvements, Inc. for additional funds toward the operation of the substantial home rehabilitation program.

**ATTACHMENTS:**

Click to download

 [First Amendment](#)

**FIRST AMENDMENT  
TO  
CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FSL HOME IMPROVEMENTS**

THIS FIRST AMENDMENT TO CONTRACTOR AGREEMENT (this “First Amendment”) is made as of June 6, 2011 between the City of Avondale, an Arizona municipal corporation (the “City”), and FSL Home Improvements, an Arizona non-profit corporation (the “Contractor”).

RECITALS

A. The City and the Contractor entered into a Contractor Agreement as of July 5, 2010 (the “Agreement”), for the Contractor to perform housing rehabilitation services (the “Services”).

B. The City has funded the Contractor’s performance of the Services with Community Development Block Grant (“CDBG”) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-38, and with Home Investment Partnership (“HOME”) funds under Title II of the National Affordable Housing Act of 1990, Public Law 104-134.

C. The City has received an additional \$300,000 in State Housing Funds (“Additional Funds”) through HOME funds under Title II of the National Affordable Housing Act of 1990, Public Law 104-134, which the City desires to make available to the Contractor to perform additional Services (“Additional Services”).

D. The City and the Contractor desire to amend the Agreement to accommodate the Additional Funds and the Additional Services and to add an additional provision to the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree to amend the Agreement as follows:

1. Scope of Work. The Scope of Work attached to the Agreement as Exhibit A is hereby replaced by the attached Revised Scope of Work, attached to this First Amendment as Exhibit 1 and incorporated herein by reference, which Revised Scope of Work includes the Additional Services. The revisions are illustrated in bold on the attached Exhibit 1.

2. Compensation. The Contractor's total compensation under the Agreement, as amended by this First Amendment, shall be increased by no more than \$300,000.00 for the Additional Services, increasing the not to exceed amount from \$780,000.00 to \$1,080,000.00 for the Services and the Additional Services.

3. Additional Compliance Terms. The Contractor shall comply with the provisions contained in the Certification and Other Requirements Relating to Title II Assistance, attached hereto as Exhibit 2 and incorporated herein by reference. (For the purposes of complying with Exhibit 2, all references to the Recipient in Exhibit 2 shall refer to the Contractor). The Contractor shall also comply with the provisions of the State of Arizona Consolidated Plan, Arizona Department of Housing ("ADOH") ERR Handbook, ADOH Labor Standards Handbook, the State Housing Fund Program Summary and Application Guide, the environmental review conditions in accordance with 24 C.F.R. 50 and 24 C.F.R. 58 (Environmental Review).

4. Additional Records Retention Provision. Contractor shall retain, for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of the Agreement for a period of five (5) years following the date of the letter informing the City of the Administrative Closeout or termination.

5. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

7. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON THE FOLLOWING PAGE]

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

**“Contractor”**

FSL HOME IMPROVEMENTS, an Arizona  
non-profit corporation

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

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

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



EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FSL HOME IMPROVEMENTS

[Revised Scope of Work]

See following pages.

REVISED SCOPE OF WORK

1. Background. The City of Avondale’s (the “City”) owner-occupied housing rehabilitation program (the “Program”) is designed to assist low-income homeowners whose homes require major repairs that are necessary to comply with City Codes. Eligible beneficiaries are homeowners with a projected annual household gross income that does not exceed 80% of the Housing and Urban Development (“HUD”) Area Median Income adjusted by household size at the time the commitment is made to the prospective homeowner. The Contractor shall provide emergency rehabilitation and substantial rehabilitation services (the “Services”) in compliance with the City’s program and federal law governing **Community Development Block Grant (“CDBG”), Home Investment Partnership (“HOME”) and State Housing Fund (“SHF”)** funded projects.

2. Scope of Work.

Contractor shall provide housing rehabilitation Services for the City’s Program funded with the following CDBG, HOME **and SHF** funds.

Funding Sources (Approximates)

Source:	2010/2011	2011/2012	2012/2013	Total
HOME	\$160,000	\$160,000	\$160,000	\$480,000
CDBG	\$100,000	\$100,000	\$100,000	\$300,000
<b>SHF</b>	\$0	<b>\$300,000</b>	\$0	<b>\$300,000</b>
			Combined Total	<b>\$1,080,000</b>

It is expected that approximately 30 emergency rehabilitation projects can be completed with CDBG funds, approximately 10 substantial rehabilitations can be completed with HOME funds **and approximately 6 substantial rehabilitation can be completed with SHF funds.**

The Program will be operated by the City with the Contractor providing the Services. The City will conduct outreach, marketing, application intake, and applicant pre-qualification. After pre-qualification, the pre-qualified applicant will be referred to the Contractor to commence the emergency rehabilitation or substantial rehabilitation project. The Contractor will maintain a list of qualified applicants from which the City and the Contractor will develop a schedule for completing construction of emergency rehabilitation or substantial rehabilitation projects. The Contractor will perform all services necessary to procure licensed general contractors and complete each project. Upon completion of each project the Contractor will provide the City with a client file containing all eligibility information, construction documents and cost accounting. The Contractor’s services shall include, but are not be limited to, the following.

- A. Review of pre-qualified applicant files for completeness and obtain any additional information as necessary.
- B. Obtain title documents related to ownership, property liens and taxes.

C. Create a site-specific environmental review for each home to be rehabilitated to assess issues related to the following:

- 1) Historic preservation.
- 2) Airport clear zones.
- 3) Explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals or gases.

D. Inspect homes of pre-qualified applicants to determine level of rehabilitation necessary.

E. Perform all inspections, work and certifications necessary to comply with HUD Lead-Based Paint Guidelines.

F. Write a detailed work write-up of rehabilitation work to be performed.

G. Prepare a line item cost estimate for the rehabilitation work specific to each trade.

H. Obtain approval from the homeowner for the rehabilitation scope of work.

I. Develop construction documents including scope of work, specifications and construction contract.

J. Obtain building permits.

K. Procure general contractors for rehabilitation work.

L. Execute and administer construction contracts with general contractors.

M. Draw-up Deeds of Trusts and Promissory Notes for rehabilitation loans.

N. Obtain execution of forgivable rehabilitation loan documents and record them with the Maricopa County Assessors office.

O. Provide services to temporarily relocate homeowners as necessary.

P. Monitor and inspect construction work for adherence to contract documents, City Code and conditions of the building permit.

Q. Process contract change orders and construction contract amendments.

R. Process partial payments to the general contractor on a reimbursement basis for work completed ensuring all lien waivers, warranty commitments and homeowner approvals are obtained.

S. Conduct final inspections and ensure adequate completion of each project, including obtaining all documentation that the terms of the building permit are satisfied.

T. Maintain data and records for semi-annual contractor and subcontractor activity report required by the City and HUD.

U. Provide bi-monthly progress reports to the City and other reports as required.

V. Submit payment reimbursement requests to the City.

W. Maintain client files for each project and provide completed files to the City.

4. Eligible Rehabilitation Activities.

A. Emergency Rehabilitation. The immediate repair of one or several items required to ensure the health, safety and welfare of the occupants including the repair of electrical, plumbing, heating, cooling, roofing and structural systems. The provision of handicapped accessibility is an emergency repair. Emergency repair may be provided regardless of the condition of the home. All emergency rehabilitation, with the exception of handicapped accessibility must be funded with CDBG Funds.

B. Substantial Rehabilitation. The repair of several items in a home that are in substandard and deteriorating condition for the purpose of bringing the entire property up to current City Code. Certain structural items such as building placement, ceiling height and window and door openings may be excepted from full compliance with City Codes based on the age of housing and the infeasibility of making corrections. Substantial rehabilitation may only be provided to properties that are structurally sound and which can sustain the value of the rehabilitation. Manufactured housing is not eligible for substantial rehabilitation.

5. Eligible Beneficiaries. Eligible beneficiaries are homeowners who hold fee simple title to their home and who occupy it as their sole residence. The ownership interest in the subject home must be free of restrictions or encumbrances that unduly restrict the marketable nature of the home such as excessive liens and non owner-occupants named on a deed. Limited title searches must be conducted. Homeowners must have a projected annual household gross income that does not exceed 80% of the area median income adjusted by household size at the time the rehabilitation commitment is made to the homeowner. The City will determine and verify income according to "Section 8" guidelines.

6. Eligible Property Types. Eligible property types include single-family homes, town-homes and condominiums. Manufactured housing permanently affixed to real property held in fee simple title by the occupant is eligible for emergency repair only.

7. Lead Based Paint. All rehabilitation work shall be in compliance with 24 CFR Part 35.

8. Required Property Standards. All work shall be performed in accordance with City Codes and ordinances as well as the Maricopa HOME Consortia Rehabilitation Standards.

9. Maximum Property Value. The value of the home may not exceed the FHA 203(b) insuring limit for single-family properties.

10. Minimum and Maximum Investments. The minimum rehabilitation construction cost is \$1,000 and the maximum is determined by subtracting the Maricopa County Assessor's currently assessed full value of the property from the FHA 203(b) mortgage insuring limit for Maricopa County.

11. Terms of Assistance to Beneficiaries (Loans Only). Emergency repair assistance (CDBG funded) is offered as a grant to the homeowner. Substantial rehabilitation assistance (HOME funded) is offered in the form of a no-interest forgivable loan. A rehabilitated home must remain occupied by the assisted low-income family for a "period of affordability" (POA) corresponding to the level of assistance listed in the table below.

Rehabilitation Construction Cost	Period of Affordability/Recapture Period
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

If the home is sold prior to the specified POA, a pro-rata share of the assistance must be repaid to the City. **The City shall be listed as the beneficiary for all forgivable loans.** All such forgivable rehabilitation loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property. Rehabilitation loans must carry a term equal to the affordability period. All loans are forgivable loans as more particularly described below:

#### Forgivable Loans

Forgivable loans are non-interest bearing loans that carry a POA term in which the principle is reduced relative to the amount of time the owner lives in the house. The pro-rata share of principle reduction is determined monthly. Loan forgiveness is conditioned upon the beneficiary's compliance with the terms of the Deed of Trust which includes owner occupancy and the requirement that the property is maintained in good, marketable condition.

12. Eligible Hard Costs. Eligible hard costs include demolition, construction, trade work and finish work, lead paint abatement, on-site grading, on-site drainage, on-site utilities, sewer and water hook-ups to City main lines, xeriscape landscaping and limited fencing.

13. Eligible Soft Costs. Eligible soft costs include fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, engineering services, temporary relocation of homeowners including utility hook-ups, moving expenses, security deposits and rent.

14. Rehabilitation Construction. Contractor will use licensed contractors to complete the rehabilitation work. Bid, performance and construction bonds are not required of the general contractors.

15. Schedule of Completion. Unless amended by mutual written agreement by the Contractor and the City, the Contractor will perform the described tasks in conformance with the schedule below.

Schedule of Completion

Task	Timeline
Complete 14 Rehabilitation Projects	6/30/2011
Complete <b>31</b> Rehabilitation Projects	6/30/2012
Complete <b>43</b> Rehabilitation Projects	6/30/2013

16. Contractor Housing Rehabilitation Policies and Procedures. Contractor shall conduct housing rehabilitation activities in compliance their own policies and procedures as approved by the City.

17. Contractor Staffing. The Contractor shall assign the following primary and secondary contact for contract transactions.

Primary Contact

**Katie Smith**  
**Program Director**  
**(602) 532-2976 ext. 7**  
[ksmith@fsl.org](mailto:ksmith@fsl.org)

Secondary Contact

**Carrie Smith**  
**Chief for In Home Services**  
**(602) 285-1800**

18. City of Avondale Staffing. The City of Avondale will assign the following staff as the primary contact for contract transactions.

**Sandy Lopez**  
**CDBG Program Manager**  
**(623) 333-2726**  
[slopez@avondale.org](mailto:slopez@avondale.org)

EXHIBIT 2  
TO  
FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FSL HOME IMPROVEMENTS

[Certification and Other Requirements Relating to  
Title II Assistance for Owner-Occupied Housing  
Rehabilitation Programs]

See following pages.

## ATTACHMENT F

### CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE II ASSISTANCE FOR OWNER-OCCUPIED HOUSING REHABILITATION PROGRAMS

#### EQUAL OPPORTUNITY

No person shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with State Housing Funds. In addition, State Housing Funds must be made available in accordance with the following:

- The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR Part 1;
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against otherwise qualified handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- The requirements of Executive Order 11246 (3 CFR 1964-65, comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60;
- The requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) the purpose of which is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very-low-income persons, particularly those who are recipients of government assistance for housing;
- \*The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Recipient must make efforts to include, to the maximum extent possible, minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities to provide affordable housing under this agreement.

#### AFFIRMATIVE MARKETING

Recipient shall:

Adopt affirmative marketing steps, as described in 24 CFR 92.351, consisting of the following actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and housing services.

Require all notices and advertisements related to the State Housing Funds to contain either the Equal Housing Opportunity logo or slogan.

#### DISPLACEMENT, ACQUISITION, AND RELOCATION

Consistent with the other goals and objectives of the STATE HOUSING FUND Program, Recipient shall take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the project assisted with State Housing Funds under this agreement and shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)(42 U.S.C. 4201-4655) and 49 CFR part 24.

Recipient and its subcontracts shall comply with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs) and shall certify as to compliance with the provisions of this section prior to requesting payment of State Housing Funds.

#### **DEBARMENT AND SUSPENSION**

All subcontracts shall contain the certification in Appendix B of 24 CFR part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction.

#### **DRUG-FREE WORKPLACE**

The Recipient shall maintain a Drug-Free Workplace in accordance with STATE HOUSING FUND program requirements.

#### **ANTI-LOBBYING PROVISIONS**

The Recipient hereby certifies that no Federal or State appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal or State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Recipient will require that the language of paragraph (h) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### **CONFLICT OF INTEREST**

Applicable conflict of interest provisions shall be incorporated in all contracts and safeguards shall be established to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

No elected or appointed officer or employee of the Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

No officer or employee may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a direct or indirect financial interest, or any other person.

No officer or employee may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a direct or indirect financial interest.

No officer or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his/her financial interests.

#### **INTEREST OF CERTAIN FEDERAL OFFICIALS**

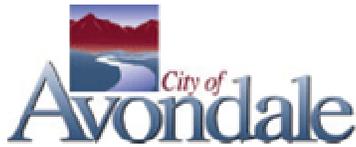
No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Records covering displacements and acquisition must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received final payment to which they are entitled in accordance with 92.353.

Citizens, public agencies, and other interested parties must be provided reasonable access to records, consistent with applicable laws regarding privacy and obligations of confidentiality.

Recipient shall establish and maintain sufficient records to enable the Secretary of US HUD to determine whether Housing has met the requirements. At a minimum, the following records must be established and maintained:

1. Approved Application, including all certifications, resolutions, revisions and/or additions.
2. State Housing Fund (HOME/HTF) Agreement, and any subsequent amendments and/or resolutions.
3. *State Housing Fund Program Summary and Application Guide*, subsequent revisions and any program notices.
4. Records providing a full description of each activity assisted (or being assisted) with State Housing Funds, including its location, the amount of Housing Trust Funds and/or State Housing Funds budgeted, obligated, and expended for the activity. Federal State Housing Funds and State Housing Trust Funds must be accounted for separately.
5. Complaints and/or grievances, if any, and evidence of resolution or status of each complaint.
6. Financial records, in accordance with the applicable requirements listed in OMB Circulars A-128 and Part 85, A-110.
7. Records supporting requests for disbursements of State Housing Funds from Housing, and other information required for the Cash and Management Information (C/MI) system under 92.502, including project set-up and completion reports, and disbursement documentation.
8. Monitoring audits and resolution of audit findings.
9. Financial management and audit files.
10. Correspondence regarding the program.
11. Records indicating the source and amounts of repayments, interest, and other return on investment of State Housing Funds and any matching funds.
12. Fair housing and equal opportunity records containing:
  - Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with State Housing Funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No Community is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
  - Data on employment in each of Recipient's operating units funded in whole or in part with State Housing Funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to ensure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating units funded in whole or in part under this part.
- \*13. Documentation and data on the steps taken to implement outreach programs to minority-owned and women-owned businesses including data indicating the racial, ethnic or gender character of each business entity receiving a contract or subcontract to be paid with State Housing Funds; the amount of the contract or subcontract, and documentation of the steps to assure that minority- and women-owned business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. Lists must be compiled of all minority- and women-owned business enterprises within the Recipient's political jurisdiction.
14. Records of Procurement for each agreement for professional service or material/equipment procured including compliance with Recipient's procurement code, written evidence that the procurement method was followed, bid/solicitation specification and/or scope of work, method to determine prices, evaluation



# CITY COUNCIL REPORT

**SUBJECT:**

Cooperative Purchasing Agreement - Hydro Controls & Pump Systems, Inc.

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Wayne Janis, Public Works Director (623) 333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council authorize the purchase of electrical and mechanical parts and services from Hydro Controls & Pump Systems, Inc. through a Cooperative Purchasing Agreement in an amount not to exceed an aggregate total of \$240,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

During a typical work week, the Public Works Department performs routine repairs on existing electrical components such as solenoids, actuators, pressure switches, fuses, pumps, control panels, lighting, A/C units, motor starters, timers, and level gauges in order to provide reliable operations in the production, collection, and treatment processes. At times, the electrical issues that arise in the VFDs, switch gears, contactors, relays, and power transfer switches and require an outside electrician to trouble-shoot the problem and make the required repairs. Because of the higher voltages in these areas and ARC Flash regulations, these types of repairs require two people to be present to address the problems in a safe manner that meets all of the city's policies as well as OSHA requirements. By having a contract in place with an outside electrician, our safety, troubleshooting, and repair needs can be met over all of our potential electrical issues because they will either have two people available for repairs or our staff will be the second person therefore meeting all that is required for any type of high and low voltage repairs. Hydro Controls also offers mechanical services such as vibrations analysis, bearing replacements, and winding repairs that will also be used to optimize the operations and maintenance of our production, collections, and treatment groups.

**DISCUSSION:**

The City of Avondale has secured contract pricing with Hydro Controls & Pump Systems, Inc., to provide electrical and mechanical parts and services. After a competitive bid process, the City of Goodyear entered into Contract No. CON-11-1720, and the City is permitted under Section 25-24 of the City Code to procure services under the Goodyear Contract without further public bidding. The Goodyear Contract permits its cooperative use by other governmental agencies including the City of Avondale. This Cooperative Purchase Agreement will allow Public Works staff to obtain electrical and mechanical parts and services as needed from Hydro Controls & Pumps Systems, Inc., for the remaining contract period.

**BUDGETARY IMPACT:**

The funding for the work associated under this Cooperative Purchasing Agreement is available in the Water Production Budget: 501-9122-00-6740, Wastewater Collections Budget: 503-9222-00-6780, and Wastewater Treatment Budget: 503-9230-00-6770.

**RECOMMENDATION:**

Staff recommends that the City Council authorize the purchase of electrical and mechanical parts and services from Hydro Controls & Pump Systems, Inc. through a Cooperative Purchasing Agreement in an amount not to exceed an aggregate total of \$240,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

-  [Cooperative Purchasing Agreement](#)
-  [Hydro Controls Piggyback letter](#)

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
HYDRO CONTROLS & PUMP SYSTEMS, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of June 6, 2011, between the City of Avondale, an Arizona municipal corporation ("City"), and Hydro Controls & Pump Systems, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Goodyear, Arizona ("Goodyear"), entered into Contract No. CON-11-1720 dated January 28, 2011 (the "Goodyear Contract") for the Contractor to provide electrical - mechanical parts and services. A copy of the Goodyear Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to purchase such electrical - mechanical parts and services under the Goodyear Contract, at its discretion and with the agreement of the awarded Contractor, and the Goodyear Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Goodyear Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with electrical - mechanical parts and services, as more particularly set forth in Section 2 below (the "Parts and Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Parts and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 27, 2011 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the State Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to five successive one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year and (b) the term of the Goodyear Contract has been extended pursuant to its renewal options. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect. At least 30 days prior to the expiration of either the Initial Term or any of the Renewal Terms, the

City shall provide written notification to the Contractor of its intention to extend or terminate this Agreement.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Parts and Services under the terms and conditions of the Goodyear Contract. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Parts and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (a) contain a reference to this Agreement and the Goodyear Contract and (b) be attached hereto as Exhibit B, and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Goodyear Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Goodyear Contract, other than City's project-specific quantities, configurations or delivery dates, are hereby expressly declared void and shall be of no force and effect.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$40,000.00 for Parts and Services at the unit rates as set forth in the Goodyear Contract. The maximum aggregate amount for this Agreement shall not exceed \$240,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Parts and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (a) contain a reference to this Agreement and the Goodyear Contract and (b) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Goodyear Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. The Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of the Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this

Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. Art. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the Goodyear Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Goodyear Contract (collectively, the “Unauthorized Conditions”), other than the City’s project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Goodyear Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Indemnification; Insurance. The City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the City of Goodyear under the Goodyear Contract, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City of Avondale under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance.

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

**“Contractor”**

HYDRO CONTROLS & PUMP  
SYSTEMS, INC., an Arizona corporation

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

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

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

(ACKNOWLEDGMENTS)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_ 2011,  
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona  
municipal corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2011,  
by \_\_\_\_\_ as \_\_\_\_\_ of HYDRO  
CONTROLS & PUMP SYSTEMS, INC., an Arizona corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
HYDRO CONTROLS & PUMP SYSTEMS, INC.

[Goodyear Contract]

See following pages.

# CONTRACT COVER SHEET

For Contract Review - please route Contract through Fernando Camacho in Finance, Ext. # 7844. (A contract number will be assigned after approval)



*Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche. If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.*

Type (check one): Contract  Change Order/Modification  #NA Amendment  #NA  
 IGA  Easement  Lease/Property Acquisition  Development Agreement   
 Other  (please specify):

**IDENTIFYING INFORMATION:** [Please fill in each field]

Requesting Dept., Contact Name, Ext. #: **Facilities & W & WW, Kevin Dobson, #7521**  
 Contractor Name, Address, Tel. No.: **Hydro Controls & Pump Systems, Inc. 2602 W. Townley Ave. Ste. #7 Phoenix, AZ 86021 602-944-0845**  
 Assigned Contract Number: **CON-11-1720-AM**

Brief Summary of the Services to be provided: **Electrical & Mechanical Services**  
**Terms:**  
 Start: 1/28/11 Expire: 1/27/12  
 Contract Amount: \$ **70,000.00 total (for all 3 vendors)**  
 Council Date: \_\_\_\_\_ COAC # \_\_\_\_\_ N/A   
 City Clerk's Office Use - Retention Date: 4/1/2018

**Reviewed and approved:**

Procurement: [Signature] Date: 1-28-11 Contracts/Procured Services  
 Legal: [Signature] Date: 1/31/11 All documents  
 City Manager: \_\_\_\_\_ Date: \_\_\_\_\_ When required

----- **CONTRACT REVIEW REQUIREMENTS** -----

Date Submitted for Review: \_\_\_\_\_

**PROCUREMENT PROCESS** – NOTE: IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services.  
 All Contracts must be reviewed and signed off by both Procurement & Legal Services prior to going to Council.

**Designate what method you used to arrive at this contract and whether the item is budgeted for.**

Less than \$5000  \$5,000 to \$50,000 – 3 written quotes  Cooperative Agreement  On-Call /Task Order  
 Formal Solicitation, Incl. Solicitation Number: **OP- 11-1670**  
 Other – please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager) **Attach COAC**

Budgeted:  Yes  No Requires Council Action: Yes  No  If yes, Council Date: \_\_\_\_\_ COAC # \_\_\_\_\_

Additional Funding Source?  Federal – Identify: \_\_\_\_\_  State – Identify: \_\_\_\_\_

Grant/Other – Identify: \_\_\_\_\_ \*Attach all supporting documentation for funding source.

ADDITIONAL COMMENTS? Please send approved copy to Russ Welborn

Changes are required to this contract/document as follows:

\*Original

	<b>CITY OF GOODYEAR</b>	<b>OFFICE OF PROCUREMENT</b>
	<b>GOODS/SERVICES CONTRACT (Not Title 34) CONTRACT NO. CON-11-1720</b>	190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338 Phone: 623-882-7893 Fax: 623-925-0829

DESCRIPTION OF SERVICES: Electrical - Mechanical Services

**OFFER**

To the City of Goodyear: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers to the City an Agreement that contains all terms, conditions, specifications, amendments, and addenda in this Agreement. The term Contract shall mean, and consists of, the following documents: 1) This Contract for Goods/Services, version 1182010; 2) Standard Terms and Conditions; 3) Scope of Work and Fee Schedule; 4) Specifications, Attachments, Exhibits; and 5) Solicitation, Instructions to Offerors (including documents referenced and included therein).

Arizona Transaction (Sales) 20165248-1  
Arizona Contractor License Number: 232307/232308  
269402  
Privilege Tax License # 20-880442  
City of Goodyear Business Registration No.: 10-00001173

For clarification of this offer contact:  
Name: Pero Vrclj  
Telephone: 602-944-0845  
E-Mail Address: perovhydrocontrolsinc.com

Hydro Controls and Pump Systems, Inc.

Sign: Pero Vrclj

Company Name

Authorized Signature for Offer

2602 W. Townley Ave, Ste 1

Pero Vrclj

Address

Printed Name

Phoenix AZ 85021

Vice President 01/12/2011

City State Zip Code

Title Date

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)**

Your offer is accepted by the City. The term Agreement shall have the same meaning as above. As the Contractor, upon execution of this portion, you are now legally bound to provide the goods and/or services under this Contract in compliance with all terms conditions, specifications, amendments, etc. The Contractor is hereby cautioned not to start any billable work or provide any goods, material, or services for this contract until Contractor receives an executed **Purchase Order**

N/A  
City Manager, City of Goodyear (if applicable)

City of Goodyear, Arizona.

Eff. Date: 1-28-11

Attested by: Lynn Mulhall

Lynn Mulhall, City Clerk

City Seal

Approved as to form:

Roric Massey  
Roric Massey, City Attorney

FOR

G. Carrier, CPPB  
Bob Carrier, CPPB, CPPO Procurement Manager

FOR



Official File

**STANDARD TERMS AND CONDITIONS**

**CONTRACT FOR PROFESSIONAL SERVICES**

**CON-11-1720**

This Contract, entered into on January 28 , 2011, by and between the City of Goodyear, a municipal corporation of the State of Arizona, ("City"), and Hydro Controls and Pump Systems, Inc., ("Contractor"). The City and Contractor may be referred to individually as a Party or collectively as the Parties. The City engages the Contractor to perform professional services for the project known as: Electrical – Mechanical Services, ("Project").

**RECITALS**

WHEREAS, the City is in need of the services that Contractor is able and willing to provide;

NOW THEREFORE, the Parties agree as follows:

**AGREEMENT**

**SECTION 1. SERVICES**

- 1.1 The Contractor shall provide the following goods and services called for in this Contract to City standards and in accordance with the degree of care and skill other professionals providing such services in Arizona would exercise under similar conditions:
- 1.2 Contractor shall provide the goods and services described in the attached Scope of Work.
- 1.3 The Contractor shall comply with all guidelines provided by the City which relate to the goods and services to be provided.

**SECTION 2. DEFINITIONS**

- 2.1 "City" means the City of Goodyear.
- 2.2 "City Manager" means the manager of the City of Goodyear or designee.
- 2.3 "Contract" means this Goods/Services Contract and any attachments referenced herein, fully completed and executed between the City of Goodyear and the Contractor.
- 2.4 "Contractor" means the individual, partnership, entity or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear to provide goods and/or services.
- 2.5 "Days" means calendar days unless otherwise specified herein.
- 2.6 "Litigation Expense" means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 2.7 "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.

- 2.8 “Project” “Services” or “Work” means the subject matter of this Contract as more fully set forth in the attached Scope of Work, which may include delivery of goods and/or services.
- 2.9 “Subcontractor” means any individual, corporation, company, or other entity who contracts to perform work or render services or provide goods to a Contractor or to another subcontractor as part of this Contract with the City.

### SECTION 3. TERM OF CONTRACT

- 3.1 Unless terminated, cancelled or extended as provided herein, the term of this Contract shall be one year. This contract may be extended or renewed up to five (5) years or sixty (60) months, subject to appropriations. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.
- 3.2 The term of the contract may be automatically extended to include the warranty period.
- 3.3 Contractor shall not commence work until Contractor receives a Purchase Order signed by the City of Goodyear Procurement Manager or designee.

### SECTION 4. COMPENSATION AND PAYMENTS

- 4.1 COMPENSATION: Total compensation to be paid under this Contract shall not exceed .
- 4.2 Contractor shall invoice City on or before the 10th day of each month for goods and/or services provided under this contract during the prior month. All invoices shall contain itemized hourly fees, unit cost, extended cost of goods and supporting documentation for all invoiced amounts. All invoices to the City shall identify the specific item(s) being billed and the Purchase Order number. Items are to be identified by the name, model number, and/or serial number most applicable.
- 4.3 City shall make every effort to process payments to Contractor within thirty (30) calendar days after the receipt of a correct and approved invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the invoice or account.
- 4.4 PRICE ADJUSTMENT/CONTRACT EXTENSION: The City’s Office of Procurement will review fully documented requests for price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Office of Procurement will determine whether the requested price increase or and alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 4.5 PRICE REDUCTION: A price reduction may be offered at any time during the term of the contract and shall become effective upon notice.
- 4.6 LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.7 ESTIMATED QUANTITIES: Quantities identified in the Solicitation are the City’s best estimate and do not obligate the City to order or accept more than the City’s actual requirements during the period of this Contract as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that Contractor is to supply the City with its complete and actual requirements for the contract period.
- 4.8 PRODUCT DISCONTINUANCE: In the event that a product or model identified in the offer is subsequently discontinued by the manufacturer, the City at its sole discretion may allow the

Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide all of the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued;
2. Documentation from the manufacturer that names the replacement product or model;
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

4.9 USAGE REPORT: The Contractor may be required to provide a usage report to the Procurement Manager.

4.10 DISCOUNTS: Payment discounts will be computed from the date receiving acceptable goods, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.11 NO ADVANCE PAYMENT: Advance payments will not be authorized; payment will be made only for actual goods or services that have been received.

4.12 FUND APPROPRIATION CONTINGENCY: The Parties recognize that the continuation of any contract after the close of any given fiscal year of the City of Goodyear, which fiscal year ends on June 30 of each year, shall be subject to appropriation and allocation of funds by the Goodyear City Council.

4.13 F.O.B. POINT: All prices are to be quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.

4.14 TAXES: Contractor shall be solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

## SECTION 5. TERMINATION

5.1 TERMINATION FOR CONVENIENCE: City at any time and for any reason and without cause may terminate this Contract or abandon any Services provided herein at Owner's convenience. In the event that the City shall terminate this Contract, or abandon any part of the Services, the City shall provide notice to the Contractor. Upon receipt of notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue further Services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

The Contractor shall appraise the services completed prior to receiving notice of the termination and deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Contractor under the contract, entirely or partially completed, together with all unused materials supplied by the City.

In the event of termination, Contractor shall be paid for services satisfactorily performed prior to receipt of notice of termination including reimbursable expenses then incurred. However, in no event shall the fee exceed that set forth in Section 4 of this Contract. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

The City shall make final payment within thirty (30) days after the Contractor has fully complied with the provisions of Section 5 and Contractor submits a correct and approved final invoice for the fee that has been agreed to by the Parties.

- 5.2 Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Goodyear is a violation of the contract and the City of Goodyear Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

## SECTION 6. RISK OF LOSS AND LIABILITY

- 6.1 INDEMNIFICATION: Unless a federal and state statute that expressly prohibits such indemnification, Contractor shall defend, indemnify, save and hold harmless the City of Goodyear, its officials, directors, officers, employees, agents, and representatives (hereinafter referred to as "Indemnitee") at all times after the date of this Contract from and against any and all Claims, caused by, relating to, arising out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, goods or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work, goods or service the Contractor may be legally liable in the performance of this Contract. The Indemnification provided hereunder shall extend to Claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

In consideration of the award of this contract, Contractor agrees to waive all rights of subrogation against Indemnitee for Claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. This indemnification provision shall survive the expiration or earlier termination of this Contract.

For purposes of this Indemnification provision the term Claims shall mean claims, suits, actions, demands, proceedings, losses, settlement payments, disbursements, expenses, and damages of every kind and description (including but not limited to costs, interest, awards, judgments, diminution in value, fines, penalties or other charges, reasonable attorneys' fees, other professionals' fees, court filing fees and costs, arbitration fees, witness fees, and each other fee and cost of investigating and defending, negotiating, appealing or asserting any claim for indemnification under this Contract) (collectively referred to "Litigation Expenses").

- 6.2 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK: The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or Services performed under this Contract. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including courts costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in

such suite or proceedings, it is so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

- 6.3 TITLE AND RISK OF LOSS: The title and risk of loss of material or services shall not pass to the City until the City actually receives and accepts the materials or services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.
- 6.4 ACCEPTANCE: All materials or services are subject to final inspection and acceptance by the City. Materials or services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following: a) Waive the non-conformance; b) Stop the work immediately; c) Bring materials into compliance; and/or d) Terminate the Contract and seek all remedies available in law and in equity. This shall be accomplished by a written determination by the City.
- 6.5 LOSS OF MATERIALS: The City does not assume any responsibility, at any time, for the protection of or for the loss of materials, from the execution of this Contract until the final acceptance of the work by the City.
- 6.6 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials and/or services. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
- 6.7 SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship goods or perform services under reservation, and no tender of an invoice or bill of lading will operate as a tender of the goods or services.
- 6.8 WORK PERFORMED AT CONTRACTOR'S RISK: Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 6.9 SAFETY STANDARDS: All items supplied pursuant to this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 6.10 PROJECT STAFFING: Prior to the start of any Services under this Contract, the Contractor shall submit to the City detailed resumes of key personnel that will be involved in performing Services prescribed in the Contract for review and approval. At any time hereafter that the Contractor desires to change key personnel while performing under the Scope, the Contractor shall submit the qualifications of the new personnel to the City for prior approval. Key personnel include but are not limited to the Contractor's principal-in-charge, project manager, project designer, project architect, system architect, system manager and system engineer.

The Contractor will maintain an adequate and competent staff of qualified persons throughout the performance of this Contract as necessary for acceptable and timely completion of the services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor shall take prompt corrective action and, if required, remove such personnel from the Project and replace them with the new personnel agreed to by the City.

- 6.11 SUBCONTRACTORS: Prior to beginning the work, the Contractor shall furnish the City for

approval the names of subcontractors to be used on this Project. Any subsequent changes are subject to the approval of the City.

- 6.12 DAMAGE TO CITY PROPERTY: Contractor shall perform all work so that no damage to any City buildings or property results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish in a manner which matches existing material as approved by the City at the Contractor's expense.
- 6.13 FORCE MAJEURE: Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision.. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

#### SECTION 7. INSURANCE TERMS AND CONDITIONS - GENERAL

- 7.1 Contractor and any Subcontractor shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A- and a category rating of not less than "8." Use of alternative insurers requires prior approval from City. Insurance provided by Contractor shall be primary.
- 7.2 The insurance requirements herein are minimum requirements for this Contract and the City in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor and Subcontractor, his agents, representatives, employees or subcontractors. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor.

Insurance coverage, other than Workers' Compensation and Professional Liability, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insured. Prior to commencing services under this Contract, Contractor shall furnish City with Certificates of Insurance or formal endorsements as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days advance Notice of Cancellation or Termination. Such certificates shall be sent directly to Office of Procurement, City of Goodyear, 190 N. Litchfield Road, Goodyear, Arizona 85338.

- 7.3 All insurance required herein shall be maintained in full force and effect until Services required to be performed and goods provided under the terms of the Contract are satisfactorily completed and formally accepted. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.

- 7.4 WORKERS' COMPENSATION: Contractor and Subcontractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over their employees engaged in the performance of the Services.
- 7.5 AUTOMOBILE LIABILITY: Contractor and Subcontractor shall maintain Commercial and Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of services herein. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
- 7.6 COMMERCIAL GENERAL LIABILITY: Contractor and Subcontractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this agreement. A general liability insurance policy may not be written on a "claims made" basis.
- 7.7 PROFESSIONAL LIABILITY: Not Applicable. Contractor and Subcontractor will maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Contractor or any person employed by him, with a limit of not less than \$1,000,000 each claim and \$2,000,000 all claims. All Professional Liability Insurance shall be maintained for a period of three years after completion of this Contract.
- 7.8 UMBRELLA/EXCESS LIABILITY: Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.
- 7.9 CLAIM REPORTING: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 7.10 VALUABLE PAPERS: Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Contractor used in the completion of this contract.
- 7.11 NOTICE OF CANCELLATION: Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City. Such notice shall be sent as provided in Section 7.3.

## SECTION 8. CONTRACT INTERPRETATION

- 8.1 DISPUTES, GOVERNING LAW, ATTORNEY FEES: Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Contract, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent and meaning.

This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The prevailing Party shall be

reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

- 8.2 PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract 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 the Contract shall forthwith be physically amended to make such insertion or correction.
- 8.3 PAROLE EVIDENCE: This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in trade shall be relevant to contradict, supplement or explain any term used in this Contract.
- 8.4 SEVERABILITY: If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 8.5 CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
1. Special Terms and Conditions
  2. Standard Terms and Conditions
  3. Statement or Scope of Work and Fee Schedule
  4. Specifications
  5. Attachments
  6. Exhibits
  7. Invitation to Bid, Instructions to Bidders and other documents referenced or included.
- 8.6 INTEGRATION: This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.
- 8.7 INDEPENDENT CONTRACTOR: Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 8.8 NON-WAIVER MONIES DUE: The City of Goodyear as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 8.9 AMBIGUITIES NOT HELD AGAINST DRAFTER: This Contract having been freely and voluntarily negotiated by all parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.

- 8.10 NON-WAIVER CONTRACT PROVISION: The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other Party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either Party to thereafter enforce each and every provision.
- 8.11 COOPERATION AND FURTHER DOCUMENTATION: The Contractor agrees to provide the City all duly executed documents as shall be reasonably requested by the City to implement the intent of this Contract.

## SECTION 9. CONTRACT ADMINISTRATION AND OPERATION

- 9.1 WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this Contract are considered the sole property of the City and must be delivered to the City upon termination, abandonment of the Contract or final payment to the Contractor and shall not be used or released by the Contractor without prior authorization from the City. Work product includes, but is not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interest Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the materials. Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract.
- 9.2 CONFIDENTIALITY AND ENCRYPTION: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the City Manager.

Personal identifying information, financial account information or restricted City information, whether electronic format or hard copy, are considered confidential information and must be secured and protected at all times to avoid unauthorized access. At a minimum Contractor shall ensure that all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used must have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

In the event that data collected or obtained by Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm and justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without further notice. The obligations of Contractor under this section shall survive the termination of this Contract.

- 9.3 CONFLICT OF INTEREST/THIRD PARTIES: Contractor shall provide written notice to the City as set forth in this section, of any work or Services performed by the Contractor for third parties that, to the extent that the Contractor is aware, involves or is associated with any real property or personal property owned or leased by the City or which may be adverse to the City. Notice shall be given seven (7) days prior to commencement of the Services by the Contractor for a third party. Written notice and disclosure shall be sent to:

Roric Massey, City Attorney  
City of Goodyear  
190 N. Litchfield Rd  
Goodyear, Arizona 85338

Actions that are considered to be adverse to the City include but are not limited to:

1. Using data acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
2. Testifying or providing evidence on behalf of any third party in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the Contractor, its subcontractors or employees independently of performing the services under this Contract, without the prior written consent of the City.

The Contractor represents that except for those persons, entities and projects identified to the City, the Services to be performed by the Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City. The Contractor's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of Contract.

- 9.4 CONFLICT AUDIT: Within thirty (30) days of being requested to do so, Contractor agrees to provide the City an itemized summary of any and all gifts a Contractor, its directors, officers, managers, employees, agents and/or representatives have made to any City employee during the year prior to the date of the Contract through the date of the request. The summary shall include the date the gift was made, a description of the gift, the City employee(s) that received the gift, and the value of the gift. The summary shall be signed and its truthfulness certified by Contractor. For purposes of this section the terms "Gift" means anything of value that is provided to the employee and includes, by way of example, but not limitation, meals, free use of vacation homes, low interest or no interest loans, tickets to sporting events, tickets to charitable events, entertainment expenses, travel expenses, drinks, and the like. The failure to comply with any request made pursuant to this section and/or the submission of a summary that contains material misrepresentations constitutes grounds for debarment and the refusal to allow Contractor to participate in any future contracts with the City.
- 9.5 AUDIT OF RECORDS: Contractor shall retain, and shall contractually require each and every subcontractor that performs any Work under this Contract to retain all books, accounts, reports, files and any and all other records relating to the contract (hereinafter referred to as "Contract Documents") for six (6) years after completion of the Contract. City, upon written request and at reasonable times, shall have the right to review, inspect, audit and copy all Contract Documents of the Contractor and any subcontractors. Contractor shall produce the original Contract Documents at City Hall, currently located at 190 N. Litchfield Road, Goodyear, Arizona, or at such other City facility within the City as designated by the City in writing. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.
- 9.6 AUDIT/BILLING AND EXPENSES: The City reserves the right to request supporting documentation for all hourly amounts, cost of goods and reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, the Contractor will furnish to the City original invoices to support all charges and complete payroll records to support such hourly labor charges. The City reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, the Contractor will provide supporting records electronically in addition to a hard copy.

If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, then Contractor shall also reimburse the City for the cost of the audit.

The Contractor shall include a similar provision in all of its agreements with subcontractor providing goods and/or services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the subcontractor records to verify the accuracy of any similar amounts charged to the City.

- 9.7 ADVERTISING: Contractor and all subcontractors shall not advertise or publish new releases concerning this Contract, goods or services provided to the City without prior written consent of the City Attorney.
- 9.8 CITY MARKS: The Contractor and all subcontractors shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 9.9 LICENSES AND PERMITS: Contractor and all subcontractors shall keep current federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 9.10 E-VERIFY. Contractor and all subcontractors warrant compliance with the e-verify statute, A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this contract, and shall subject this contract to penalties up to and including termination of the contract. The City retains the right to inspect the papers and records of any of Contractor's employees or any subcontractor employees working on the contract to ensure compliance with this requirement. For this section, Contractor shall have the meaning of Contractor as found in A.R.S. § 41-4401, and subcontractor has the same meaning as found in A.R.S. § 41-4401.
- 9.11 NON-DISCRIMINATION: Contractor and all subcontractors will not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.
- 9.12 COMPLIANCE WITH FEDERAL LAWS: The Contractor and all subcontractors understand and acknowledge the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Contract and to permit the City to verify such compliance.
- 9.13 SUDAN/IRAN: Contractor, on behalf of itself and any subcontractor retained to perform work under this Contract certifies, to the extent applicable under A.R.S. §§ 35-391 and 35-393 *et seq.* that neither has "scrutinized" business operations, as defined in the proceeding statutes in the countries of Sudan or Iran.
- 9.14 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of the Contractor during the continuation of any such dispute unless enjoined or prohibited by the City or an Arizona Court of competent jurisdiction.
- 9.15 COOPERATIVE STATEMENT: This contract shall be for the use of the City of Goodyear. In addition, specific eligible specific political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so.

- 9.16 CAPTIONS: The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.
- 9.17 BANKRUPTCY: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor.

#### SECTION 10. CONTRACT CHANGES

- 10.1 MODIFICATION: No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so. This section does not prohibit the City from unilaterally extending the contract term.
- 10.2 SUCCESSORS AND ASSIGNS: This Contract is binding on the parties' respective partners, successors, assigns, and legal representatives. Contractor will not assign, sublet, or transfer its right or interest in this Contract nor monies due, in whole or in part, or delegation any duty of Contractor without the prior written consent of the City. Any assignment or delegation made in violation of this section shall be void. In no event does this Contract create any contractual relationship between the City and any third party.
- 10.3 THIRD PARTY BENEFICIARY: Nothing under this Contract shall be construed to give any rights or benefits in the Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 10.4 AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (i) specifications; (ii) methods of shipment or packing; (iii) place of delivery; (iv) time of delivery; and/or (v) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or deliver schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Prior increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the City.
- 10.5 SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the goods, Service or Work specified herein without the advance written approval of the City.
- 10.6 CONTINGENT FEES: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Goodyear has any interest, financially, or otherwise, in the Contractor's business/firm. For breach or violation of this warranty, the City of Goodyear shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 10.7 LIENS: Contractor shall hold the City harmless from claimants supplying labor or materials to the contractor or subcontractors in the performance of the work required under this Contract.

#### SECTION 11. WARRANTY

- 11.1 GUARANTEE: Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it is shown that the defect was caused solely by misuse of the City.

- 11.2 QUALITY: Contractor expressly warrants that all goods and services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods and services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors and assigns.
- 11.3 RESPONSIBILITY FOR CORRECTION: Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the City. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 11.4 INVESTIGATION OF CONDITIONS: The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which it is to perform and enters into this Contract based upon the Contractor's own investigation.
- 11.5 WORKMANSHIP: Where not more specifically described in any of the various sections of the specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services or goods. All goods and services shall be provided and executed by personnel skilled in their respective lines of work. Contractor warrants that all goods and services delivered under this contract shall conform to the specifications of this contract. Additional warranty requirements may be set forth in the Solicitation.
- 11.6 RIGHT TO INSPECT PLANT: The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 11.7 PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL: All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 11.8 SURVIVAL: Sections 6, 7, 8, 9, 10 and 11 will survive the completion, termination and/or abandonment of this Contract.
- 11.9 COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state and local laws, codes and regulations; including all applicable building regulations, license and permits requirements.

## SECTION 12. CITY CONTRACTUAL RIGHTS

- 12.1 RIGHT OF ASSURANCE. Whenever the City in good faith has a reason to question the Contractor's intent or ability to perform, the City may demand that the Contractor give written assurance of the intent and ability to perform. In the event that a demand is made and no written assurance is given within five (5) work days, the City may treat this failure as an anticipatory repudiation of this contract.
- 12.2 NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.
- 12.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH: Each installment or lot of this Contract is dependent on every other installment or lot and a delivery of non-conforming goods or services or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a breach of the Contract as a whole.
- 12.4 TIME IS OF THE ESSENCE: Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. The City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 12.5 NON-EXCLUSIVE CONTRACT: The City reserves the right to purchase goods or services from another source only when necessary and determined appropriate by the City's Procurement Manager.
- 12.6 STRICT PERFORMANCE: Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.
- 12.7 CONFLICT OF INTEREST: This Contract is subject to the provisions of A.R.S. § 38-511 and may be canceled by the City, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee, consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract or any extension or amendment thereof, is in effect.
- 12.8 DEFAULT: In the case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (i) deduction from an unpaid balance due; (ii) collection against the bid and/or performance bond, or (iii) a combination of the aforementioned remedies or other remedies as provided by law.
- 12.9 NOTICES: Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To City:

190 N. Litchfield Road  
Goodyear, AZ 85338

To Contractor:

Copy to:  
Roric Massey  
City of Goodyear, City Attorney

190 N. Litchfield Road  
Goodyear, AZ 85338

12.10 This Contract shall be in full force and effect only when it has executed by duly authorized City officials and the duly authorized agent of the Contractor.

SECTION 13. CERTIFICATION:

13.1 By signing on the offer and acceptance page, the individual certifies that they are authorized to sign on behalf of Contractor and further certifies that (a) No collusion or other anti-competitive practices were engaged in to arrive at the terms of this Contract, and that this Contract is subject to the provisions of A.R.S. Section 38-511; (b) The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with this Contract. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resultant contract, and the Contractor may be debarred.

**END OF STANDARD TERMS AND CONDITIONS**

**SPECIAL TERMS AND CONDITIONS**

**CON-11-1720**

**END OF SPECIAL TERMS AND CONDITIONS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<b>Geri Custer Insurance Protection Team</b> <b>4545 E Shea Blvd, Suite 244</b> <b>Phoenix, AZ 85028-6048</b>	CONTACT NAME: <b>Kathy Ball-Irby</b>	
		PHONE (A/C, No, Ext): <b>(602)942-2669</b>	FAX (A/C, No): <b>(602)942-1408</b>
		E-MAIL ADDRESS: <b>kathy@insureUS.biz</b>	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	<b>Hydro Controls And Pump Systems Inc.</b> <b>2602 W. Townley Ave., Ste 7</b> <b>Phoenix, AZ 85021</b>	INSURER A: <b>Colorado Casualty Insurance Company</b>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 00003090-232457

REVISION NUMBER: 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	<b>CBP3506354</b>	05/30/2010	05/30/2011	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	<b>BA3506349</b>	05/30/2010	05/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>	N	N	<b>CU8771573</b>	05/30/2010	05/30/2011	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	<b>WC3506350</b>	05/30/2010	05/30/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Goodyear, Arizona</b> <b>Attn: Russ Welborn</b> <b>190 N. Litchfield Road</b> <b>Goodyear, AZ 85338</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (KAT)



## City of Goodyear, Arizona

### SOLICITATION

Finance Department  
Procurement  
190 North Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338  
Phone: 623-882-7845  
Fax: 623-925-0829

### Invitation for Bid OP 11-1720

Materials and/or Services: **Electrical – Mechanical Services**

Contract Type: **Firm Fixed Price**

Due Date: **January 12, 2011** Time: **3:30 PM** Arizona Time

Procurement Specialist: **Russ Welborn**

Phone: **623-882-7879** Email: **russ.welborn@goodyearaz.gov** Fax: **623-882-7890**

Mailing Address: City of Goodyear, City Hall Front Desk  
190 North Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338

All Offers must be received by the City of Goodyear, City Hall Front Desk, at the specified location by the date and time cited above. **Late Offers will not be considered.** Offers received by the correct date and time shall be publicly opened and read. Offerors are advised to carefully read the *entire* Solicitation Package. Offers that do not comply with all Instructions to Offerors may be disqualified.

Offerors must register as a vendor with the City of Goodyear at <https://procurement.goodyearaz.gov/bs/> to obtain a solicitation packet.

Attendance at the Pre-Offer Conference is mandatory, unless otherwise specified herein.

Pre-Offer Conference Date: , 2010

Time: AM

Location: No Pre-Offer Conference Necessary

All communications concerning this solicitation must be directed to responsible Procurement Specialist identified above, **via email** only. Communications with other City staff may disqualify you from the evaluation process.

Bob Carrier, CPPO, CPPB  
Procurement Manager

Published in the Arizona Republic Southwest Section on: December 22, 2010 and December 24, 2010

# INSTRUCTIONS TO OFFERORS

## OP 11-1720

### 1. PREPARATION OF OFFER

- a. It is the responsibility of all Offerors to examine the entire solicitation package and seek clarification from the responsible Procurement Specialist of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer.
- b. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or email bids will not be considered.
- c. The Offer and Acceptance document shall be submitted with an original **blue** ink signature by a person authorized to sign the Offer. Pricing documents and other documents which require information to be filled in must be done in ink, typewritten or computer printed. No Offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the Offer shall be initialed in original **blue** ink by the authorized person signing the Offer.
- d. It is the Offeror's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a bid non-responsive.
- e. Offers shall be submitted in a sealed envelope provided by the Offeror, and should include the Offeror's name, address and solicitation number on outside of the sealed envelope/package.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of the Offeror to submit the offer at the place and by the time provided in the solicitation.
- h. Negligence in preparing an offer confers no right of withdrawal after the due date and time of the offer. No offer shall be altered, amended, or withdrawn after the specified offer due date and time.
- i. Offers shall include all costs as described and indicated by the specifications. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- j. If price is a consideration, and in case of error in the extension of prices in the offer, the unit price shall govern.
- k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- l. Offeror shall submit one (1) original copy of their offer, marked "original" and one (1) CD/DVD (MS Office Adobe Acrobat format) with their bid and 1 copies.

2. SERIAL NUMBERS

Offers shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

3. BRAND NAMES

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Offeror which proposes equal or greater quality, design or performance may be considered. The City has the sole authority to accept or reject any like items.

4. SUBSTITUTIONS OR EXCEPTIONS

The City reserves the option to not consider offers for award if the Offeror: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Offeror does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. DESCRIPTIVE LITERATURE

All bidders shall include complete manufacturer's descriptive literature regarding the equipment and goods they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

6. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

7. INQUIRIES

Any questions related to the solicitation shall be directed to the responsible Procurement Specialist whose name appears on the front page **via email only**. The Offeror shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the close of business five (5) calendar days prior to the opening date.

8. BONDING

**NOT APPLICABLE** A bid bond for one hundred (100%) of the offer price is required to be submitted with the offer.

**NOT APPLICABLE** A performance bond for one hundred (100%) of the Contract price is required at the time of execution of the Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

**NOT APPLICABLE** A payment bond for one hundred (100%) of the Contract price is required at the time of execution of this Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

9. PRE-OFFER CONFERENCE

A Pre-Offer Conference may be held. Attendance at scheduled Pre-Offer Conferences is mandatory. The date, time and location of the conference are indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the solicitation. *Oral statements or instructions will not constitute an amendment to this solicitation.*

10. LATE OFFERS/MODIFICATIONS/WITHDRAWALS

Offers, modifications of offers, and withdrawals received *after* the due date and time specified for receipt will be rejected and returned to the Offeror unopened. An Offeror (or designated representative) may withdraw their offer via email to the responsible Procurement Specialist any time *prior* to the solicitation due date and time.

11. AMENDMENT OF SOLICITATION

The Offeror must submit a signed copy of any solicitation amendment(s) with their offer. It is the responsibility of the Offeror to obtain the amendment from the City website.

12. PUBLIC RECORD/CONFIDENTIAL INFORMATION

All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Offeror believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Offeror to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Offeror believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Offeror in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Offeror prior to the release of the information.

13. OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation; the City requires an offer in response to this Invitation for Bid to be valid for one hundred twenty (120) days after the opening time and date.

13. DISCUSSIONS

After initial receipt of offers, discussions to clarify offers and to assure the unit offered meets the minimum requirements of the offer, may be conducted with Offeror who submitted offers determined to be reasonably susceptible of being selected for award.

14. AWARD OF CONTRACT

a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Offeror states otherwise, or unless provided within this solicitation, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all offers, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.

- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, offers do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.
- c. In the event the City should receive two or more identical offers, the awardee will be determined by lottery.

14. BUSINESS REGISTRATION PERMIT

All Offerors awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Tina Daniels at (623) 882-7874 or [tina.daniels@goodyearaz.gov](mailto:tina.daniels@goodyearaz.gov).

15. PROTESTS

- a. Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Bob Carrier, CPPO, CPPB  
 Procurement Manager  
 City of Goodyear  
 P.O. Box 5100  
 190 North Litchfield Road  
 Goodyear, AZ 85338

Roric Massey  
 City Attorney  
 City of Goodyear  
 P.O. Box 5100  
 190 North Litchfield Road  
 Goodyear AZ 85338

- b. Writing: All protests must be in writing and shall include the following information:
  - The name, address and telephone number of the protester;
  - The signature of the protester or its representative;
  - The solicitation or contract number;
  - A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
  - The form of relief requested. R3-4-16.01
- c. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.
  - *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
  - *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.
- d. The Procurement Manager is required to notify all interested parties that a protest has been filed

**END OF INSTRUCTIONS TO OFFERORS**

## **SCOPE OF WORK**

**OP 11-1720**

### **Section I – Description**

- A. The purpose of this IFB is for the City of Goodyear to obtain the lowest possible price for electrical and electrical/mechanical services.

### **Section II – Specifications**

- A. General Requirements:  
See attached Fee Schedule.

- B. Licenses:  
Contractor shall submit with their bid, copies of current local, state and federal licenses held by Contractor. All licenses must remain current throughout the term of the contract.

- C. Business Hours:  
Normal business hours shall generally be from 7:00 a.m. – 5:00 p.m., Monday through Friday. All work shall comply with City of Goodyear ordinances. Work performed during non-business hours shall be on an emergency basis only and must be approved in advance by the City of Goodyear.

- D. Acceptance:  
All services requested shall be completed in accordance with the appropriate City representative.

**END OF SCOPE OF WORK**

**FEE SCHEDULE**

**OP 11-1720**

**Offeror shall provide pricing for the following:**

**Samples of components and systems needing electrical services:**

**120V-208V receptacles, 277V-480V exhaust fans, AC/DC motor (1 to 300 HP) repair and re-winding, new motors, motor starters, electrical panels, instrumentation and control panels, light bulb (220V – 240V) replacement on lights 15' to 80' high, timers (110V – 220V), main service disconnects up to 480 volts (switch gear), power utility circuits, contactors, relays, Warrick controls, multifunction switches (HOA), variable frequency drive systems, emergency power transfer switch systems, volt regulators (power transformers), cables of various types and duct banks, equipment utilizing 4 – 20 milli-amp signal, level and pressure transducers, magnetic meters, SCADA radio and PLC's**

<b>Standard Service call out charge</b>	<b>\$ <u>55.00</u></b>
<b>Emergency (24/7) after hours call out charge</b>	<b>\$ <u>82.50</u></b>
<b>Weekday labor rate, hourly, normal response time 24 hours</b>	<b>\$ <u>55.00</u></b>
<b>Weekday after hours labor rate, hourly, urgent response time 3 hours</b>	<b>\$ <u>82.50</u></b>
<b>Weekend labor rate, hourly, urgent response time 3 hours</b>	<b>\$ <u>82.50</u></b>
<b>Holiday labor rate, hourly, urgent response time 3 hours</b>	<b>\$ <u>110.00</u></b>
<b>Flat Rate Labor Charge for Annual Maintenance (cost for parts must be pre-approved)</b>	<b>\$ <u>55.00</u></b>
<b>Discount off parts Provide full list on separate page included with your bid.</b>	<b><u>0</u> %</b>

**Samples of components and systems needing electrical/mechanical services:  
Solenoids, valve actuators, pressure switches and pump repair (all types)**

Standard Service call out charge	\$ <u>55.00</u>
Emergency (24/7) after hours call out charge	\$ <u>82.50</u>
Weekday labor rate, hourly, normal response time 24 hours	\$ <u>55.00</u>
Weekday after hours labor rate, hourly, urgent response time 3 hours	\$ <u>82.50</u>
Weekend labor rate, hourly, urgent response time 3 hours	\$ <u>82.50</u>
Holiday labor rate, hourly, urgent response time 3 hours	\$ <u>110.00</u>
Flat Rate Labor Charge for Annual Maintenance (cost for parts must be pre-approved)	\$ <u>55.00</u>
Discount off parts Provide full list on separate page included with your bid.	<u>0</u> %

**Samples of components and systems needing mechanical services:  
A/C units, lighting-277, air handler unit and 4 VAV boxes, vibration analysis, bearing replacement**

Standard Service call out charge	\$ <u>75.00</u>
Emergency (24/7) after hours call out charge	\$ <u>112.00</u>
Weekday labor rate, hourly, normal response time 24 hours	\$ <u>75.00</u>
Weekday after hours labor rate, hourly, urgent response time 3 hours	\$ <u>112.50</u>
Weekend labor rate, hourly, urgent response time 3 hours	\$ <u>112.50</u>
Holiday labor rate, hourly, urgent response time 3 hours	\$ <u>150.00</u>
Flat Rate Labor Charge for Annual Maintenance (cost for parts must be pre-approved)	\$ <u>75.00</u>
Discount off parts Provide full list on separate page included with your bid.	<u>0</u> %

City may award to multiple vendors by line item or any combination thereof.

**Local Sales Tax**

3.5%

**State Sales Tax**

7.3%

**END OF FEE SCHEDULE**



05/05/2011

Re: City of Goodyear Contract

Mr. Todd Carpenter:

Hydro Controls and Pump Systems, Inc. would be privileged to allow the City of Avondale to piggyback our contract with the City of Goodyear. Hydro Controls and Pump Systems, Inc. will honor the exact same contract pricing to the City of Avondale as it is written in the contract with the City of Goodyear. We look forward to working with you. If you have any questions, please feel free to contact me.

Thank You,

Angela Schneider  
Office Manager  
Hydro Controls and Pump Systems, Inc.  
P) 602-944-0845  
F) 602-944-0845  
angela@hydrocontrolsinc.com

■■■    ■■■  
2602 W. Townley Ave Suite #7  
Phoenix, AZ 85021

Office: 602-944-0845  
Fax: 602-944-0853

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
HYDRO CONTROLS & PUMP SYSTEMS, INC.

See following pages (to be attached subsequent to execution).



ROC 232307    ROC 232308    ROC 269402

05/05/2011

Re: City of Goodyear Contract

Mr. Todd Carpenter:

Hydro Controls and Pump Systems, Inc. would be privileged to allow the City of Avondale to piggyback our contract with the City of Goodyear. Hydro Controls and Pump Systems, Inc. will honor the exact same contract pricing to the City of Avondale as it is written in the contract with the City of Goodyear. We look forward to working with you. If you have any questions, please feel free to contact me.

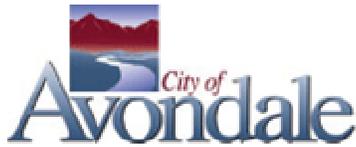
Thank You,

Angela Schneider  
Office Manager  
Hydro Controls and Pump Systems, Inc.  
P) 602-944-0845  
F) 602-944-0845  
angela@hydrocontrolsinc.com



2602 W. Townley Ave Suite #7  
Phoenix, AZ 85021

Office: 602-944-0845  
Fax: 602-944-0853



# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract Award - Combs Construction Company Inc.

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a construction contract with Combs Construction Company, Inc. to provide construction services for the 107th Avenue, Roosevelt Irrigation District (RID) canal to Indian School Roadway and Traffic Signal Improvements and Thomas Road, Avondale Boulevard to 107th Avenue Improvements project in the amount of \$1,597,231.11 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The current Capital Improvement Program includes projects for roadway and traffic signal improvements on 107th Avenue from the RID canal to Indian School Road and roadway improvements on Thomas Road from Avondale Boulevard to 107th Avenue. In 2008, at the request of the Tolleson Union High School District No. 214 (TUHSD or District) and the high school administration, the City of Avondale conducted a traffic engineering safety study for Westview High School. The study found that a traffic signal was warranted.

In 2010, TUHSD notified the City that funding was available and subsequently provided the City with construction plans for the traffic signal infrastructure. These documents have been incorporated into the City's planned capital improvements to 107th Avenue in the same area.

On December 6, 2010, City Council approved an Intergovernmental Agreement (IGA) with TUHSD. The IGA establishes the District's and the City's responsibilities pertaining to the construction and installation of the traffic signal infrastructure and related site improvements.

**DISCUSSION:**

The scope of work for this project will include:

- Removing and replacing asphaltic concrete pavement
- Mill and overlaying
- Installing a raised median with landscaping and landscape irrigation
- Installing a complete traffic signal, fiber optic cable, splice vaults, detector loops
- Sidewalk, ramps, curb and gutter
- Signing and striping
- Applying Type III Micro-seal
- Miscellaneous installations, removals and adjustments

**BID PROCESS:**

Requests-for-Bid notices were published in the West Valley View on May 3 and May 10, 2011, and the Arizona Business Gazette on May 5, 2011. The Engineering Department held a mandatory pre-

bid meeting on May 12, 2011. Eight (8) bids were received and opened on May 24, 2011. Each bid package was reviewed and all bidders met the bidding requirements. The firms submitting bids and the amount of their bids are as follows:

<b><u>BIDDER</u></b>	<b><u>BID AMOUNT</u></b>	<b><u>M/DBE</u></b>
Nesbitt Contracting	\$1,764,353.16	No
Combs Construction	\$1,597,231.11	No
Visus, Inc.	\$1,767,869.40	No
Standard Construction	\$1,987,438.46	No
Markham Contracting	\$1,750,211.98	No
DCS Contracting	\$1,810,461.77	No
Banicki Construction	\$1,720,261.54	No
AJP Electric, Inc.	\$1,998,214.82	No

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

Combs Construction Company Inc. with a bid of \$1,597,231.11 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Combs Construction Company Inc. to be competent and qualified for this project. Combs Construction Company Inc. has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. The contract is on file with the City Clerk.

#### **SCHEDULE:**

A tentative construction schedule is as follows:

<b><u>PROJECT MILESTONES</u></b>	<b><u>TARGET DATES</u></b>
Issue Notice of Award	06/07/11
Pre-Construction Conference	06/09/11
Notice to Proceed	06/14/11
Begin Construction	06/21/11
Completion	09/21/11

#### **BUDGETARY IMPACT:**

Funding in the amount of \$631,057.11 is available in CIP Street Fund Line Item No. 304-1273-00-8420, 107th Ave, Indian School to RID and \$966,174 is available in CIP Street Fund Line Item 304-1274-00-8420, Thomas - 107th Ave to Avondale Boulevard.

#### **RECOMMENDATION:**

Staff recommends that the City Council approve a construction contract with Combs Construction Company, Inc. to provide construction services for the 107th Avenue, RID to Indian School Roadway and Traffic Signal Improvements and Thomas Road, Avondale Boulevard to 107th Avenue Improvements project in the amount of \$1,597,231.11 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

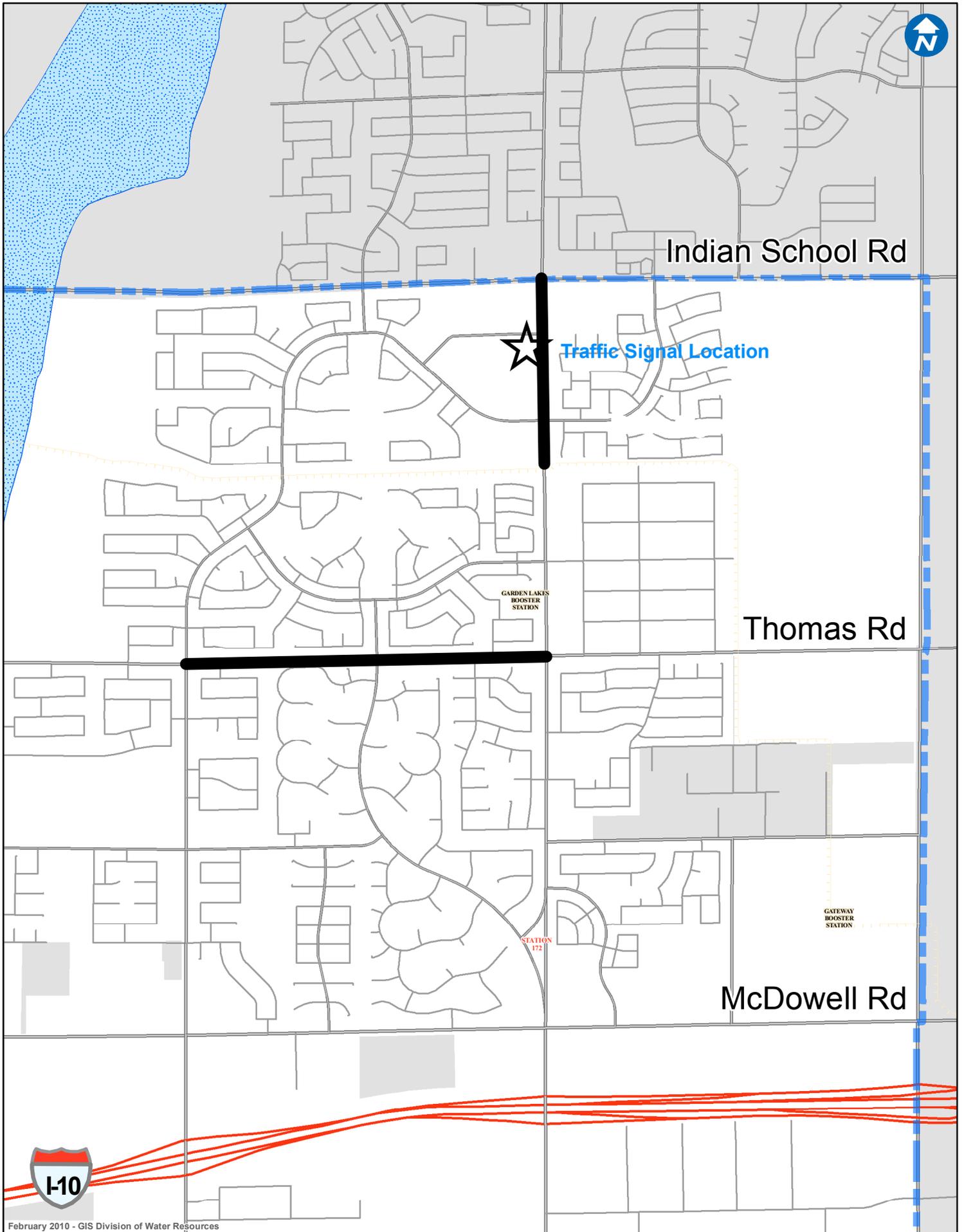
#### **ATTACHMENTS:**

Click to download

 [Project Vicinity Map](#)

 [Bid Tab](#)

# VICINITY MAP



February 2010 - GIS Division of Water Resources

Mill and Micro Seal for Thomas Rd from Avondale Blvd. to 107th  
& 107th Ave. from Indian School to RID Canal

**CITY OF AVONDALE**  
**BID TABULATION**  
**EN11-049 107th Ave, RID to Indian School Roadway TS Improvements Thomas Rd, Avondale Blvd to 107th Ave Improvements (ST1273 ST1274)**  
**BID DATE: May 24, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Nesbitt Contracting		Combs Construction		Visus Inc		Standard Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
				Price	Price	Price	Price	Price	Price	Price	Price
107.02000	NPDES/SWPPP	1	LS	\$ 7,800.00	\$ 7,800.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 14,500.00	\$ 14,500.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
108.01000	Construction Surveying & Layout	1	LS	\$ 6,600.00	\$ 6,600.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
108.01010	Preparation of As-Built Record Documents	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 600.00	\$ 600.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
109.09000	Mobilization/Demobilization	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 109,900.00	\$ 109,900.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
301.01000	Subgrade Preparation	34,549	SY	\$ 2.75	\$ 95,009.75	\$ 2.05	\$ 70,825.45	\$ 3.50	\$ 120,921.50	\$ 3.00	\$ 103,647.00
310.03000	Aggregate Base Course (10")	4,830	Ton	\$ 13.00	\$ 62,790.00	\$ 11.00	\$ 53,130.00	\$ 15.00	\$ 72,450.00	\$ 27.00	\$ 130,410.00
316.01000	Asphalt Pavement Crack Sealing	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 2,600.00	\$ 2,600.00	\$ 3,000.00	\$ 3,000.00	\$ 25,000.00	\$ 25,000.00
317.01025	Mill 2.5-in AC	4600	SY	\$ 1.85	\$ 8,510.00	\$ 1.70	\$ 7,820.00	\$ 4.00	\$ 18,400.00	\$ 2.50	\$ 11,500.00
321.00203	AC Surface Course (19 mm), High Volume Marshall mix {2.25-Inches}	1,165	Ton	\$ 67.75	\$ 78,928.75	\$ 60.00	\$ 69,900.00	\$ 60.00	\$ 69,900.00	\$ 70.00	\$ 81,550.00
321.00203	AC Surface Course (19 mm), High Volume Marshall mix {2.5-Inches}	5,385	Ton	\$ 67.00	\$ 360,795.00	\$ 59.00	\$ 317,715.00	\$ 60.00	\$ 323,100.00	\$ 70.00	\$ 376,950.00
321.00300	AC Base Course (19.0 mm), High Volume Marshall mix {2.25-Inches}	1,685	Ton	\$ 67.00	\$ 112,895.00	\$ 59.00	\$ 99,415.00	\$ 60.00	\$ 101,100.00	\$ 70.00	\$ 117,950.00
321.00300	AC Base Course (19.0 mm), High Volume Marshall mix {2.50-Inches}	3,512	Ton	\$ 67.00	\$ 235,304.00	\$ 59.00	\$ 207,208.00	\$ 60.00	\$ 210,720.00	\$ 70.00	\$ 245,840.00
321.00300	AC Base Course (19.0 mm), High Volume Marshall mix {3.00-Inches}	780	Ton	\$ 67.00	\$ 52,260.00	\$ 63.00	\$ 49,140.00	\$ 60.00	\$ 46,800.00	\$ 70.00	\$ 54,600.00
329.01000	Bituminous Tack Coat (SS-1)	10	Ton	\$ 550.00	\$ 5,500.00	\$ 710.00	\$ 7,100.00	\$ 600.00	\$ 6,000.00	\$ 775.00	\$ 7,750.00
332.10300	MAG Type III Micro-Seal Application	12,924	SY	\$ 3.50	\$ 45,234.00	\$ 3.35	\$ 43,295.40	\$ 3.50	\$ 45,234.00	\$ 5.25	\$ 67,851.00
336.02100	Asphalt Patching	2,600	LF	\$ 9.75	\$ 25,350.00	\$ 3.50	\$ 9,100.00	\$ 3.00	\$ 7,800.00	\$ 2.00	\$ 5,200.00
340.01110	6" Vertical Curb and Gutter, MAG 220-1, Type "A"	320	LF	\$ 12.00	\$ 3,840.00	\$ 8.50	\$ 2,720.00	\$ 10.00	\$ 3,200.00	\$ 12.00	\$ 3,840.00
340.01150	6" Single Curb MAG 222, Type "A"	3,250	LF	\$ 14.00	\$ 45,500.00	\$ 6.75	\$ 21,937.50	\$ 10.00	\$ 32,500.00	\$ 10.00	\$ 32,500.00
340.01158	8" Single Curb MAG 222 Type "A"	450	LF	\$ 16.00	\$ 7,200.00	\$ 7.50	\$ 3,375.00	\$ 8.00	\$ 3,600.00	\$ 11.00	\$ 4,950.00
340.01300	Concrete Sidewalk Ramps, MAG 231	6	EA	\$ 1,150.00	\$ 6,900.00	\$ 950.00	\$ 5,700.00	\$ 1,000.00	\$ 6,000.00	\$ 1,300.00	\$ 7,800.00
340.01303	Concrete Sidewalk Ramp, MAG 235-2	5	EA	\$ 1,250.00	\$ 6,250.00	\$ 950.00	\$ 4,750.00	\$ 700.00	\$ 3,500.00	\$ 1,300.00	\$ 6,500.00

**CITY OF AVONDALE  
 BID TABULATION  
 EN11-049 107th Ave, RID to Indian School Roadway TS Improvements Thomas Rd, Avondale Blvd to 107th Ave Improvements (ST1273 ST1274)  
 BID DATE: May 24, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Nesbitt Contracting		Combs Construction		Visus Inc		Standard Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
340.01304	Concrete Sidewalk Ramp, MAG 235-3	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 800.00	\$ 3,200.00	\$ 700.00	\$ 2,800.00	\$ 1,300.00	\$ 5,200.00
340.01307	Pedestrian Ramp, City of Avondale A1237-1	1	EA	\$ 1,400.00	\$ 1,400.00	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,300.00	\$ 1,300.00
340.01800	Concrete Access Pads A1073 (Modified Per Traffic Signal Plan)	1	LS	\$ 350.00	\$ 350.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
340.04221	Colored, Stamped Concrete Median Paver	1,100	SF	\$ 6.50	\$ 7,150.00	\$ 5.50	\$ 6,050.00	\$ 10.00	\$ 11,000.00	\$ 5.00	\$ 5,500.00
340.04225	Median Nose Transition	3	EA	\$ 335.00	\$ 1,005.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 475.00	\$ 1,425.00
345.01110	Adjust Sewer Manhole Frame & Cover to Grade (COA Std. Det. A1216)	1	EA	\$ 500.00	\$ 500.00	\$ 385.00	\$ 385.00	\$ 500.00	\$ 500.00	\$ 425.00	\$ 425.00
345.01410	Adjust Water Valve Box and Cover to Grade ( COA Std. Dtl. A1310)	6	EA	\$ 275.00	\$ 1,650.00	\$ 335.00	\$ 2,010.00	\$ 400.00	\$ 2,400.00	\$ 350.00	\$ 2,100.00
350.01300	Removal of Existing Asphalt Concrete Pavement (sawcut incidental)	42,718	SY	\$ 2.25	\$ 96,115.50	\$ 1.31	\$ 55,960.58	\$ 3.00	\$ 128,154.00	\$ 4.00	\$ 170,872.00
350.01800	Remove Existing Concrete Curb and Gutter	320	LF	\$ 5.00	\$ 1,600.00	\$ 6.00	\$ 1,920.00	\$ 4.00	\$ 1,280.00	\$ 5.50	\$ 1,760.00
350.01900	Removal of Concrete sidewalk, Driveway, or Valley Gutter	859	SF	\$ 2.00	\$ 1,718.00	\$ 2.25	\$ 1,932.75	\$ 4.00	\$ 3,436.00	\$ 2.00	\$ 1,718.00
350.01951	Remove Existing Concrete Ramps	358	SF	\$ 2.00	\$ 716.00	\$ 2.25	\$ 805.50	\$ 6.00	\$ 2,148.00	\$ 3.00	\$ 1,074.00
350.04000	Remove and Salvage Traffic Signs	56	EA	\$ 60.00	\$ 3,360.00	\$ 20.00	\$ 1,120.00	\$ 35.00	\$ 1,960.00	\$ 175.00	\$ 9,800.00
351.46004	Remove and Salvage Streetlight Poles	2	EA	\$ 255.00	\$ 510.00	\$ 275.00	\$ 550.00	\$ 300.00	\$ 600.00	\$ 600.00	\$ 1,200.00
401.01000	Traffic Control	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 35,000.00	\$ 35,000.00	\$ 29,581.00	\$ 29,581.00	\$ 30,000.00	\$ 30,000.00
401.01100	Uniformed Off-Duty Officer (Allowance)	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
401.04000	Safety Post, MAG 140	2	EA	\$ 450.00	\$ 900.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00
405.00010	Survey Monument, (MAG 120-1, Type "A")	9	EA	\$ 300.00	\$ 2,700.00	\$ 250.00	\$ 2,250.00	\$ 500.00	\$ 4,500.00	\$ 550.00	\$ 4,950.00
430.01025	Shrubs (5 Gallon)	512	EA	\$ 7.50	\$ 3,840.00	\$ 12.00	\$ 6,144.00	\$ 22.00	\$ 11,264.00	\$ 15.00	\$ 7,680.00
430.01053	Tree (Per Technical Specifications)	32	EA	\$ 300.00	\$ 9,600.00	\$ 200.00	\$ 6,400.00	\$ 350.00	\$ 11,200.00	\$ 210.00	\$ 6,720.00
430.03000	Pre-Emergent Weed Control	11,000	SF	\$ 0.10	\$ 1,100.00	\$ 0.06	\$ 660.00	\$ 0.05	\$ 550.00	\$ 0.06	\$ 660.00
430.30000	Decomposed Granite (2" Thick)	80	Ton	\$ 150.00	\$ 12,000.00	\$ 50.00	\$ 4,000.00	\$ 80.00	\$ 6,400.00	\$ 50.00	\$ 4,000.00
440.01300	Drip Irrigation System	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 14,500.00	\$ 14,500.00	\$ 21,000.00	\$ 21,000.00	\$ 14,500.00	\$ 14,500.00
460.02000	Remove Thermoplastic Stripe	7,635	LF	\$ 0.45	\$ 3,435.75	\$ 0.50	\$ 3,817.50	\$ 0.53	\$ 4,046.55	\$ 0.50	\$ 3,817.50

**CITY OF AVONDALE**  
**BID TABULATION**  
**EN11-049 107th Ave, RID to Indian School Roadway TS Improvements Thomas Rd, Avondale Blvd to 107th Ave Improvements (ST1273 ST1274)**  
**BID DATE: May 24, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Nesbitt Contracting		Combs Construction		Visus Inc		Standard Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
460.02100	Remove Thermoplastic Symbol ("STOP")	5	EA	\$ 55.00	\$ 275.00	\$ 30.00	\$ 150.00	\$ 60.00	\$ 300.00	\$ 65.00	\$ 325.00
460.02110	Remove Thermoplastic Arrow (Thru or Right Turn)	4	EA	\$ 55.00	\$ 220.00	\$ 30.00	\$ 120.00	\$ 60.00	\$ 240.00	\$ 65.00	\$ 260.00
462.01100	100mm (4") White Thermoplastic Traffic Stripe	65,380	LF	\$ 0.30	\$ 19,614.00	\$ 0.43	\$ 28,113.40	\$ 0.50	\$ 32,690.00	\$ 0.35	\$ 22,883.00
462.01200	100mm (4") Yellow Thermoplastic Traffic Stripe	30,702	LF	\$ 0.30	\$ 9,210.60	\$ 0.43	\$ 13,201.86	\$ 0.50	\$ 15,351.00	\$ 0.30	\$ 9,210.60
462.01500	Thermoplastic Pavement Symbol ("ONLY")	1	EA	\$ 160.00	\$ 160.00	\$ 80.00	\$ 80.00	\$ 115.00	\$ 115.00	\$ 190.00	\$ 190.00
462.01511	Thermoplastic Left Turn Arrow	25	EA	\$ 135.00	\$ 3,375.00	\$ 80.00	\$ 2,000.00	\$ 100.00	\$ 2,500.00	\$ 160.00	\$ 4,000.00
462.01512	Thermoplastic Right Turn Arrow	3	EA	\$ 160.00	\$ 480.00	\$ 80.00	\$ 240.00	\$ 100.00	\$ 300.00	\$ 160.00	\$ 480.00
462.01519	Thermoplastic Right/Left Arrow	2	EA	\$ 165.00	\$ 330.00	\$ 170.00	\$ 340.00	\$ 190.00	\$ 380.00	\$ 200.00	\$ 400.00
462.01520	Thermoplastic Symbol Bike & Arrow	7	EA	\$ 275.00	\$ 1,925.00	\$ 170.00	\$ 1,190.00	\$ 125.00	\$ 875.00	\$ 315.00	\$ 2,205.00
463.01100	Reflectorized Raised Pavement Marker (Type D, Clear 1-way)	305	EA	\$ 2.75	\$ 838.75	\$ 3.50	\$ 1,067.50	\$ 4.00	\$ 1,220.00	\$ 4.00	\$ 1,220.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear 1-way)	167	EA	\$ 2.75	\$ 459.25	\$ 3.50	\$ 584.50	\$ 4.00	\$ 668.00	\$ 4.00	\$ 668.00
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-way) Per COA Std. Det. 1037	8	EA	\$ 2.75	\$ 22.00	\$ 3.50	\$ 28.00	\$ 8.00	\$ 64.00	\$ 4.00	\$ 32.00
464.02000	Perforated Sign Post	587	LF	\$ 20.00	\$ 11,740.00	\$ 7.00	\$ 4,109.00	\$ 16.00	\$ 9,392.00	\$ 8.00	\$ 4,696.00
465.01003	Flat Sheet Aluminum Sign Panels, Diamond Grade	424	SF	\$ 22.00	\$ 9,328.00	\$ 20.50	\$ 8,692.00	\$ 13.00	\$ 5,512.00	\$ 24.00	\$ 10,176.00
471.60057	Pull Box No. 7 w/ Extension	7	EA	\$ 235.00	\$ 1,645.00	\$ 240.00	\$ 1,680.00	\$ 800.00	\$ 5,600.00	\$ 275.00	\$ 1,925.00
471.61280	2" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	10	LF	\$ 2.00	\$ 20.00	\$ 2.00	\$ 20.00	\$ 11.00	\$ 110.00	\$ 2.50	\$ 25.00
471.61285	2-1/2" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	100	LF	\$ 2.75	\$ 275.00	\$ 3.00	\$ 300.00	\$ 8.00	\$ 800.00	\$ 3.50	\$ 350.00
471.61380	3" w /1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	20	LF	\$ 3.25	\$ 65.00	\$ 3.50	\$ 70.00	\$ 12.00	\$ 240.00	\$ 4.00	\$ 80.00
471.61384	2-3" w/2500# Detectable Mule Tape (Trench per Plan Detail)	1,180	LF	\$ 6.00	\$ 7,080.00	\$ 6.00	\$ 7,080.00	\$ 9.00	\$ 10,620.00	\$ 6.50	\$ 7,670.00
471.61385	2-3" w/2500# Detectable Mule Tape (Horizontal Boring):	120	LF	\$ 27.00	\$ 3,240.00	\$ 28.00	\$ 3,360.00	\$ 27.00	\$ 3,240.00	\$ 30.00	\$ 3,600.00
471.61480	4" w /1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	30	LF	\$ 4.00	\$ 120.00	\$ 4.25	\$ 127.50	\$ 13.00	\$ 390.00	\$ 5.00	\$ 150.00
471.61482	2-4" w 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	130	LF	\$ 7.50	\$ 975.00	\$ 8.00	\$ 1,040.00	\$ 10.00	\$ 1,300.00	\$ 9.00	\$ 1,170.00
471.61483	2-4" w 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Horizontal Boring)	236	LF	\$ 30.00	\$ 7,080.00	\$ 30.00	\$ 7,080.00	\$ 30.00	\$ 7,080.00	\$ 35.00	\$ 8,260.00

**CITY OF AVONDALE**  
**BID TABULATION**  
**EN11-049 107th Ave, RID to Indian School Roadway TS Improvements Thomas Rd, Avondale Blvd to 107th Ave Improvements (ST1273 ST1274)**  
**BID DATE: May 24, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Nesbitt Contracting		Combs Construction		Visus Inc		Standard Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
472.61200	Pole Foundation ADOT Type G	1	EA	\$ 650.00	\$ 650.00	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	\$ 775.00	\$ 775.00
472.61300	Pole Foundation MCDOT Type Q	2	EA	\$ 1,100.00	\$ 2,200.00	\$ 1,150.00	\$ 2,300.00	\$ 2,500.00	\$ 5,000.00	\$ 1,300.00	\$ 2,600.00
472.61400	Pole Foundation MCDOT Type R	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 1,150.00	\$ 1,150.00	\$ 2,500.00	\$ 2,500.00	\$ 1,300.00	\$ 1,300.00
472.62120	Service Pedestal/UPS Cabinet Foundation	1	EA	\$ 650.00	\$ 650.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 775.00	\$ 775.00
473.71001	Video Detection System (INSTALL ONLY)	1	EA	\$ 475.00	\$ 475.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
474.60121	ADOT Type G Signal Pole (INSTALL ONLY)	1	EA	\$ 215.00	\$ 215.00	\$ 225.00	\$ 225.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
474.60561	ADOT Type Q Signal Pole 30' M.A. (INSTALL ONLY)	1	EA	\$ 990.00	\$ 990.00	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 1,150.00	\$ 1,150.00
474.60571	Type Q Signal Pole 35' M.A. (INSTALL ONLY)	1	EA	\$ 1,050.00	\$ 1,050.00	\$ 1,100.00	\$ 1,100.00	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00
474.60751	Type R Signal Pole 45' M.A. (INSTALL ONLY)	1	EA	\$ 1,120.00	\$ 1,120.00	\$ 1,200.00	\$ 1,200.00	\$ 650.00	\$ 650.00	\$ 1,300.00	\$ 1,300.00
474.63006	Pedestrian Push Button & Signs (Bulldog Type)(INSTALL ONLY)	4	EA	\$ 80.00	\$ 320.00	\$ 80.00	\$ 320.00	\$ 130.00	\$ 520.00	\$ 90.00	\$ 360.00
474.62021	Traffic Signal Controller, Cabinet Assembly & Foundation (INSTALL ONLY)	1	EA	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00
475.83010	Tomar Emergency Pre-emption w/ Confirmation Light(3 Detectors, 1-Processor) (INSTALL ONLY)	1	EA	\$ 475.00	\$ 475.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 550.00	\$ 550.00
476.01101	Traffic Signal Face (Type F)(Type II Mounting) (INSTALL ONLY)	7	EA	\$ 325.00	\$ 2,275.00	\$ 325.00	\$ 2,275.00	\$ 120.00	\$ 840.00	\$ 375.00	\$ 2,625.00
476.01201	Traffic Signal Face (Type G) with Mounting Assemblies (INSTALL ONLY)	1	EA	\$ 325.00	\$ 325.00	\$ 350.00	\$ 350.00	\$ 120.00	\$ 120.00	\$ 375.00	\$ 375.00
476.01301	Traffic Signal Face (Type Q) with Mounting Assemblies (INSTALL ONLY)	1	EA	\$ 325.00	\$ 325.00	\$ 350.00	\$ 350.00	\$ 175.00	\$ 175.00	\$ 375.00	\$ 375.00
476.01401	Traffic Signal Face (Type R) (INSTALL ONLY)	1	EA	\$ 175.00	\$ 175.00	\$ 200.00	\$ 200.00	\$ 120.00	\$ 120.00	\$ 200.00	\$ 200.00
476.61101	476.61101 – Luminaire, 4.6 m (15') Mast Arm (Install Only)	4	EA	\$ 240.00	\$ 960.00	\$ 250.00	\$ 1,000.00	\$ 120.00	\$ 480.00	\$ 275.00	\$ 1,100.00
476.62021	Countdown Style Pedestrian Signal Head with Mounting Assemblies (INSTALL ONLY)	4	EA	\$ 175.00	\$ 700.00	\$ 200.00	\$ 800.00	\$ 100.00	\$ 400.00	\$ 200.00	\$ 800.00
476.93021	Traffic Signal Mounting Assembly (Type II) (Install Only)	7	EA	\$ 60.00	\$ 420.00	\$ 75.00	\$ 525.00	\$ 40.00	\$ 280.00	\$ 70.00	\$ 490.00
476.93051	Traffic Signal Mounting Assembly (Type V) (Install Only)	5	EA	\$ 175.00	\$ 875.00	\$ 200.00	\$ 1,000.00	\$ 125.00	\$ 625.00	\$ 200.00	\$ 1,000.00
476.93071	Traffic Signal Mounting Assembly (Type VII) (Install Only):	1	EA	\$ 175.00	\$ 175.00	\$ 200.00	\$ 200.00	\$ 125.00	\$ 125.00	\$ 200.00	\$ 200.00
477.82601	250 Watt Equivalent Light Emitting Diode Luminaire (Horizontal Mount) (Install Only):	4	EA	\$ 125.00	\$ 500.00	\$ 125.00	\$ 500.00	\$ 130.00	\$ 520.00	\$ 150.00	\$ 600.00
477.90060	Internally Illuminated Street Name Sign (City of Avondale Detail A1077):	3	EA	\$ 7,250.00	\$ 21,750.00	\$ 7,250.00	\$ 21,750.00	\$ 7,500.00	\$ 22,500.00	\$ 8,000.00	\$ 24,000.00
478.01000	Electrical Conductors	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,200.00	\$ 6,200.00	\$ 12,132.95	\$ 12,132.95	\$ 7,000.00	\$ 7,000.00

**CITY OF AVONDALE**  
**BID TABULATION**  
**EN11-049 107th Ave, RID to Indian School Roadway TS Improvements Thomas Rd, Avondale Blvd to 107th Ave Improvements (ST1273 ST1274)**  
**BID DATE: May 24, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Nesbitt Contracting		Combs Construction		Visus Inc		Standard Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
480.01100	Single Mode Fiber Optic Cable (96 Fibers)	1,410	LF	\$ 1.00	\$ 1,410.00	\$ 1.00	\$ 1,410.00	\$ 3.00	\$ 4,230.00	\$ 1.25	\$ 1,762.50
480.01200	Single Mode Fiber Optic Cable (6 Fibers)	50	LF	\$ 0.30	\$ 15.00	\$ 0.30	\$ 15.00	\$ 8.00	\$ 400.00	\$ 0.35	\$ 17.50
481.00070	Fiber Optic Splice Vault (Detail per Plan):	2	EA	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 1,500.00	\$ 2,700.00	\$ 5,400.00	\$ 875.00	\$ 1,750.00
482.00096	Fiber Optic Splice Closure and Fusion Splices	2	EA	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00
473.61000	6' x 6' Quadrupole Detector Loop	2	EA	\$ 365.00	\$ 730.00	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00	\$ 425.00	\$ 850.00
473.62000	6' x 20' Quadrupole Detector Loop	1	EA	\$ 420.00	\$ 420.00	\$ 450.00	\$ 450.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
473.64000	6' x 40' Quadrupole Detector Loop	3	EA	\$ 600.00	\$ 1,800.00	\$ 650.00	\$ 1,950.00	\$ 1,100.00	\$ 3,300.00	\$ 700.00	\$ 2,100.00
<b>SUBTOTAL</b>					\$ 1,658,694.35		\$ 1,501,580.44		\$ 1,662,000.00		\$ 1,868,420.10
<b>Taxes As Applicable</b>					\$ 105,658.83		\$ 95,650.67		\$ 105,869.40		\$ 119,018.36
<b>TOTAL</b>					\$ 1,764,353.18		\$ 1,597,231.11		\$ 1,767,869.40		\$ 1,987,438.46
<b>TOTAL SUBMITTED BY BIDDER</b>					\$ 1,764,353.16		\$ 1,597,231.11		\$ 1,767,869.40		\$ 1,987,438.46
<b>Is the Contract Complete?</b>					Yes		Yes		Yes		Yes
<b>Is Contract Properly Signed?</b>					Yes		Yes		Yes		Yes
<b>Addendum 1 Signed, Complete and Attached?</b>					Yes		Yes		Yes		Yes
<b>Addendum 2 Signed, Complete and Attached?</b>					Yes		Yes		Yes		Yes
<b>Bid Bond Attached?</b>					Yes		Yes		Yes		Yes
<b>Contractor License Attached?</b>					Yes		Yes		Yes		Yes
<b>Business License Attached?</b>					Yes		Yes		Yes		Yes
<b>References Attached &amp; Complete?</b>					Yes		Yes		Yes		Yes
<b>Exceptions to Specifications?</b>					No		No		No		No

**CITY OF AVONDALE**  
**BID TABULATION**  
**EN11-049 107th Ave, RID to Indian School Roadway TS Improvements Thomas Rd, Avondale Blvd to 107th Ave Improvements (ST1273 ST1274)**  
**BID DATE: May 24, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Markham Contracting		DCS Contracting		J Banicki Construction		AJP Electric	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
				Price	Price	Price	Price	Price	Price	Price	Price
107.02000	NPDES/SWPPP	1	LS	\$ 12,000.00	\$ 12,000.00	Price Omitted on Price Sheet		\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
108.01000	Construction Surveying & Layout	1	LS	\$ 17,300.00	\$ 17,300.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 20,000.00	\$ 20,000.00
108.01010	Preparation of As-Built Record Documents	1	LS	\$ 3,887.05	\$ 3,887.05	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00	\$ 1,900.00	\$ 1,900.00
109.09000	Mobilization/Demobilization	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 8,000.00	\$ 8,000.00	\$ 62,000.00	\$ 62,000.00	\$ 28,000.00	\$ 28,000.00
301.01000	Subgrade Preparation	34,549	SY	\$ 3.00	\$ 103,647.00	\$ 1.20	\$ 41,458.80	\$ 2.85	\$ 98,464.65	\$ 4.25	\$ 146,833.25
310.03000	Aggregate Base Course (10")	4,830	Ton	\$ 12.60	\$ 60,858.00	\$ 7.85	\$ 37,915.50	\$ 12.40	\$ 59,892.00	\$ 4.00	\$ 19,320.00
316.01000	Asphalt Pavement Crack Sealing	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 7,600.00	\$ 7,600.00	\$ 2,800.00	\$ 2,800.00	\$ 4,720.00	\$ 4,720.00
317.01025	Mill 2.5-in AC	4600	SY	\$ 1.40	\$ 6,440.00	\$ 1.75	\$ 8,050.00	\$ 1.65	\$ 7,590.00	\$ 2.20	\$ 10,120.00
321.00203	AC Surface Course (19 mm), High Volume Marshall mix {2.25-Inches}	1,165	Ton	\$ 66.00	\$ 76,890.00	\$ 66.00	\$ 76,890.00	\$ 66.90	\$ 77,938.50	\$ 75.00	\$ 87,375.00
321.00203	AC Surface Course (19 mm), High Volume Marshall mix {2.5-Inches}	5,385	Ton	\$ 66.00	\$ 355,410.00	\$ 66.50	\$ 358,102.50	\$ 65.00	\$ 350,025.00	\$ 75.00	\$ 403,875.00
321.00300	AC Base Course (19.0 mm), High Volume Marshall mix {2.25-Inches}	1,685	Ton	\$ 66.00	\$ 111,210.00	\$ 66.00	\$ 111,210.00	\$ 67.00	\$ 112,895.00	\$ 75.00	\$ 126,375.00
321.00300	AC Base Course (19.0 mm), High Volume Marshall mix {2.50-Inches}	3,512	Ton	\$ 66.00	\$ 231,792.00	\$ 66.60	\$ 233,899.20	\$ 64.80	\$ 227,577.60	\$ 75.00	\$ 263,400.00
321.00300	AC Base Course (19.0 mm), High Volume Marshall mix {3.00-Inches}	780	Ton	\$ 66.00	\$ 51,480.00	\$ 66.00	\$ 51,480.00	\$ 70.00	\$ 54,600.00	\$ 75.00	\$ 58,500.00
329.01000	Bituminous Tack Coat (SS-1)	10	Ton	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 500.00	\$ 5,000.00	\$ 1,150.00	\$ 11,500.00
332.10300	MAG Type III Micro-Seal Application	12,924	SY	\$ 4.00	\$ 51,696.00	\$ 4.75	\$ 61,389.00	\$ 3.60	\$ 46,526.40	\$ 3.85	\$ 49,757.40
336.02100	Asphalt Patching	2,600	LF	\$ 5.50	\$ 14,300.00	\$ 11.25	\$ 29,250.00	\$ 3.70	\$ 9,620.00	\$ 6.60	\$ 17,160.00
340.01110	6" Vertical Curb and Gutter, MAG 220-1, Type "A"	320	LF	\$ 9.50	\$ 3,040.00	\$ 12.50	\$ 4,000.00	\$ 10.00	\$ 3,200.00	\$ 9.40	\$ 3,008.00
340.01150	6" Single Curb MAG 222, Type "A"	3,250	LF	\$ 7.50	\$ 24,375.00	\$ 8.40	\$ 27,300.00	\$ 6.50	\$ 21,125.00	\$ 8.00	\$ 26,000.00
340.01158	8" Single Curb MAG 222 Type "A"	450	LF	\$ 10.00	\$ 4,500.00	\$ 13.00	\$ 5,850.00	\$ 6.60	\$ 2,970.00	\$ 8.00	\$ 3,600.00
340.01300	Concrete Sidewalk Ramps, MAG 231	6	EA	\$ 980.00	\$ 5,880.00	\$ 900.00	\$ 5,400.00	\$ 825.00	\$ 4,950.00	\$ 1,510.00	\$ 9,060.00
340.01303	Concrete Sidewalk Ramp, MAG 235-2	5	EA	\$ 550.00	\$ 2,750.00	\$ 575.00	\$ 2,875.00	\$ 750.00	\$ 3,750.00	\$ 1,320.00	\$ 6,600.00

**CITY OF AVONDALE  
 BID TABULATION  
 EN11-049 107th Ave, RID to Indian School Roadway TS Improvements Thomas Rd, Avondale Blvd to 107th Ave Improvements (ST1273 ST1274)  
 BID DATE: May 24, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Markham Contracting		DCS Contracting		J Banicki Construction		AJP Electric	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
340.01304	Concrete Sidewalk Ramp, MAG 235-3	4	EA	\$ 550.00	\$ 2,200.00	\$ 500.00	\$ 2,000.00	\$ 720.00	\$ 2,880.00	\$ 1,040.00	\$ 4,160.00
340.01307	Pedestrian Ramp, City of Avondale A1237-1	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 880.00	\$ 880.00	\$ 1,150.00	\$ 1,150.00	\$ 1,700.00	\$ 1,700.00
340.01800	Concrete Access Pads A1073 (Modified Per Traffic Signal Plan)	1	LS	\$ 430.00	\$ 430.00	\$ 670.00	\$ 670.00	\$ 725.00	\$ 725.00	\$ 610.00	\$ 610.00
340.04221	Colored, Stamped Concrete Median Paver	1,100	SF	\$ 5.00	\$ 5,500.00	\$ 4.20	\$ 4,620.00	\$ 5.00	\$ 5,500.00	\$ 9.40	\$ 10,340.00
340.04225	Median Nose Transition	3	EA	\$ 190.00	\$ 570.00	\$ 69.00	\$ 207.00	\$ 325.00	\$ 975.00	\$ 565.00	\$ 1,695.00
345.01110	Adjust Sewer Manhole Frame & Cover to Grade (COA Std. Det. A1216)	1	EA	\$ 450.00	\$ 450.00	\$ 275.00	\$ 275.00	\$ 250.00	\$ 250.00	\$ 1,130.00	\$ 1,130.00
345.01410	Adjust Water Valve Box and Cover to Grade (COA Std. Dtl. A1310)	6	EA	\$ 380.00	\$ 2,280.00	\$ 215.00	\$ 1,290.00	\$ 200.00	\$ 1,200.00	\$ 380.00	\$ 2,280.00
350.01300	Removal of Existing Asphalt Concrete Pavement (sawcut incidental)	42,718	SY	\$ 2.00	\$ 85,436.00	\$ 5.65	\$ 241,356.70	\$ 2.10	\$ 89,707.80	\$ 2.65	\$ 113,202.70
350.01800	Remove Existing Concrete Curb and Gutter	320	LF	\$ 4.90	\$ 1,568.00	\$ 2.00	\$ 640.00	\$ 3.80	\$ 1,216.00	\$ 7.55	\$ 2,416.00
350.01900	Removal of Concrete sidewalk, Driveway, or Valley Gutter	859	SF	\$ 3.00	\$ 2,577.00	\$ 0.40	\$ 343.60	\$ 1.00	\$ 859.00	\$ 5.20	\$ 4,466.80
350.01951	Remove Existing Concrete Ramps	358	SF	\$ 4.00	\$ 1,432.00	\$ 1.00	\$ 358.00	\$ 1.20	\$ 429.60	\$ 5.20	\$ 1,861.60
350.04000	Remove and Salvage Traffic Signs	56	EA	\$ 25.00	\$ 1,400.00	\$ 30.00	\$ 1,680.00	\$ 17.00	\$ 952.00	\$ 47.00	\$ 2,632.00
351.46004	Remove and Salvage Streetlight Poles	2	EA	\$ 700.00	\$ 1,400.00	\$ 300.00	\$ 600.00	\$ 210.00	\$ 420.00	\$ 380.00	\$ 760.00
401.01000	Traffic Control	1	LS	\$ 52,900.00	\$ 52,900.00	\$ 37,000.00	\$ 37,000.00	\$ 25,000.00	\$ 25,000.00	\$ 66,000.00	\$ 66,000.00
401.01100	Uniformed Off-Duty Officer (Allowance)	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
401.04000	Safety Post, MAG 140	2	EA	\$ 225.00	\$ 450.00	\$ 600.00	\$ 1,200.00	\$ 325.00	\$ 650.00	\$ 380.00	\$ 760.00
405.00010	Survey Monument, (MAG 120-1, Type "A")	9	EA	\$ 260.00	\$ 2,340.00	\$ 270.00	\$ 2,430.00	\$ 250.00	\$ 2,250.00	\$ 280.00	\$ 2,520.00
430.01025	Shrubs (5 Gallon)	512	EA	\$ 13.00	\$ 6,656.00	\$ 13.00	\$ 6,656.00	\$ 21.50	\$ 11,008.00	\$ 12.75	\$ 6,528.00
430.01053	Tree (Per Technical Specifications)	32	EA	\$ 202.00	\$ 6,464.00	\$ 200.00	\$ 6,400.00	\$ 380.00	\$ 12,160.00	\$ 203.00	\$ 6,496.00
430.03000	Pre-Emergent Weed Control	11,000	SF	\$ 0.06	\$ 660.00	\$ 0.06	\$ 660.00	\$ 0.05	\$ 550.00	\$ 0.10	\$ 1,100.00
430.30000	Decomposed Granite (2" Thick)	80	Ton	\$ 52.00	\$ 4,160.00	\$ 53.00	\$ 4,240.00	\$ 50.00	\$ 4,000.00	\$ 52.00	\$ 4,160.00
440.01300	Drip Irrigation System	1	LS	\$ 13,800.00	\$ 13,800.00	\$ 12,000.00	\$ 12,000.00	\$ 23,000.00	\$ 23,000.00	\$ 31,000.00	\$ 31,000.00
460.02000	Remove Thermoplastic Stripe	7,635	LF	\$ 0.52	\$ 3,970.20	\$ 0.65	\$ 4,962.75	\$ 0.50	\$ 3,817.50	\$ 0.52	\$ 3,970.20

**CITY OF AVONDALE  
 BID TABULATION  
 EN11-049 107th Ave, RID to Indian School Roadway TS Improvements Thomas Rd, Avondale Blvd to 107th Ave Improvements (ST1273 ST1274)  
 BID DATE: May 24, 2011**

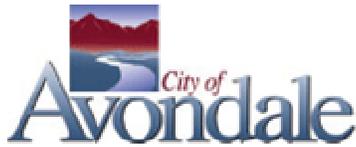
Item No.	Description of Materials and/or Services	Qty	Unit	Markham Contracting		DCS Contracting		J Banicki Construction		AJP Electric	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
460.02100	Remove Thermoplastic Symbol ("STOP")	5	EA	\$ 67.25	\$ 336.25	\$ 250.00	\$ 1,250.00	\$ 60.00	\$ 300.00	\$ 65.00	\$ 325.00
460.02110	Remove Thermoplastic Arrow (Thru or Right Turn)	4	EA	\$ 67.25	\$ 269.00	\$ 295.00	\$ 1,180.00	\$ 60.00	\$ 240.00	\$ 65.00	\$ 260.00
462.01100	100mm (4") White Thermoplastic Traffic Stripe	65,380	LF	\$ 0.35	\$ 22,883.00	\$ 0.35	\$ 22,883.00	\$ 0.30	\$ 19,614.00	\$ 0.33	\$ 21,575.40
462.01200	100mm (4") Yellow Thermoplastic Traffic Stripe	30,702	LF	\$ 0.35	\$ 10,745.70	\$ 0.35	\$ 10,745.70	\$ 0.30	\$ 9,210.60	\$ 0.33	\$ 10,131.66
462.01500	Thermoplastic Pavement Symbol ("ONLY")	1	EA	\$ 200.00	\$ 200.00	\$ 1,100.00	\$ 1,100.00	\$ 175.00	\$ 175.00	\$ 190.00	\$ 190.00
462.01511	Thermoplastic Left Turn Arrow	25	EA	\$ 155.00	\$ 3,875.00	\$ 200.00	\$ 5,000.00	\$ 150.00	\$ 3,750.00	\$ 160.00	\$ 4,000.00
462.01512	Thermoplastic Right Turn Arrow	3	EA	\$ 155.00	\$ 465.00	\$ 450.00	\$ 1,350.00	\$ 150.00	\$ 450.00	\$ 160.00	\$ 480.00
462.01519	Thermoplastic Right/Left Arrow	2	EA	\$ 190.00	\$ 380.00	\$ 650.00	\$ 1,300.00	\$ 180.00	\$ 360.00	\$ 190.00	\$ 380.00
462.01520	Thermoplastic Symbol Bike & Arrow	7	EA	\$ 325.00	\$ 2,275.00	\$ 450.00	\$ 3,150.00	\$ 300.00	\$ 2,100.00	\$ 305.00	\$ 2,135.00
463.01100	Reflectorized Raised Pavement Marker (Type D, Clear 1-way)	305	EA	\$ 3.30	\$ 1,006.50	\$ 6.00	\$ 1,830.00	\$ 3.00	\$ 915.00	\$ 3.30	\$ 1,006.50
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear 1-way)	167	EA	\$ 3.30	\$ 551.10	\$ 9.00	\$ 1,503.00	\$ 3.00	\$ 501.00	\$ 3.30	\$ 551.10
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-way) Per COA Std. Det. 1037	8	EA	\$ 3.40	\$ 27.20	\$ 120.00	\$ 960.00	\$ 3.00	\$ 24.00	\$ 3.30	\$ 26.40
464.02000	Perforated Sign Post	587	LF	\$ 10.00	\$ 5,870.00	\$ 17.00	\$ 9,979.00	\$ 7.50	\$ 4,402.50	\$ 13.20	\$ 7,748.40
465.01003	Flat Sheet Aluminum Sign Panels, Diamond Grade	424	SF	\$ 24.00	\$ 10,176.00	\$ 13.00	\$ 5,512.00	\$ 22.00	\$ 9,328.00	\$ 28.30	\$ 11,999.20
471.60057	Pull Box No. 7 w/ Extension	7	EA	\$ 585.00	\$ 4,095.00	\$ 380.00	\$ 2,660.00	\$ 750.00	\$ 5,250.00	\$ 470.00	\$ 3,290.00
471.61280	2" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	10	LF	\$ 10.00	\$ 100.00	\$ 2.40	\$ 24.00	\$ 6.20	\$ 62.00	\$ 19.00	\$ 190.00
471.61285	2-1/2" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	100	LF	\$ 11.00	\$ 1,100.00	\$ 3.00	\$ 300.00	\$ 8.00	\$ 800.00	\$ 17.00	\$ 1,700.00
471.61380	3" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	20	LF	\$ 12.00	\$ 240.00	\$ 4.00	\$ 80.00	\$ 9.00	\$ 180.00	\$ 23.50	\$ 470.00
471.61384	2-3" w/2500# Detectable Mule Tape (Trench per Plan Detail)	1,180	LF	\$ 15.00	\$ 17,700.00	\$ 6.80	\$ 8,024.00	\$ 12.00	\$ 14,160.00	\$ 26.40	\$ 31,152.00
471.61385	2-3" w/2500# Detectable Mule Tape (Horizontal Boring):	120	LF	\$ 23.00	\$ 2,760.00	\$ 32.00	\$ 3,840.00	\$ 28.00	\$ 3,360.00	\$ 30.00	\$ 3,600.00
471.61480	4" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	30	LF	\$ 13.50	\$ 405.00	\$ 5.00	\$ 150.00	\$ 9.50	\$ 285.00	\$ 19.00	\$ 570.00
471.61482	2-4" w 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	130	LF	\$ 15.00	\$ 1,950.00	\$ 9.00	\$ 1,170.00	\$ 16.00	\$ 2,080.00	\$ 28.00	\$ 3,640.00
471.61483	2-4" w 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Horizontal Boring)	236	LF	\$ 26.00	\$ 6,136.00	\$ 33.00	\$ 7,788.00	\$ 26.50	\$ 6,254.00	\$ 33.00	\$ 7,788.00

**CITY OF AVONDALE  
 BID TABULATION  
 EN11-049 107th Ave, RID to Indian School Roadway TS Improvements Thomas Rd, Avondale Blvd to 107th Ave Improvements (ST1273 ST1274)  
 BID DATE: May 24, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Markham Contracting		DCS Contracting		J Banicki Construction		AJP Electric	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
472.61200	Pole Foundation ADOT Type G	1	EA	\$ 1,550.00	\$ 1,550.00	\$ 780.00	\$ 780.00	\$ 750.00	\$ 750.00	\$ 755.00	\$ 755.00
472.61300	Pole Foundation MCDOT Type Q	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,300.00	\$ 2,600.00	\$ 2,200.00	\$ 4,400.00	\$ 1,415.00	\$ 2,830.00
472.61400	Pole Foundation MCDOT Type R	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,300.00	\$ 1,300.00	\$ 2,200.00	\$ 2,200.00	\$ 1,415.00	\$ 1,415.00
472.62120	Service Pedestal/UPS Cabinet Foundation	1	EA	\$ 510.00	\$ 510.00	\$ 770.00	\$ 770.00	\$ 950.00	\$ 950.00	\$ 1,130.00	\$ 1,130.00
473.71001	Video Detection System (INSTALL ONLY)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 560.00	\$ 560.00	\$ 850.00	\$ 850.00	\$ 2,640.00	\$ 2,640.00
474.60121	ADOT Type G Signal Pole (INSTALL ONLY)	1	EA	\$ 780.00	\$ 780.00	\$ 250.00	\$ 250.00	\$ 140.00	\$ 140.00	\$ 470.00	\$ 470.00
474.60561	ADOT Type Q Signal Pole 30' M.A. (INSTALL ONLY)	1	EA	\$ 780.00	\$ 780.00	\$ 1,100.00	\$ 1,100.00	\$ 290.00	\$ 290.00	\$ 705.00	\$ 705.00
474.60571	Type Q Signal Pole 35' M.A. (INSTALL ONLY)	1	EA	\$ 780.00	\$ 780.00	\$ 1,200.00	\$ 1,200.00	\$ 300.00	\$ 300.00	\$ 755.00	\$ 755.00
474.60751	Type R Signal Pole 45' M.A. (INSTALL ONLY)	1	EA	\$ 780.00	\$ 780.00	\$ 1,300.00	\$ 1,300.00	\$ 360.00	\$ 360.00	\$ 850.00	\$ 850.00
474.63006	Pedestrian Push Button & Signs (Bulldog Type)(INSTALL ONLY)	4	EA	\$ 240.00	\$ 960.00	\$ 93.00	\$ 372.00	\$ 60.00	\$ 240.00	\$ 140.00	\$ 560.00
474.62021	Traffic Signal Controller, Cabinet Assembly & Foundation (INSTALL ONLY)	1	EA	\$ 530.00	\$ 530.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00	\$ 1,890.00	\$ 1,890.00
475.83010	Tomar Emergency Pre-emption w/ Confirmation Light(3 Detectors, 1-Processor) (INSTALL ONLY)	1	EA	\$ 620.00	\$ 620.00	\$ 560.00	\$ 560.00	\$ 600.00	\$ 600.00	\$ 1,980.00	\$ 1,980.00
476.01101	Traffic Signal Face (Type F)(Type II Mounting) (INSTALL ONLY)	7	EA	\$ 39.00	\$ 273.00	\$ 370.00	\$ 2,590.00	\$ 125.00	\$ 875.00	\$ 140.00	\$ 980.00
476.01201	Traffic Signal Face (Type G) with Mounting Assemblies (INSTALL ONLY)	1	EA	\$ 39.00	\$ 39.00	\$ 370.00	\$ 370.00	\$ 125.00	\$ 125.00	\$ 190.00	\$ 190.00
476.01301	Traffic Signal Face (Type Q) with Mounting Assemblies (INSTALL ONLY)	1	EA	\$ 39.00	\$ 39.00	\$ 370.00	\$ 370.00	\$ 125.00	\$ 125.00	\$ 235.00	\$ 235.00
476.01401	Traffic Signal Face (Type R) (INSTALL ONLY)	1	EA	\$ 39.00	\$ 39.00	\$ 200.00	\$ 200.00	\$ 60.00	\$ 60.00	\$ 235.00	\$ 235.00
476.61101	476.61101 – Luminaire, 4.6 m (15') Mast Arm (Install Only)	4	EA	\$ 77.00	\$ 308.00	\$ 280.00	\$ 1,120.00	\$ 70.00	\$ 280.00	\$ 190.00	\$ 760.00
476.62021	Countdown Style Pedestrian Signal Head with Mounting Assemblies (INSTALL ONLY)	4	EA	\$ 390.00	\$ 1,560.00	\$ 200.00	\$ 800.00	\$ 125.00	\$ 500.00	\$ 190.00	\$ 760.00
476.93021	Traffic Signal Mounting Assembly (Type II) (Install Only)	7	EA	\$ 18.00	\$ 126.00	\$ 70.00	\$ 490.00	\$ 60.00	\$ 420.00	\$ 48.00	\$ 336.00
476.93051	Traffic Signal Mounting Assembly (Type V) (Install Only)	5	EA	\$ 18.00	\$ 90.00	\$ 210.00	\$ 1,050.00	\$ 60.00	\$ 300.00	\$ 57.00	\$ 285.00
476.93071	Traffic Signal Mounting Assembly (Type VII) (Install Only):	1	EA	\$ 18.00	\$ 18.00	\$ 210.00	\$ 210.00	\$ 60.00	\$ 60.00	\$ 70.00	\$ 70.00
477.82601	250 Watt Equivalent Light Emitting Diode Luminaire (Horizontal Mount) (Install Only):	4	EA	\$ 49.00	\$ 196.00	\$ 150.00	\$ 600.00	\$ 115.00	\$ 460.00	\$ 165.00	\$ 660.00
477.90060	Internally Illuminated Street Name Sign (City of Avondale Detail A1077):	3	EA	\$ 9,000.00	\$ 27,000.00	\$ 8,500.00	\$ 25,500.00	\$ 7,000.00	\$ 21,000.00	\$ 7,265.00	\$ 21,795.00
478.01000	Electrical Conductors	1	LS	\$ 8,300.00	\$ 8,300.00	\$ 7,100.00	\$ 7,100.00	\$ 7,800.00	\$ 7,800.00	\$ 9,500.00	\$ 9,500.00

**CITY OF AVONDALE**  
**BID TABULATION**  
**EN11-049 107th Ave, RID to Indian School Roadway TS Improvements Thomas Rd, Avondale Blvd to 107th Ave Improvements (ST1273 ST1274)**  
**BID DATE: May 24, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Markham Contracting		DCS Contracting		J Banicki Construction		AJP Electric	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
480.01100	Single Mode Fiber Optic Cable (96 Fibers)	1,410	LF	\$ 3.80	\$ 5,358.00	\$ 1.15	\$ 1,621.50	\$ 1.80	\$ 2,538.00	\$ 3.45	\$ 4,864.50
480.01200	Single Mode Fiber Optic Cable (6 Fibers)	50	LF	\$ 30.00	\$ 1,500.00	\$ 0.35	\$ 17.50	\$ 1.10	\$ 55.00	\$ 28.00	\$ 1,400.00
481.00070	Fiber Optic Splice Vault (Detail per Plan):	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 890.00	\$ 1,780.00	\$ 1,350.00	\$ 2,700.00	\$ 2,360.00	\$ 4,720.00
482.00096	Fiber Optic Splice Closure and Fusion Splices	2	EA	\$ 2,400.00	\$ 4,800.00	\$ 800.00	\$ 1,600.00	\$ 2,750.00	\$ 5,500.00	\$ 2,215.00	\$ 4,430.00
473.61000	6' x 6' Quadrupole Detector Loop	2	EA	\$ 510.00	\$ 1,020.00	\$ 400.00	\$ 800.00	\$ 870.00	\$ 1,740.00	\$ 755.00	\$ 1,510.00
473.62000	6' x 20' Quadrupole Detector Loop	1	EA	\$ 725.00	\$ 725.00	\$ 495.00	\$ 495.00	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00
473.64000	6' x 40' Quadrupole Detector Loop	3	EA	\$ 775.00	\$ 2,325.00	\$ 700.00	\$ 2,100.00	\$ 1,050.00	\$ 3,150.00	\$ 1,130.00	\$ 3,390.00
<b>SUBTOTAL</b>					\$ 1,645,400.00		\$ 1,691,023.75		\$ 1,617,243.15		\$ 1,878,551.11
<b>Taxes As Applicable</b>					\$ 104,811.98		\$ 107,718.21		\$ 103,018.39		\$ 119,663.71
<b>TOTAL</b>					\$ 1,750,211.98		\$ 1,798,741.96		\$ 1,720,261.54		\$ 1,998,214.82
<b>TOTAL SUBMITTED BY BIDDER</b>					\$ 1,750,211.98		\$ 1,810,461.77		\$ 1,720,261.54		\$ 1,998,214.82
<b>Is the Contract Complete?</b>					Yes		Yes		Yes		Yes
<b>Is Contract Properly Signed?</b>					Yes		Yes		Yes		Yes
<b>Addendum 1 Signed, Complete and Attached?</b>					Yes		Yes		Yes		Yes
<b>Addendum 2 Signed, Complete and Attached?</b>					Yes		Yes		Yes		Yes
<b>Bid Bond Attached?</b>					Yes		Yes		Yes		Yes
<b>Contractor License Attached?</b>					Yes		Yes		Yes		Yes
<b>Business License Attached?</b>					Yes		Yes		Yes		Yes
<b>References Attached &amp; Complete?</b>					Yes		Yes		Yes		Yes
<b>Exceptions to Specifications?</b>					No		No		No		No



# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract Award - Standard Construction Company, Inc. for the CDBG Street & Sidewalk Improvement Project

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a construction contract to Standard Construction Company, Inc. (Standard) for the construction of water and paving improvements for the CDBG Street and Sidewalk Improvement Project in the amount of \$706,503.19 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

CDBG funds must be utilized to serve areas that have at least 50% of the population classified as low-to-moderate income. City Council approved the use of CDBG and other capital funds to assist with water and street improvements. The main purpose of this project is to reconstruct streets to improve drainage, driving conditions, and the life expectancy of streets located within the project area including Elm Lane, Rio Vista Lane, Holben, Frost and 3rd Avenues. The existing pavement is beyond its life span and is in poor condition with extensive cracking and raveling. Complete pavement reconstruction is required. Other drainage issues will be resolved through this project.

This CDBG project also includes water service replacements and fire hydrant replacements. The residential water services in the project area are old and in need of repair due to leaks. Since the streets are being reconstructed, staff deemed it best to replace all the old services under the new pavement areas.

Also included in this project is the addition of street lights and the replacement of sidewalk ramps. Because of the street reconstruction, the City is required to upgrade the existing sidewalk ramps to be ADA compliant. Street lighting levels will be increased with the addition of new street lights.

**DISCUSSION:**

The main scope of work for this project will include:

- Reconstruction of 3/4 mile of street pavement
- Replacement of 6 fire hydrants
- Replacement of 100 residential water services
- Installation of 13 new ADA compliant sidewalk ramps
- Installation of 13 new street lights
- Replace sections of curb and gutter to correct local drainage issues

**BID PROCESS:**

Requests-for-Bid notices were published in the West Valley View on April 19 and April 26, 2011 and the Arizona Business Gazette on April 21, 2011. The Engineering Department held a pre-bid

meeting on April 27, 2011. Thirteen (13) bids were received and opened on May 12, 2011. Each bid package was reviewed and nine (9) bidders met the bidding requirements. The firms meeting requirements and the amount of their bids are as follows:

<b><u>BIDDER</u></b>	<b><u>BID AMOUNT</u></b>	<b><u>M/DBE</u></b>
InterMountain West Civil	\$1,042,435.45	No
RK Sanders	\$900,512.00	No
J. Banicki Construction	\$855,351.70	No
Standard Construction	\$706,503.19	No
Combs Construction	\$902,202.68	No
Visus Engineering	\$930,737.50	No
DCS Contracting	\$927,685.40	No
Carson Construction	\$894,460.87	No
Aloha Grading	\$841,142.00	No

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

Standard with a bid of \$706,503.19 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Standard to be competent and qualified for this project. Standard has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. The contract is on file with the City Clerk.

#### **SCHEDULE:**

A tentative construction schedule is as follows:

<b><u>PROJECT MILESTONES</u></b>	<b><u>TARGET DATES</u></b>
Issue Notice of Award	06/07/11
Pre-Construction Conference	06/21/11
Notice-to-Proceed	07/05/11
Begin Construction	07/05/11
Project Completion	01/02/12

#### **BUDGETARY IMPACT:**

Funding for this project in the amount of \$548,343.19 is available in CIP Street Fund Line Item No. 304-1162-00-8420 (CDBG Street and Sidewalk Improvements) and \$158,160.00 in FY11-12 CIP Water Fund Line Item No. 514-1162-00-8520 (CDBG Water Improvements).

#### **RECOMMENDATION:**

Staff recommends that the City Council award a construction contract to Standard Construction Company, Inc. (Standard) for the construction of water and paving improvements for the CDBG Street and Sidewalk Improvement Project in the amount of \$706,503.19 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

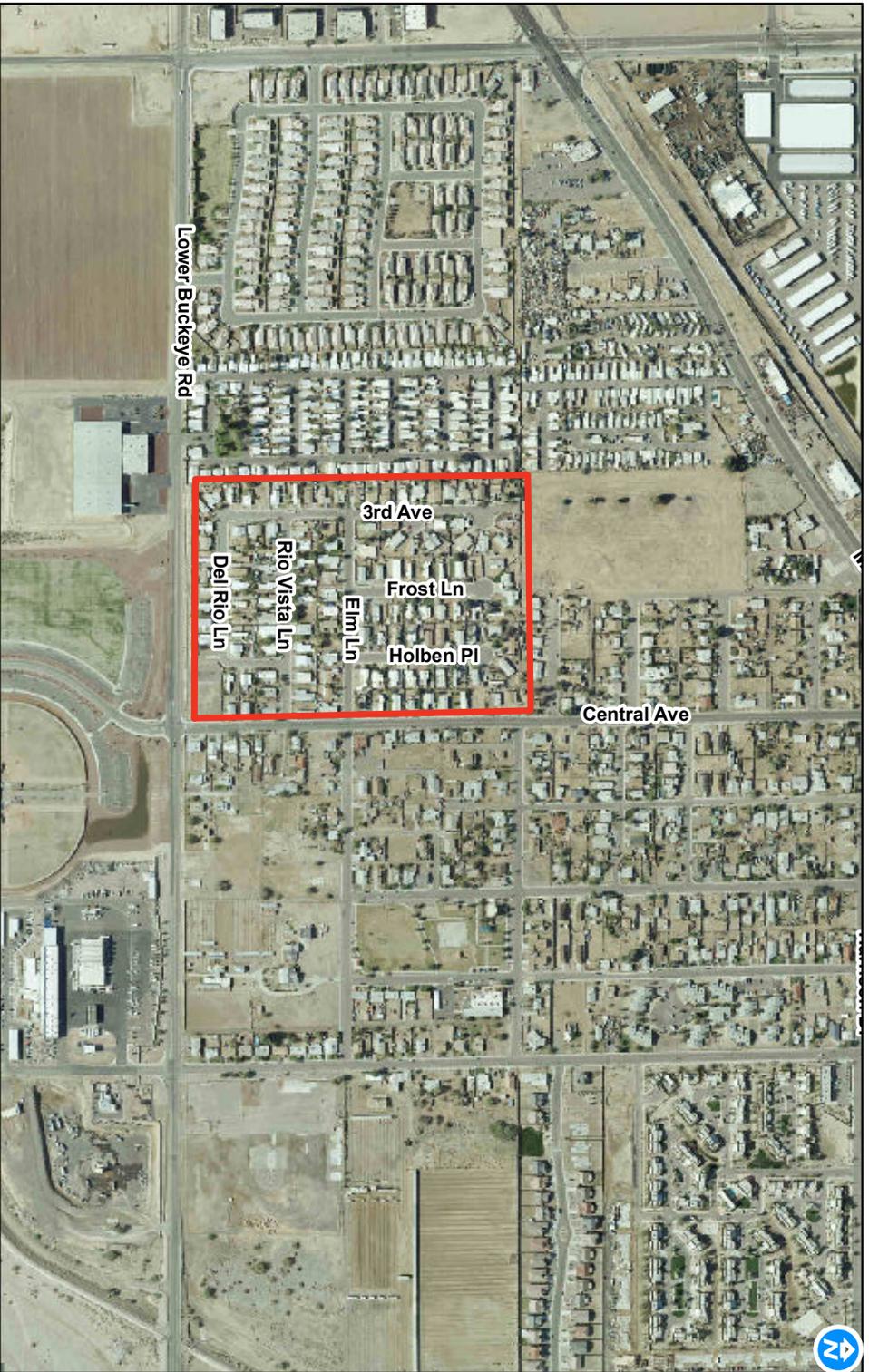
#### **ATTACHMENTS:**

Click to download

 [Project Vicinity Map](#)

 [Bid Tab](#)

10-11 CDBG PROJECT AREA



**CITY OF AVONDALE  
 BID TABULATION  
 EN11-022.2 CDBG Sidewalk and Street Improvements (ST1162)  
 BID DATE: May 12, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	InterMountain West Civil		RK Sanders		Talis Construction		J. Banicki Construction		Standard Construction	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
107.02000	NPDES/SWPPP: AZPDES	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00	\$ 850.00	\$ 850.00
107.04000	Miscellaneous Reimbursables	1	ALLOW	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
107.15000	Public Relations	1	ALLOW	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
108.01000	Construction Survey & Layout	1	LS	\$ 16,200.00	\$ 16,200.00	\$ 8,200.00	\$ 8,200.00	\$ 7,000.00	\$ 7,000.00	\$ 5,400.00	\$ 5,400.00	\$ 3,500.00	\$ 3,500.00
108.01010	As-Built Documents	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,100.00	\$ 1,100.00	\$ 500.00	\$ 500.00
109.09000	Mobilization/Demobilization	1	LS	\$ 81,000.00	\$ 81,000.00	\$ 6,800.00	\$ 6,800.00	\$ 3,500.00	\$ 3,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00
301.01000	Subgrade Preparation	14,529	SY	\$ 3.00	\$ 43,587.00	\$ 2.10	\$ 30,510.90	\$ 1.40	\$ 20,340.60	\$ 5.00	\$ 72,645.00	\$ 2.75	\$ 39,954.75
310.03000	Aggregate Base Course (8")	6,320	TON	\$ 13.50	\$ 85,320.00	\$ 18.00	\$ 113,760.00	\$ 14.00	\$ 88,480.00	\$ 14.00	\$ 88,480.00	\$ 14.00	\$ 88,480.00
321.00203	3" Asphaltic Concrete Pavement (19 mm Surface Course)	2,370	TON	\$ 70.00	\$ 165,900.00	\$ 78.00	\$ 184,860.00	\$ 75.00	\$ 177,750.00	\$ 71.50	\$ 169,455.00	\$ 68.00	\$ 161,160.00
336.01100	Permanent Pavement Replacement, MAG Detail 200-1Type A	24	SY	\$ 30.00	\$ 720.00	\$ 80.00	\$ 1,920.00	\$ 145.00	\$ 3,480.00	\$ 61.00	\$ 1,464.00	\$ 50.00	\$ 1,200.00
340.01004	Vertical/Roll Curb Transition, MAG Detail 221	14	EA	\$ 44.00	\$ 616.00	\$ 60.00	\$ 840.00	\$ 145.00	\$ 2,030.00	\$ 48.00	\$ 672.00	\$ 80.00	\$ 1,120.00
340.01130	4" Roll Curb and Gutter, MAG Detail 220 Type C	140	LF	\$ 9.25	\$ 1,295.00	\$ 16.00	\$ 2,240.00	\$ 15.00	\$ 2,100.00	\$ 12.00	\$ 1,680.00	\$ 9.00	\$ 1,260.00
340.01131	6" Vertical Curb and Gutter, MAG Detail 220 Type A	676	LF	\$ 9.25	\$ 6,253.00	\$ 14.00	\$ 9,464.00	\$ 14.00	\$ 9,464.00	\$ 12.00	\$ 8,112.00	\$ 10.00	\$ 6,760.00
340.01210	4" Thick Sidewalk, MAG Detail 230 (4' Wide)	3,162	SF	\$ 2.75	\$ 8,695.50	\$ 2.50	\$ 7,905.00	\$ 3.00	\$ 9,486.00	\$ 3.60	\$ 11,383.20	\$ 2.00	\$ 6,324.00
340.01360	Pedestrian Ramp, City of Tempe Detail T-326 (Modified)	13	EA	\$ 865.00	\$ 11,245.00	\$ 950.00	\$ 12,350.00	\$ 670.00	\$ 8,710.00	\$ 960.00	\$ 12,480.00	\$ 700.00	\$ 9,100.00
340.01405	Private Concrete Driveway Replacement	900	SF	\$ 4.00	\$ 3,600.00	\$ 8.00	\$ 7,200.00	\$ 7.10	\$ 6,390.00	\$ 5.00	\$ 4,500.00	\$ 3.00	\$ 2,700.00
340.01600	Concrete Valley Gutter and Apron, MAG Detail 240	2,272	SF	\$ 5.00	\$ 11,360.00	\$ 8.00	\$ 18,176.00	\$ 6.50	\$ 14,768.00	\$ 5.47	\$ 12,427.84	\$ 4.25	\$ 9,656.00
345.01100	Adjust Sewer Manhole to Grade, COA Detail A1216	12	EA	\$ 535.00	\$ 6,420.00	\$ 375.00	\$ 4,500.00	\$ 460.00	\$ 5,520.00	\$ 400.00	\$ 4,800.00	\$ 350.00	\$ 4,200.00
345.01120	Adjust Sewer Cleanout to Grade, COA Detail A1310	9	EA	\$ 485.00	\$ 4,365.00	\$ 300.00	\$ 2,700.00	\$ 460.00	\$ 4,140.00	\$ 135.00	\$ 1,215.00	\$ 275.00	\$ 2,475.00
345.01410	Adjust Water Valve Box and Cover to Grade, MAG Detail 270	22	EA	\$ 485.00	\$ 10,670.00	\$ 280.00	\$ 6,160.00	\$ 460.00	\$ 10,120.00	\$ 200.00	\$ 4,400.00	\$ 225.00	\$ 4,950.00
350.01300	Sawcut & Remove Existing Asphalt Concrete Pavement	14,600	SY	\$ 5.75	\$ 83,950.00	\$ 3.00	\$ 43,800.00	\$ 2.50	\$ 36,500.00	\$ 1.00	\$ 14,600.00	\$ 5.00	\$ 73,000.00
350.01800	Remove Existing Concrete Curb and Gutter	853	LF	\$ 5.75	\$ 4,904.75	\$ 8.00	\$ 6,824.00	\$ 5.25	\$ 4,478.25	\$ 6.00	\$ 5,118.00	\$ 4.50	\$ 3,838.50
350.01810	Remove Existing Concrete Valley Gutter	1,357	SF	\$ 2.00	\$ 2,714.00	\$ 3.00	\$ 4,071.00	\$ 2.50	\$ 3,392.50	\$ 1.60	\$ 2,171.20	\$ 2.00	\$ 2,714.00
350.01900	Remove Existing Concrete Sidewalk and Ramp	3,774	SF	\$ 1.80	\$ 6,793.20	\$ 3.00	\$ 11,322.00	\$ 2.50	\$ 9,435.00	\$ 1.29	\$ 4,868.46	\$ 1.00	\$ 3,774.00

**CITY OF AVONDALE  
 BID TABULATION  
 EN11-022.2 CDBG Sidewalk and Street Improvements (ST1162)  
 BID DATE: May 12, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	InterMountain West Civil		RK Sanders		Talis Construction		J. Banicki Construction		Standard Construction	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
350.01920	Remove Existing Private Concrete Driveway	900	SF	\$ 2.00	\$ 1,800.00	\$ 4.00	\$ 3,600.00	\$ 4.00	\$ 3,600.00	\$ 1.50	\$ 1,350.00	\$ 2.00	\$ 1,800.00
350.30001	Remove Existing Chain Link Fence	25	LF	\$ 5.00	\$ 125.00	\$ 3.00	\$ 75.00	\$ 30.00	\$ 750.00	\$ 4.00	\$ 100.00	\$ 3.50	\$ 87.50
350.30003	Remove Existing Wrought Iron Fence	12	LF	\$ 25.00	\$ 300.00	\$ 5.00	\$ 60.00	\$ 54.00	\$ 648.00	\$ 8.00	\$ 96.00	\$ 3.50	\$ 42.00
350.50012	Remove Existing Block Fence	20	LF	\$ 15.00	\$ 300.00	\$ 5.00	\$ 100.00	\$ 78.00	\$ 1,560.00	\$ 34.00	\$ 680.00	\$ 15.00	\$ 300.00
351.46003	Relocate Existing Street Light	2	EA	\$ 175.00	\$ 350.00	\$ 800.00	\$ 1,600.00	\$ 640.00	\$ 1,280.00	\$ 1,000.00	\$ 2,000.00	\$ 200.00	\$ 400.00
401.01000	Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 13,000.00	\$ 13,000.00	\$ 8,600.00	\$ 8,600.00	\$ 9,500.00	\$ 9,500.00	\$ 6,000.00	\$ 6,000.00
405.00020	Survey Monuments, MAG Detail 120-1 Type B	11	EA	\$ 87.00	\$ 957.00	\$ 300.00	\$ 3,300.00	\$ 140.00	\$ 1,540.00	\$ 175.00	\$ 1,925.00	\$ 80.00	\$ 880.00
420.00120	Install Chain Link Fence	50	LF	\$ 40.00	\$ 2,000.00	\$ 45.00	\$ 2,250.00	\$ 32.00	\$ 1,600.00	\$ 20.00	\$ 1,000.00	\$ 19.00	\$ 950.00
421.20000	Install Wrought Iron Fence	25	LF	\$ 110.00	\$ 2,750.00	\$ 125.00	\$ 3,125.00	\$ 48.00	\$ 1,200.00	\$ 30.00	\$ 750.00	\$ 28.00	\$ 700.00
421.30000	Install Block Fence	40	LF	\$ 100.00	\$ 4,000.00	\$ 60.00	\$ 2,400.00	\$ 150.00	\$ 6,000.00	\$ 50.00	\$ 2,000.00	\$ 30.00	\$ 1,200.00
430.00001	Restore Landscape and Irrigation	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00	\$ 1,750.00	\$ 1,750.00
471.60042	Street Light Junction Box (APS Furnished, Contractor Installed)	15	EA	\$ 100.00	\$ 1,500.00	\$ 200.00	\$ 3,000.00	\$ 110.00	\$ 1,650.00	\$ 80.00	\$ 1,200.00	\$ 95.00	\$ 1,425.00
471.61141	Install 2½ inch Electric Street Light Conduit (APS)	1,250	LF	\$ 6.40	\$ 8,000.00	\$ 9.60	\$ 12,000.00	\$ 6.60	\$ 8,250.00	\$ 11.00	\$ 13,750.00	\$ 8.00	\$ 10,000.00
477.81010	100W HPS Street Light and Foundation, Complete	13	EA	\$ 1,750.00	\$ 22,750.00	\$ 2,025.00	\$ 26,325.00	\$ 1,800.00	\$ 23,400.00	\$ 1,500.00	\$ 19,500.00	\$ 1,750.00	\$ 22,750.00
610.08515	Remove & Replace Fire Hydrant, COA Detail A1361	6	EA	\$ 8,650.00	\$ 51,900.00	\$ 5,200.00	\$ 31,200.00	\$ 5,200.00	\$ 31,200.00	\$ 7,000.00	\$ 42,000.00	\$ 4,500.00	\$ 27,000.00
610.09006	Cut and Cap Existing Tee Connection	1	EA	\$ 1,190.00	\$ 1,190.00	\$ 1,200.00	\$ 1,200.00	\$ 3,100.00	\$ 3,100.00	\$ 900.00	\$ 900.00	\$ 1,300.00	\$ 1,300.00
610.10001	Abandon Existing Water Service	1	EA	\$ 810.00	\$ 810.00	\$ 300.00	\$ 300.00	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00	\$ 325.00	\$ 325.00
610.10570	#2 Water Meter Box and Cover Replacement	100	EA	\$ 110.00	\$ 11,000.00	\$ 300.00	\$ 30,000.00	\$ 190.00	\$ 19,000.00	\$ 246.00	\$ 24,600.00	\$ 250.00	\$ 25,000.00
610.10621	1-1/4"New Private Water Service Line	1	EA	\$ 650.00	\$ 650.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 1,475.00	\$ 1,475.00	\$ 725.00	\$ 725.00
610.10630	Replace Existing ¾" Water Service Using Existing Saddle	29	EA	\$ 945.00	\$ 27,405.00	\$ 900.00	\$ 26,100.00	\$ 770.00	\$ 22,330.00	\$ 1,250.00	\$ 36,250.00	\$ 600.00	\$ 17,400.00
610.10640	Replace Existing ¾" Water Service with New Saddle	70	EA	\$ 1,375.00	\$ 96,250.00	\$ 1,300.00	\$ 91,000.00	\$ 925.00	\$ 64,750.00	\$ 1,630.00	\$ 114,100.00	\$ 675.00	\$ 47,250.00

CITY OF AVONDALE  
 BID TABULATION  
 EN11-022.2 CDBG Sidewalk and Street Improvements (ST1162)  
 BID DATE: May 12, 2011

Item No.	Description of Materials and/or Services	Qty	Unit	InterMountain West Civil		RK Sanders		Talis Construction		J. Banicki Construction		Standard Construction	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
615.03102	Replace/Realign New Sewer Service Connection	4	EA	\$ 2,050.00	\$ 8,200.00	\$ 2,000.00	\$ 8,000.00	\$ 2,800.00	\$ 11,200.00	\$ 1,360.00	\$ 5,440.00	\$ 675.00	\$ 2,700.00
630.01206	Install 6" Water Valve, Box, and Cover, MAG Detail 391-1 Type C	2	EA	\$ 3,565.00	\$ 7,130.00	\$ 1,100.00	\$ 2,200.00	\$ 1,000.00	\$ 2,000.00	\$ 3,368.00	\$ 6,736.00	\$ 1,350.00	\$ 2,700.00
630.01208	Install 8" Water Valve, Box, and Cover, MAG Detail 391-1 Type C	3	EA	\$ 4,100.00	\$ 12,300.00	\$ 1,200.00	\$ 3,600.00	\$ 1,500.00	\$ 4,500.00	\$ 3,835.00	\$ 11,505.00	\$ 1,700.00	\$ 5,100.00
<b>SUBTOTAL</b>					\$ 984,775.45		\$ 820,137.90		\$ 721,092.35		\$ 804,128.70		\$ 675,300.75
<b>Taxes As Applicable</b>					\$ 57,660.00		\$ 80,374.00		\$ 45,933.59		\$ 51,223.00		\$ 31,202.44
<b>TOTAL</b>					\$ 1,042,435.45		\$ 900,511.90		\$ 767,025.94		\$ 855,351.70		\$ 706,503.19
<b>TOTAL SUBMITTED BY BIDDER</b>					\$ 1,042,435.45		\$ 900,512.00		\$ 767,025.94		\$ 855,351.70		\$ 706,503.19
	<b>Is the Contract Complete?</b>				Yes		Yes		No		Yes		Yes
	<b>Is Contract Properly Signed?</b>				Yes		Yes		Yes		Yes		Yes
	<b>Addendum 1 Signed, Complete and Attached?</b>				Yes		Yes		No		Yes		Yes
	<b>Bid Bond Attached?</b>				Yes		Yes		Yes		Yes		Yes
	<b>Contractor License Attached?</b>				Yes		Yes		Yes		Yes		Yes
	<b>Business License Attached?</b>				Yes		Yes		Yes		Yes		Yes
	<b>References Attached &amp; Complete?</b>				Yes		Yes		Yes		Yes		Yes
	<b>Exceptions to Specifications?</b>				No		No		No		No		No

**CITY OF AVONDALE  
 BID TABULATION  
 EN11-022.2 CDBG Sidewalk and Street Improvements (ST1162)  
 BID DATE: May 12, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Markham Construction		Cactus Asphalt		Combs Construction		Visus Engineering		DCS Contracting	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
107.02000	NPDES/SWPPP: AZPDES	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 8,083.00	\$ 8,083.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
107.04000	Miscellaneous Reimbursables	1	ALLOW	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
107.15000	Public Relations	1	ALLOW	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
108.01000	Construction Survey & Layout	1	LS	\$ 9,515.00	\$ 9,515.00	\$ 10,040.00	\$ 10,040.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00
108.01010	As-Built Documents	1	LS	\$ 1,350.00	\$ 1,350.00	\$ 235.00	\$ 235.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,400.00	\$ 1,400.00
109.09000	Mobilization/Demobilization	1	LS	\$ 35,500.00	\$ 35,500.00	\$ 5,774.00	\$ 5,774.00	\$ 80,000.00	\$ 80,000.00	\$ 38,562.00	\$ 38,562.00	\$ 5,000.00	\$ 5,000.00
301.01000	Subgrade Preparation	14,529	SY	\$ 6.25	\$ 90,806.25	\$ 0.87	\$ 12,640.23	\$ 4.00	\$ 58,116.00	\$ 6.00	\$ 87,174.00	\$ 6.35	\$ 92,259.15
310.03000	Aggregate Base Course (8")	6,320	TON	\$ 14.75	\$ 93,220.00	\$ 12.80	\$ 80,896.00	\$ 12.00	\$ 75,840.00	\$ 12.00	\$ 75,840.00	\$ 15.45	\$ 97,644.00
321.00203	3" Asphaltic Concrete Pavement (19 mm Surface Course)	2,370	TON	\$ 80.51	\$ 190,808.70	\$ 70.60	\$ 167,322.00	\$ 65.00	\$ 154,050.00	\$ 65.00	\$ 154,050.00	\$ 80.00	\$ 189,600.00
336.01100	Permanent Pavement Replacement, MAG Detail 200-1Type A	24	SY	\$ 66.00	\$ 1,584.00	\$ 154.00	\$ 3,696.00	\$ 46.00	\$ 1,104.00	\$ 150.00	\$ 3,600.00	\$ 130.00	\$ 3,120.00
340.01004	Vertical/Roll Curb Transition, MAG Detail 221	14	EA	\$ 61.40	\$ 859.60	\$ 12.00	\$ 168.00	\$ 40.00	\$ 560.00	\$ 70.00	\$ 980.00	\$ 79.00	\$ 1,106.00
340.01130	4" Roll Curb and Gutter, MAG Detail 220 Type C	140	LF	\$ 17.20	\$ 2,408.00	\$ 6.00	\$ 840.00	\$ 12.00	\$ 1,680.00	\$ 13.00	\$ 1,820.00	\$ 16.00	\$ 2,240.00
340.01131	6" Vertical Curb and Gutter, MAG Detail 220 Type A	676	LF	\$ 17.20	\$ 11,627.20	\$ 11.00	\$ 7,436.00	\$ 12.00	\$ 8,112.00	\$ 11.00	\$ 7,436.00	\$ 16.00	\$ 10,816.00
340.01210	4" Thick Sidewalk, MAG Detail 230 (4' Wide)	3,162	SF	\$ 3.45	\$ 10,908.90	\$ 2.80	\$ 8,853.60	\$ 4.00	\$ 12,648.00	\$ 4.00	\$ 12,648.00	\$ 3.15	\$ 9,960.30
340.01360	Pedestrian Ramp, City of Tempe Detail T-326 (Modified)	13	EA	\$ 1,013.65	\$ 13,177.45	\$ 1,275.00	\$ 16,575.00	\$ 1,200.00	\$ 15,600.00	\$ 1,500.00	\$ 19,500.00	\$ 690.00	\$ 8,970.00
340.01405	Private Concrete Driveway Replacement	900	SF	\$ 4.42	\$ 3,978.00	\$ 6.00	\$ 5,400.00	\$ 4.00	\$ 3,600.00	\$ 5.00	\$ 4,500.00	\$ 5.25	\$ 4,725.00
340.01600	Concrete Valley Gutter and Apron, MAG Detail 240	2,272	SF	\$ 5.90	\$ 13,404.80	\$ 5.50	\$ 12,496.00	\$ 6.00	\$ 13,632.00	\$ 7.00	\$ 15,904.00	\$ 6.40	\$ 14,540.80
345.01100	Adjust Sewer Manhole to Grade, COA Detail A1216	12	EA	\$ 270.25	\$ 3,243.00	\$ 350.00	\$ 4,200.00	\$ 325.00	\$ 3,900.00	\$ 500.00	\$ 6,000.00	\$ 380.00	\$ 4,560.00
345.01120	Adjust Sewer Cleanout to Grade, COA Detail A1310	9	EA	\$ 215.00	\$ 1,935.00	\$ 300.00	\$ 2,700.00	\$ 300.00	\$ 2,700.00	\$ 500.00	\$ 4,500.00	\$ 325.00	\$ 2,925.00
345.01410	Adjust Water Valve Box and Cover to Grade, MAG Detail 270	22	EA	\$ 215.00	\$ 4,730.00	\$ 300.00	\$ 6,600.00	\$ 300.00	\$ 6,600.00	\$ 300.00	\$ 6,600.00	\$ 325.00	\$ 7,150.00
350.01300	Sawcut & Remove Existing Asphalt Concrete Pavement	14,600	SY	\$ 0.65	\$ 9,490.00	\$ 6.20	\$ 90,520.00	\$ 1.25	\$ 18,250.00	\$ 2.00	\$ 29,200.00	\$ 1.50	\$ 21,900.00
350.01800	Remove Existing Concrete Curb and Gutter	853	LF	\$ 6.15	\$ 5,245.95	\$ 5.25	\$ 4,478.25	\$ 3.00	\$ 2,559.00	\$ 6.00	\$ 5,118.00	\$ 2.35	\$ 2,004.55
350.01810	Remove Existing Concrete Valley Gutter	1,357	SF	\$ 2.00	\$ 2,714.00	\$ 2.00	\$ 2,714.00	\$ 2.00	\$ 2,714.00	\$ 5.00	\$ 6,785.00	\$ 1.90	\$ 2,578.30
350.01900	Remove Existing Concrete Sidewalk and Ramp	3,774	SF	\$ 1.85	\$ 6,981.90	\$ 1.35	\$ 5,094.90	\$ 1.00	\$ 3,774.00	\$ 2.00	\$ 7,548.00	\$ 1.70	\$ 6,415.80

**CITY OF AVONDALE  
 BID TABULATION  
 EN11-022.2 CDBG Sidewalk and Street Improvements (ST1162)  
 BID DATE: May 12, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Markham Construction		Cactus Asphalt		Combs Construction		Visus Engineering		DCS Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
350.01920	Remove Existing Private Concrete Driveway	900	SF	\$ 1.97	\$ 1,773.00	\$ 2.80	\$ 2,520.00	\$ 2.00	\$ 1,800.00	\$ 4.00	\$ 3,600.00	\$ 1.80	\$ 1,620.00
350.30001	Remove Existing Chain Link Fence	25	LF	\$ 12.25	\$ 306.25	\$ 26.40	\$ 660.00	\$ 3.00	\$ 75.00	\$ 30.00	\$ 750.00	\$ 18.00	\$ 450.00
350.30003	Remove Existing Wrought Iron Fence	12	LF	\$ 12.25	\$ 147.00	\$ 55.00	\$ 660.00	\$ 5.00	\$ 60.00	\$ 30.00	\$ 360.00	\$ 24.00	\$ 288.00
350.50012	Remove Existing Block Fence	20	LF	\$ 12.25	\$ 245.00	\$ 70.00	\$ 1,400.00	\$ 20.00	\$ 400.00	\$ 30.00	\$ 600.00	\$ 24.00	\$ 480.00
351.46003	Relocate Existing Street Light	2	EA	\$ 199.00	\$ 398.00	\$ 433.00	\$ 866.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 205.00	\$ 410.00
401.01000	Traffic Control	1	LS	\$ 9,415.00	\$ 9,415.00	\$ 8,083.00	\$ 8,083.00	\$ 21,400.00	\$ 21,400.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
405.00020	Survey Monuments, MAG Detail 120-1 Type B	11	EA	\$ 86.00	\$ 946.00	\$ 81.00	\$ 891.00	\$ 75.00	\$ 825.00	\$ 100.00	\$ 1,100.00	\$ 90.00	\$ 990.00
420.00120	Install Chain Link Fence	50	LF	\$ 23.35	\$ 1,167.50	\$ 23.00	\$ 1,150.00	\$ 12.00	\$ 600.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00
421.20000	Install Wrought Iron Fence	25	LF	\$ 35.63	\$ 890.75	\$ 57.00	\$ 1,425.00	\$ 55.00	\$ 1,375.00	\$ 45.00	\$ 1,125.00	\$ 63.00	\$ 1,575.00
421.30000	Install Block Fence	40	LF	\$ 35.32	\$ 1,412.80	\$ 35.00	\$ 1,400.00	\$ 55.00	\$ 2,200.00	\$ 60.00	\$ 2,400.00	\$ 90.00	\$ 3,600.00
430.00001	Restore Landscape and Irrigation	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,774.00	\$ 5,774.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00
471.60042	Street Light Junction Box (APS Furnished, Contractor Installed)	15	EA	\$ 103.20	\$ 1,548.00	\$ 74.00	\$ 1,110.00	\$ 100.00	\$ 1,500.00	\$ 100.00	\$ 1,500.00	\$ 107.00	\$ 1,605.00
471.61141	Install 2½ inch Electric Street Light Conduit (APS)	1,250	LF	\$ 7.00	\$ 8,750.00	\$ 15.00	\$ 18,750.00	\$ 6.00	\$ 7,500.00	\$ 6.00	\$ 7,500.00	\$ 7.25	\$ 9,062.50
477.81010	100W HPS Street Light and Foundation, Complete	13	EA	\$ 1,947.35	\$ 25,315.55	\$ 1,935.00	\$ 25,155.00	\$ 1,700.00	\$ 22,100.00	\$ 1,700.00	\$ 22,100.00	\$ 2,260.00	\$ 29,380.00
610.08515	Remove & Replace Fire Hydrant, COA Detail A1361	6	EA	\$ 6,117.25	\$ 36,703.50	\$ 6,842.00	\$ 41,052.00	\$ 6,000.00	\$ 36,000.00	\$ 8,000.00	\$ 48,000.00	\$ 6,640.00	\$ 39,840.00
610.09006	Cut and Cap Existing Tee Connection	1	EA	\$ 851.65	\$ 851.65	\$ 876.00	\$ 876.00	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00
610.10001	Abandon Existing Water Service	1	EA	\$ 543.30	\$ 543.30	\$ 497.00	\$ 497.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 815.00	\$ 815.00
610.10570	#2 Water Meter Box and Cover Replacement	100	EA	\$ 140.94	\$ 14,094.00	\$ 317.00	\$ 31,700.00	\$ 200.00	\$ 20,000.00	\$ 400.00	\$ 40,000.00	\$ 165.00	\$ 16,500.00
610.10621	1-1/4"New Private Water Service Line	1	EA	\$ 839.15	\$ 839.15	\$ 1,031.00	\$ 1,031.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00
610.10630	Replace Existing ¾" Water Service Using Existing Saddle	29	EA	\$ 1,474.20	\$ 42,751.80	\$ 1,015.00	\$ 29,435.00	\$ 1,400.00	\$ 40,600.00	\$ 900.00	\$ 26,100.00	\$ 1,000.00	\$ 29,000.00
610.10640	Replace Existing ¾" Water Service with New Saddle	70	EA	\$ 1,562.12	\$ 109,348.40	\$ 1,174.00	\$ 82,180.00	\$ 1,650.00	\$ 115,500.00	\$ 1,200.00	\$ 84,000.00	\$ 1,500.00	\$ 105,000.00

CITY OF AVONDALE  
 BID TABULATION  
 EN11-022.2 CDBG Sidewalk and Street Improvements (ST1162)  
 BID DATE: May 12, 2011

Item No.	Description of Materials and/or Services	Qty	Unit	Markham Construction		Cactus Asphalt		Combs Construction		Visus Engineering		DCS Contracting	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
615.03102	Replace/Realign New Sewer Service Connection	4	EA	\$ 1,172.70	\$ 4,690.80	\$ 1,127.00	\$ 4,508.00	\$ 2,100.00	\$ 8,400.00	\$ 2,500.00	\$ 10,000.00	\$ 3,100.00	\$ 12,400.00
630.01206	Install 6" Water Valve, Box, and Cover, MAG Detail 391-1 Type C	2	EA	\$ 1,387.40	\$ 2,774.80	\$ 2,667.00	\$ 5,334.00	\$ 1,600.00	\$ 3,200.00	\$ 2,600.00	\$ 5,200.00	\$ 2,600.00	\$ 5,200.00
630.01208	Install 8" Water Valve, Box, and Cover, MAG Detail 391-1 Type C	3	EA	\$ 2,910.25	\$ 8,730.75	\$ 3,500.00	\$ 10,500.00	\$ 2,100.00	\$ 6,300.00	\$ 3,000.00	\$ 9,000.00	\$ 3,100.00	\$ 9,300.00
<b>SUBTOTAL</b>					\$ 870,630.75		\$ 798,718.98		\$ 848,174.00		\$ 875,000.00		\$ 872,130.40
<b>Taxes As Applicable</b>					\$ 55,459.18		\$ 50,841.96		\$ 54,028.68		\$ 55,737.50		\$ 55,555.00
<b>TOTAL</b>					\$ 926,089.93		\$ 849,560.94		\$ 902,202.68		\$ 930,737.50		\$ 927,685.40
<b>TOTAL SUBMITTED BY BIDDER</b>					\$ 926,089.93		\$ 849,223.94		\$ 902,202.68		\$ 930,737.50		\$ 927,685.40
	<b>Is the Contract Complete?</b>				No		No		Yes		Yes		Yes
	<b>Is Contract Properly Signed?</b>				Yes		Yes		Yes		Yes		Yes
	<b>Addendum 1 Signed, Complete and Attached?</b>				No		Yes		Yes		Yes		Yes
	<b>Bid Bond Attached?</b>				Yes		Yes		Yes		Yes		Yes
	<b>Contractor License Attached?</b>				Yes		Yes		Yes		Yes		Yes
	<b>Business License Attached?</b>				Yes		Yes		Yes		Yes		Yes
	<b>References Attached &amp; Complete?</b>				Yes		Yes		Yes		Yes		Yes
	<b>Exceptions to Specifications?</b>				No		No		No		No		No

**CITY OF AVONDALE**  
**BID TABULATION**  
**EN11-022.2 CDBG Sidewalk and Street Improvements (ST1162)**  
**BID DATE: May 12, 2011**

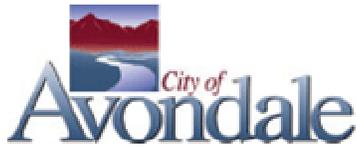
Item No.	Description of Materials and/or Services	Qty	Unit	Michael Valente		Carson Construction		Aloha Grading	
				Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price
107.02000	NPDES/SWPPP: AZPDES	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,200.00	\$ 5,200.00	\$ 4,000.00	\$ 4,000.00
107.04000	Miscellaneous Reimbursables	1	ALLOW	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
107.15000	Public Relations	1	ALLOW	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
108.01000	Construction Survey & Layout	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 10,500.00	\$ 10,500.00	\$ 6,000.00	\$ 6,000.00
108.01010	As-Built Documents	1	LS	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,100.00	\$ 1,100.00
109.09000	Mobilization/Demobilization	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 40,500.00	\$ 40,500.00	\$ 167,000.00	\$ 167,000.00
301.01000	Subgrade Preparation	14,529	SY	\$ 4.00	\$ 58,116.00	\$ 1.00	\$ 14,529.00	\$ 3.50	\$ 50,851.50
310.03000	Aggregate Base Course (8")	6,320	TON	\$ 18.00	\$ 113,760.00	\$ 11.00	\$ 69,520.00	\$ 9.00	\$ 56,880.00
321.00203	3" Asphaltic Concrete Pavement (19 mm Surface Course)	2,370	TON	\$ 72.00	\$ 170,640.00	\$ 85.00	\$ 201,450.00	\$ 65.00	\$ 154,050.00
336.01100	Permanent Pavement Replacement, MAG Detail 200-1Type A	24	SY	\$ 35.00	\$ 840.00	\$ 120.00	\$ 2,880.00	\$ 115.00	\$ 2,760.00
340.01004	Vertical/Roll Curb Transition, MAG Detail 221	14	EA	\$ 50.00	\$ 700.00	\$ 50.00	\$ 700.00	\$ 60.00	\$ 840.00
340.01130	4" Roll Curb and Gutter, MAG Detail 220 Type C	140	LF	\$ 10.00	\$ 1,400.00	\$ 14.00	\$ 1,960.00	\$ 12.00	\$ 1,680.00
340.01131	6" Vertical Curb and Gutter, MAG Detail 220 Type A	676	LF	\$ 10.00	\$ 6,760.00	\$ 14.00	\$ 9,464.00	\$ 9.00	\$ 6,084.00
340.01210	4" Thick Sidewalk, MAG Detail 230 (4' Wide)	3,162	SF	\$ 2.50	\$ 7,905.00	\$ 2.50	\$ 7,905.00	\$ 3.00	\$ 9,486.00
340.01360	Pedestrian Ramp, City of Tempe Detail T-326 (Modified)	13	EA	\$ 650.00	\$ 8,450.00	\$ 1,750.00	\$ 22,750.00	\$ 8.50	\$ 110.50
340.01405	Private Concrete Driveway Replacement	900	SF	\$ 3.50	\$ 3,150.00	\$ 4.00	\$ 3,600.00	\$ 4.00	\$ 3,600.00
340.01600	Concrete Valley Gutter and Apron, MAG Detail 240	2,272	SF	\$ 5.00	\$ 11,360.00	\$ 7.00	\$ 15,904.00	\$ 5.00	\$ 11,360.00
345.01100	Adjust Sewer Manhole to Grade, COA Detail A1216	12	EA	\$ 300.00	\$ 3,600.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00
345.01120	Adjust Sewer Cleanout to Grade, COA Detail A1310	9	EA	\$ 275.00	\$ 2,475.00	\$ 250.00	\$ 2,250.00	\$ 250.00	\$ 2,250.00
345.01410	Adjust Water Valve Box and Cover to Grade, MAG Detail 270	22	EA	\$ 275.00	\$ 6,050.00	\$ 300.00	\$ 6,600.00	\$ 250.00	\$ 5,500.00
350.01300	Sawcut & Remove Existing Asphalt Concrete Pavement	14,600	SY	\$ 2.50	\$ 36,500.00	\$ 7.00	\$ 102,200.00	\$ 2.00	\$ 29,200.00
350.01800	Remove Existing Concrete Curb and Gutter	853	LF	\$ 4.00	\$ 3,412.00	\$ 6.00	\$ 5,118.00	\$ 4.00	\$ 3,412.00
350.01810	Remove Existing Concrete Valley Gutter	1,357	SF	\$ 4.00	\$ 5,428.00	\$ 3.00	\$ 4,071.00	\$ 2.50	\$ 3,392.50
350.01900	Remove Existing Concrete Sidewalk and Ramp	3,774	SF	\$ 2.00	\$ 7,548.00	\$ 1.25	\$ 4,717.50	\$ 2.00	\$ 7,548.00

**CITY OF AVONDALE**  
**BID TABULATION**  
**EN11-022.2 CDBG Sidewalk and Street Improvements (ST1162)**  
**BID DATE: May 12, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	Michael Valente		Carson Construction		Aloha Grading	
				Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price
350.01920	Remove Existing Private Concrete Driveway	900	SF	\$ 2.00	\$ 1,800.00	\$ 2.00	\$ 1,800.00	\$ 3.00	\$ 2,700.00
350.30001	Remove Existing Chain Link Fence	25	LF	\$ 6.00	\$ 150.00	\$ 2.00	\$ 50.00	\$ 4.00	\$ 100.00
350.30003	Remove Existing Wrought Iron Fence	12	LF	\$ 10.00	\$ 120.00	\$ 2.00	\$ 24.00	\$ 4.00	\$ 48.00
350.50012	Remove Existing Block Fence	20	LF	\$ 16.00	\$ 320.00	\$ 210.00	\$ 4,200.00	\$ 30.00	\$ 600.00
351.46003	Relocate Existing Street Light	2	EA	\$ 500.00	\$ 1,000.00	\$ 210.00	\$ 420.00	\$ 200.00	\$ 400.00
401.01000	Traffic Control	1	LS	\$ 19,000.00	\$ 19,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
405.00020	Survey Monuments, MAG Detail 120-1 Type B	11	EA	\$ 200.00	\$ 2,200.00	\$ 100.00	\$ 1,100.00	\$ 150.00	\$ 1,650.00
420.00120	Install Chain Link Fence	50	LF	\$ 20.00	\$ 1,000.00	\$ 6.00	\$ 300.00	\$ 8.00	\$ 400.00
421.20000	Install Wrought Iron Fence	25	LF	\$ 30.00	\$ 750.00	\$ 30.00	\$ 750.00	\$ 12.00	\$ 300.00
421.30000	Install Block Fence	40	LF	\$ 30.00	\$ 1,200.00	\$ 80.00	\$ 3,200.00	\$ 32.00	\$ 1,280.00
430.00001	Restore Landscape and Irrigation	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
471.60042	Street Light Junction Box (APS Furnished, Contractor Installed)	15	EA	\$ 100.00	\$ 1,500.00	\$ 80.00	\$ 1,200.00	\$ 98.00	\$ 1,470.00
471.61141	Install 2½ inch Electric Street Light Conduit (APS)	1,250	LF	\$ 7.00	\$ 8,750.00	\$ 19.60	\$ 24,500.00	\$ 7.00	\$ 8,750.00
477.81010	100W HPS Street Light and Foundation, Complete	13	EA	\$ 1,600.00	\$ 20,800.00	\$ 1,260.00	\$ 16,380.00	\$ 1,950.00	\$ 25,350.00
610.08515	Remove & Replace Fire Hydrant, COA Detail A1361	6	EA	\$ 9,000.00	\$ 54,000.00	\$ 5,700.77	\$ 34,204.62	\$ 6,000.00	\$ 36,000.00
610.09006	Cut and Cap Existing Tee Connection	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00
610.10001	Abandon Existing Water Service	1	EA	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 550.00	\$ 550.00
610.10570	#2 Water Meter Box and Cover Replacement	100	EA	\$ 125.00	\$ 12,500.00	\$ 200.00	\$ 20,000.00	\$ 150.00	\$ 15,000.00
610.10621	1-1/4"New Private Water Service Line	1	EA	\$ 625.00	\$ 625.00	\$ 1,050.00	\$ 1,050.00	\$ 900.00	\$ 900.00
610.10630	Replace Existing ¾" Water Service Using Existing Saddle	29	EA	\$ 950.00	\$ 27,550.00	\$ 1,050.00	\$ 30,450.00	\$ 850.00	\$ 24,650.00
610.10640	Replace Existing ¾" Water Service with New Saddle	70	EA	\$ 1,335.00	\$ 93,450.00	\$ 1,050.00	\$ 73,500.00	\$ 1,200.00	\$ 84,000.00

CITY OF AVONDALE  
 BID TABULATION  
 EN11-022.2 CDBG Sidewalk and Street Improvements (ST1162)  
 BID DATE: May 12, 2011

Item No.	Description of Materials and/or Services	Qty	Unit	Michael Valente		Carson Construction		Aloha Grading	
				Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price
615.03102	Replace/Realign New Sewer Service Connection	4	EA	\$ 2,000.00	\$ 8,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,200.00	\$ 4,800.00
630.01206	Install 6" Water Valve, Box, and Cover, MAG Detail 391-1 Type C	2	EA	\$ 3,800.00	\$ 7,600.00	\$ 1,200.00	\$ 2,400.00	\$ 3,200.00	\$ 6,400.00
630.01208	Install 8" Water Valve, Box, and Cover, MAG Detail 391-1 Type C	3	EA	\$ 4,500.00	\$ 13,500.00	\$ 1,450.00	\$ 4,350.00	\$ 4,200.00	\$ 12,600.00
<b>SUBTOTAL</b>					\$ 880,409.00		\$ 841,197.12		\$ 830,202.50
<b>Taxes As Applicable</b>					\$ 56,082.00		\$ 57,463.75		\$ 49,729.34
<b>TOTAL</b>					\$ 936,491.00		\$ 898,660.87		\$ 879,931.84
<b>TOTAL SUBMITTED BY BIDDER</b>					\$ 936,491.00		\$ 894,460.87		\$ 841,142.00
	<b>Is the Contract Complete?</b>				No		Yes		Yes
	<b>Is Contract Properly Signed?</b>				No		Yes		Yes
	<b>Addendum 1 Signed, Complete and Attached?</b>				No		Yes		Yes
	<b>Bid Bond Attached?</b>				Yes		Yes		Yes
	<b>Contractor License Attached?</b>				Yes		Yes		Yes
	<b>Business License Attached?</b>				Yes		Yes		Yes
	<b>References Attached &amp; Complete?</b>				Yes		Yes		Yes
	<b>Exceptions to Specifications?</b>				No		No		No



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2979-611 - Amendment to the Intergovernmental Agreement with Maricopa County Library District

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing the Fourth Amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Library District (MCLD) for the Reciprocal Borrowing Program (RBP), extending the agreement to June 30, 2012 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The RBP is collaboration between MCLD and participating valley cities. The program provides a seamless use of libraries throughout Maricopa County for patrons, and offers financial reimbursement to local municipalities for non-residents who use city libraries. On July 1, 2001 the City of Avondale entered into an IGA with the MCLD authorizing the RBP. This agreement stipulates that the city will provide library services to non-residents of the City of Avondale under the same regulations as the City uses to serve Avondale residents. The services include access to and use of City library facilities for the purpose of identifying, reading, using or borrowing books and materials, library reference services, children's library services and other library services mutually agreed upon between the City and the MCLD.

The IGA further provided that the City of Avondale will receive an annual reimbursement of \$20 per patron for non-residents usage of the City of Avondale Public Library. The per-patron amount received is based on current Maricopa County tax receipts. The amount received by participating municipalities is calculated based upon non-residents using the Avondale Public Library less Avondale residents using other participating libraries. The parameters of this agreement prevent the City of Avondale from ever owing money to the Maricopa County Library District. If the City is not eligible for reimbursement, no money will change hands.

The agreement with MCLD is an annual agreement. MCLD reviews the reimbursement rate each year and makes changes based on county revenue projections.

**DISCUSSION:**

This is the fourth amendment to this agreement. On April 17, 2006, Council approved the First Amendment to the IGA which allowed the County to raise the reimbursement amount in two phases to \$24.50 for FY 05/06 and then again in FY 06/07 to \$29.00 based on revenue projections. On May 18, 2009 City Council approved the Second Amendment decreasing the RBP reimbursement rate to \$26.00. On July 19, 2010 Council approved the Third Amendment increasing the Reciprocal Borrowing Program (RBP) reimbursement rate to \$28.50.

Approval of this amendment will extend the agreement for an additional year until June 30, 2012. There is no change to the RBP reimbursement rate this year. However, the RBP agreements are annual agreements and require an annual extension whether there is a rate increase or not. MCLD will re-assess the rate each year based on their financial outlook.

**BUDGETARY IMPACT:**

There is no budget impact to this agreement. The City of Avondale RBP reimbursement rate will remain at \$28.50 per net non-resident user. For the fiscal years of 2009 and 2010, the City has received an average of \$120,000 for both libraries. Current fiscal year 2011 collections are slightly ahead of prior year collections.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing the Fourth Amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Library District (MCLD extending the RBP agreement to June 30, 2012 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [Resolution 2979-611](#)

**RESOLUTION NO. 2979-611**

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

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

SECTION 1. The Fourth Amendment to Intergovernmental Agreement with the Maricopa County Library District, relating to the reciprocal borrowing program (the “Amendment”) is hereby approved substantially in the form attached hereto as Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, June \_\_\_\_, 2011.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2979-611

(Fourth Amendment to Intergovernmental Agreement)

See following pages.

FOURTH AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
MARICOPA COUNTY LIBRARY DISTRICT  
AND THE CITY OF AVONDALE  
FOR  
THE RECIPROCAL BORROWING PROGRAM

Agenda # \_\_\_\_\_

THIS FOURTH AMENDMENT ("Amendment") TO INTERGOVERNMENTAL AGREEMENT C-65-02-011-2 that was effective July 1, 2001, by and between the City of Avondale ("City") and the Maricopa County Library District ("Library District"), with reference to the following facts:

RECITALS

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

WHEREAS the City has participation in this program; and

WHEREAS the Library District is willing to continue the program;

NOW THEREFORE the City and the Library District agree that the IGA, effective July 1, 2001, shall continue with the following amendments:

AMENDMENTS

- 1.1. The effective date for services under this Amendment shall be July 1, 2011 to June 30, 2012.
- 1.2. The Library District shall reimburse the City, semi-annually, at a rate of \$28.50 per net non-resident user.
- 1.3. The IGA, as amended by this Amendment, is hereby confirmed. All other terms and conditions of the IGA shall remain in full force and effect.

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

CITY OF AVONDALE

MARICOPA COUNTY  
LIBRARY DISTRICT

By: \_\_\_\_\_  
Mayor  
City of Avondale

By: \_\_\_\_\_  
Chairman, Board of Directors  
Maricopa County Library District

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk Date

By: \_\_\_\_\_  
Clerk of the Board Date

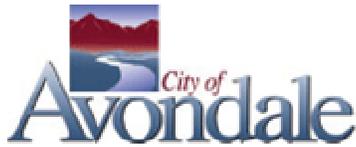
The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Attorney  
City of Avondale

\_\_\_\_\_  
Attorney  
Maricopa County Library District

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

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



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2981-611 - Intergovernmental Agreement with the City of Phoenix for Fixed Route Transit Services

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Rogene Hill, Assistant City Manager (623) 333-1012

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a Resolution approving an Intergovernmental Agreement with the City of Phoenix for fixed route transit services and authorize the Mayor and City Clerk to execute the appropriate documents.

**BACKGROUND:**

The City of Avondale entered into Intergovernmental Agreement No. 104703 with the City of Phoenix, beginning in FY03-04 for transit services to the Small Urbanized Area (UZA). This IGA has been renewed and amended annually since July 2004. This year the Agreement was updated to more clearly describe the agreement between Phoenix and the UZA with respect to how transit services are purchased. Phoenix and Avondale transit and finance staffs have discussed various payment options and have come to an agreement that Phoenix will present Avondale with a monthly bill and Avondale will pay the local share on a monthly basis. Phoenix in turn, will draw down the Federal Transit Funding monthly from the Avondale UZA Account and will not wait until the end of the year to draw these federal funds.

The proposed public transit services provided by the City of Phoenix for FY11/12 are:

- START Route 131 (60 minute service frequency) - This service will be replaced by the circulator July 22, 2011
- Route 17 - McDowell Road (60 minute frequency)
- Route 560 - RAPID Express (morning and evening commuter service)
- Route 3 - Van Buren Street (60 minute frequency)
- American's with Disabilities Act (ADA) service adjacent to the fixed route bus services

**DISCUSSION:**

Federal Transit Administration funds are authorized to be used for operating expenses for this Small UZA. The FY 2012 FTA award for the UZA is estimated at \$925,000. The estimated cost for Phoenix to provide services is \$1,081,242. Under this new payment arrangement, Phoenix will draw down the FTA funds monthly and not charge the UZA carrying costs. This improved IGA and payment arrangement benefits all parties.

**BUDGETARY IMPACT:**

The total cost to the City of Avondale during FY11-12 will be an estimated \$1,081,242. However, Federal Transit funding will be coming in at an amount of \$925,000. Funding is available in the FY11-12 budget in the transit services fund 215. Staff will bill Goodyear and Tolleson for their proportionate share of the local match.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Phoenix for fixed route transit services for an estimated annual cost of \$1,081,242, and authorize the Mayor and City Clerk to execute the appropriate documents.

**ATTACHMENTS:**

Click to download

 [Resolution 2981-611](#)

**RESOLUTION NO. 2981-611**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX RELATING TO FIXED-ROUTE TRANSIT SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Phoenix relating to fixed-route transit services (the “Agreement”) is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 6, 2011.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2981-611

(Agreement)

See following pages.

**AGREEMENT NO.**

**CITY OF PHOENIX, ARIZONA  
PUBLIC TRANSIT DEPARTMENT**

**AGREEMENT BETWEEN THE CITY OF PHOENIX  
AND  
THE CITY OF AVONDALE  
(Fixed Route Agreement)**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF PHOENIX, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter referred to as PHOENIX) and the City of Avondale, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter referred to as AVONDALE).

**W I T N E S S E T H :**

WHEREAS, the City Manager of the City of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services (A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969); and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, AVONDALE has broad statutory and Charter authority to exercise municipal powers, functions, rights, privileges and immunities of every name and nature and may enter into intergovernmental agreements with other governmental entities (Article 1, Section 3 and Article 1, Section 3-1, Charter of the City of Avondale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, PHOENIX is willing to provide fixed-route public transit services and AVONDALE is willing to pay for such services; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and other authority; NOW, THEREFORE,

IT IS HEREBY AGREED as follows:

## **SECTION I - SERVICES OF PHOENIX**

### A. Basic Services

PHOENIX shall provide administrative services, equipment, personnel and management services to provide AVONDALE with scheduled fixed-route transit service. Scheduled transit service for AVONDALE will be delivered by PHOENIX through its contractors.

The following are the routes covered by this Agreement for the first year:

#### Route

3, 17, 131, Dial-a-Ride

### B. Fares

The current fare structure, as outlined in **Exhibit A**, shall be enforced by PHOENIX through its contractors. PHOENIX reserves the right to change the fare structure.

### C. Reports

PHOENIX shall provide AVONDALE with quarterly reports on ridership within AVONDALE.

### D. Planning, Scheduling and Routing

PHOENIX shall provide AVONDALE with services to facilitate transit planning, scheduling and routing for scheduled bus service within AVONDALE city limits. This bus service shall be coordinated with scheduled fixed-route service throughout the Phoenix Urban Area. AVONDALE shall determine the level of service required subject to considerations of scheduling, routing and the availability of equipment to deliver the service. After the mid fiscal year, PHOENIX will provide estimates of the current fiscal year and a general estimation for service for the upcoming fiscal year.

### E. Notification

Based upon available information, PHOENIX shall notify AVONDALE as soon as reasonably practicable if the maximum contract costs for service as estimated herein, appears to be insufficient to pay the actual cost of service provided. Thereafter, the amount due hereunder shall be adjusted to reflect the new estimate of the cost of service. There shall also be a final year-end reconciliation as described in Section III (F).

## **SECTION II - TERM**

This Agreement shall be effective upon the date entered and will end on June 30, 2016. The requirements in the Contract will begin on July 1 of the first fiscal year of the contract. Each year the contract will be amended to incorporate revised mileage, revenue and cost estimates by written notification from the Public Transit Director.

A. The parties will work to provide for a timely execution of all change orders, particularly those change orders that provide the mileage, revenue and cost estimates for the fiscal year. Accordingly, if AVONDALE fails to execute the change order within 30 days after remittance, AVONDALE agrees to pay a 12% annual charge computed on a monthly basis.

## **SECTION III - PAYMENTS TO PHOENIX**

For all services described under Section I of this Agreement, AVONDALE shall pay PHOENIX as follows for the first year of service:

A. The annual gross fee for the first year is estimated to be \$1,133,458. Estimated revenue is \$72,216. The costs for Federal Transit Administration (FTA) grant administrative support is \$20,000 resulting in an estimated net cost to the City of Avondale of \$1,081,242.

B. For purposes of this Agreement the following estimates are provided:

(1) Mileage – 143,434;

C. The addition of Regional Public Transportation Authority (RPTA) funded transit service may modify some existing routes. Section 28-2521, Arizona Revised Statutes, prohibits supplanting any existing transit service with RPTA funded service.

D. Payment estimates are based upon **EXHIBIT B**.

E. Projected payments consist of eleven (11) equal installments and one (1) single installment shall be made as follows:

Payment No. 1 is due July 1 or upon execution of the Agreement or Change Order, whichever occurs sooner.

Payment No. 2 is due on or before August 1 of the same fiscal year.

Payment No. 3 is due on or before September 1 of the same fiscal year.

Payment No. 4 is due on or before October 1 of the same fiscal year.

Payment No. 5 is due on or before November 1 of the same fiscal year.

Payment No. 6 is due on or before December 1 of the same fiscal year.  
Payment No. 7 is due on or before January 1 of the same fiscal year.  
Payment No. 8 is due on or before February 1 of the same fiscal year.  
Payment No. 9 is due on or before March 1 of the same fiscal year.  
Payment No. 10 is due on or before April 1 of the same fiscal year.  
Payment No. 11 is due on or before May 1 of the same fiscal year.  
Payment No. 12 is due on or before June 1 of the same fiscal year.

Late payments shall be subject to a 12% annual charge computed on a monthly basis.

F. PHOENIX will do a financial reconciliation of this Agreement after June 30<sup>th</sup> of each contract year. This includes cost adjustments due to the actual costs versus estimated costs. Thereafter, the parties will make a final adjustment of sums due from or payable to AVONDALE so that all recoverable costs have been paid but assuring that AVONDALE has not paid more than the fully allocated cost of service.

#### **SECTION IV - AVONDALE 'S RESPONSIBILITIES**

##### A. Administrative

1. AVONDALE shall provide PHOENIX with information and assistance in making applications for federal financial assistance; and
2. AVONDALE shall provide PHOENIX with one hundred twenty (120) calendar days prior written notice, subject to the provisions of V (D), for any and all service changes.

##### B. Bus Stops

1. AVONDALE shall be responsible for installing bus stop signs on existing or newly established routes within the City of AVONDALE. Sign location, installation, size, appearance and content shall follow the RPTA and Americans with Disabilities Act (ADA) regulations and guidelines.
2. AVONDALE shall be responsible for assuring that all bus stops within its city limits meet all applicable legal standards, including but not limited to ADA requirements, for accessibility and other relevant factors, have appropriate amenities, are properly signed, and are regularly maintained to assure a clean environment for transit passengers.

## **SECTION V - GENERAL CONDITIONS**

### **A. Records**

The parties, the Federal Transit Administration, the Comptroller General of the United States, or any designee shall have access to any books, documents, papers and records which are pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. All required records shall be maintained for a minimum of five years after all pending matters are closed.

### **B. Covenant Against Contingent Fees**

Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of Congress, no member of the PHOENIX or AVONDALE City Council, and no officer, agent, or employee of PHOENIX or AVONDALE has any interest, financially or otherwise, in this Agreement.

### **C. Alteration in Character of Work**

Minor alterations in the character of work shall be authorized in writing by AVONDALE and acknowledged by PHOENIX by letter. Costs associated with minor changes will be reflected in the year end reconciliation of final costs. Whenever an alteration in the character of work results in a substantial change in the nature of services, thereby materially increasing the maximum costs of the Agreement, a Contract Change Order or Supplemental Agreement shall be executed by PHOENIX and AVONDALE. Any reductions in service that reduce the contract amount by 10% of the total contract fee, or more, requires an executed Contract Change Order or Supplemental Agreement. All other service reductions shall be reflected in the year end reconciliation.

### **D. Termination or Changes in Service**

PHOENIX and AVONDALE hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.

Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing one hundred twenty (120) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

The parties acknowledge that PHOENIX contracts the services pursuant to this Agreement with a third party contractor. Pursuant to those corresponding contracts, the operator contractor must be timely notified by PHOENIX of a change in service no more than twice a year. Accordingly, AVONDALE is required to notify PHOENIX in writing concerning a termination of this Agreement in its entirety or of a request to changes in services at least one hundred twenty (120) calendar days prior to January 1 of the applicable fiscal year or July 1 for the subsequent fiscal year. Failure to notify Phoenix within the applicable one hundred twenty (120) day notice requirement will result in AVONDALE paying for services for the applicable half-year.

Upon termination, PHOENIX shall calculate actual expenses incurred up to and including the date of termination together with any penalty or costs imposed by FTA and any related labor costs (the total of which is hereinafter referred to as "termination costs"). If AVONDALE has paid PHOENIX sums in excess of the termination costs, PHOENIX shall refund the excess; if AVONDALE has paid PHOENIX an amount less than the termination costs, then AVONDALE shall pay to PHOENIX an amount equal to the difference between the termination costs and the amount that AVONDALE has already paid under this Agreement.

Final payment shall be made within sixty (60) calendar days after the termination of service.

E. Additional Work

Compensation for additional work, when authorized by executed Contract Change Order or Supplemental Agreement, shall be in such sum as may be mutually agreed upon by both parties.

F. Assignability; Successors and Assigns

This Agreement shall not be assignable, except with the prior written consent of the parties hereto. Any attempt to assign without such prior written consent shall be void. Further, the Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

G. Labor Protective Provisions

AVONDALE shall reasonably cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S.Code (formerly Section 13(c) of the Federal Transit Act) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. AVONDALE shall

defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by AVONDALE, that were not requested by PHOENIX which result in grievances, claims and/or liability.

#### H. Indemnification

Each party to this Agreement agrees to defend, indemnify, save and hold harmless the other party, from all liabilities, suits, obligations, claims, damages, fines, costs and expenses (including reasonable attorney's fees) to the extent, but only to the extent, that they are attributable, directly or indirectly, to the indemnifying party's performance (or failure to perform) any term, provision, or other obligation hereunder.

#### I. Relationship of Parties

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity for the other. Each party shall be solely and entirely responsible for its acts and the acts of its agents and employees during the performance of this Agreement.

#### J. Cancellation

This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

#### K. Title VI Assurances

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color, sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

#### L. Third Party Beneficiary Clause

The parties expressly agree that this Agreement is not intended by any of its provisions to create of the public or any member thereof a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

#### M. ADA Compliance

The parties agree that the services provided by each party, whether directly or through a contractor, must be accessible to people with disabilities. The parties will

provide the services specified in this agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The parties agree not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this agreement.

N. Notice

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to AVONDALE:

Kristen Sexton, Transit Administrator  
11465 W. Civic Center Drive, Suite 280  
Avondale, AZ 85323-6809  
Telephone: (623) 333-1030  
FAX: (623) 333-0100

If to PHOENIX:

Debbie Cotton  
Public Transit Director  
City of Phoenix Public Transit Department  
302 N. 1st Avenue, Ste. 900  
Phoenix, AZ 85003  
Telephone: (602) 262-7617  
FAX: (602) 495-2002

Notices shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either party may change its mailing address or the person to receive Notice by notifying the other party as provided in this paragraph.

Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

O. Confidentiality and Data Security

The parties acknowledge that there is no shared data derived pursuant to this Agreement that is either personal identifying information or restricted City information. Accordingly, there is no need for either party to secure or protect any shared data that is provided pursuant to this Agreement.

P. Legal Worker Requirement

The Cities are prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

2. A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

3. The Cities retain the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

Q. Iran and Sudan

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

R. Recording of Agreement

This Agreement shall be in full force and effect upon approval by the Council of each City, when executed by their duly authorized officials.

S. AVONDALE Specific Provisions

The parties shall comply with the provisions of **EXHIBIT C**.

**SECTION VI - EXHIBITS**

The following Exhibits are attached

- |           |                                   |
|-----------|-----------------------------------|
| Exhibit A | Fare Policy                       |
| Exhibit B | Purchase of Service Cost Estimate |
| Exhibit C | AVONDALE Provisions               |
| Exhibit D | FTA required clauses              |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA  
David Cavazos, City Manager

By: \_\_\_\_\_  
Debbie Cotton  
Public Transit Director

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON \_\_\_\_\_.

CITY OF AVONDALE, ARIZONA  
A Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
City Clerk - AVONDALE

APPROVED BY AVONDALE CITY COUNCIL BY FORMAL ACTION ON: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with the requirements of ARS Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

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Attorney for the City of Phoenix

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Attorney for AVONDALE

## EXHIBIT A

### Public Transit Fares

<b>FARE STRUCTURE</b>
-----------------------

1.	Full Fare	Local Bus/Rail*	Express/RAPID**
	One-Ride Cash Fare (EACH BOARDING)	\$ 1.75	\$ 2.75
	One-Day Pass (off the bus)	\$ 3.50*	\$ 5.50*
	One-Day Pass (on the bus)	\$ 5.25*	\$ 7.25*
	31-Day Pass	\$55.00	\$85.00
	7-Day Pass	\$17.50	N/A
	3-Day Pass	\$10.50	N/A

\* “Off the bus” means passes acquired before boarding the bus. “On the bus” means passes acquired after boarding the bus.

\*\* Passengers using a full fare local bus/rail pass for Express/RAPID service are required to pay the difference in fares based on the one-ride full cash fare.

2.	Reduced Fare	Local Bus/Rail*	Express/RAPID**
	One-Ride Cash Fare (EACH BOARDING)	\$ 0.85	N/A**
	One-Day Pass (off the bus)	\$ 1.75*	N/A**
	One-Day Pass (on the bus)	\$ 2.60*	N/A**
	31-Day Pass	\$27.50	N/A**
	7-Day Pass	\$ 8.75	N/A**
	3-Day Pass	\$ 5.25	N/A**

Youth ages 6 to 18, people 65 or over, persons with disabilities, and persons who have been issued a Medicare card by the Social Security Administration are eligible for reduced fares. Any photo ID showing an individual’s age is acceptable proof of age for youth and seniors. The Valley Metro Reduced-Fare Identification Card is available for \$2.50 and is also acceptable as proof of eligibility.

\* “Off the bus” means passes acquired before boarding the bus. “On the bus” means passes acquired after boarding the bus.

\*\* No reduced fare is offered on Express/RAPID. A Passenger using a reduced fare local bus/rail pass for Express/RAPID service is required to pay the difference in fares based on one-ride full cash fare.

### 3. Semester Passes

Semester Passes can be purchased by full-time students enrolled in technical, trade, college, or graduate courses at participating schools. Passes are good for unlimited rides on local bus/rail service for the time period printed on the pass.

Fall/Spring Semester Pass	\$195.00
Summer Semester Pass	\$125.00

Passes are valid on Express/RAPID for an upgrade of \$1.00.

#### REDUCED FARE

Spring/Fall Semester Pass	\$97.50
Summer Semester Pass	\$62.50

Reduced passes are valid on Express/RAPID for an upgrade of \$1.90

### 4. Free Fare

Children under age six are not charged a fare for local bus/rail Express/RAPID service when accompanied by a responsible, fare-paying adult. Free fares do not apply to dial-a-ride service. Free fares are also provided via the Group Field Trip Program for elementary school classes using local bus/rail service during non-peak hours of service.

### 5. Free Business Shuttle/Neighborhood Circulator Service

Business shuttle service (DASH) and Phoenix Neighborhood Circulator Service are free to all passengers.

## PROGRAMS

### 1. Platinum Pass Program

Platinum Pass is a transit credit card available to companies or organizations for their employees or students. The cardholder is charged the appropriate fare for each boarding on Local and Express/RAPID bus and rail service. At the end of the month, a bill and an itemized statement is issued for each boarding up to the monthly cap for each pass's usage. Passes are capped at the maximum price of an Express/RAPID pass. A detailed report of actual boardings charged can be purchased for \$25 per month. The company or organization is solely responsible for the cost of the program.

## 2. Homeless Provider Program

Homeless service providers are eligible to receive full fare passes at half price. An agency/organization must be a homeless service provider with IRS 501(c)(3) status or a governmental agency that provides community/ social service assistance to homeless persons. Clients must meet the definition of "homeless" or "homeless individual or homeless person" as set forth in Title 42, Chapter 119, Subchapter I, and Section 11302 of the United States Code.

## 3. Automatic Mail Program

The Automatic Mail Plan is designed for passenger convenience. By the end of each month, participants receive their passes with a bill for that order. If the pass is lost in the mail, the pass will be replaced.

## 4. Arizona State University (ASU) Pass Program

The ASU pass is provided to all students who request one. ASU pays a fixed rate per boarding for students based on the average Platinum pass fare per boarding for the prior period. The rate is adjusted annually.

## 5. Light Rail/U.S. Airways Center Event Day Pilot Program

With the Light Rail/U.S. Airways Center Event Day Pilot Program, patrons holding tickets for a U.S. Airways Center event will be able to ride Light Rail on the date of the event. The event tickets will be honored for Light Rail four (4) hours prior to the start of the event and until the end of the transit day. Event tickets will not be valid for travel on transit buses. The pilot program will be in effect from October 1, 2009 until June 30, 2015.

# DISTRIBUTION

## 1. For Passengers

All passes (except for semester passes) – are sold at locations valley-wide.

- The cities of Gilbert, Mesa, Phoenix, Scottsdale, and Tempe have at least one public outlet for passengers to purchase fare media.
- The City of Phoenix currently sells fare media at Central Station, Ed Pastor, Sunnyslope, and Metrocenter Transit Centers.

## 2. For Public Outlets

Public Sales Outlets sell fare media to the general public and receive a 4% commission. Public Outlets are provided with Bus Books and other marketing materials to help promote the sale of passes.

## 3. For Private Outlets

Private Sales Outlets are able to sell or offer fare media to their employees,

students or clients. Private Outlets are provided with Bus Books and other marketing materials to help promote the sale of passes.

#### 4. Refunds

No refunds are offered for lost or unused portions of passes, except passes lost in the mail for Automatic Mail Plan customers. (See Programs, 3. Automatic Mail Program.)

## PHOENIX DIAL-A-RIDE

#### 1. Phoenix Dial-a-Ride/Transit Monthly Pass

This pass is available to ADA Certified persons living within the City of Phoenix through the Automatic Mail Program only. The pass can be used any time on local bus/rail service throughout the region and is accepted only on Phoenix Dial-a-Ride trips. The pass is valid on Express/RAPID service for a \$1.90 upgrade.

Phoenix ADA Monthly Dial-a-Ride Pass \$65.00

2. Passenger Type	First Zone	Each Additional Zone
Same Day Service - Reduced,	\$2.50 or 7 tickets**	\$1.50 or 3 ticket**
Same Day Service - Regular	\$5.00 or 10 tickets**	\$3.00 or 6 tickets**
ADA Scheduled Trip	\$3.50 or 7 tickets**	N/A
Regional Dial-a-Ride Ticket	\$0.50 each	

Cash, Phoenix ADA Monthly Dial-a-Ride/Transit Pass, and Regional Dial-a-Ride Tickets are accepted. The Phoenix ADA Monthly Dial-a-Ride Pass (see below) is available through the Automatic Mail Program (see Programs, item 3). The Dial-a-Ride Ticket can only be used on participating Dial-a-Ride services.

#### 3. Dial-a-Ride Transfers

To/From Other Dial-a-Ride Providers: Transfers to Glendale and East Valley Dial-a-Rides and Paradise Valley ADA Service can be coordinated. ADA

passengers pay a flat-rate fare to the Dial-a-Ride provider serving the area where their trip begins; they are not required to pay additional fares or charges when transferring to another dial-a-ride provider.

**EXHIBIT B**

**CITY OF AVONDALE  
PURCHASE OF TRANSIT SERVICES  
CONTRACT ESTIMATE  
FISCAL YEAR 2011-12**

**ELIMINATE ROUTE 131 - EFFECTIVE JULY 25, 2011**

<b>Route</b>	<b>Service Provider</b>	<b>Miles Per Day</b>	<b>Service Days</b>	<b>Annual Miles/Hrs</b>	<b>Rate Per Mile/Hr</b>	<b>Annual Cost</b>	<b>Estimated Revenue</b>	<b>Net Cost</b>
<b>Weekday:</b>								
3 A	First	161.2	251	40,461.2	\$ 6.4750	\$261,988	\$ (4,524)	\$257,463
3 G	First	3.7	251	928.7	\$ 6.4750	\$6,013	\$ (15)	\$ 5,998
3 T	First	89.6	251	22,489.6	\$ 6.4750	\$145,621	\$ (2,575)	\$143,046
<b>Saturday:</b>								
3 A	First	161.2	52	8,382.4	\$ 6.4750	\$ 54,276	\$ (937)	\$53,339
3 G	First	3.7	52	192.4	\$ 6.4750	\$1,246	\$ (3)	\$1,243
3 T	First	89.6	52	4,659.2	\$ 6.4750	\$30,169	\$ (533)	\$29,635
<b>Weekday:</b>								
17 A	First	141.4	251	35,491.4	\$ 6.4750	\$229,808	\$(19,746)	\$210,063
17 G	First	62.7	251	15,737.7	\$ 6.4750	\$101,902	\$ (8,499)	\$93,404
<b>Saturday:</b>								
17 A	First	132.0	52	6,864.0	\$ 6.4750	\$ 44,445	\$ (3,819)	\$40,626
17 G	First	58.5	52	3,042.0	\$ 6.4750	\$19,697	\$ (1,643)	\$18,054
<b>Weekday:</b>								
131	First	271.8	15	4,077.0	\$ 6.3661	\$25,955	\$ (1,576)	\$24,379
131	First	73.9	15	1,108.5	\$ 6.3661	\$ 7,057	\$ (301)	\$6,756
Dial-a-Ride			303	3,950.0	\$ 51.9700	\$205,282	\$(28,045)	\$177,237
Grant/Administrative Support Services								\$ 20,000
Total Cost								\$1,081,242

**EXHIBIT C**

A. Warrant of Compliance. Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. Breach of Warranty. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. Right to Inspect. Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

D. Random Verification. Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

E. Federal Employment Verification Provisions – No Material Breach. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. Inclusion of Article in Other Contracts: The provisions of this Exhibit must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

G. Prohibition of Doing Business with Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

## EXHIBIT D

### FTA REQUIRED CLAUSES

#### **Federal Transit Administration (FTA) Required Clauses (Operations/Management)**

This procurement is being funded, in whole or in part, with federal funds through Federal Transit Administration (FTA). As consequence of that funding, the following FTA mandated provisions are included in this proposal.

#### **1. No Obligation by the Federal Government**

- (1) The City and the Proposer acknowledge and agree that:  
Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.
- (2) The Proposer shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-proposer who will be subject to its provisions.

#### **2. Program Fraud and False or Fraudulent Statements or Related Acts**

The Proposer acknowledges and agrees that:

- (1) The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Contract, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which work under this Contract is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.
- (2) If the Proposer makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the

right to impose the penalties of 18 U.S.C, § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

- (3) The Proposer shall include the above two (2) clauses in each subcontract financed in whole or in part with federal assistance provided by FTA and each such clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **3. Access to Records**

- (1) In accordance with 49 C.F.R, 18,36(i), the Proposer shall provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Proposer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Pursuant to 49 C.F.R. 633.17, the Proposer shall provide the FTA Administrator or his authorized representatives including any PMO contractor access to Proposer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Proposer shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy such excerpts and transcriptions as are reasonably needed.
- (3) Proposer shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Proposer agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- (4) FTA does not require the inclusion of these requirements in subcontracts.

### **4. Federal Changes**

The Proposer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (the FTA Master Contract) between the City and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Proposer's failure to so comply shall constitute a material breach of the Contract.

### **5. Civil Rights**

The following requirements apply to this Contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Proposer shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer shall comply with any implementing requirements FTA may issue.
  - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer shall comply with any implementing requirements FTA may issue.
  - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Proposer shall comply with any implementing requirements FTA may issue.

- (3) The Proposer shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- (4) For assistance with a contract clause incorporating the requirements of the newDBE rule in 49 CFR Part 26, contact the FTA HelpLine at [www.ftahelpline.com](http://www.ftahelpline.com).

## **6. Termination**

- (1) Termination for Convenience. The City may terminate this Contract, in whole or in part, at any time by written notice to the Proposer when it is in the City's sole and unfettered opinion, it is in the City's best interest to do so. The Proposer shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Proposer shall promptly submit its termination claim to the City for payment. If the Proposer has any property in its possession belonging to the City, the Proposer shall account for the same, and dispose of it in the manner the City directs.
- (2) Termination for Default. The City may terminate this Contract if: (1) Proposer does not deliver supplies in accordance with the delivery schedule set forth in the Contract; (b) if the Contract is for services and the Proposer fails to perform in the manner specified in the Contract; or, (c) Proposer fails to comply with any other provisions of the Contract. Termination shall be effected by serving a notice of termination upon Proposer setting forth the manner in which the Proposer is in default. The Proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Proposer had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Proposer, the City, after setting up a new delivery or performance schedule, may allow the Proposer to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure: In case of a termination for breach or default, the City may, in its sole and unfettered discretion, allow the Proposer ten (10) calendar days within which to cure the defect. Should a cure period be granted, the notice of termination will state the time period within which cure is permitted together with other appropriate conditions.

If the Proposer fails to remedy the breach or default of any of the terms,

covenants, or conditions of this Contract to the City's satisfaction within ten (10) calendar days after receipt by the Proposer of written notice from the City setting forth the nature of said breach or default, then, and in that event, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Proposer and its sureties for said breach or default.

**Waiver of Remedies for any Breach:** Should the City elect to waive its remedies for any breach by Proposer of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**7. Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any requests of the City that would cause the City to be in violation of the FTA terms and conditions.

**8. Certification Regarding Debarment and Suspension**

The Proposer certifies that neither it nor its "principals" [as defined at 49 C.F.R. 29.105(p)] are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an federal department or agency.

**9. Disputes**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Contract Specialist (Lead) or his designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Proposer mails or otherwise furnishes a written appeal to the Public Transit Director or the Director's designee. In connection with any such appeal, the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Public Transit Director or the Director's designee shall be binding upon the Proposer and the Proposer shall abide by the decision.

**Performance during Dispute:** Unless otherwise directed by the City, the Proposer shall continue performance under the Contract while matters in dispute

are being resolved.

**Claims for Damages:** Should either party to this Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose act it is legally liable, a claim for damages therefore shall be made in writing to such other party within five (5) calendar days after the first observance of such injury of damage.

**Remedies:** Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Proposer arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a State court of competent jurisdiction within the State of Arizona.

**Rights and Remedies:** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Proposer shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

## **10. Lobbying**

- (1) Proposer certifies that no federally appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of the City, any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the City, any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- (4) The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A3801, et.seq, apply to this certifications and disclosure if any.
- (5) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000, and not more than \$100,000, for each such failure.

#### **11. Clean Air**

The Proposer shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Proposer shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Proposer shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or part with federal assistance provided by FTA.

#### **12. Clean Water**

The Proposer shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Proposer shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Proposer shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **13. Fly America**

Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air

carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, Proposer shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Proposer shall include the requirements of this section in all subcontracts that may involve international air transportation.

**14. Contract Work Hours and Safety Standards Act**

- (1) Overtime Requirements – No Proposer or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the base rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the Proposer and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Proposer and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages – The City of Phoenix shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or subcontractor under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the prime Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Proposer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts – The Proposer or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Proposer shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**15. Transit Employee Protective Arrangements**

- (1) The Proposer agrees to comply with applicable transit employee protective requirements as follows:
  - (a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Proposer agrees to carry out the transit operations work on the underlying contract in compliance with the terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA recipient's project from which Federal assistance is provided to support work on the underlying contract. The Proposer agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
  - (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Proposer agrees to carry out the project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Proposer agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Proposer agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- (2) The Proposer also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**16. Charter Service Operations**

The Proposer agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

**17. School Bus Operations**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**18. Drug and Alcohol Testing**

The Proposer agrees to establish and implement a drug and alcohol testing program that complies with “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” (49 CFR Part 40) and “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” (49 CFR Part 655); produce any documentation necessary to establish its compliance with Part 40 and Part 655; and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the City of Phoenix, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under Part 40 and Part 655. The Proposer shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. The Proposer shall further submit required reports to the Drug and Alcohol Testing Management Information System (MIS) Web site by March 15, annually.

**19. Energy Conservation**

Proposer shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Arizona Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

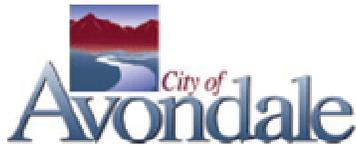
**20. Recycled Products**

The Proposer agrees to comply with all the requirements of §6002 of the resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**21. Conformance with Intelligent Transportation System (ITS) Architecture**

This project will receive a systems engineering analysis to ensure it conforms to the National ITS Architecture and complies with the locally-approved plan for regional ITS architecture.

**22. Notification of Federal Participation** To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the City shall specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total co



# CITY COUNCIL REPORT

**SUBJECT:**

2011 Resolutions of the League of Arizona Cities and Towns

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Shirley Gunther, Intergovernmental Relations Manager (623) 333-1612

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting direction on proposed 2011 League Resolutions. Additionally, Council will appoint a Council Member to sit on the 2011 Resolutions Committee at the Annual League Conference.

**BACKGROUND:**

Each year the League of Arizona Cities and Towns holds its annual conference wherein Mayors, Council Members, city management and others come together to discuss public policy issues facing municipalities and to provide policy recommendations known as *Resolutions* for the upcoming legislative session.

Prior to the Annual League Conference, the League President appoints a Resolution sub-committee to review each proposed Resolution submitted by the cities and towns. The sub-committee then divides the Resolutions into the following categories: Recommend Adoption, Not Recommended for Passage. The last day to submit League Resolutions to League staff is June 17, 2011.

The Resolutions Committee, meets the very first day of the conference to vote on the League Resolutions. This year's conference will be held August 30 - September 2, 2011 in Tucson, AZ

**DISCUSSION:****Proposed Resolutions**

Proposed Resolutions should be broadly applicable and advance comprehensive municipal goals. Cities and Towns that propose a Resolution must receive co-sponsors from at least two other municipalities. Deadline for Resolutions to the League: Friday, June 17, 2010.

**Resolution Committee Appointment**

The make-up of the Resolution Committee consists mostly of Mayors from each City or Town. In some instances the Vice Mayor or a Council Member represents the municipality. Only one elected official from each City or Town shall be appointed to the Committee. The Council appoints one member from the City Council to sit on this committee.

**RECOMMENDATION:**

Staff recommends that the City Council appoint a member from the Avondale City Council to serve on the League Resolutions Committee at the Annual Conference and provide direction to staff on the proposed league resolutions.

**ATTACHMENTS:**

Click to download

 [League Annual Conference DRAFT Agenda](#)



# 2011 LEAGUE ANNUAL CONFERENCE

## CITIES MEAN BUSINESS

JW Marriott Starr Pass Resort | TUCSON, AZ  
August 30-Sept. 2, 2011

### Tuesday, August 30, 2011

- 8:00 AM **Golf Tournament**
- 1:30 PM **Resolutions Committee**
- 1:30 PM **National League of Cities Leadership Training Institute**
  - Public Engagement: The Vital Leadership Skill
- 6:00 PM **Welcome Reception**

### Wednesday, August 31, 2011

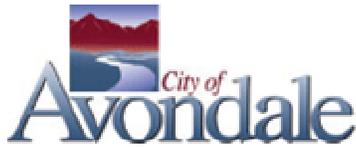
- 8:30 AM **Youth Program Begins**
- 9:00 AM **Opening General Session**
  - Keynote Speaker - Marshall J. Vest
  - Cities Mean Business: The Economic Outlook for Cities and Towns in Arizona**
- 12:00 PM **Lunch is on your own**
- 2:00 PM **Concurrent Workshops**
  - State of Public Works – Then & Now
  - Partnering for Success: Urban Land Institute Experts Assisting Local Governments Towards Development Vitality
  - The Arizona We Want: Citizen Collaboration to Create A New Vision for Our State
  - The Council/Manager Partnership: Making Arizona's Cities and Towns Great
  - This session is sponsored by the Arizona City/County Management Association
  - Implementation Challenges and Guidelines for Arizona's New Law on Development Impact Fees
- 3:30 PM **Concurrent Workshops**
  - The Future of Aviation in Arizona
  - The Upside of a Down Economy: Economic Gardening
  - Technology and its impact on Public Meetings
  - The Art of Innovation in Local Government
  - Youth: The Future of Our Communities
- 6:00 PM **Showcase of Cities and Towns**

### Thursday, September 1, 2011

- 8:00 AM **Spouse Guest Program**
- 8:00 AM **Concurrent Workshops**
  - Fundamentals of Local Government: Ethics for Local Elected Officials
  - International Business Development: Arizona Cities Competing on a National and Global Scale
  - Statewide Water Panel Discussion into the Next Century: An Update of the Water Resources Development Commission Efforts
  - Budgeting by Objectives: Identifying Top Priority Programs
  - This session is sponsored by the Government Finance Officers Association of Arizona
- 10:00 AM **Concurrent Workshops**
  - Fundamentals of Local Government: Open Meeting Law
  - Tri-City Council: How Three Communities Pooled Efforts to be an Effective Voice at the Regional and State Level
  - ASRS/PSPRS/EORP: Arizona's Pension System and Cities and Towns
  - Community Engagement and its Relationship to Economic Success
  - Technology: Serving our Citizens in a New Era
- 12:00 PM **General Luncheon**
  - The Governor and the Attorney General have been invited to speak to attendees
  - Legislative Recognition
- 2:00 PM **Concurrent Workshops**
  - Model City Tax Code and Tax Policy for Cities and Towns
  - State Agency Update: Arizona Department of Administration: ProcureAZ for Cities and Towns
  - Libraries: Changing our Traditional Service to our Citizens
  - Civic Plus: Designing Websites for Cities and Towns
- 2:00 PM **Affiliate Meetings**
  - Arizona City Attorneys Association
  - Arizona COG Directors
- 4:00 PM **Annual Business Meeting**
- 6:00 PM **Service Award Dinner and Entertainment**

### Friday, September 2, 2011

- 9:00 AM **Tourism and Cities and Towns: A Vital Economic Engine**
- 10:00 AM **Concurrent Workshops**
  - Tourism Marketing and Branding: Breaking Through the Clutter in Building a Competitive Edge
  - Community Outreach: How Communities Can Define their Community's Tourism Assets and How to Promote Them
- 11:30 AM **Adjourn Conference**



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2980-611 and Ordinance 1460-611 -  
Amendment to the Personnel Policies and  
Procedures Manual, Chapters 3, 4, 5, 6, 8 18 and  
19 and Declaring an Emergency

**MEETING DATE:**

June 6, 2011

**TO:** Mayor and Council

**FROM:** Cherlene Penilla, Director of Human Resources (623) 333-2218

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Council will review and consider a proposed amendment to the Personnel Policies and Procedures, Chapter 3, Applications; Chapter 4, Recruitment and Selection; Chapter 5, Classification & Compensation; Chapter 6, Benefits; Chapter 8, Nepotism/Outside Employment; Chapter 18, Grounds for Termination and Chapter 19, Grievances.

**BACKGROUND:**

On May 16, 2011 the City Council approved a Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighter Association, International Association of Fire Fighters, Local 3924. Due to the implementation of the MOU on July 1, 2011 several Personnel Policy and Procedures now require amendment.

In addition, new software changes to Lawson (HR and Payroll System), Kronos (Timekeeping System) and updated payroll practices require changes to the current City Personnel and Policies Procedures Manual. Furthermore, changes in state and federal laws mandate changes to the policies.

**DISCUSSION:**

The following are major highlights of the changes to Chapter 3, Applications:

- Changes language describing the paper employment application process to the current practice of on-line employment applications only.
- Adds language to describe the Pregnancy Discrimination Act.
- Adds language to reflect changes in the federal law to protect against discrimination because of genetic and family medical history.
- Adds language to protect employees against discrimination due to medical marijuana cardholder status.
- Drug screening of new hires is only permitted for specified positions (Ninth Circuit ruling in Lanier v. City of Woodburn, Oregon).
- Clarifies that the City may require a psychological examination to determine fitness for a specific position.

The following are major highlights of the changes to Chapter 4, Recruitment and Selection:

- Adds language to reflect changes in the federal law to protect against discrimination because of genetic and family medical history.

- Adds language to protect employees against discrimination due to medical marijuana cardholder status.
- Changes language describing the paper employment application process to the current practice of on-line employment applications.
- Drug screening of new hires is only permitted for specified positions (Ninth Circuit ruling in Lanier v. City of Woodburn, Oregon).
- Changes language to specify that Human Resources new hire paperwork must be completed in two days.
- Specifies that new hires are required to provide proper I-9 documentation or be subject to termination.
- Specifies that Human Resources conduct fingerprinting for all new hires and volunteers.
- Clarifies that Department Directors are responsible for notifying Human Resources when temporary employees work more than 20 hours per week for 20 weeks in a fiscal year.
- Establishes that extensions of original probation must be in writing and acknowledged by the employee and Human Resources.

The following are major highlights to changes in Chapter 5, Classification and Compensation:

- Removed “Call-Out” definitions and replaced with “On-Call” definition to make consistent with Payroll and Kronos Timekeeping System terminology.
- Added clarifying definitions for On-Call Pay and On-Call Time.
- Removed fire personnel information for determining overtime hours as this is now referenced within the Fire MOU.
- Removed references to Timesheet Codes for Vacation and Holiday hours in order to be consistent with the Kronos Timekeeping System.
- Clarifies that the City reserves the right to pay out compensatory time balances to the employee at any time.
- Clarifies that all unused compensatory time that remains on the books at the close of the fiscal year will be paid out to the employee.
- Clarifies that promotional pay increases shall become effective at the beginning of the next pay period.
- Removed language under Involuntary Demotion referencing Chapter 18, Grounds for Discipline/Termination.
- Added clarification under Termination Pay that pursuant to Arizona Revised Statutes (ARS), an employee terminated by the City shall receive payment for his/her wages within three working days of his/her termination from employment.
- Removed language regarding Pay during National Guard and Reserve Training referencing firefighter conversion rates, Operation Enduring Freedom, and past compensation practices no longer in use per Payroll Policy and Procedures.
- Clarifies pay for new Detectives.
- Added Internal Affairs Investigator Pay and defined use.
- Added Motor Pay and defined use.
- Added Public Safety Dispatcher Pay and defined use.
- Removed Fire Specialty Pay as this is now referenced within the Fire MOU.
- Clarifies Bilingual Pay as referenced in Administrative Policy (AP-36).
- Removed Fire Department Shift Personnel as this is now referenced within the Fire MOU.

The following are major highlights to changes to in Chapter 6, Benefits:

- Clarifies requirements for proper call in procedure when employees will be absent from the workplace.
- Clarifies appropriate practices while on intermittent FMLA. Outlines expectations for employees who will be unable to return to work at the end of their authorized FMLA period.
- Clarifies expectations regarding Short Term Disability, including restricting employees from reporting to work while on STD and restricting collection of STD benefits for employees who

are employed elsewhere.

- Added language outlining vacation accruals for Battalion Chiefs working a 56 hour work week.
- Removed references to firefighters benefits covered by the Fire MOU.
- Added language outlining payment for Workers' Compensation claims to be 66 2/3% of the monthly wages, up to the statutory limit set forth in the Arizona Revised Statutes. Also clarifies processes that will be used for filing claims, outlines compensation practices for time lost claims and sets expectations for employees while covered under Workers' Compensation.

The following are major highlights to changes to in Chapter 8, Nepotism/Outside Employment:

- Added restriction for employment that interferes with employee's City position while on active FMLA or Workers' Compensation.

The following are major highlights to changes in Chapter 18, Grounds for Discipline/Termination:

- Establishes that all disciplinary actions implemented in hours, will be applied at the 1.4 conversion rate for sworn fire personnel on a 56 hour schedule.
- Adds arrest (under conditions that make it impractical or impossible for an employee to perform the duties of the job) to the list of items for which an employee may be terminated.
- Clarifies violations of any City of Avondale rules/policies and Ethics Handbook as grounds for termination.
- Clarifies the City does not have a progressive discipline policy.
- Clarifies that temporary and original probation employees do not have appeal rights for actions outlined in this policy.
- Clarifies that the Department Director will meet with the Human Resources Director before discussing disciplinary action with an employee.
- Clarifies that prior to giving an employee a letter of reprimand, notice of suspension, reduction in pay, demotion or termination, the Department Director will consult with the Human Resources Director.
- Establishes that a response to a letter of reprimand filed by an employee will be reviewed by City Management and the letter of reprimand may be modified or revoked, if deemed appropriate.
- Changes the suspension without pay process to preclude suspensions of 40 hours or less from appeal to the Personnel Board and establishes suspensions of 40 hours or less may be appealed and heard by another Department Director or supervisor. If a reversal or modification is recommended, the City Manager will make the final decision.
- Clarifies the current practice of requiring a hearing with an Assistant City Manager or designee for appeals of a suspension without pay of more than 40 hours or a reduction in pay in lieu of suspension without pay of more than 40 hours, a demotion and a termination. If the suspension, reduction in pay, demotion, or termination is upheld, then the employee may appeal to the Personnel Board.
- Establishes that an employee suspended without pay after an arrest may not appeal his/her suspension without pay.

The following are major highlights to changes in Chapter 19, Grievances:

- Establishes that an employee that is a member of a certified employee group pursuant to City of Avondale ordinance may not grieve an issue except through his/her group's representative.
- Clarifies that if during the grievance process an employee's supervisor does not have a department director, the next discussion of the matter shall be with Human Resources or HR will determine the matter should be referred to the City Manager.
- Clarifies that if the employee fails to follow the informal grievance procedure, the grievance will be denied and the employee will not be permitted to proceed to the formal grievance procedure.
- Implements a ten day deadline for the employee to submit his/her formal grievance after the

informal process has been exhausted.

- Establishes that if there is no response from the employee's immediate supervisor in the formal grievance process, the employee may then file the grievance with the Department Director.
- Establishes that an employee may file an appeal by email, first-class mail or delivery in person.
- Establishes a deadline of 10 working days to file an appeal to the Personnel Board and if the deadline is missed, it constitutes a waiver of appeal.
- Clarifies that a written appeal to the Personnel Board is required and that it constitutes the entire matter before the Board and that the employee may not add any new matters to the original appeal.
- Establishes that the Personnel Board will not have jurisdiction to consider any additional information outside the original appeal.
- Establishes the duties and responsibilities of the Board Counsel.
- Board Counsel provides independent legal advice, makes rulings and determinations pursuant to the Personnel rules.
- Board Counsel does not have a vote.
- Board Counsel considers and rules on any pre-hearing motions.
- Board Counsel sets reasonable restrictions and deadlines for timing and conduct of hearings.
- Board Counsel presides over the hearing.
- Board Counsel records the recommendation of the Board and prepares a written report for the City Manager.
- Establishes pre-hearing procedures including disclosure of witnesses, proposed testimony, and documents to be used in the hearing.
- Establishes that testimony and exhibits must be related to the written appeal.
- Establishes timeframes and deadlines for the exchange of information between employee and Board Counsel.
- Establishes a process for resolving objections to admissible materials and that Board Counsel shall make the determination.
- Clarifies that the employee shall appear personally and testify before the Board.
- Establishes that the Board is comprised of five members and that each will serve four year staggered terms.

#### **BUDGETARY IMPACT:**

There are no direct costs associated with this amendment to the City of Avondale Policies and Procedures.

#### **RECOMMENDATION:**

Staff recommends that Council:

1. Adopt a resolution declaring as a public record the document filed with the City Clerk and entitled "June 6, 2011 Amendments to the City of Avondale Personnel Policies and Procedures Manual" and declaring an emergency
2. Adopt an ordinance adopting by reference the document known as the "June 6, 2011 Amendments to the City of Avondale Personnel Policies and Procedures Manual" and amending the Personnel Policies and Procedures Manual, Chapters 3, 4, 5, 6, 8, 18 and 19 and declaring an emergency.

#### **ATTACHMENTS:**

Click to download

- 📄 [Resolution 2980-611](#)
- 📄 [Amendments to the Personnel Polices and Procedures Manual](#)
- 📄 [Ordinance 1460-611](#)

**RESOLUTION NO. 2980-611**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "JUNE 6, 2011 AMENDMENTS TO THE CITY OF AVONDALE PERSONNEL POLICIES AND PROCEDURES MANUAL" AND DECLARING AN EMERGENCY.

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

SECTION 1. That certain document entitled the "June 6, 2011 Amendments to the City of Avondale Personnel Policies and Procedures Manual," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

SECTION 2. The immediate operation of the provisions hereof is necessary for the preservation of the public peace, health and safety and an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City Council and it is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 6, 2011.

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Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

JUNE 6, 2011

AMENDMENTS TO

THE

CITY OF AVONDALE

PERSONNEL POLICIES

AND

PROCEDURES

MANUAL



## **CHAPTER 3**

### **Applications**

#### **A. Application Forms**

All applications for employment must be submitted on-line at [www.avondale.org](http://www.avondale.org).

#### **B. Americans with Disabilities Act**

The City of Avondale endeavors to make all of its programs, services, facilities, and employment opportunities available to, accessible for, and usable by qualified individuals with disabilities. The City has adopted a procedure for prompt and equitable resolution of complaints alleging discrimination by the City on the basis of disability or a violation of the Americans with Disabilities Act. For individuals in need of some reasonable accommodations in the application or interview process, or if such accommodations are denied, contact the Human Resources Director.

#### **C. Pregnancy Discrimination Act**

The City of Avondale will not discriminate on the basis of pregnancy, childbirth or related medical conditions which constitutes unlawful sex discrimination under Title VII. The City of Avondale will treat women affected by pregnancy or related conditions in the same manner as other applicants or employees with similar abilities or limitations.

#### **D. Equal Employment Opportunity**

All persons will be given equal consideration in hiring, promotion, compensation, training, discipline, and all other terms and conditions of employment without regard to race, religion, color, sex, age, national origin, disability, genetic and family medical history information, medical marijuana cardholder status or any other legally protected status.

#### **E. Filing Application Forms**

All applications for employment must be submitted online at [www.avondale.org](http://www.avondale.org). Resumes will be accepted only as a supplement to the application.

Applications will only be accepted for positions that are currently open.

A separate online application must be submitted for each position.

Completed applications and supplements (if applicable) must be submitted online by the date and time indicated on the posting.

Applications will only be accepted when submitted online and fully completed.



## **F. Screening of Applicants**

Applicants for all examinations must meet the minimum qualifications for the class of positions for which they are applying. Qualifications will be evaluated on the basis of information provided on the application form. Failure to provide sufficient information may be cause for rejection of the applicant. This list is without limitations. Other causes for rejection include:

1. A lack of the minimum qualifications required for the position.
2. Whether the applicant is eligible to work in the United States.
3. If the applicant has been convicted of a felony, the type of which if perpetrated in the City service would hinder the type or level of the service if the position is one of public safety or public trust. It is at the City's discretion to determine whether the crime is of the type that would hinder the person's ability to perform the job.
4. If the applicant has made any false statement of any material fact or attempted to practice any deception or fraud on his/her application or attachments or exams or resumes.

## **G. Drug Screening for New-Hires**

Applicants selected to appointment to specified positions with the City of Avondale will first successfully pass a drug-testing program. Failure to pass the test will disqualify an applicant from any future consideration of employment for a period of one (1) year. If an applicant begins employment before the results of the drug test are received, and the applicant tests positive for illegal drug use, they will be immediately terminated from employment and not eligible for consideration for re-employment for a period of one (1) year. The City of Avondale will comply with DOT drug testing guidelines.

## **H. Physical and Mental Fitness**

All applicants for employment will meet the physical and mental performance requirements of the positions they seek. Impairments will be favorably considered if the disabilities are such that the applicant can be expected to perform the essential functions of the position requirements with reasonable accommodation, if necessary. A physical and psychological examination, if required, will be done by an Independent Medical Examiner. The expense of medical examinations, when required, will be borne by the City of Avondale.

## **I. Examinations**

Certain positions may be subject to competitive testing, and applicants will be informed of the nature of such testing in advance.



## **J. Employment Certified Lists**

As soon as possible after the completion of an examination, the Human Resources Director will prepare and keep available an employment certified list consisting of the names of candidates who qualified in the examination arranged alphabetically by name. An employment certified list will also be maintained on all vacancy announcements that do not require examinations.

### **1. Duration of Certified Lists**

Employment certified lists will remain in effect for up to six (6) months, unless sooner exhausted, and may be extended, prior to their expiration dates, by action of the Human Resources Director for additional periods, but in no event will employment certified lists remain in effect for longer than one (1) year.

### **2. Removal of Names from Certified Lists**

The name of any person appearing on an employment certified list, or a promotional list, will be removed by the Human Resources Director if the eligible person requests, in writing, that his/her name be removed, if he or she fails to respond to a notice of certification mailed to his/her last known address, or for any of the reasons specified in these policies and procedures. The names of persons on promotional employment lists who resign from the service will automatically be dropped from such lists.



## **CHAPTER 4 Recruitment and Selection**

### **A. Equal Employment Opportunity**

It is the policy of the City of Avondale to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, age, disability, citizenship, genetic and family medical history information, medical marijuana cardholder status or any other legally protected status. The City of Avondale strictly prohibits any such discrimination or harassment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leave of absence, and compensation.

### **B. Affirmative Action Policy**

The City of Avondale is committed to the principles of affirmative action and proactively seeks to hire and promote qualified minorities, women, disabled persons, and veterans throughout all levels of the organization.

### **C. Vacancies**

All vacancies in any class of position in the exempt and nonexempt services will be filled by an eligible applicant from an appropriate certified list or by means of voluntary demotion or a lateral transfer as approved by the Human Resources Director.

### **D. An Applicant for Full-time Employment**

An applicant for full-time employment must be at least eighteen (18) years of age by the date of hire, and must be able to perform the essential functions and duties of the position, with or without reasonable accommodation.

### **E. Preference Points**

Preference points shall be applied in accordance with Arizona Revised Statutes (ARIZ. REV. STAT. § 38-492).

### **F. Recruitment and Selection Process**

#### **1. Recruitment and Selection Process**

The Human Resources Director is the final decision making authority with regard to the entire recruitment and selection process.



## **2. Vacancies**

When a vacancy occurs, the department shall notify the Human Resources Department by sending a Personnel Requisition Form (PRF). The Human Resources Department will verify the information, check for a current eligibility list, and consider any special circumstances.

## **3. Recruitment Strategy**

- a. Human Resources will meet with department representative(s) to determine the steps in the recruitment and selection process and devise a recruitment plan. The position will be reviewed and analyzed to make sure the job description is current and reflects the current requirements of the position.
- b. The Human Resources Department will advise departments on advertising and outreach approaches to insure a diverse applicant pool. Labor market conditions and/or any special requirements of the position will determine recruiting sources to be used, and the recruitment time period.
- c. Vacancies will generally be filled through an “open-competitive” recruitment process. These recruitments are open to the public. Although the City aspires to attain these goals, exceptions to the general rule will inevitably occur. The Human Resources Director has the authority to approve any exception to these guidelines. “Closed-promotional” recruitments are open only to City employees, and must be approved by the Human Resources Director. A department director’s request for closed-promotional recruitment must include a written explanation of how “closed promotional” recruitments will meet the requirement for a diverse and qualified pool of applicants.

## **4. Recruitment**

- a. Notices of all City recruitments will be posted on the City internet and any other sources identified by the hiring department and the Human Resources Director.
- b. All applications for employment must be submitted online at [www.avondale.org](http://www.avondale.org). Resumes will be accepted only as a supplement to the application.
- c. Applications will be accepted only during the posted recruitment period. A separate application must be submitted for each position.
- d. Closing Date Deadline. Completed applications and supplements (if applicable) must be submitted online by the date and time indicated on the posting.
- e. Submission of Applications. Applications will only be accepted when submitted online and fully completed.



## 5. Examinations

### a. Screening Applications

- (1) The first step in the selection process is to screen applications for the minimum qualifications (MQs). Each application is reviewed for the education and experience to meet the stated MQs on the job announcement. Applicants who do not meet the MQs for a position shall not be eligible for employment.
- (2) The Human Resources Director and the hiring department will generally determine the method of evaluating the MQs prior to the job announcement.
- (3) The Human Resources Department will generally notify all applicants on the status of their application after the screening process. All applicants who meet the MQs will have their name placed on an eligibility list. Departments will use this list to select the most qualified candidates who will continue in the selection process. Job selection criteria must be job related and specific to the position that is being filled.

### b. Testing

- (1) The selection process may contain one or more tests, including but not limited to interviews, written tests, skill tests, physical ability/fitness tests, polygraphs, psychological tests, medical tests, and background checks. Departments must submit to the Human Resources Department the names of applicants to be tested, criteria used for selection, test information, and panel composition prior to any testing. The Human Resources Director will review and approve all tests and the composition of interview panels.
- (2) The Human Resources Department will be responsible for the administration and security of all tests and testing materials.
- (3) The Human Resources Department shall send notification to applicants on test and selection results.

### c. Reference and Background Checks

- (1) The Human Resources Department will conduct background and reference checks on all applicants that are being considered for hire.
- (2) Required education and professional certifications will generally be verified.



## 6. Selection

### a. Conditional Offer

- (1) Prior to making a job offer the hiring department shall consult with the Human Resources Department to discuss the selection, starting date, salary offers, etc. All background, reference, and testing information must be reviewed and confirmed by the Human Resources Department before an offer will be made.
- (2) Once the candidate has been selected and a salary offer is confirmed, the Human Resources Department will extend a conditional offer (contingent upon successful completion of the pre-employment drug testing (specified positions only) and/or medical examination(s) (specified positions only). When a candidate accepts, the Human Resources Department will send an “offer letter” to the candidate. Employees may not start work until the Human Resources Department has notified the hiring department that the employee has successfully completed the necessary pre-employment examination(s).

### b. Medical, Psychological and Polygraph Examination

- (1) A pre-employment drug screen (specified positions only) or medical examination is required (specified positions only).
- (2) Once a conditional offer of employment has been made to the applicant, the Human Resources Department will contact the candidate to schedule a pre-employment drug screen (specified positions only) and, if required, a physical and psychological examination (specified positions only).
- (3) The Police Department and Court require a pre-employment psychological and polygraph examination for the majority of their positions.
- (4) After consultation with the department director and appropriate subject matter experts, the Human Resources Director will make the final determination of fitness for employment based on the results of pre-employment examinations.

### c. Required Documentation

New hire paperwork must be carefully reviewed and completed within two days of the start of employment. The paperwork to be reviewed, completed, and filed in the Human Resources Department includes:

- Personnel Action Form
- Application for Employment
- Retirement Enrollment Form
- Loyalty Oath (Arizona Revised Statutes 38-231)
- I-9 Form (Employment Eligibility Verification)



- W-4 Form (Federal Withholding Allowance)
- A-4 form (State Withholding Allowance)
- Personnel Policy Manual Receipt and Acknowledgement Form
- Kronos Acknowledgment Form
- Information Technology Policy Receipt Acknowledgement Form
- Signed copy of the Job Description

New hires that fail to provide appropriate I-9 documentation are subject to termination and will not be permitted to work for the City of Avondale.

d. Fingerprinting

The Human Resources Department will conduct fingerprinting for all employees and volunteers.

The Human Resources Department will notify departments of any relevant criminal history and assist with any follow-up necessary.

e. Returning Recruitment Materials to Human Resources Department

All recruitment and testing materials, including interview questions and rating forms, must be returned to the Human Resources Department after the position has been filled. All applications will be returned to the Human Resources Department. The application of the selected applicant must be returned to Human Resources.

f. Training

All newly hired full-time and part-time regular status employees are required to attend new employee training as soon as possible following their date of hire. Temporary and contractual staff as well as volunteers may attend if referred by their supervisors.

The department must call the Human Resources Department to schedule all new full-time and part-time employees.

g. Temporary Appointments

(1) When the need for a temporary employee occurs, the department shall notify the Human Resources Director by sending a personnel requisition form (PRF). The hiring department will contact the Human Resources Department to discuss the salary, length of employment, and options to be considered. A PRF must be completed and approved by the Human Resources Director and Budget Manager prior to an offer of employment being made to an individual.

(2) Length of Temporary Employment



- (a) In order to work within legal constraints and to preserve the “temporary” status of temporary employment, the maximum length of continuous service that a temporary employee can be employed will be one (1) year.
- (b) An exception to the one-year time limit can be made for temporary employees who are hired to work less than nineteen (19) hours per week. Requests for exceptions to the one-year limit under this provision shall be submitted in writing to the Human Resources Director for approval.
- (c) Temporary employees categorized as “seasonal” are not subject to the one-year service limit. “Seasonal Appointments” are defined as: performing duties for only one season or project per year, working no more than six (6) consecutive months during a twelve (12) month period, and having at least a six (6) month break in service before being rehired for the next season or project. This provision applies to all departments throughout the City.
- (d) Some temporary employees work on an as needed basis for the City and are kept on the records as active employees year round, even though they may only work sporadically during the year. Department directors will notify Human Resources of temporary employees working more than twenty (20) hours a week for twenty (20) weeks in a fiscal year.

(3) Temporary Agency Staffing

Temporary employees working through a temporary agency can be paid the salary the department and agency agree upon. Temporaries hired through City of Avondale must be hired within the pay range for an equivalent job. The Human Resources Director will discuss the salary with the department at the time the PRF is received.

(4) Nepotism

As with all employees, the City’s nepotism policy also applies to all temporary employees, including those hired through a temporary agency. It is the department director’s responsibility to ensure compliance with this policy.

(5) Payroll Taxes and Retirement Contributions

Temporary employees are subject to the normal payroll taxes including federal and state income tax and social security tax. Temporary employees may be subject to Arizona State Retirement System contributions if the employee works twenty (20) or more hours per week for twenty (20) or more weeks per fiscal year. The employee may also be subject to retirement contributions if the employee is already contributing to the retirement system through another employer. It is the responsibility of the department director to determine the employee’s eligibility for retirement contributions.



## **G. Seasonal Appointments**

Seasonal appointments will be made to positions that are seasonal in nature. Initial appointments shall be made from certified eligibility lists. A person who receives a seasonal appointment is eligible for successive seasonal appointments to the same class without re-evaluation procedure or re-certification. Appointments of seasonal employees will be limited to a maximum of six (6) months of consecutive employment in a twelve (12) month period.

## **H. Limited Appointments**

Limited appointments will be made to positions that are expected to support special projects for a limited time period. Appointments shall be made for no less than twelve (12) months and no more than three (3) years. The length of the appointment is dependent upon project needs, available revenue from the funding source, and/or the City's ability to fund the appointment. Limited appointments shall be made from certified eligibility lists. Refusal of a candidate on an eligibility list to accept an appointment to a limited position will not affect eligibility to a regular appointment.

## **I. Non-budgeted Appointments**

All requests for non-budgeted appointments must be made in writing through the Human Resources Director and approved by the City Manager. Written approval from the City Manager must be received by the Finance and Budget Department and the Human Resources Department prior to the appointment of an employee.

## **J. Emergency Appointments**

In the event of an emergency, the City Manager may select and appoint persons without regard to the policies and procedures governing appointments, but in no case will such emergency appointments continue longer than ninety (90) days nor will it be renewed after ninety (90) days by successive appointment of the same person to the same class in the same department.

## **K. Probationary Period**

All appointments to positions in the service of the City of Avondale are made subject to a probationary period.

### **1. Purpose**

The purpose of a probationary period is to provide a reasonable time for the employee to perform the full range of duties of the position and allow the City a reasonable amount of time to fully assess the employee in this position. All appointments to classified positions in the City of Avondale are subject to an original probationary period consisting of full-time, active, continuous employment. The probationary period may be adjusted to exclude suspensions, leaves of absence, sick, and vacation leave or any other absences.



- a. Types of Probation. There are two types of probation, original probation and promotional probation.
- (1) Original Probation.
- (a) Duration of Original Probation. An original probationary period is one year except as noted otherwise. Upon request of a department director, the Human Resources Director may establish a longer period for any class of positions in the department. In no case will the specified probationary period for a class be less than one year.
- (b) Police. Sworn Police Officers shall complete a twelve (12) month original probationary period following graduation from the training academy. All other Police Department positions shall serve a twelve (12) month original probationary period. Probation may be extended up to an additional six (6) months. All certified detention staff will serve a twelve (12) month original probationary period following graduation from the training academy.
- (c) Fire. Firefighters shall complete a twelve (12) month original probationary period following graduation from the recruit training academy. All other Fire Department positions under the Public Safety Retirement System shall serve a twelve (12) month original probationary period. Probation may be extended up to an additional six (6) months.
- (d) Extensions of Original Probation. A department director may extend an employee's original probationary period. These extensions must be made in writing and acknowledged by the employee and the Human Resources Department. No original probationary period may be extended beyond six (6) months. The Human Resources Department must authorize any extension of probation. The probationary period may be extended to include suspensions, reductions in pay in lieu of suspension without pay, sick, and vacation leaves, leaves of absence, or any other absences. Employees on original probation may have their probationary period extended due to performance concerns identified in their performance evaluation.
- (e) Completion of Original Probation. The department director must evaluate a probationary employee and submit an employee performance evaluation to the Human Resources Department at least fifteen (15) days prior to the expiration of the employee's probationary period. If an employee performance evaluation is not submitted fifteen (15) days prior to the expiration of the employee's probationary period, the probationary period of the employee will automatically be extended for thirty (30) calendar days. Written justification must be provided to the employee to extend the original probation beyond the thirty (30) calendar day period. At the end of



the thirty (30) day automatic extension the Human Resources Department will bring the department management and the probationary employee together to determine probationary status. Completion of probation shall not be considered automatic and shall not occur by default. Completion of probation shall be indicated by submission of a performance evaluation to the Human Resources Department. A satisfactory performance evaluation is required to justify completion of probation.

- (f) Termination. If the department director determines at any time during an original probationary period that the services of the probationary employee are no longer required for any reason or for no reason, the employee may be dismissed without the right of appeal. A written notice of termination must be provided to the probationary employee. All terminations of probationary employees must be authorized by the Human Resources Department.

(2) Promotional Probation.

- (a) Duration. An employee who is promoted shall serve a six (6) month promotional probationary period except as noted otherwise in these policies. Employees on promotional probation may have their probationary period extended due to performance concerns identified in their performance evaluation. No promotional probationary period may be extended beyond three months. The Human Resources Department must authorize any extension of probation. The probationary period may be extended to include suspensions, reductions in pay in lieu of suspension without pay, sick, and vacation leaves, leaves of absence, or any other absences.
- (b) Police. All Police Department employees shall serve a twelve (12) month promotional probationary period.
- (c) Fire. All Fire Department positions under the Public Safety Retirement System shall serve a twelve (12) month promotional probationary period.
- (d) Extensions. The probationary period for fire employees under the public safety retirement system and for all police employees may be extended to include suspensions, reductions in pay in lieu of suspension without pay, sick, and vacation leaves, leaves of absence, or any other absences. Employees on promotional probation may have their probationary period extended due to performance concerns identified in their performance evaluation. No promotional probationary period may be extended beyond six (6) months. Human Resources must authorize any extension of probation.
- (e) Reversions. An employee who fails to successfully complete a promotional probation shall revert to a vacancy in the current employing department in the class in which regular status was held immediately prior to the



promotion, without the right of appeal. A reversion shall not preclude the imposition of any disciplinary action. A reduction in force may be conducted if no vacancy exists.

b. Demotion

Except as otherwise provided in these policies, if a department director demotes an employee, the employee shall not be required to serve a probationary period in the position to which demoted unless the employee was still on probation at the time of the promotion.

c. Reduction in Grade for Promoted Employees

Employees serving a probation period as a result of promotion may be returned to their former positions for a variety of reasons. Promoted employees reduced in grade for non-disciplinary reasons may be returned to their former positions in the classified service without having to repeat the probation period for that position.

d. No Appeal Rights

The City may, within its sole discretion, suspend or dismiss any employee during his/her original probationary period and demote any employee during his/her subsequent promotional probationary periods. There is no right of appeal for such actions.

e. Accrual of Leave

Employees serving an original probationary period will accrue leave. During the original probationary period accrued leave may be granted with the approval of the department director.



## **CHAPTER 5**

### **Classification and Compensation**

#### **A. Purpose of the Classification Plan**

The City's job classification system provides a structured, consistent method and quantitative techniques for arriving at objective compensation and classification decision. Some of the criteria used for determining job classifications include job duties, education and training, decision-making authority, supervisory responsibility, contacts with others as required by the job, working conditions, and other qualifications.

##### **1. Classification Plan**

A position classification plan based upon and graded according to assigned work duties and responsibilities will be developed and maintained by the Human Resources Director to provide standardization and classification of all positions in the City service. Before the implementation of a said plan it will be approved by the City Manager. With the approval of the City Manager, new classes may be established, combined, or abolished. The position classification plan will include:

- a. Outline of classes of positions in the classified service arranged in appropriate occupational group.
- b. Class specifications.

##### **2. Administration of Classification Plan**

The City Manager will instruct the Human Resources Director to conduct position classification studies at such times as he/she deems it necessary or whenever the duties and responsibilities of existing positions have undergone significant change. In addition, a classification study will be made when new positions are to be established, or may be requested by a department manager. If the Human Resources Director finds that a substantial change in organization, creation of change of position or other pertinent conditions warrant the amendment of the existing class, he/she may amend the classification plans subject to review and approval by the City Manager.

#### **B. Compensation Plan**

##### **1. Philosophy**

The philosophy of the City of Avondale is to provide an equitable compensation program for all employees. The basic concept of the pay system is that job responsibility and job performance as well as market influence will be the key determinants of an employee's salary. The City is dedicated to providing an atmosphere that demonstrates a commitment to service excellence and customer satisfaction.



## **2. Purpose**

The purpose of the City's pay system is to attract, retain, and motivate employees through the payment of financial compensation that is commensurate with the individual's ability, responsibility and contribution toward the City's goals. This program is designed to recognize and reward performance, and achieve internally equitable and externally competitive market compensation.

## **3. Objectives**

The objectives of the City's compensation program are:

- To clearly define the essential functions of each position through written job descriptions;
- To provide compensation that is competitive with jobs outside the City
- To provide recognition for superior performance;
- To comply with federal, state and local regulations;
- To establish a system that is fiscally sound and cost effective;
- To provide a program that is understood by employees;
- To provide a pay system that can easily be administered and maintained;
- To establish a salary range for each job that is based on a systemic blending of the job's internal worth to the City and the job's external value in the market.

## **4. Compensation Policy**

The compensation program for the City is based on the following compensation policy.

- a. The City will provide total compensation opportunities of direct pay, specialty pays, indirect pay (e.g. benefits), career opportunities, etc., that are a blend of the total compensation opportunities offered by its competitors and the objectives of the City's compensation program.
- b. Each job classification in the City will have a salary range defined by minimum, mid, and maximum dollar limits. The ranges define the pay opportunities for the job. Pay for each employee shall be within the assigned range.
- c. Each job classification in the City will have a written job description. Job descriptions will be reviewed annually or as scheduled by the Human Resources Department. Employee will be provided with a copy of their respective job descriptions.

## **5. Maintenance of Compensation Plans**

- a. Compensation plans shall be reviewed by the Human Resources Department at least every two (2) years or as directed by the City Manager. The Human Resources Department will utilize current salary data obtained from relevant competitive



employment markets and other pertinent factors as a basis for maintaining the compensation plans.

- b. Periodic salary surveys will be used as a means to monitor the movement of salaries within the market. Adjustments will be made to the compensation plans subject to the City's overall financial state as determined by the City Council and City Manager.

## 6. Pay Computation

For hourly employees not exempt from the overtime requirements of the Fair Labor Standards Act ("non-exempt"), gross pay is computed by the hours worked times the rate of pay. Human Resources will determine whether an employee is eligible to receive overtime pay. Net pay for all employees, both hourly and salaried, will be computed by subtracting applicable deductions, e.g., federal and state income tax withholdings, applicable Retirement System contributions, Social Security, etc., from gross pay.

## 7. On-Call Policy

Certain departments may make non-exempt positions eligible for on-call compensation when the employee is required to be on-call. The employee must be accessible and available for work upon being contacted via telephone, cell phone, or pager (beeper). The employee must be available to report to work within a reasonable time after being contacted by the City, if needed. The employee must also be in a physical condition that allows him/her to resume duty.

### a. Definitions

***"On-call"*** means when an off-duty employee must remain available to be called back to work on short notice if the need arises. An employee is considered to be on-call only when assigned by the City.

***"On-call pay"*** means the additional compensation awarded to employees who are required to remain on-call during off-duty hours.

***"On-call status"*** means the state of an off-duty employee required to remain on-call. An employee is considered to be in on-call status only when assigned by the City. Hours spent in on-call status will not be considered hours worked for the purposes of calculating overtime compensation.

***"On-call time"*** means the periods of time when an employee is off-duty but is required to remain on, or close to, the City premises or to respond to a call or page within a specified period of time, resulting in the employee being unable to effectively use such time to attend to his or her own personal activities. On-call time will not be considered hours worked for the purposes of calculating overtime compensation.



“**Callback**” means when an employee has left the work site and is requested to respond on short notice (either by returning to work or via telephone/computer) to a work situation to:

- (1) Avoid significant service disruption.
- (2) Avoid placing employees or the public in unsafe situations.
- (3) Protect and/or provide emergency services to people, property and/or equipment.
- (4) Respond to emergencies.

b. On-call/Callback Compensation

(1) On-call Pay Rate

An employee assigned to on-call status will be compensated at the rate of two dollars per hour (\$2.00/hr) as on-call pay of on-call time. On-call hours begin after the completion of the on-call employee’s scheduled workday and continue until resuming work the following workday.

(2) Callback Pay Rate

When an on-call employee is called back to work after completing the regular work schedule and leaving the premises, the employee shall be paid for time actually worked upon return or a minimum of two (2) hours at their regular hourly or base rate, whichever is greater.

(4) On-call Status Hours Not Included in Overtime Compensation Calculation

On-call time will not be considered hours worked for the purposes of calculating overtime compensation. Only hours actually worked (over forty (40) hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.

(5) On-call Pay Exclusions

Employees will not receive on-call pay when they are:

- On vacation leave
- On sick leave
- On administrative leave
- Receiving short-term disability benefits
- Receiving worker’s compensation benefits
- On bereavement leave
- On an approved leave of absence
- Not available to work
- Restricted to light duty



- Restricted from performing work activities

c. On-Call Duty Requirements

- (1) Employees serving on-call status must adhere to all of the following requirements:
  - (a) Thoroughly check the working status of the cell phone before on-call status begins and maintain it in operational mode at all times.
  - (b) When notified, respond and arrive at work within one (1) hour or less.
  - (c) Arrive fully capable of performing the function of the job.
- (2) If an employee does not meet the criteria as defined above, he/she will forfeit the on-call pay from the time of the first attempt to contact him/her to the end of the “on-call” time period.
- (3) Each employee will be responsible for documenting each time he/she is on-call and forward to his/her supervisor to approve the on-call time.
- (4) An employee who is assigned to on-call status and cannot be reached or does not report within one (1) hour of being contacted may face disciplinary action.

**8. Incomplete Pay Period**

A nonexempt hourly employee who does not work his/her regularly scheduled work week will be paid only for the number of hours actually worked in the pay period at his/her regular hourly rate of pay, unless such absence is authorized by his/her department director.

**9. Overtime**

a. Policy

It is the policy of the City of Avondale to discourage overtime work for non-exempt hourly employees, except when required to safeguard public health, safety or property. However, overtime may be assigned by the department director or City Manager as may be necessary to meet operating needs. Non-exempt employees have the right to be paid for overtime worked. Exempt employees are not eligible for overtime compensation. The Human Resources Director determines the exempt and non-exempt status according to the classification of the position, and in compliance with the Fair Labor Standards Act (“FLSA”).



b. Overtime Authorization

An employee is expected to seek advance approval for overtime work and to report overtime worked at the time of reporting other hours worked in a work-reporting period. Overtime by non-exempt employees must be approved in advance, but if worked it must be compensated, whether approved or not. An employee that has worked unauthorized overtime may face disciplinary action up to and including termination.

c. Overtime Compensation

(1) Overtime Pay Rate

When overtime work is performed and authorized, a non-exempt hourly employee will be compensated at the rate of one and one-half (1.5) the amount of his/her hourly rate for hours worked in excess of forty (40) hours within the designated workweek, as provided by law or as otherwise provided for in these policies.

(2) Compensatory Time Off

- (a) In lieu of monetary payment at the overtime pay rate set forth in these policies, non-exempt employees may elect to take compensatory time off (“comp time”) for overtime hours worked, with approval of the supervisor. Upon approval, overtime shall be compensated at the rate of one and one-half (1.5) hours of comp time for every one (1) hour of overtime worked by the employee.
- (b) The maximum number of comp time hours that any employee will be permitted to accrue shall be sixty (60) hours (forty (40) hours of actual overtime worked). The use of comp time by the employee shall be scheduled in accordance with departmental guidelines and procedures. An employee shall be permitted to use accrued comp time within a reasonable period after it is requested if, in the judgment of the supervisor, it does not unduly disrupt the operation of City services.
- (c) The City reserves the right to pay out compensatory time balances to the employee at any time.
- (d) All compensatory time that is not used that remains on the books at the close of the fiscal year will be paid out to the employee.
- (e) Upon separation from City employment, employees with a compensatory time balance will be paid at their current regular rate of pay. An employee who is promoted or reclassified to an exempt position will be paid for any comp time balance at their regular rate of pay prior to the personnel action.



## **10. Transfers**

- a. Employees may voluntarily or be involuntarily transferred from one position to another within the same classification or salary range. The transfer must be in the best interest of the City of Avondale and/or for the development of the employee, as determined by the City Manager.
- b. Employees desiring a voluntary transfer must submit a transfer request and an application to the Human Resources Department. The transfer request and application will be valid until December 31 of each year. Employees wishing to remain on a transfer eligibility list must submit a new transfer request.
- c. When an employee is transferred, the department director of the department to which the employee is transferred may request an increase not to exceed five percent (5%) if the employee possesses special qualifications of benefit in meeting the needs of the new department. Justification for an increase must be provided in writing to, and approved by, the Human Resources Department prior to the effective date of the transfer. Otherwise, no increase shall be granted.
- d. Transferred employees retain their review date for performance evaluations and rate of pay. All leave accruals will remain the same.

## **11. Promotion**

- a. Employees promoted to a higher classification shall be placed in the new classification salary range and shall receive an increase in their base pay of at least five percent (5%) unless more is required to reach the minimum of the new classification range. Promotional increases shall not exceed the maximum of the new salary range. Promoted employees will serve the appropriate promotional probationary period applicable to the new position.
- b. Promotional pay increases shall become effective at the beginning of the next pay period.

## **12. Reclassification**

- a. A position may be reclassified on the basis of changes in the duties and responsibilities or qualifications for the position. A reclassification or job title changes requires approval of the Human Resources Director and the City Manager.
- b. If a reclassification results in an employee being assigned to a higher pay range the employee will be placed in the new pay range with a five percent (5%) increase unless more is required to reach the minimum of the new range. A reclassification shall not cause an employee to exceed the maximum of the new pay range.



- c. If an employee is assigned to a lower pay range the employee will be placed in the new pay range without any decrease in pay. If the employee's rate of pay exceeds the maximum of the new range then the employee will be ineligible for any base pay increases. When the range increases to exceed the employee's base rate then the employee will again be eligible for base rate increases.

### **13. Involuntary Demotion**

- a. Employees, who are involuntarily demoted as a result of disciplinary action, shall be placed in the new classification and their rate of pay shall be reduced by at least five percent (5%) from their present rate of pay. The new rate of pay shall not exceed the maximum of the lower salary range. The review date for performance evaluations shall remain the same.
- a. Reduction in pay as a result of involuntary demotion will be effective at the beginning of a pay period.

### **14. Voluntarily Demotion (requested downgrade)**

Employees may be voluntarily demoted from one position to another. Employees who voluntarily demote from one position to another will have their rate reduced by at least five percent (5%) from their present rate of pay. If the new rate of pay exceeds the maximum of the range then the employee's rate of pay will be frozen until such time as the maximum of the pay ranges increases to include the employee's rate of pay. Employees will be required to satisfy selection requirements for the new position to which the employee is voluntarily demoted. The City reserves the exclusive right to consent to or deny a request for voluntary demotion, depending on available positions, qualifications, departmental workload, employee skill level, and the City's need to hire and retain the most qualified applicants.

### **15. Appointments**

- a. Temporary Employees

Pay for temporary employees will be consistent with duties and responsibilities of the temporary position as outlined in the compensation plan. Pay for regular part-time hourly employees will be based on the number of hours worked. Such pay will normally be proportionate to the regular full-time pay rate for the position.

- b. New Hires

A department director may request to hire an applicant up to the midpoint of the pay range for the position based upon an assessment of an applicant's relevant experience, training, education and a review of the current incumbents' salaries that are performing the same job. A summary of the findings shall be submitted to the Human Resources Director for approval. Any request to hire an applicant above the



midpoint will require the prior approval of the Human Resources Director and the City Manager.

c. Former Employee

Former employees must apply for open positions in the same manner as other applicants for the position.

**16. Wages In Advance**

It is the policy of the City of Avondale that no advance of wages will be made.

**17. Termination Pay**

- a. An employee who voluntarily resigns will receive his/her final paycheck on the first regularly scheduled payday following termination of his/her employment. An employee who is eligible for vacation time will be paid for all unused vacation time and other leave as allowed in this policy upon termination.
- b. An employee terminated by the City shall receive payment for his/her wages within three (3) working days of his/her termination from employment.

**18. Pay During National Guard and Reserve Training**

- a. All regular employees who are or may become active members of the National Guard, the Army Reserves, the Navy Reserves, the Air Force Reserves, Marine Reserves, the Coast guard or other reserve military organizations, will be entitled to leave of absence with pay from their respective duties on all duty days on which they are actively engaged in training. However, such leave with pay will not exceed thirty (30) days in any two (2) year period, or as otherwise required by law.
- b. All regular employees who are or may become active members of the National Guard, the Army Reserves, the Navy Reserves, the Air Force Reserves, Marine Reserves, the Coast Guard, or other reserve military organizations will be entitled to compensation if called to active military duty in times of war or national crisis as declared by the President of the United States. In accordance with Arizona law, such employees shall receive military leave with pay for up to thirty (30) days in any two (2) consecutive years.

**19. Temporary Reassignment Pay**

Regular status employees maybe temporarily assigned to a classification in a higher grade upon recommendation of the supervisor and with approval of the department director. Eligible employees will receive a minimum of five percent (5%) above their regular salary for the duration of the temporary detail or more, if necessary, to reach the entry level rate of pay in the higher grade. The Human Resources Director may authorize the



placement of the employee at greater than five percent (5%) based upon the scope and degree of the duties performed and the anticipated duration of the assignment.

- a. The employee must fully perform the duties and responsibilities of the higher classification for the duration of a minimum of twenty-one (21) consecutive calendar days to receive temporary reassignment pay. Compensation shall be retroactive to day one of the assignment.
- b. If the temporary reassignment pay is for a period of six (6) months or less, the reassignment may be made non-competitively. If the reassignment is for more than six (6) months, then the reassignment shall be made competitively in accordance with these policies and procedures or as approved by the Human Resources Director. An extension may be requested in writing to the Human Resources Director. No temporary reassignment shall extend beyond one (1) year.
- c. Employees on temporary reassignment shall have the right to return to their previous regular position at the conclusion of the assignment.
- d. Increases in pay for the temporary reassignment will be immediately discontinued when the employee returns to their regular position.

## **20. Shift Differential**

- a. A shift differential shall be paid for regularly scheduled work shifts scheduled to begin or end between the hours of 9:00 p.m. and 4:00 a.m. Shift differential is not paid for hours worked over the regular shift when work is a continuation of the regular shift. Employees who are called back or who are covering another shift for another employee and perform work outside their regularly assigned shifts do not receive shift pay. Shift differential is not paid to employees on paid or unpaid leave.
- b. An employee shall be paid a shift differential set by administrative policy when working a shift that ends between the hours of 9:00 p.m. and 12:00 midnight, or when working a shift that includes work between the hours of 12:01 a.m. and 4:00 a.m.
- c. Only regular, non-exempt employees and sworn police employees below the grade of lieutenant are eligible for shift differential. Temporary employees and employees of the Fire Department are not eligible for shift differential.

## **21. Field Training Officer Pay**

Police officers and dispatchers, assigned to fulfill the duties of field training officer (“FTO”), shall receive FTO pay at an amount determined by administrative policy for the term of the assignment once they have successfully completed the National Association of Field Training Officer’s (“NAFTO”) certification course or other appropriate training. FTO’s on administrative leave and/or medical leave in excess of eighty (80) hours shall not receive the FTO pay until they are approved to return to full-duty status.



## **22. Detective Pay**

Police officers assigned by the Police Chief to fulfill the duties of detective shall receive detective pay at an amount determined by administrative policy for the term of the assignment. Detective pay begins as soon as they begin performing in the position. Detectives on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the detective pay until they are approved to return to full-duty status.

## **23. Internal Affairs Investigator Pay**

Sergeants assigned by the Police Chief to fulfill the duties of internal affairs investigator, shall receive internal affairs investigator pay at an amount determined by administrative policy for the term of the assignment. Internal affairs investigator pay begins as soon as they begin performing in the position. Sergeants on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the internal affairs investigator pay until they are approved to return to full-duty status.

## **24. Motor Pay**

Police officers, assigned by the Police Chief to fulfill the duties on motor patrol, shall receive motor pay at an amount determined by administrative policy for the term of the assignment. Motor pay begins as soon as they begin performing in the position. Police officers on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the motor pay until they are approved to return to full-duty status.

## **25. Public Safety Dispatcher Pay**

Public safety dispatchers, assigned by the Police Chief to fulfill the duties of public safety training dispatcher, shall receive public safety training dispatcher pay at an amount determined by administrative policy for the term of the assignment. Public safety training dispatcher pay begins as soon as they begin performing in the position. A public safety training dispatcher on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the public safety training dispatcher pay until they are approved to return to full-duty status.

## **26. Battalion Chief Coverage Pay**

Battalion chiefs regularly assigned to work the fifty-six (56) hour shifts may be eligible to receive coverage pay at an amount determined by administrative policy.

## **27. Bilingual Pay**

City employees may be eligible for bilingual pay for Spanish language skills. Guidelines regarding eligibility and compensation are set forth in Administrative Policy 36.



**28. Cost of Living Adjustment**

Each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

**29. Merit Pay**

Each budget year the City Council determines the amount, if any, of a merit pay increase for employees. Regular status employee chosen to receive a merit increase will receive the increase at the beginning of the fiscal year, or as specified by the City Council and City Manager. Merit pay increases will be subject to the overall financial state of the City, as determined by the City Council and City Manager.

**30. Uniform Allowance**

Regular employees who perform work that requires an employee to wear a uniform and/or safety shoes may be provided with a uniform and/or safety shoes or an allowance as established by administrative policy for each participating department.



## **CHAPTER 6**

### **Employee Benefits**

#### **A. Sick Leave**

##### **1. Sick Leave Defined**

- a. Sick leave is an approved period of absence granted to an employee due to:
  - (1) Illness, injury or other medical condition which renders the employee unable to perform the duties of the position.
  - (2) Illness, injury, medical condition evaluation procedure or treatment by a licensed health care practitioner, of an employee's immediate family member. For the purpose of this section, immediate family member shall be defined as a husband, wife, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an employee, step-child, a child whose adoption is in process, or other legal dependents. Sick leave may also be granted under Family Medical Leave Act ("FMLA").
- b. An adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel and any other activities necessary to allow adoption to proceed.

##### **2. Accumulation of Sick Leave**

- a. Employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period.
- b. Employees who work fewer than 2080 hours annually, or who are regular part-time employees hired prior to September 15, 2009, will accrue sick leave at the rate of 1.85 hours per biweekly pay period.
- c. Regular part-time employees (working 30 hours or less) hired after September 15, 2009 are not eligible for sick leave.
- d. Sick leave hours are accumulated without limit.
- e. When an employee is promoted, demoted or transferred, he/she shall retain all accrued sick leave.

##### **3. Sick Leave Usage**

Employees eligible for sick leave usage by this policy may use sick leave hours only as provided. Sick leave is a privilege, not a right. Employees are subject to discipline for misuse or abuse of sick leave privileges.



- a. Sick leave may be taken when approved by the department director.
- b. A department director may require a submission of evidence substantiating the need for sick leave. An absence of three or more days shall be reported to the Human Resources Department to determine if FMLA leave is warranted.
- c. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.

#### **4. Compensation for Sick Leave**

- a. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.
- b. Compensation upon retirement will be as follows:
  - (1) Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
  - (2) Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

#### **5. Notification**

An employee should notify his/her supervisor as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's work day. Employees shall communicate by phone with his/her supervisor. Sending a text message or email is unacceptable and will not be considered notification. An employee must notify his/her supervisor on each day of absence unless other arrangements have been made or FMLA has been approved through Human Resources. Failure to provide proper notice may result in disciplinary action up to and including termination.

### **B. Family and Medical Leave Act ("FMLA")**

#### **1. General Provisions**

It is the policy of the City of Avondale to grant up to 12 weeks of FMLA leave during any 12-month period to eligible employees. The City may grant up to a maximum of 26 weeks in a 12-month period for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. The City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request



leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

## **2. Eligibility**

To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

- a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.
- b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (“FLSA”) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

## **3. Types of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- a. The birth of a child and in order to care for that child;
- b. The placement of a child for adoption or foster care and to care for the newly placed child;
- c. To care for a close family member (usually a spouse, child, or parent) with a serious health condition; or
- d. The serious health condition (described below) of the employee.
  - (1) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee’s position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.
  - (2) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long term



health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

- e. Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- f. Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If husband and wife both work for the City, the husband and wife may only take a combined total of 26 workweeks of leave.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.

The City requires an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in this policy. The City relies heavily on the physician's assessment.

An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. If a husband and wife both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, the husband and wife may each take 12 weeks each of leave.

#### **4. Employee Status and Benefits During Leave**

While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.



If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City may discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act ("COBRA") would be offered. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

## **5. Employee Status After Leave**

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

## **6. Use of Paid and Unpaid Leave**

If the employee has accrued or earned sick leave, the employee must use paid sick leave first and exhaust all accrued sick leave balances prior to taking any portion of the 12 weeks as unpaid FMLA leave. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for unpaid leave.

Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12 week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12 week entitlement.



## **7. Intermittent Leave or a Reduced Work Schedule**

An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

If the employee is taking FMLA leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the City before taking intermittent FMLA leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the FMLA leave is medically necessary. The City requires certification of the medical necessity as set forth in this policy.

Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible. An employee using intermittent leave due to medical necessity should notify his/her supervisor as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's work day. An employee must notify his/her supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.

## **8. Certification of the Serious Health Condition**

A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

The City requires certification of a serious health condition. The employee shall make every effort to respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of FMLA leave. Medical certification may be provided by using the medical certification form. Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.



If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

Certification related to active duty or call to active duty - The City may require that a request under active duty or call to active duty be supported by a certification issued at such time and in such manner as prescribed by Federal Law. Please consult with the Human Resources Department for current Federal guidelines regarding notification.

## **9. Procedure for Requesting Leave**

All employees requesting leave under this policy must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department and their immediate supervisor. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

When an employee plans to take leave under this policy, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.

Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisors and Human Resources in writing at least two weeks in advance or as soon as possible and must have the physician re-certify that the extended leave is medically necessary. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and the employee will be subject to disciplinary action up to and including termination.



## **10. Job Benefits and Protection**

- a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.
- b. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- c. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- d. FMLA makes it unlawful for any employer to:
  - (1) Interfere with, restrain or deny the exercise of any right provided under FMLA.
  - (2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **11. Enforcement**

- a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- b. An eligible employee may bring a civil action against an employer for violations.
- c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

## **C. Short-Term Disability**

The short-term disability benefit provided by the City of Avondale is an income replacement for employees unable to work due to illness or injury (non-job related).

### **1. Eligibility**

A regular, full-time employee who is unable to work due to illness or injury (non-job related) is eligible for short-term disability benefits. The employee must have exhausted all paid sick leave and be absent from work for a minimum of 14 consecutive calendar days prior to being eligible for the short-term disability benefit. Employees changing leave status from Administrative Leave to Short Term Disability will be subject to a 14-day waiting period. For injuries or illnesses requiring immediate hospitalization, the benefit shall commence on the date of hospitalization. An employee receiving Workers' Compensation or disability pay under any State of Arizona plan policy is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not



engage in outside employment and is expected to avoid activities that may delay recovery and a return to work. While on short-term disability employees are not permitted to report to work or participate with work activities unless specific prior authorization has been approved in writing by Human Resources. Violations of this policy will result in disciplinary action up to, and including dismissal from City employment. Disability benefits can not be collected while employed elsewhere.

## **2. Benefit Payment**

The short-term disability benefit payment is 60% of the employee's base weekly wages or salary, to a maximum of \$1,500 per week. The benefit may be paid for a maximum up to 25 weeks in a one-year period. Payments are made in accordance with the City payroll periods. The benefit is taxable income.

## **3. Medical Certification**

The employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification will be submitted to the City's Third Party Administrator ("TPA") who will review the certification and make a determination on benefit qualification.

## **4. Reporting Requirement**

While on short term disability, employees are required to report periodically to the Human Resources Department, at least every 30 days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical evidence substantiating their need for continued leave to the Human Resources Department who will then submit it to the TPA.

## **5. Return to Work**

The employee must return to work as soon as permitted by his or her healthcare provider. The employee must submit a fitness-to-return-to-duty clearance to the Human Resources Department prior to returning to work. An employee whose absence has been designated as FMLA leave is eligible for reinstatement as provided by the FMLA leave policy upon his/her return to work.

## **6. Employee Benefits**

The City will pay its portion of the cost of the employee's benefits including health, dental, life and disability insurance benefits while an employee is on FMLA with or without paid leave (vacation or sick). The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by personal check which must be submitted to the Human Resources Department. The payment must be received in the Human Resources Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped. The City will provide 15 days' notification prior to the employee's loss



of coverage. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee’s coverage(s) will be terminated and he/she will be offered COBRA to continue benefits, excluding life and disability insurance.

When the twelve week period for FMLA coverage has ended and the employee has exhausted all paid leave, the employee will be responsible for the total cost of the health insurance premiums on any health insurance coverage the employee or the employee’s family is receiving through the City during this extended leave period, unless otherwise provided by law.

Short Term Disability may only be used when an employee has a continuous, incapacitating serious health condition as certified by a physician. Short Term Disability cannot be used for an intermittent leave or to care for a family member.

Employees with any questions regarding this policy should contact the Human Resources Department.

**7. Leave Accruals**

While on short-term disability leave accruals will discontinue until employee is released back to work.

**D. Vacation Leave**

**1. Accumulation of Vacation Leave**

a. All full-time employees, excluding sworn firefighters, will accrue vacation leave as follows:

<b>Non-Exempt</b>	<b>(First 5 Years)</b>	3.7 hours per pay period (12 days per year)
	<b>(5 – 10 Years)</b>	4.62 hours per pay period (15 days per year)
	<b>(10 – 15 Years)</b>	5.54 hours per pay period (18 days per year)
	<b>(15 Years +)</b>	6.16 hours per pay period (20 days per year)

<b>Exempt</b>	<b>(First 5 Years)</b>	4.62 hours per pay period (15 days per year)
	<b>(5 – 10 Years)</b>	5.54 hours per pay period (18 days per year)
	<b>(10 Years +)</b>	6.16 hours per pay period (20 days per year)



b. All assistant department directors will accrue vacation leave as follows:

<b>ASSISTANT DEPARTMENT DIRECTORS</b>	
<b>First 5 Years</b>	5.54 hours per pay period (18 days per year)
<b>5+ Years</b>	6.16 hours per pay period (20 days per year)

c. All department directors and Assistant City Managers will accrue vacation leave as follows:

<b>Assistant City Managers And Department Directors</b>
6.16 hours per pay period (20 days per year)

d. Battalion Chiefs

<b>Battalion Chiefs</b>	
( 0 – 5 years)	11.20 hours per pay period
61 months – 120 months (5 – 10 years)	12.12 hours per pay period
121 months – 180 months (10 – 15 years)	13.05 hours per pay period
181 months + (15 years +)	

e. Upon hiring any employee, a department director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors. The Human Resources Director must review and approve this request prior to any official written offer of employment.

f. Part-time regular employees hired prior to September 15, 2009 will accrue vacation leave as follows:

<b>First Five (5) Years</b>	1.85 hours per pay period
<b>5 to 10 Years</b>	2.31 hours per pay period
<b>10 to 15 Years</b>	2.77 hours per pay period
<b>15+ Years</b>	3.08 hours per pay period



- g. Temporary and seasonal employees shall not be eligible for, or accrue, vacation leave.
- h. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.
- i. Regular part-time employees (working 30 hours or less) hired after September 15, 2009, are not eligible for vacation leave.

## **2. Maximum Accumulation of Vacation Time**

Eligible employees have a maximum accrual of vacation time of 240 hours.

- a. Employees must use all hours over the maximum accrual by the end of each calendar year. Employees will lose any vacation leave hours over the maximum accrual amount not used by December 31st of each calendar year.
- b. Vacation leave accumulated in excess of 240 hours as of the last day of the last pay period starting in any calendar year shall be forfeited, unless the City Manager authorizes an exception in an individual case. The application for exception submitted through the Human Resources Department shall contain a plan to use the excess hours during the following calendar year, pay the employee for the excess hours or a combination of both.

## **3. Use of Vacation Leave**

Vacation leave shall be taken with the approval of the department director or designee (i.e., immediate supervisor).

- a. Vacation will only be granted during such time as it is not disruptive to the work schedule of the department concerned.
- b. During the original probationary period, vacation leave may be granted at the discretion of the department director.
- c. Vacation leave granted shall not exceed an employee's accrued balance.

## **4. Vacation Sell Back**

Employees may be paid for a portion of accrued vacation. See Administrative Policy 40 (AP-40) for guidelines.



## **E. Holiday Leave Policy**

### **1. Objectives**

The objectives for the development of the holiday leave policy are:

- a. Equalize the holiday leave allocation, so that each full-time regular employee receives 88 hours of holiday leave hours per fiscal year and each part-time employee receives 44 hours of holiday leave per fiscal year.
- b. Identify the methods to maximize the number of days that City offices are open to serve citizens.
- c. Ensure that the adoption of a Green Friday schedule or other alternate schedule does not increase the cost of doing business for the City.
- d. Implement a system to increase the flexibility for employees to utilize their holiday compensation.

### **2. Accumulation of Holiday Leave**

- a. The annual holiday leave bank for each full-time, regular employee is 88 hours and for each regular part-time employee is 44 hours per fiscal year. Temporary and seasonal employees are not eligible for holiday compensation or holiday differential pay. For the purposes of this policy, the holiday will be defined as the 24-hour period (12:00 AM-11:59 PM) on the designated holiday.
- b. Employees will be provided with a bank of 88 hours (full-time) and 44 hours (part-time) per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays or floating holidays as set forth below. The leave banks will be populated during the first payroll period in July and January. The first allocation will be in July for 50 hours (full-time) and 25 (part-time), the second in January for 38 hours (full-time) and 19 hours (part-time). New hires will receive a prorated number of hours based upon their hire date.
- c. Regular part-time employees (working 30 hours or less) hired after September 15, 2009, are not eligible for holiday bank hours or holiday compensation.

### **3. Designated Holidays; Floating Holidays**

A listing of City-designated holidays will be prepared for each fiscal year. This listing will be included in the Administrative Policy and posted no later than June 1 of each year. The listing will specify any and all designated holidays for the City.

- a. If a designated holiday falls on a scheduled work day, employees will be required to use their holiday leave to cover their scheduled work hours. Employees required to



work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will be not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.

- b. In the event an employee is on paid leave when a holiday occurs, the employee shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (i.e. vacation or sick leave).
- c. Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor. Holiday leave will not be available for use on an unplanned or call-in basis.

#### **4. Holidays Eligible for Differential Pay**

- a. Each June, a listing will be included in the Administrative Policy of any holidays that will be paid a holiday differential. Non-exempt employees who are required to work on one of the listed holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. This compensation may be in overtime or compensatory time, depending on the needs of the department (compensatory time guidelines have been established in Chapter 5 of the City of Avondale Policies & Procedures Policy Manual) The additional compensation would only be for the actual day of the holiday, not the Friday or Monday before or after (example: July 4th is on a Sunday; employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not).
- b. Exempt employees would not be eligible for any additional compensation if required to work on one of the holidays eligible for differential pay.
- c. Regular part-time employees (working 30 hours or less) hired after September 15, 2009, are not eligible for holiday differential pay.

#### **5. Use of Holiday Leave**

- a. It will be the employees' responsibility to monitor their holiday leave usage.
- b. Holiday leave must be used in full day increments. A full day will be considered the number of hours scheduled for the day that the leave was taken (e.g. employee was scheduled to work ten hours on a holiday, ten hours of holiday pay would be utilized). In the event that the employee does not have enough holiday hours in her/his bank to cover a full day's absence, vacation hours or compensatory time will be used to make up the difference. The same concept shall apply to all regular part-time employees.
- c. All holidays hours not taken prior to the last day of employment with the City, shall be forfeited.



- d. Holiday hours must be used by June 30 of each year or will be forfeited. There will be no “cash out” or carryover of holiday hours.
- e. In the event that an exempt or non-exempt employee does not have either holiday hours, compensatory hours or vacation hours to cover a designated holiday, they will be placed in a leave without pay (“LWOP”) status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.
- f. Holiday hours will not count toward hours worked for purposes of overtime for hourly employees.
- g. Holiday differential is paid in addition to any overtime pay due. Holiday differential pay will not be included in determining the regular hourly rate of pay for the purpose of calculating overtime payments.

**6. Certain Police Employees Not Participating**

Sworn police officers (except Criminal Investigations Bureau (“CIB”)), detention officers, police communications staff and park rangers (“Specified Police Employees”) will not be participating in the holiday leave program set forth above. Specified Police Employees will receive 8 hours of compensation for each of the following holidays as they occur in the calendar:

SPECIFIED POLICE EMPLOYEE HOLIDAYS
INDEPENDENCE DAY
LABOR DAY
VETERAN’S DAY
THANKSGIVING
DAY AFTER THANKSGIVING
CHRISTMAS DAY
NEW YEAR’S DAY
MLK
PRESIDENT’S DAY
MEMORIAL DAY
PERSONAL DAY TO BE SCHEDULED BY EMPLOYEE

- a. Specified Police Employees will have one 8-hour personal day to schedule at their discretion with their supervisor each fiscal year. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the employee on July 1 of each fiscal year. New hires will receive a personal day upon their hire. The personal day must be scheduled in the fiscal year it is earned. Unused personal days will not be paid out at the end of the fiscal year or upon resignation of the employee.



- b. The Specified Police Employee holiday hours set forth above will not count as hours worked for the purpose of overtime compensation. Employees who are required to work on designated holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

Example 1: Employee works 14 hours on the holiday (Wednesday\*) and works three other days in the week.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	46	10	11	14	11			

**End Result:**

Hours worked	46
Holiday compensation at straight rate	8
Regular Hours at straight rate	40
Overtime at 1.5	6
Holiday Differential at .5	14

Example 2: Employee works 14 hours on the holiday (Wednesday\*) and calls in sick on Monday for the entire shift of 10 hours.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	36		11	14	11			
Sick Leave	10	10						

**End Result:**

Hours worked	36
Holiday compensation at straight rate	8
Sick leave at straight rate	10
Regular Hours at straight rate	54
Overtime at 1.5	0
Holiday Differential at .5	7

**F. Industrial Leave**

**1. Workers' Compensation Coverage**

The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, you receive medical benefits and, if eligible, temporary compensation.



## **2. Determination of Compensability**

The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

## **3. Separation During a Claim**

An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

## **4. Filing a Claim**

An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

## **5. Types of Claims**

There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

- a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.
- b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not work days) and includes Saturdays, Sundays and holidays.

## **6. Compensation for Time Lost Claims**

The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of



injury, as the employee was working that day and was typically compensated already for that day.

Compensation is based on 66 2/3% of the monthly wage up to the statutory limit set forth in the Arizona Revised Statutes. The state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City of Avondale payroll system and will be issued on a bi-weekly basis.

Sick time or vacation time may be utilized to cover the seven day waiting period or to supplement their Workers' Compensation payments. Employees would need to notify Payroll in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

## **7. Requirements While Under Workers' Compensation**

For public safety employees on Workers' Compensation, retirement contributions cease unless the injured employee fills out a form provided by the Risk Management department.

An employee may not leave the state for more than two weeks while under active medical treatment without approval from the Arizona Industrial Commission. If you are planning to be outside the state for more than two weeks, you must have written approval from the Arizona Industrial Commission before you leave the state.

Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.

FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

## **8. Return to Work**

While under active medical care, a doctor may release you to return to light duty or to your regular job.

If released to regular duty, you must be able to perform the essential functions of your job, with or without reasonable accommodations. If you require accommodations, Human Resources will coordinate an evaluation of your ability to return to the workplace.



If returned to work with restrictions, the physician must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management and the department will work together to determine if there is work available that meets the restrictions outlined. Light duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on light duty for a period of time greater than twelve months from the date of injury or date of onset of illness. Light duty work would no longer be available once an employee is medically able to return to his or her regular job.

If an employee fails to accept a light duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.

Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

## **G. Leave Without Pay**

### **1. Request and Determination**

Employees may request, in writing, leave without pay (“LWOP”) for certain restricted reasons. The department director, Human Resources and City Manager will determine whether or not to approve the leave request.

### **2. Leave Accruals Discontinued**

Vacation and sick leave accruals will discontinue at the point an employee goes on leave without pay and will commence when they return to work.

### **3. Insurance Discontinued**

After two pay periods of leave without pay, health, dental, vision and life insurance for the employee and any dependent coverage will discontinue. COBRA coverage will be offered to the employee and dependents.

### **4. Unauthorized Absence**

Any unauthorized absence of an employee from duty will be deemed absence without pay and may be grounds for disciplinary action up to and including dismissal from City employment.

### **5. Failure to Return After Notice**

Failure on the part of an employee to return to duty within 48 hours after written notice to return has been sent to his/her last known address will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.



## **H. Bereavement Leave**

### **1. General**

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed five work days or 40 hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the department director's approval. Upon the death of an employee's aunt, uncle, or cousin, an employee may be granted paid bereavement leave not to exceed one work day or eight hours. Only full-time regular and/or probationary employees are eligible for bereavement leave. Part-time employees are not eligible for bereavement leave.

### **2. Immediate Family Defined**

For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

## **I. Military Leave**

All regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay, upon written request to the City Manager, from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority, on active duty during training or duty with troops, field exercises or instruction for a total period not to exceed the lesser of 30 working days or 240 hours in any two consecutive years.

## **J. Civic Duty Leave**

### **1. General**

Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena and voting.

### **2. Use of Civic Duty Leave**

Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

- a. The distance to the work location would preclude timely reporting for the civic duty;
- or



- b. The employee cannot return to work at least one hour before the end of the work shift;
- c. Civic duty leave will not count towards hours worked for purpose of computing overtime.

### **3. General Election Day**

- a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.
- b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

### **4. Appearance as a Witness**

An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.

### **5. Jury and Witness Fees**

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any fees to the City Finance and Budget Department, except for mileage allowance.

## **K. Victim's Leave**

### **1. Purpose and Eligibility**

The City will allow employees who are victims of crimes to leave work to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. §§ 8-420, 13-4439) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.



## **2. Use of Victims Leave**

A request for victim's leave must be made to the immediate supervisor providing as much notice as practical. In making this request, the employee shall provide both of the following documents:

- a. A copy of the form provided to the employee by the law enforcement agency.
- b. A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.

Leave records under this policy shall be maintained in a confidential manner. When using victim's leave, the eligible employee may use accrued vacation or time earned. Compensatory time earned may be used for non exempt employees to remain in a pay status while absent from work. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager. While there is no maximum amount of time allocated for the victim's leave, the City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

## **L. Administrative Leave**

The Human Resources Department may authorize the granting of administrative leave to temporarily relieve an employee of his/her duties during an investigation and/or pending the outcome of a hearing. Administrative leave may be authorized with or without pay depending upon the specific circumstance.

## **M. Health, Dental, Life and Optional Insurances**

Subject to the approval of City Council, the City provides health, dental and life insurance to regular status full-time employees. Insurance coverage begins 30 days after the first day of the month following the employee's first day of employment. All regular part-time employees hired after September 15, 2009, are not eligible for any health, dental, life or optional insurances.

### **1. Medical Insurance**

Employees hired in 30-40 hour positions are covered by the City's regular medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans.

### **2. Dental Insurance**

Employees hired in 30-40 hour positions are covered by the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by



the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

### **3. Life Insurance**

Employees hired in 30-40 hour positions are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

### **4. Optional Insurance Benefits**

The City may provide optional benefits through payroll deduction.

## **N. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")**

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

## **O. Workers' Compensation Insurance**

### **1. General**

Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on 66 2/3% of the monthly wage up to the statutory limit set forth in the Arizona Revised Statutes.



## **2. Temporary Disability and Sick Leave**

An employee receiving temporary disability payments pursuant to the laws related to Workers' Compensation may elect to use accumulated sick leave in order to continue his/her regular income if employed with the City less than one year. Sick leave must be used in increments of not less than eight hours per pay period. The purpose of this policy is to ensure that an employee does not suffer economic hardship as a result of his/her injury; however, the employee shall not make a financial gain as a result of his/her injury or illness.

## **3. Reporting Period**

All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

## **4. Choice of Care Provider**

The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

## **P. Retirement Plans**

Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.

Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

## **Q. Deferred Compensation Plan**

Under this optional plan, which is governed by Internal Revenue Service (IRS) Code 457, an employee may choose to defer a portion of his/her income through payroll deduction. The deferred amount is not taxable until withdrawn, and various options are available for the investment of these funds. There are no City matching funds for this benefit. By deferring income, an employee may lower the income tax they currently pay.

## **R. Health Savings Account ("H.S.A.")**

### **1. General**

Health Savings Accounts ("H.S.A.") were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. H.S.A. are designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.



## **2. Employee Choice**

Employees who select a high deductible health plan may be eligible to participate in an H.S.A.

## **3. City Contribution**

The City may elect to contribute funds to employee's H.S.A. accounts.

## **S. Flexible Spending Arrangements (“FSA”)**

### **1. General**

Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (“FSA”) allow employees to be reimbursed for medical expenses.

### **2. Process**

- a. Employees may contribute to FSA accounts up to the limit set by the City.
- b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.
- c. The City may elect to contribute funds to employee's FSA accounts.



## **CHAPTER 8**

### **Nepotism/Outside Employment**

#### **A. Employment of a Relative**

Employment of immediate family, including step-family, will apply at all times to all positions within the City of Avondale. Immediate family members will not be employed in positions where one is in the supervisory chain of the other. Employees who become relatives after appointment will not continue to be employed in violation of this policy. One of the two employees must be appointed to an appropriate vacancy in accordance with these policies or resign. If the two family members cannot determine which one will resign the Department Director shall make the decision based on seniority within that department.

#### **B. Outside Employment**

Employees of the City of Avondale may take part-time jobs if there is no conflict with normal working hours, the employees' efficiency in their work is not affected, or there is no conflict with the interest of the City.

The following activities, not all-inclusive, are considered to be in conflict or incompatible with City employment:

1. Any outside employment or activity that conflicts with the employee's City position while on active FMLA or Workers Compensation status.
2. Any employment, activity, or enterprise which involves the use, for private gain, or use of the City's time, facilities, equipment, or supplies, or the prestige or influence of the City office or equipment;
3. Any activity which involves receipt or acceptance by an employee of any money or other consideration from anyone other than the City for performance of an act which the employee should be required or be expected to render in the regular course of his/her city employment or his/her duty as an employee;
4. Any activity which involves a performance of an act other than in the capacity of a City employee which may later be subject to the control, inspection, review, or enforcement by the employee or the department by which he/she is employed; and
5. Any activity which involves so much of the employee's time that it impairs his/her attendance or efficiency in the performance of his/her duty.
6. The City Manager will make a final determination as to whether a specific activity is prohibited.



## **CHAPTER 18**

### **Grounds for Discipline/Termination**

#### **A. Statement**

Any action that reflects negatively upon the City of Avondale will be considered good cause for disciplinary action against any officer or employee. For all disciplinary actions that are implemented in hours, a 1.4 times conversion rate will be applied to sworn fire personnel on a 56 hour schedule.

As way of example only, the following are the type of behavior that constitutes grounds for termination. These examples are simply that, and do not constitute an all-inclusive list:

1. Incompetency, inefficiency or in attendance to, or dereliction of duty.
2. Dishonesty, intemperate conduct, insubordination, discourteous treatment of the public or of fellow employees, any act or commission or omission tending to injure the public service, any failure on the part of the employee to properly conduct himself or herself, or violations of the Arizona Revised Statutes, City ordinances or other rules and regulations applicable to the employee.
3. Any violation of the City's substance abuse policy.
4. Conviction of any felony or misdemeanor that involves dishonesty, scandal, or in any other way may bring disrepute to the employee or the City.
5. Arrest for any matter that makes it impossible and/or impractical to properly complete his/her duties.
6. Any violation of the policies contained in this manual, departmental rules, supervisory instructions, any other City rules/policies (e.g. those contained in the Ethics Handbook), or any other conduct that may bring discredit to the City.

#### **B. Unlawful Acts Prohibited**

1. No person will willfully make any false statement, certificate, mark, rating, or report in regard to any application for employment, test, rating, certification, or appointment held or made under these policies and procedures or ordinances of the City of Avondale, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such personnel provisions of the policies and procedures made there under. Such conduct will be grounds for immediate dismissal.
2. No person seeking appointment to or promotion in any position in the City service will either directly or indirectly give, promise, render, or pay any money, service, or anything else of value to any person for, on account of, or in connection with his/her test, appointment, proposed appointment, promotion or proposed promotion.



## **C. Procedures**

The City does not have a progressive discipline policy. It may take varying forms of discipline against its employees, as best serve the City's and the citizens' interests in each particular circumstance. The City reserves the right to take any appropriate disciplinary action that circumstances require. Temporary and original probationary employees have no appeal rights for actions outlined in these policies. When a Department Director identifies the need for employee discipline he/she shall meet with the Human Resources Director prior to any discussion with the employee. Before any employee is given a letter of reprimand, notice of intent to suspend without pay, notice of intent to reduce pay, notice of intent to demote or notice of intent to terminate the Department Director shall consult with the Human Resources Director. Below are examples of forms of discipline that the City may take. However, this is not an exclusive list.

### **1. Reprimand**

- a. The immediate supervisor, department director, the Assistant City Manager, or the City Manager may reprimand any employee under his/her supervision for cause.
- b. Such a reprimand will be in writing and addressed to the employee.
- c. A signed copy will be forwarded to the employee and the Human Resources Director for inclusion in the employee's personnel file. The City Manager will also be notified of the reprimand.
- d. Reprimands cannot be appealed to the Personnel Board.
- e. However, within ten (10) days of receipt, the employee may file a letter of response to the reprimand, which will be attached to the reprimand in his/her file. In its sole discretion, City management may choose to modify or revoke the reprimand after reviewing the employee's letter and circumstances surrounding the discipline.

### **2. Suspension**

- a. The City Manager or the Assistant City manager, at his/her own discretion or upon the recommendation of a department director, may, suspend an employee for cause without pay for a period or periods not exceeding thirty (30) calendar days in any twelve (12) month period – except as provided in section (d.) below.
- b. Suspensions of 40 hours or less cannot be appealed to the Personnel Board; however, the employee may request review of the decision within ten (10) calendar days of the notice. Upon receipt of the employee's request for review, the Human Resources Department shall coordinate and appoint another department director or supervisor to review the matter. The designated manager will issue a written memorandum either upholding the non-appealable suspension, or suggesting that the City Manager



reverse or modify the discipline. If the designee suggests a reversal or modification, the City Manager will review the matter and make a final decision.

- c. If an employee appeals his/her suspension of more than 40 hours, he/she must first receive a hearing before the Assistant City Manager or designee prior to suspension. After the hearing, the Assistant City Manager or designee will determine whether this action is appropriate. The City Manager will be notified of the decision. If the suspension is upheld, the employee may request an appeal to the Personnel Board within ten (10) calendar days of receipt of the hearing decision. The appeal must be in writing, through the Human Resources Director to the Personnel Board. After the Board conducts a hearing, as outlined in Chapter 19, it will make a recommendation to the City Manager or designee for final determination. The Personnel Board serves an advisory role to the City Manager or designee.
- d. Any regular employee who is arrested for a serious public offense, other than minor traffic violations, whether imprisoned, pending probation or released on bail, may be suspended without pay until such time that judgment is rendered by the court; provided, however, if the employee is found not guilty, he/she will receive compensation for the period of suspension. The employee may not appeal a suspension under this provision.

### **3. Reduction in Pay in Lieu of Suspension**

- a. A Department Director may choose to impose a reduction in pay of an employee instead of a suspension without pay. Any reduction in pay in lieu of suspension that is equal to 40 hours or less cannot be appealed to the Personnel Board. The employee may request review of the decision within ten (10) calendar days of the effective date. Upon receipt of the request, the Human Resources Department shall coordinate and appoint another department director or supervisor to review the matter. The designated department director or supervisor will issue a written memorandum either upholding the non-appealable reduction in pay, or suggesting that the City Manager reverse or modify the discipline. If the designee suggests a reversal or modification, the City Manager will review the matter and make a final decision.
- b. The total dollar amount of the reduction in pay shall not exceed the dollar amount of the suspension for which the reduction is substituted.
- c. The reduction in pay shall not reduce the employee's salary below the Federal minimum wage.
- d. If an employee appeals his/her reduction in pay in lieu of suspension (for amounts equivalent to more than 40 hours suspension), he/she must first receive a hearing before the Assistant City Manager or designee prior to implementing a reduction in pay in lieu of suspension. After the hearing, the Assistant City Manager or designee will determine whether this action is appropriate. The City Manager will be notified of the decision. If the reduction in pay in lieu of suspension is upheld, the employee



may request an appeal to the Personnel Board within ten (10) calendar days of receipt of the hearing decision. The appeal must be in writing, through the Human Resources Director to the Personnel Board. After the Board conducts a hearing, as outlined in Chapter 19, it will make a recommendation to the City Manager or designee for final determination. The Personnel Board serves an advisory role to the City Manager or designee.

#### **4. Demotion**

- a. The City Manager, or the Assistant City Manager, at his/her own discretion, or upon the recommendation of a department director, may demote an employee for cause. If appealed, the City Manager or designee will make the final determination after receiving a recommendation from the Personnel Board.
- b. If an employee appeals his/her demotion, he/she must first receive a hearing before the Assistant City Manager or designee prior to implementing the demotion. After the hearing, the Assistant City Manager or designee will determine whether this action is appropriate. The City Manager will be notified of the decision. If the demotion is upheld, the employee may request an appeal to the Personnel Board within ten (10) calendar days of receipt of the hearing decision. The appeal must be in writing, through the Human Resources Director to the Personnel Board. After the Board conducts a hearing, as outlined in Chapter 19, it will make a recommendation to the City Manager or designee for final determination. The Personnel Board serves an advisory role to the City Manager or designee.
- c. All regular employees demoted for disciplinary reasons will not be eligible for promotion or an increase in compensation for a period of one (1) year from the time of the demotion

#### **5. Termination**

- a. The City Manager or the Assistant City Manager may terminate for cause any employee of the City by delivery of a written statement of reasons for termination. In most cases, the Assistant City Manager or designee will make the initial termination decision. If appealed, the City Manager or designee will make the final determination after receiving a recommendation from the Personnel Board.
- b. Employees serving in the original probationary period need not receive a written statement of reasons for termination.
- c. Pre-Termination Hearing

If an employee appeals his/her termination he/she must first receive a pre-termination hearing before the Assistant City Manager or designee prior to termination.

- d. Final Decision



After the pre-termination hearing, the Assistant City Manager or designee will determine whether termination is appropriate. The City Manager will be notified of the termination decision. If terminated, the employee may request an appeal to the Personnel Board within ten (10) calendar days of receipt of the hearing decision. After the Board conducts a hearing, as outlined in Chapter 19, it will make a recommendation to the City Manager or designee for final determination. The Personnel Board serves an advisory role to the City Manager or designee.

e. Process

Managers requesting termination of an employee as a disciplinary measure will first consult with the Human Resources Director.

**6. Exit Interviews**

Any employee leaving the City's services is given the option to provide Human Resources with an exit interview.

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## CHAPTER 19 Grievances

### A. Statement

The City of Avondale, in keeping with its policy of maintaining satisfactory working conditions, will provide a means to insure fair handling of employee complaints and grievances. Any employee whose state of mind is so affected by a grievance that he/she will not endeavor to, or cannot do the proper thing in course of performing their regular duties should immediately pursue the prescribed procedures for grievances.

### B. Matters Subject to Grievances

1. For the purpose of these policies and procedures, a grievance means any dispute regarding the meaning, interpretation, or alleged violation of these policies and procedures.
2. Any employee in the classified service will have the right to appeal, under this rule, a decision affecting his/her employment, over which his appointing power has partial or complete jurisdiction, with the exception of suspensions, demotions, or terminations which will be appealed directly to the Personnel Board, through the Assistant City Manager or designee as provided by these policies.

### C. Matters Not Subject to Grievance

As discussed above, suspensions, demotions and terminations are not grievable. In addition, an employee cannot grieve the contents of a performance evaluation, the lack or amount of a pay increase (merit or otherwise) or any form of reprimand. In addition, an employee that is a member of a certified Employee Group pursuant to Article II, Div. 4, Section 2-56, may not grieve an issue – except through his/her group's representative. Finally, an employee may not file a grievance for any concern more than sixty (60) days after the employee first becomes aware of it.

### D. Procedures

#### 1. Informal Grievance Procedure

- a. An employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay.
- b. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she will have the right to discuss it with his/her supervisor's immediate department director. If the employee's supervisor does not have a department director, he/she shall discuss the matter with Human Resources. In some



circumstances, Human Resources will determine that matter should be referred to the City Manager, or his designee, at this stage.

- c. Every effort should be made to find an acceptable solution by informal means at the lowest level of supervision. If an employee fails to follow this informal procedure, the grievance will be denied and he/she will not be permitted to proceed to the formal grievance procedure outlined below.

## **2. Formal Grievance Procedure**

Levels of review through the chain of command are listed below:

### **a. First Level of Review**

- (1) If the employee has properly followed the informal grievance procedure and the matter is not resolved, the employee is eligible to elevate the grievance to this level. Initially, the employee must reduce the grievance to writing citing the article and section of the personnel policies and procedures alleged to be violated, the date of the violation which is the basis for the grievance, the nature of the grievance and the relief requested.
- (2) This grievance should be presented to the employee's immediate supervisor, within sixty (60) days of the occurrence, and no later than ten (10) days after the informal grievance procedure has been fully exhausted. The supervisor will render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance.
- (3) If the employee does not agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) calendar days, and the employee wishes to continue in the process, the employee may present the grievance in writing to his/her supervisor's immediate department director.
- (4) Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a withdrawal of the grievance.

### **b. Further Level(s) of Review as Appropriate**

- (1) The second level supervisor receiving the grievance will review it, render his/her decision, and comments in writing, and return them to the employee within fifteen (15) calendar days after receiving the grievance.
- (2) If the employee does not agree with the decision, or if no answer has been received within fifteen (15) calendar days, and the employee wishes to continue



in the process, he/she may present the grievance in writing to the City Manager – through the Human Resources Director.

- (3) Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days of referral to his/her second level supervisor if no decision is rendered, will constitute a withdrawal of the grievance.

c. City Manager

- (1) Upon receiving the grievance, the City Manager or his/her designated representative should discuss the grievance with the employee and with other appropriate persons.
- (2) The City Manager or designee may designate a fact-finding committee or supervisor to advise him/her concerning the grievance.
- (3) He/she will render a final decision. Grievances may not be appealed to the Personnel Board.

**3. Appeal to the Personnel Board**

a. Right to Appeal

Any regular employee in the classified service will have the right to appeal to the Personnel Board (the “Board”) any disciplinary action by the City which involves termination, reduction in grade, demotion, suspension without pay, or reduction in pay in lieu of suspension without pay, except in instances where the right of appeal is specifically prohibited by these policies.

b. Methods of Appeal

- (1) Appeals will be in writing, signed by the appellant, and delivered in person, email or by first-class mail to the Human Resources Director. Appeals must be delivered to the Human Resources Director within ten (10) working days of the date of the disciplinary action to be appealed. The formality of a legal pleading is not required. However, failure to file the appeal on time will constitute a waiver, and the decision will become final.
- (2) Within ten (10) days after receipt of the appeal, the Human Resources Director will notify the Assistant City Manager, the Personnel Board Counsel (if any), each member of the Personnel Board and such other persons named or affected by the appeal.



Upon filing of an appeal, the Human Resources Director will set a date for a hearing on the appeal not less than ten (10) calendar days or no more than thirty (30) calendar days from the date of filing.

The Human Resources Director will notify all interested parties of the date, time and place of the hearing. The Human Resources Department will provide administrative assistance to the Personnel Board.

- (3) The appeal will be a written statement, addressed to the Personnel Board, explaining the matter appealed the specific grounds for the appeal (explaining why he/she believes the decision appealed is incorrect) and setting forth therein a statement of the action desired by the appellant. The written appeal will constitute the entire matter before the Personnel Board. The appellant may not add new matters, grounds, facts, or theories to those already stated in the original appeal. The Personnel Board will not have jurisdiction to consider any such additional matters, grounds, facts, or theories outside of the written appeal.

c. Personnel Board Counsel (“Board Counsel”)

- (1) The City may retain an attorney, who is licensed and in good standing with the State Bar of Arizona and who has at least five years of experience and knowledge of municipal law and/or employment law, to serve as Board Counsel.
- (2) The City shall pay the reasonable fees and costs of the Board Counsel; however, the Board Counsel will not represent either the City or the appellant. The duties of the Board Counsel are to provide the Board with independent legal advice and to make rulings and determinations pursuant to these rules.
- (3) The Board Counsel is not a member of the Board and does not have a vote in any matter.
- (4) Authority of the Board Counsel.

The Board Counsel shall have the following duties and authority.

(a) Pre-Hearing:

- i. Consider and rule on any pre-hearing motions, including those that could result in the dismissal of the appeal for failure to follow these rules. The Board Counsel does not have the authority to summarily grant the appellant relief on the merits, as that is left to the Personnel Board;
- ii. Set reasonable restrictions and deadlines for the timing and conduct of the hearing;



- iii. Prepare the hearing notice and agenda.
- (b) Presiding over the Hearing
- i. Rule on objections and motions by a party, unless they are dispositive of the appeal. At the hearing, the Board shall make the final decision on the merits of the appeal;
  - ii. Entertain and call a vote on any motion by a member of the Personnel Board, such as a motion to adjourn into executive session or a call for a vote on the matter;
  - iii. Record the recommendation of the Board and prepare a written report for the City Manager.
- d. Pre-hearing Procedures.

As outlined above, the Board Counsel shall set the time and place for the hearing. Prior to the hearing, the Board Counsel shall do the following:

- (1) Within five (5) days of filing the Notice of Appeal, the appellant may request his/her personnel record from the City. Neither party shall be entitled to any additional discovery in this process, except as outlined below.
- (2) At least one (1) week prior to the hearing, the City and the appellant shall disclose to one another the witnesses that each anticipates calling, a synopsis of their testimony, and any documents each anticipates presenting to the Board. The proposed testimony and exhibits must relate to the written appeal filed by the appellant. Any proposed testimony or exhibits that do not relate shall not be considered or presented to the Board. Board Counsel will make this determination, as necessary.
- (3) Not less than three (3) days after the exchange, the parties shall work together to determine if either side objects to any exhibits, and work through those objections. If after consulting with one another, there is still a disagreement, the parties shall file a brief letter (no more than one page) outlining the disputed items. The letter must be filed at least two (2) days prior to the hearing. If there is no dispute, no letter need be filed. All exchanged exhibits will be deemed admissible and presented to the Board. Board Counsel shall rule on any disagreement prior to the hearing.

e. Hearings

- (1) The appellant shall appear personally and testify before the Board at the time and place of the hearing.



- (2) The proposed testimony and exhibits used by the appellant shall only be those permitted pursuant to subsection (d) above. Unless the Board Counsel rules otherwise for good cause shown, no other witnesses or documents will be considered by the Board unless the party can show that it was newly discovered, there was prompt disclosure, and the evidence is crucial. In addition, the Board or Board Counsel may, at its discretion, exclude certain witnesses or documents even if timely disclosed if such evidence would be irrelevant, cumulative, redundant, or overly prejudicial.
- (3) The appellant may be represented by any person (other than a board member) or attorney as he/she may select, and may at the hearing produce on his/her behalf relevant oral or documentary evidence.
- (4) The City will present its case first, establishing the reasons for the employment action. At the conclusion of the City's case, the appellant will then state his/her case in opposition. Each side may call disclosed witnesses that it believes are relevant. However, each party is responsible for securing the attendance of their own witnesses. The City will, however, make City employees available for the hearing, if timely disclosed.
- (5) Cross-examination of witnesses will be permitted.
- (6) The conduct and decorum of the hearing will be under the control of the Board Counsel, or in the absence of Board Counsel, by the Board Chairperson, with due regard to the rights and privileges of the parties appearing before the Board.
- (7) Hearings need not be conducted according to technical rules relating to evidence and witnesses.
- (8) Hearings will be closed and held in executive session unless the appellant, in writing, requests an open, public hearing.

f. Findings and Recommendations

- (1) The Personnel Board will, within fifteen (15) calendar days after the conclusion of the hearing, certify its findings and recommendations that will be advisory to the City Manager. The Board may recommend that the City Manager affirm, revoke, or modify the employment action taken.
- (2) The City Manager or designee will review the findings and recommendations of the Board. He/she may then affirm, revoke, or modify the action taken as in his/her judgment seems warranted.
- (3) The City Manager or designee will inform the appellant within twenty (20) days of his/her decision. The action of the City Manager or designee will be final.



- (4) Any member of the Board may submit a minority or supplemental finding and recommendation.

g. Composition of the Board.

- (1) The Board will be made up of five Avondale citizens not employed by the City.
- (2) The selection will be made by the Mayor and members of the City Council. Board members will serve four-year staggered terms.

**4. Conduct of Appeal Procedure**

The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

**ORDINANCE NO. 1460-611**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS THE "JUNE 6, 2011 AMENDMENTS TO THE CITY OF AVONDALE PERSONNEL POLICIES AND PROCEDURES MANUAL;" AMENDING THE CITY OF AVONDALE PERSONNEL POLICIES AND PROCEDURES MANUAL, CHAPTERS 3, 4, 5, 6, 8, 18 AND 19; AND DECLARING AN EMERGENCY.

**BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That certain document known as the "June 6, 2011 Amendments to the City of Avondale Personnel Policies and Procedures Manual," three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2980-611 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. The City of Avondale Personnel Policies and Procedures Manual (the "Personnel Manual"), Chapters 3, 4, 5, 6, 8, 18 and 19, are hereby deleted in their entirety and replaced by the June 6, 2011 Amendments to the City of Avondale Personnel Policies and Procedures Manual, which shall be inserted into the Personnel Manual as new Chapters 3, 4, 5, 6, 8, 18 and 19.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the June 6, 2011 Amendments to the City of Avondale Personnel Policies and Procedures Manual adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The immediate operation of the provisions hereof is necessary for the preservation of the public peace, health and safety and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage by the City Council and it is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 6, 2011.

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Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney