CITY COUNCIL AGENDA

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

WORK SESSION
September 6, 2011
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 YOUTH SERVICES UPDATE

City Council will receive an update regarding youth programs and services developed by the Neighborhood and Family Services Department, Youth Services Division. Staff and members of the Avondale Youth Advisory Commission will also provide an update on the teen center visioning project. For information and discussion only.

3 ADJOURNMENT

Respectfully submitted,

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:
Youth Services Update

MEETING DATE:
September 6, 2011

TO: Mayor and Council

FROM: Gina Montes, Neighborhood & Family Services Director (623) 333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this item is to provide an update on youth development programs and visioning for a future teen center.

BACKGROUND:

One of the goals of the Neighborhood and Family Services Department is to develop programs for young people in Avondale. The Youth Services Division provides positive development opportunities to youth ages 14 to 21. Numerous programs, events and partnerships have been implemented to provide youth with opportunities to develop critical life skills. All programs are developed within a research-based framework that supports successful youth development.

DISCUSSION:

Programs and events offered by the Youth Services Division address each of Arizona's Five Keys for Youth Success: 1) Caring Adults; 2) Youth Engagement; 3) Activities Outside of School; 4) High School Completion; and 5) Work Readiness Skills. Each program offered by the Youth Services Division is based on this comprehensive youth development strategy. The strategy builds on the strengths of youth to help them develop into successful and productive citizens. The Youth Advisory Commission assists with the development of youth programming and outreach, in addition to providing a leadership and development program for participants. The Commission has been instrumental in visioning for a future teen center and advising the department on programs for youth. The Commission was recently accepted as an Official Certifying Organization for the President's Volunteer Service Awards program. In this role, the Commission will raise awareness about the award, verify qualifying volunteer hours, nominate awardees and distribute the awards. During fiscal year 2010-11, the Youth Services Division served 1,730 youth through the following programs and events:

- **Next STEP** (Summer Teen Employment Program) is a work readiness program for youth ages 16 - 21.
- **Project REAL** (Recreation, Education, Art and Leadership) is an after school youth development program offered at La Joya Community High School.
- **Voice of Youth Teen Summit** is a one-day event that provides teens with life-skills workshops to promote success in school, post-secondary education and financial literacy.
- **Global Youth Service Day** is an annual service learning project sponsored by the Youth Advisory Commission that engages an average of 70 youth from local high schools and youth serving organizations.
- **iSYNC Early Release Wednesday Program** provides programming to youth in the Old Town Avondale area on Wednesday afternoons through a partnership with Neighborhood & Family Services; Parks, Recreation and Libraries; the Police Department; and the Tri City West Boys & Girls Club.

In addition to specific programming, the Neighborhood & Family Services Department sought to impact youth throughout the community and found a way for the City of Avondale to be a leader in creating positive outcomes for young people.

Kids at Hope
Kids at Hope is a cultural framework and holistic youth development strategy designed to create an environment where all children experience success. In 2008, the Youth Services Division began promoting Kids at Hope as a foundation for serving children in Avondale by providing training to school districts, City staff and other community members. In 2009, the City Council approved a resolution declaring Avondale a Kids at Hope city and committed to making the strategy a cornerstone of the community. Annually, Youth Services staff have coordinated both an introductory class and a two day "train the trainer" course. To date more than 250 community members have been trained in Kids at Hope. This technical support and training inspired Avondale Elementary and Littleton Elementary school districts to adopt Kids at Hope, joining Pendergast Elementary School District which is also a Kids at Hope district. Recently, City department heads were also trained in the framework. Youth Services organized a stakeholders group comprised of parents, school staff, businesses, faith-based representatives, non-profits and youth to support the community-wide initiative.

Teen Center Visioning
The Youth Services Division is working with the Youth Advisory Commission, community members and staff to plan for a future teen center. A needs assessment was completed which included a youth survey and demographic analysis. In addition, the Youth Commission hosted a teen charrette to gain additional feedback. With assistance from Arizona State University, Stardust Center and School of Architecture, participants used three-dimensional models to create a vision for their ideal teen center and desired programming. More than 40 youth ages 13 to 18 participated. Participants came from all three Avondale high schools and a variety of elementary schools. The information will be used to develop a proposal that will be the basis for construction funding requests.

BUDGETARY IMPACT:

One staff person is supported through the General Fund. Other program costs are covered through grants and program sponsorships. During the fiscal year 2010-11, the Youth Service Division generated a total of $239,766 in grants, sponsorships, donations and scholarships.

The cost of adopting Kids at Hope is approximately $4,500 per year which has been absorbed by the Neighborhood & Family Services Department's existing training and Youth Services budgets.

RECOMMENDATION:

This report is for information and discussion only.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL AGENDA

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

REGULAR MEETING
September 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 UNSCHEDULED PUBLIC APPEARANCES

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

3 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 August 1, 2011
2. Regular Meeting of August 1, 2011
3. Regular Meeting of August 8, 2011

b. LIQUOR LICENSE SERIES 12 (RESTAURANT) - LA BONA PASTA
City Council will consider a request from Ms Maria Iribe De Rivera for a Series 12 Restaurant License to sell all spirituous liquors at La Bona Pasta located at 13321 W Indian School Road in Avondale. The Council will take appropriate action.

c. LIQUOR LICENSE SERIES 12 (RESTAURANT) - RAUL'S ORIGINAL MEXICAN AND AMERICAN FOOD
City Council will consider a request from Ms. Haydee Amada Sainz for a Series 12 Restaurant License to sell all spirituous liquors at Raul's Original Mexican and American Food located at 1109 N Dysart Road in Avondale. The Council will take appropriate action.

d. SPECIAL EVENT LIQUOR LICENSE – RACEWAY ELKS - OCTOBERFEST CHARITABLE FUNDRAISER
City Council will consider a request from Mr. Gary Bruce on behalf of Raceway Elks #2852 for a special event liquor license for an Octoberfest Charitable Fundraiser event to be held on October 1, 2011 from 5:00 to 11:00 p.m. at the Masonic Temple located at 1015 N 8th Street in Avondale. The Council will take appropriate action.

e. SPECIAL EVENT LIQUOR LICENSE - SOUTHWEST COMMUNITY NETWORK
City Council will consider a request from Mr. Michael Harrell on behalf of Southwest Community Network for a special event liquor license to be used in conjunction with a family gathering and fundraiser to be held on Saturday, October 1, 2011 from 11:00 am to 4:00 pm at Festival Fields. The Council will take appropriate action.

f. LIQUOR LICENSE PERMANENT EXTENSION OF PREMISES - SCREWBALLS WINGS-PIZZA-N-THINGS

City Council will consider a request from Mr. Tracy Custar for a permanent extension of premises for his Series 12 restaurant license to sell all spirituous liquors at Screwballs Wings-Pizza-N-Things located at 965 East Van Buren Street, Suites 124 and 125 in Avondale. The Council will take appropriate action.

g. COOPERATIVE PURCHASING AGREEMENT - GOODYEAR TIRE & RUBBER CO.

City Council will consider a request to approve a Cooperative Purchasing Agreement with the Goodyear Tire & Rubber Company to purchase tires, tubes and related materials for a total amount not to exceed $190,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. PROFESSIONAL SERVICES AGREEMENT - KRML-KRN 2 "DI" 4, L.L.C.

City Council will consider a request to approve a Professional Services Agreement between the City of Avondale and KRML-KRN 2 "DI" 4, L.L.C. for the operation of the food concession at the Civic Center Library and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

i. AMENDMENT NO. ONE TO THE INDEPENDENT CONTRACTOR AGREEMENT - ARIZONA COMMUNITY ACTION ASSOCIATION

City Council will consider a request to approve the First Amendment to the Independent Contractor Agreement with the Arizona Community Action Association (ACAA) to receive up to $106,000 in direct utility assistance for eligible residents who need assistance with their APS or SRP bills or from the Home Energy Assistance Fund and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. COOPERATIVE PURCHASING AGREEMENT - FELIX CONSTRUCTION COMPANY

City Council will consider a request to approve a Cooperative Purchasing Agreement with Felix Construction Company for testing the pipes on the Avondale Blvd. Bridge in the amount of $53,906.58 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. THIRD AMENDMENT TO SOFTWARE SUPPORT AGREEMENT - INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.

City Council will consider a request to approve the third amendment to the software support agreement with Infor Global Solutions (Michigan), Inc., to perform an Enterprise Asset Management software upgrade, testing, and issue resolution and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. MATERIALS PURCHASE AGREEMENT - WESCO DISTRIBUTION, INC. DBA BROWN WHOLESALE ELECTRIC

City Council will consider a request to approve a Materials Purchase Agreement with Wesco Distribution, Inc. dba Brown Wholesale Electric to purchase streetlight supplies and equipment, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. PROFESSIONAL SERVICES AGREEMENT - PRECISE SIGN, INC.- CITY CENTER MULTI-TENANT SIGN AND MARQUEE

City Council will consider a request to approve a Professional Services Agreement with Precise Sign, Inc. for the design and construction of the City Center Multi-Tenant Sign and Marquee in the amount of $84,134.32 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. **REPLAT – WEST VALLEY CHARTER SCHOOL (PL-11-0100)**
City Council will consider a request for approval of a Replat of Lot 4 of Avondale Commerce Center for West Valley Charter School. The replat subdivides Lot 4 into two lots, re-numbers Lot 4 to Lot 3A and Lot 3B, and dedicates sidewalk easements to the public. The Council will take appropriate action.

o. **FINAL PLAT FOR AVONDALE CITY CENTER PHASE 2**
City Council will consider Staff's request for approval of the final plat for Avondale City Center Phase 2. The Council will take appropriate action.

p. **RESOLUTION 3001-911 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON FOR TRANSIT SERVICES**
City Council will consider a resolution approving an Intergovernmental Agreement with the City of Tolleson for FY11/12 Transit Services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

q. **RESOLUTION 3002-911 - SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH BUCKEYE, GOODYEAR AND THE STATE OF ARIZONA**
City Council will consider a resolution approving the Second Amendment to the Intergovernmental Agreement between the City of Avondale, City of Goodyear, the Town of Buckeye and the State of Arizona acting by and through the Department of Economic Security to provide integrated services to children and families at the Southwest Family Advocacy Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

r. **RESOLUTION 2999-911 - MEMORANDUM OF UNDERSTANDING WITH ARIZONA PUBLIC SAFETY PROCUREMENT PROGRAM**
City Council will consider a resolution authorizing a memorandum of understanding between the Arizona Public Safety Procurement program and the City of Avondale which authorizes the Avondale Police Department to participate in the Department of Defense 1033 program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

s. **RESOLUTION 3000-911 – FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA AND MARICOPA COUNTY**
City Council will consider a resolution authorizing the First Amendment to the Intergovernmental Agreement with Arizona Department of Transportation and Maricopa County for the 115th Avenue Bridge over the Gila River at Phoenix International Raceway and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

t. **ORDINANCE 1467-911 - ANNEXATION OF REMNANT PORTIONS OF PARCELS IN SOUTH AVONDALE**
City Council will consider an ordinance authorizing the annexation of various remnant portions of parcels in South Avondale in order to close the gaps and facilitate future development of the area. The Council will take appropriate action.

4 **PROPOSED AMENDMENT TO THE BYLAWS AND RENAMING OF THE ENVIRONMENTAL AFFAIRS COMMISSION**

City Council will consider and provide feedback to staff on the proposed revisions to the bylaws and renaming of the Environmental Affairs Commission. For information, discussion and direction only.

5 **US GOVERNMENT SECURITIES INVESTMENT UPDATE**

City Council will receive an update regarding the City's investment program for Fiscal Year 2010-2011. For information and discussion only.

6 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 (i) the SLT Expressway litigation, (ii) threatened litigation from DH Ventures and (iii) threatened litigation related to a personnel matter.

7 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
September 6, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Work Session of August 1, 2011
2. Regular Meeting of August 1, 2011
3. Regular Meeting of August 8, 2011

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License Series 12 (Restaurant) - La Bona Pasta

MEETING DATE:
September 6, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request from Ms Maria Iribe De Rivera for a Series 12 Restaurant License to sell all spirituous liquors at La Bona Pasta located at 13321 W Indian School Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for a Series 12 Restaurant license to sell all spirituous liquors from Ms Maria Iribe De Rivera for a Series 12 Restaurant License to sell all spirituous liquors at La Bona Pasta located at 13321 W Indian School Road in Avondale, Arizona. This is a new license.

As required by state law and city ordinance, the application was posted for the required period of time starting August 10, 2011 and a notice was published in the West Valley View on August 26 and August 30,2011. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

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 Ms Maria Iribe De Rivera for a Series 12 Restaurant License to sell all spirituous liquors at La Bona Pasta located at 13321 W Indian School Road in Avondale.

ATTACHMENTS:

Click to download

- Application
- Review by Departments
- 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

'11 JUN 27 Liq. Lic. PM12:01

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): 12078787

1. Type of License(s): 12

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: Ms. De Rivera (Last) Maria (First) ~~Tribe~~ Tribe (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: LA Bona Pasta LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: LA Bona Pasta
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 13321 W. Indian School Rd Litchfield Park (Maricopa) 85340
(Do not use PO Box Number) City County Zip
5. Business Phone: 623-935-2233 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
8. Price paid for license only bar, beer and wine, or liquor store: Type 12 $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application | _____ Interim Permit | _____ Agent Change | _____ Club | 48.00 Finger Prints | $ 148.00 TOTAL OF ALL FEES

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

Accepted by: AM Date: 6/27/11 Lic. # 12078787

July 2010 *Disabled individuals requiring special accommodation, please call (602) 542-9027.

SEE AMENDMENT

'11 JUN 27 Liq. Lic. PM12:31

'11 AUG 10 Liq. Lic. AM 8:48

'11 AUG 2 Liq. Lic. PM 4:07

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for:

- ☐ 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, 13, 14, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 13, 14, 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, 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): 12078787

1. Type of License(s): 12

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: Ms. ~~Tribe~~ De Rivera (Last) Maria (First) ~~Tribe~~ (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: LA Bona Pasta LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: LA Bona Pasta
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 13321 W. Indian School Rd Litchfield Park (Maricopa) 85340
(Do not use PO Box Number) City County Zip

5. Business Phone: 623-935-2233 Daytime Contact: _____

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

7. Mailing Address: _____ City State Zip Avondale Limits

8. Price paid for license only bar, beer and wine, or liquor store: Type 12 $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application | ____ Interim Permit | ____ Agent Change | ____ Club | 48.00 Finger Prints $ | 148.00 TOTAL OF ALL FEES

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

Accepted by: Am Date: 6/27/11 Lic. # 12078787

July 2010 *Disabled individuals requiring special accommodation, please call (602) 542-9027.

AMENDMENT

08/10/2011 09:15 6025425707 PAGE 02/03

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_____
(Signature)

My commission expires on: _____

State of _____ County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

(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.: LA Bona Pasta LLC JUN 27 Liqr. Lic. PM1231
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 3/28/11 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: NA Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L16699467 Date authorized to do business in AZ: 5-19-2011
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
Tribe DeRivera	Maria	Tribe	member/		
Humberto,	Jose	Rivera	member/		

(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
Tribe DeRivera	Maria		50		
Rivera	Jose	Humberto	50		

(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
NA					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

NA

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:**

NA

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

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

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

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

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

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

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

_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

NA

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: (Exactly as it appears on license) Name _____
   Address _____ '11 JUN 27 Liq. Lic. PM1231

2. New Business: (Physical Street Location) Name _____
   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) horizonal 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: half mile ft. Name of school Litchfield Elementary
   Address 13825 Wigwam BLVD Litchfield Park 85340
   City, State, Zip

2. Distance to nearest church: 2 Blocks ft. Name of church Trinity Lutheran Church
   Address 830 E. Plaza Circle Litchfield Park, AZ 85340
   City, State, Zip

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

4. If the premises is leased give lessors: Name Meesce + Associates
   Address 10320 W. Indian School Rd Litchfield Park, AZ 85340
   City, State, Zip

4a. Monthly rental/lease rate $ 3,500 A month What is the remaining length of the lease 2 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? $ remainder of lease amount $84,000 or other _____ (give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0
   Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

   X Maria Isabel De Rivera
   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 and click on the "Information" tab.

X MIR
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 WKC
   If yes, what is your estimated opening date? _____
   month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

SEE AMENDMENT

X MIR
applicants initials

SECTION 13 - continued

'11 AUG 10 Liqr. Lic. AM 8:48

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 whileyour 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.

Maria Inés de Rivas
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 and click on the "Information" tab.

MIR
applicants initials

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

1. Check ALL boxes that apply to your business:

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

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

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

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

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

As stated in A.R.S. § 4-207.01(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.

MIR
applicants initials

AMENDMENT

'11 AUG 9 Liqr. Lic. AM 4:07

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

'11 JUN 27 Liq. Lic. M1281

SECTION 16 Signature Block

I, Maria Tribe De Rivera, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)
application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Maria Tribe De Rivera
(signature of applicant listed in Section 4, Question 1)

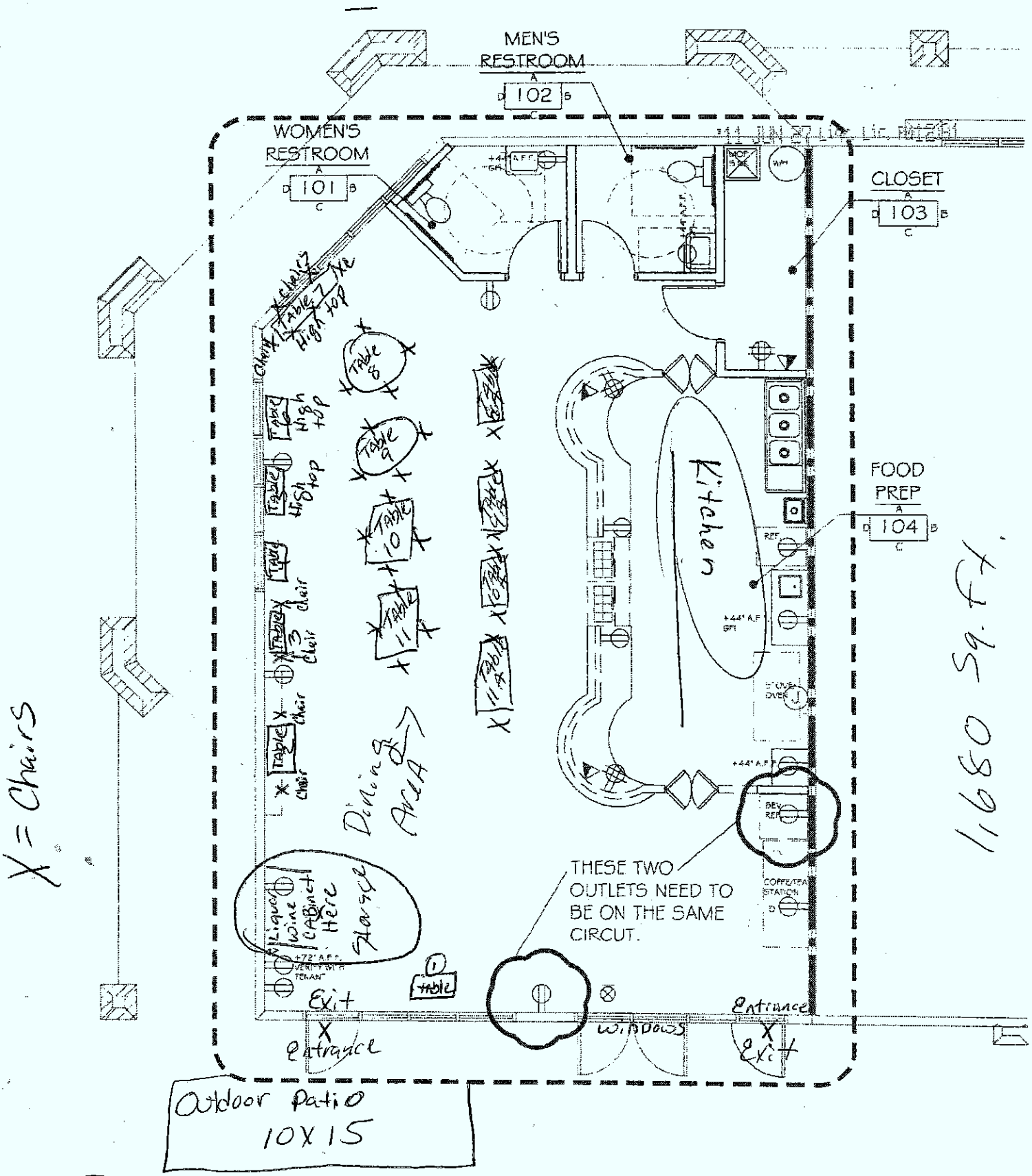
State of Az County of Maricopa

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

OFFICIAL SEAL
MICHELE COLEGROVE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires Feb 12 2012

Michele Colegrove
signature of NOTARY PUBLIC

My commission expires on : _____
Day Month Year



REFLECTED CEILING PLAN

NORTH

SCALE: 1/8" = 1'-0"

Print Form

P1065183

862,682

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141 JUN 27 Liqr. Lic. PM12:32

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 # 12078787
(If the location is currently licensed)

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

2. Name: Rivera (Last) Jose (First) Humberto (Middle) Date of Birth: [redacted] **(NOT a Public Record)**

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

4. Place of Birth: Usulutan / Salvador (City / State) **Country** (not county) Height: 5'6 Weight: 160 Eyes: BRO Hair: BLK

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

6. Name of Current or Most Recent Spouse: De-Rivera (Last) Maria (First) ~~Tribe~~ MAE (Middle) Tribe (Maiden) Date of Birth: [redacted] **(NOT a public record)**
   (List all for last 5 years - Use additional sheet if necessary)

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. [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: La Bona Pasta Premises Phone: 623-935-2233

11. Physical Location of Licensed Premises Address: 13321 W. Indian School Rd. (Street Address) (Do not use PO Box #) Litchfield Park (City) Maricopa (County) 85340 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
10-06	CURRENT	Deli Service	Walmart 1100 N. Estrella Pkl, Goodyear, Az. 85338
10-06	12/09	Chemicals Handler	113 South 47th Ave Phoenix, Az. 85043

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
10/06 present	CURRENT	own	---			
9/05	10/06	own				

 Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

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? 12, 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) MFB ~~☒ YES~~ ☒ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

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

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

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

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

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

If any answe[redacted] "YES" YOU MUS[redacted]
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, [redacted] HUMBERTO Jose Rivera, hereby declare that I am the APPLICANT/REPRESENTATIVE [redacted]
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X Jose Rivera
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 7th day of June, 2011
Month Year

DARLENE M. RINEHART
Notary Public - Arizona
Maricopa County
Expires Oct. 15, 2014

My commission expires on: 10 | 15 | 2014
Day Month Year

Darlene M. Rinehart
(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

Maria Tribe De Rivera
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

'11 JUN 27 Liq. Lic. PM12:31

RESTAURANT OPERATION PLAN

LICENSE # 12078787

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

Grill (1)	Vulcan VG60 - 20,000 BTU/Hr - input 270,000 BTU Hr
Oven	" " " " " " All in one Range/Oven
Freezer	True T-35
Refrigerator 2	(MAXimum Series 894-007 MSR23MR 23 cu ft.) (True Double Door ref. T-23)
Sink model # FC3-818-18RL	3 compartment sink - NSF Advance TABCO - Stainless Steel
Dish Washing Facilities	Auto Chlor Model AS
Food Preparation Counter (Dimensions)	7 by 28 counter prep
Other - Turbo Air Sandwich Unit TST-2850-12	Dishwasher - Auto Chlor Model AS - 115 volts 60 cy 13 Amps

2. Print the name ofyour restaurant: LA Bona Pasta

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]

   b. Bar area of your premises [+ NA]

   c. Total area of your premises [50]

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).
Television - 1 Panasonic 43 Inch

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.
Lissette Candelaria - waitress
Jesus Ariel Iribe - waiter / bus
Mario Rivera - cook

I, Irt. Maria Iribe De Rivera (Print full name) hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

x Maria Iribe De Rivera
(Signature of APPLICANT)

State of Az County of Maricopa
The foregoing instrument was acknowledged before me this 20 (Day of Month) day of June (Month), 2011 (Year)

OFFICIAL SEAL
MICHELE COLEGROVE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires Feb. 12, 2012

My commission expires on:: _____

Michele Colegrove
(Signature of NOTARY PUBLIC)

La Bona Pasta

Ristorante

'11 JUN 2 PM12:31

LUNCH

13321 W. Indian School Rd
Suite A-101
Litchfield Park, Arizona 85340
Tel: (623) 935-2233 • Fax: (623) 935-0306

Pastas

Your Choice of Pasta:

Fettuchini	*Angel Hair*	*Fucili*	*Cheese Ravioli*
Linguini	*Penne*	*Cheese Tortolini*	*Meat Ravioli*
Spagetti	*Rigatoni*	*Meat Tortolini*	

'11 JUN 27 Dir. Lic. PM1281

Sauce a la Bona Pasta **$10.95**
Chicken, broccoli, mushroom, cream, and Marainara sauce.

Pollo Marinato **$11.50**
Cream, prcini, sundried tomato and chicken.

Novelo **$11.95**
Chicken, sautéed with virgin olive oil, garlic basil sundried tomato, mushrooms, capers and Feta cheese.

Milano **$11.95**
Chicken, cream, fresh tomato, capers and Dijon mustard.

Genova **$10.95**
Cream, Pesto sauce, pine nuts & garlic.

Guillardino **$10.95**
Cream, vegetables, garlic and mushroom.

Cecilla **$9.95**
Virgin olive oil, garlic, sundried tomato pine nuts and basil.

Chicken Alfredo **$11.95**
Cream, chicken, broccoli and Parmesan cheese.

Carbonara Sauce **$11.95**
Cream, panchetta, yolk & Parmesan Cheese.

Marinata sauce **$9.95**
Garlic.

Bolognese **$10.25**
Ground meat, Marinara sauce, garlic, meatball.

Romano **$11.95**
Pancetta, cream, peas and mushrooms.

Pomodoro **$10.95**
Virgin olive oil, garlic, basil, fresh tomato and Marinara.

Salciccia **$11.95**
Italian Sausage, fresh tomato, Marinara, garlic and light spice.

Lasagna al Forno **$10.95**
Meat sauce, spinach, Ricotta cheese, Mozzarella cheese and Marinara sauce.

Melenzane Magnifico **$12.95**
Ricotta cheese, Mozzarella cheese and Marinara sauce served with pasta Marinara sauce.

Choice Soup or Salad

Vitello Parmigiana **$13.95**
Brown sauce, Mozarella cheese in light Marinara served with vegetables, bow tie pasta with Marinara sauce.

Vietello Picatta Sauce **$13.95**
Brown sauce, lemon, white wine & capers served with vegetables, bow tie pasta with Marinara sauce.

Vitello Saltimbocca Sauce **$14.25**
Brown sauce, Prosciutto ham & Mozarella cheese, white wine served with vegetables, bow tie pasta with Marinara sauce.

Vitello Feline Sauce **$14.95**
Brown sauce, eggplant, Mozarella cheese, mushrooms, and white wine served with vegetables, bow tie pasta with Marinara sauce.

Vitello a la Bona Pasta Sauce **$14.50**
Red wine, pinenuts, light cream, brown sauce and porcini served with vegetables, bow tie pasta with Marinara sauce.

Pollo Parmigiana **$12.95**
Brown sauce, Mozarella cheese in light Marinara served with vegetables, bow tie pasta with Marinara sauce.

Pollo Marsala Sauce **$12.95**
Brown sauce, Marasala wine, Italian procine and mushrooms served with vegetables, bow tie pasta with Marinara sauce.

Pollo Picatta Sauce **$12.75**
Brown sauce, lemon, white wine & capers served with vegetables, bow tie pasta with Marinara sauce.

Pollo ala Bona Pasta Sauce **$12.95**
Red wine, pinenuts, light cream, brown sauce and porcini. served with vegetables, bow tie pasta with Marinara sauce.

Pollo Calabareci Sauce **$11.95**
Fresh tomato, lemon, white wine and white egg served with vegetables, bow tie pasta with Marinara sauce.

Pollo Gorgonzola Sauce **$12.95**
White wine, cream, porcini and Gorgonzola cheese served with vegetables, bow tie pasta with Marinara sauce.

Kid's Menu *(Includes soft drink)*

Soup del Yorno **$3.25**

Sauce a la Bona Pasta **$5.95**
Chicken, broccoli, mushroom, cream, and Marainara sauce.

Marinara Sauce **$4.25**

Meat Sauce with Meatball **$4.95**

Chicken Alfredo **$5.95**
Cream, chicken, broccoli and Parmesan cheese.

La Bona Pasta Ristorante

13321 W. Indian School RD
Litchfield Park, AZ 85340
623-935-2233

'11 JUN 27 Liq. Lic. M12002

(Choice of soup or salad Each dish)

Appetizers

Brochetta..... 6.95$

Asted bread, calabaresi sauce challops, fresh tomatos capers, white egg, lemon, white wine, virgin oil and cilantro

Baked bri..... 5.95$

Toasted bread, bri cheese ontop, head of garlic and red grapes.

Mozzarella marinata sauce..... 4.95$

Garlic bread..... 4.95$

Envoltini..... 6.95$

Eggplant, proscitto ham and goat cheese

Grilled Italian sausage..... 7.95$

Spicy marinata sauce, garlic and basil

Special Salads

(Not included w/ dishes)

Chicken Ceaser..... 8.95$

Romaine, croutons, chicken grilled and ceaser dressing

Green salad..... 8.95$
Celery, carrots, fresh tomato

Capresi Salads..... 7.95$
Bufalo mozzarella, slice tomato, basil and roasted bell pepper and proscivtto ham with Italian dressing

Antipasti dela casa..... 9.95$
Prosciutto ham, mozzarella cheese, red bell pepper, eggplant, zucchini, tomato Italian dressing

Molinzana Salad..... 7.95$
Eggplant, zucinni, basil, red bell pepper,slice tomato, Dillon mustard dressing

Arizona Salad..... 10.95$
Green lettuce, red bell pepper, mozzarella cheese grilled shrimp and avocado with Italian dressing

Spinach salad..... 6.95$

Seafood

Napoléon ..... 12.95$
Calms Juice, Calamare, Shrimp, Marinata

Pescatori..... 14.95$
Calamare, fish, shrimp, baby clams, green mussels, scallops, and Clams Juice, with marinata sauce

Vongole white..... 11.95$
Baby clams, clam juice, anchovies, sautéed with olive oil and garlic

Vongole Red..... 12.95$
Baby clams, clam juice, marinata sauce, and scallops

Salmone..... 13.95$

Tarragon sauce, garlic and butter

Salmon Dill Sauce..... 13.95$

Lemon, white wine, cream, Dillon mustard and dill

Scampi Champagne.....14.95$

Cream, mushrooms, proccene, champagne, served with vegetables pasta with marinata sauce.

Scampi tarragon sauce..... 14.95$

Terragone, lemon, white wine and capers

Scampi Venetta.....13.95$

Coconut, clam juice, marinata sauce, white wine and ginge

Mushrooms, pan eceta, fresh tomato, carrots

Mushroom Salad..................... 8.95$
Mushrooms, celery. slice onions, carrots fresh tomato, black olives and balsami vinegar

Soup el Yorno................. Lg. 4.25$ Sm. 2.25$

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Pastas

Pollo Marinato....................................9.95$
Cream, Prochine, Sundried tomato and chicken

Novelo....................................... 10.95$
Chicken, sautéed with virgin olive oil, Garlic Basil, Sundried tomato, mushrooms, capers and feta cheese

Milano....................................... 9.95$
Chicken, Cream, fresh tomato, capers and Dillon mustard

Genova....................................... 8.95$
Cream, Pesto Sauce

Guillardino... .. 8.95$
Cream Vegetables, Garlic and mushroom

Cecilla... 8.95$
Olive Oil, Garlic, sundried tomato and pienuts

Chicken Alfredo............................. 9.95$
Cream, chicken and parmesan cheese

Marinata sauce............................. 7.95$
Garlic, olive oil

Bolognese....................................... 8.25$
Ground meat, tomato sauce, garlic

Romano Pancetta............................ 9.25$
Cream, peas and mushrooms
Pomdoro....................................... 8.95$
Olive oil, garlic, basil, fresh tomato and marinata

Salchicha.................................... 9.95$
Italian Sausage, fresh tomato, Montana, garlic and spice

Lasagna al forno...................... 9.95$
Meat sauce, spinach, ricotta cheese and mozzarella cheese

Eggplant parmiglana.......................... 11.95$
Ricotta cheese, mozzarella cheese and marinata sauce servced with pasta marinata

Pasta per il macho......................... 8.95$
Gorgonsola cheese, mozzarella cheese, baby Swiss and parmesan cheese

Choice of Pasta:
Fettuchini
Linguini
Spagetti
Angel Hair
Penni
Rigatoni
Fucili
Chis tortolini
Meat Tortolini
Spinach Ravioli
Meat Ravioli

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Main Dishes

Vitello Parmigiana................................ 12.95$

Demen gless, mozzarella cheese in marinata

Vietello Picatta.................................. 12.95$

Demen gless sauce, marsala wine, Italian proine and mushroom

Vitello Saltimbocca................................... 13.25$

Demen gless sauce, sautéed with ham

Vitello Feline................................. 13.50$

Demen gless sauce, eggplant, mozzarella cheese, mushrooms and red wine

Vitello ala Bona pasta...................... 13.95$

Marsala wine, pine nuts, light cream, demen gless, and procine

Pollo Parmigiana................................11.95$

Demen gless, mozzarella in marinata sauce

Pollo marsala.................................... 11.95$

Demen gless, marasala wine, Italian proscine and mushrooms

Pollo picatta...................................... 11.95$

Demen gless sauce, lemon, white wine and capers

Pollo ala Bona Pasta......................... 11.95$

Marsala wine, pine nuts, light cream, demengless and procine

Pollo Calabareci..................................11.95$

Fresh tomato, lemon, white wine and white egg

Pollo Goronsola................................ 11.95$

White wine, cream, prochine and gorgonzola cheese

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

'11 JUN 27 Liq. Lic. PM12:02

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

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.

REVOCATION 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):

Tribe DeRivera Maria Tribe

Last First Middle

have read and fully understand all aspects of this statement.

State of Az County of Maricopa

The foregoing instrument was acknowledged before me this

x Maria Tribe DeRivera 20 day of June, 2011

(Signature of Licensee) Day Month Year

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

Day Month Year

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

AZ Corp. Commission
03380203
'11 JUN 27 Lqr. Lic. PM12:32

AZ CORPORATION COMMISSION
FILED

APR 0 8 2011

ARTICLES OF AMENDMENT
Pursuant to A.R.S. 29-633 (F)

FILE NO. L 16499467

1. The name of the limited liability company is:

LA BONA PASTA LLC

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

Dated this 3 day of MARCH 2011

Signature: Maria I. De Rivera 4/6/11

Print Name: MARIA IRIBE DE RIVERA

Check One: ☒ Member ☐ Manager

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

'11 JUN 27 Liq. Lic. PM12:32

EXHIBIT A

(Insert the text of the amendment)

THE LLC will NOW HAVE JOSE H RIVERA AS THE ~~Managing~~ MEMBER ADDED. AS OF THE DATE OF THIS FILING.
MARIA IRIBE DE RIVERA will STAY ON AS A MEMBER TO THE LLC.
ADRESS IS

for JOSE H Rivera

AZ CORPORATION COMMISSION
FILED

MAR 28 2011

FILE NO. L16699467

AZ Corp. Commission
03382482

'11 JUN 27 Liq. Lic. PM12:42

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

DO NOT PUBLISH THIS SECTION
NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of professional service. Professional service is defined as a service that may be lawfully rendered *only* by a person licensed in this state to render the service.

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

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

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

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

Select one. This form may be used for:

☒ **ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)**

☐ **ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-841.01)**

1. The name of the organization:

A. _____
LLC Name Reservation File Number (If one has been obtained). If not, leave this line blank

B. La Bona Pasta LLC
Limited Liability Company Name

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

Address 13321 W. Indian School Rd Suite A-101
City Litchfield Park State Az. Zip 85340

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

Name Jose Humberto Rivera
Address _____
City _____ State _____ Zip _____

Acceptance of Appointment by Statutory Agent:
I Jose Humberto Rivera, having been designated to act as
(Print Name of the Statutory Agent)
Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: Jose Humberto Rivera

La Bona Pasta LLC
If signing on behalf of a company, please print the company name here.

DO NOT PUBLISH THIS SECTION

4. Only required for professional limited liability company. The purpose must state the professional service or services that the company is organized to perform. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. The latest date, if any, on which the Company must dissolve. If a dissolution date should include the month, day and year. **Perpetual** *means continuing forever or indefinitely*

6. Check which management structure will be applicable to your company. Provide name, title and address for each person.

6A: If reserved to the member(s), check the member's box and provide the name(s) and address (es) of each member. NOTE: If reserved to the member(s) you cannot list any manager.

6B: If vested in manager(s) check the manager's box and provide the name(s) and address (es) of each manager and each member who owns a twenty (20%) percent or greater interest in the capital or profits of the LLC/PLLC.

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

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

Food - Italian Restaurant

5. Dissolution: The latest date of Dissolution

☐ The latest date to dissolve ___/___/_____ (Please enter month, day and four digit year)

☒ The Limited Liability Company is Perpetual

6. Management Structure: (Check one box only) A.R.S. §29-632(5)

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

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

Name Maria Tribe De Rivera — Name _____

☒ Member ☐ Manager (only if "B" is selected above) — ☐ Member ☐ Manager (only if "B" is selected above)

Address: _____ — ss: _____

City, _____ State, _____ Zip _____ — City, _____ State, _____ Zip: _____

Name _____ — Name _____

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

Address: _____ — Address: _____

City, _____ State, _____ Zip: _____ — City, _____ State, _____ Zip: _____

IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.

Executed this 28 day of March, 2011

Executed by: X Jose Humberto Rivera — Print Name X Jose Humberto Rivera

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

Phone Number: _____ Fax Number: _____

Operating Agreement

I, JOSE HUMBERTO-RIVERA (member) and Maria Inez De Rivera (member) both hold 50% ownership of La Bona Pasta LLC located at 13321 W. Indian School Rd, Litchfield Park, Az. 85340.

'11 JUN 27 AM LIC. PM 1:02

X JOSE HUMBERTO RIVERA 6/27/11

X maria Inez De Rivera 6/27/11

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141 '11 JUN 27 Liq. Lic. PM12:08

P1065782 Am
802,632

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 # 12078787
(If the location is currently licensed)

1. **Check appropriate box** →

☒ Controlling Person ☒ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: De Rivera, Maria Tabe (Tribe) — Last, First, Middle — Date of Birth: (NOT a public record)
3. Social Security Number: (NOT a public record) Drivers License #: (NOT a public record) State:
4. Place of Birth: El Huejote, Sin Mexico — City, State, Country (not county) Height: 5 2 Weight: 120 Eyes: Brown Hair: Brown
5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone:
6. Name of Current or Most Recent Spouse: Rivera, Jose Humberto — Last, First, Middle, Maiden — Date of Birth: (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)
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: LA Bona Pasta Premises Phone: 623-935-2233
11. Physical Location of Licensed Premises Address: 13321 W. Indian School Rd Litchfield Pk, Maricopa 85338
Street Address (Do not use PO Box #), City, County, Zip
12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1-06	CURRENT	Walmart / Stocker for Distribution	1700 Estrella Parkway Goodyear, Az. 85338 (Walmart

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
10/06	CURRENT	own				
9/05	10/06	own				

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

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? 0, 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, [redacted] other liquor license in this or any other state? ☐ YES ☒ NO

If any answer to [redacted] "YES" YOU MU[redacted]
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Maria Iribe De Rivera hereby declare that I am the APPLICANT/REPRESENTATIVE [redacted] (Print full name of Applicant) filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X Maria Iribe De Rivera
(Signature of Applicant)

State of Az County of Maricopa
The foregoing instrument was acknowledged before me this 30 day of June, 2011
Month Year

My commission expires on: _____
Day Month Year

OFFICIAL SEAL MICHELE COLEGROVE NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Commission Expires Feb. 12, 2012

(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)

Maria Iribe De Rivera
Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

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

'11 JUN 27 Liq. Lic. PM12:32

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.

Maria I DeRivera
Full Name (please print)

Signature

06/16/2011 17:03 CST
Training Completion Date

06/16/2014 17:03 CST
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

[X] Yes	[ ] No	BASIC	[X] Yes	[ ] No	ON SALE
[ ] Yes	[ ] No	MANAGEMENT	[ ] Yes	[ ] No	OFF SALE
[ ] Yes	[ ] No	BOTH	[ ] Yes	[ ] No	OTHER

If Trainee Is Employed By A Licensee

Maria I DeRivera	La Bona Pasta	12078787
Name of Licensee	Business Name	Liquor License #

Alcohol Training Program Provider Information

360training.com, Inc.
Company or Individual Name (please print)

13801 N. Mopac, Suite 100
Address

Austin	TX	78727	(888) 360 TRNG (8764)
City	State	Zip	Daytime Contact Phone #

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

April Thomas
Name of Trainer (please print)

April Thomas
Trainer Signature

06/16/2011 17:03 CST
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 forthe BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

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

70003

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

'11 JUN 27 Liq. Lic. PM12:32

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.

Maria Iribe De Rivera
Full Name (please print)

Maria Iribe De Rivera
Signature

6-25-11
Training Completion Date

6-25-14
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

☒ Yes	☒ No	BASIC	☒ Yes	☐ No	ON SALE
☒ Yes	☐ No	MANAGEMENT	☐ Yes	☐ No	OFF SALE
☐ Yes	☐ No	BOTH	☐ Yes	☐ No	OTHER

If Trainee Is Employed By A Licensee

Name of Licensee	Business Name	Liquor License #
	La Bona Pasta	12078787

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION
Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102
Address

City	State	Zip	Daytime Contact Phone #
Phoenix	AZ	85012	(602) 285-1396

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

JORGE L. QUEZADA
Name of Trainer (please print)

Trainer Signature

6-25-11
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.

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

Avondale
City Clerk's Department

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: MARIA IRIBE DE RIVERA

BUSINESS NAME: LA BONA PASTA

ADDRESS: 13321 W. INDIAN SCHOOL ROAD
CITY: LITCHFIELD PARK STATE: AZ ZIP CODE: 85340

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

TITLE

7/28/11
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 2, 2011

Avondale
City Clerk's Department

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: MARIA IRIBE DE RIVERA

BUSINESS NAME: LA BONA PASTA

ADDRESS: 13321 W. INDIAN SCHOOL ROAD
CITY: LITCHFIELD PARK **STATE:** AZ **ZIP CODE:** 85340

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jose G. Torres
SIGNATURE

7/27/11
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 2, 2011

Avondale AZ
City Clerk's Department

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: MARIA IRIBE DE RIVERA

BUSINESS NAME: LA BONA PASTA

ADDRESS: 13321 W. INDIAN SCHOOL ROAD
CITY: LITCHFIELD PARK **STATE:** AZ **ZIP CODE:** 85340

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

Zoning Specialist
TITLE

7/27/11
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 2, 2011

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: July 27, 2011

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist 623-333-4022

SUBJECT: Series 12 Liquor License for La Bona Pasta Restaurant
13321 W Indian School Road, Suite A101

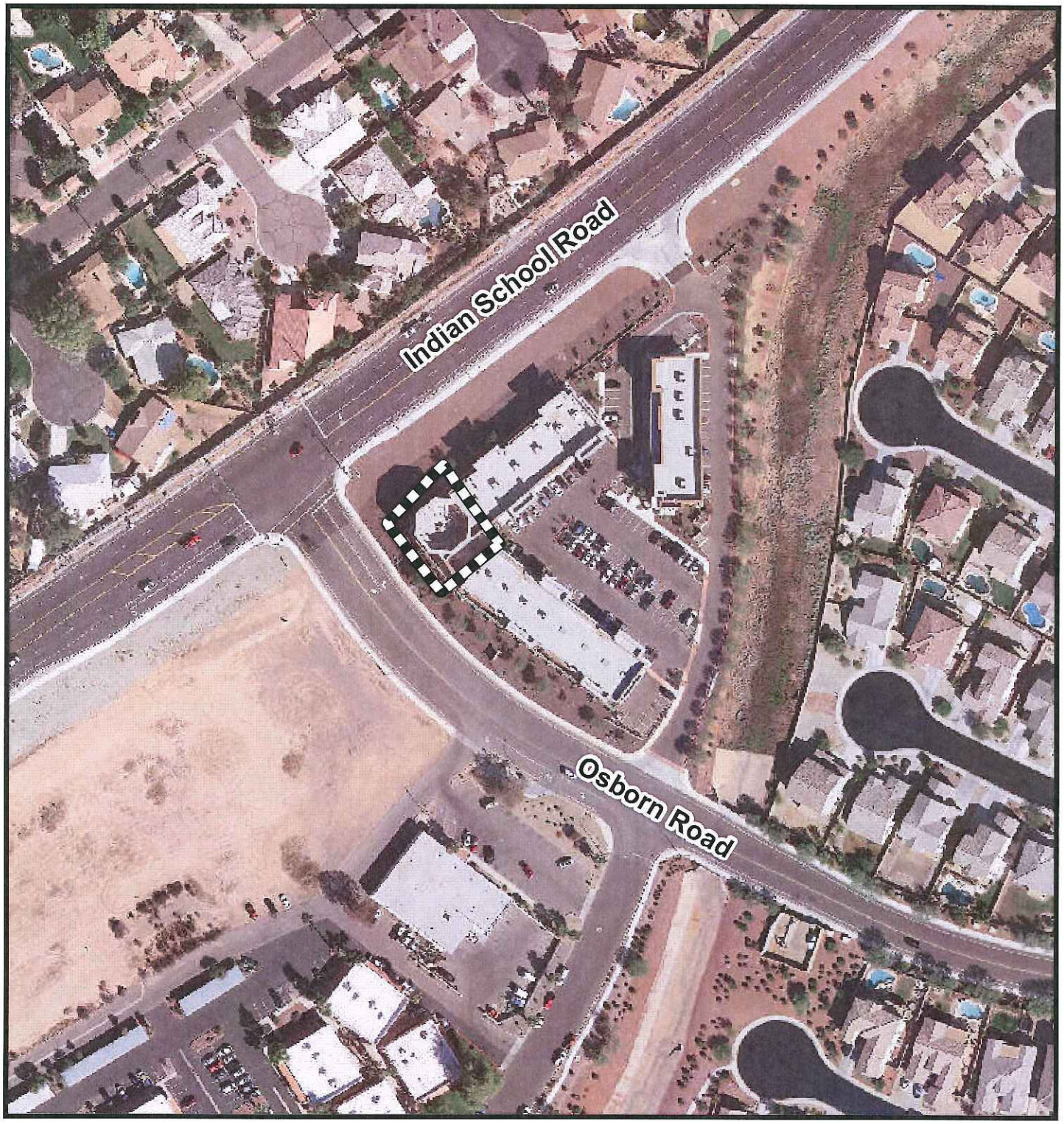
The site is located at 13321 W Indian School Road, Suite A101, which is located in the Coldwater Station Shopping Center on the southeast corner of Osborn Road and Indian School Road. The building is existing.

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 Planned Area Development (PAD). A restaurant is a permitted use within the approved development plan.

Staff recommends approval of this request.

Attachment: 2010 Aerial Photography
Zoning Vicinity Map

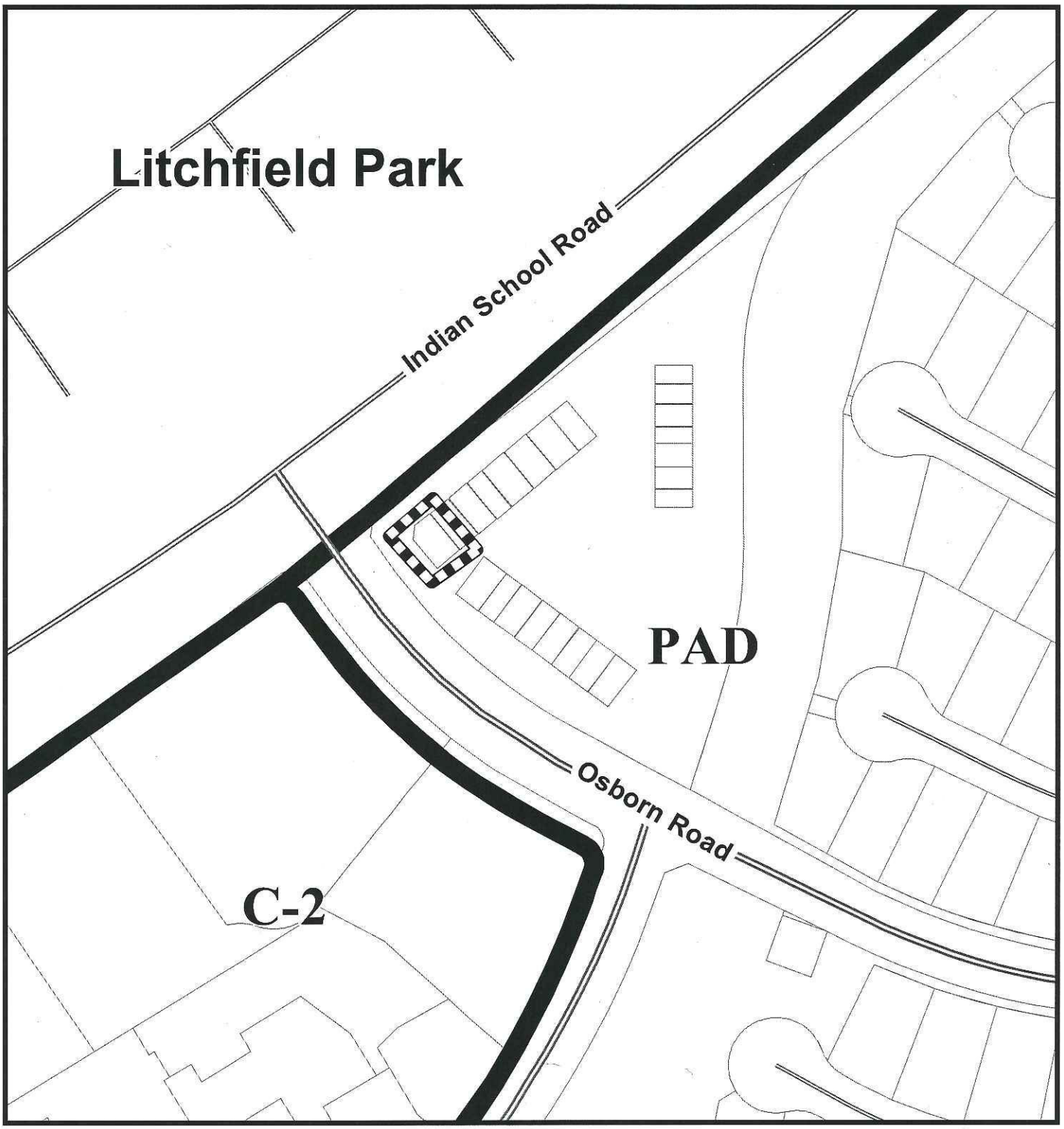


2010 AERIAL MAP

Avondale

Subject Property

N



Zoning Vicinity Map

Avondale

Subject Property

Avondale, AZ
City Clerk's Department

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: MARIA IRIBE DE RIVERA

BUSINESS NAME: LA BONA PASTA

ADDRESS: 13321 W. INDIAN SCHOOL ROAD
CITY: LITCHFIELD PARK **STATE:** AZ **ZIP CODE:** 85340

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Teresa [illegible] — SIGNATURE

Privilege Tax Auditor — TITLE

8/1/11 — DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 2, 2011

OPEN
La Bona Pasta
RISTORANTE
HOURS
MONDAY - SUNDAY
10:00 AM - 10:00 PM
FAMILY OWNED
PULL
NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: AUGUST 10, 2011
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE: GLENDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: TUESDAY, SEPTEMBER 6, 2011
AT 7:00 PM
(HEARING DATES SUBJECT TO CHANGE
VERIFY CALL 623-930-2280)
**SERIES 12: RESTAURANT LICENSE TO SELL
ALL SPIRITUOUS LIQUORS**
La Bona Pasta
13321 W. Indian School Rd.
Litchfield Park, AZ. 85340
08.10.2011 17:10

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: *AUGUST 10, 2011*

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

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

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

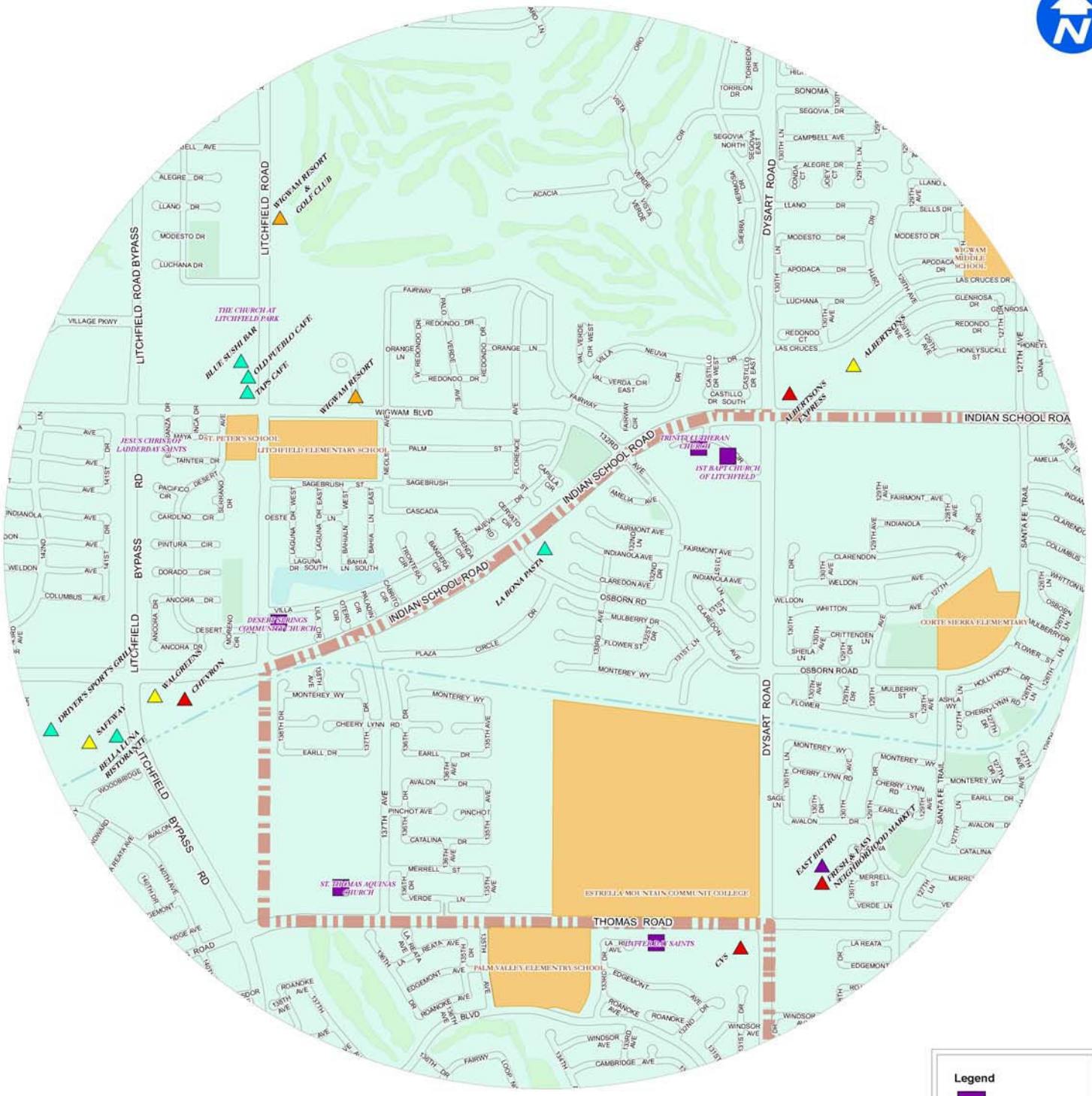
****SERIES 12: RESTAURANT LICENSE TO SELL ALL SPIRITUOUS LIQUORS****

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:

La Bona Pasta
13321 W. Indian School Rd.
Litchfield Park, AZ. 85340

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

08.10.2011 17:08



La Bona Pasta
13321 W Indian School Rd, Ste # A101
1 Mile Buffer

0 500 1,000 2,000 3,000 Feet

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) - Raul's Original Mexican and American Food

MEETING DATE:
September 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 Ms. Haydee Amada Sainz for a Series 12 Restaurant License to sell all spirituous liquors at Raul's Original Mexican and American Food located at 1109 N Dysart Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for a Series 12 Restaurant license to sell all spirituous liquors from Ms. Haydee Amada Sainz for a Series 12 Restaurant License to sell all spirituous liquors at Raul's Original Mexican and American Food located at 1109 N Dysart Road in Avondale, Arizona. The location has been licensed previously as Great China Restaurant, Las Abuelitas Mexican Restaurant and most recently as Theresa's Hacienda.

As required by state law and city ordinance, the application was posted for the required period of time starting August 10, 2011 and a notice was published in the West Valley View on August 26 and August 30, 2011. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

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

It should be noted that on her questionnaire, the applicant Ms Haydee Amada Sainz, disclosed a criminal conviction in 2005. According to ARS § 4-202(D), a license shall not be issued or renewed for any person who has been convicted of a felony within five years before the application. It has been six years since Ms Sainz' conviction. As stated in the attached review form from the Avondale Police Department, a check of records revealed no records or any concerns regarding the applicant. Chief Kotsur is withholding approval of the application and recommending that the State Liquor Board further investigate this matter before final approval of the application.

Staff has discussed this issue with the investigator from the Department of Liquor assigned to review this application. He has indicated that while it has been five years since Ms Sainz conviction, he will conduct further checks and interview the applicant in order to ensure that there are no further concenrs regarding Ms Sainz conviction six years ago.

Staff is recommending approval of the application. However, on the recommedation for approval that will be submitted to the Department of Liquor, staff will request that the Department of Liquor does further checking into the conviction before final approval of the application.

RECOMMENDATION:

Staff is recommending approval of a request from Ms. Haydee Amada Sainz for a Series 12 Restaurant License to sell all spirituous liquors at Raul's Original Mexican and American Food located at 1109 N Dysart Road in Avondale.

ATTACHMENTS:

Click to download

- Application
- Review by Departments
- 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): 12 12078809

1. Type of License(s): Restaurant

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 / Ms. SAINZ (Last) HAYDEE (First) AMADA (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: 12th HR, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Raul's Original Mexican and American Food
B1045480
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 1109 North Dysart (Do not use PO Box Number) | Avondale (City) | Maricopa (County) | 85323 (Zip)

5. Business Phone: 602-565-6248 Daytime Contact: 602-565-6248

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

7. Mailing Address: _____ City _____ State _____ Zip

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

DEPARTMENT USE ONLY

Fees: 100.00 Application | 100.00 Interim Permit | _____ Agent Change | _____ Club | 72.00 Finger Prints $ | 272.00 TOTAL OF ALL FEES

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

Accepted by: Am Date: 7/15/2011 Lic. # 12078809

July 2010

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

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. 12078665
4. Is the license currently in use? ☐ YES ☒ NO If no, how long has it been out of use? 5/19/11

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

I, Johnny Andrew Chayrez, 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 _____ (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 18 day of June, 2011
Day Month Year

My commission expires on: RACHEL FIERRO NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Commission Expires September 8, 2012

(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
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

RESET

License 12078665

Issue Date: 4/13/2011

Expiration Date: 3/31/2012

Restaurant

Issued To:
JOHNNY ANDREW CHAYREZ, Agent
THERESA'S HACIENDA LLC, Owner

Location:
THERESA'S HACIENDA
1109 N DYSART RD
AVONDALE, AZ 85323

Mailing Address:
JOHNNY ANDREW CHAYREZ
THERESA'S HACIENDA LLC
THERESA'S HACIENDA
1109 N DYSART RD
AVONDALE, AZ 85323

EXP 3/31/2012

POST THIS LICENSE IN A CONSPICUOUS PLACE

'11 JUL 15 Liq. Lic. PM 3 55

July 7, 2011

To Whom It May Concern:

Theresa's Hacienda vacated the premises located at 1109 N. Dysart Road, Avondale, Arizona 85323 on May 16 , 2011. 12th HR, LLC dba Raul's Original Mexican & American Food has occupied the premises located at 1109 N. Dysart Road, Avondale, Arizona 85323 as of June 15, 2011.

Sincerely,

Ronald Roberts
Landlord

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.*** 11 JUL 15 Liq. Lic. PM 3:55

☒ L.L.C. ***Complete 1, 2, 4, 5, 6, 7, and 8.***

1. Name of Corporation/L.L.C.: 12th HR, LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 06/09/2011 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-16870894 Date authorized to do business in AZ: 06/15/2011
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
Piurek	Jeff	Gordon	MANAGER Member		
Sainz	Haydee	Amada	Member		
Chayrez	Raul	MENDOZA	Member		

(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
PIUREK	JEFF	GORDON	45%		
SAINZ	HAYDEE	AMADA	45%		
CHAYREZ	RAUL	MENDOZA	10%		

(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

11 JUL 15 Liq. Lic. PM 3:55

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: _____ (Exactly as it appears on license) Last First Middle Entity: _____ (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: (Other than business) Street _____

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

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

_____ (Signature of CURRENT LICENSEE)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ Day _____ Month Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

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

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

JUL 15 Liq. Lic. PM 3:55

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

2. New Business: (Physical Street Location) Name _____ 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) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

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

1. Distance to nearest school: 1/2 mile ft. Name of school AGUA FRIA HIGH SCHOOL
Address 530 E. RILEY ROAD, AVONDALE, AZ 85323
City, State, Zip

2. Distance to nearest church: 1/2 mile ft. Name of church FIRST SOUTHERN BAPTIST
Address 1001 N. CENTRAL AVE, AVONDALE, AZ 85323
City, State, Zip

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

4. If the premises is leased give lessors: Name RONALD ROBERTS
Address 1109 N. DYSART ROAD AVONDALE, AZ 85323
City, State, Zip

4a. Monthly rental/lease rate $ 4,000 What is the remaining length of the lease __ yrs. 6 mos.

4b. What is the penalty if the lease is not fulfilled? $ 4,000 or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? 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 # 12078665 (exactly as it appears on license) Name JOHNNY ANDREW CHAYREZ

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:

   Chayrez (Last) Johnny (First) ANDREW (Middle) and license #: 12078665

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 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? 07/15/2011
   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 spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

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

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

   _____
   applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consume 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.

SEE ATTACHED STATEMENT (C)

'11 JUL 15 LIQ. LIC. PM 3:56

SECTION 16 Signature Block

I, JEFF GORDON PIUREK, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)
application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X _____
(signature of applicant listed in Section 4, Question 1)

CORA VON TOBEL
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 3, 2015

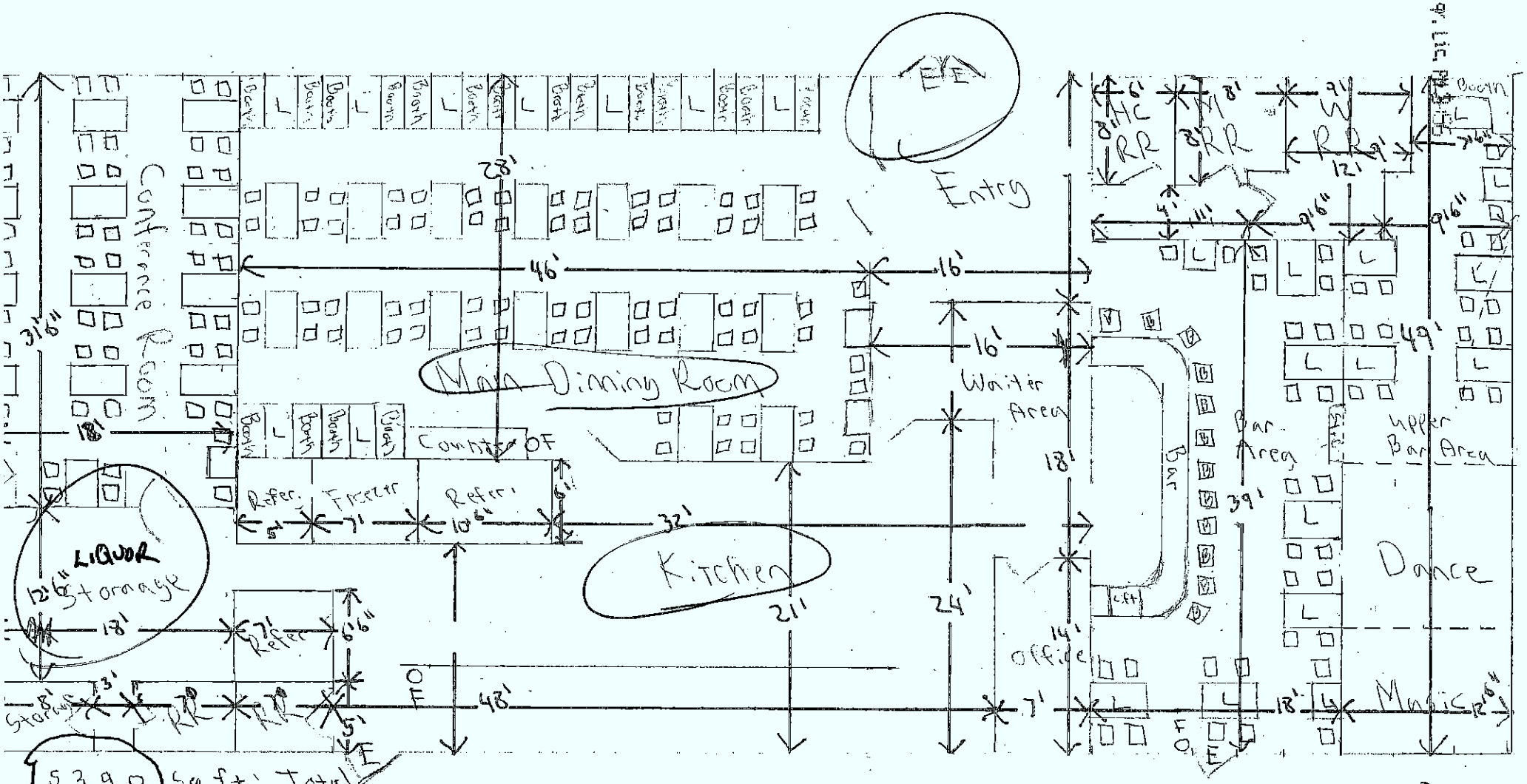
State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 13th (Day) of JULY (Month), 2011 (Year)

Cora Von Tobel
signature of NOTARY PUBLIC

My commission expires on : 04 | 03 | 2015
Day Month Year

'11 JUL 15 LIQ. LIC. PH



5390	Sq ft. Total
1,260	" " Bar Area (Seating 60)
1260	" " Main Dining Room (Seating 104)
567	" " Conference Room (Seating 46)

S.F.

L = Low Table
B = Bar Stool
F = Fire extinguisher
E = Exit

(c)

12th HR, LLC DBA Rauls Main & Main

Print Form

'11 JUL 15 1:14 Lic. PM 3:35

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 # 12078809

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

Grill	See attached Statement (A) For All Categories
Oven	
Freezer	
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	
Other	

2. Print the name ofyour restaurant: Raul's Original Mexican and American Food

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 [150]

   b. Bar area of your premises [+ 60]

   c. Total area of your premises [210]

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 23.37 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar,cocktail tables or game area.) 32.50 %

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

(A)

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1. List by Make, Model and Capacity of your:
   a. Grill:
      i. Wolf Grill, Top 48" x 25.5" (model unknown)
      ii. 4 burner stove top 26" x 24" (Make and model unknown)
   b. Oven:
      i. Wolf Oven 29" x 22.5" (model unknown)
      ii. Montague 30" x 27.25" (model unknown)
      iii. Wolf 29" x 23" (model unknown)
   c. Freezers:
      i. Chill L68" x W63" x H87" (model unknown)
      ii. Listed 130N 3 door stand alone L78" x H56" x D26"
   d. Refrigerators:
      i. Chill L65" x W64" x H85" (model unknown)
      ii. Chill L112" x W65" x H91" (model unknown)
      iii. Chill L65" x W62" x H92" (model unknown)
   e. Sinks:
      i. Krowne, Top L72" x W21",
         3 sinks L14" x W10" X D10" each (model unknown)
      ii. NSF Top L16" x W15",
         sink L13.5" x W 11" x D5" (model unknown)
      iii. NSF, Model SIB1310-D-C, Top L16" x W13",
         sink L12.5" x W10" x D5"
      iv. (make & model unknown) Top L20.5" x W15",
         sink L11" x W15" x D5"
      v. (make & model unknown) Top L65" x W27",
         sink L15" x W15" x D6"
      vi. (make & model unknown) Top L88" x W19",
         3 sinks L17" x W17" x D11.5" each sink
      vii. (make & model unknown) Top L68" x W25",
         2 sinks L23" x W17" x D11.5" each sink
   f. Dish Washing Facilities:
      i. EcoLab ES-4000
   g. Food Preparation Counter (Dimensions):
      i. (make & model unknown) L90" x W20"
      ii. (make & model unknown) L90" x W20"
      iii. (make & model unknown) L62" x W31"
      iv. (make & model unknown) L48" x W27"
      v. (make & model unknown) L48" x W29"
      vi. (make & model unknown) L30" x W24"
      vii. (make & model unknown) L96" x W 31"
      viii. (make & model unknown) L72" x W29"

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Appetizers

Guacamole Dip $4.50
Avocado's mixed with jalapenos, onions, and spices made fresh daily

Red or Green Chili Cheese Tortilla 6.55
Flour tortilla layered with either red or green chili con carne covered with cheese served flat or folded

Mexican Pizza $7.65
Flour tortilla layered with green onions, tomatoes, green chili strips and cheese with your choice of ground beef or shredded beef and baked to perfection

*Add sour cream $1.95
**Add shredded lettuce for $1.95

Raul's Turn Over Pizza $7.85
Flour tortilla layered with green onions, tomatoes, green chili strips and cheese with your choice of ground beef or shredded beef covered with another flour tortilla to seal in the flavor and grilled to perfection

Nachos w/Beans & Jalapeño $7.65
Crispy tortilla chips covered with beans and jalapenos with a top layer of cheese.

Cheese crisp $4.50
Flour tortilla covered with cheese and melted to perfection. Served flat or folded.

Cheese Nachos $5.25
Crispy tortilla chips covered with a layer of cheese and melted to perfection.

Combinations

All Combinations are Served with Rice and Beans
*Tortilla: corn or flour

1 Item Combination $9.25
2 Items Combination $10.25
3 Items Combination $11.25

Pick any of the following items to form your own combination:
1 Beef or Chicken Taco, 2 Cheese Enchiladas (red sauce), 1 Bean Tostada, 1 Tamale, 1 Green Chili con Carne burrito

Specialty Combinations (No Substitution)

10) Carne Seca $10.95
Dried shredded seasoned beef served with rice and beans, a Sonoran specialty

11) Chile Relleno Enchilada $10.90
Green chili strips wrapped in egg with a cheese center covered with Theresa's red sauce

12) Carne Asada with Guacamole $11.95
A grilled 8oz skirt steak served with rice and beans with a side of guacamole

13) Steak Picado $10.95
Sautéed skirt steak diced and cooked with onions, green peppers and spiced to your liking

14) Chicken or Beef Fajitas $11.95
Grilled Chicken or Steak cooked to perfection with a mix of onion, green, yellow and red peppers served with rice and beans and a side of guacamole and sour cream

15) Shrimp Fajitas 12.95
Large shrimp grilled to perfection with a mix of onion and green, yellow and red peppers served with rice and beans and a side of guacamole and sour cream

These dishes are considered spicy

These dishes are considered VERY spicy

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16) Theresa's "Original" Special over Rice $9.50
If you like the heat, try Theresa's award winning special made with her secret blend of red chilis and jalapenos combined with ground beef and bottom round cubed steak served over rice.

17) Nopalitos with Red or Green Chili con carne $9.75
Treat yourself to a Mexican delicacy, Nopalitos (Prickly pear cactus) mixed in with your choice of red or green chili con carne.

18) Chorizo con Huevo & Beans $8.50
Chorizo is made fresh here with our own secret mix of spices combined with eggs and served with beans.

19) Huevo Rancheros $7.50
2 eggs on top of a corn tortilla with Theresa's red sauce on top.

20) Spanish Asada $10.95
Skirt steak grilled and sliced with Theresa's red sauce on top served with rice and beans.

21) Shrimp ala Mexicana $12.95
Succulent shrimp sautéed and combined with onions, tomatoes and roasted green chili strips and Theresa's red sauce served with rice and beans.

22) Red or Green chili con carne $8.75
Theresa created our unique Red and Green sauces that she pasted down to family, we mix with cubed bottom round steak and cooked until it is tender enough to cut with a fork, served with rice or beans.

Chimichangas

Served with Guacamole, Sour cream (Add Rice and Beans for $2.00)

Shredded Beef $7.20 Red or Green $7.20 Ground beef $7.20
Carne Asada $7.95 Chicken $6.95 Machaca $7.90 Shrimp $7.95

Salads

All Salads are served with Guacamole and Sour cream

Chicken $6.95 Beef $6.95 Carne Asada $7.25 Shrimp $7.95

Ala Carte Burritos

(deep fried .50 Enchilada Style .90)

Red or Green $5.80
Bean & Cheese $5.80
Chile Relleno $4.50
Carne Seca $5.50
Theresa's "Original" Special $8.95
Chicken $5.80
Carne Asada $6.50
Shredded Beef $5.80
Ground Beef $5.80
Machaca $5.80
Shrimp $7.25

Soups	Large
Albondigas	$6.25
Cocido	$6.75

Menudo	Small	Large
	$5.25	$6.25

Sides

Beef Tamale $1.50
Rice $2.80
Beans $2.80
Chile Relleno $3.50
Pico de Gallo $2.50
Sour Cream $3.25

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Ala Carte

Tostadas
Bean $3.50
Beef or Chicken $4.95
Guacamole $3.95
Green or Red Chile $4.95
Shrimp $4.95
Carne Asada $4.95

Enchiladas
Cheese $2.50
Chicken $4.25
Ground beef $4.25
Beef $4.25
Shrimp $4.50
Beef or Chicken Flautas with (Guacamole & Sour Cream $5.85)

** Tacos
Shredded Beef $3.50
Ground Beef $4.50
Chicken $4.50
Carne Asada $4.85
Shrimp $4.85

Combination Breakfast
Comes with choice of beans or potatoes and Flour or corn tortilla
(Breakfast served until 11:30am)

1) *Machaca & Egg $7.65
2) *Scrambled Eggs ala Mexicana $8.25
3) *Chorizo & Eggs $7.65
4) *2 Cheese Enchiladas, 1 Egg on top $6.25
5) *Huevo Rancheros $6.25
6) *2 Eggs, 1 Tamale $7.65
7) *Nopalitos & Eggs $6.25
8) *Ham & Cheese Omelet $7.95
9) *Shrimp Omelet $8.45

**Breakfast Burritos $6.95
* Chorizo & Egg
* Nopalitos & Egg
* Machaca & Egg
* Ham, Egg, Potatoes & Cheese
* Chile Relleno

** 50 extra for beans, potatoes or cheese

Specialty:
Johnny's Turnover Breakfast Pizza $7.85
Flour tortilla layered with refried beans, chorizo, green onions, tomatoes, green chili, strips and cheese covered with another flour tortilla to seal in the flavor and grilled to perfection

Soft Drinks $2.25 Free Refills
Coke, Diet Coke, Mr. Pibb, Sprite
Power Aide, Lemon aid and Pink Lemon aid
Tea (Unsweetened) and Red Raspberry 1.95 free Refill
Coffee 1.95 Free refill
Orange Juice (no free refills) 2.45 (1.50 for refill)
Milk (no free refills) 1.95 (1.50 for refill)

Children's Menu $4.85
Served with rice, beans or French fries
Chicken Quesadilla
Small Bean Burrito
Hamburger
Chicken Nuggets

Wednesday we have our kids eat free special!

Must be a children's meal for adult meal.

Caution notice: Eating raw or undercooked meat, poultry, eggs or seafood poses a health risk to everyone, but especially to the elderly, young children under age 4, pregnant women and other highly susceptible individuals with compromised immune systems. Thorough cooking of such animal foods reduces the risk of illness.

* add $.25* to all takeout orders

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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).

9. Do you have live entertainment or dancing? ☑ Yes ☐ No
(If yes, what type and how often?)
Three musicians once a week.

10. Use space below or attach a list of employee positions and their duties to fully staff your business.
See attached Statement (B)

I, Jeff Gordon Piurek, 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)

CORA VON TOBEL
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 3, 2015

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 13th day of July, 2011.
Day of Month Month Year

My commission expires on:: 04/03/2015

Cora Von Tobel
(Signature of NOTARY PUBLIC)

(B)

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10.Employee positions and duties:

a. 4 waiters, duties wait on tables and seat customers
b. 2 bus staff, duties to set tables, clean tables and move dirty dishes to dish washing staff
c. 2 dish washers, duties are to clean and restack dishes and utensils
d. 1 greeter, duties are to greet and visit with customers
e. 3 cooks, duties are to prepare food, cook food and place on plates for waiters
f. 2 bar tenders, duties are to prepare liquor, serve liquor and was glasses

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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

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.

REVOCATION 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):

Sainz Haydee Amada

Last First Middle

have read and fully understand all aspects of this statement.

State of Arizon County of Maricopa

The foregoing instrument was acknowledged before me this

X _____ (Signature of Licensee)

15 day of July 2011

Day Month

GREGORY A FARR Notary Public Arizona Maricopa County My Commission Expires June 27, 2013

My commission Expires on: 27/06/2013

Day Month Year

(Signature of NOTARY PUBLIC)

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

AZ CORPORATION COMMISSION
FILED

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AZ Corp. Commission
03489991

JUN 09 2011

FILE NO. L-1608708 94

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

DO NOT PUBLISH THIS SECTION
NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of licensed professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

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

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

3. See Section 3 of the instructions above. A statutory agent is a person you appoint that would receive lawsuit papers if the LLC is sued. A street or physical address is required even if the statutory agent has a P.O. Box.

The agent must sign the articles or provide written consent to the appointment.

Select one. This form may be used for:

☒ **ARIZONA LIMITED LIABILITY COMPANY** (A.R.S. §29-632)

☐ **ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY** (A.R.S. §29-841.01)

1. The name of the organization:

A. _____
LLC Name Reservation File Number (if one has been obtained – if not, leave this line blank).

B. 12TH HR, LLC
Limited Liability Company Name

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

Address 1109 N. DYSART

City AVONDALE State AZ Zip 85323

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

Name JEFF PIUREK

Address _____

City _____ State _____ Zip _____

Acceptance of Appointment by Statutory Agent:
I JEFF PIUREK, having been designated to act as
(print name of the Statutory Agent)
Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: _____

_____
If the statutory agent is an entity, please print the company name here.

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DO NOT PUBLISH THIS SECTION

4. Only required for professional limited liability company. The professional services that the company is organized to perform must be described. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. Check only one box. If a dissolution date is stated, it should include the month, day and year. Perpetual means *continuing forever or indefinitely.*

6. Check A or B to show which management structure will be applicable to your company. Provide name, title and address for each person.

6A. If reserved to the members, check the Members box and provide the name and address of all members. **NOTE:** If reserved to the members you cannot list any manager.

6B. If vested in one or more managers check the Managers box and provide the name and address of each manager and of each member who owns a twenty percent (20%) or greater interest in the capital or profits of the LLC/ PLLC.

7. Signature. The person signing this document need not be a manager or member of the company.

4. Professional LLCs only – Professional Services - the Professional Limited Liability Company will provide the following professional services:

_____

5. Life Period of the Limited Liability Company: check one:

☐ The LLC will dissolve on ___/___/_____ (Please enter month, day and four digit year)

☒ The Limited Liability Company life period is Perpetual.

6. Management Structure: (check one box only) A.R.S. §29-632(5)

A. ☐ RESERVED TO THE MEMBERS

IF RESERVED TO THE MEMBERS, DON'T CHECK ANY MANAGER BOXES.

B. ☒ VESTED IN ONE OR MORE MANAGERS

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

Name JEFF PIUREK
☒ Member ☒ Manager (only if "B" is selected above)
Address:
City, State, Zip:

Name HAYDEE SAINZ
☒ Member ☐ Manager (only if "B" is selected above)
Address:
City, State, Zip:

Name RAUL CHAYREZ
☒ Member ☐ Manager (only if "B" is selected above)
Address:
City, State, Zip:

Name
☐ Member ☐ Manager (only if "B" is selected above)
Address:
City, State, Zip:

IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.

7. SIGNATURE

Signed on this date: JUNE 9, 2011 (mm/dd/yyyy).

Signature: _____ Print Name JEFF PIUREK

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

Phone Number: _____ Fax Number _____

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LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
12TH HR, LLC

A ARIZONA -Managed Limited Liability Company

ARTICLE I
Company Formation

1.1 **FORMATION**. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **NAME**. The name of the Company shall be: 12TH HR, LLC DBA RAUL'S ORIGINAL MEX & AM FOOD

1.3 **REGISTERED AGENT**. The name and location of the registered agent of the Company shall be:

JEFF PIUREK

1.4 **TERM**. The Company shall continue for a perpetual period.

(a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or

(d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of ARIZONA.

1.5 **CONTINUANCE OF COMPANY**. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining

Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to OPERATE A RESTAURANT / BAR

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

1109 N. DYSART
AVONDALE, AZ 85323

Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

ARTICLE II
Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is $1,000.—.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III
Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-l(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-l(b)(2)(ii)(d).

ARTICLE IV
Management

4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.

4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 **CHIEF EXECUTIVE MANAGER**. The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.

4.5 **NOMINEE**. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.6 **COMPANY INFORMATION**. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.7 **EXCULPATION**. Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

4.8 **INDEMNIFICATION**. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.9 **RECORDS**. The Managers shall cause the Company to keep at its principal place of business the following:

(a) a current list in alphabetical order of the full name and the last known street address of each Member;

(b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V
Compensation

5.1 **MANAGEMENT FEE**. Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 **REIMBURSEMENT**. The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI
Bookkeeping

6.1 **BOOKS**. The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS**. The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-l(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) any additional capital contribution made by him/her;

(b) credit balances transferred from his distribution account to his capital account; and decreased by:

(a) distributions to him/her in reduction of Company capital;

(b) the Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS**. The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

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ARTICLE VII
Transfers

7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

www.northwestregisteredagent.com

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CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of ____ pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of 12TH HR, LLC, adopted by the members as of JUNE, 09 2011.

Members:

Signature _____ **Printed Name** JEFF PIUREK

Percent: 45 %

Signature _____ **Printed Name** HAYDEE SAINZ

Percent: 45 %

Signature _____ **Printed Name** RAUL CHAYREZ

Percent: 10 %

Signature _____ **Printed Name** _____

Percent: ____ %

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EXHIBIT 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
12TH HR, LLC

LISTING OF MEMBERS

As of the 9TH day of JUNE, 2011 the following is a list of Members of the Company:

Name JEFF PIUREK **Percent** 45 %

Address

Name HAYDEE SANZ **Percent** 45 %

Address

Name RAUL CHAYREZ **Percent** 10 %

Address

Name **Percent** %

Address

Authorized by Member(s) to provide Member Listing as of this 9TH day of JUNE, 2011.

Signature of Member

Signature of Member

Signature of Member

Signature of Member

www.northwestregisteredagent.com

'11 JUL 15 Liq. Lic. PM 3:57

EXHIBIT 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
12TH HR, LLC

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be $ 1,000. The description and each individual portion of this initial contribution is as follows:

JEFF PIVREK	$ 450
HAYDEE SANZ	$ 450
RAUL CHAVREZ	$ 100
	$
	$
	$
	$
	$
	$

SIGNED AND AGREED this 9TH day of JUNE, 20 11.

Member

Member

Member

Member

www.northwestregisteredagent.com

Print Form

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P1065314

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 # 12078809
(If the location is currently licensed)

1. **Check appropriate box** →

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

2. Name: Sainz (Last) Haydee (First) Amada (Middle) Date of Birth: [redacted] (NOT a Public Record)

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

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

5. Marital Status [X] Single [ ] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: 602-565-6248

6. Name of Current or Most Recent Spouse: _____ Date of Birth: ___/___/___
(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. 602-565-6248

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: Raul's Original Mexican & American Food Premises Phone:

11. Physical Location of Licensed Premises Address: 1109 N. Dysart (Street Address) Avondale (City), Maricopa (County) 85323 (Zip)
(Do not use PO Box #)

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)
	CURRENT		Please see attached

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
	CURRENT		Please see attached			

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

'11 JUL 15 LIQ. LIC. PM 3:57

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

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

15. Have you been 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, Haydee Sainz (AMADA), hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x _____
(Signature of Applicant)

Maria L. James
Notary Public - Arizona
Maricopa County
My Commission Expires
October 18, 2012

My commission expires on: _____ 18 2012
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 12 day of July, 2011
Month Year

Maria L. James
(Signature of NOTARY PUBLIC)

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

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

x _____
Signature of Controlling Person or Agent (circle one)

Haydee Sainz
Print Name

My commission expires on: _____
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 15th day of July, 2011
Month Year

_____
(Signature of NOTARY PUBLIC)

GREGORY R FARR
Notary Public - Arizona
Maricopa County
My Commission Expires
June 27, 2013

12 From	To	Position or Business	Employer's Name or Name of Business and Address
Jun-11	Current	Owner	Raul's Original Mexican American Food 1109 N. Dysart Rd. Avondale, AZ 85323
Feb-09	Jun-11	Unemployed	
Nov-08	Feb-09	Sales	E-Commerce Solutions Phoenix, AZ
Jul-08	Nov-08	Office Manager	Bluffview Construction 107 E. Eason Buckeye, AZ 85326
May-08	Jun-08	Unemployed	
Feb-08	May-08	Gardener	Arizona Country Club 5668 E. Orange Blossom Ln. Phoenix, AZ 85018
Mar-05	Feb-08	Incarcerated	Akron, Ohio (See note below)_

13 From	To	Rent or Own	Residence	City	State	Zip
Apr-10	Current	Rent Jeff Piurek 602-565-6248				
Oct-10	Apr-10	Rent George Totton				
Feb-09	Oct-10	Rent Richard Milikian				
Oct-04	Feb-09	Rent Rojelio Sainz				

15 In March 2005, I was arrested in Akron, OH and charged with drug possession. In July of 2005 the Ohio State charges were dropped and I was given federal charges. I signed a plea aggreement in the Northern District of Ohio Federal Court and plead guilty to charges of conspiracy, trafficking and possession. My sentence was 51 months and I was granted and early release for participation in a drug program and good behavior.

SEE AMENDMENT

11 JUL 15 Lip 11:15 PM 3:57

12 From	To	Position or Business	Employer's Name or Name of Business and Address
Jun-11	Current	Owner	Raul's Original Mexican American Food 1109 N. Dysart Rd. Avondale, AZ 85323
Feb-09	Jun-11	Unemployed	
Nov-08	Feb-09	Sales	E-Commerce Solutions Phoenix, AZ
Jul-08	Nov-08	Office Manager	Bluffview Construction 107 E. Eason Buckeye, AZ 85326
May-08	Jun-08	Unemployed	
Feb-08	May-08	Gardener	Arizona Country Club 5668 E. Orange Blossom Ln. Phoenix, AZ 85018
Mar-05	Feb-08	Incarcerated	Akron, Ohio (See note below)

13 From	To	Rent or Own	Residence	City	State	Zip
Apr-10	Current	Rent Jeff Piurek 602-565-6248				
Oct-10	Apr-10	Rent George Totton			AZ	
Feb-09	Oct-10	Rent Richard Millklan				
Oct-04	Feb-09	Rent Rojelio Sainz				

15 In March 2005, I was arrested in Akron, OH and charged with drug possession. In July of 2005 the Ohio State charges were dropped and I was given federal charges. I signed a plea aggreement in the Northern District of Ohio Federal Court and plead guilty to charges of conspiracy, trafficking and possession. My sentence was 51 months and I was granted and early release for participation in a drug program and good behavior.

* Hayden Sainz

AMENDMENT

Print Form

'11 JUL 15 Liq. Lic. PM 3 57

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

D1002169 KBR

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 # 12078809
(If the location is currently licensed)

1. **Check appropriate box** →

☒ Controlling Person ☒ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Chayrez (Last) Raul (First) Mendoza (Middle) Date of Birth: [redacted] (NOT a public record)

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

4. Place of Birth: Buckeye (City) AZ (State) USA (Country) (not county) Height: 5'08" Weight: 180 Eyes: BRO Hair: GY

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☒ Widowed Daytime Contact Phone: [redacted]

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

7. You are a bona fide resident of what state? Yes 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: Raul's Original Mexican & American Food Premises Phone: 602-566-6248

11. Physical Location of Licensed Premises Address: 1109 N. Dysart Rd. (Street Address) (Do not use PO Box #) Avondale (City) Maricopa (County) 85323 (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)
6/11	CURRENT	Owner	Raul's Original 1109 N. Dysart Avondale, AZ 85323
10/06	6/11	Retired	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
1/08	CURRENT	Rent	[redacted]	[redacted]	[redacted]	[redacted]
12/02	12/07	Own	[redacted]	[redacted]	[redacted]	[redacted]

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

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

'11 JUL 15 Liq. Lic. PM 3:[illegible]

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

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

15. Have you been 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, Raul Mendoza Chayrez, 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 Raul M. Chayrez
(Signature of Applicant)

Maria L. James
Notary Public - Arizona
Maricopa County
My Commission Expires
October 18, 2012

My commission expires on: 10 18 2012
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
12 day of July, 2011
Month Year

Maria L. James
(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)

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

'11 JUL 15 Liq. Lic. PM 3:57

Statement attached to Raul Charyez questionnaire:

Question 19 details:

Held an Arizona number 6, 7 and 12 license from 1969 to 2006.

Owner and controlling person at Raul & Theresa's Mexican Restaurant
519 West Main Street Avondale, AZ 85323

SEE
AMENDMENT

'11 JUL 15 Liq. Lic. PM 3:57

Statement attached to Raul Charyez questionnaire:

Question 19 details:

Held an Arizona number 6, 7 and 12 license from 1969 to 2006.

Owner and controlling person at Raul & Theresa's Mexican Restaurant
519 West Main Street Avondale, AZ 85323

x Raul M. Charyez

'11 AUG 9 Liq. Lic. PM 3:41

AMENDMENT

Print Form

'11 JUL 15 Liq. Lic. PM 3:57

P1065315 Am

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 # 12078809
(If the location is currently licensed)

1. **Check appropriate box** →

☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☒ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Piurek (Last) Jeff (First) Gordon (Middle) Date of Birth: [redacted] (NOT a Public Record)

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

4. Place of Birth: Cleveland (City) Ohio (State) USA (Country) (not county) Height: 5'9" Weight: 160 Eyes: BR Hair: BR

5. Marital Status ☐ Single ☐ Married ☒ Divorced ☐ Widowed Daytime Contact Phone: 602-565-6248

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

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. 602-565-6248

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: Raul's Original Mexican and American Food Premises Phone: 602-565-6248

11. Physical Location of Licensed Premises Address: 1109 N. Dysart Road (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (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)
01/2001	CURRENT	Vice President	Piurek, Inc.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
10/10	CURRENT	own				7
12/01	10/10	own				

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

'11 JUL 15 Liq. Lic. PM 3:57

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

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

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

15. Have you been 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, JEFF GORDON PIUREK, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____
(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 13th day of JULY, 2011
Month Year

CORA VON TOBEL
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 3, 2015

My commission expires on: 07/13/11
Day Month Year

_____
(Signature of NOTARY PUBLIC)

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

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

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 15th day of July, 2011
Month Year

X _____
Signature of Controlling Person or Agent (circle one)

Haydee Sainz
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: 11 Feb. 2012
Day Month Year

IDIANA VILLAVICENCIO
Notary Public - Arizona
Maricopa County
My Commission Expires
February 11, 2012

SEE AMENDMENT

'11 JUL 15 Liq. Lic. PM 3 57

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~~? 20hrs/wk and answer #14a below. If NO, skip to #15.

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

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

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

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

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

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

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

'11 AUG 9 Liq. Lic. PM 3 41

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

X _____ (Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 1st day of JULY (Month), 2011 (Year)

CORA VON TUGEL
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 3, 2015

My commission expires on: 07/13 (Day Month Year)

_____ (Signature of NOTARY PUBLIC)

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

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

X _____ Signature of Controlling Person or Agent (circle one)

Haydee Sainz
Print Name

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 15th day of July (Month), 2011 (Year)

_____ (Signature of NOTARY PUBLIC)

My commission expires on: 11 Feb. 2012 (Day Month Year)

IDIANA VILLAVICENCIO
Notary Public - Arizona
Maricopa County
My Commission Expires
February 11, 2012

AMENDMENT

76173

Arizona Department of Liquor Licenses and Control '11 JUL 15 Liq. Lic. PM 3:57
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.

Jeff Piurek
Full Name (please print)

Signature

JULY 9, 2011
Training Completion Date

Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

☒ Yes	☐ No	BASIC	☒ Yes	☐ No	ON SALE
☒ Yes	☐ No	MANAGEMENT	☒ Yes	☐ No	OFF SALE
☒ Yes	☐ No	BOTH	☐ Yes	☒ No	OTHER

If Trainee Is Employed By A Licensee

Name of Licensee	Business Name	Liquor License #
	12th HR	12078809

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

City	State	Zip	Daytime Contact Phone #
PHOENIX	AZ	85012	(602) 285-1396

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

BILL WEIGELE
Name of Trainer (please print)

Bill Weigele
Trainer Signature

07-09-11
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.

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

City Clerk's Department

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: HAYDEE AMADA SAINZ

BUSINESS NAME: RAUL'S ORIGINAL MEXICAN AND AMERICAN FOOD

ADDRESS: 1109 NORTH DYSART
CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

THIS REQUEST WAS CHECKED THROUGH AVONDALE PD RECORDS WITH NO RECORDS OF ANY CONCERNS HOWEVER, WHEN READING THROUGH THE DOCUMENT AN ISSUE WAS DISCOVERED REGARDING THE APPLICANTS OUT OF STATE CRIMINAL HISTORY ON PAGE 32. I RECOMMEND THE STATE LIQUOR BOARD FURTHER REVIEW THIS MATTER AS PART OF THEIR CONSIDERATION FOR THIS REQUEST FOR A LIQUOR LICENSE.

☐ APPROVED
☒ DENIED

SIGNATURE

Police Chief
TITLE

8/29/11
DATE

Avondale
City Clerk's Department

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: HAYDEE AMADA SAINZ

BUSINESS NAME: RAUL'S ORIGINAL MEXICAN AND AMERICAN FOOD

ADDRESS: 1109 NORTH DYSART
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jesse G. Gomez
SIGNATURE

7/27/11
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 2, 2011

Avondale
City Clerk's Department

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: HAYDEE AMADA SAINZ

BUSINESS NAME: RAUL'S ORIGINAL MEXICAN AND AMERICAN FOOD

ADDRESS: 1109 NORTH DYSART
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

Zoning Specialist
TITLE

7/27/11
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 2, 2011

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: July 27, 2011

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist 623-333-4022

SUBJECT: Series 12 Liquor License for Raul's Original Mexican and American Food Restaurant – 1109 N Dysart Road

The site is located at on the northeast corner of Dysart Road and Madison Street. 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 and the current zoning is Community Commercial (C-2). A dine-in restaurant is a permitted use in the C-2 zoning district.

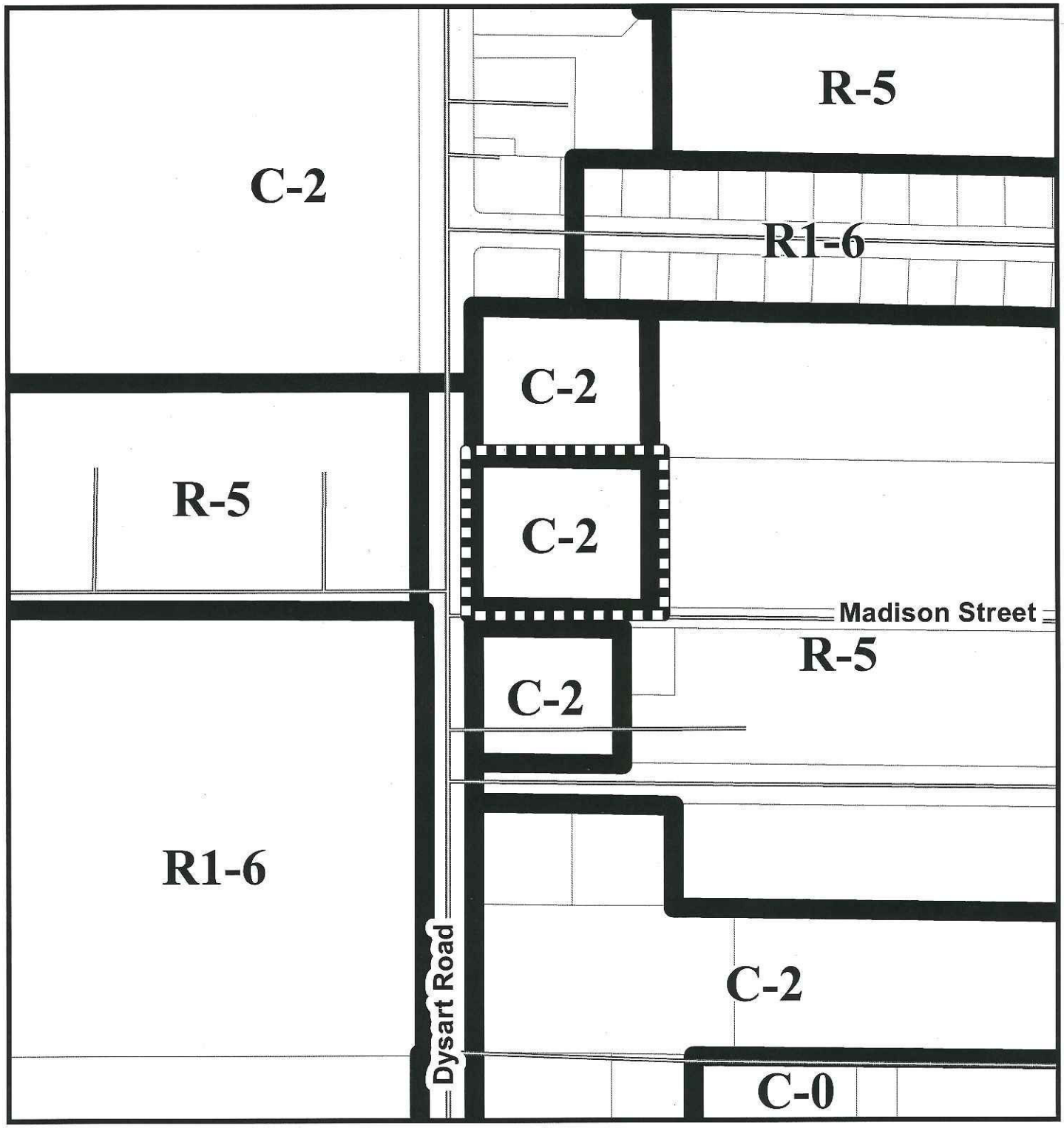
Staff recommends approval of this request.

Attachment: 2010 Aerial Photography
Zoning Vicinity Map

2010 AERIAL MAP

Avondale

Subject Property



Zoning Vicinity Map

Avondale

Subject Property

Avondale
City Clerk's Department

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: HAYDEE AMADA SAINZ

BUSINESS NAME: RAUL'S ORIGINAL MEXICAN AND AMERICAN FOOD

ADDRESS: 1109 NORTH DYSART
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Reesa Hale
SIGNATURE

8/1/11
DATE

Privilege Tax Auditor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 2, 2011

NOTICE
Sunday - Friday
Sat & Sun
NO SMOKING
08.10.2011 17:29

08.10.2011 17:28

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: *AUGUST 10*, 2011

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: TUESDAY, SEPTEMBER 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:

Raul's Original Mexican and American Food
1109 North Dysart
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.

Arizona Department of Liquor Licenses and Control

LIQUOR LICENSE
APPLICATION FOR LIQUOR LICENSE

Notice: Effective Nov. 1, 1997 [illegible] the day to day operations of the business must attend a Department approved Liquor Law Training Program. [illegible] through the last five years. See page 5 of the Liquor Licensing requirements for [illegible] of all forms required.

SECTION 1 This application is [illegible]
☐ MORE THAN ONE LICENSE
☒ INTERIM PERMIT Complete Section [illegible]
☒ NEW LICENSE Complete Section [illegible]
☐ PERSON TRANSFER (Item 8.1) [illegible] Complete Section 2, 3, 4, [illegible]
☐ LOCATION TRANSFER (Item 8.2) [illegible] Complete Sections 2, 3, [illegible]
☐ PROBATE/WILL ASSIGNMENT [illegible] Complete Sections 2, 3, 4, [illegible]
☐ GOVERNMENT Complete Sections 2, 3, 4, 10, [illegible]

SECTION 2 Type of ownership:
☐ CORPORATION Complete Section 6
☐ LLC/LLP Complete Section 7
☐ PARTNERSHIP Complete Section 8
☐ SOLE PROPRIETOR Complete Section 9
☐ TRUST Complete Section 6
☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE NO. 12073309
1. Type of License(s): Restaurant
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.

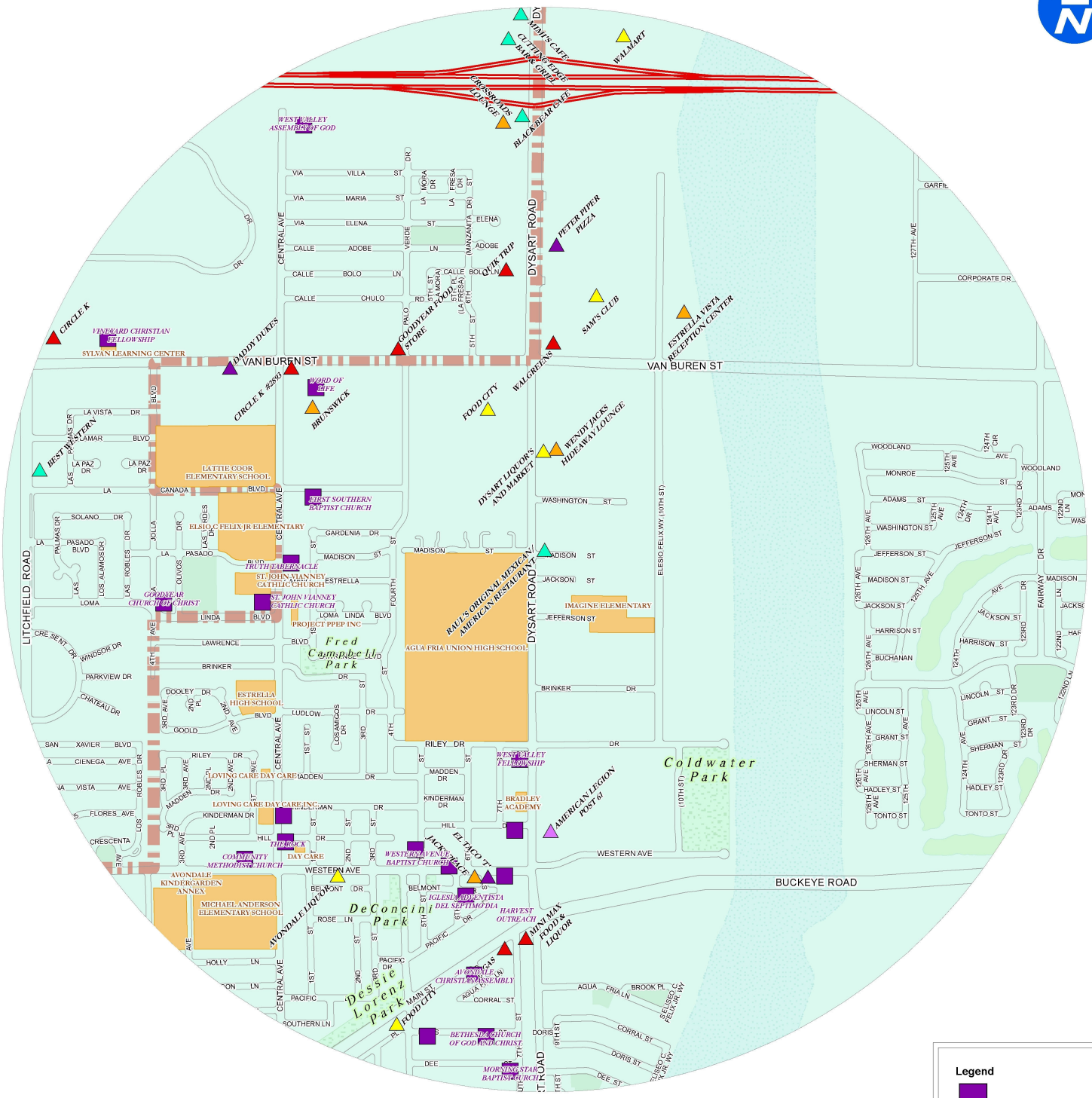
SECTION 4 Applicant
1. Owner/Agent's Name (Insert one name Only. To appear on license): Mr./Ms. SAIAZ (Last) HAYDEE (First) AMADA (Middle)
2. Corp./Partners/Ind.L.L.C. 12th NE LLC (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Raul's Original Mexican and American Food (Exactly as it appears on the exterior of premises)
4. Principal Street Location: 1109 North Dysart (Do not use PO Box Number) Avondale City Maricopa County 85323 Zip
5. Business Phone: 602-565-6248 Daytime Contact: 602-565-6248
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: _____ City _____ State _____ Zip _____
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $ _____ Type _____ $ _____

DEPARTMENT USE ONLY

Fees:	100.00	100.00			72.00	272.00
	Application	Interim Permit	Agent Change	Club	Finger Prints $	TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☑ YES ☐ NO
Accepted by: [illegible] Date 7/12/2011 Lic. # 12073309

July 2010 *Disabled individuals requiring special accommodation, please call (602) 542-9027.



Raul's Original Mexican / American Restaurant
1109 N Dysart Rd
1 Mile Buffer

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

0 500 1,000 2,000 3,000 Feet

Avondale GIS Division of Public Works

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License – Raceway Elks - Octoberfest Charitable Fundraiser

MEETING DATE:
September 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 for a special event liquor license from Gary Bruce on behalf of the Raceway Elks #2852, for a fundraiser event to be held on October 1, 2011 from 5:00 to 11:00 p.m. at the Masonic Temple located at 1015 N 8th Street in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for a special event liquor license from Mr. Gary Bruce, representing the Raceway Elks #2852, to be used in conjunction with a charitable fundraiser.

This event will be held on Saturday, October 1, 2011 from 5:00 p.m. to 11:00 p.m., at the Masonic Temple.

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

Staff reviewed this application 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 have reviewed the security plan and have determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. The most recent event held in June of 2011 revealed no neighborhood disturbances
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
13. Music will be provided by a disc jockey that 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 the request for a special event liquor license from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for a Octoberfest Charitable Fundraiser event to be held on October 1, 2011 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

ATTACHMENTS:

Click to download

- Application
- Review by Departments

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: RACEWAY ELKS #2852
2. Non-Profit/I.R.S. Tax Exempt Number: 80-0132 9241
3. The organization is a: (check one box only)
   - ☐ Charitable
   - ☑ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? OCTOBERFEST CHARITABLE FUND RAISER
5. Location of the event: 1015 N. 8th St AVONDALE MARICOPA 85329
   Address of physical location (Not P.O. Box) | City | County | Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant:** BRUCE (Last) GARY (First) J (Middle) _____ (Date of Birth)
7. Applicant's Mailing Address _____ (Street) _____ (City) _____ (State) _____ (Zip)
8. Phone Numbers: ( ) _____ (Site Owner #) (623) 547 2852 (Applicant's Business #) _____ (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	10-1-11	SATURDAY	5:00 pm	11:00 pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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 4 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 % (Percentage)

Address 1015 N. 8th ST AVONDALE AZ 85329

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 BOTH 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.

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

18. I, DAVID A. KNIA (Print full name) 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 [signature] (Signature) CHAIRPERSON (Title/Position) 4-30-11 (Date) (623) 925-1745 (Phone #)

"OFFICIAL SEAL" Rosie Valdez Notary Public - Arizona Maricopa County My Commission Expires 7/19/2013

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 30th (Day) April (Month) 2011 (Year)

My Commission expires on: 7/19/2013 (Date) [signature] (Signature of NOTARY PUBLIC)

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

19. I, GARY J. BRUCE (Print full name) 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 [signature] (Signature)

"OFFICIAL SEAL" Rosie Valdez Notary Public - Arizona Maricopa County My Commission Expires 7/19/2013

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 30th (Day) April (Month) 2011 (Year)

My commission expires on: 7/19/2013 (Date) [signature] (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, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

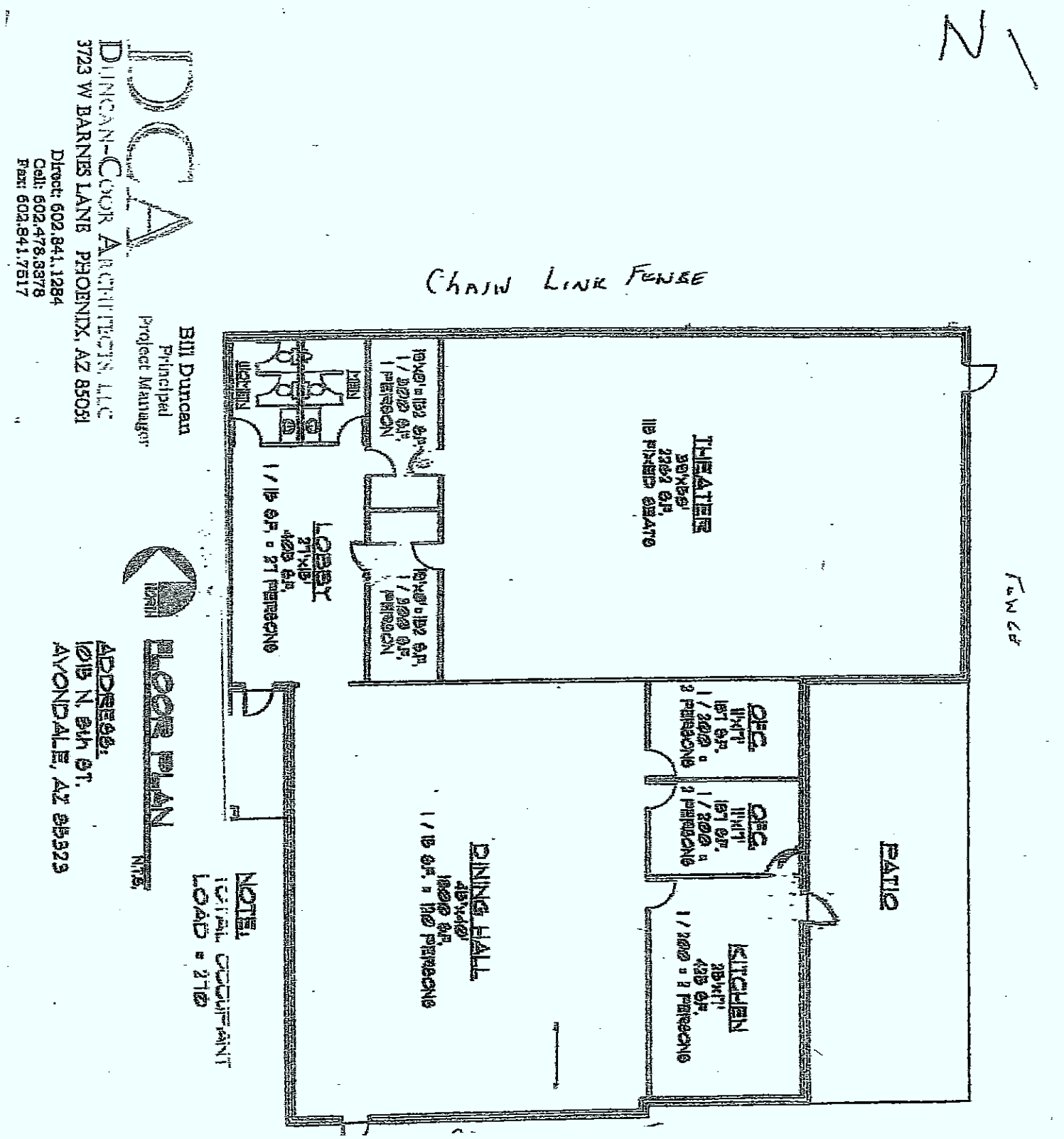
_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

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.



City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:

☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS
EVENT ADDRESS: 1015 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

PURPOSE OF EVENT: OCTOBERFEST FUND RAISER

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

8/9/11
DATE

Chief
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 15, 2011

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:

☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT
☐ FINANCE
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS
EVENT ADDRESS: 1015 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

PURPOSE OF EVENT: OCTOBERFEST FUND RAISER

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Jose G. Ferro
SIGNATURE

8/10/11
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 15, 2011

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:

☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS
EVENT ADDRESS: 1015 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

PURPOSE OF EVENT: OCTOBERFEST FUND RAISER

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

SIGNATURE

Zoning Specialist
TITLE

8/11/11
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 15, 2011

DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 11, 2011

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist 623-333-4022

SUBJECT: Raceway Elks – Octoberfest Fundraiser Event
Series 15 Liquor License – Special Event Liquor License
1015 N 8th St

The site is located on the northeast corner of 8th Street and Jackson Street. The building is existing.

A Series 15 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 site is currently zoned Community Commercial (C-2). A social/private club is permitted with conditions within the C-2 zoning district.

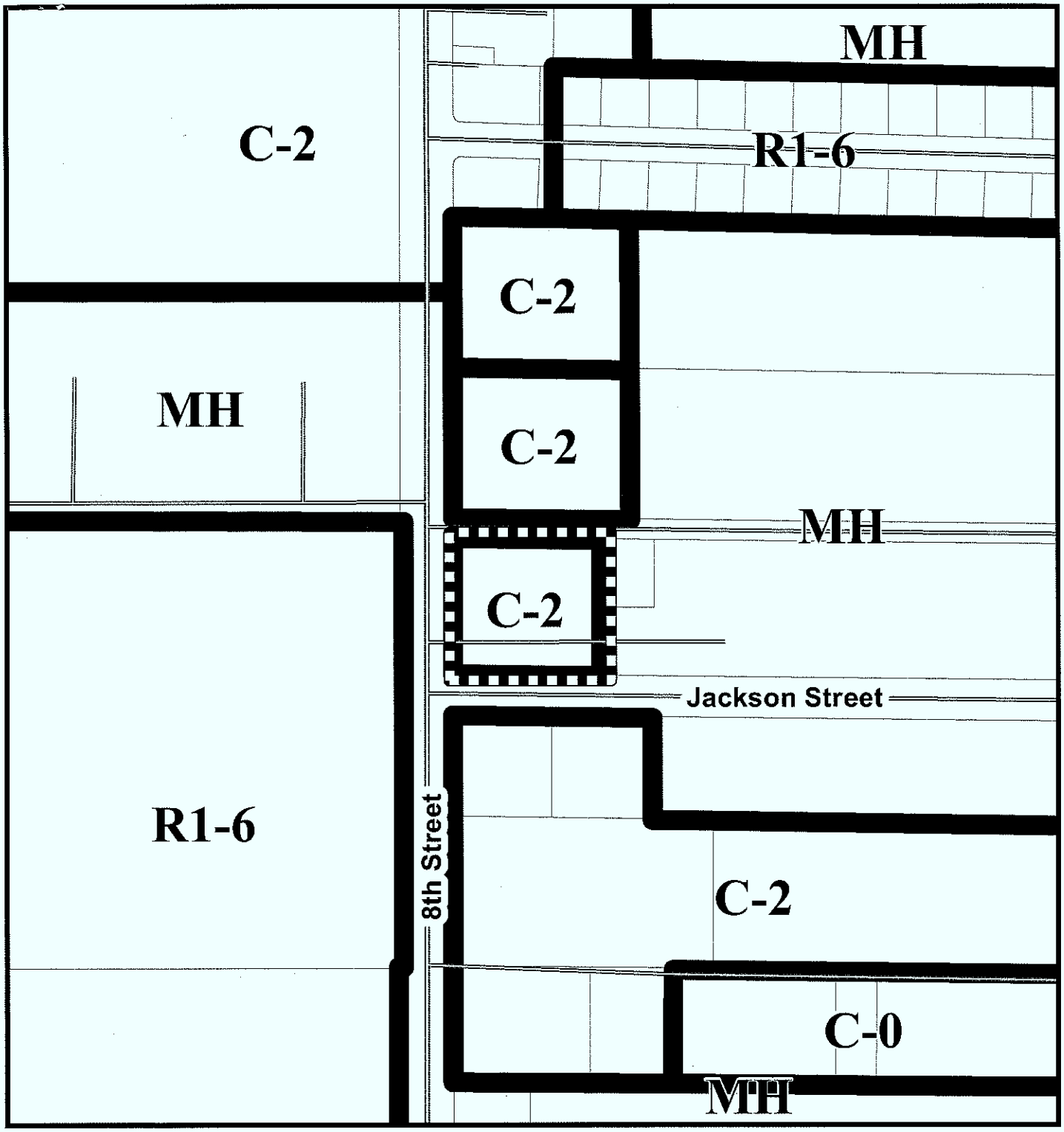
Staff recommends approval of this request.

Attachment: 2010 Aerial Photography
Zoning Vicinity Map

2010 AERIAL MAP

Avondale

Subject Property



Zoning Vicinity Map

Avondale

Subject Property

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:

☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS
EVENT ADDRESS: 1015 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

PURPOSE OF EVENT: OCTOBERFEST FUND RAISER

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Ken Lemmon — **SIGNATURE**

8-9-11 — **DATE**

Chief Building Official — **TITLE**

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 15, 2011

Avondale, Az
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:

☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☒ **FINANCE**
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS
EVENT ADDRESS: 1015 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

PURPOSE OF EVENT: OCTOBERFEST FUND RAISER

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Lisa D Hunsaker
SIGNATURE

8/23/11
DATE

Finance Technician
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 15, 2011

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License - Southwest Community Network

MEETING DATE:
September 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. Michael Harrell on behalf of Southwest Community Network for a special event liquor license to be used in conjunction with a family gathering and fundraiser to be held on Saturday, October 1, 2011 from 11:00 am to 4:00 pm at Festival Fields.

DISCUSSION:

The City Clerk's Department has received an application for a special event liquor license from Mr. Michael Harrell on behalf of Southwest Community Network for a special event liquor license to be used in conjunction with a family gathering and fundraiser to be held on Saturday, October 1, 2011 from 11:00 am to 4:00 pm at Festival Fields.

This event will be held on Saturday, October 1, 2011 from 11:00 am to 4:00 p.m., at Festival Fields in Avondale.

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

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

1. The event will not be open to the general public
2. Criminal history of the applicant - A background check of the representative, Mr. Michael Harrell, revealed no contact with the Avondale Police Department
3. The event is a fundraiser to benefit the Kongo Riderz Motorcycle Club and the causes they support
4. Security measures taken by the applicant - The Police Department have reviewed the security plan and have determined it to be sufficient
5. Beer will be sold
6. Beer will be dispensed in disposable cups
7. This is the first time the organizer has applied for a special event liquor license in Avondale
8. Event activities will be confined to Festival Fields. Due to the park's location there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last five hours
10. Sanitary facilities are available at Festival Fields
11. Zoning is AG and Development Services staff has indicated that the proposed use will not

result in incompatible land uses
12. Anticipated total daily attendance is 100
13. Music will be provided by a disc jockey that will use his own sound amplification system
14. Per the Police and Engineering Departments, traffic control measures will not be necessary

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Michael Harrell on behalf of Southwest Community Network for a special event liquor license to be used in conjunction with a family gathering and fundraiser to be held on Saturday, October 1, 2011 from 11:00 am to 4:00 pm at Festival Fields.

ATTACHMENTS:

Click to download

- Application
- Review by Departments

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day, for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

DEPT USE ONLY
LIC#

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

1. Name of Organization: SOUTHWEST COMMUNITY NETWORK
2. Non-Profit/I.R.S. Tax Exempt Number: 86-0516609
3. The organization is a: (check one box only)
   - ☑ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? FAMILY GATHERING AND FUNDRAISER
5. Location of the event: 101 W. LOWER BUCKEYE RD AVONDALE MARICOPA 85323
   Address of physical location (Not P.O. Box) | City | County | Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: HARRELL (Last) MICHAEL (First) ANDRE (Middle) _____ (Date of Birth)
7. Applicant's Mailing Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)
8. Phone Numbers: ( ) _____ (Site Owner #) (602) 881-9196 (Applicant's Business #) _____ (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	10 OCT 11	SAT	11 AM	4 pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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 Ø 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 Alcoholic Beverage Sales.

Name	Address	Percentage
SOUTHWEST COMMUNITY NETWORK	289 N. LITCHFIELD RD	25%
	GOODYEAR, AZ 85338	

(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

AREA WILL BE ~~CONED~~ MH CONED OFF

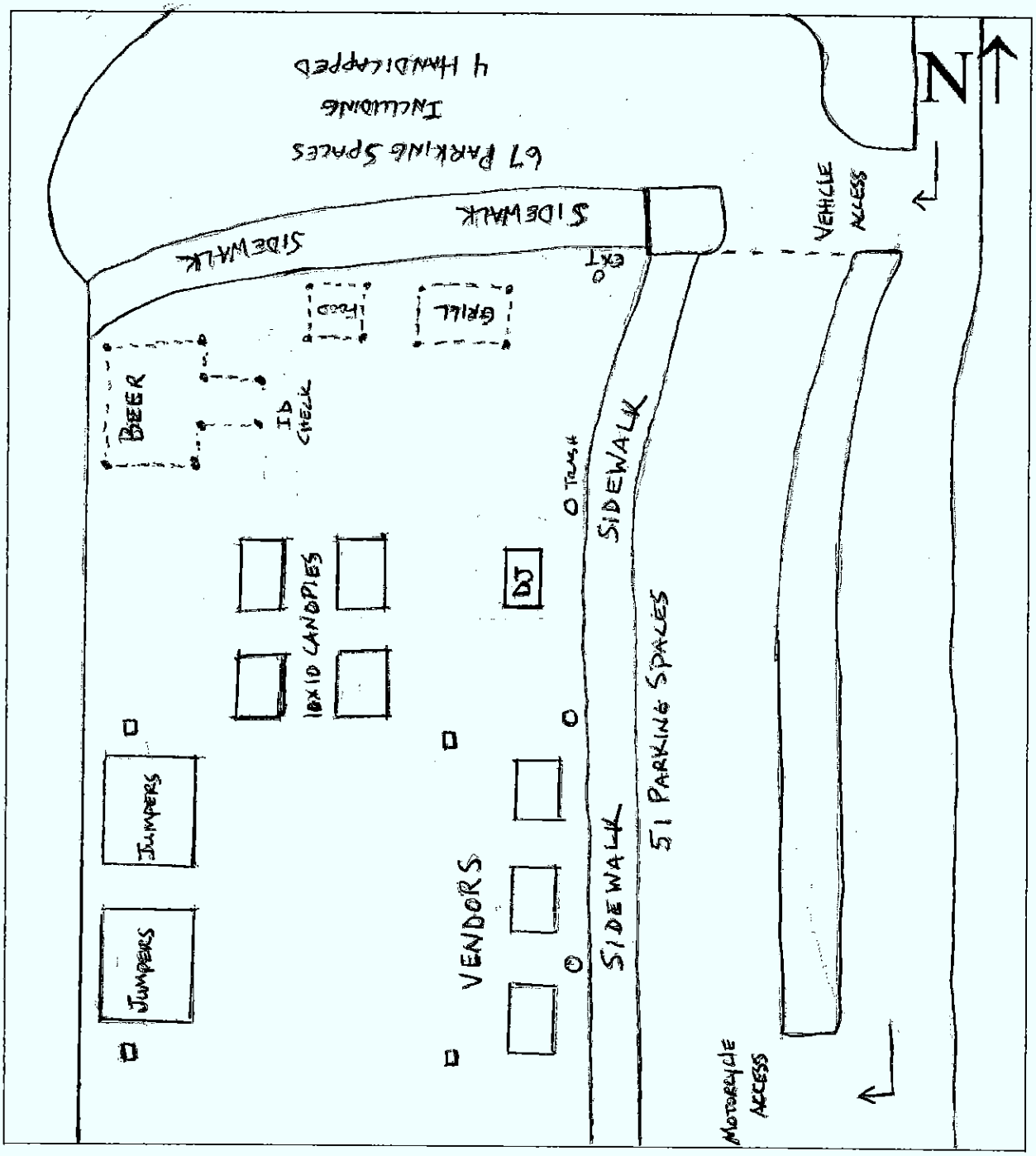
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ (_____) _____
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 <u>must</u> be completed with this application)

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



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

18. I, Julie Ann Ebersole (Print full name), 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 Julie Ann Ebersole (Signature) Secretary (Title/Position) 3/4/11 (Date) 623-694-9302 (Phone #)

OFFICIAL SEAL
SUZANNE BERNHARDT
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 22, 2011

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 4th (Day) March (Month) 2011 (Year)

My Commission expires on: July 22, 2011 (Date) Suzanne Bernhardt (Signature of NOTARY PUBLIC)

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

19. I, MICHAEL A. HARRELL (Print full name), 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 (Signature)

OFFICIAL SEAL
SUZANNE BERNHARDT
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 22, 2011

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 4th (Day) March (Month) 2011 (Year)

My commission expires on: July 22, 2011 (Date) Suzanne Bernhardt (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application 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)

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:

☐ DEVELOPMENT SERVICES
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☒ POLICE DEPARTMENT

APPLICANT'S NAME: MICHAEL A. HARRELL

ORGANIZATION'S NAME: KONGO RIDERZ MC

EVENT ADDRESS: 101 W. LOWER BUCKEYE ROAD
CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EVENT: FAMILY PICNIC AND FUND RAISER

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Police Chief
TITLE

8/25/11
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **SEPTEMBER 6, 2011**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2011

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:

☐ DEVELOPMENT SERVICES
☒ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ POLICE DEPARTMENT

APPLICANT'S NAME: MICHAEL A. HARRELL

ORGANIZATION'S NAME: KONGO RIDERZ MC

EVENT ADDRESS: 101 W. LOWER BUCKEYE ROAD
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: FAMILY PICNIC AND FUND RAISER

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jane G. Gomez
SIGNATURE

8/25/11
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2011

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:

☒ DEVELOPMENT SERVICES
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ POLICE DEPARTMENT

APPLICANT'S NAME: MICHAEL A. HARRELL

ORGANIZATION'S NAME: KONGO RIDERZ MC

EVENT ADDRESS: 101 W. LOWER BUCKEYE ROAD
CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EVENT: FAMILY PICNIC AND FUND RAISER

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

8/24/2011
DATE

Planner II
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **SEPTEMBER 6, 2011**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2011

DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 24, 2011

TO: Carmen Martinez, City Clerk

PREPARED BY: Eric Morgan, Planner II 623-333-4017

SUBJECT: Kongo Riderz MC – Family Picnic and Fund Raiser
Series 15 Liquor License – Special Event Liquor License
101 W. Lower Buckeye Road (Festival Fields)

The site is located at Festival Fields, south Lower Buckeye Road and west of the Municipal Operations Service Center (MOSC).

A Series 15 Liquor License is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area, per A.R.S. 4-207.B.

The General Plan designates the property as Employment. The site is currently zoned Agricultural (AG). Parks and public recreation area is a permitted use in the AG Zoning District.

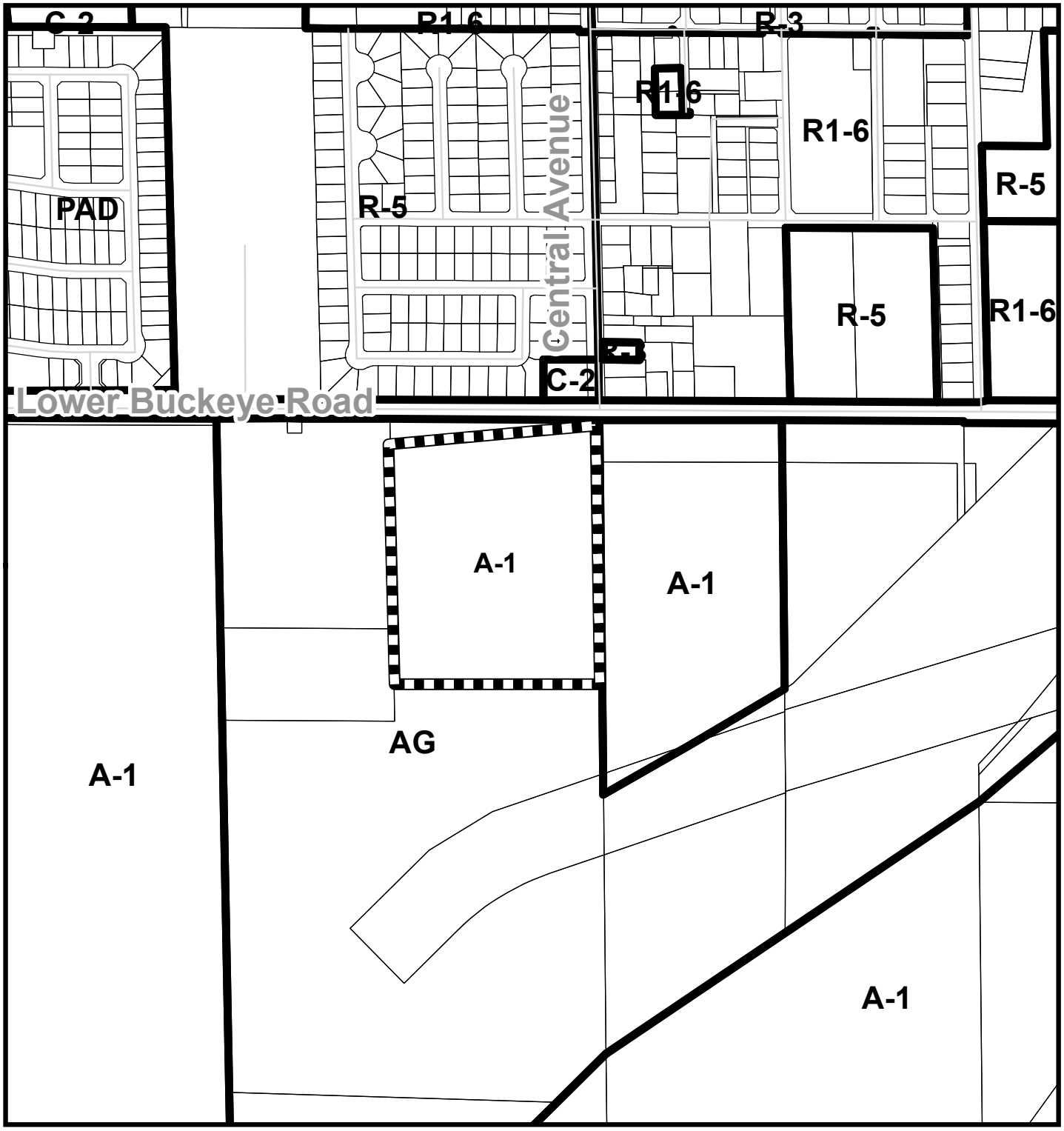
Staff recommends approval of this request.

Attachment: 2011 Aerial Photography
Zoning Vicinity Map

2011 AERIAL MAP

Avondale

Subject Property



Zoning Vicinity Map

Avondale

Subject Property

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:

☐ DEVELOPMENT SERVICES
☐ FIRE DEPARTMENT
☒ FINANCE DEPARTMENT
☐ POLICE DEPARTMENT

APPLICANT'S NAME: MICHAEL A. HARRELL

ORGANIZATION'S NAME: KONGO RIDERZ MC

EVENT ADDRESS: 101 W. LOWER BUCKEYE ROAD
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: FAMILY PICNIC AND FUND RAISER

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jesse A Hall
SIGNATURE

8/25/11
DATE

Prin. Tax Auditor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2011

CITY COUNCIL REPORT

SUBJECT:
Liquor License Permanent Extension of Premises - Screwballs Wings-Pizza-N-Things

MEETING DATE:
September 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. Tracy Custar for a permanent extension of premises for his Series 12 restaurant license to sell all spirituous liquors at Screwballs Wings-Pizza-N-Things located at 965 East Van Buren Street, Suites 124 and 125 in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Tracy Custar for an extension of premises to his currently valid Series 12 Restaurant License to sell all spirituous liquors. Mr. Custar recently expanded his location to include the suite next door to provide additional seating.

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

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Tracy Custar for a permanent extension of premises for his Series 12 restaurant license to sell all spirituous liquors at Screwballs Wings-Pizza-N-Things located at 965 East Van Buren Street, Suites 124 and 125 in Avondale.

ATTACHMENTS:

Click to download

- Application
- Review by Departments

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☒ Permanent change of area of service – Give specific purpose of change: INCREASE SIZE OF BUSINESS BY OCCUPYING SUITE NEXT DOOR, WHICH DOUBLES MY SEATING FOR DINING.

☐ Temporary change for date(s) of: _____

1. Licensee's Name: CUSTAR (Last) TRACY (First) LEE (Middle)
2. Mailing Address: _____ City _____ State _____ Zip
3. Business Name: SCREWBALLS **LICENSE #:** 12077951
4. Business Address: 965 E. VAN BUREN ST #124-125 AVONDALE (City), MARICOPA (COUNTY), AZ (State) 85323 (Zip)
5. Business Phone: (623) 882-1222 Residence Phone: ( ) _____
6. Do you understand Arizona Liquor Laws and Regulations? ☒ YES ☐ NO **FAX #** ( ) _____
7. Have you received approved Liquor Law Training? ☐ NO ☒ YES When? JULY 2008
8. What security precautions will be taken to prevent liquor violations in the extended area? CONTINUE TO ENFORCE LAWS IN ESTABLISHMENT.
9. Does this extension bring your premises within 300 feet of a church or school? ☐ YES ☒ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

******After completing sections 1-9, take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

_____ (Authorized Signature) _____ (Title) _____ (Agency)

I, TRACY LEE CUSTAR (Print full name), being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X _____ (Signature of Owner or Agent)

State of ARIZONA County of MARICOPA
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
24 (Day) Aug (Month) 2011 (Year)

Maria L James
Notary Public - Arizona
Maricopa County
My Commission Expires
October 18, 2012

My commission expires on: _____

Maria L James
(Signature of NOTARY PUBLIC)

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: _____

Director Signature required for Disapprovals _____ Date: _____

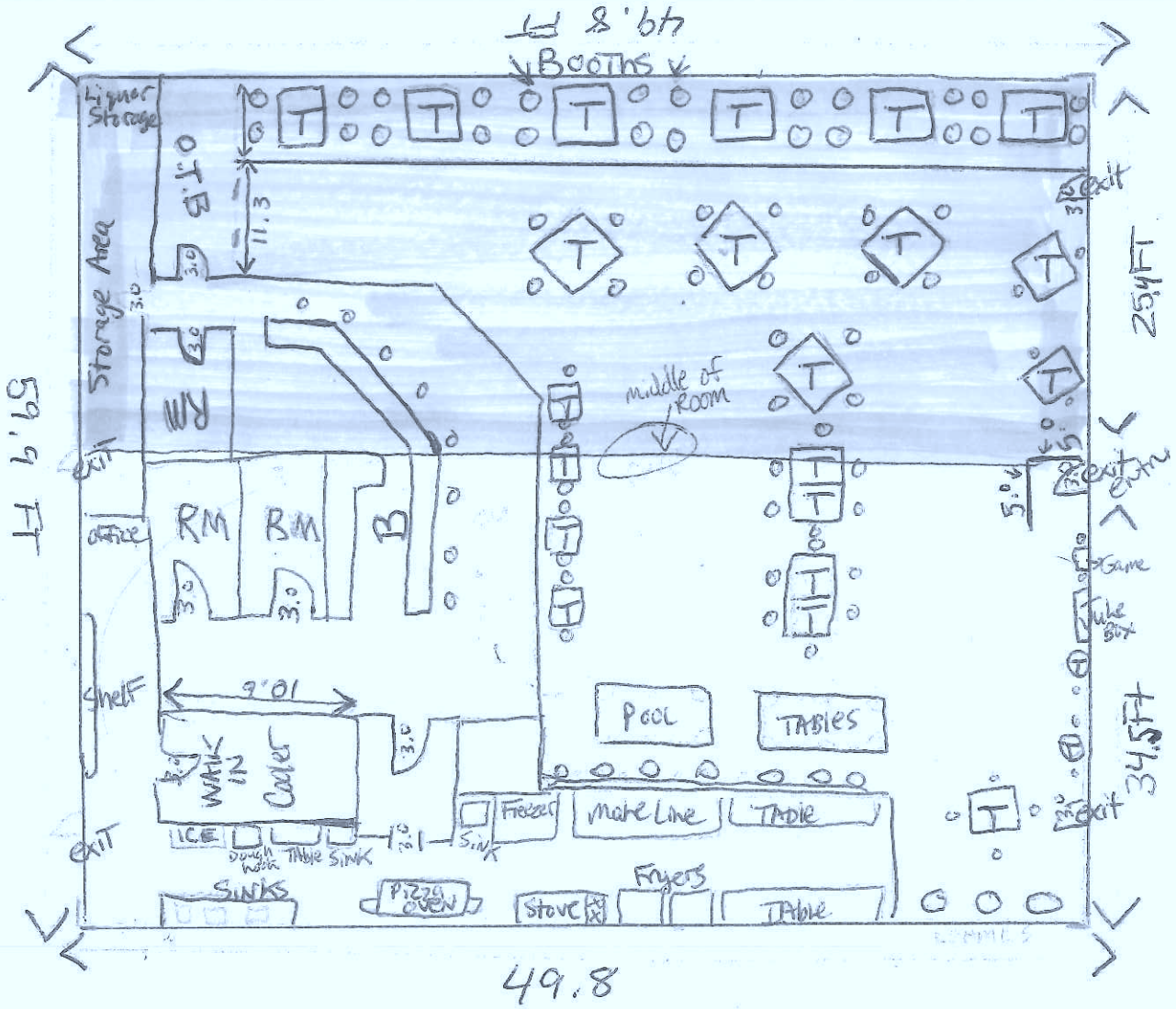
LIC 0105 05/2009 ***Disabled individuals requiring special accommodation, please call the Department(602) 542-9027.**

T = TABLE

B = BAR

RM = Rest Room

■ – REPRESENTS EXPANSION



Screwballs expansion

Aug, 24, 2011

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☐ LIQUOR LICENSE SERIES #7
- ☒ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT
- ☐ FINANCE DEPARTMENT
- ☒ POLICE DEPARTMENT

APPLICANT'S NAME: TRACY LEE CUSTAR

BUSINESS NAME: SCREWBALLS WINGS/PIZZA

ADDRESS: 965 E. VAN BUREN ST. #124-125
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

8/25/11
DATE

PO/CO
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 25, 2011

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☐ LIQUOR LICENSE SERIES #7
- ☒ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☐ DEVELOPMENT SERVICES
- ☒ FIRE DEPARTMENT
- ☐ FINANCE DEPARTMENT
- ☐ POLICE DEPARTMENT

APPLICANT'S NAME: TRACY LEE CUSTAR

BUSINESS NAME: SCREWBALLS WINGS/PIZZA

ADDRESS: 965 E. VAN BUREN ST. #124-125
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jane G. Gomez
SIGNATURE

8/25/11
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 25, 2011

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☐ LIQUOR LICENSE SERIES #7
- ☒ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☒ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT
- ☐ FINANCE DEPARTMENT
- ☐ POLICE DEPARTMENT

APPLICANT'S NAME: TRACY LEE CUSTAR

BUSINESS NAME: SCREWBALLS WINGS/PIZZA

ADDRESS: 965 E. VAN BUREN ST. #124-125
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

E. Mg
SIGNATURE

8/25/2011
DATE

Planner II
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 25, 2011

DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 25, 2011

TO: Carmen Martinez, City Clerk

PREPARED BY: Eric Morgan, Planner II 623-333-4017

SUBJECT: Screwballs Pizza/Wings – Extension of Premises
Series 12 Liquor License – Restaurant On-Sale Liquor License
965 W. Van Buren Street

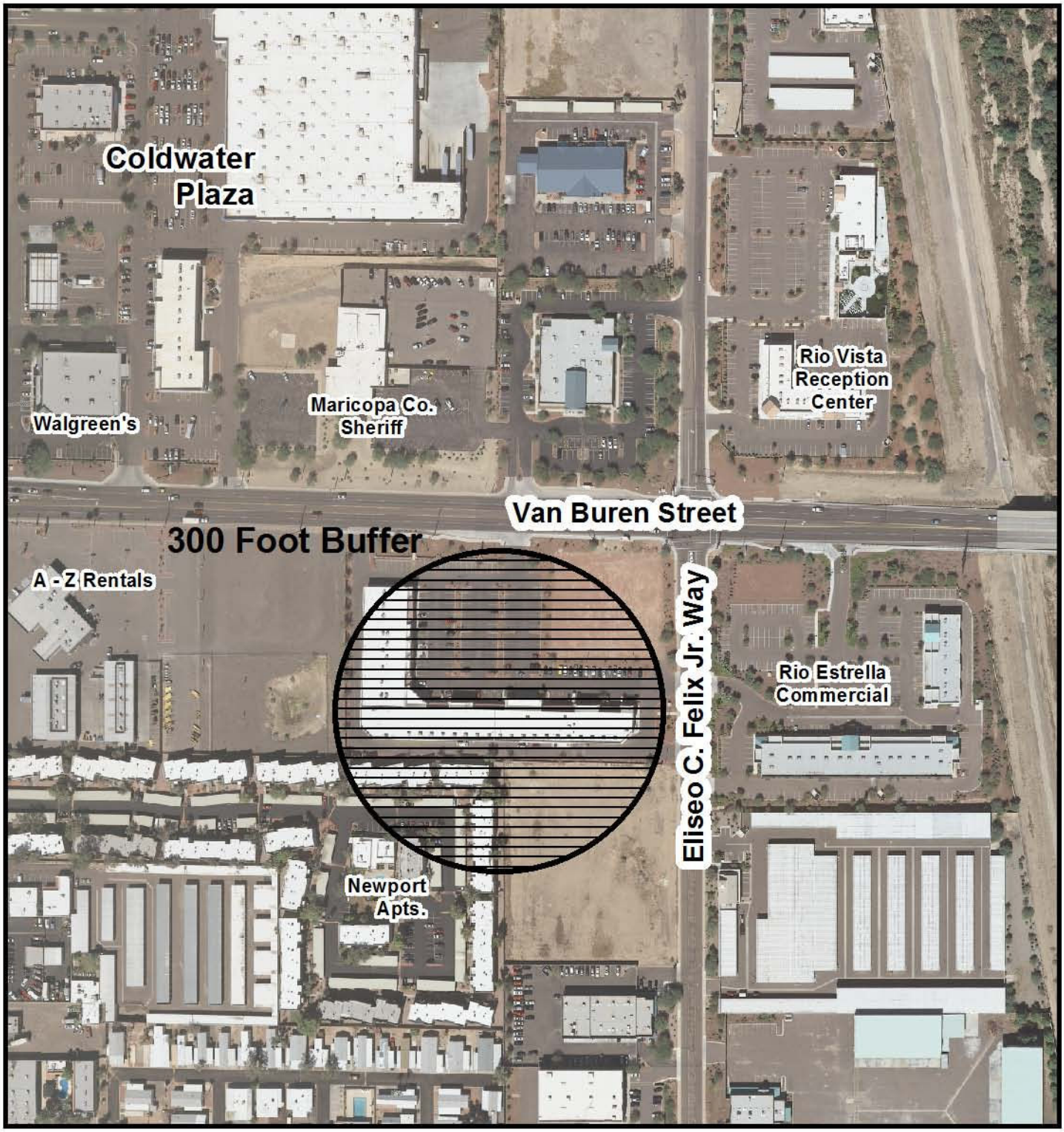
The site is located southwest of the southwest corner of Van Buren Street and Eliseo C. Felix Jr. Way, in the Fabric Depot Plaza.

A Series 12 Liquor License requires a minimum separation of 300 feet from places of worship, public and private schools, and fenced school recreational areas, per A.R.S. 4-207.A. The expansion of a premises with a Series 12 Liquor License must also meet this requirement. There are no churches, schools, or fenced school recreation yards operating within 300 feet of the proposed expanded premises.

The General Plan designates the property as Commercial. The site is currently zoned Community Commercial (C-2). Restaurant without a drive-thru is a permitted use in the C-2 Zoning District.

Staff recommends approval of this request.

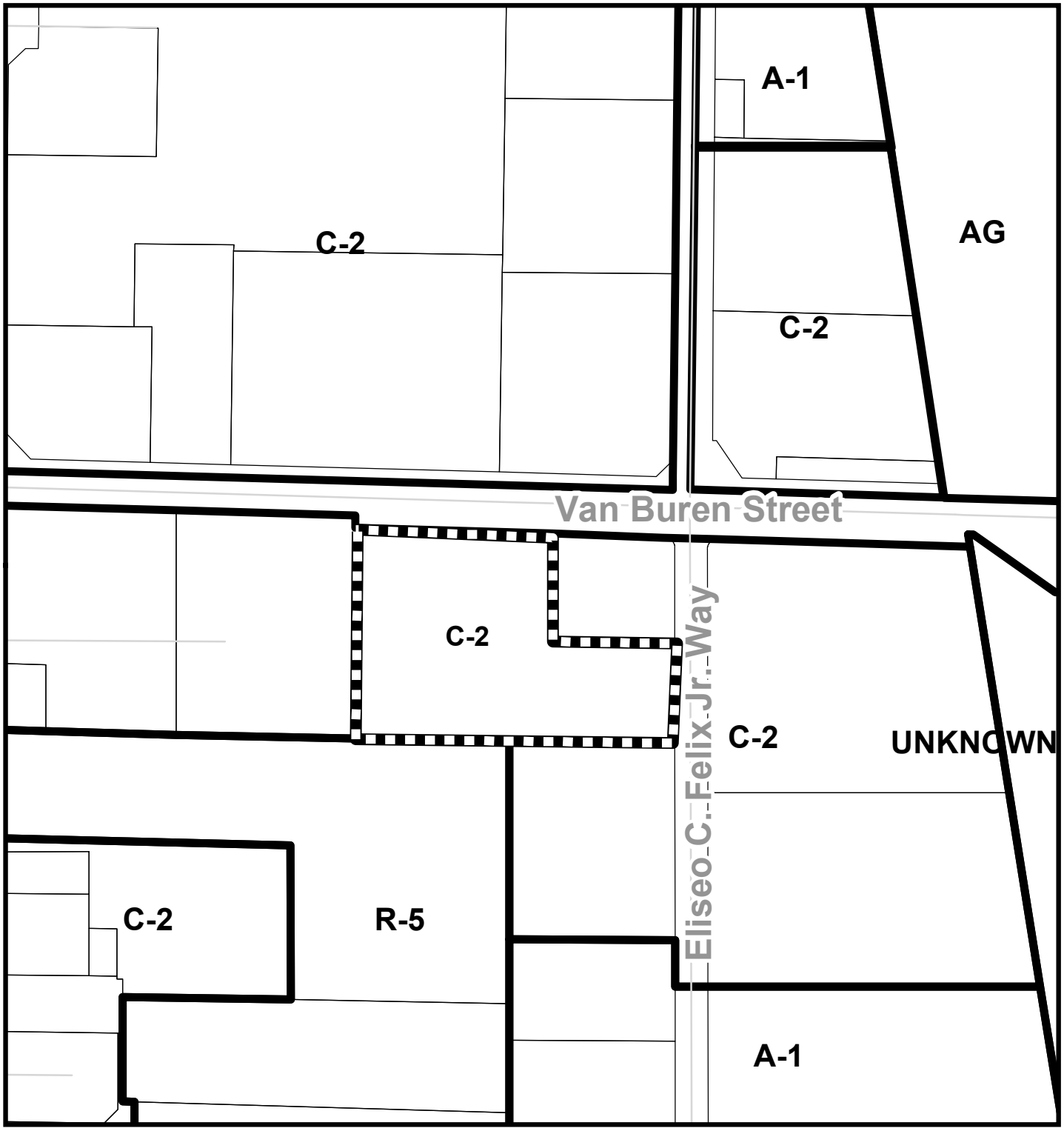
Attachment: 2011 Aerial Photography
Zoning Vicinity Map



2011 AERIAL MAP

Avondale

Subject Property



Zoning Vicinity Map

Avondale

Subject Property

N

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☐ LIQUOR LICENSE SERIES #7
- ☒ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT
- ☒ FINANCE DEPARTMENT
- ☐ POLICE DEPARTMENT

APPLICANT'S NAME: TRACY LEE CUSTAR

BUSINESS NAME: SCREWBALLS WINGS/PIZZA

ADDRESS: 965 E. VAN BUREN ST. #124-125
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Lisa B Hall
SIGNATURE

8/25/11
DATE

Div. Fin. Auditor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 25, 2011

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Goodyear Tire & Rubber Co.

MEETING DATE:
September 6, 2011

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director, 623-333-4747

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a cooperative purchasing agreement with the Goodyear Tire & Rubber Company to purchase tires, tubes and related materials for a total amount not to exceed $190,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the State of Arizona entered into a contract with the Goodyear Tire & Rubber Company to supply tires, tubes and related materials. The term of the State's initial contract is through September 30, 2011. After expiration of the initial term, this agreement may be renewed for up to three successive one-year terms. For the remaining period of the initial term, the City estimates expenses at $10,000. The annual aggregate amount for each renewal term is estimated not to exceed $60,000. Staff is seeking authorization for a total amount not to exceed $190,000 and authorization to renew the cooperative agreement if and when the State renews its agreement.

DISCUSSION:

In order to properly maintain City vehicles and equipment, fleet services must purchase parts, supplies and services from qualified vendors. The Goodyear Tire and Rubber Company is a current registered vendor with the City and has satisfactorily supplied the City with parts and service in the past.

BUDGETARY IMPACT:

Staff estimates approximately $60,000 in expenditures for necessary tires, tubes, and related materials per fiscal year, for a cumulative total for the contract period not to exceed $190,000. Funding is available in the approved City budget.

RECOMMENDATION:

Staff recommends that the City Council approve a coopeative purchasing agreement with the Goodyear Tire & Rubber Company to purchase tires, tubes and related materials for a total amount not to exceed $190,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

ATTACHMENTS:

Click to download

- Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GOODYEAR TIRE & RUBBER CO.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of September 6, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Goodyear Tire & Rubber Co., an Ohio corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the State of Arizona (the "State"), entered into Contract No. ADOT11-000441 dated October 1, 2010, as amended (collectively, the "State Contract") for the Vendor to provide tires and related materials. A copy of the State 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 State Contract at its discretion and with the agreement of the awarded Vendor. The State 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 State Contract, (ii) establishing the terms and conditions by which the Vendor may provide the City with tires, tubes and other related materials, as more particularly set forth in Section 2 below (the "Materials") on an "as-required" basis and (iii) setting the annual 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 are 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 September 30, 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 three successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year (ii) the term of the State Contract has been extended pursuant to its renewal options and (iii) the City has delivered to the Vendor, at least 30 days prior to the expiration of either the Initial Term or any of the Renewal Terms, written notification of the City's intention to extend this Agreement. 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.

2. Purchase of Materials. This is an indefinite quantity and indefinite delivery Agreement for Materials under the terms and conditions of the State 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 (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B, and incorporated herein by reference. Materials Orders submitted without referencing this Agreement and the State Contract will be subject to rejection. By signing this Agreement, Vendor acknowledges and agrees that Materials Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the State 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. For the Initial Term, the City shall pay Vendor an aggregate amount not to exceed $10,000.00 for Materials at the unit rates as set forth in the State Contract. Thereafter, for each subsequent Renewal Term, if any, the City shall pay the Vendor an annual aggregate amount not to exceed $60,000.00 for the Materials at the unit rates as set forth in the State Contract. The maximum aggregate amount for this Agreement shall not exceed $190,000.00.

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 (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all Materials delivered and accepted to date. The invoice statement shall include a record materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State 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 Maricopa County, 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 State Contract, the documents shall govern in the order listed in this sentence. 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 State 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 State 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 State under the State 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.

[SIGNATURES ON THE FOLLOWING PAGES]

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

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

(affix notary seal here)

"**Vendor**"

GOODYEAR TIRE & RUBBER, CO.,
an Ohio corporation

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of GOODYEAR TIRE & RUBBER CO., an Ohio corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GOODYEAR TIRE & RUBBER CO.

[State Contract]

The documents listed on the following pages comprise the State Contract and are incorporated herein by reference.

Master Blanket Purchase Order ADOT11-000441

Header Information

Purchase Order Number:	ADOT11-000441	**Release Number:**	0	**Short Description:**	Tires and Tubes including Drive In Services
Status:	3PS - Sent	**Purchaser:**	Susanna Hernandez	**Receipt Method:**	Quantity
Fiscal Year:	2011	**PO Type:**	Blanket	**Minor Status:**	
Organization:	Arizona Department of Transportation				
Department:	0140 - Procurement	**Location:**	005C - Commodities	**Type Code:**	Statewide
Alternate ID:		**Entered Date:**	09/30/2010 04:44:51 PM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	No
Contact Instructions:		**Tax Rate:**		**Actual Cost:**	$22,821.30
Master Blanket/Contract End Date (Maximum):	09/30/2011 11:59:00 PM				
Project No.:					
Special Purchase Types:					
PIJ NUMBER:					
Attachments:	Request for Proposal ADOT10-00000086, Insurance Good Year, Goodyear Insurance 2, Evalution Documents, Goodyear Pricing, Goodyear Contract Documents, Goodyear Price List thru 9-30-11, Goodyear 2010 Federal Open Market State Price Book, Dealer Listing sorted by City 11-30-10, Goodyear Auto and Umbrella Liability Insurance 2-1-2012, Goodyear Workmans Comp Insurance 1-1-2012				

Primary Vendor Information & PO Terms

Vendor:	000000003 - GOODYEAR TIRE & RUBBER CO Jeff Goodenow 1144 East Market St Akron, OH 44316 US Email: jsgoodenow@goodyear.com	**Payment Terms:**	Net 30	**Shipping Method:**	
		Shipping Terms:	F.O.B., Destination	**Freight Terms:**	

Phone: (330)796-7992
FAX: (330)796-3404

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to jeanne.oberdier@goodyear.com at 09/30/2010 04:52:38 PM	10/01/2010 04:42:09 AM
Change Order 2	Emailed to jeanne.oberdier@goodyear.com at 01/13/2011 10:33:01 AM	01/13/2011 12:10:23 PM
Change Order 1	Emailed to jeanne.oberdier@goodyear.com at 01/13/2011 10:31:00 AM	
Change Order 3	Emailed to jeanne.oberdier@goodyear.com at 04/19/2011 03:25:39 PM	06/15/2011 06:11:40 AM
Change Order 4	Emailed to jsgoodenow@goodyear.com at 06/15/2011 08:55:47 AM	

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000000003	13402532400	GOODYEAR TIRE & RUBBER CO	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 10/01/2010 **Master Blanket/Contract End Date:** 09/30/2011

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$4,941.18	$0.00

Item Information

Print Sequence # 4.0, Item # 4: Contracted Catalog Tire Purchases 3PS - Sent

NIGP Code: 863-05
Tires and Tubes, Passenger Vehicles

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Print Sequence # 7.0, Item # 1: 7.50x16 Bias 10 PLY Trailer Type Tire 3PS - Sent

NIGP Code: 863-42
Flaps and O-Rings, Tire

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	30.0	$112.41	EA - Each	0.00	$0.00		$0.00	$3,372.30

Manufacturer: Brand: Model:

Make: Packaging:

Print Sequence # 8.0, Item # 2: 225/70R19.5 14 PLY Semi Agressive 3PS - Sent

NIGP Code: 863-10
Tires and Tubes, Medium Truck and Bus

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	60.0	$265.00	EA - Each	0.00	$0.00		$0.00	$15,900.00

Manufacturer: Brand: Model:

Make: Packaging:

Print Sequence # 9.0, Item # 3: 225/75R15 D Rated Trailer Tire 3PS - Sent

NIGP Code: 863-30
Tires and Tubes, Misc. (Not Otherwise Listed)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	50.0	$70.98	EA - Each	0.00	$0.00		$0.00	$3,549.00

Manufacturer: Brand: Model:

Make: Packaging:

Exit

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EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GOODYEAR TIRE & RUBBER CO.

[Materials Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - KRML-KRN 2 "DI" 4, L.L.C.

MEETING DATE:
September 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 Professional Services Agreement between the City of Avondale (the City) and KRML-KRN 2 "DI" 4 (KRML-KRN) to allow KRML-KRN to operate a food concession out of the Civic Center Library concession area and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

On June 16, 2008 the City entered into a Professional Services Agreement (PSA) with DJ Kastelco, LLC (Kastelco) for the design, construction, installation and operation of two (2) Food Service venues, providing vending services at the City of Avondale Civic Center Library and the Sam Garcia Library. The PSA was awarded to Kastelco through a competitive bid (RFQ) process.

The concession operation was not successful at the Sam Garcia Library and closed within six (6) months. The concession operation at the Civic Center library was more profitable than the operation at Sam Garcia, but Kastelco still struggled to have a profitable operation. On May 16, 2011 Kastelco released all interest in the City Library concession operations and officially requested to cancel the agreement with the City.

Under the provisions of the agreement either party may terminate the agreement with 30 days written notice.

DISCUSSION:

Staff has issued two (2) separate RFQ's for the concession operation. There has not been much interest in the Library concession operation.Staff would like to consider an alternate process to secure a vendor for the space. In the interim, staff would like Diane Tanner of KRML-KRN 2 DI 4 to operate the concession on a month to month basis until a permanant vendor is selected.

Diane Tanner was the manager of the Civic Library Concession for Kastelco, and can operate the concession under her own business license as the owner of KRML-KRN. Customer comments have improved overall since Diane has been the manager of the library concession operation.

Staff request that KRML-KRN be awarded the temporary agreement and change the lease payment from a flat fee to 5% of gross sales. The lease payment change is suggested to improve the chances of success based on a 2 year operation history. The flat fee will provide the contractor the opportunity to operate during slower periods. The city is projected to receive the same amount from the agreement on an annual basis.

BUDGETARY IMPACT:

All provisions of the original contract will remain in place with the exception of the lease payment. The lease payment will be changed from a flat fee to 5% of gross sales. Staff from PRLD and KRML-KRN will reconcile the payment at the beginning of each month.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement between the City of Avondale (the City) and KRML-KRN 2 "D" 4, L.L.C for the operation of the food concession out of the Civic Center Library and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

- PSA

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KRML-KRN 2 "DI" 4, L.L.C.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of September 6, 2011 between the City of Avondale, an Arizona municipal corporation (the "City") and Krml-Krn 2 "DI" 4, L.L.C., a Wyoming limited liability company (the "Contractor").

RECITALS

A. The City is in need of an operator for a food service venue, providing vending services (the "Services") at the Civic Center Library (the "Civic Center") located at 11350 West Civic Center Drive, Avondale, Arizona.

B. The Contractor has experience in providing the Services to the City and pursuant to Avondale City Code, Section 25-23 the City has determined that the Contractor is the reasonable and practical source to provide the Services.

C. The City desires to enter into an Agreement with the Contractor to provide the 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 are 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 until September 6, 2012 ("the Initial Term"). This Agreement may be extended for up to three successive one-year terms if the following conditions are met: (i) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests in writing to extend the Agreement for an additional one year term (the "Renewal Request") and (ii) the City approves the additional one-year term in writing, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement will cause the Agreement to terminate at the end of the then-current term of this Agreement provided, however, that the City may, at its discretion and with the agreement of the Contractor elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated by reference.

3. Compensation. The Contractor shall pay the City five percent (5%) of the Contractor's gross sales derived from the Services provided at the Civic Center.

4. Payments. The Contractor shall pay the City monthly, based upon the monthly amount as stated in Section 3 above.

5. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

6. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

7. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement.

8. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

9. Insurance.

9.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona

with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect

to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

i. Evidence of Insurance. Contractor shall furnish the City with suitable evidence of insurance in the form of certificate(s) of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificate(s) of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a 'claims made" basis, coverage shall extend for two years past Final Completion and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the above-cited policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability

of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

9.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

9.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

10. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and 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 suit pertaining to this Agreement may be brought only in courts in the Maricopa County, Arizona.

11. Termination; Cancellation.

11.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

11.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

11.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

11.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

11.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of any economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

12. Miscellaneous.

12.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The

Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

12.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (A) existing and future City and County ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration ("OSHA") standards.

12.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

12.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will 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 Agreement will promptly be physically amended to make such insertion or correction.

12.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

12.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, 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 Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

12.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.10 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.11 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.12 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below and (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.
If to Contractor:	Krml-Krn 2 "DI" 4, L.L.C. 21170 W. Sunrise Ave Buckeye, Arizona 85326 Attn: Diane Tanner

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage and (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

12.15 Records and Audit Rights. Consultant's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant's employees who perform any work or services pursuant to this Agreement to ensure that the Consultant is complying with the warranty under subsection 12.16 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 Consultant'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 Consultant's compliance with the Arizona employer sanctions laws referenced in subsection 12.16 below. To the extent necessary for the City to audit

Records as set forth in this subsection, Consultant hereby waives 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, 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 Consultant pursuant to this Agreement. Consultant shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant reasonable advance notice of intended audits.

12.16 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant 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). Consultant'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.

12.17 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant 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 Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above

12.18 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods and services from another source when necessary.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

[SIGNATURES ON THE FOLLOWING PAGES]

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

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

(affix notary seal here)

"**Contractor**"

KRML-KRN 2 "DI" 4, L.L.C.,
a Wyoming limited liability company

By:_____

Name:_____

Its:_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of KRML-KRN 2 "DI" 4, a Wyoming limited liability company, on behalf of the company.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KRM-KRN 2 “DI” 4, L.L.C.

[Scope of Work]

See following pages.

SCOPE OF WORK

The Scope of Work for this Agreement requires the Contractor to operate a food service venue, providing vending services at the City of Avondale Civic Center Library (the "Civic Center") (the "Concession Site"). The Concession Site comprise approximately 600 square feet at the Civic Center location. Vending services provided by the Contractor shall include merchandise sales of non-alcoholic beverage items such as hot and iced coffee, bottled water, juice, hot and iced chocolate drinks, and food items such as bagels, pastry, muffins, fresh fruit, sandwiches, salads, etc. (the "Vending Services"). Food shall be pre-packaged or prepared off-site. No food preparation shall be allowed at the Concession Site. The sale of alcoholic beverages and tobacco is strictly prohibited. The Contractor shall follow all current municipal regulatory and code requirements (Maricopa County Environmental Health Code, Chapter VII). This information is available through the Maricopa County Department of Environmental Services. Environmental Health Codes and Regulations can be reviewed online at:

http://www.maricopa.gov/envsvc/BUSINESS/hlthcode.asp

1. Operation of the Concession Site and Performance of the Vending Services.

a. Contractor shall have proprietary operational rights of the Concession Site during specific hours of operation as determined by the City and Contractor. No other vendor shall be allowed in the Civic Center, with the exception of a special City event. The City recommends the Concession Site be open a minimum of 6-days per week of Vending Services, excluding City holidays. These are minimums, more than minimum Vending Service hours shall remain the discretion of the Contractor (i.e., earlier start time, later closing time, special City events, etc.). Subcontracting of the Concession Site and Vending Services are strictly prohibited.

b. Contractor shall provide a manager who shall be responsible for the performance of the Agreement and remain the Contractor's contact person for the duration of the Agreement (the "Concession Manager"). The Concession Manager shall establish a routine for communications with the Director of Parks, Recreation and Libraries or authorized designee to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Director of Parks, Recreation and Libraries or authorized designee. The Concession Manager shall contact the Director of Parks, Recreation and Libraries or authorized designee to review overall performance, receive special instructions regarding special events, or discuss other pertinent items regarding the Agreement and the Contractor's performance.

c. Contractor shall furnish all merchandise, supplies and materials necessary for the proper performance and operation of the Vending Services at the Concession Site. The Contractor shall not use any material or supplies which the Director of Parks, Recreation and Libraries or authorized designee determines would be unsuitable for the purpose intended, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons.

d. The Concession Site Facility, including service areas and coolers, must bear the stamp of approval by the National Sanitary Foundation, or other official sanctioning

body, and must comply with Maricopa County Environmental Services Department requirements in addition to all other applicable laws, rules and regulations for the operation for a food service concession of this type.

e. Contractor shall provide the Concession Site with a trash receptacles and plastic liners, and each such trash receptacle shall be emptied daily. Each Concession Site must be cleaned and sanitized daily.

f. At the close of business each day, Contractor shall pick-up and dispose of all debris generated by the Vending Services.

g. There shall be no cash left at the Concession Site after closing. Merchandise left at the Concession Site must be secured by the Contractor. The City is not responsible for any merchandise removed after food service stand closes.

h. Advertising shall be prohibited with exception of the food and drink menu, which shall be posted in accordance with the direction of the Director of Parks, Recreation and Libraries or authorized designee.

i. Contractor shall not place any equipment, boxes, ice chests, contrivance or objects outside the established perimeters of the Concession Site.

j. Staffing.

(1) The Contractor shall provide adequate personnel, trained in proper methods and techniques to properly and satisfactorily maintain and operate the Concession Site and perform the Vending Services. Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the City's Director of Parks, Recreation and Libraries or authorized designee shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, Contractor's staff shall have the ability to:

(A) Read, write, speak and understand the English language.

(B) Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.

(C) Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

(2) All Contractors and/or Contractor's employees assigned to a Concession Site shall not have been convicted of a felony or a crime involving moral turpitude in the last ten (10) years. All Contractors and their employees shall agree to submit to any background checks as deemed necessary by the City.

(3) Contractors shall comply fully with all laws, ordinances, rules and regulations of the United States, State of Arizona, County of Maricopa and the City of Avondale, including specific city regulations related to building permits and fees, zoning, use permit stipulations and regulations regarding alcoholic beverages, nuisance abatement, immoral conduct, smoking/non-smoking, privilege and use excise taxes.

(4) At least one employee stationed at the Concession Site during hours of operation shall possess a current Maricopa County Food Manager's card. Additional employees stationed at the Concession Site shall possess a current Maricopa County Food Handler's card.

(5) Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Contractor.

(6) The City reserves the right to require Contractor to remove any personnel from further duty at the Concession Site, without cause and without the right to recover damages by such employee or by the Contractor from the City. The Contractor may appeal employee decisions to the City Manager. The City Manager will make the final determination as to the removal.

(7) No minimum manpower requirements shall be placed on the Contractor in relation to the number of employees required. The Contractor is encouraged to schedule Vending Services for the Concession Site whereby supervision of Contractor's personnel and security of the Concession Site will be maintained at all times. However, consistent "no-shows," as documented by the City, for minimum services as established in the Scope of Work, by a Contractor shall cause the City to review the file and a determination made for default of contract.

(8) Any Contractor missing five (5) consecutive days as outlined in this Scope of Work shall cause the City to review the file and a determination made for default of contract.

k. Prohibited Noises.

(1) The Concession Site shall be located in a professional area where City business is conducted, and workers and visitors are present. As such, the following distractions and annoyances are unacceptable and any occurrences shall result in termination of the Agreement.

(A) Creation of unreasonably loud, disturbing and unnecessary noises.

(B) Noises of such character, intensity or duration as to be detrimental to life and health of any individual or in disturbance of their public peace and welfare.

(C) The sounding or blowing of any horn or signaling devices.

(D) The playing of any radio, amplified music system, phonograph, or any other musical instrument in such manner or with such volume as to annoy or disturb the quiet, comfort, or repose of persons in close proximity or any persons in offices located in the vicinity.

(E) Yelling, shouting, hooting, whistling, or singing so as to annoy or disturb the quiet, comfort, or repose of persons in close proximity or any persons in offices located in the vicinity.

(F) Noise to attract attention, such as a drum, loudspeaker, or other instrument or devise for advertising or other purposes.

l. The Contractor shall conduct his/her operation of the Vending Services and the Concession Site in such a manner that does not damage City property. In the event damage occurs to City of Avondale property or any adjacent property by reason of any Vending Service operations performed under this Agreement, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be charged to the Contractor.

2. Concession Site Lease Payments.

a. Contractor shall lease the Concession Site from the City based upon a lease rate of five percent (5%) of the Contractor's gross sales derived from the Services provided at the Concession Site.

b. In addition to license payments required under this Agreement, transaction privilege, sales, and other taxes at the rate provided by law, shall be paid by the Contractor in addition to any taxes imposed on Contractor's business activities conducted at the Concession Site. Questions pertaining to the applicability of taxes should be directed to the City's Finance and Budget Department, Transaction Privilege Tax Representative, at (623) 333-2016.

CITY COUNCIL REPORT

SUBJECT:
Amendment No. One to the Independent Contractor Agreement - Arizona Community Action Association

MEETING DATE:
September 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 the first amendment to the Independent Contractor with the Arizona Community Action Association (ACAA) to receive up to $106,000 in direct utility assistance for eligible residents who need assistance with their APS or SRP bills or from the Home Energy Assistance Fund (HEAF) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Arizona Community Action Association (ACAA), a state-wide non-profit organization, receives funding from APS, SRP, and other utility providers through the Home Energy Assistance Fund (HEAF) to be allocated to Community Action Agencies to assist eligible residents with the payment of utility bills. The City of Avondale's Community Action Program is eligible to receive up to $106,000 in this assistance for residents. Ten percent of the amount drawn down may used for administrative costs.

DISCUSSION:

The City of Avondale's allocation includes $49,000 in assistance for APS eligible customers, $49,000 in assistance for SRP eligible customers, and $8,000 from the Home Energy Assistance Program which supports other utility providers including Southwest Gas. Residents who need assistance are screened to meet the criteria of this funding source.

BUDGETARY IMPACT:

There is no impact on the General Fund.

RECOMMENDATION:

Staff is requesting that City Council approve the first amendment to the Independent Contractor Agreement with the Arizona Community Action Association (ACAA) to receive up to $106,000 in direct utility assistance for eligible residents who need assistance with their APS or SRP bills or from the Home Energy Assistance Fund (HEAF) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- First Amendment

Arizona Community Action Association

Advocating, Educating and Partnering to Prevent and Alleviate Poverty

Amendment No. One (1) to the 2011-2012
Independent Contractor Agreement
Contract No. 07012011-12

The Arizona Community Action Association, ("ACAA") and **City of Avondale**, ("Contractor") have entered into a ("Agreement") **dated July 13, 2011**, to conduct application intake and eligibility determination for the Arizona Public Service Crisis Bill assistance program.

ACAA and the Contractor agree to allocate additional fund sources in order to expand services to low-income residents who reside in the City of Avondale with utility bill assistance.

Purpose of the Amendment:

To allocate an additional $57,000.00 of Home Energy Assistance Funds and Salt River Project (SRP) Bill Assistance Funds as follows:

Section I. Services & Programs. Section 1.2 Fund Sources:

Fund Source	Direct Service	Program Delivery	Total Allocation	Allowable Activities	Additional Information
Home Energy Assistance Fund	$7,273.00	$727.00	$8,000.00	Utility assistance and utility deposits	• Refer to Exhibit A – Home Energy Assistance Fund Policy Manual for program eligibility. • Refer to Exhibit E & F. • Agency makes utility payment guarantees And payments. Service costs and Program delivery expenses are reimbursed Based on activity reports
Sal River Project (SRP) Bill Assistance	$44,545.00	$4,455.00	$49,000.00	Utility assistance, utility deposit for SRP customers	• Refer to Exhibit A for intake process. • Refer to Exhibit G for program guidelines • Maximum grant amount $600.00 • Agency makes utility payment guarantees and payments. Service costs and program delivery expenses are reimbursed based on activity reports
Total:	**$51,818.00**	**$5,182.00**	**57,000.00**		

Program Documents:

The following Program Documents are attached and are incorporated as part of this amendment that pertain to the fund source eligibility listed in Section 1.2 Fund Sources:

Exhibit A	Home Energy Assistance Fund (HEAF) Policy and Procedures Manual (Effective July 1, 2011 – June 30, 2012)
Exhibit E	Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident Status (HEAF Funds)
Exhibit F	Federal Poverty Poverty Guidelines for FY2011-12
Exhibit G	Salt River Project (SRP) Program Summary

Monthly Reports:

All monthly reports will be submitted to the ACAA Office no later than the 15th of the month for the activity of the month prior.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

In Witness Whereof, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

CONTRACTOR:
City of Avondale

_____

Date:_____

City Clerk

_____

Date:_____

City Attorney

_____

Date:_____

Address:
1007 S. 3rd Street
Avondale, Arizona 85323

Arizona Community Action Association,
an Arizona non-profit Corporation:

By: _____

Name: Cynthia Zwick, Executive Director

Date:_____

Address:
2700 N. 3rd Street, Suite 3040
Phoenix, Arizona 85004
(602) 604-0640
Fax No. (602) 604-0644
Email: czwick@azcaa.org

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Felix Construction Company

MEETING DATE:
September 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 award a const cooperative purchasing agreement with Felix Construction Company for testing the pipes on the Avondale Blvd. Bridge in the amount of $53,906.58 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On 11/22/10, City Council approved a Development Agreement with Phoenix International Raceway (PIR). The City is responsible for the design and construction of water and sewer facilities to serve PIR. Staff are working to provide these facilities in the requested time frame.

DISCUSSION:

When the Avondale Blvd. Bridge was constructed, two pipes were installed under the bridge for future use. They included a 12-inch and 16-inch diameter pipe. Staff wishes to take advantage of the use of these pipes for the PIR water supply and sewage disposal purposes. Staff wishes to confirm that these pipes can be used for this purpose, as the pipes can not be reached from the top of the bridge. This contract will expose the ends of both pipes, recap the ends to ensure that there will not be any leaks during the test, and pressure test the lines to ensure they will be adequate for our use. Staff will also take a sample of the 12-inch pipe to determine if the material can be used for sewerage purposes. Traffic control will be needed on both ends of the bridge, and the pavement will need to be restored after the testing is complete. To expedite this task, the contractor will use a Job Order Contract through City of Peoria. Staff has had experience using this contractor in the past, and they have performed to the satisfaction to the City.

BUDGETARY IMPACT:

Funding for this project will be split evenly from 514-1139-0085 and 513-1296-00-8610.

RECOMMENDATION:

Staff recommends that the City Council approve a cooperative purchasing agreement with Felix Construction Company for testing the pipes on the Avondale Blvd Bridge in the amount of $53,906.58 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FELIX CONSTRUCTION COMPANY

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of September 6, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Felix Construction Company, an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Peoria, Arizona ("Peoria"), entered into Contract No. ACON 23908 dated April 11, 2008, as amended by that certain Amendment Number One dated December 15, 2008, and as further amended by that certain Amendment Number Two dated March 25, 2009, and as further amended by that certain Amendment Number Three dated April 7, 2009, and as further amended by that certain Amendment Number Four dated June 17, 2009, and as further amended by that certain Amendment Number Five dated October 20, 2009, and as further amended by that certain Amendment Number Six dated February 23, 2010, and as further amended by that certain Amendment Number Seven dated April 7, 2010, and as further amended by that certain Amendment Number Eight dated February 3, 2011, (collectively, the "Peoria Contract") for the Contractor to provide job order construction contracting materials and services. A copy of the Peoria 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 goods and services under the Peoria Contract, at its discretion and with the agreement of the awarded Contractor, and the Peoria 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 Peoria Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with job order construction contracting materials and services, as more particularly set forth in Section 2 below (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials 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 are 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 September 30, 2011, unless terminated

as otherwise provided pursuant to the terms and conditions of this Agreement or the Peoria Contract.

2. Scope of Work. The Contractor shall provide the Materials and Services under the terms and conditions of the Peoria Contract, attached hereto as Exhibit A, and as more particularly set forth in the Scope of Work and Quotation, attached hereto as Exhibit B and incorporated herein by reference. By signing this Agreement, Contractor acknowledges and agrees that unauthorized pricing, exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Peoria 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 an aggregate amount not to exceed $53,906.58 for Materials and Services at the unit rates set forth in the Peoria Contract, and as more particularly set forth in the Scope of Work and Quotation, attached hereto as Exhibit B.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) 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 Peoria 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 any 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 (i) 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 (ii) 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 Maricopa County, 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. Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the Peoria Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of a non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work and Quotation and the Glendale 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 Peoria Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery locations and/or dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any quotation or invoice containing any such Unauthorized Conditions or failure to demand strict performance of any term or condition set forth in this Agreement or under the Peoria Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the Peoria Contract, or by law, or the City's acceptance of and payment for Materials or Services shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the Peoria Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13. Indemnification; Insurance. The City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the City of Peoria under the Peoria 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.

[SIGNATURES ON FOLLOWING PAGES]

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

(ACKNOWLEDGMENT)

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:

_____

"**Contractor**"

FELIX CONSTRUCTION COMPANY, an
Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by _____, as _____ of FELIX CONSTRUCTION COMPANY, an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FELIX CONSTRUCTION COMPANY

[Peoria Contract]

See following pages.

075 78V

City of Peoria, Arizona
Job Order Contract

Statement of Qualifications No: P08-0047	Project Number
Job Description: Water, Waste Water Treatment and Offsite Facilities Projects	Project Name

Location: City of Peoria, Materials Management
Mailing Address: 8314 W. Cinnabar St., Peoria, AZ 85345

Contact: Peggy A. Ferrin
Phone: (623) 773-7780

OFFER

Contractor's License Number: 70935 A

Felix Construction Company
Job Order Contractor Name

Authorized Signature for Offer

309 East 10th Drive
Address

DONALD FELIX
Printed Name

Mesa, Arizona 85210
City State Zip Code

PRESIDENT
Title

(480) 464-0011
Telephone

(480) 464- 0078
Facsimile

donf@felixconstruction.com
E-mail

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attested by:
Mary Jo Kief, City Clerk

City of Peoria, Arizona.
Eff Date: April 11, 2008
Approved as to form:
Stephen M. Kemp, City Attorney

CC

Awarded on April 10 2008

ACON 23908
Contract Number

City Seal

Official File

Herman Koebergen, Materials Manager

A CON 23908

SCANNED

JOB ORDER CONTRACT

P08-0047

Water, Waste Water Treatment & Offsite Facilities Projects

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT

FELIX CONSTRUCTION COMPANY

A CON 23908

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A CON 23908

JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the 11th day of April 2008, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and Felix Construction Company (the "Job Order Contractor"). The parties agree as follows:

1. DEFINITIONS.

1.1. Owner. Owner means Owner's senior manager, Contracting Officer or a duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

1.2. Job Order Contractor. Job Order Contractor means Job Order Contractor's senior manager or its duly authorized representative or any person specifically authorized to act for Job Order Contractor by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.

1.3. Contract. Contract means this agreement including its attachments and any Job Orders that may be issued.

1.4. Subcontract. Subcontract means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5. Job Order. Job Order means a specific written agreement between the Owner and the Job Order Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

1.6. Work. Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in Attachment "A" Contract Pricing Coefficients and in Attachment "B" Scope of Services both of which are incorporated herein and made a part hereof.

1.7. Punch List Preparation. A minimum of 20 days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not

ACON 23908

commence until the date of Final Completion unless otherwise provided in the Contract Documents.

1.8. **Final Completion.** Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

1.9. **Reference Standards**

1.9.1 The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

1.9.2 July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

2. CONTRACT TERM

2.1. **Contract Term.** The term of the Contract shall commence on the date it was executed by both parties and be in effect for one (1) years in accordance with the terms and conditions of this Contract. The term can be extended up to an additional four (4) years, the optional periods exercised in twelve (12) month. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

2.2. **Job Order.** In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in ***Attachment "A"*** (Pricing Matrix) and in ***Attachment "B"*** (General Scope of Services) and ***Attachment "C"*** (SIQ, Proposal Response, Detailed Scope and Schedule) all of which are incorporated herein and made a part hereof.

2.3. **Mutual Agreement.** This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

A CON 23908

3. PERFORMANCE OF THE WORK

3.1. Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in *Attachment "B"* (General Scope of Services), and shall set forth, with the necessary particularity, the following:

3.1.1. Contract number along with Job Order Contractor's name;

3.1.2. Job Order number and date;

3.1.3. The agreed Work and applicable technical specifications and drawings;

3.1.4. The agreed period of performance and, if required by Owner, a work schedule;

3.1.5. The place of performance;

3.1.6. The agreed total price for the Work to be performed;

3.1.7. Submittal requirements;

3.1.8. Owner's authorized representative who will accept the completed Work;

3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and

3.1.10. Such other information as may be necessary to perform the Work.

3.2. Job Order Contractor Duties and Obligations.

3.2.1. Permits & Responsibilities. Job Order Contractor shall be responsible for processing of drawings, for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

3.2.2. Outdoor Construction Restrictions. Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	**April 2 – September 29**	**September 30 – April 1**
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

A CON 239086

3.2.2.1. No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the project barricade plan.

3.2.2.2. During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

3.2.2.3. Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

3.2.3. Jobsite Superintendent. During performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign a competent superintendent who will supervise the performance of Work and is satisfactory to Owner and has authority to act for Job Order Contractor.

3.2.4. Construction Layout. Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

3.2.5. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

3.2.6. Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade manual, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

A CON 239085

3.2.4.1 The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.

3.2.4.2 All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.

3.2.4.3 The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3.2.4.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

3.2.4.5 The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.

3.2.4.6 When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.

3.2.4.7 Manual traffic control shall be in conformity with the Traffic Barricade Manual, except the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7052.

3.2.4.8 When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7052.

3.2.4.9 The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

3.2.4.10 Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

A CON 239084

3.2.4.11 During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

3.2.4.12 no street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

3.2.4.13 Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

3.2.4.14 The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

3.2.4.15 Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

3.2.7. <u>Operations & Storage</u>. Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

3.2.8. <u>Cleaning Up & Refuse Disposal</u>. Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

3.2.8.1. Final cleanup of the premises shall be included in the period of performance of the Job Order.

3.2.8.2. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

3.2.8.3. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

3.2.8.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess

A CON 239088

material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at it's option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

3.2.9. Existing Improvements and Utilities. Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

3.2.10. Safety. Job Order Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

3.2.10.1. Job Order Contractor Safety Compliance. Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

3.2.10.2. Job Order Contractor Provided Warnings. Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

3.2.10.3. Emergency Procedures. Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

3.2.10.4. Accident Notification. Job Order Contractor shall promptly notify Owner of any recordable accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

3.2.10.5. Jobsite Safety Documents. Job Order Contractor shall maintain a set of OSHA articles and Material Safety Data Sheets (MSDS) at the jobsite office as they apply to the Work being performed. Copies shall be provided to Owner when requested.

A CON 239084

3.2.10.6. **Job Order Contractor's Safety Program.** Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of the initial Job Order and prior to the commencement of the Work.

3.2.10.7. **Job Order Contractor Safety Representative.** Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

3.2.10.8. **Emergency Medical Treatment.** Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

3.2.10.9. **Owner's Right to Monitor.** Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with *§ 14*.

3.2.10.10. **First Aid Kit.** Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a completely stocked first aid kit which contains all standard emergency medical supplies.

3.2.10.11. **Fire Extinguisher.** Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a fully charged fire extinguisher appropriate for the potential fire hazard.

3.2.11. Dissemination of Contract Information. Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

3.2.12. Shop Drawings. Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

3.2.13. Jobsite Drawings and Specifications. Job Order Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto.

3.3. Owner Rights and Obligations.

3.3.1. Suspension of Work.

3.3.1.1. **Owner's Written Order.** Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that Owner determines reasonably appropriate.

3.3.1.2. **Work Delay or Suspension.** If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a

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Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

3.3.1.3. **Job Order Contractor Costs.** A claim under this Subparagraph 3.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

3.3.2. **Owner's Right to Possession.** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of Work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any Work under this Contract.

3.3.2.1. **Owner's Possession or Use.** While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Subparagraph 3.2.1. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

3.3.3. **Other Contracts.** Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other Job Order Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by Owner's employees.

3.4. **Job Order Amendment.** Job Orders may be amended by Owner in the same manner as they are issued.

3.5. **Job Order Value.** The maximum Job Order value is three million dollars ($3,000,000).

4. JOB ORDER DOCUMENTS

4.1. **Specification and Drawings.** Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

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4.1.1. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

4.1.2. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed.

4.2. **Shop Drawings.** Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

4.2.1. The proposed fabrication and assembly of structural elements and,

4.2.2. The installation (i.e., form, fit and attachment details) of materials or equipment.

4.2.3. The construction and detailing of elements of the Work.

4.3. **Shop Drawing Coordination.** Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with *§ 4.4* below.

4.4. **Shop Drawing Modifications.** If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

4.5. **Shop Drawing Omissions.** Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.6. **Owner Furnished Drawings.** Job Order Contractor shall check all Owner furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Any errors or omissions in Owner furnished drawings are the responsibility of the Owner to rectify, including associated costs. Figures marked on drawings shall be followed in preference to scale

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measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

4.7. **Shop Drawing Submittal**. Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between Owner and Job Order Contractor.

4.8. **Use of Job Order Documents**. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

5. MATERIAL AND WORKMANSHIP

5.1. **Suitability of Material and Equipment.** All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications.

5.2. **Owner Approval.** Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

5.3. **Testing of Materials.** Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work. Reimbursement for testing required by third party entities will be included in the individual Job Order.

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5.4. **Workmanship**. All work under the Contract shall be performed in a skillful and workmanlike manner.

6. SITE CONDITIONS

6.1. **Site Investigation.** Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

6.1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;

6.1.2. The availability of labor, water, electric power, and roads;

6.1.3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

6.1.4. The visible conformation and conditions of the ground; and

6.1.5. The character of equipment and facilities needed preliminary to and during work performance.

6.2. **Surface and Subsurface Investigation.** Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract. Owner will provide to Job Order Contractor all subsurface investigation reports it has commissioned, and has knowledge of, that reasonably reflect expected conditions at the location of the Job Order.

6.3. **Differing Site Conditions.** Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

6.3.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

6.3.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

6.4. **Owner Investigation.** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

6.5. **Written Notice of Differing Site Conditions.** No request by Job Order Contractor for an equitable adjustment to a Job Order under this *§ 6* shall be allowed, unless Job Order Contractor has given the written notice required.

6.6. **Payment Adjustment.** No request by Job Order Contractor for an equitable adjustment to a Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

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7. JOB ORDER SCHEDULES

7.1. **Construction Schedule.** If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule. If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum:\

7.1.1. A detailed list of work activities or work elements.

7.1.2. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.

7.1.3. Show early start and early finish dates along with late start and late finish dates for each work activity or work element.

7.2. **Failure to Submit Schedule.** Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work if not cured within seven (7) days after written notice is provided, or any separable part of it, in accordance with ***§ 14***.

7.3. **Progress Report.** Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

7.4. **Emergency Work.** Job Order Contractor will give top priority to any emergency Work Owner may have and will allocate all resources necessary to accomplish such Work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency Work, Owner will equitably adjust the Contract in accordance with ***§ 10***.

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

8.1. **Job Order Contractor Inspection System.** Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

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8.2. **Owner Inspections and Tests.** Owner inspections and tests are for the sole benefit of Owner and do not:

8.2.1. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;

8.2.2. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;

8.2.3. Constitute or imply acceptance; or

8.2.4. Affect the continuing rights of Owner after acceptance of the complete work.

8.3. **Job Order Contractor Responsibilities.** The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

8.4. **Job Order Contractor Performance.** Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests shall be performed as described in the Job Order.

8.5. **Job Order Contractor Corrective Work.** Job Order Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

8.6. **Failure to Replace or Correct Work.** If Job Order Contractor does not promptly replace or correct rejected Work, Owner may:

8.6.1. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor; or

8.6.2. Terminate for default Job Order Contractor's right to proceed.

8.7. **Owner Inspection before Acceptance.** If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

8.8. **Owner Acceptance.** Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall

be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

9. INVOICING AND PAYMENT

9.1. **Compensation**. As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders.

9.2. **Invoices.** Job Order Contractor shall submit invoices to the City of Peoria, attention Project Manager at the following address:

City of Peoria
8401 W. Monroe St.
Peoria, AZ 85345

9.3. **Progress Payments.** Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

9.4. **Retention.** Not applicable.

9.5. **Owner's Property.** All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

9.5.1. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

9.5.2. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.

9.6. **Approval and Certification.** An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

9.7. **Unpaid Amounts.** Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days, after:

9.7.1. Completion and acceptance of the Work;

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9.7.2. Presentation of a properly executed invoice;

9.7.3. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically accepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Job Order Contractor's release form acceptable to Owner; or

9.7.4. Consent of Job Order Contractor's surety, if any.

10. CHANGES

10.1. **Owner Changes.** Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

10.1.1. In the specifications (including drawings and designs);

10.1.2. In Owner-furnished facilities, equipment, materials, services, or site; or

10.1.3. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

10.2. **Owner Change Orders.** Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this *§ 10*; provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

10.3. **Contract Adjustments.** Except as provided in this *§ 10*, no order, statement, or conduct of Owner shall be treated as a change under this *§ 10* or entitle Job Order Contractor to an equitable adjustment hereunder.

10.4. **Modification of the Job Order.** If any change under this *§ 10* causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

10.5. **Job Order Contractor Proposal.** Job Order Contractor must submit any proposal under this *§ 10* within thirty (30) calendar days after:

10.5.1. Receipt of a written change order under *§ 10.1* above; or

10.5.2. The furnishing of a written notice under *§ 10.2* above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under *§ 10.2* above.

10.6. **Final Payment Limitation.** No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

10.7. **Job Order Contractor Extension Justification.** Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

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10.8. **Job Order Contractor Price Breakdown Structure.** Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner and the pricing matrix as required in the awarded contract.

11. INSURANCE & BONDS

11.1. **Job Order Contractor Insurance.** Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor and Owner from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

11.1.1. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract.

11.1.2. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than: $1,000,000 Each Accident; $1,000,000 Each Employee for Disease; and $1,000,000 Policy Limit for Disease.

11.1.3. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than: $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate; and $2,000,000 Each Occurrence.

11.1.4. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than: $1,000,000 Each Person for Bodily Injury; $1,000,000 Each Accident for Bodily Injury; and $1,000,000 Each Occurrence for Property Damage.

11.2. **Owner as Additional Insured.** The policies providing Commercial General Liability and Automobile Liability insurance as required in ***§ 11.1*** shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

11.3. **Policy Endorsement.** All policies providing Job Order Contractor's insurance as required in ***§ 11.1*** above shall be endorsed to provide the following:

11.3.1. Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in ***§ 16.2***.

11.3.2. Waiver of subrogation in favor of Owner.

11.4. **Limits of Liability.** The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

11.5. **Certificate of Insurance.** Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this

agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

11.6. **Subcontractor Insurance.** Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

11.7. **Bonds.** If required by Owner, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work, in a penal sum equal to the aggregate price of all Job Orders issued to the Job Order Contractor. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order.

11.8. **Notice to Proceed.** Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. A separate Notice to Proceed will be issued for each Job Order. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

11.8.1 The start of construction in order to arrange for inspection.

11.8.2 Shutdown of City water, sewer, drainage, irrigation and traffic control facility.

11.8.3 Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time.

11.8.4 Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.

11.8.5 Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Job Order Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Job Order Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Job Order Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury,

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sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Job Order Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Job Order Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. DISPUTES.

13.1. Party Cooperation. The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

13.2. Field Level Resolution. Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein.

13.3. Job Order Contractor Performance. The Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties.

13.4. Partnering. If requested and mutually agreed upon, the Owner and Job Order Contractor will share in the expense of an initial facilitated partnering workshop, followed up by periodic refresher meetings at mutually agreed times. The goal of the workshop will be to identify common goals, common interests, lines of communication, and a commitment to cooperative problem solving.

13.5. Owner's Representative. Owner designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

City of Peoria, Materials Management
Mr. Herman Koebergen, Materials Manager
8401 W. Monroe, Annex
Peoria, AZ 85345

13.6. Job Order Contractor's Representative. Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

KEVIN FELIX, PROJECT MANAGER
309 E. 10th DRIVE, MESA AZ 85210
480-464-6011
email KEVINF@felixconstruction.com

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13.7. **Owner's Resolution.** Any dispute which is not disposed of by agreement will be decided by the Owner, who will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this *§ 13* may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

14. TERMINATION AND DEFAULT

14.1. **Termination for Convenience.** Owner may terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

14.2. **Notice of Termination.** After receipt of a Notice of Termination, and except as directed by Owner, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this *§ 14*:

14.2.1. Stop work as specified in the notice;

14.2.2. Place no further subcontracts or orders (referred to as subcontracts in this *§ 14*) for materials, services or facilities, except as necessary to complete any Work not terminated;

14.2.3. Assign to Owner, if directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this *§ 14*;

14.2.4. As directed by Owner, transfer title and deliver to Owner:

14.2.4.1. The fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated;

14.2.4.2. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

14.2.5. Complete performance of the Work not terminated;

14.2.6. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest; and

14.2.7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in *§ 14.2.3* above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

14.3. **Final Termination Settlement Proposal.** After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification

prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

14.4. **Owner Payment.** Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount will include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

14.4.1. If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work. Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under *§ 14.4* above:

14.4.1.1. For Work performed before the effective date of termination, the total (without duplication of any items) of:

14.4.1.1.1. The cost of this Work;

14.4.1.1.2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in *§ 14.4.1.1.1.* above; and

14.4.1.1.3. A markup, including overhead and profit, on *§ 14.4.1.1.1.* above as is determined for pricing changes.

14.4.1.2. The reasonable costs of settlement of the Work terminated, including:

14.4.1.2.1. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

14.4.1.2.2. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

14.4.1.2.3. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

14.5. **Destroyed, Lost, Stolen or Damaged Property.** Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14.4.1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

14.6. **Amount Due Job Order Contractor.** In arriving at the amount due Job Order Contractor under this *§ 14*, there shall be deducted:

14.6.1. All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;

14.6.2. Any claim which Owner has against Job Order Contractor under the Contract; and

14.6.3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this *§ 14* and not recovered by or credited to Owner.

14.7. Partial Termination. If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of any Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this *§ 14* shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of any Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

14.8. Excess Payments. If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand.

14.9. Job Order Contractor Records. Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

14.10. Default. If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

14.11. Job Order Contractor's Right to Proceed. Job Order Contractor's right to proceed shall not be terminated under this *§ 14*, if:

14.11.1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include: acts of God or of the public enemy, acts of Owner in its Contractual capacity, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and

14.11.2. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under *§ 13*.

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14.12. Owner's Right to Terminate. The rights and remedies of Owner in this *§ 14* are in addition to any other rights and remedies provided by law or under this Contract.

14.13. Owner and Job Order Contractor Rights. If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

14.14. Liquidated Damages. Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be in the amount per MAG Specs., Section 108.9) per day for each calendar day of delay. If the contract is not terminated, the contractor shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

14.15. Immigration Act. Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.

15. WARRANTY OF CONSTRUCTION

15.1. Applicable Warranties. In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in *§ 15.10*, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

15.2. Warranty Duration. This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

15.3. Job Order Contractor Corrective Work. Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

15.3.1. Job Order Contractor's failure to conform to requirements; or

15.3.2. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

15.4. Job Order Contractor Restoration. Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this *§ 15*. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

15.5. Owner Notification. Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

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15.6. **Failure to Correct Work.** If Job Order Contractor fails to remedy any failure, defect, or damage within ten (10) days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

15.7. **Subcontractor and Supplier Warranties.** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

15.7.1. Obtain all warranties required by the Job Order;

15.7.2. Require all warranties to be executed, in writing, for the benefit of Owner; and

15.7.3. Enforce all warranties for the benefit of Owner.

15.8. **Owner Remedy.** In the event Job Order Contractor's warranty under *§ 15.2* has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

15.9. **Owner Furnished Material or Design.** Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that result from any defect in Owner-furnished material or design.

15.10. **Pre-Existing Work.** Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

15.11. **Owner's Rights.** This warranty shall not limit Owner's rights under *§ 8* of this Contract with respect to latent defects, gross mistakes, or fraud.

16. STANDARD TERMS AND CONDITIONS

16.1. **Contract Order of Precedence.** In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings; and

16.1.5. Specifications.

16.2. **Certification.** By signature in the Offer section of the Offer and Contract Award page the Job Order Contractor certifies:

16.2.1. The submission of the offer did not involve collusion or other anti-competitive practices.

16.2.2. The Job Order Contractor shall not discriminate against any employee or applicant for employment.

16.2.3. The Job Order 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 the submitted offer. Failure

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to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

16.2.4. The Job Order Contractor is licensed to perform the Work pursuant to Arizona Revised Statutes Title 32, Chapter 10.

16.3. **Bribes and Kick-Backs.** The Job Order Contractor shall not by any means:

16.3.1. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

16.3.2. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;

16.3.3. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,

16.3.4. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Job Order Contractor has a direct or indirect proprietary or other pecuniary interest.

16.4. **Applicable Law.** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria 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.

16.4.1. Job Order Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

16.4.2. This contract shall be governed by the Owner. City and Job Order Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Owner. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

16.4.3. This contract is subject to the provisions of ARS § 38-511; the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

16.5. **Legal Remedies.**: All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

16.6. **Contract.**: The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of

work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Job Order Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the Owner reserves the right to clarify, in writing, any contractual terms with the concurrence of the Job Order Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

16.7. Contract Amendments.: This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Owner and the Job Order Contractor.

16.8. Contract Applicability.: The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Owner are not applicable to this Solicitation or any resultant contract.

16.9. Severability. The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

16.10. Relationship to Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, 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 Job Order Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Job Order Contractor should make arrangements to directly pay such expenses, if any.

16.11. Assignment-Delegation.- No right or interest in this contract nor delegation of any duty of Job Order Contractor shall be made without prior written permission of the Owner.

16.12. Job Order Contractor/Supplier Contract. The Job Order Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Job Order Contractor that the obligations of the Job Order Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Job Order Contractor, and that the Owner be a third-party beneficiary of the Job Order Contractor's agreements with its subcontractor(s) and supplier(s).

16.12.1. The Job Order Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).

16.12.2. The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of,

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this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.

16.12.3. The Job Order Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Job Order Contractor, and that it will abide by those terms, conditions and requirements.

16.13. Rights and Remedies. No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Owner to insist upon the strict performance of any term 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 Owner's acceptance of and payment for materials or services, shall not release the Job Order Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance of the Contract.

16.14. Overcharges By Antitrust Violations. The Owner maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Job Order Contractor hereby assigns to the Owner any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

16.15. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure.

16.15.1. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

16.15.2. Force majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition; or any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand

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delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article. thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

16.16. Right To Assurance. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

16.17. Right To Audit Records. The Owner may, at reasonable times and places, audit the books and records of any Job Order Contractor as related to any contract held with the Owner.

16.18. Warranties. Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Job Order Contractor's response, the Owner is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Owner shall not alter or affect the obligations of the Job Order Contractor or the rights of the Owner under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

16.19. Inspection. All material and/or services are subject to inspection and acceptance by the Owner. Materials and/or services failing to conform to the specifications of this Contract will be held at Job Order Contractor's risk and may be returned to the Job Order Contractor. If so returned, all costs are the responsibility of the Job Order Contractor. The Owner may elect to do any or all of the following:

16.19.1. Waive the non-conformance.

16.19.2. Stop the work immediately.

16.19.3. Bring material into compliance.

16.19.4. This shall be accomplished by a written determination from the Owner.

16.20. Title and Risk of Loss. The title and risk of loss of material and/or service shall not pass to the Owner until the Owner actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

16.21. No Replacement of Defective Tender. Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform. this shall constitute a breach of the Contract as a whole.

16.22. Shipment Under Reservation Prohibited. Job Order Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

16.23. Liens. All materials, service or construction shall be free of all liens, and if the Owner requests, a formal release of all liens shall be delivered to the Owner.

16.24. Licenses. shall maintain in current status, all Federal, State and Local licenses and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.25. Patents and Copyrights. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.26. Cost of Bid/Proposal Preparation. The Owner shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

16.27. Public Records. All offers submitted in response to this solicitation shall become the property of the Owner and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Owner's Procurement Code.

16.28. Advertising. Job Order Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Owner.

16.29. Delivery Orders. The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award

16.30. Funding. Any contract entered into by the Owner of Peoria is subject to funding availability. Fiscal years for the Owner of Peoria are July 1 to June 30. The Owner Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

16.31. A.R.S. Title 34 Provisions.

16.31.1. The maximum dollar amount of an individual job order shall be one million dollars ($3,000,000) or such higher or lower amount prescribed by the Owner in an action notice pursuant to A.R.S. title 38, chapter 3, article 3.1 or a rule adopted by the Owner as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

16.31.2. If the Job Order Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order, then:

16.31.2.1. The Job Order Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Job Order Contractor to do all or part of the work under one or more job orders:

16.31.2.1.1. A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.

16.31.2.1.2. A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

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16.31.2.2. If not previously delivered to the subcontractor, the Job Order Contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

16.31.2.2.1. A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.31.2.2.2. The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.31.2.2.3. The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.31.3. The Owner will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Job Order Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Job Order Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

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Felix - Peoria JOC # P-07 - 00[illegible]47

Fee Matrix February 16, 2008

Fees to be added to JOC individual Job Order Cost															
Description	0 to 25,000			25,001 to 50,000			100,001 to 250,000			250,001 to 500,000			Over 500,000		
	Overh'd	Profit	**Fee**	Overh'd	Profit	**Fee**	Overh'd	Profit	**Fee**	Overh'd	Profit	**Fee**	Overh'd	Profit	Fee
Labor rates *	4.7%	10.0%	**14.7%**	4.7%	10.0%	**14.7%**	4.7%	10.0%	**14.7%**	4.7%	10.0%	**14.7%**	4.7%	10.0%	**14.7%**
Equipment rates **	4.7%	7.5%	**12.2%**	4.7%	7.5%	**12.2%**	4.7%	7.5%	**12.2%**	4.7%	7.5%	**12.2%**	4.7%	7.5%	**12.2%**
Rental Equipment	4.7%	10.0%	**14.7%**	4.7%	7.5%	**12.2%**	4.7%	7.5%	**12.2%**	4.7%	5.0%	**9.7%**	4.7%	5.0%	**9.7%**
Material cost	4.7%	10.0%	**14.7%**	4.7%	7.5%	**12.2%**	4.7%	7.5%	**12.2%**	4.7%	5.0%	**9.7%**	4.7%	5.0%	**9.7%**
Subcontractor cost	4.7%	5.0%	**9.7%**	4.7%	4.0%	**8.7%**	4.7%	4.0%	**8.7%**	4.7%	3.0%	**7.7%**	4.7%	3.0%	**7.7%**
Engineer services	4.7%	?	**?**	4.7%	?	**?**	4.7%	?	**?**	4.7%	?	**?**	4.7%	?	**?**
Taxes	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**
Bonds	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**
Permits	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**	0.0%	0.0%	**0.0%**

* Rates = Labor hourly cost + labor burden (does not include overhead or profit)

** Rates = Equipment ownership cost including fuel and insurance (does not include operator, overhead, or profit)

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Job Order Sample Cost/Pricing Matrix	Amount	% of Total	G&A + Fee
Direct Cost of the Work			
Materials	190,000	19.00%	4.7% + 5%
Labor	110,000	11.00%	4.7% + 10%
Equipment	55,000	5.50%	4.7% + 7.5%
Other Direct Job Costs	65,000	6.50%	4.7% + 3%
Subcontractors	400,000	40.00%	4.7% + 3%
Total Direct Cost Of the Work	820,000	82.00%	
Indirect Cost of the Work			
General & Administrative Expense	38,540	3.85%	
Job Order Contractor's Fee (profit)	38,575	3.86%	
Payment and Performance Bonds	8,971	1.00%	
Insurance	8,971	0.90%	
Arizona/County/city Privilege Taxes	44,948	4.49%	
Total Indirect Cost of the Work	140,000	14.00%	
Total Cost of the Work	960,000	96.00%	
Contingencies/Allowances			
Contractor's Contingency/Allowance	20,000	2.00%	
Owner's Contingency/Allowances	20,000	2.00%	
Total Contingencies/Allowances	40,000	4.00%	
Total Job Order Amount	1,000,000	100.00%	

A CON 23908

ATTACHMENT "B"
SCOPE OF SERVICES

1.0 GENERAL INFORMATION

This is a fixed price, indefinite quantity type Contract for the performance of a broad range of construction, repair and maintenance work on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

2.0 DOCUMENTS

2.1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively re-priced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2.2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

3.0 WORK AUTHORIZATION

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in *§ 4.8*.

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4.0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in 1.7, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

4.5 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.

5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's inspectors.

6.0 DESIGN

Job Order Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner, with reimbursement included as part of the Job Order Contractor's proposal.

7.0 TEMPORARY SANITATION FACILITIES

The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

A CON 239086

Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

7.1 DUST CONTROL AND WATER

The dust control measures **shall be in accordance with the requirements of the *"Maricopa County Health Department Air Pollution Control Regulations,"* namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.**

The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona. (602) 506-6700 extension 372.

The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A $1,000 deposit is required for each meter. An additional $28.00 service fee is also required. The cost of the water is at the prevailing rate.

7.2 ELECTRICITY

Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

8.0 WORK BY OWNER

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

A CON 239086

REQUEST FOR QUALIFICATIONS

P08-0047

Materials Management Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PROPOSAL FORM

This form must be completed and stapled to the Value Added Plan, and the Subcontractor Selection Plan as part of your submittal.

Name of JOC Firm (Contractor): Felix Construction Company
Name of Contract Manager: Kevin Felix (PM), Steve Stayer (SS), (PM)Dana Watts (PM)

PPI Checklist:
- ☒ All reference lists have been submitted to the city.
- ☒ Surveys have been distributed to the past clients on the reference lists.
- ☒ The surveys have been completed and turned in to the City by the past clients.

VA Checklist:
- ☒ The Value Added Plan is stapled to this form.
- ☒ The Value Added Plan is 2 pages or less and is in the required format.
- ☒ The Value Added Plan does NOT contain any names, past projects, or information that may identify the contractor or critical team members.

Subcontractor Selection Plan Checklist:
- ☒ The Subcontractor Selection Plan is stapled to this form.
- ☒ The Subcontractor Selection Plan is no longer than 1 page.
- ☒ The Subcontractor Selection Plan does NOT contain any names, past projects, or information that may identify the contractor or critical team members.

Individual project bonding capacity:	$15,000,000
Total bonding capacity:	$60,000,000
Amount of bonded contracts currently in process:	$23,800,000

The Value Added Plan & Sub Contractors Plan should be attached to this form. The Value Added Plan must NOT contain any information that may identify the Firm or critical team members.

Felix Construction Company
Name of Company

Donald Felix, President
Printed Name of Firm Representative

Signature of Firm Representative

309 E. 10th Dr.
Street Address

Mesa, AZ 85210-8706
City / State / Zip

480-464-0011
Phone

480-464-0078
Fax

03 Jan 08
Date

A CON 23908

Materials Management
Procurement
8314 W. Cinnabar St.
Peoria, AZ 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

Value Added Options

Risk 1:	This JOC project will include a wide range of water and wastewater facility work. The City now has only very general descriptions of the job orders. A JOC Firm inexperienced with multiple disciplines might not meet the City's cost or schedule expectations.		
Value Added:	The project requires a JOC Firm to be familiar with cost, schedule, constructability, and construction for multiple disciplines - civil; structural; mechanical; electrical, instrumentation, and controls (E/I&C); etc. Contractor's focus for its entire 20-year history has been water and wastewater work. We already have, in-house, the experience to efficiently manage and build work in these and other disciplines. We have an A- General Engineering license for civil, structural, and mechanical, an L-11 Electrical license for E/I&C, a B-01 General Commercial license for buildings, and a Well Driller's license. We have two licensed Professional Engineers and one certified Construction Manager on staff. We specialize in Alternative Delivery Projects, and are very familiar with the JOC process. We regularly self-perform structural concrete, mechanical piping and equipment, electrical conduit and gear, and instrumentation and controls work. Again, all of this experience is in-house.		
Impact Cost (%):	Up to -3%	Impact Time (Days):	0

Risk 2:	This JOC project could include electrical, instrumentation, and controls (E/I&C) work, often a source of schedule variance. E/I&C standards are often evolving, making systems integration difficult during both design and construction.		
Value Added:	Contractor has an in-house E/I&C Group. This gives the project an added element of cost and schedule control. We do not have to employ a lower-tier subcontractor for electrical conduit and gear, instrumentation and controls, remote telemetry unit, SCADA, or security upgrades work. Our E/I&C Group has an Underwriter's Laboratory 508A Control Panels certification. With this capability and expertise, we can quickly respond to evolving design and construction standards, without delay to the project.		
Impact Cost (%):	Up to -3%	Impact Time (Days):	Up to -5 Working Days

Risk 3:	The City probably will have only verbal descriptions or sketches for some job orders. The City could be at risk for poor conceptual estimating.		
Value Added:	The project requires a JOC Firm to estimate costs quickly and efficiently, usually with only conceptual information. Contractor manages and builds many types of water and wastewater projects every day. We have proprietary estimating programs and forms already set up; these can be adapted to the current project. Further, we are used to estimating with limited information. Our goal is to have accurate and fair cost estimates, with no upwards fluctuations. Since we regularly self-perform structural concrete, mechanical piping and equipment, electrical conduit and gear, and instrumentation and controls, we have up-to-date labor, equipment, and materials costs. Additionally, we have a database of and current working relationships with over 250 material suppliers, over 150 equipment providers, and over 100 subcontractors. All of these are high quality, and can give us cost estimating advice in their specialties.		
Impact Cost (%):	Up to -1%	Impact Time (Days):	0

A CON 239085

Materials Management
Procurement
8314 W. Cinnabar St.
Peoria, AZ 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

Risk 4:	The job order dollar amounts will vary - some will be large, some will be small. An uncommitted JOC Firm might pay less attention to the small orders. The City then would be at risk that problems were not identified and solved.		
Value Added:	The project requires a JOC Firm to be willing and able to commit problem-solving resources to all job orders, regardless of size. Contractor's entire approach to project management is to anticipate a project's problems, and to offer cost-effective and timely solutions. This means our project managers (PMs) are close to the project details, and actually support our field work. We have more PMs per revenue dollar volume than other companies. Our PMs work hard at understanding every available construction detail before we start building. The City will get the same high level of performance from Contractor whether the job orders are large or small. As further evidence of owner satisfaction with our project management approach, in our 20-year history we never have had a contract or subcontract terminated, we never have had a claim filed against us, and we never have filed a claim against anyone.		
Impact Cost (%):	Up to -1%	Impact Time (Days):	0

Risk 5:	This JOC project will include modifying existing water and wastewater facilities. Accurate underground utility locations, and control drawings, will be required before construction. Record drawings often are unavailable or inadequate.		
Value Added:	If underground utility record drawings are unavailable, we will recommend utility locating (vacuum excavating) at potential conflict locations. We have working relationships with several expert utility locating companies. If accurate controls drawings are unavailable, we are able to develop them.		
Impact Cost (%):	$1 spent up-front typically saves $3-4 spent later	Impact Time (Days):	Up to -5 Working Days

Risk 6:	Operations at existing facilities must be maintained during construction.		
Value Added:	Contractor already has a proprietary and proven Maintenance of Plant Operations (MOPO) standard plan which can be adapted to the current project. We will coordinate with the City and other stakeholders to schedule our work so that operations are maintained. Often such scheduling requires off-hours or weekend work. We will handle this as just another part of the project.		
Impact Cost (%):	Up to +2%	Impact Time (Days):	Up to -4 Working Days

Risk 7:	Projects could require building safety permits. Plan reviews could be on a project's critical path, but are controlled by another City department.		
Value Added:	City will state when any project must be completed. Project Team will meet with City's Building Safety Dept. and confirm their review and permit schedule. Contractor will include information on project schedule and updates. If the Building Safety Dept.'s schedule varies, we will be prepared to "accelerate" any necessary design or construction revisions in response.		
Impact Cost (%):	Up to +3%	Impact Time (Days):	Up to -10 Working Days

Risk 8:	The City already has clear expectations of this JOC project and the individual job orders. Contractor may not fully understand these. If SAVE members become involved on the project, there is a possibility of more entities and more expectations.		
Value Added:	Contractor will recommend scope / kickoff meetings before each job order. We will make sure that we fully understand the City's or the SAVE member's budget, schedule, quality, and safety expectations. These meetings are to us just good management practice. We do not expect that they will add cost or time to the job orders.		
Impact Cost (%):	0	Impact Time (Days):	0

A CON 23908

Subcontractor Selection Plan

1. General.
   a. Contractor will select major subcontractors based on qualifications only, or a combination of qualifications and price, but not on price alone. This is according to ARS 34-603 and ARS 41-2578.
   b. Contractor also will consider these important subcontractor selection factors:
      1) Owner's history, good or bad, with potential subcontractors.
      2) Owner's goals for disadvantaged business enterprise (DBE) utilization.
      3) Project benefits from early involvement by Design Assist subcontractors.
      4) Project requirements for Contractor to self-perform a minimum percentage of the construction work.
   c. Contractor will include this subcontractor selection plan, and the results from it, into the project's Construction Management Plan.
2. Selection on Qualifications and Price.
   a. This is the typical selection process.
   b. Determine what bid packages to issue. Break project into packages that give the Owner and the project the best cost and time values.
   c. Contact subcontractors who work regularly in the water / wastewater industry. Actively solicit DBEs.
      1) Owner and Contractor jointly set disparity goals if any for the project.
   d. Subcontractors complete prequalification forms. We have proprietary forms on file.
      1) Information requested is company identification, company background, individual and company experience, company financial, company insurance, company safety, and miscellaneous. The miscellaneous section can be tailored to a particular project.
   e. Evaluate subcontractor prequalification forms. We have proprietary forms on file.
      1) Evaluation categories and scoring are stated on the pre-qualification form.
      2) We look closely at work backlog and experience modification rating.
   f. Review qualified subcontractors with the Owner. Get Owner approval.
      1) Solicit enough potential subcontractors per bid package to insure receiving at least 3 bids per package.
   g. Provide qualified subcontractors with preliminary scopes of work. Get their comments and questions.
   h. Distribute bid packages to qualified subcontractors.
      1) A well-prepared scope of work is the key to receiving responsive, competitive bids. It eliminates the need to add money to offset ambiguity, prevents duplications between bids for sub-disciplines, allows bid evaluations on an equal basis, reduces contingencies, and reduces the likelihood of change orders.
   i. Receive and open bids, with the Owner as a witness.
   j. Evaluate bids. Conduct post-bid interviews if necessary. We have proprietary forms for both on file.
      1) Evaluation categories and scoring are stated in the bid package.
   k. Report to Owner on bidding process. Make recommendations on selected subcontractors. Get Owner approval.
   l. Award subcontracts.
3. Selection on Qualifications Only.
   a. Use this selection process if:
      1) Design Assist advice is needed during the preconstruction phase. Under Design Assist, major or specialist subcontractors or suppliers are selected early in the preconstruction phase so that they can work with the Project Team on constructability review. This allows increased construction planning, and allows reduced requests for information or requests for change orders.
      2) Proprietary services or products are required (sole-source specification)
      3) A shorter project schedule is necessary. Selection on qualifications only often can speed up the bid packaging, bidding, and GMP process.
   b. Propose to Owner to select on qualifications only. Get Owner approval. If no approval, go to Selection on Qualifications and Price above.
      1) Normally, Contractor intends that any subcontractor or supplier selected on qualifications only for the preconstruction phase will also be employed for the construction phase, also on qualifications only.
      2) Such carry-over from phase to phase does not mean that the subcontractor or supplier is not required to provide detailed cost estimates for his work to the Contractor for review.
   c. Determine what work packages to issue. Break project into packages that give the Owner and the project the best cost and time values.
   d. Contact subcontractors who work regularly in the water / wastewater industry. Actively solicit DBEs.

A CON 23908

1) Owner and Contractor jointly set disparity goals if any for the project.

e. Subcontractors complete prequalification forms. We have proprietary forms on file.
   1) Information requested is company identification, company background, individual and company experience, company financial, company insurance, company safety, and miscellaneous. The miscellaneous section can be tailored to a particular project.
   2) Qualifications include subcontractor's abilities in conceptual cost estimating, alternative systems evaluation, and value engineering.

f. Evaluate subcontractor prequalification forms. We have proprietary forms on file.
   1) Evaluation categories and scoring are stated on the pre-qualification form.
   2) We look closely at the subcontractor's key person and overall company experience with a particular part of the project.

g. Review qualified subcontractors with the Owner. Get Owner approval.

h. Provide qualified subcontractors with preliminary scopes of work. Get their comments and questions.

i. Distribute work packages to qualified subcontractors.
   1) Subcontractors or suppliers selected for Design Assist or proprietary services actually will help prepare these work packages. These packages will then be available for the Construction Management Plan, or if it becomes necessary to follow a competitive bidding process.

j. Report on selection process to Owner. Make recommendations on selected subcontractors. Get Owner approval.

k. Award subcontracts.

4. Summary.
   a. Our subcontractor selection plan will give the Owner and this project the greatest opportunity to obtain the best cost and time value. It uses methods according to ARS, typical for the industry, and familiar to the Owner.

DBE Outreach Plan

1. General.
   a. Contractor agrees to evaluate opportunities for the fair utilization of disadvantaged business enterprises (DBEs) during the construction phase of the project.
   b. We will actively participate in any goal setting for the construction phase DBE participation. We will assist the Owner in setting realistic goals after the Project Team develops sufficient project detail to allow this.
   c. We expect to meet any construction phase DBE goals that are set. If we cannot, then we will completely document our good faith efforts.
2. Specific.
   a. We have, and will maintain, current records on companies that are DBE-certified by agencies such as the Arizona Department of Transportation, the Maricopa County Department of Transportation, and the City of Phoenix. "DBE" also includes minority owned business enterprises (MBEs), women owned business enterprises (WBEs), and small business enterprises (SBEs).
   b We have current working relationships with many local materials suppliers, equipment providers, and subcontractors. We know their capabilities and how to select the right company for this project.
   c. We have, and we will maintain, current contacts with local community organizations that could advise us on DBE firms for participation in this project.
   d. We will actively solicit DBE participation through telephone, fax, email, meetings, advertising, and other reasonable and available means. We will completely document this effort.
   e. We will solicit DBE participation in sufficient time to allow DBEs to respond. We will provide specifications, drawings, and other project information in a timely manner.
   f. We will identify portions of the construction that could be done by DBEs, to increase the likelihood that they will participate.
   g. We will negotiate in good faith with interested DBEs. We will make decisions about their participation based on thorough investigations of their capabilities.
   h. We will select DBEs that will perform significant portions of the construction with their own forces.
3. Summary.
   a. We will use the outreach plan that we routinely use to meet DBE participation goals on ADOT, MCDOT, City of Phoenix, and other projects that are federally funded.

A CON 239081

SOLICITATION AMENDMENT

Solicitation No: P08-0047
Description: JOC for Water, Waste Water Treatment & Offsite Facilities Projects
Amendment No: Amendment # One (1)
Solicitation Due Date: January 3, 2008
Solicitation Due Time: 5:00 PM Arizona time

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Peggy Ferrin, Ext. 7780

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

SECTION V – CRITICAL DATES

DELETE: Critical dates

Task	Date
Pre-submittal Conference	December 13, 2007
Firms Submit Reference Lists	December 19, 2007
Surveys Due & Submittals Due	January 03, 2008
Interview (short-listed firms/individuals only)	January 24, 2008
Identification of Potential Best Value	January 25, 2007
Negotiations	January 29, 2007
Pre-Project Meeting	February 7, 2007

REPLACE: Critical dates

Task	Date
Pre-submittal Conference	December 13, 2007
Firms Submit Reference Lists	December 19, 2007
Surveys Due & Submittals Due	January 03, 2008
Interview (short-listed firms/individuals only)	January 24, 2008
Identification of Potential Best Value	January 25, 2008
Negotiations	January 29, 2008

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

03 Jan 08

Signature Date

Donald Felix, President

Typed Name and Title

Felix Construction Company

Company Name

309 E. 10th Dr.

Address

Mesa, AZ 85210-8706

City State Zip

The above referenced Solicitation Amendment is hereby Executed

November 29, 2007

at Peoria, Arizona

Peggy A. Ferrin
Contract Officer

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A CON 23908

SOLICITATION AMENDMENT

Solicitation No: P08-0047
Description: JOC for Water, Waste Water Treatment & Offsite Facilities Projects
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Solicitation Due Date: January 3, 2008
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8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Peggy Ferrin, Ext. 7780

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Pre-Project Meeting February 7, 2008

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

November 29, 2007

at Peoria, Arizona

Peggy A. Ferrin
Contract Officer

Copyright 2003 City of Peoria Arizona

A CON 23908

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 04/08/2008

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Felix Construction Co.
309 E. 10th Drive
Mesa, AZ 85210

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Westfield Insurance Company	24112-001
INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-001
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	CMM1618295	4/7/2008	4/7/2009	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY X PROJECT LOC					
A		AUTOMOBILE LIABILITY	CMM1618295	4/7/2008	4/7/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	BE7657639	4/7/2008	4/7/2009	EACH OCCURRENCE	$ 1,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$ 1,000,000
							$
		DEDUCTIBLE					$
		X RETENTION $ 10,000					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Umbrella/Excess Liability coverage is following form to all underlying policies, including Worker's Compensation.

It is agreed that City of Peoria is included as an Additional Insured as respects to General Liability as required by written contract.

With respects to General Liability policy, it is further agreed that such insurance as is afforded

CERTIFICATE HOLDER

City of Peoria
Attn: Herman Koebergnen
8314 West Cinnabar Street
Peoria, AZ 85435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John B. Jacobs

© ACORD CORPORATION 1988

Willis

CERTIFICATE OF LIABILITY INSURANCE

DATE 04/08/2008

PRODUCER

877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Felix Construction Co.
309 E. 10th Drive
Mesa, AZ 85210

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Westfield Insurance Company	24112-001
INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-001
INSURER C:	
INSURER D:	
INSURER E:	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by the Additional Insured, if required by written contract.

It is understood and agreed that the company waives its right of subrogation against the Additional Insured which may arise by reason of a payment of claim under General Liability policy, if required by written contract.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Persons or Organization:

City of Peoria

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

 Copyright, Insurance Services Office, Inc., 1992

Primary Contrib

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE CONDITION AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4. of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and noncontributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work;"

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of Section I - Coverage **A**.

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

CONTRACT AMENDMENT

Solicitation No: **P08-0047B** Page 1 of 3
Description: JOC for Water,Waste Water Offsite Facilities
Amendment No: One (1) Date: 12/15/2008

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Peggy Ferrin

Article 16, Contract Standard Terms and Conditions, is amended to reflect the following changes: Paragraph 16.4, Applicable Law; Paragraph 16.17, Right to Audit Records; and Paragraph 16.27, Public Record, are hereby deleted and replaced with the following:

16.4 APPLICABLE LAW: In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria 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.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	12/24/08	Donald Felix, President	Felix Construction Company

Address	City	State	Zip Code
309 East 10th Drive	Mesa	AZ	85210

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON23908A
Contract Number:

Official File

City Seal

(Rev 02/01/08)

Javier Setovich, Construction Superintendent

Peggy Ferrin, CPPB, Contract Officer

Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed 01/23/09, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 23908A

CONTRACT AMENDMENT

Solicitation No: **P08-0047B**
Description: JOC for Water,Waste Water Offsite Facilities
Amendment No: One (1) Date: 12/15/2008

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Peggy Ferrin

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Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Donald Felix, President Typed Name and Title	Felix Construction Company Company Name

Address	City	State	Zip Code
309 East 10th Drive	Mesa	AZ	85210

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON23908A
Contract Number:

Official File

City Seal

(Rev 02/01/08)

Javier Setovich, Construction Superintendent

Peggy Ferrin, CPPB, Contract Officer

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

_____, _____, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Peggy Ferrin

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Peggy Ferrin

16.17 RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 16.4 above.

16.27 PUBLIC RECORD: 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 notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 16.17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16.4 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

All other provisions of the contract remain in their entirety.

CONTRACT AMENDMENT

Solicitation No **P08-0047B** Page 1 of 3
Description JOC for Water, WWTreatment & Offsite Facilities
Amendment No Two(2) Date 3/25/2009

Materials Management Procurement
8314 W Cinnabar Ave
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Buyer Peggy Ferrin

This Contract is amended as follows:

Article 16, Contract Standard Terms and Conditions, is amended to reflect the following changes: Paragraph 16.5, Use of American Iron, Steel, and Manufactured Goods, Paragraph 16 6, Davis-Bacon Act - (40 U.S.C §276a-276a-5). Paragraph 16.7, ARRA Sec 1606 Davis-Bacon Act

16.5 ARRA Sec 1605. Use of American Iron, Steel, and Manufactured Goods (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that-- applying subsection (a) would be inconsistent with the public interest;

- iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, or

Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

Signature	Date	Typed Name and Title	Company Name
	4/1/09	Donald Felix, President	Felix Construction Company

DONALD FELIX, PRESIDENT

Address	City	State	Zip Code
309 East 10th Drive	Mesa	AZ	85210

Attested by

Mary Jo Kief, City Clerk

CC Number

ACON23908B
Contract Number

Official File

City Seal

(Rev 02/01/08)

3-3-2009
Shawn Kreuzwiesner, Utilities Engineering Manager

Peggy Ferrin, CPPB, Contract Officer

Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

April 14, 2009, at Peoria, Arizona

Herman F Koebergen, Materials Manager

A CON 23908B

Materials Management Procurement
8314 W Cinnabar Ave
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Buyer Peggy Ferrin

- inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent
- If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- This section shall be applied in a manner consistent with United States obligations under international agreements

16.6 **Davis-Bacon Act - (40 U.S.C. §276a-276a-5).** All contracts or subsequent subcontracts for construction, alteration, renovation, or repair, including painting and decorating, of a public building or public work, or building or work, financed by federal funds which meets the $2,000 threshold are required to pay the federal prevailing wage rate for each class of laborer or mechanic employed Regulations applicable to grant-enabling statutes incorporating the Act can be found in 29 Code of Federal Regulations (CFR), Parts 1,3,5 and 7. These regulations stipulate that grant funds appropriated under statutes imposing the Davis-Bacon Act requirements shall not be paid to a grantee (the Department) until contractors or subcontractors performing work under the grant certify that they will comply with the Act's requirements. The Act also applies to any contract or subcontract for similar work on public grants from a federal agency, or where the federal government acts as guarantors of mortgages The only exception is for the transportation of materials and supplies by persons who are not employed directly at the work site, but are employed solely to make deliveries to the work site

Provider Agencies must ensure that contracts or subcontracts for any construction/alteration projects contain the wage determinations issued and that the appropriate clauses required by the Davis-Bacon regulations (29 CFR, section 5 5) are present It should be made clear in any announcements of projects or RFPs that federal grant funds are being used and that Davis-Bacon will apply even if the federal government is not a party to the contract or subcontract The prevailing wage must be paid regardless of any contractual relationship that may exist between a contractor or a subcontractor Although the Department is not responsible to review sub-contracts for compliance, it has the right to require a prevailing wage

Sanctions for post-certification violations include suspension of payment, advances, or guarantees of grant funds, and the forced restitution of wages that should have been paid and the removal of offending contractors or subcontractors from active employment lists.

Failure to comply can bring penalties that can be severe The contractor or subcontractor and their sureties are liable for any excess costs for completing the work; the Department may withhold accruals to ensure payment of prevailing wages to the workers; the contract or subcontract may be terminated and/or the contractor or subcontractor may be debarred for a period of three years.

Materials Management
Procurement
8314 W Cinnabar Ave
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Buyer Peggy Ferrin

16.7. **ARRA Sec. 1606. Davis-Bacon Act.** Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267, 5 U S C App) and section 3145 of title 40, United States Code.

All other provisions of the contract remain in their entirety

CONTRACT AMENDMENT

Solicitation No: P08-0047B Page 1 of 1
Description: Water, Waste Water Treatment and Offsite Facilities Projects
Amendment No: **Three (3)** Date: 4/7/2009

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Peggy Ferrin

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/10/09. CONTRACT EXTENSION ONE

Contract Term: 04/11/09 to 04/10/10

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	4/17/09	Donald Felix, President	Felix Construction Company

Address	City	State	Zip Code
309 East 10th Dr.	Mesa	AZ	85210

Attested by:

Mary Jo Kief, City Clerk

Requested by:

Recommended by:

Ellen Van Riper, Assistant City Attorney

CC Number

ACON23908C

Contract Number:

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed April 28, 2009, at Peoria, Arizona.

Official File

Herman F. Koebergen, Materials Manager

City Seal
(Rev 02/01/08)

A CON 23908C

CONTRACT AMENDMENT

Solicitation No.: P08-0047B
Description: JOC – Water, Waste Water Treatment and Offsite Facilities Projects
Amendment No.: Four (4) **Date:** 06/17/2009

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Lisa Houg, CPPB

The above referenced contract is hereby amended as follows:

I. **Special Provisions** are added to comply with the Requirements for Contracts Utilizing Federal American Recovery and Reinvestment Act of 2009 (ARRA) – WIFA Funding. These Special Provisions replace the previous sections that were added in Contract Amendment #2 (Sections 16.5, 16.6 & 16.7).

A. **Compliance with Davis-Bacon Act (40 U.S.C. §276a-276a-5) Prevailing Wage Requirements (ARRA Section 1606):**

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and the through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code. In addition, all covered contracts shall include the standard contract clauses regarding prevailing wages and benefits included in the United States Department of Labor regulations found at 29 Code of Federal Regulations ("CFR") § 5.5, which are incorporated by reference in this contract. The contractor shall comply with the requirements of 29 CFR Part 3, which are also incorporated by reference in this Contract.

Signature	Date	Typed Name and Title	Company Name
	6/19/09	Donald Felix, President	Felix Construction Company

Address	City	State	Zip Code
309 E. 10th Drive	Mesa	AZ	85210

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON23908D
Contract Number:

Official File

City Seal

Requested by: Javier Setovich, Construction Superintendent

Lisa Houg
Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

June 29, 2009, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager
For

A . CON . 23908D

The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a) (1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the United States Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the State of Arizona ("State"), the United States Department of Labor, or their employees or their representatives.

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

B. <u>Use of American Iron, Steel, and Manufactured Goods – Buy American Requirements (ARRA Section 1605):</u>

The contractor acknowledges to and for the benefit of the City ("Purchaser") and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains provisions commonly known as "Buy American" that require all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether

in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

C. Whistleblower Protections Under The ARRA:

(a) The Contractor shall post a notice of employees' rights and remedies for whistleblower protections provided under Section 1553 of the ARRA (Pub. L. 111-5).
(b) The Contractor shall require that this provision be included in all subcontracts.

D. Reporting Requirements under the ARRA:

(a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.
(b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
(c) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov:
(1) The City of Peoria contract and order number, as applicable.
(2) The amount of ARRA funds invoiced by the Contractor for the reporting period.
(3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter.
(4) Program or project title, if any.
(5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.
(6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.
(7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—
(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if—
(i) In the Contractor's preceding fiscal year, the Contractor received—
(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans,

grants (and subgrants) and cooperative agreements; and
(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
(9) For subcontracts valued at less than $25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under $300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
(10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over $25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
(ii) Name of the subcontractor.
(iii) Amount of the subcontract award.
(iv) Date of the subcontract award.
(v) The applicable North American Industry Classification System (NAICS) code.
(vi) Funding agency.
(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
(viii) Subcontract number (the contract number assigned by the prime contractor).
(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
(A) In the subcontractor's preceding fiscal year, the subcontractor received—
(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
(2) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

E. <u>Central Contractor Registration Required:</u>

(a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for

such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(b) "Registered in the CCR database" means that—
(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
(2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database.

(d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity.

(e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

CONTRACT AMENDMENT

Solicitation No P08-0047B Page 1 of 3
Description Water, Waste Water Treatment & Offsite Facilities Projects
Amendment No Five (5) Date 10/20/09

Materials Management Procurement
9875 N 85th Avenue
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

I. Article 16, Contract Standard Terms and Conditions, is amended to reflect the following changes: The following is hereby added to Paragraph 16.4, Applicable Law:

The contractor is required to comply with Clean Air Act – 42 U.S.C. §§ 7401, et seq.; the Clean Water Act – 33 U.S.C. §§ 1251-1387; and the Energy Policy and Conservation Act – 42 U.S.C. §§ 6421, et seq.

(Continued on next page)

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	10/22/09	Donald Felix, President	Felix Construction Company

Address	City	State	Zip Code
309 E. 10th Drive	Mesa	AZ	85210

Attested by
Mary Jo Waddell nee Kief
Mary Jo Kief, City Clerk

Requested by Joe Kurrus, Engineering Supervisor

Lisa Houg
Recommended by Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
November 5, 2009 at Peoria, Arizona

Herman F Koebergen, Materials Manager

CC Number

ACON23908E
Contract Number

Official File

City Seal

(Rev 02/01/08)

A CON 23908E

II. **Special Provisions** are added to comply with the Requirements for Contracts Utilizing Federal American Recovery and Reinvestment Act of 2009 (ARRA) – WIFA Funding.

F. Contract Work Hours and Safety Standards Act -- Overtime Compensation.

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

Materials Management Procurement
9875 N 85th Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118
Buyer Lisa Houg, CPPB

(e) *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of Clause)

G. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of Clause)

CONTRACT AMENDMENT

Solicitation No: P08-0047B Page 1 of 1
Description: Water, Waste Water Treatment and Offsite Facilities Projects
Amendment No: Six (6) Date: 2/23/2010

Materials Management Procurement
9875 N. 85th Avenue
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/10/10. CONTRACT EXTENSION TWO

Contract Term: 04/11/10 to 04/10/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	3/3/2010	Donald Felix, VICE-President	Felix Construction Company

Address	City	State	Zip Code
309 East 10th Dr.	Mesa	AZ	85210

Attested by:

Mary Jo Waddell, City Clerk

CC Number

ACON23908F
Contract Number:

Official File

City Seal
(Rev 02/01/08)

Requested by: Javier Setovich, Construction Superintendent

Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

March 11, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 23908F

CONTRACT AMENDMENT

Solicitation No **P08-0047B** Page 1 of 1
Description Water, Waste Water Treatment and Offsite Facilities Projects
Amendment No Seven (7) Date 04/07/10

Materials Management Procurement
9875 N 85th Ave , 2nd Fl
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Buyer Lisa Houg, CPPB

SECTION 3, ITEMS 3.2.4.6 AND 3.2.4.7 SHALL BE DELETED AND REPLACED WITH THE FOLLOWING:
New Job Order Contract Language:

3 2 4 6 The Police Department shall determine if construction activities or traffic hazards at the construction project *require* the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, *if the Police Department determines that* flagmen are *sufficient*, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062

3 2.4.7 Manual traffic control shall be in conformity with the Traffic Barricade Manual A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	4/8/2010	Donald Felix, President	Felix Construction Company

Address	City	State	Zip Code
309 E 10th Drive	Mesa	AZ	85210

Attested by

Mary Jo Waddell, City Clerk

CC Number

ACON 23908G
Contract Number

Official File

City Seal

(Rev 02/01/08)

4/21/10
Department Dan Nissen, Assistant City Engineer

Recommended by Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
April 28 2010, at Peoria, Arizona

Herman F Koebergen, Materials Manager

A CON 23908G

CONTRACT AMENDMENT

Solicitation No: P08-0047B Page 1 of 1
Description: Water, Waste Water Treatment and Offsite Facilities Projects
Amendment No: Eight (8) Date: 2/3/2011

Materials Management Procurement
9875 N. 85th Avenue
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/10/11. **The new Contract Term is : 04/11/11 to 04/10/12.**

In addition, the City would like to add the Cooperative language referenced in the original SIQ to the contract:

While this Proposal is for the City of Peoria, other public entities that have expressed interest in utilizing the resulting contract. In addition to the City of Peoria and with approval of the contracted Firm this contract may be extended for use by other municipalities, school districts and government agencies of the State. As a member of the Strategic Alliance for Volume Expenditures (SAVE), the City will act as the lead entity. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Members of "SAVE", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, the contract may be utilized by the eligible school districts/public entities, recognizing potential equipment, logistical and capacity limitations by the Firm may limit the use of this award. No volume is implied or guaranteed.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	2/4/2011	Donald Felix, President	Felix Construction Company

Address	City	State	Zip Code
309 East 10th Dr.	Mesa	AZ	85210

Attested by:
Wanda Nelson
Wanda Nelson, City Clerk

CC Number

ACON23908H
Contract Number:

Official File

City Seal
(Rev 02/01/08)

02-08-2011
Director: Bill Mattingly, Public Works Director

Recommended by: Javier Setovich, Construction Superintendent

Ellen Van Riper, Assistant City Attorney
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed February 14, 2011, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager
for

A CON 23908 H

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FELIX CONSTRUCTION COMPANY

[Scope of Work and Quotation]

See following pages.

Construction Cost Summary

FELIX CONSTRUCTION COMPANY

Project / Bid Name:
Avondale PIR Bridge Pipe Testing Project

Project Number (FCC):
10-1571

Owner's Contact & Info:

City of Avondale
Mr. Mike Smith, P.E.
Water Resources CIP Manager
399 East Buckeye Road
Avondale, Arizona 85323

Description of Work

1. Traffic Control per County for duration.
2. Sawcut for 16" and 12" DIP lines at North & South ends of bridge.
3. Remove AC and excavate around 16" & 12" at North & South ends of bridge.
4. Cut 2' - 4' sections out of each pipe, and clear pipe for inspection & testing.
5. Video each pipe 1400 LF in from each end and supply copies to city as required.
6. Cap and test each pipe to 4 PSI (air).
7. Plug test holes in caps & fill excavations with CLSM to bottom of paving section.
8. Pave back to County requirements.

Assumptions:

1. There are no utility conflicts with existing 16" & 12" pipes that prohibit work in the outside lanes.
2. Work can be performed in the regular M-F shifts.
3. Pipes are clean enough to run camera through without any cleaning.

Exclusions:

1. Pipe cleaning
2. Pipe repair
3. Bridge repair
4. Night or weekend work

Notes / Other:

Labor

Category	Hours	Rate	Total
Superintendent (reg)	8.0	$ 68.25	$ 546.00
Superintendent (ot)	-	$ -	$ -
Project Manger (reg)	8.0	$ 68.25	$ 546.00
Project Manger (ot)	-	$ -	$ -
Project Engineer (reg)	-	$ -	$ -
Project Engineer (ot)	-	$ -	$ -
Foreman (reg)	96.0	$ 48.75	$ 4,680.00
Foreman (ot)	-	$ -	$ -
Journeyman (reg)	128.0	$ 34.50	$ 4,416.00
Journeyman (ot)	-	$ -	$ -
Laborer (reg)	96.0	$ 28.50	$ 2,736.00
Laborer (ot)	-	$ -	$ -
Labor Subtotal			*$ 12,924.00*

Equipment

Unit	Hours	Rate	Total
Pick-up	8.0	$ 19.00	$ 152.00
Pick-up w/ Tools	96.0	$ 24.00	$ 2,304.00
Back Hoe	96.0	$ 45.00	$ 4,320.00
Dump Truck	32.0	$ 45.00	$ 1,440.00
Loader (CAT 950)	-	$ -	$ -
Excavator (CAT 325)	-	$ -	$ -
Water Truck	-	$ -	$ -
Compactor CAT	-	$ -	$ -
Ext Reach Forklift	-	$ -	$ -
Grading Tractor (Case 480)	-	$ -	$ -
Testing Equipment	-	$ -	$ -
Air Compressor / Pipe Test Equipment	24.0	$ 25.00	$ 600.00
Miscellaneous Pumping Equipment	16.0	$ 11.25	$ 180.00
Equipment Subtotal			*$ 8,996.00*

Materials

Item	Quant	Cost	Total
Waterworks Materials (DIP Fittings, etc)	1 LS	$1,993.24	$ 1,993.24
CSLM - cyds (Pipe Backfill)	56.0	$ 45.00	$ 2,520.00
Cold Patch - tons (Pavement Repair)	2.0	$ 85.00	$ 170.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Material Subtotal			*$ 4,683.24*

FCC Electrical

Discipline	Quant	Cost	Total
Felix Construction Electrical	1.0	$ -	$ -
			$ -
FCC Electrical Subtotal			*$ -*

Subcontractors

Discipline	Quant	Cost	Total
AC Paving	1.0	$3,200.00	$ 3,200.00
Sawcutter	2.0	$ 175.00	$ 350.00
Traffic Control (Trafficade)	15.0	$ 400.79	$ 6,011.85
Traffic Plates / Shoring Rental	1.0	$1,250.00	$ 1,250.00
Video Lines (Pro Pipe)	32.0	$ 140.00	$ 4,480.00
Subcontractor Subtotal			*$ 15,291.85*

Other

Item	Quant	Rate	Total
County ROW Permit (ALLOWANCE)	1.0	$2,500	$ 2,500.00
Backhoe (Mobilization)	1.0	$ 350.00	$ 350.00
J-John	1.0	$ 95.00	$ 95.00
Dump Fees	1.0	$ 520.00	$ 520.00
			$ -
			$ -
			$ -
Other Subtotal			*$ 3,465.00*

Subtotal: Labor, Equipment, Materials, Subs, Other — *$ 45,360.09*

Felix Construction Overhead **	**4.7%**	$ 2,131.92
Profit (Subcontractor Work) **	**4.0%**	$ 611.67
Profit (Self Performed Work)	**7.5%**	$ 2,255.12

Subtotal (before bond and tax): — $ 50,358.81

Bond	Rate (%)	1.13%		$ 569.05
Tax	Rate (%)	9.10%	65.0%	$ 2,978.72
CC Fee	Rate (%)	0.00%		$ -

GRAND TOTAL — **$ 53,906.58**

Estimated Duration of Work (Working Days) + 15

David Giannetto
Project Manager

DATE :
August 26, 2011

*** Felix Construction Company does not include it's Electrical Division's costs when calculating overall project overhead and mark-up.*

Run Date 8/02/11 HD SUPPLY WATERWORKS, LTD.

FELIX CONSTRUCTION CO
STOCK-PHOENIX
309 E 10TH DR
MESA AZ 85210
Telephone: 480-464-0011
Fax: 480-464-0078

HDSWW - PHOENIX AZ
3622 S 30th St
Phoenix AZ 85040
Telephone: 602-268-8781
Fax: 602-268-8973

Attention: STEVE @ 602-390-3536 TO COORD

8/02/11 Bid ID: 2838012 STEVES @ AVONDALE BRIDGE Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
			CUSTOMER'S LIST		
20	2	EA	16 MJ CAP (I) CP DI C153	156.00	312.00
30	2	EA	16 MJ REGULAR ACC SET L/GLAND	32.96	65.92
40	2	EA	16 MEGALUG MJ RESTR. BLK 1116	129.81	259.62
50	1	EA	BR2B1732IP200 SAD 16X2IP	514.54	514.54
			17.32-19.19 DBL STRAP BRNZ SAD		
			+		
70	2	EA	12 MJ CAP (I) CP DI C153	76.80	153.60
80	2	EA	12 MJ REGULAR ACC SET L/GLAND	20.87	41.74
90	2	EA	12 MEGALUG MJ RESTR. BLK 1112	71.18	142.36
100	1	EA	BR2B1314IP200 SAD 12X2IP	198.74	198.74
			13.14-14.58 DBL STRAP BRNZ SAD		
			+		
120	2	EA	B2969 2 MIPTXMIPT BALL CORP	152.36	304.72

Subtotal: 1,993.24

Tax: .00

Bid Total: 1,993.24

TRAFFICADE
Work Zone Services
P: 602.431.0911 F: 602.272.2827
2533 West Holly Street / Phoenix, Arizona / 85009

Felix Construction
CONTACT: Steve Stayer
PHONE: 602 390 3536
RE: Avondale Blvd @ P.I.R. Bridge
BID DATE: 8 / 3 / 11

RIGHT LANE CLOSURE - WORK AREA: 3000 FT.

Provide a single right lane closure on Avondale Blvd in one direction for the above mentioned distance. Day time set up. Daily lump sum for equipment rental is $88.79. Daily lump sum labor to set up and take down this closure is $312.00.

$312.00 + $88.79 = $400.79 / day

EXLUSIONS:

Variable Message Boards, Shadow Truck, Project Specialty Signs, Concrete or Water Filled Barrier Wall and Police Officers.

TERMS / CONDITIONS:

1. **Any variation to the above Lump Sum set-ups could result in an adjusted price per day.**
2. **Additional labor outside of daily Lump Sum will be billed accordingly.**
3. **Job check and service will be provided on a regular basis at no charge.**
4. **Sales tax is not included and will be added to all billings. Tax rate subject to change if the prevailing rate changes.**
5. **0% Retention**

TRAFFICADE ESTIMATOR: Luis Aguilar
602-431-0911
Luis@trafficade.com

CITY COUNCIL REPORT

SUBJECT:
Third Amendment to Software Support Agreement - Infor Global Solutions (Michigan), Inc.

MEETING DATE:
September 6, 2011

TO: Mayor and Council

FROM: Wayne Janis, PE, Public Works Director, (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council approve the third amendment to the software support agreement with Infor Global Solutions (Michigan), Inc., to perform an Enterprise Asset Management (EAM) software upgrade, testing, and issue resolution. The amount of the agreement is not to exceed $22,400.

BACKGROUND:

The Public Works Department and Engineering's Transportation division rely on Enterprise Asset Management (EAM) for work orders and asset management. A year-and-a-half ago the City took over hosting responsibilities from Infor who had been hosting, managing, and updating the City's EAM application. The City is now responsible for hosting, which means the City is responsible for upgrades to the EAM application. Public Works and Information Technology staff have reviewed the support agreement, concur it effectively covers the City's needs, and are tentatively planning the EAM upgrade for November 2011.

DISCUSSION:

The upgrade cost is for Infor services to complete the software upgrade, testing and issue resolution. The software cost to upgrade is covered by the annual support agreement. Infor is the appropriate party to complete the work because Infor developed and supports EAM software. City staff does not have the same level of expertise to complete the upgrade.

The GIS group would benefit from the upgrade to EAM 8.5 because a majority of new and revised field asset data is uploaded out of ArcGIS into EAM and ArcGIS/ArcServer version 10 is now certified for EAM 8.5. For business reasons, the GIS group has already moved to ArcGIS/ArcServer version 10. At the time of the move, EAM was not certified to work with ArcGIS/ArcServer Version 10 so the GIS group has been using a standalone work station loaded with an older version on ArcGIS. Also, the GIS map in EAM 8.4 was moved to ArcServer version 10, which is causing some limitations to the search functionality, which would be resolved with the move to EAM 8.5.

Typically, City Council action would not take place on a contract not to exceed $22,400, but this is an amendment to an existing contract and the cumulative amount of the contract exceeds the City Manager's approval authorization and requires City Council approval.

BUDGETARY IMPACT:

Funding for the software support agreement is available in the water operating budget, line item 501-9222-00-6820 (Water Production).

RECOMMENDATION:

Staff recommends City Council approve the third amendment to the software support agreement with

Infor Global Solutions (Michigan), Inc., to perform an Enterprise Asset Management (EAM) software upgrade, testing, and issue resolution and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Agreement

THIRD AMENDMENT
TO
SOFTWARE SUPPORT AGREEMENT
BETWEEN
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.
AND
THE CITY OF AVONDALE

THIS THIRD AMENDMENT (the "Third Amendment") is made as of September 6, 2011 between the City of Avondale, an Arizona municipal corporation (the "Licensee") and Infor Global Solutions (Michigan), Inc., a Michigan corporation ("Infor").

RECITALS

A. The Licensee and Infor entered into a Software Support Agreement, Contract No. 12325, effective as of March 11, 2008 as amended by that certain Amendment No. 1, effective as of March 11, 2008, in conjunction with that certain First Work Order, effective March 11, 2008 and that certain Second Work Order, dated September 30, 2009 and as amended by that certain Second Amendment, dated September 30, 2009 (collectively, the Software Support Agreement, Amendment No. 1., First Work Order, Second Work Order and Second Amendment are referred to herein as the "Existing Agreement"). All of the capitalized terms not otherwise defined in this Third Amendment have the same respective meanings as contained in the Existing Agreement.

B. The City has determined that additional support services are required under the Existing Agreement (the "Additional Support")

C. The Licensee and Infor desire to enter into this Third Amendment to (i) authorize the Additional Support and (ii) provide for compensation to Infor for same.

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 are hereby acknowledged, the Licensee and Infor hereby agree to amend the Support Agreement as follows:

1. Scope of Services. Infor shall perform the Additional Support as set forth on the Services Work Order, attached hereto as Exhibit A, and incorporated herein by reference.

2. Compensation. The Licensee shall pay Infor an aggregate amount not to exceed $22,400.00 for the Additional Support at the rates as set forth in the Services Work Order, attached hereto as Exhibit A

3. Agreement Subject to Appropriation. The provisions of this Third Amendment and the Support Agreement for payment of funds by the Licensee shall be effective when funds are appropriated for purposes of this Third Amendment and are actually available for payment.

The Licensee shall be the sole judge and authority in determining the availability of funds under this Third Amendment and the Licensee shall keep Infor fully informed as to the availability of funds for the Third Amendment. The obligation of the Licensee to make any payment pursuant to this Third Amendment is a current expense of the Licensee, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Licensee. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Third Amendment during any immediately succeeding fiscal year, this Third Amendment shall terminate at the end of then-current fiscal year and the Licensee and Infor shall be relieved of any subsequent obligation under this Third Amendment and the Support Agreement.

5. Non-Default. By executing this Third Amendment, Infor, to its knowledge without investigation, affirmatively (i) asserts that the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement and (b) waives any and all claims related to the Agreement occurring prior to this Third Amendment except for those based on any breach of confidentiality, Infor's intellectual property rights or misuse of any software licensed outside the scope of the license.

6. Effect of Amendment. In all other respects, the Support Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Support Agreement shall remain in full force and effect.

7. Conflict of Interest. This Third Amendment and the Support Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON 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

"Infor"

INFOR GLOBAL SOLUTIONS (MICHIGAN), INC., a Michigan corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGEMENTS)

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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20___, by _____ as _____ of INFOR GLOBAL SOLUTIONS (MICHIGAN), INC., a Michigan corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
THIRD AMENDMENT
TO
SOFTWARE SUPPORT AGREEMENT
BETWEEN
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.
AND
THE CITY OF AVONDALE

[Services Work Order]

See following pages.

CITY COUNCIL REPORT

SUBJECT:
Materials Purchase Agreement - Wesco Distribution, Inc. dba Brown Wholesale Electric

MEETING DATE:
September 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 City Council approve a Materials Purchase Agreement with Wesco Distribution, Inc. dba Brown Wholesale Electric to purchase streetlight supplies and equipment, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City owns, operates and maintains approximately 7,800 streetlights within Avondale City limits. Traffic Engineering staff complete the streetlight repairs with the exception of pole knockdowns/replacements.

DISCUSSION:

The City has a need for streetlight supplies and equipment that are compliant with the City's existing streetlight configurations and design. By utilizing this contract, the necessary supplies and equipment for effective operation, maintenance and repair of City owned streetlights can be purchased. In addition, streetlight supplies and equipment for Capital Improvement Program (CIP) projects can be procured in a timely and effective manner.

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on August 5 and August 12, 2011 and the Arizona Business Gazette on August 4, 2011. Two (2) bids were received and opened on August 25, 2011. Each bid package was reviewed and one (1) bid met the bidding requirements. The successful bidder is Wesco Distribution, Inc. dba Brown Wholesale Electric (Brown Wholesale). The attached Bid Tabulation Sheet provides a detailed, bid item breakdown of each submitted bid. The contract is on file with the City Clerk.

Staff has worked with Brown Wholesale in the past and believes this vendor is competent and qualified for this project.

SCHEDULE:

Staff anticipates issuing purchase orders for equipment throughout the term of the contract. The contracts will be utilized for ordering equipment for City owned and maintained streetlights and CIP projects.

BUDGETARY IMPACT:

The Agreement is in an annual amount not to exceed $61,000. The estimated usage over the life of the Agreement is approximately $244,000, subject to annual budget approval.

Funding for equipment needed by CIP projects is available in the respective CIP project line item. Funding for general operation, maintenance and repair equipment is available in Traffic Engineering's Operating Budget 201-5925.

RECOMMENDATION:

Staff recommends that City Council approve a Materials Purchase Agreement with Wesco Distribution, Inc. dba Brown Wholesale Electric to purchase streetlight supplies and equipment, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Bid Tabulation

CITY OF AVONDALE
BID TABULATION
EN11-071 Streetlight Supplies/Equipment
BID DATE: August 25, 2011

				Wesco Distribution dba Brown Wholesale		Voss Electric		S&K Electronics	
Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	100 Watt HPS Lamp/Mogel Base/S54	500	Each	$ 12.25	$ 6,125.00	$ 6.64	$ 3,320.00	No Bid	
2	150 Watt HPS Lamp/Mogel Base/S55	200	Each	$ 12.25	$ 2,450.00	$ 6.64	$ 1,328.00	No Bid	
3	250 Watt HPS Lamp/Mogel Base/S50	300	Each	$ 12.25	$ 3,675.00	$ 6.64	$ 1,992.00	No Bid	
4	400 Watt HPS Lamp/Mogel Base/S51	12	Each	$ 12.25	$ 147.00	$ 6.64	$ 79.68	No Bid	
5	100 Watt HPS Cobra Luminaire, GE - M2AC10SOA2GMC32	20	Each	$ 147.00	$ 2,940.00	No Bid		No Bid	
6	150 Watt HPS Cobra Luminaire, GE - M2AC15SOA2GMC32	10	Each	$ 158.00	$ 1,580.00	No Bid		No Bid	
7	250 Watt HPS Cobra Luminaire, GE - M2AC25SOA2GMC32	20	Each	$ 166.00	$ 3,320.00	No Bid		No Bid	
8	250 Watt HPS Shoebox Luminaire, GE - DSME25SOA2GMC3DBC	10	Each	$ 275.00	$ 2,750.00	No Bid		No Bid	
9	250 Watt HPS Shoebox Luminaire, GE - TSP25SOA2FMC3SDB	5	Each	$ 237.00	$ 1,185.00	No Bid		No Bid	
10	95 Watt LED Luminaire, GE-ERMC0A160A2 Gray - (100 W HPS Equiv)	10	Each	$ 608.00	$ 6,080.00	No Bid		No Bid	
11	144 Watt LED Luminaire, GE-ERMC0A260A2 Gray - (150 W HPS Equiv)	5	Each	$ 715.00	$ 3,575.00	No Bid		No Bid	
12	157 Watt LED Luminaire, GE-ERMC0A360A2 Gray - (250 W HPS Equiv)	10	Each	$ 726.00	$ 7,260.00	No Bid		No Bid	
13	100 Watt HPS Ballast Kit, Multi-tap	25	Each	$ 55.00	$ 1,375.00	$ 44.68	$ 1,117.00	No Bid	
14	150 Watt HPS Ballast Kit, Multi-tap	15	Each	$ 58.00	$ 870.00	$ 47.62	$ 714.30	No Bid	
15	250 Watt HPS Ballast Kit, Multi-tap	25	Each	$ 71.00	$ 1,775.00	$ 58.03	$ 1,450.75	No Bid	
16	KTK-R–5 Midget Fuse	50	Each	$ 7.30	$ 365.00	No Bid		No Bid	
17	KTK-R–10 Midget Fuse	50	Each	$ 7.30	$ 365.00	No Bid		No Bid	
18	KTK-R-15 Midget Fuse	50	Each	$ 7.30	$ 365.00	No Bid		No Bid	
19	HEB–AA Fuse Holder	50	Each	$ 12.03	$ 601.50	No Bid		No Bid	
20	GE Glass Lens, M2AR10SOH	50	Each	$ 65.00	$ 3,250.00	No Bid		No Bid	
21	Photocontrol, ES124-WPJ-2.5 – TBK (Fail-On)	500	Each	$ 7.75	$ 3,875.00	No Bid		No Bid	

CITY OF AVONDALE
BID TABULATION
EN11-071 Streetlight Supplies/Equipment
BID DATE: August 25, 2011

				Wesco Distribution dba Brown Wholesale		Voss Electric		S&K Electronics	
Item No.	**Description of Materials and/or Services**	**Qty**	**Unit**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
22	Photocontrol, Ripley, New York City 6390-NYC (Fail-Off)	50	Each	$ 24.00	$ 1,200.00	No Bid		No Bid	
23	Shorting Cap, Ripley, 6005M-320V	10	Each	$ 3.45	$ 34.50	No Bid		No Bid	
24	#12 Solid Wire, Copper, THHN, Black	500'	Spool	$ 0.14/ft	$ 70.00	No Bid		No Bid	
25	#12 Solid Wire, Copper, THHN, White	500"	Spool	$ 0.14/ft	$ 70.00	No Bid		No Bid	
26	#12 Solid Wire, Copper, THHN, Green	500"	Spool	$ 0.14/ft	$ 70.00	No Bid		No Bid	
27	#12 Solid Wire, Copper, THHN, Red	500"	Spool	$ 0.14/ft	$ 70.00	No Bid		No Bid	
			SUBTOTAL		$ 55,443.00		$ 10,001.73		
			Taxes As Applicable		$ 5,156.20		$ 930.16		
			TOTAL		$ 60,599.20		$ 10,931.89		
			TOTAL SUBMITTED BY BIDDER		$ 60,599.20		$ 10,931.89		
			Is the Contract Complete?		Yes		Yes		No
			Is Contract Properly Signed?		Yes		Yes		No
			Business License Attached?		Yes		Yes		No
			References Attached & Complete?		Yes		No		No
			Exceptions to Specifications?		No		No		No

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Precise Sign, Inc.- City Center Multi-Tenant Sign and Marquee

MEETING DATE:
September 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 Professional Services Agreement with Precise Sign, Inc. (Precise Sign) for the design and construction of the City Center Multi-Tenant Sign and Marquee in the amount of $84,134.32 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

In an effort to promote City Center business exposure, a multi-tenant sign with marquee is proposed to be installed along the frontage of Avondale Boulevard between Dale Earnhardt Drive and City Center Drive (see attached vicinity map).

In accordance with the City Center Specific Plan and the City's zoning requirements, the proposed multi-tenant sign and marquee will be between 17 feet and 22 feet in height and provide a maximum sign area of 170 square feet. The multi-tenant sign with marquee will provide off-site signage for the American Sports Center, Double Cask, and Carlos O'Brien Restaurant, as well as future tenants. The sign will include six (6) tenant panels (front and back) and will be painted with light/medium montex finish color that will be determined by the City. The proposed marquee LED screen will be double faced, a minimum of 3'10” x 7'10” in size. The exact location of the sign and marquee will be determined during the design and planning period of the project. A conceptual illustration of the marquee sign that is consistent with City Center Design Guidelines is attached.

BID PROCESS:

Requests-for-Proposal (RFP) notices were published in the West Valley View on July 29 and August 5, 2011 and the Arizona Business Gazette on July 28, 2011. Four (4) proposals were received on August 18, 2011. Proposals were reviewed and rated in accordance with the scoring criteria identified in the RFP. Precise Sign was selected as the most capable firm for this project. Staff contacted references and found that Precise Sign is considered to be a competent, knowledgeable, and highly recommended sign and marquee manufacturer.

SCOPE OF WORK:

The scope of work for this project includes:

- Design of a custom multi-tenant sign with a double faced 3'10” x 7'10” electronic marquee
- Manufacturing and installation of the custom multi-tenant sign with a double faced electronic marquee, including all engineered foundations and/or footings.

Optional additional scope of work items include:

- Upgrading the marquee LED screen to 3'10” x 8'10”
- Illuminating the tenant panels and City Center sign
- Customizing three (3) tenant panels (front and back)

SCHEDULE:

A tentative design and construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	09/07/11
Begin Preliminary Design	09/14/11
Acceptance of Preliminary Design & Budget	10/11/11
Acceptance of Final Design & Construction Costs by the City	10/25/11
Issue Notice to Proceed	10/25/11
Approval of Final Design by the City	11/08/11
Begin Construction	11/16/11
Begin Installation	01/08/12
Complete Construction	01/25/12

BUDGETARY IMPACT:

Precise Sign's base bid was $67,860.85 and $16,273.47 for additional scope of work items, for a total bid of $84,134.32. Staff has determined that the additional scope of work items will provide the City with maximum benefit and flexibility. Funding in the amount of $84,134.32 is available in CIP Parkland Line Item No. 310-1119-00-8210, American Sports Center.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Precise Sign, Inc. for the design and construction of the City Center Multi-Tenant Sign and Marquee in the amount of $84,134.32 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Conceptual Illustration of Multi-Tenant Sign
- PSA

AMERICAN
SPORTS CENTERS
Avondale
TENANT 1
TENANT 2
TENANT 3
TENANT 4
TENANT 5
TENANT 6
CITY CENTER
20'-0"

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PAMELA K. LAURIDSEN AND RANDAL G. LAURIDSEN
d/b/a
PRECISE SIGN, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of September 6, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Pamela K. Lauridsen and Randal G. Lauridsen, an Arizona partnership, d/b/a Precise Sign, Inc. (the "Contractor").

RECITALS

A. The City issued Request for Proposals "Multi-Tenant Sign with Marquee Design and Construction EN 11-048.2" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for professional design and construction services.

B. The Contractor submitted a Proposal (the "Proposal") in response to the RFP, attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for design and construction of a Multi-Tenant Sign with Marquee (the "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 are 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 June 30, 2012.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work and Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

2.1 Reference Standards. The Contractor shall perform the Services required in conformance with (A) the "Uniform Standard Specifications for Public Works Construction," current edition as of the date of award of this Agreement and the Uniform Standard Details for Public Works Construction," current edition as of the date of award of this Agreement, each of which are sponsored and distributed by the Maricopa Association of Governments (collectively, the "MAG Specifications") and any amendments or supplements adopted by the City and (B) and the City Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, dated April, 2008 (the "MAG Supplement"), each of which are incorporated herein by reference. In the event of a conflict between the MAG Specifications and the MAG Supplement, the MAG Supplement shall prevail. Additionally, the Contractor shall

perform the Services in conformance with the latest editions of the codes listed (as applicable), and as amended by City amendments or supplements, and such codes or standards as indicated in the Specifications or shown on the Plans. Each of the reference standards listed below are incorporated herein by reference. In the event of a conflict among the referenced standards, the more stringent requirement shall prevail.

A. International Building Code
B. National Fire Protection Association "Life Safety" NFPA
C. International Electric Code
D. Occupational Safety and Health Administration (OSHA)
E. Maricopa County Health Department Codes and Regulations

3. Compensation. The City shall pay Contractor an amount not to exceed $84,134.32 for the Services at the rates as set forth in the Fee Proposal included as a portion of the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives,

officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

D. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and any suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

13.6 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 the 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.

14. Miscellaneous.

14.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future state

and federal laws and (C) existing and future Occupational Safety and Health Administration standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will 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 Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, 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 Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878
Attn: Andrew J. McGuire, Esq.

If to Contractor: Precise Signs, Inc.
3914 West Maricopa Street
Phoenix, Arizona 85009
Facsimile: (602) 278-2523
Attn: Amanda Lauridsen

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. 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 any 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 subsection 14.17 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 subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, 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 subsection. 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 subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 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.

14.18 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 pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work and Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein. Notwithstanding the forgoing, Contractor expressly acknowledges and agrees unauthorized terms, conditions, exceptions, limitations or provisions in conflict with the terms of this Agreement, including any agreements provided in the Contractor's Proposal as exhibits or examples (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Service, material or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms or conditions set forth in this Agreement or the City's acceptance of and payment for Services and materials shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive

obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

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

(ACKNOWLEDGMENT)

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

(affix notary seal here)

"**Contractor**"

_____	_____
Pamela K. Lauridsen	Randal G. Lauridsen

(ACKNOWLEDGMENTS)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2011, before me personally appeared Pamela K. Lauridsen, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above/attached document.

_____
Notary Public in and for the State of _____

(affix notary seal here)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2011, before me personally appeared Randal G. Lauridsen, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that he signed the above/attached document.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PAMELA K. LAURIDSEN AND RANDAL G. LAURIDSEN
d/b/a
PRECISE SIGN, INC.

[RFP]

See following pages.

REQUEST FOR PROPOSALS
FOR
MULTI-TENANT SIGN & MARQUEE DESIGN AND CONSTRUCTION

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 11-048.2**
Solicitation Title:	**Multi-Tenant Sign & Marquee Design and Construction**
Release Date:	**July 28, 2011**
NON-MANDATORY Pre-Submittal Conference:	**August 4, 2011** **10:00 a.m.** (local time, Phoenix, Arizona) Avondale Civic Center Sonoran Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
Final Date for Inquiries:	**August 10, 2011**
Proposal Due Date and Time:	**August 18, 2011** **3:00 p.m.** (local time, Phoenix, Arizona)
Shortlist Announced for Oral Interviews:	**August 24, 2011**
Oral Interviews (if necessary):	**August 31, 2011**
Target City Council Award Date:	**September 6, 2011**
Anticipated Agreement Start Date:	**September 7, 2011**
City Representatives:	**Charles Andrews** **candrews@avondale.org** **623-333-4216** **Loretta Browning** **lbrowning@avondale.org** **623-333-2029**

* In the event that a Vendor cannot be selected based solely on Proposals submitted Oral Interviews may be conducted at the City's sole discretion.

** The City of Avondale reserves the right to amend the solicitation schedule as necessary.

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Section B

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I. RFP PROCESS; AWARD OF AGREEMENT

1. Purpose; Scope of Work. The City of Avondale (the "City") is issuing this Request For Proposals (this "RFP") seeking proposals ("Proposals") from qualified, licensed firms ("Vendors") interested in providing professional services for design and construction of one multi-tenant sign with marquee for Avondale City Center Phase I (the "Project"), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C (the "Services"), and incorporated herein by reference. In accordance with the City's Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work in the sample Professional Services Agreement.

2. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The City shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

a. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.

b. Vendor has a past record of failing to fully perform or fulfill contractual obligations.

c. Vendor cannot demonstrate financial stability.

d. Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original** and **five (5) copies (six (6) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **twelve (12)** pages to

address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

2.4. Vendor Responsibilities. All Vendors shall (a) examine the entire RFP, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a Proposal and (d) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **(EN 11-048.2) Multi-Tenant Sign & Marquee Design and Construction**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.2 in a **separate, sealed envelope** enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Service Agreement in Exhibit C.

2.7. Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw

its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the City Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (a) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (b) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to one of the City Representatives via e-mail or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the Final Date for Inquiries listed on the cover of this RFP.

5. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP 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 or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

7. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

9. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

10. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Vendor certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

11.3 No Gratuity. It 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 City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

11.5 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

11.6 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (a) the Proposal, (b) information provided by references and (c) criteria outlined in this RFP. The Selection Committee will select three (3), but no more than five (5) finalists that will be invited for Oral Interviews with the Selection Committee. The City will conduct the Oral Interviews with the selected Vendors and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three (3) most qualified Vendors. The Selection Committee will enter into negotiations with the highest scoring Vendor from the final list. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

12.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, 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.

12.3 Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A

sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

12.4 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (a) waive any immaterial defect or informality, (b) reject any or all Proposals or portions thereof and (c) reissue an RFP.

12.5 Protests. Any Vendor may protest this RFP issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

13. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

II. PROPOSAL FORMAT; SCORING

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee will conduct Oral Interviews with at least three (3) of the highest ranked Vendors based upon the Proposal submittal scoring.

Section 1: General Information **5 pts**

A. One page cover letter as described in Section I, 2.3.

B. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.

C. Identify the location of the Vendor's principal office and the local work office, if different.

D. Provide a general description of the Vendor that is proposing to provide the Services, including years in business.

E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years. Briefly describe the circumstances and the outcome.

F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.

G. Vendor Information Form (may be attached as separate appendix).

Section 2: Experience and Qualifications of the Vendor 20 pts

A. Provide a detailed description of the Vendor's experience in providing similar services to other entities, specifically relating to experience with sign design and construction on at least three (3) similar successful projects completed within the last seven (7) years.

B. With respect to Section A above, provide references from <u>at least three (3)</u> organizations for which the Vendor has provided projects of similar size or scope to the City's proposed Project. This list shall include, at a minimum, the following:

(i) Name of company or organization.
(ii) Contact name.
(iii) Contract address, telephone number and e-mail address.
(iv) Project description, including details about how each project is similar to the one described in this Proposal.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

Section 3: Personnel Experience 20 pts

A. Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed Project Manager.

B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City.

C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

D. Attach a résumé and evidence of current licenses and certifications, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. Attach a brief (two page maximum) resume for each person.

E. Include senior members of the firm only from the perspective of what their role would be in providing services to the City.

Section 4: Project Approach 25 pts

A. Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit C, including the following processes:

(i) Include a sample proposed schedule of services
(ii) Estimating.
(iii) Scheduling.
(iv) Cost controls.
(v) Project management and team organization during design and construction phase services.
(vi) Management of overhead costs.
(vii) Managing subcontractors.
(viii) Quality control.
(ix) Process for incorporating the City decision makers into the design process.

B. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the City. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the City's general objectives.

Section 5: Project Schedule: 20 pts

Provide a Project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed in Exhibit C. All Services of the successful Vendor must reach full completion and shall not exceed a 90 day period after the Notice to Proceed has been issued by City. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include projected number of weeks required to complete.

Section 6: Pricing 10 pts

Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.6 in a separate, sealed envelope enclosed with the Vendor's Proposal with the

signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal shall be provided with sufficient detail to permit full evaluation of the Proposal.

Total Possible Points for Proposal: 100

III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three (3) Vendors may be selected for Oral Interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these Oral Interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's project approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

Oral Interview

10	General Information
25	Experience and Qualifications of the Vendor
20	Key Positions
45	Proposed Project
100	**Total Possible Points for Oral Interview**

Total Points Possible for this RFP: 200

IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX #
CITY STATE ZIP	DATE
WEB SITE: _____	E-MAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PAMELA K. LAURIDSEN AND RANDAL G. LAURIDSEN
d/b/a
PRECISE SIGN, INC.

[Contractor's Proposal]

See following pages.

P r e c i s e S i g n

3914 west maricopa street
phoenix, arizona 85009
602.278.2906
fax 602.278.2523
email: precisesigninc@aol.com

Table of Contents:

Cover Letter

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Section 1: Precise Sign's General Information
Section 2: Precise Sign's Experience and Qualifications as a sign vendor
Page 2
Section 3: Precise Sign's Key Personnel Experience
Page 4
Section 4: Project Approach
Page 5
Section 5: Project Schedule
Section 6: Pricing (Separate Envelope)

P r e c i s e S i g n

3914 west maricopa street
phoenix, arizona 85009
602.278.2906
fax: 602.278.2523
email: precisesigninc@aol.com

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Solicitation Number: EN 11-048.2
Solicitation Title: Multi-Tenant Sign & Marquee Design and

City Officials,

Precise Sign is a full service sign company specializing in project management from design to custom fabrication to installation of all concepts of signage. We pride ourselves on product quality, craftsmanship and the ability to install any project to exact specifications.

Our successful journey began over 21 years ago and are consider a leader in the industry. Precise Sign, was instrumental in implemmenting the use of electronic message center displays (LEDs) in the State of Arizona and has introduced green technology throughout all phases of lighting.

The following is a list of successful projects contracted with commercial developers, expanding corporations, city manicipalities, government facilities, public and private educational insitiutes :
Arizona DiamondaBacks Field Of Dreams Scoreboard Program (Summit Builders)
Arizona Diamonda Backs Salt River Fields Spring Training Signage (Daktronics)
Peoria Sports Complex Message Center Marquee (City of Peoria)
Surprise Stadium Message Center Marquee (City of Surprise)
Raytheon Missle Systems Message Centers (Raytheon Missle Systems)
Higley High School Stadium Scoreboard (McCarthy Builders)
SRP Crosscut Facilities ID Signage (Haydon Builders)
Brophy College Preparatory Scoreboard (Ryan Builders)
Florence High School Stadium Scoreboard (Sundt Construction)
Xavier College Preparatory Message Center Marquee (Xavier College Preparatory)
Scottsdale Design Center Exterior Sign Package (Scottsdale Design Center)
Bill Luke Chrysler Exterior Sign Package & Freeway Message Center Sign (Bill Luke)
Kayenta School District Basketball Arena Message Center (Daktronics)
Dolce Salon & Spa Exterior Signs (Dolce)

Please visit our website at www.precisesign.com to view images of completed projects .

Regards,

Amanda Lauridsen
Account Representative/Designer
Email: Amanda@precisesign.com
Cell: 623-261-8004

Section 1:

A. Please See first page.
B. Precise Sign is a partnership between Randal & Pamela Lauridsen.
   Pamela K Lauridsen 7722 West Wood Lane, Phoenix, AZ 85009
   Randal G. Lauridsen 7722 West Wood Lane, Phoenix, AZ 85009
C. Precise Sign is located at: 3914 West Maricopa, Phoenix, AZ 85009
D. Precise Sign is a licensed and UL approved, locally family owned and operated sign company. We have been in business for over 21 years in the State of Arizona. Precise Sign does everything sign related: from our professional design staff working hand and hand with our customers; to our permit technicians working with the cities on obtaining all required permits; to our highly trained manufacturing crew that builds all of our custom sign designs right here in Phoenix, Arizona; to our highly skilled install crew that currently has zero injuries on any installation or project site.
E. Precise Signs contract with an out of state sign company was terminated due to Precise Sign not willing to install a sign provided by the out of state sign company without a required city permit.
F. We do not have or have had an arbitrations or litigations claims against Precise Sign.
G. Vendor information form please see appendix.

Section 2:

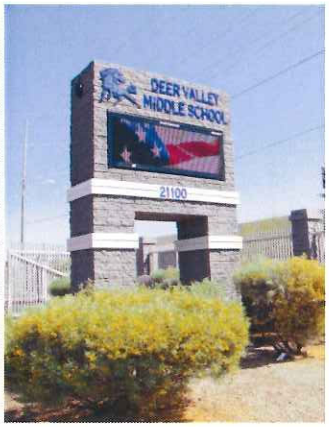
A. 1.) Peroria Sports Complex, Precise Sign designed this sign with the input of city officials, obtained all required permits, custom manufactured the sign in our manufacturing facility and installed this double face 45' sign. The sign has illuminated ad panels and a full color 20MM RGB Daktronics LED message board.

   2.) Bill Luke Chrysler, Precise Sign worked with designers on this sign package with input of car dealership owner Don Luke. We assisted him with manufacturing and installing several directional signs and (1) large freeway LED message board display. The full color message display was (1) double face 26MM Full Color GP3 Daktronics LED display.

   3.) Deer Valley Middle School, was designed by Amanda Lauridsen with Precise Sign and Lynn Miller with the school. They incorporated the look for the school into the sign. The display in this sign is a 20MM Full Color Double Face Daktronics LED message board.

Peoria Sports Complex

Bill Luke Chrysler



Deer Valley Middle School

1.) Peoria Sports Complex: Mike Hyland, Operations Coordinator, City of Peoria, 16101 N 83rd Ave, Peoria, AZ 85382 Office: 623.773.8705

How project was similar:

a. City decision makers were included in on the design process.
b. We designed the sign, keeping in mind budget constraints, and kept to our original budget numbers, and still managed to meet our quality control standards..
c. We incorporated the design of the sports complex in the design of the sign.
d. The sign has an LED reader board that the city of Peoria uses for both the sports complex and other events held there. It is a Daktronics LED message board. As does the City Center sign we are proposing.
e. The sign has (2) advertisement panels that illuminate that the city changes out and sells sponsor/ad space. The City Center sign will have tenant space, that will be changed out when tenants move in and out. We would like to present to the city and easy option, to change out tenant panels without it breaking the bank, as we know tenants come and go every year.
f. We had to help with facilitating the bringing to site of electrical.
g. We trained key office personnel on the use of the LED message board software.

2.) Bill Luke Chrysler: Don Luke, 2425 W Camelback Road, Phoenix, AZ
Office: 602-336-1530

How project was similar:

a. Precise Sign worked with designers through all stages of design.
b. The sign was designed keeping in mind budget constraints. They wanted a lot of bang for their buck, but wanted the best of the best. We were able to do that with the design they chouse. We kept to our original budget numbers, and still managed to meet our quality control standards.
c. The sign has an LED reader board that the Bill Luke uses to advertise specials going on at the dealership.. It is a Daktronics LED message board. As does the City Center sign we are proposing.
d. The sign is was designed for great freeway visibility. We kept in mind freeway traffic as well as traffic in front of the dealership. We chose a height that would give great visibility to both flows of traffic.
e. We had to help with facilitating the bringing to site of electrical.
f. We trained key office personnel on the use of the LED message board software.

3.) Deer Valley Middle School: Lynn Miller, Principal,2110 N. 27th Ave, Phoenix, AZ
Office: 623-445-3304

How project was similar:

a. We worked side by side with the school designing a sign that was under $35,000.00 but kept the aesthetics of the school in mind with the design. The school had (3) main things they wanted this sign for. (1) to let parents know what's going on at campus the LED did that for them, (2) to be an innovator in the middle schools with their sign, we did this by doing a nice block structure and a full color LED, and (3) they wanted to be able to change their mascot without blowing a small school budget, we did this by making their letters flat cut out, which made it easy, and kept the cost down, while making the sign match the look and feel of the school.

b. We designed the sign, keeping in mind budget constraints, and kept to our original budget numbers, and still managed to meet our quality control standards.
c. The sign has an LED reader board that the Deer Valley Middle School uses to promote events and student reminders held there. It is a Daktronics LED message board. As does the City Center sign we are proposing.
d. We had to help with facilitating the bringing to site of electrical.
e. We trained key office personnel on the use of the LED message board software.

We believe each of these projects bring something to the table, that we believe the City of Avondale would appreciate. As we kept in mind what each projects requirements were, worked hand and hand with customer to design their sign. We then executed the project in a timely manner and delivered a high quality custom show product that the customer was proud of and stayed within all budget restraints.

Section 3:

A. Randy Lauridsen, Amanda Lauirdsen, Michael Lauridsen & Martin Jiminez
B. Key personnel contributions to company.
    a. Randy Lauridsen- CEO: He will oversee the scheduling, quality control, and management of subcontractors. Basically he will make sure the project runs smoothly and the marquee is built and installed correctly, with the highest quality products the project can afford.
    b. Amanda Lauridsen- Project Manager, Designer & LED Software Technician: I will oversee the management of the project. I will submit all required paperwork/documents to the City and apply for all required permits. I will work with the City decision makers on the design process, we will setup a couple design brainstorming sessions, where I will take input from City officials on the design on the marquee sign. Once the sign is installed and termination of power/communication is done, I will setup Daktronics LED software on the designated computers and train office personnel on the use of the software. I will also maintain contact with the city throughout the project and throughout the lifetime of the marquee.
    c. Michael Lauridsen- Shop Foreman: He will manufacture the marquee sign in our Manufacturing warehouse here in Phoenix, Arizona. He will oversee and be hands on with the fabrication of the marquee from ordering the material, to cutting the material to size, to designing the structural, to welding the structure together, to wiring the display and to painting the display. Basically he make sure the marquee is structurally sound and looks like the architectural drawing myself and the City officials have designed together.
    d. Martin Jiminez- Installation Supervisor: He will oversee the digging of the footing, setting of the pipe, concreting the pipe in, installation/welding of the sign over the pole, and the final electrical connection to the sign. Basically he will follow the engineering guidelines to make sure the sign is installed correctly.
C. We will be the only contractor on this project, unless unforeseen subcontractors are needed, if this arises, we will supply information and insurance documents from the hired subcontractor.
D. In key personnel & subcontractors appendix

E. Randy Lauridsen- CEO: He will oversee the scheduling, quality control, and management of subcontractors. Basically he will make sure the project runs smoothly and the marquee is built and installed correctly, with the highest quality products the project can afford.

Section 4:

A. Required Services Approach

i. Schedule of Services

Sample Schedule of Services

Award of Contract	Sept 7, 2011
Preliminary Design Begins	Sept 12, 2011
Acceptance of Preliminary Design and Budget	Sept 26, 2011
City Acceptance of Final Design and Construction Cost Estimate	Sept 29, 2011
Notice to Proceed (We need to finalize design before notice to proceed)	Sept 29, 2011
Approval of Final Design by City Planning & Building Department	Oct 17, 2011
Order LED Upon Permit Approval by City Planning & Building	Oct 17, 2011
Construction Documentation	Oct 24, 2011
Start of Construction	Oct 24, 2011
LED Arrival (4-6 weeks manufacture, 3-5 day Delivery)	Dec 5, 2011
Start Installation (We need 1-2 Weeks to retro in LED & Install)	Dec 19, 2011
Complete Construction By	Dec 23, 2011

ii. Estimating

Due to the custom nature of each project Precise Sign does not have a set cost. We break down cost by project based on material & labor. We provide the LED @ cost from Daktronics, we do not markup LED.

iii. Scheduling

We determine our scheduling based upon the LED message board production time. We give ourselves (2) weeks after LED shipment to fit LED into display and start installation of sign. We always meet our schedules; we have not missed a deadline in the 21 years we have been in business.

iv. Cost Controls

We use the most effective cost control methods. We us a standard cost systems, in which the actual costs are compared against standard cost.

v. Project Management

The project is over seen by the Account Manage, the shop foreman and the CEO of the company. The account manager makes sure all designs, colors and product schedule is correct and current. The shop foreman makes sure the project is on schedule, the fabrication of the project is in line with the design and oversee the quality of the fabrication, as well as materials. The CEO oversees the shop foreman and account manager to make sure all staff on a particular project are on the same page and will meet all required deadlines.

vi. Bid Package Management

The CEO is in charge of the Bid Package Management. He will oversee every aspect of the bid package. He oversees all contractors and suppliers.

He monitors all pricing, monitors all departments within Precise Sign. He controls the schedule and quality control.

vii. Management of Overhead Costs

This "ain't Precise Sign's first rodeo," we know our overhead costs, and incorporate this into the labor and material rate of our projects. We have never gone back to a customer to ask for additional funds, our bottom number is the final number.

viii. Managing Subcontractors

We have used several subcontractors in the past, and our CEO is in charge of managing each contractor. If there where, which we are not planning on, any subcontractors on this project, you can rest assure, our CEO is not going to risk his business, by not managing every aspect of the hired sub-con. We require the sub-contractor to supply us with insurance certificates, a complete schedule of services, and to schedule with the CEO days they are on site, so the CEO can be on site as well.

ix. Quality Control

We are a family owned company. Several of our employees are family as well. We built our company on the aspects of quality. Every material we order for the project is of the highest quality used by the industry. Our CEO has chosen each of his vendors himself. We have used each of these vendors for over 10 years. For example with material, we only use sign grade plex/lexan which is the most durable in the industry, we only use 3M vinyl material which has the highest material durability in the industry, we only use aluminum to manufacture our signs. We can supply all of the products being used in the manufacturing of the sign if required.

x. City Decision Makers Incorporation into design

Amanda Lauridsen the designer assigned to this project will work hand and hand with city officials until the project design is finalized. She will designate several days with city staff. She has worked with over a hundred schools, churchs and city projects. She understands the needs of working with several people and producing a design that everyone will be happy with.

Sample Design Schedule:

Day 1: Herself and city officials will brainstorm ideas and colors of what they believe the marquee sign should be designed.

Day 2: Amanda and city officials will meet to go over designs. Amanda will have hard copies of designs as well as her laptop to make changes immediately during the meeting.

Day 3: Make any final changes to design. Colors, structural, fonts..etc.

Day 4: Final meeting with officials to sign off on design. If officials do not agree, we go back to Day 2. This process will happen until all city officials are on same page, and we have a final design.

B. Alternate Approaches

We would highly recommend doing a double sided sign and placing it perpendicular to the street to catch both North & South bound traffic as placing a sign parallel to the street will

hinder its visibility from the drivers eye. We have created several options for your review of our recommendations. Our recommendations are based on the information given, once we have our initial meeting with city officials that will be making the design decision we will obtain a better understanding of what the purpose of this sign is going to be. This will help us determine if anything else but the LED message board needs to be illuminated, or if everything needs to be illuminated. Once we better understand what the intentions of the marquee sign is we will have a better idea of what we should recommend. We did try to capture several options in our designs for your review.

We think the height chosen is a great height for this project, it will allow for great visibility plus give it protection from any possible vandalism. And the maximum sign area is large enough to allow for all necessary information, but not to large to become an eye sore to the public.

Section 5:

A. Project Schedule:

Determined by City of Avondale	
Award of Contract	Sept 7, 2011
Preliminary Design Begins	Sept 14, 2011
Acceptance of Preliminary Design and Budget	Oct 11, 2011
City Acceptance of Final Design and Construction Cost Estimate	Oct 25, 2011
Notice to Proceed (We need to finalize design before notice to proceed)	Oct 25, 2011
Approval of Final Design by City Planning & Building Department	Nov 8, 2011

Determined by Precise Sign	
Order LED Upon Permit Approval by City Planning & Building	Nov 8, 2011
Construction Documentation	Nov 14, 2011
Start of Construction	Nov 16, 2011
LED Arrival (4-6 weeks manufacture, 3-5 day Delivery)	Dec 30, 2011
Start Installation (We need 1-2 Weeks to retro in LED & Install)	Jan 8, 2011
Complete Construction By	Jan 12, 2011

Notes:
The notice to proceed date was changed; we changed this date, due to the 90 day requirement policy. We believe we should not receive notice to proceed until we have finalized design and cost with city officials.
If this project, must be complete by end of 2011, we can speed up several aspects of the schedule, but we cannot change the production/installation time line. As Daktronics assembles each LED upon order 4-6 weeks, and we cannot order LED until we have permit approval.

Section 6:

A. Pricing – Is attached in separate sealed envelope.

Appendix

Vendor Information Form

Key Personnel Resume's

Alternate Designs/Placement

Daktronics LED Message Board Information

IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

PRECISE SIGN
VENDOR SUBMITTING PROPOSAL

86-0620213
FEDERAL TAX ID NUMBER

Account Manager
Amanda Lauridsen
PRINTED NAME AND TITLE

Amanda Lauridsen
AUTHORIZED SIGNATURE

3914 W. Maricopa
ADDRESS

623-261-8004 602-278-2523
TELEPHONE FAX #

Phoenix AZ 85009
CITY STATE ZIP

8/17/2011
DATE

WEB SITE: Precisesign.com

E-MAIL ADDRESS: Amanda@precisesign.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

✓ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

MICHAEL LAURIDSEN

3916 West Maricopa Street
Phoenix, AZ 85009
(602) 278-6751

OBJECTIVE

A management-level position within the construction or related fields which offers a high level of challenge, responsibility, and the opportunity for continued career growth.

SUMMARY OF QUALIFICATIONS

- Has several years of top, diversified experience.
- Strong background in many areas including management, operations, staff training and development, construction, production coordination, materials procurement, inspection work, quality assurance, report preparation, customer service, public relations and OSHA regulations.
- Hard-working and dedicated while ensuring that all projects are completed on-time, within budget, and adhering to all project specifications and parameters.
- Firmly committed to gaining the highest levels of customer satisfaction.
- Knowledge of computers, working with Windows, Word, PowerPoint, the Internet, and other systems.
- Results-oriented, with an ability to see any assignment to successful completion.
- Excellent organizational, communication, and people skills.
- Works well with all levels of management, co-workers, and the public.
- Thrives in a busy, fast-paced working environment.

PROFESSIONAL EXPERIENCE

PRECISE SIGNS, Phoenix, Arizona
Shop Foreman (2004-Present)
Firm manufactures all manner of commercial signs. Responsible or the coordination of shop operations, training and supervision of support staff, workflow coordination, production coordination, materials procurement, inventory control, quality assurance, overseeing sign installation, employee scheduling, consulting with customers regarding their needs, customer service, and other related assignments. Handles work both locally and throughout the West.

PRECISE SIGNS, Phoenix, Arizona
Sign Fabricator (2000-2004)
Responsible for building signs, ordering materials, training new employees, ensuring that all work was done to client specification, ensuring sign compliance with local codes, and other production-related functions.

EDUCATION

ESTRALLA COMMUNITY COLLEGE, Avondale, Arizona
Major in Business.

CARL HAYDEN HIGH SCHOOL, Phoenix, Arizona
Earned Diploma.

REFERENCES

Available upon request

Martin Jiminez

Objective

I'm very ambitious, I enjoy a challenge, I deal extremely well with wide array of personalities. I am extremely goal oriented, I am looking for the next stepping stone in life

Experience

1984 -1991 Christy Signs Phoeniz Az.

Sign Installer & fabricator

- Fabricate signs / paint / plex work / vinyl ./ Install
- Manage fabrication department

1991-2000 Majestic Sign Phoenix Az.

Owner

- Complete sign sales / service / installation

2000-2011 Precise Signs / Majestic signs Phoenix Az.

.

Install Supervisor

- Install / shop

Education

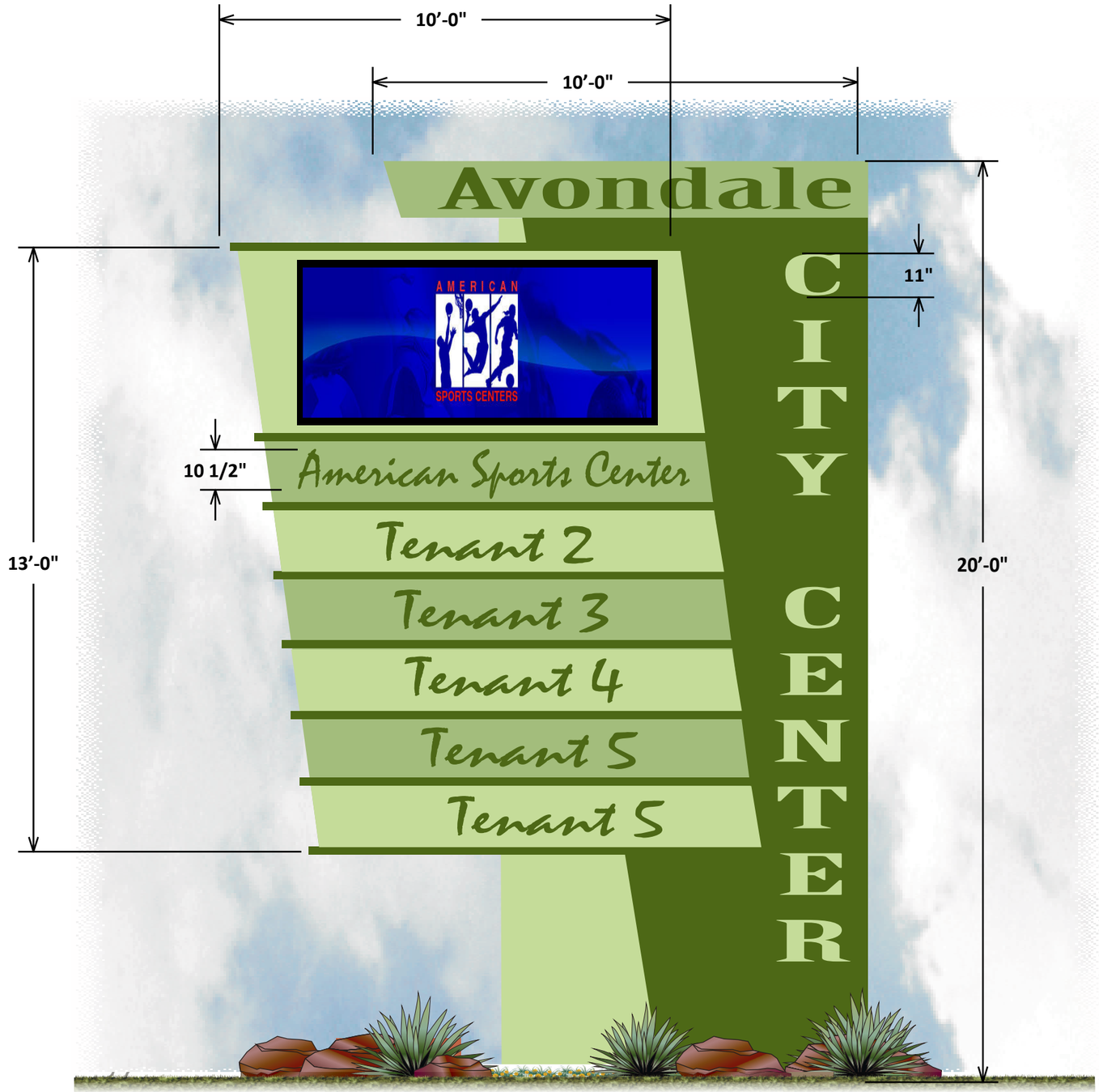
1979-1983 Patton Springs High School Afton Texas

- High School Diploma

Interests

Family / playing Guitar with my band / computers / .

Sample Design Concept



P r e c i s e S i g n

ROC 098713 L-38

3914 west maricopa street
phoenix, arizona 85009
602.278.2906
fax 602.278.2523
email: precisesigninc@aol.com

FONT SELECTION: Customer Custom Layout

This is an original unpublished drawing submitted solely for the project being planned. It is not to be reproduced in any manner or shown to persons outside your organization without the express written authorization of Precise Sign Company.

CUSTOMER:

LANDLORD:

PROJECT: Patagonia Schools
Patagonia, AZ

Date: 04.7.11.1
Revisions:

DESIGN NO. 04.07.11.1

SHEET NUMBER .01

Daktronics LED Message Board Manufacturer

We believe that determining which LED Message board company is by far the most important decision that you as city officials will need to make.

The LED alone is almost half of the budget depending on size of LED.

We at Precise Sign only use and install Daktronics LED message boards. We use them because they stand behind their product and for the 10 plus years we have been manufacturing and install signs with LED message boards we have not had one complaint from one of our customers. We have boards in place manufactured by Daktronics that are over 10 years old and are fully operational.

With Daktronics you have a local office that is staffed with sales representatives and technicians. All staff is highly skilled and trained by Daktronics corporate. They offer a 5 year bumper to bumper parts warranty on all of their message board displays. This is not a limited warranty this covers everything inside and outside of the message board.

With Daktronics we believe you are not just buying an LED Message board you are buying an American made product that has proven it reliability and durability time and time again. They have displays in hundreds of sports venues around the United States. They have displays @ Cardinals Stadium, Coyotes Arena, Diamond Back Field and Salt River Fields.

I have included several documents provided by Daktronics about their message boards. They have a demonstration trailer with (2) LED message boards. They can drive out to site and give you an idea of exactly what you are purchasing. This is a great option for you as a customer, get see the product in action and ask a trained professional questions about the message board.

Once you determine the LED Message Board Manufacture that you would like to go with, then I would suggest you chose the sign company that is going to provide you with the best service. We here at Precise Sign have installed over 100 Daktronics message boards in the state of Arizona alone. Our staff is trained on installing, connecting, configuring and training personnel on the use of the LED software. We have hundreds of hours under our belts, we not only back Daktronics but we also offer our own labor warranties on these products if you chose to purchase one.

DAKTRONICS

Company Overview

A Worldwide Leader in Large Format Electronic Display Systems

Though Daktronics may not be a household word, the company is recognized worldwide in its industry as the leading designer and manufacturer of electronic scoreboards, programmable display systems, and large screen video displays using light emitting diode (LED) technology. Other product lines include integrated sound systems for sports facilities and hoists and rigging systems for theatres and other entertainment and sports facilities.

Daktronics was founded in 1968 and has close ties to South Dakota State University in Brookings, S.D. As a manufacturer and technical contractor, Daktronics provides standard display products as well as custom-designed and integrated systems. The company excels in the control of large display systems, including those that require integration of complex multiple displays showing real time information, graphics, animation and video. Every day, in nearly 100 countries around the world, millions of people depend on Daktronics scoring and display systems for information.

Daktronics has experienced significant growth over the past 41 years but the values this company was built on remain its constant foundation.

Company History

Daktronics was founded in 1968 by Drs. Aelred Kurtenbach and Duane Sander, professors of electrical engineering at South Dakota State University in Brookings, SD, USA. The company began with the design and manufacture of electronic voting systems for state legislatures. In 1971, Daktronics developed the patented Matside® wrestling scoreboard, which was the first product in the company's growing and evolving line of "catalog" scoreboards.

The company branched out into the design and manufacture of large custom scoreboards and computer-programmable displays. Daktronics now offers the most complete line of scoreboards and display products of any company in the world, including long-lasting light emitting diode (LED)-based systems. Today a majority of the company's display products utilize LEDs because of the low power requirements and high reliability of the technology.

Tens of thousands of Daktronics scoreboards and display systems communicate with millions of people every day, in nearly 100 countries on six continents around the world. If you watch sports on television, including the winter or summer Olympics; professional or college football, basketball, baseball, and hockey; and PGA and Senior PGA TOUR golf tournaments, you've probably seen our scoreboards in the background keeping track of the action. Your local bank or shopping center may have one of our electronic displays to help communicate with customers. Your state or national legislature probably uses an electronic voting and display system developed by Daktronics to assist in the organization and dissemination of information for members, media, and the public. Travelers at airports, in cars, and in train and bus terminals count on Daktronics displays for information to help them get where they are going.

Since its beginnings in 1968, Daktronics has grown from a small company operating out of a garage to a world leader in the display industry. The company employs more than 2,300 people working under more than 500,000 square feet of its manufacturing and office facilities. In 1994, Daktronics, Inc. became a publicly traded company, offering shares under the symbol DAKT on the NASDAQ National Market system.

DAKTRONICS

PRODUCT RELIABILITY LAB

THE INDUSTRY LEADER AROUND THE WORLD
with local support for you

Daktronics has always tested and evaluated its products and components, but now we've brought the testing to a new level. Our certified lab technicians, with the advantage of significant funding, have conducted in-depth research to find the equipment needed for an in-house testing facility.

The result is Daktronics' new **Product Reliability Lab**, where we test our products more rigorously than any other digital display manufacturer. Our experts have brought online more than six systems and testing equipment, some similar to those used by the automobile and aerospace industries.

What does this mean for our sign companies and their customers?

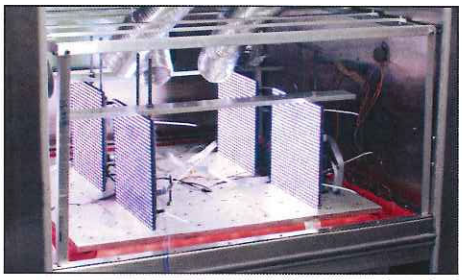
They can have peace of mind knowing that the display is tough enough to keep their message going, no matter where it's installed. Their display will stand up in the field year after year, even in punishing weather conditions. It will:

- Function properly in dirty, dusty, wet, and humid environments.
- Function properly in coastal areas.
- Be unaffected by vibration due to transporting, handling, wind, or structural movement.

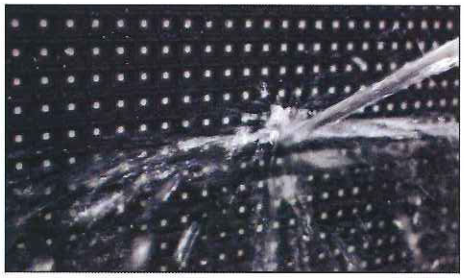
Research currently being conducted at the Product Reliability Lab, some in conjunction with our vendors, to ensure sturdy components and cabinets includes:

- Highly Accelerated Life Testing (HALT) of power supplies
- Salt fog testing (intense humidity and corrosive salt) of power supplies
- Environmental Simulator testing of display cabinets using heat lamps, cooling fans, and adjustable humidity to simulate extreme climate conditions

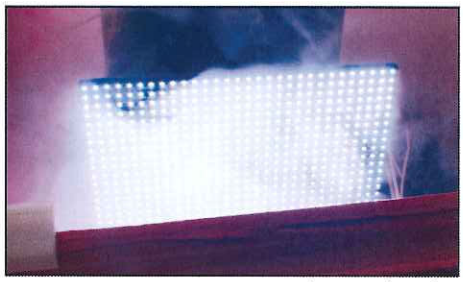
It is our intent to remain the industry leader.
Daktronics digital displays ...
engineered and tested tough, from the inside out.



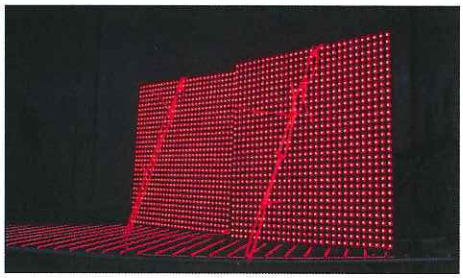
HALT Chamber



Water/Dust Intrusion Testing



Salt Fog Chamber



Climate Chamber

201 Daktronics Drive PO Box 5128 Brookings, SD 57006-5128
tel 888-325-7446 605-692-0200 ext. 56219 fax 605-692-0381
www.daktronics.com email commercial@daktronics.com
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DAKTRONICS

DAKTRONICS

LED MESSAGE CENTER AND SCOREBOARD WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Daktronics with respect to the Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided elsewhere in the Agreement.

DAKTRONICS WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS UPON RECEIPT OF FULL PAYMENT FOR THE EQUIPMENT.

1. **Warranty Coverage**

A. Except as otherwise provided herein, Daktronics warrants to the original end-user that the Equipment will be free from Defects (as defined below) in materials and workmanship for a period of:

- Five (5) years for permanently mounted LED Message Centers and Scoreboards (including radio components)
- One (1) year for portable scoreboards and digit-based price, time, and rate displays.
- One (1) year for batteries, battery-packs, battery recharging equipment, solar panels, pushbuttons, speakers, test meters, data cables and handheld control consoles/units

This Warranty shall commence on the earlier of: (i) four weeks from the date that the Equipment leaves Daktronics' facility; or (ii) Substantial Completion as defined herein.

"Substantial Completion" means the operational availability of the Equipment to the Purchaser in accordance with the Equipment's specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment.

B. Where a third party's equipment or software is supplied, such manufacturer's warranty and warranty period shall apply in place of the above, and Seller hereby assigns to Purchaser all of the rights under transferable third party warranties for such equipment and/or software.

C. Daktronics' obligations under this Warranty are limited to replacing or repairing any electronics component or part thereof that is found by Daktronics not to conform to the Equipment's specifications. Unless otherwise directed by Daktronics, any defective part or component shall be returned to Daktronics for repair or replacement in accordance with paragraph D. This Warranty does not include on-site labor charges to remove or install these components.

D. Purchaser shall pay ground transportation charges for the return of any defective component of the Equipment to Daktronics. If returned Equipment is repaired or replaced under the terms of this Warranty, Daktronics will prepay ground transportation charges back to Purchaser; otherwise, Purchaser shall pay transportation charges to return the Equipment back to the Purchaser. All returns must be pre-approved by Daktronics before shipment. Daktronics shall not be obligated to pay freight for any unapproved return. Purchaser shall pay any upgraded or expedited transportation charges.

E. Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of this Warranty. Purchasing additional parts or Equipment from Daktronics does not extend this Warranty.

F. Defects shall be defined as follows: With regard to the Equipment (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibits the Equipment from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. This Warranty does not impose any duty or liability upon Daktronics for partial LED pixel degradation. Nor does this Warranty provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or radio equipment substitutions (for the purpose of overcoming local site interference).

G. THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, THE SELLER UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE EQUIPMENT OR THAT THE EQUIPMENT WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH PURCHASER MAY BE BUYING THE EQUIPMENT. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THIS WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR EMPLOYEES, SHALL CREATE OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

2. **Exclusions from Warranty Coverage**

This Warranty does not impose any duty or liability upon Daktronics for any of the following:

A. Damage occurring, at any time, during shipment of Equipment unless otherwise provided for in the Agreement. When returning Equipment to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, and agrees to use any shipping containers that might be provided by Daktronics and to ship the Equipment in the manner prescribed by Daktronics;

B. Damage caused by the unauthorized adjustment, repair or service of the Equipment by anyone other than personnel of Daktronics or its authorized repair agents;

C. Damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning or humidity control, or (iv) any other cause other than ordinary use;

D. Damage caused by fire, flood, earthquake, water, wind, lightning strike or other natural disaster, inability to obtain materials or utilities, war, terrorism, civil disturbance or any other cause beyond Daktronics' reasonable control;

E. Any statements made about the product by salesmen, dealers, distributors or agents, unless such statements are in a written document signed by an officer of Daktronics. Such statements as are not included in a signed writing do not constitute warranties and shall not be relied upon by Purchaser and are not part of the contract of sale;

F. Damage arising from the use of Daktronics products in any application other than the commercial and industrial applications for which they are intended, unless, upon request, such use is specifically approved in writing by Daktronics; or

G. Any performance of preventive maintenance.

3. **Limitation of Liability**

Daktronics shall be under no obligation to furnish continued service under this Warranty if: (i) the Equipment is not installed in accordance with the Equipment's manual, including, but not limited to the earth grounding requirements, (ii) alterations are made to the Equipment without the prior written approval of Daktronics, or (iii) if the equipment is moved from its location of initial installation or reinstalled without the prior written approval of Daktronics, unless the displays were designed by Daktronics to be mobile.

It is specifically agreed that the price of the Equipment is based upon the following limitation of liability. In no event shall Daktronics (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the Equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment, down time, lost data, injury to property or any damages or sums paid by Purchaser to third parties, even if Daktronics has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort or statutory duty, principles of indemnity or contribution, or otherwise.

In no event shall Daktronics be liable to Purchaser or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with this Warranty in excess of the purchase price of the Equipment actually delivered to and paid for by the Purchaser. The Purchaser's remedy in any dispute under this Warranty shall be ultimately limited to the Purchase Price of the Equipment to the extent the Purchase Price has been paid.

4. **Dispute Resolution**

Any dispute between the parties will be resolved exclusively and finally by arbitration administered in accordance with the rules of the American Arbitration Association ("AAA"), except as otherwise provided below. The arbitration will be conducted before a single arbitrator. The arbitration shall be held in Sioux Falls, South Dakota. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

5. **Governing Law**

The rights and obligations of the parties under this Warranty shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods of 1980. Both parties consent to the application of the laws of the State of South Dakota to govern, interpret, and enforce all of Purchaser and Daktronics rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles.

6. **Availability of Extended Service Agreement**

For Purchaser's protection, in addition to that afforded by this Warranty set forth herein, Purchaser may purchase extended services to cover the Equipment. The Extended Service Agreement, available from Daktronics, provides for electronic parts repair and/or on-site labor for an extended period from the date of expiration of this Warranty. Alternatively, an Extended Service Agreement may be purchased in conjunction with this Warranty for extended additional services. For further information, contact Daktronics Customer Service at 1-877-605-1116.

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DAKTRONICS

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PAMELA K. LAURIDSEN AND RANDAL G. LAURIDSEN
d/b/a
PRECISE SIGN, INC.

[Scope of Work and Fee Proposal]

See following pages.

SCOPE OF WORK
AND
FEE PROPOSAL

1. The Contractor shall design and construct a single multi-tenant sign with marquee (the "Marquee Sign") which is intended to be the primary roadside signage for Phase I of City Center along the east side of Avondale Boulevard in front of the Randall McDaniel Sports Center and Main Street Retail. The location of the Marquee Sign will be on the east side of Avondale Boulevard between the public sidewalk and the existing retention basin. An approximate location for the Marquee Sign is shown in Figure 1. The actual location of the Marquee Sign will be decided upon during the design and planning period.

2. The Contractor shall design and construct the Marquee Sign for City Center Phase I Design of the Marquee Sign will be similar in size, design and scope as the concept illustrated in Figure 2 and as more particularly described in the Fee Proposal below. . The Marquee Sign design, construction and materials must reflect the intent of the City. The orientation of the sign, the size of the marquee, the size of LED, live feed, graphics, full color video, options such as single face vs. double face, smoothness of sign, texture, need for special inspections or certified welders, illumination of the sign, and other options and details will be finalized during the design process.

3. The Contractor shall prepare construction documents which may include, but will not limited to, the following: architectural plans and exhibits, structural/foundation plans, electrical plans, grading plans, shop drawings and technical specifications. The design must comply with all applicable City and industry standards and specifications as well as local and State building codes.

4. The Contractor shall be responsible for submitting a sign permit application, fee and artwork complying with the approved City Center Plan to the City for review and approval of design compliance, location compliance, and electrical and structural compliance.

5. The City will be responsible for all aspects of the Project related to providing power to the Marquee Sign. SRP will provide a single 100 amp service for the Marquee Sign and the City will install the necessary conduits from the 100 amp pedestal to the Marquee Sign. According to SRP, either 110 volts or 220 volts can be pulled from the transformer. All conduits for DSL, phone and fiber optic will be installed by the City. The Contractor's Proposal indicates the type of communication line may be best for this Project. The Contractor will not be responsible for delays caused by SRP for energizing the Marquee Sign.

6. The actual location of the Marquee Sign will be determined during the design process. Its proximity to the existing retention basin may require minor filling and grading a portion of the retention basin in order to install the Marquee Sign (this will not require a Professional Civil Engineer to prepare). The Contractor will be provided CADD files and as-builts of the Project area and have access to any related architectural renderings the City may have in its possession. All structural plans must be sealed by a structural engineer licensed in Arizona; all electronic/mechanical components must bear the UL stamp. Marquee Sign construction must comply with all applicable City and industry standards and specifications as well as local and State building codes.

7. Contractor acknowledges and agrees that it has personally investigated and is satisfied as to the general and local conditions to be encountered, the character, quality, and quantities of the work to be performed, the materials to be furnished, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and the requirements of these Specifications.

8. Contractor, or its designated Project Manager, shall attend all Project meetings. This will include a Project commencement meeting and regular progress meetings as required by the City, in its sole discretion. The Contractor, or its designated Project Manager, shall visit the Project site and become familiar with all Project site conditions prior to construction.

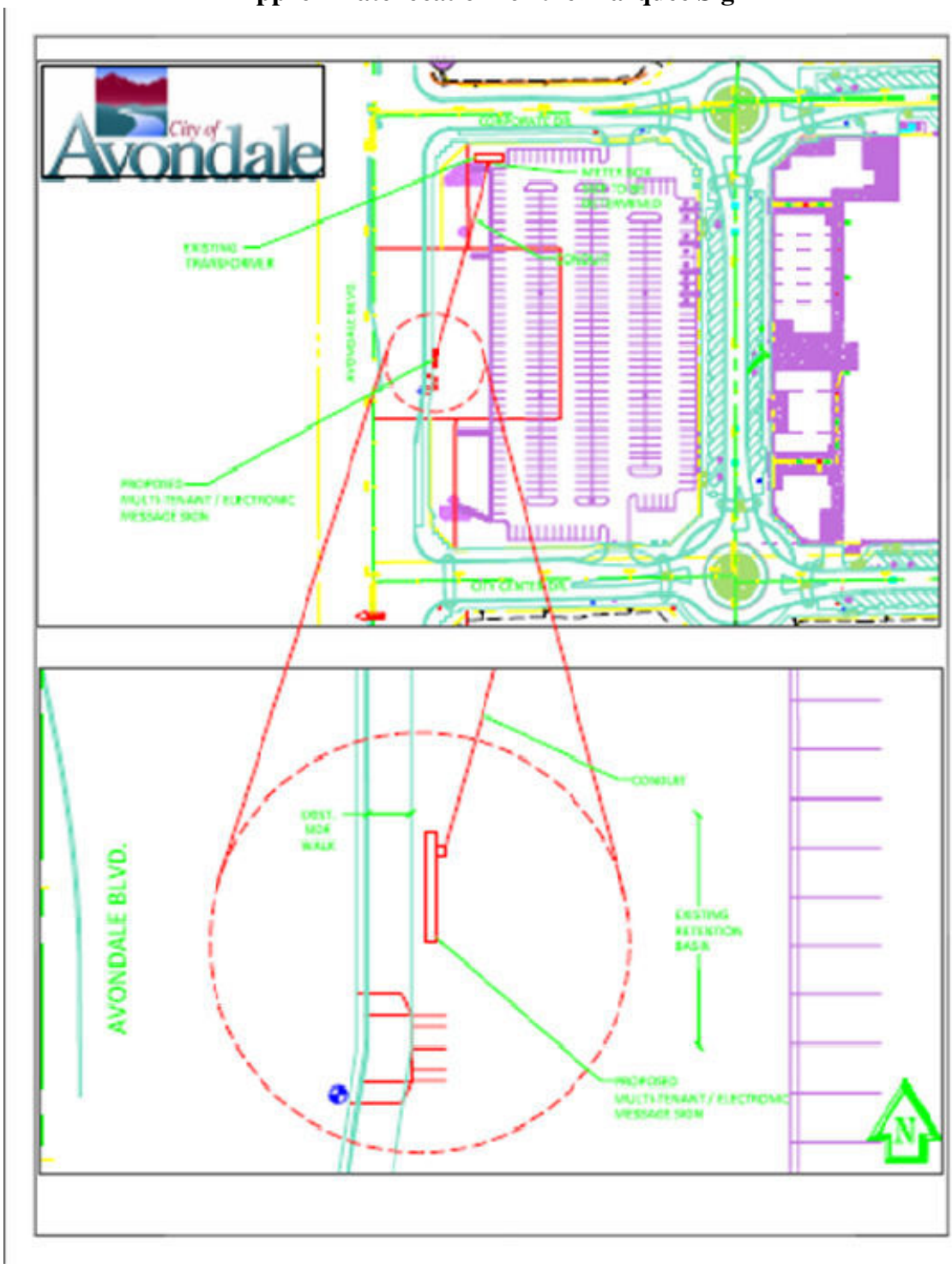
9. Contractor shall proceed with the Services required by this Project according to the milestone schedule as follows:

Project Schedule

Award of Contract	September 7, 2011
Preliminary Design Begins	September 14, 2011
City Acceptance of Preliminary Design and Budget	October 11, 2011
City Acceptance of Final Design and Construction Cost Estimate	October 25, 2011
Notice to Proceed	October 25, 2011
Approval of Final Design by City Planning & Building Department	November 8, 2011
Construction Documentation	November 14, 2011
Start of Construction	November 16, 2011
Completion of Construction	January 12, 2011

Multi-Tenant Sign & Marquee Design and Construction
EN 11-048.2
Figure 1

Approximate location for the Marquee Sign



1566674.1

Multi-Tenant Sign & Marquee Design and Construction
EN 11-048.2
Figure 2

Marquee Sign Concept

FEE PROPOSAL

Description	Amount
Description: Manufacture and install (1) double face marquee sign. Sign to be designed with city officials, but we are basing initial sign cost off of sample concept drawing. Single face sign to have (1) double face LED message board and (6) tenant panels. Tenant panels to be border with popout reveal to give sign dimensions. Tenant copy to be additional. Sign to be 20' tall and under 170 square feet in sign area. All materials used on project to be of highest quality used in the industry. All paint colors to be determined. **LED Size:** (1) Double Face 3'-10" x 7'-10" 20MM Full Color Daktronics LEDS **Material:** 1/8" aluminum and ¼" Flat Cut Out Letters **Copy:** Custom **Illumination**: Non-illuminated **Paint:** Light/Medium Montex Finish Color To Be Determined By City. **Installation:** Precise to dig footing and set piper per engineering. Sign to be installed and welded to pipe. **LED Features:** Precise Sign to train City personnel on software use. LED to communicate wirelessly. 5 year bumper to bumper parts warranty. Time/Temp Sensor Daktronics Technical Support can be reached by phone or in person. LED to be wirelessly run if building is within 1500' of sign and communication port is within 30' of radio on building. **Note:** City to run 120V 100AMP Dedicated circuit to site. **Engineering:** ASA Engineering covers Contractor signs up to 45' tall & 300 square feet. **Approved Options:**	**$63,839.00**
Upgrade LED Size 3'-10" x 8'-10"	$2,075.00
Illuminate Tenant Panels & "City Center"	$8,134.00
Tenant Copy (+$850.00) per face (6 faces)	$5,100.00
Subtotal	**79,148.00**
Tax Rate .063	**$4,986.32**
Total	**$84,134.32**

1566674.1

DEVELOPMENT SERVICES

SUBJECT:
Replat – West Valley Charter School (PL-11-0100)

MEETING DATE:
September 6, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director /City Engineer, (623) 333-4211

THROUGH: Charlie McClendon, City Manager

REQUEST: Consider a request for a Replat of Lot 4 of Avondale Commerce Center that includes subdivision of the lot into two lots, re-numbering them, and dedication of sidewalk easements to the public. City Council will take appropriate action.

PARCEL SIZE: Approximately 25.3457 acres

LOCATION: Northwest corner of Van Buren Street and El Mirage Road

APPLICANT: Gabriel S. Rios, RLS. (602) 335-8500

OWNER: The Charter School Fund – Avondale LLC (208) 938-4358 and Luke Land Realty LLC for Van Buren & El Mirage LLC (602) 995-1936

BACKGROUND:

The General Plan Land Use Map shows the property as Mixed Use (Exhibit A).

The subject property was annexed January 16, 1978 and zoned Agricultural (AG). On January 22, 2005, the City Council approved Ordinance 1086-05, Avondale Commerce Center (case Z-04-1), and rezoned the property from AG to Planned Area Development (PAD) (Exhibit B). The PAD development plan indicated that this portion of the development was designated as commercial.

On August 6, 2007, the City Council approved a Final Plat for Avondale Commerce Center, and the Maricopa County Recorder's Office recorded said plat in Book 945, Page 7, on August 30, 2007. The subject property is identified as Lot 4 of the Avondale Commerce Center Final Plat.

On March 14, 2011, the West Valley Charter School (now, Legacy Traditional School) submitted construction drawings to the City of Avondale for construction of a charter school on the northeast corner of Van Buren Street and El Mirage Road. The school opted to by-pass obtaining Site Plan approval, as is allowed by State Law. The proposed Lot 3B is the location of the school.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Replat of Lot 4 of Avondale Commerce Park, approximately 25.3457 acres, in order to subdivide the lot into two and dedicate sidewalk easements to the public along El Mirage Road and Corporate Drive (Exhibit E).

PARTICIPATION:

Not required.

PLANNING COMMISSION ACTION:

Planning Commission does not review Final Plats or Replats.

ANALYSIS:

The proposed Replat subdivides an existing 25.3457 acre lot into two lots of 14.8316 and 10.5141 acres. The school occupies the 10.5141 acre site.

The rights-of-way along Corporate Drive along the north, El Mirage Road along the east, and Van Buren Road along the south were originally dedicated with the approval of the Avondale Commerce Center final plat. The ordinance approving the PAD, approved January 22, 2005, called for 55 feet of half-street right-of-way on El Mirage Road for a minor arterial. Subsequently, roadway width standards of the City were revised by Engineering, and the amount of right-of-way required for a major collector is 50 feet half-street. The plat was approved and recorded August 6, 2007, with 50 feet of half-street right-of-way on El Mirage Road. No additional right-of-way was required for the site, and none is dedicated with this plat.

At various points along Corporate Drive and El Mirage Road the sidewalk as designed extends outside of the rights-of-way and encroaches into the proposed Lot 3B school site. At these locations, a public sidewalk easement is dedicated by the replat instrument.

The proposed Replat complies with the Subdivision Ordinance, the General Engineering Requirements Manual, and the approved construction documents for the school (BP-11-0148).

Conclusion:

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested Replat.

FINDINGS:

The proposed request complies with the Subdivision Ordinance, the General Engineering Requirements Manual, and the approved construction documents for the school (BP-11-0148).

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-11-0100.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-11-0100, a request to replat Lot 4 of Avondale Commerce Center for the West Valley Charter School.

ATTACHMENTS:

Click to download

- Exhibit A - General Plan Vicinity Map
- Exhibit B - Zoning Vicinity Map
- Exhibit C - Vicinity Aerial Photo 2011
- Exhibit D - Summary of Related Facts
- Exhibit E - Proposed Replat - West Valley Charter School

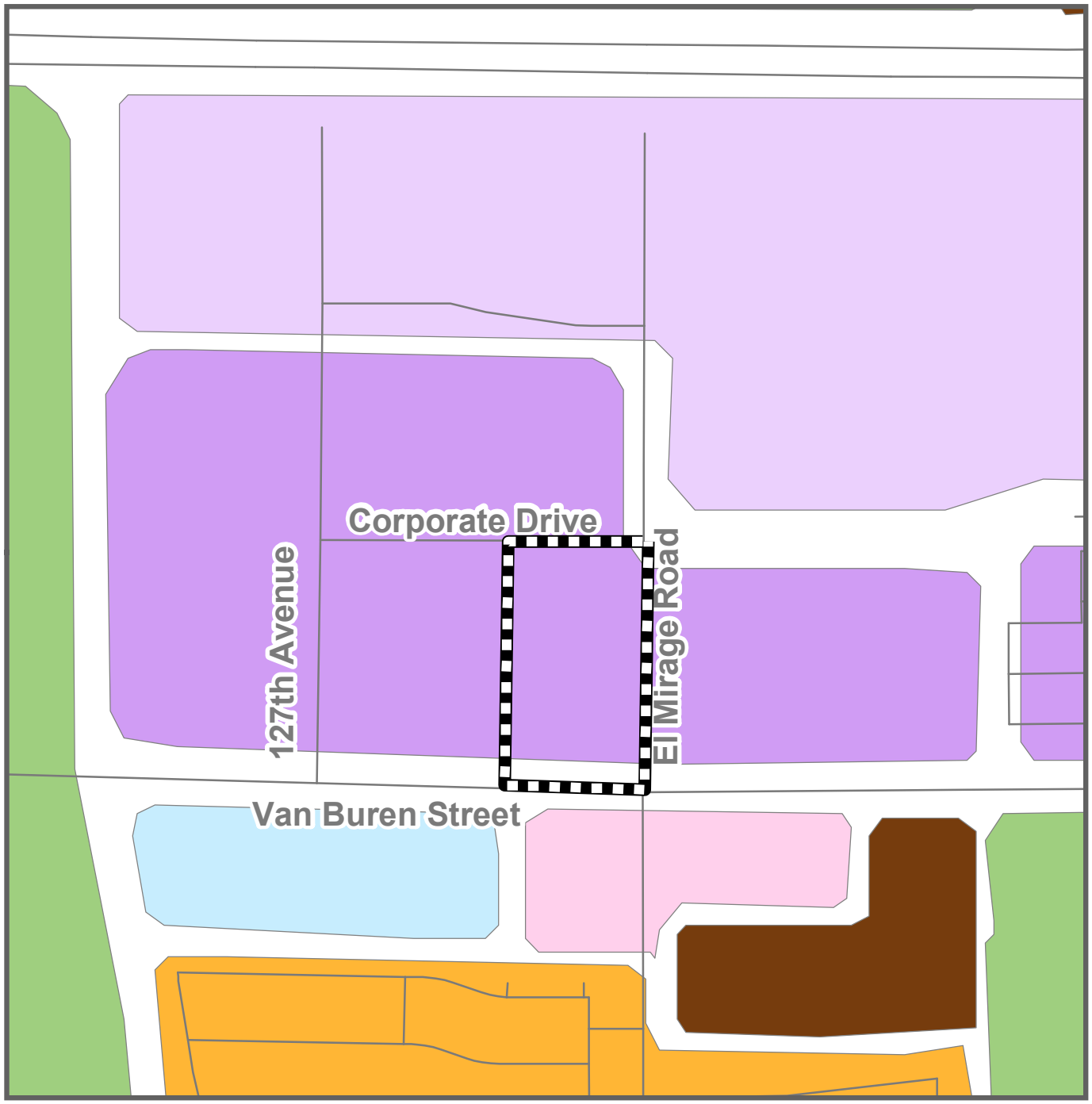
FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II

Exhibit A



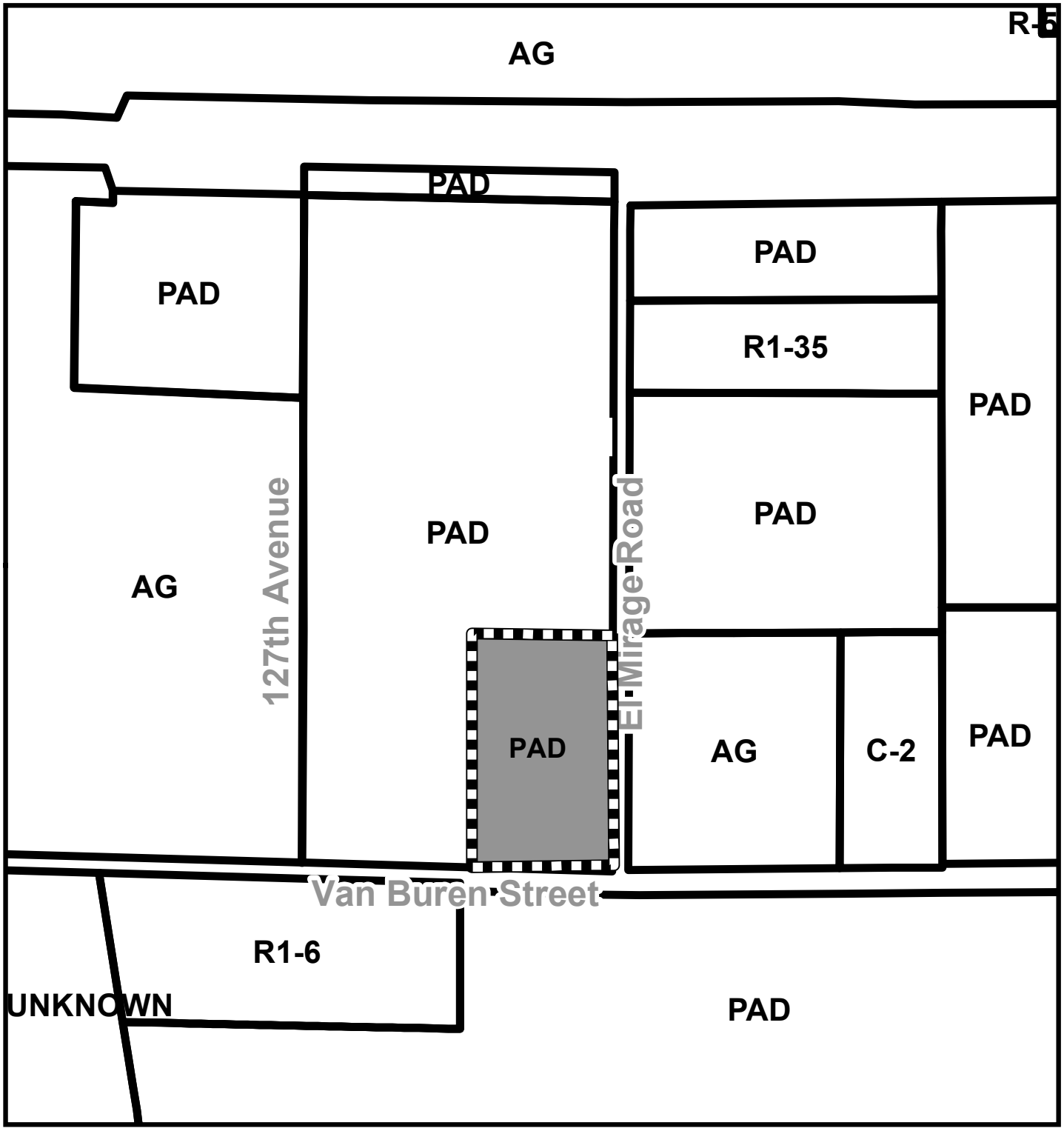
General Plan Land Use Vicinity Map
West Valley Charter School Replat
PL-11-0100

General Plan Land Use Map

- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit B



Zoning Vicinity Map
West Valley Charter School Replat
PL-11-0100

Avondale

Subject Property

Exhibit C

Aerial Photograph 2011
West Valley Charter School
PL-11-0100

Avondale

Subject Property

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION PL-11-0100 WEST VALLEY CHARTER SCHOOL REPLAT

THE PROPERTY	
PARCEL SIZE	Approximately 25.3457 acres
LOCATION	NWC El Mirage Road & Van Buren Street
PHYSICAL CHARACTERISTICS	Rectangular and relatively flat
EXISTING LAND USE	Charter School
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 1/16/1978, Rezoned to PAD 1/22/2005, Platted 8/6/2007
DEVELOPMENT AGREEMENT	N/A

SURROUNDING ZONING AND LAND USE	
NORTH	Planned Area Development (PAD) – Avondale Commerce Center (Phase 2 - business park)
EAST	Agricultural (AG) – single family residence and farming
SOUTH	Planned Area Development (PAD) – Coldwater Springs (residential)
WEST	Planned Area Development (PAD) – Avondale Commerce Center (Phase 3 – retail & office)
GENERAL PLAN	
The subject property is designated as **Mixed Use** on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Littleton Elementary School
HIGH SCHOOL	La Joya Community High School

STREETS	
Van Buren Street	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	3 vehicle travel lanes (1 lane striped-off until full street is built on south side), ½ turn lane, curb and gutter, sidewalks, streetlights, and landscaping
Standard half street improvements	2 vehicle travel lanes, ½ median, bike lane, curb and gutter, sidewalks, streetlights, and landscaping

STREETS	
El Mirage Road	
Classification	Major Collector
Existing half street ROW	50 feet
Standard half street ROW	55 feet
Existing half street improvements	2 vehicle travel lanes (1 lane striped-off until full street is built on east side), ½ turn lane, curb and gutter, sidewalks, streetlights, and landscaping
Standard half street improvements	2 vehicle travel lanes, ½ median, bike lane, curb and gutter, sidewalks, streetlights, and landscaping

STREETS	
Corporate Drive	
Classification	Local Street*
Existing half street ROW	30 feet*
Standard half street ROW	30 feet*
Existing half street improvements	2 vehicle lanes, curb and gutter, sidewalks, streetlights, and landscaping
Standard half street improvements	2 vehicle lanes, curb and gutter, sidewalks, streetlights, and landscaping

* At the time of PAD approval and plat recording, the standard was 30 feet of half street.

UTILITIES
There are existing 12” water lines in Van Buren Street and El Mirage Road, and an existing 8” water line existing in Corporate Drive. All lines transition across the entire frontages of the property. There are existing 8” sewer lines in Corporate Drive and Van Buren Street. Both transition across the entire frontage of the property.

EXHIBIT E

REPLAT
OF
LOT 4 OF AVONDALE COMMERCE CENTER

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2,
TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT THE CHARTER SCHOOL FUND – AVONDALE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND VAN BUREN & EL MIRAGE L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AS OWNERS, DO HEREBY PUBLISH THIS REPLAT OF LOT 4 OF AVONDALE COMMERCE CENTER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY DECLARES THAT THIS REPLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME, AND THAT THE LOTS AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER OR LETTER GIVEN TO IT RESPECTIVELY. THE CHARTER SCHOOL FUND – AVONDALE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND VAN BUREN & EL MIRAGE L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY HEREBY DEDICATE TO THE CITY OF AVONDALE THE EASEMENTS SHOWN HEREON.

SIDEWALK EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER AND ACROSS THE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF SIDEWALK, INCLUDING BUT NOT LIMITED TO, CONCRETE, PAVERS, ASSOCIATED HARDSCAPE AND ACCESS WAYS.

IN WITNESS WHEREOF:

THE CHARTER SCHOOL FUND – AVONDALE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER(S).

THIS ___ DAY OF _____, 2011.

THE CHARTER SCHOOL FUND – AVONDALE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
JASON KOTTER

ITS: _____
PRINCIPAL

IN WITNESS WHEREOF:

VAN BUREN & EL MIRAGE L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, BY LUKE LAND REALTY LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER(S).

THIS ___ DAY OF _____, 2011.

VAN BUREN & EL MIRAGE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: LUKE LAND REALTY LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGING MEMBER

BY: _____
LUKE LEWIS

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ON THIS, THE _____ DAY OF _____, 2011, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF THE CHARTER SCHOOL FUND – AVONDALE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THEIR NAMES AS OFFICER.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ON THIS, THE _____ DAY OF _____, 2011, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF LUKE LAND REALTY LLC, AN ARIZONA LIMITED LIABILITY COMPANY, IN ITS CAPACITY AS MANAGER OF VAN BUREN & EL MIRAGE L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THEIR NAMES AS OFFICER.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

RATIFICATION AND CONSENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT MUTUAL OF OMAHA BANK, A NATIONAL BANKING ASSOCIATION, WITH RESPECT TO CERTAIN REAL PROPERTY WHICH HAS BEEN PLATTED, HEREBY RATIFIES, AFFIRMS AND APPROVES THE REPLAT OF "LOT 4 OF AVONDALE COMMERCE CENTER" AND EVERY DEDICATION MORE SPECIFICALLY SET FORTH HEREON.

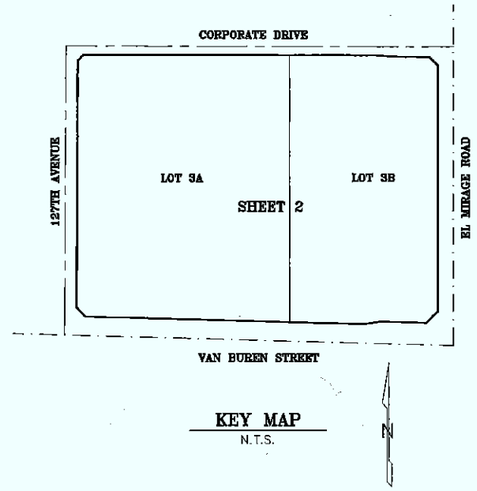
IN WITNESS WHEREOF:

THE UNDERSIGNED HAS CAUSED THE CORPORATE NAME OF MUTUAL OF OMAHA BANK, A NATIONAL BANKING ASSOCIATION TO BE AFFIXED AND ATTESTED TO BY THE SIGNATURE OF THE UNDERSIGNED OFFICER BEING THEREUNDER DULY AUTHORIZED THIS _____ DAY OF _____, 2011.

MUTUAL OF OMAHA BANK, A NATIONAL BANKING ASSOCIATION

BY: _____

ITS: _____



KEY MAP
N.T.S.

SHEET INDEX	
DESCRIPTION	SHEET NO.
COVER SHEET	1
MAP SHEET	2

LOT AREA TABLE		
LOT NO.	LOT AREA	
	SQUARE FEET	ACRES
LOT 3A	646,065	14.8316
LOT 3B	457,994	10.5141
TOTAL	1,104,059	25.3457

DESCRIPTION

LOT 4 OF AVONDALE COMMERCE CENTER AS SHOWN ON FINAL PLAT, RECORDED IN BOOK 945, PAGE 7, MARICOPA COUNTY RECORDS.

100-YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

LEGEND

△	CORNER OF THIS SUBDIVISION FOUND 1/2" REBAR W/ CAP AJW 37936 UNLESS OTHERWISE NOTED	DOC.	DOCUMENT
		D.E.	DRAINAGE EASEMENT
		S.W.E.	SIDEWALK EASEMENT
◉	SURVEY MONUMENT FOUND AS NOTED	℄	CENTERLINE
M.C.R.	MARICOPA COUNTY RECORDS	F.P.	FINAL PLAT FOR AVONDALE COMMERCE CENTER RECORDED IN BOOK 945, PAGE 7, M.C.R.
R/W	RIGHT-OF-WAY		
EX.	EXISTING		
FD.	FOUND	————	PLAT BOUNDARY LINE
E.E.	ELECTRIC EASEMENT	————	LOT LINE
P.D.E.	POWER DISTRIBUTION EASEMENT	— — — —	CENTER LINE
P.U.P.E.	PUBLIC UTILITIES POWER EASEMENT	— · —	SECTION LINE
P.U.E.	PUBLIC UTILITY EASEMENT	— — — —	EASEMENT LINE AS NOTED

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____DAY OF_____, 2011, BY _____, THE _____ OF MUTUAL OF OMAHA BANK, A NATIONAL BANKING ASSOCIATION, FOR AND ON BEHALF THEREOF.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNERS

THE CHARTER SCHOOL FUND – AVONDALE, LLC
420 EAST STATE STREET, SUITE 130
EAGLE, IDAHO 83616
PHONE: (208) 938-4358
FAX: (208) 439-4954
CONTACT: JASON KOTTER

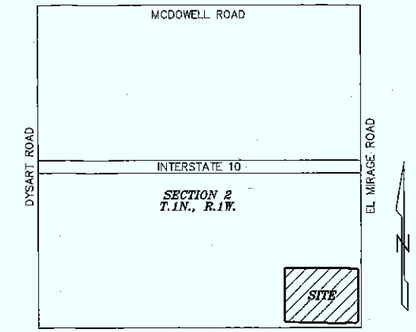
VAN BUREN & EL MIRAGE L.L.C.
7801 NORTH BLACK CANYON HIGHWAY
PHOENIX, ARIZONA 85021
PHONE: (602) 995-7575
CONTACT: LUKE LEWIS

ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, AZ 85021
PHONE: (602) 335-8500
FAX: (602) 335-8580
CONTACT: JAMES S. CAMPBELL, P.E.

SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, AZ 85021
PHONE: (602) 335-8500
FAX: (602) 335-8580
CONTACT: GABRIEL S. RIOS, R.L.S.



VICINITY MAP
N.T.S.

NOTES

1) ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT LAND OWNER.

2) ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENT; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.

3) ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

4) ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

5) NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

6) NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

7) ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNERS MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.

BASIS OF BEARING

THE HORIZONAL DATUM FOR THIS SURVEY IS BASED ON THE MARICOPA COUNTY DEPARTMENT OF TRANSPORATION (MCDOT) GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) WEBSITE "WWW.MCDOT.MARICOPA.GOV", UNDER THE SURVEY INFORMATION LINK ON JUNE 23, 2011.

PROJECTION: ARIZONA CENTRAL ZONE, NAD 83, (EPOCH 2007)
DATUM: GRS-80
UNITS: INTERNATIONAL FEET
GEOID MODEL: GEOID 09

CONTROL POINT: LOCKRIDGE
PID: DJ5896
LATITUDE: 33°26'55.79669"N
LONGITUDE: 112°19'50.98459"W
ELLIPSOID HEIGHT: 265.903 (M)
DESCRIPTION: HORIZONTAL CONTROL DISK SET IN TOP OF CONCRETE

MODIFIED TO GROUND AT (GRID) N: 891324.460, E: 575813.495, USING A SCALE FACTOR OF 1.0001240498.

HORIZONTAL ADJUSTMENT: NONE
HORIZONTAL ROTATION: (–) 00°00'06.144089" RESULTING IN A BEARING OF NORTH 88°22'14" WEST BETWEEN THE MONUMENTS MARKING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS _____ DAY OF _____, 2011.

BY: _____
MAYOR DATE

BY: _____
ATTEST, CITY CLERK DATE

BY: _____
CITY ENGINEER DATE

CERTIFICATION

I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS SURVEY AND SUBDIVISION CONSISTING OF TWO (2) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC. OF THE PREMISES DESCRIBED AND PLATTED HEREON AND WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE OF 2011; THAT THE REPLAT IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT THE LOT CORNERS ARE EITHER FOUND OR SET AS SHOWN HEREON.

GABRIEL S. RIOS
REGISTERED LAND SURVEYOR #48932
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE
PHOENIX, ARIZONA 85021

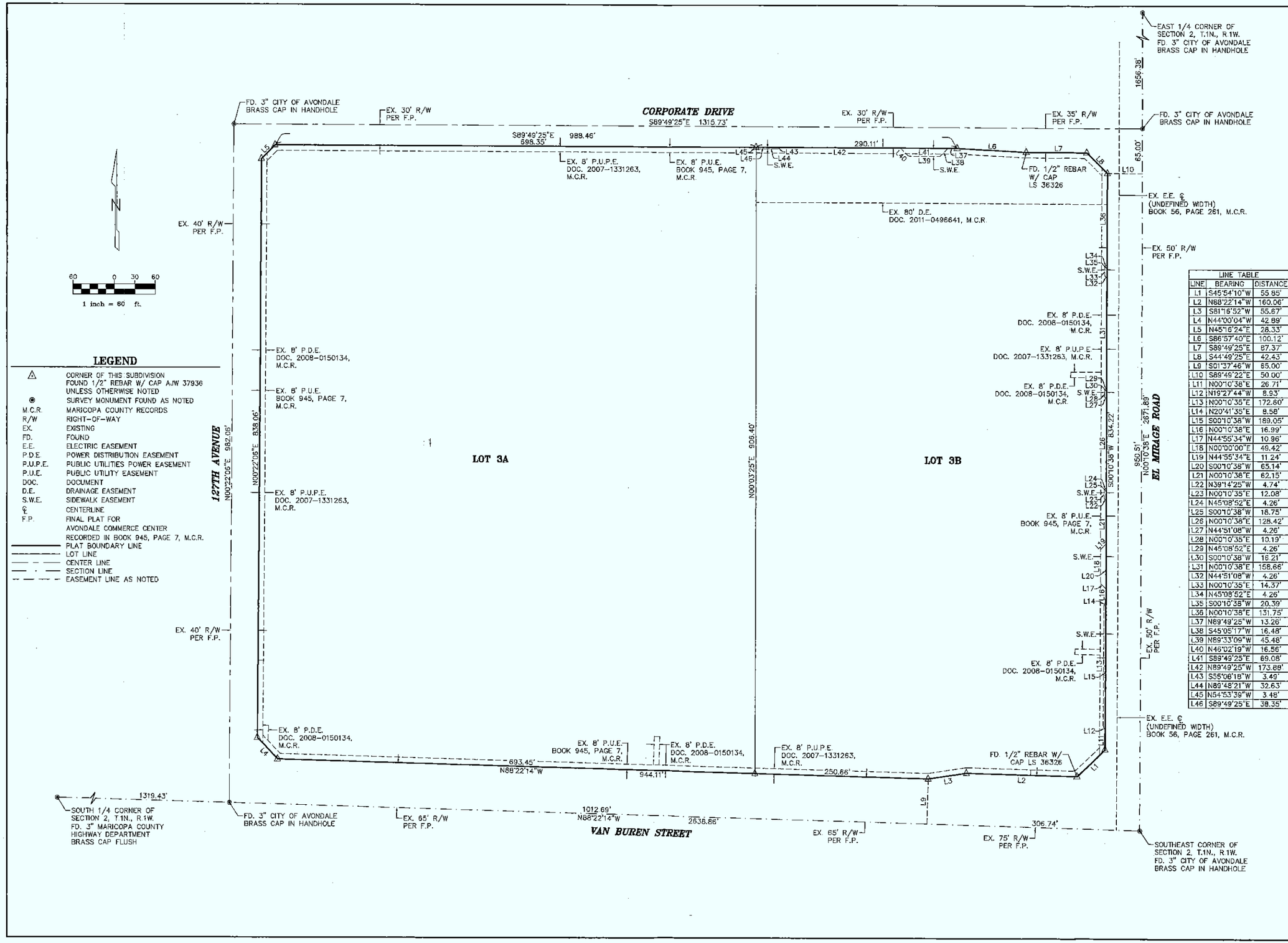
8-4-11
DATE

REPLAT OF
LOT 4 OF AVONDALE COMMERCE CENTER

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 48932
GABRIEL S. RIOS
ARIZONA U.S.A.
EXPIRES 12-31-11

WOOD/PATEL
CIVIL ENGINEERS
HYDROLOGISTS
LAND SURVEYORS
CONSTRUCTION MANAGERS
2051 W. Northern Ave.
Phoenix, AZ 85021
(602) 335-8500
www.woodpatel.com
PHOENIX • MESA • TUCSON

CHECKED BY	GSR/TRG
CAD TECHNICIAN	GSR
SCALE	N.T.S.
DATE	08-04-11
JOB NUMBER	113569
SHEET	1 OF 2



LEGEND

△	CORNER OF THIS SUBDIVISION FOUND 1/2" REBAR W/ CAP AJW 37936 UNLESS OTHERWISE NOTED
◉	SURVEY MONUMENT FOUND AS NOTED
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT-OF-WAY
EX.	EXISTING
FD.	FOUND
E.E.	ELECTRIC EASEMENT
P.D.E.	POWER DISTRIBUTION EASEMENT
P.U.P.E.	PUBLIC UTILITIES POWER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
DOC.	DOCUMENT
D.E.	DRAINAGE EASEMENT
S.W.E.	SIDEWALK EASEMENT
℄	CENTERLINE
F.P.	FINAL PLAT FOR AVONDALE COMMERCE CENTER RECORDED IN BOOK 945, PAGE 7, M.C.R.
———	PLAT BOUNDARY LINE
———	LOT LINE
— — —	CENTER LINE
—·—	SECTION LINE
— — —	EASEMENT LINE AS NOTED

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S45°54'10"W	55.85'
L2	N88°22'14"W	160.06'
L3	S81°16'52"W	55.67'
L4	N44°00'04"W	42.89'
L5	N45°16'24"E	28.33'
L6	S86°57'40"E	100.12'
L7	S89°49'25"E	87.37'
L8	S44°49'25"E	42.43'
L9	S01°37'46"W	65.00'
L10	S89°49'22"E	50.00'
L11	N00°10'38"E	26.71'
L12	N19°27'44"W	8.93'
L13	N00°10'35"E	172.60'
L14	N20°41'35"E	8.58'
L15	S00°10'38"W	189.05'
L16	N00°10'38"E	16.99'
L17	N44°55'34"W	10.96'
L18	N00°00'00"E	49.42'
L19	N44°55'34"E	11.24'
L20	S00°10'38"W	65.14'
L21	N00°10'38"E	62.15'
L22	N39°14'25"W	4.74'
L23	N00°10'35"E	12.08'
L24	N45°08'52"E	4.26'
L25	S00°10'38"W	18.75'
L26	N00°10'38"E	128.42'
L27	N44°51'08"W	4.26'
L28	N00°10'35"E	10.19'
L29	N45°08'52"E	4.26'
L30	S00°10'38"W	16.21'
L31	N00°10'38"E	158.66'
L32	N44°51'08"W	4.26'
L33	N00°10'35"E	14.37'
L34	N45°08'52"E	4.26'
L35	S00°10'38"W	20.39'
L36	N00°10'38"E	131.75'
L37	N89°49'25"W	13.26'
L38	S45°05'17"W	16.48'
L39	N89°33'09"W	45.48'
L40	N46°02'19"W	16.56'
L41	S89°49'25"E	69.08'
L42	N89°49'25"W	173.88'
L43	S55°06'18"W	3.49'
L44	N89°48'21"W	32.63'
L45	N54°53'39"W	3.48'
L46	S89°49'25"E	38.35'

REPLAT OF

LOT 4 OF AVONDALE COMMERCE CENTER

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 48632
GABRIEL S. RIOS
ARIZONA U.S.A.
EXPIRES 12-31-11

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PHOENIX • MESA • TUCSON

CHECKED BY	GSR/TRG
CAD TECHNICIAN	GSR
SCALE	1"=60'
DATE	08-04-11
JOB NUMBER	113569
SHEET	2 OF 2

DEVELOPMENT SERVICES

SUBJECT:
Final Plat for Avondale City Center Phase 2

MEETING DATE:
September 6, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat Approval for Avondale City Center Phase 2

PARCEL SIZE: 16.65 Net Acres

LOCATION: South of City Center Drive East of Avondale Boulevard

APPLICANT: City of Avondale

OWNER: City of Avondale

BACKGROUND:

The final plat for Avondale City Center Phase 1 was approved on April 20, 2009. On August 3, 2009 the area was rezoned CCD (City Center District).

SUMMARY OF REQUEST:

This is a request to:

1. Replat Lots 5 through 7 and Tract “B” of Avondale City Center Phase 1 into four (4) lots and one (1) tract which will add Lot 8.
2. Dedicate right-of-way to extend 114th Avenue and Park Avenue south to and including the north half of Fillmore Street along the south boundary.
3. Create and modify easements for storm water.
4. Straighten the boundary line between Lot 5 and Lot 6 to a more practical alignment.

PARTICIPATION:

Public notification and hearing is not required for final plats.

ANALYSIS:

The proposed commercial plat meets all development standards for the CCD zoning district.

FINDINGS:

The proposed plat meets the following findings:

1. It meets the land use and design objectives of the General Plan.
2. It is consistent with the requirements of the CCD zoning.
3. It conforms to the City's Subdivision Regulations.

RECOMMENDATION:

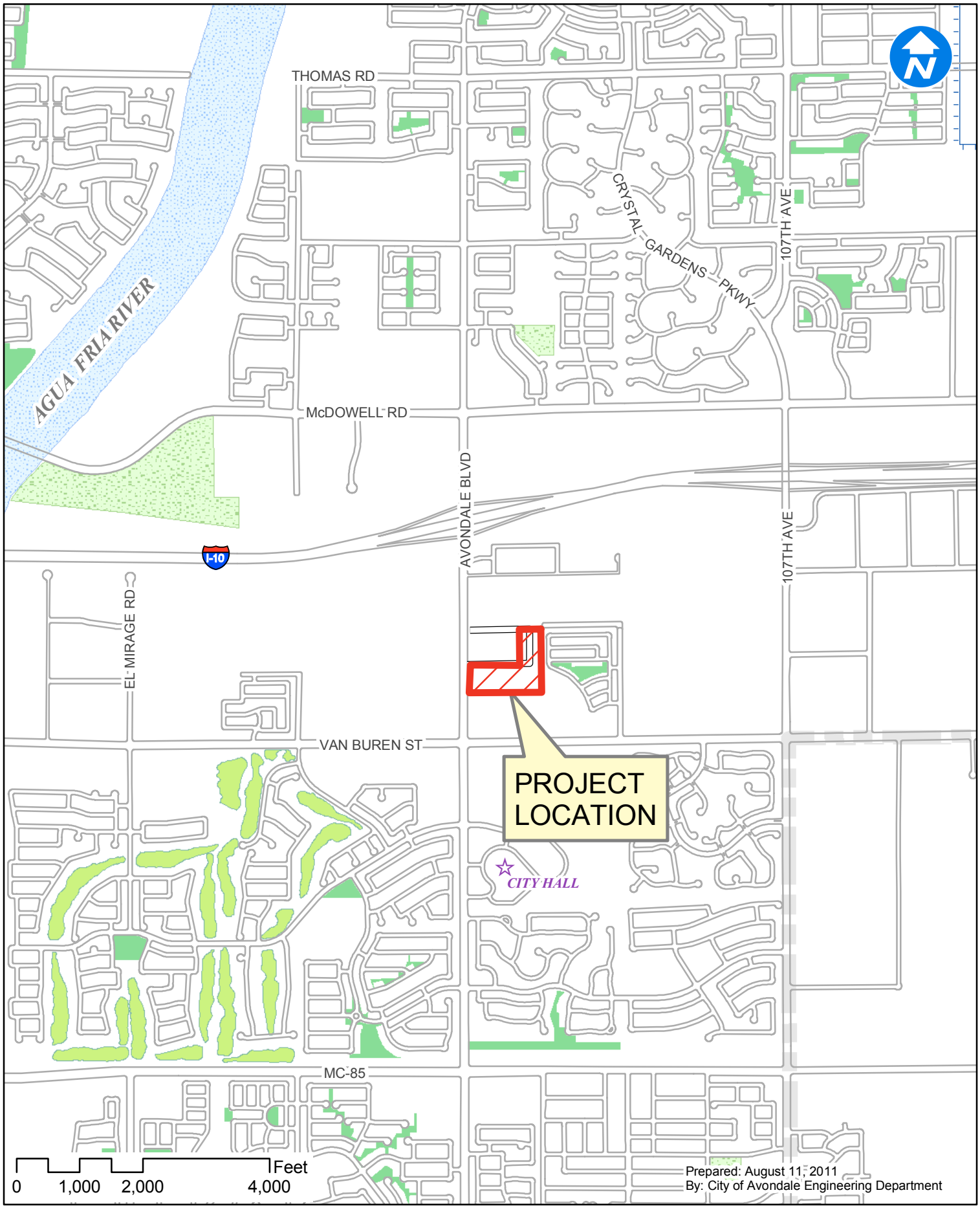
Staff recommends that the City Council approve the proposed final plat.

ATTACHMENTS:

Click to download

- Vicinity Map
- Final Plat for Avondale City Center Phase 2

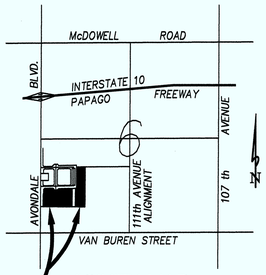
VICINITY MAP



Avondale City Center Phase 2

FINAL PLAT
FOR
AVONDALE CITY CENTER PHASE 2
AVONDALE, ARIZONA

A REPLAT OF LOTS 5, 6, 7 AND TRACT "B" OF AVONDALE CITY CENTER PHASE 1
A PORTION OF THE PLAT RECORDED IN BOOK 1027, PAGE 31,
MARICOPA COUNTY RECORDERS OFFICE RECORDS
AND BEING LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE
GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

SITES
(LOTS 5, 6, 7 AND TRACT "B")

LOT AREA TABLE

LOT NUMBER	AREA IN SQUARE FEET	AREA IN ACRES
5	131,034 Sq. Ft.	3.008 Ac.
6	160,526 Sq. Ft.	3.685 Ac.
7	207,663 Sq. Ft.	4.767 Ac.
8	178,477 Sq. Ft.	4.097 Ac.

TRACT AREA TABLE

TRACT NUMBER	AREA IN SQUARE FEET	AREA IN ACRES	
B	47,580 Sq. Ft.	1.092 Ac.	PARK USE

SHEET INDEX

1---------COVER SHEET
2---------FINAL PLAT LOTS 7 AND 8, AND TRACT "B"
3---------FINAL PLAT LOTS 5 AND 6, AND TRACT "B"

LEGAL DESCRIPTION

LOT 5, 6, 7, AND TRACT "B" OF THE FINAL PLAT
AVONDALE CITY CENTER PHASE 1
RECORDED IN MARICOPA COUNTY RECORDERS OFFICE
BOOK 1027 OF MAPS, PAGE 31
AN APRIL 2009 PLAT.

OWNER/DEVELOPER

CITY OF AVONDALE
11465 W. CIVIC CENTER DRIVE, SUITE 120
AVONDALE, ARIZONA 85323-6804
PHONE: (623) 333-4200
CONTACT: LARI SPIRE, RLS

SURVEYOR

CONSULTANT REGISTERED SURVEYING, INC..
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA 85251
PHONE 480-620-1382
CONTACT CARL SITTERLEY, RLS, ARIZONA 28742

BENCHMARK

CITY OF AVONDALE BENCHMARK CIVIC CENTER NGS HORIZONTAL
CONTROL DISK STAMPED CIVIC CENTER 2006,
THE ELEVATION BEING NAVD88 DATUM=996.80

100 YEAR ASSURED WATER SUPPLY

THIS AREA PLATTED HEREON WITH THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DEDICATED AS HAVING AN ASSURED SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, G&SRM, HAVING A BEARING OF NORTH 00°02'19" WEST, PER RECORD OF SURVEY AVONDALE CITY CENTER RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE IN BOOK 1023 OF MAPS, PAGE 35. SAID BASIS OF BEARING SAME AS THE ABOVE STATED FINAL PLAT OF AVONDALE CITY CENTER PHASE 1.

APPROVALS

Approved by the Council of the City of Avondale, Arizona,

this _____ day of _____, 2011

_____ Date: _____
Mayor

_____ Date: _____
Attest, City Clerk

_____ Date: _____
City Engineer

GENERAL NOTES

1. ALL LANDSCAPING WITHIN THE ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT OWNERS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS, SHALL BE LIMITED TO UTILITIES AND LANDSCAPING.
3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. ALL ELECTRIC AND COMMUNICATION LINES ARE TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100-YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNERS MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
8. A ½ INCH REBAR WITH ¾ INCH BRASS TAG ATTACHED AND STAMPED CRS 28742 WILL BE SET AT ALL LOT CORNERS AT THE COMPLETION OF THE PROJECT, UNLESS SAID REBAR IS NOT PRACTICAL, AND A COMPETENT SURVEY MONUMENT WILL BE SET AND FULLY DESCRIBED ON A RECORDED ADDITIONAL RESULTS OF SURVEY TO MEET "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" IF THE STATED MONUMENT IS NOT SHOWN HEREON THIS PLAT.
9. BEARINGS AND DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE INDICATED AS CALCULATED (COMPUTED) OR OF RECORD.

SURVEY REFERENCES

R1 = MCR PLATS BOOK 694, PAGE 38
R2 = MCR PLATS BOOK 1027, PAGE 31
R3 = MCR PLATS BOOK 686, PAGE 43
R4 = MCR PLATS BOOK 1071, PAGE 11
R5 = MCR PLATS BOOK 1077, PAGE 32
R6 = MCR PLATS BOOK 1023, PAGE 35
R7 = MCR PLATS BOOK 731, PAGE 05
R8 = MCR PLATS BOOK 1075, PAGE 20

LEGEND

R.L.S. = REGISTERED LAND SURVEYOR
G&SRM = GILA AND SALT RIVER MERIDIAN
GDACS = GEODETIC DENSIFICATION AND CADASTRAL SURVEY
R/W = RIGHT OF WAY ROADWAY
PUE = PUBLIC UTILITY EASEMENT
NGS = NATIONAL GEODETIC SURVEY
NAVD88 = NORTH AMERICAN VERTICAL DATUM 1988
SRP = SALT RIVER PROJECT

———— = EXTERIOR SUBDIVISION LINE (LOTS 5, 6, AND 7 OF R2)
—— – —— = STREET CENTERLINE (PER PLAT R2)
— — — — = PLAT EASEMENT LINES
— – — – — = EASEMENT LINES
———— = PLAT INTERIOR LOT LINES

◉ = FOUND MONUMENT PER DESCRIPTION ON PLAT
○ = BRASS 3" STREET MONUMENT CITY OF AVONDALE SET IN CONCRETE FLUSH OR IN HANDHOLE WITH PUNCH AND STAMPED "LS 31038" PER MARICOPA COUNTY RECORDERS OFFICE MAP BOOK 1071, PAGE 11.
● = ½ REBAR WITH "CRS 28742" ¾ BRASS TAG ATTACHED WITH PIN WIRE FLAG UNLESS OTHERWISE DESCRIBED HEREON.

SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY SHOWN HEREON FOR THE STATED SECTION 6 AND PLATTED AS A FINAL PLAT WAS MADE DIRECTLY BY MYSELF DURING THE MONTHS OF MARCH, APRIL, MAY, AND AUGUST 2011, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN HEREON, AND THAT THE MONUMENTS AND POSITIONS SHOWN ARE PER CURRENT "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" AND SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CARL SITTERLEY, REGISTERED LAND SURVEYOR 28742

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
28742
CARL
SITTERLEY
8/16/11
EXPIRES
ARIZONA U.S.A.

EXPIRES 03/31/2013

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS_____DAY OF_____, 2011, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED MARIE LOPEZ ROGERS WHO ACKNOWLEDGED HERSELF TO BE MAYOR OF THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY:_____ COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS_____DAY OF_____, 2011, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED THEM SELF TO BE THE TRUSTEE OF THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY:_____ COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS_____DAY OF_____, 2011, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED THEM SELF TO BE THE TRUSTEE OF THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY:_____ COMMISSION EXPIRES:

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "AVONDALE CITY CENTER PHASE 2", A 4 LOT SUBDIVISION AND REPLAT OF LOTS 5, 6, 7, AND TRACT "B" OF "AVONDALE CITY CENTER PHASE 1", LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "REPLAT OF LOT 5, 6, AND 7 OF AVONDALE CITY CENTER PHASE 1" AND HEREBY DECLARES THAT SAID "AVONDALE CITY CENTER PHASE 2", AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT THE LOTS, TRACT AND STREETS SHALL BE KNOWN BY THE NUMBER AND LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT, THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF:

THAT THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS, HAVE HEREUNDER CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDER SIGNED OFFICERS, THEREUNTO DULY AUTHORIZED

THIS_____DAY OF_____, 2011.

BY: THE CITY OF AVONDALE,
AN ARIZONA MUNICIPAL CORPORATION

BY: MARIE LOPEZ ROGERS _____
MAYOR

BY: THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992

BY: TRUSTEE _____

BY: THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993

BY: TRUSTEE _____

RATIFICATION

THE UNDERSIGNED OPTIONEE OF THOSE CERTAIN MEMORANDUMS OF OPTION TO PURCHASE AS RECORDED IN DOCKETS 20110219114 AND 20110219115 OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT, LOTS AND TRACTS AND EACH AND EVERY DEDICATION HEREIN.

BY: CARLOS O'BRIENS OF SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY.

BY: REPRESENTATIVE _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS_____DAY OF_____, 2011, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED THEM SELF TO BE THE

(TITLE)_____.

OF THE CARLOS O'BRIENS SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE OPTIONEE REFERENCED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

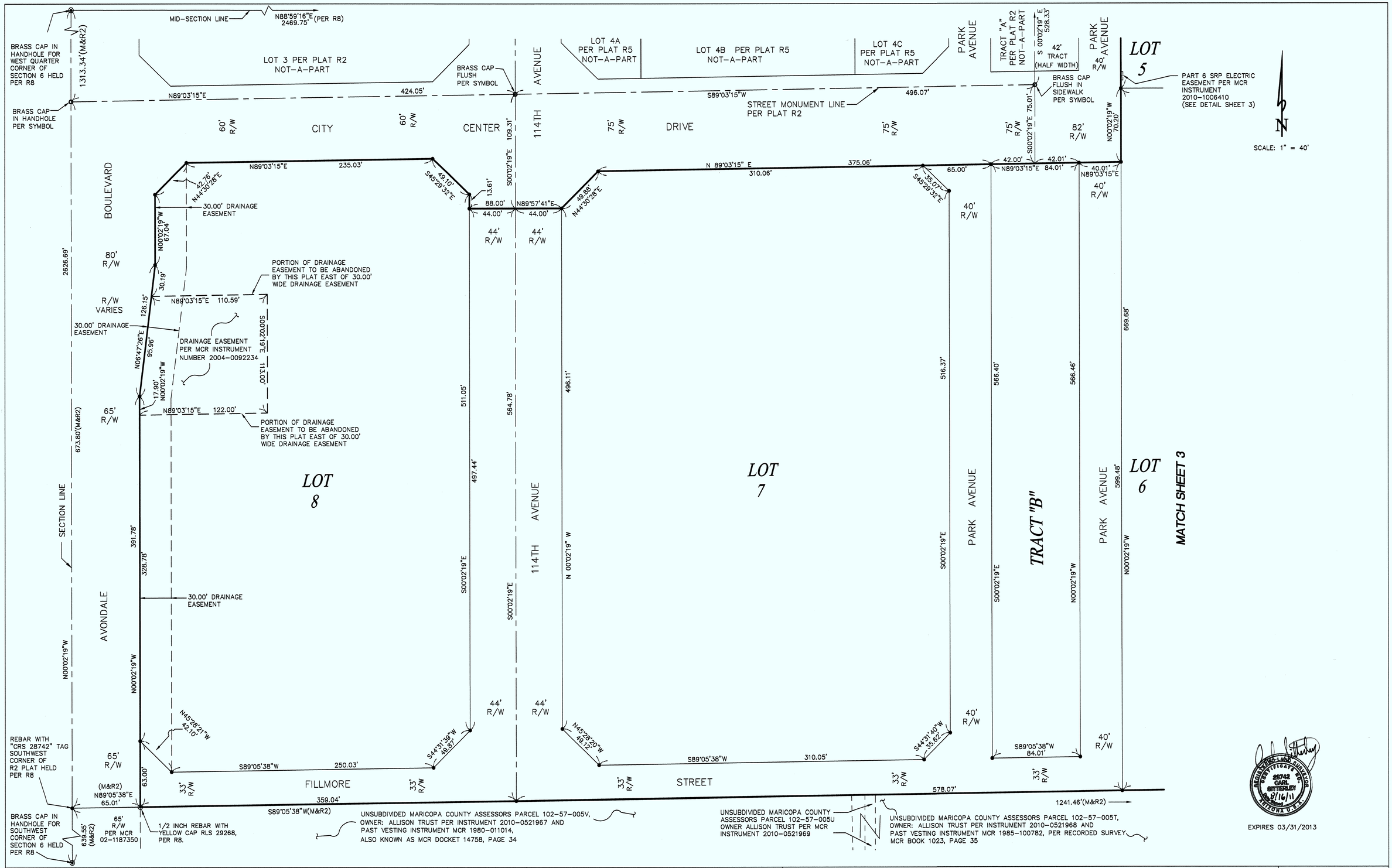
BY:_____ COMMISSION EXPIRES:

DATE	REVISIONS

C R S
CONSULTANT REGISTERED SURVEYING, INC.
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382

AVONDALE CITY CENTER PHASE 2---FINAL PLAT
A REPLAT OF LOTS 5, 6, AND 7 OF THE AVONDALE CITY CENTER PHASE 1
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN

DATE:	08/16/2011
SCALE:	VARIES
DRAWN BY:	CRS
APPROVED BY:	CRS
SHEET	1 OF 3

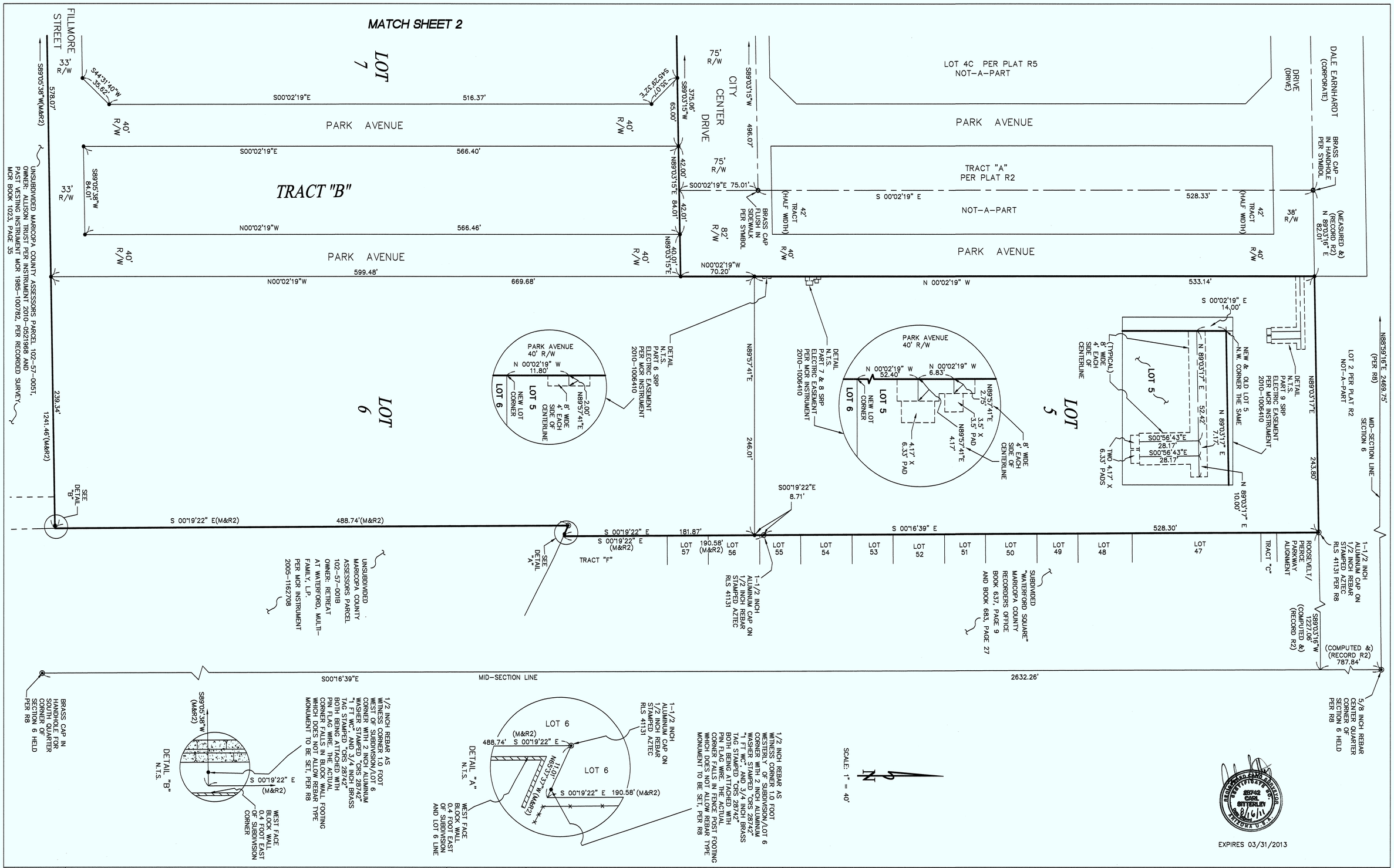


DATE	REVISIONS

C R S
CONSULTANT REGISTERED SURVEYING, INC.
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382

AVONDALE CITY CENTER PHASE 2---FINAL PLAT
A REPLAT OF LOTS 5, 6, AND 7 OF THE AVONDALE CITY CENTER PHASE I
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN

DATE:	08/16/2011
SCALE:	1 INCH = 40 FEET
DRAWN BY:	CRS
APPROVED BY:	CRS
SHEET 2 OF 3	



DATE	REVISIONS

C R S
CONSULTANT REGISTERED SURVEYING, INC.
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382

AVONDALE CITY CENTER PHASE 2---FINAL PLAT
A REPLAT OF LOTS 5, 6, AND 7 OF THE AVONDALE CITY CENTER PHASE I
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN

DATE:	08/16/2011
SCALE:	1 INCH = 40 FEET
DRAWN BY:	CRS
APPROVED BY:	CRS
SHEET	3 OF 3

CITY COUNCIL REPORT

SUBJECT:
Resolution 3001-911 - Intergovernmental Agreement with the City of Tolleson for Transit Services

MEETING DATE:
September 6, 2011

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623) 333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a resolution approving an Intergovernmental Agreement with the City of Tolleson for FY11/12 Transit Services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale entered into an Intergovernmental Agreement in FY 2003/2004 (No. 104703), on behalf of the Avondale Urbanized Area (AUA) cities (Avondale, Goodyear, Tolleson and Litchfield Park), for transit services. This agreement has been renewed and amended annually since 2003. The City of Phoenix will provide following services, on behalf of the Avondale Urbanized Area, in FY 11/12:
* Route 3 - Van Buren Street
* Route 17 - McDowell Road
* ADA Dial-a-Ride service adjacent to the fixed routes

The City of Avondale is a recipient of Federal Transit Administration (FTA) grant funds on behalf of the Avondale Urbanized Area cities. The AUA is receiving an estimated $1,231,047 in FY11/12. These funds require a 100% local match. Should the AUA receive JARC funds, these funds will replace FTA Operating Assistance funds, which will then be rolled into a future year's use.

Refer to Attachment A for an estimate of the cost of service and funding for each of the routes for FY11/12.

DISCUSSION:

The City of Tolleson's proportionate share is $29,686 for FY11/12.

BUDGETARY IMPACT:

The estimated FY11/12 Transit costs have been adequately budgeted for in the City Budget. If necessary, a year-end adjustment will be made according to actual expenses incurred. If it is determined that the City of Tolleson has paid more than its share of the cost of service, the City of Tolleson will receive a refund; if the City of Tolleson has underpaid it will be billed for the actual cost of the service.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Tolleson for FY 11/12 Transit Services.

ATTACHMENTS:

Click to download

No Attachments Available

RESOLUTION NO. 3001-911

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Avondale ("Avondale") and the City of Phoenix ("Phoenix") entered into an Intergovernmental Agreement effective July 1, 2011, in which Avondale agreed to pay Phoenix for transit services to be provided to the Avondale Urbanized Area for fiscal year 2011-2012 (the "Phoenix IGA"); and

WHEREAS, the Phoenix IGA designated Avondale as the lead agency for the Avondale Urbanized Area; and

WHEREAS, the City of Tolleson ("Tolleson") is part of the Avondale Urbanized Area and benefits from the transit services provided by Phoenix; and

WHEREAS, Avondale and Tolleson desire to enter into an Intergovernmental Agreement to provide bus transit services to the residents of Avondale and Tolleson by providing for the operation of Route 17 (McDowell Route), Route 3 and Dial-A-Ride services (the "Transit Services"); and

WHEREAS, Tolleson will reimburse Avondale on an annual basis for Tolleson's prorated cost of operation ($29,686.00) for the Transit Services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Intergovernmental Agreement between Avondale and Tolleson with respect to the reimbursement of funds for Transit Services (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed 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, September 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. 3001-911

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF TOLLESON

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of September 6, 2011, between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Tolleson, an Arizona municipal corporation ("Tolleson").

RECITALS

A. Avondale and the City of Phoenix ("Phoenix") entered into an Intergovernmental Agreement for transit services for FY 2011-2012 effective July 1, 2011 (the "Phoenix IGA") with Avondale acting as the fiscal and responsible agent for the Avondale Urbanized Area.

B. Tolleson is part of the Avondale Urbanized Area and benefits from the transit services provided by the Phoenix IGA.

C. Avondale and Tolleson seek to serve their respective residents through public transportation by continuing the operation of Route 17 (McDowell Route), Route 3 and Dial-A-Ride services (the "Transit Services").

D. Tolleson agrees to reimburse Avondale on an annual basis for Tolleson's prorated cost of operation ($29,686.00) for the Transit Services provided under the Phoenix IGA, as more particularly set forth in the Contract Estimate attached hereto as Exhibit A and incorporated herein by reference.

E. Avondale and Tolleson have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

F. Avondale is authorized to contract for public transportation services pursuant to Article 1, Section 3 of the Avondale City Charter.

G. Tolleson is authorized to contract for public transportation services pursuant to Article 2-1 of the Tolleson City Code.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, Avondale and Tolleson hereby agree as follows:

1. Service Area and Transit Services.

a. The corporate limits of Tolleson, which are lawfully in effect on July 1, 2011, shall designate and define the limits of the service area for the purpose of this Agreement.

b. The Transit Services provided are outlined in the Phoenix IGA in accordance with those specified in Valley Metro Bus Book.

2. Term. This Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2012. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

3. Avondale Responsibilities. Avondale shall:

a. Prepare and amend service specifications as published in the Valley Metro Bus Book in consultation with Tolleson.

b. Serve as the fiscal representative with Phoenix for Route 3, Route 17, Dial-A-Ride, and perform the necessary service actions and financial processes as required by the Phoenix IGA.

c. Invoice Tolleson annually an amount of $29,686.00, due on or before February 15, 2011, for Transit Services covered by this Agreement.

4. Tolleson Responsibilities. Tolleson shall:

a. Continue to provide traffic control and transit facilitation measures, such as turning movements, on city streets as mutually agreed upon with Phoenix and Avondale.

b. Purchase, install and maintain bus stop signs, as needed.

c. Retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years from the termination of this Agreement. Such records shall be the subject to audit and inspection at any time during the term of this Agreement or within five years after the termination thereof.

d. Reimburse Avondale annually on or before February 15, 2011, in the amount of $29,686.00 for Tolleson's pro-rata portion of those net costs incurred by Avondale for provision of the Transit Services.

5. Reconciliation. In the event that Tolleson's portion of the costs is more or less than $29,686.00 at the end of the term, Avondale shall either recoup or reimburse the difference in cost, as applicable, to/from Tolleson.

6. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Indemnification. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and elected or appointed officials (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorneys' fees (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage relating to the Indemnitor's performance of its duties under this Agreement, but only to the extent that such Claims are caused by the negligence, misconduct, intentional act or other fault of the Indemnitor, its officers, employees, contractors, elected or appointed officials.

8. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale and Tolleson.

9. Relationship of the 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 of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

10. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Attorneys' Fees. In the event legal action is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.

12. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

13. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

14. Waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

15. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

16. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall no be deemed relevant to construing this Agreement.

17. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City of Avondale:	City of Avondale 11465 West Civic Center Drive, Suite 220 Avondale, Arizona 85323 Fax: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Fax: (602) 254-4878 Attn: Andrew J. McGuire, Esq.
If to the City of Tolleson:	City of Tolleson 9555 West Van Buren Street Tolleson, Arizona 85353 Fax: 623-907-2629 Attn: Reyes Medrano, Jr., City Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Fax: (602) 254-4878 Attn: Scott W. Ruby, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or

(d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

18. Cancellation. This Agreement may be cancelled by either party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

19. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the parties each certify that they do 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 either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law including terminating this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

"**Avondale**"	"**Tolleson**"
CITY OF AVONDALE, an Arizona municipal corporation	CITY OF TOLLESON, an Arizona municipal corporation
_____	_____
Marie Lopez Rogers, Mayor	Adolfo F. Gámez, Mayor
ATTEST:	ATTEST:
_____	_____
Carmen Martinez, City Clerk	Chris Hagen, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) 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.

_____	_____
Andrew J. McGuire Avondale City Attorney	Scott W. Ruby Tolleson City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF TOLLESON

[Contract Estimate]

See following page.

CITY OF AVONDALE
PURCHASE OF TRANSIT SERVICES
CONTRACT ESTIMATE
FISCAL YEAR 2011-12
ELIMINATE ROUTE 131 - EFFECTIVE JULY 25, 2011

Route	Service Provider	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:								
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
Saturday:								
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
Weekday:								
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
Saturday:								
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
Weekday:								
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

Total fixed route service miles = 143,434.1
Total revenue (Fixed Route & DAR) = $ (72,216)
Gross Costs (Fixed Route & DAR) = $ 1,133,458

Amount Due	Due Date
$ 90,103	July 1, 2011
$ 90,103	Aug 1, 2011
$ 90,103	Sept 1, 2011
$ 90,103	Oct 1, 2010
$ 90,103	Nov 1, 2011
$ 90,103	Dec 1, 2011
$ 90,103	Jan 1, 2012
$ 90,103	Feb 1, 2012
$ 90,103	March 1, 2012
$ 90,103	April 1, 2012
$ 90,103	May 1, 2012
$ 90,109	June 1, 2012
Total: $ 1,081,242	

Total	$ 1,081,242		
Federal Portion	$ 925,000		
Difference	$ 156,242		
Goodyear	13%	$	20,311
Tolleson	19%	$	29,686

CITY COUNCIL REPORT

SUBJECT:
Resolution 3002-911 - Second Amendment to Intergovernmental Agreement with Buckeye, Goodyear and the State of Arizona

MEETING DATE:
September 6, 2011

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623) 333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving the Second Amendment to the Intergovernmental Agreement between the City of Avondale, City of Goodyear, the Town of Buckeye and the The State of Arizona acting by and through the Department of Economic Security to provide integrated services to children and families at the Swouthwest Family Advocacy Center (SWFAC) and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The SWFAC is a multidisciplinary facility developed and funded by the City of Avondale, the Town of Buckeye and the City of Goodyear Police Departments. The SWFAC's purpose is to provide quality investigations, prosecution and treatment of abuse in the most sensitive appropriate manner to crime victims. The SWFAC staff is a team dedicated to serving victims of child physical and sexual abuse, drug endangerment, neglect, and adult victims of sexual assault, domestic violence and elder abuse. The SWFAC understands that the community is diverse and that by focusing on the needs of each victim, staff can provide the most comprehensive services possible.

The Department of Economic Security/Division of Children, Youth, and Families/Child Protective Services (CPS) is co-located at the SWFAC and includes a CPS Supervisor, seven Case Specalists and two Case Aids. CPS provides on-site agency collaboration through the use of the multi-disciplinary team approach to prevention, investigation, assessment, protection, referral for prosecution and treatment of child abuse cases.

DISCUSSION:

The partnering agencies and DES entered into an IGA on October 31, 2007, as amended and restated May 5, 2008. This agreement expired June 30, 2011. The partnering agencies and DES desire to extend and further amend the IGA and to clarify certain operational duties and obligations of the parties. These duties and obligations include participation, collection of statistics, management coordination and case assignment. The SWFAC and DES wish to enter into this IGA to utilize CPS's expertise and resources to provide collaborative investigative services to SWFAC clients who are victims of child abuse or neglect or who are otherwise at-risk. This agreement is effective October 3, 2011, for a three (3) year period terminating on October 2, 2014.

BUDGETARY IMPACT:

Funding for CPS staff is provided through DES. Financial obligations by the partnering agencies include shared access to telephone system and work space at SWFAC for CPS workers.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving the Second Amendment to the Intergovernmental Agreement between the City of Avondale, City of Goodyear, the Town of Buckeye and the The State of Arizona acting by and through the Department of Economic Security to provide integrated services to children and families at the Swouthwest Family Advocacy Center (SWFAC) and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3002-911

RESOLUTION NO. 3002-911

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF BUCKEYE, THE CITY OF GOODYEAR AND THE STATE OF ARIZONA REGARDING INTEGRATED SERVICES TO CHILDREN AND FAMILIES AT THE DOMESTIC VIOLENCE VICTIM ADVOCACY CENTER.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Second Amended and Restated Intergovernmental Agreement with the Town of Buckeye, the City of Goodyear and the State of Arizona regarding integrated services to children and families at the Domestic Violence Victim Advocacy Center (the "Second Restated Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed 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, September 6, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3002-911

[Second Restated Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE TOWN OF BUCKEYE,
THE CITY OF GOODYEAR AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF ECONOMIC SECURITY
TO PROVIDE INTEGRATED SERVICES TO CHILDREN AND FAMILIES
SECOND AMENDED AND RESTATED OCTOBER 3, 2011

THIS SECOND AMENDED AND RESTATED AGREEMENT (this "Second Restated Agreement") is entered into on October 3, 2011, by and between the City of Avondale, an Arizona municipal corporation ("Avondale"), the Town of Buckeye, an Arizona municipal corporation ("Buckeye"), the City of Goodyear, an Arizona municipal corporation ("Goodyear") (each referred to individually as a "Partnering Agency" and collectively identified as the "Partnering Agencies") and the State of Arizona acting by and through the Department of Economic Security/Division of Children, Youth, and Families/Child Protective Services ("DES") to provide integrated services to children and families.

RECITALS

A. DES is duly authorized to execute and administer this Second Restated Agreement under ARIZ. REV. STAT. § 41-1954.

B. Avondale, Buckeye and Goodyear have authority to enter into this Second Restated Agreement pursuant to ARIZ. REV. STAT. § 11-952.

C. The Partnering Agencies have entered into that certain Intergovernmental Agreement dated July 2, 2007 (the "Center IGA"), with respect to the design, construction and operation of a domestic violence victim advocacy center located at 140 North Litchfield Road, Goodyear, Arizona (the "Center") for the provision of services for victims of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence.

D. The Partnering Agencies have agreed in the Center IGA, with respect to the operation of the Center, that Avondale shall be the day-to-day manager of the Center. As the day-to-day manager, Avondale shall be responsible for office and facility-related concerns.

E. The Partnering Agencies have agreed in the Center IGA to develop a Center Operations Manual to address the policies, procedures and day-to-day operations of the Center (the "Center Operations Manual").

F. The Partnering Agencies and DES desired to participate in the shared use of the Center to provide on-site agency collaboration through the use of multi-disciplinary team approach to prevention, investigation, assessment, protection, referral for prosecution and treatment of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases. Accordingly, the Partnering Agencies and DES entered into that certain Intergovernmental Agreement to provide integrated services to children and families, approved on or after October 31, 2007 (the "DES IGA"), as amended and restated on May 5, 2008 (the

"First Restated Agreement"). Collectively, the DES IGA and the First Restated Agreement are referred to herein as the "Agreement" and the Agreement and this Second Restated Agreement are collectively referred to herein as the "Amended Agreement."

G. The Partnering Agencies and DES desire to further amend the Amended Agreement to clarify certain operational duties and obligations of the parties.

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 Partnering Agencies and DES agree as follows:

1. Term. The initial term of the Amended Agreement shall begin upon the date of the last signature below and shall be for a period of three years. Thereafter this Amended Agreement will automatically renew for successive terms of three years unless terminated by any party pursuant to the termination provisions herein.

2. Applicable Law; Venue. In the performance of the Amended Agreement, all parties to the Amended Agreement shall abide by and conform to any and all laws of the United States and State of Arizona 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 Amended Agreement. The Amended Agreement shall be governed by the laws of the State of Arizona and suit pertaining to the Amended Agreement may be brought only in courts in the State of Arizona.

3. Location of Center. The Partnering Agencies intend to operate the Center in a leased building comprising 12,500 square feet located at 140 North Litchfield Road, Goodyear, Arizona, or other facility mutually agreeable to the Partnering Agencies (the "Initial Facility").

4. Joint Use of Center.

4.1 DES Space.

A. Generally. The Partnering Agencies agree to provide space at the Center to DES in exchange for the delivery of expedited multi-level service in order to facilitate and assist the Department in the mission of promoting the safety, well-being and self-sufficiency of children, adults and families.

B. Standards. The space to be provided will be a quality standard working environment which will provide protection of the general health and welfare of DES employees and will comply with the Uniform Building Code, Americans with Disabilities Act, National Fire Protection Agency ("NFPA") Code and any other codes or ordinances enforced by the local jurisdiction.

C. Amount of Space. DES shall be provided one office space and eight modular workstations completely furnished and with a telephone, but without a computer or printer (the "Designated Space").

D. No Charge. The Partnering Agencies shall provide use of the Designated Space to DES free of charge.

4.2 Operations.

A. Center Operations Manual Development. The Partnering Agencies agree to develop and maintain the Center Operations Manual using the multidisciplinary team concept adopted and required by the Maricopa County Attorney's Office for Advocacy Centers.

B. Center Operations Manual Compliance. After the adoption of the Center Operations Manual, all parties to the Amended Agreement agree to comply with the provisions of the multi-disciplinary team concept adopted and required by the Maricopa County Attorney's Office for Advocacy Centers.

C. DES Participation. CPS case workers with investigative responsibilities shall be present for forensic interviews of cases they are investigating in collaboration with law enforcement agencies. A CPS Supervisor and caseworkers will participate in case review through discussion and sharing of information regarding the investigation, case status and services needed by the child and the family.

D. DES Statistics. CPS will provide statistical information necessary for the National Children's Alliance.

E. Coordination. Quarterly meetings shall be held between the CPS Supervisor and Center Director. DES shall timely communicate with the Center Director regarding staff changes and other information that affects the Center.

F. Case Assignment. DES shall assign all child abuse cases that are being investigated by law enforcement and that are brought to the Center to caseworkers at the Center so they may be investigated collaboratively and are staffed through the multidisciplinary team.

5. Equipment.

5.1 Computer and Office Equipment. DES agrees to provide and use its own equipment and computer systems. At the termination of this Amended Agreement, DES agrees to remove its equipment and computer systems.

5.2 Telephone. The Partnering Agencies and DES agree to share access to the Avondale-owned telephone system, but Avondale will not provide DES with access to long distance telephone service.

5.3 Copier Paper. DES shall provide, at no cost to the Partnering Agencies, two cases of copier paper per month for use in the copier to which DES is allowed access.

6. Maintenance. DES shall be responsible for maintaining its own equipment and computer systems. All parties to the Amended Agreement shall clean up any waste, spills or equipment caused by/placed upon the property jointly used pursuant to the Amended Agreement after each use.

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

8. Insurance.

8.1 Mutual Obligations of Partnering Agencies. The Partnering Agencies mutually agree to provide for their respective financial responsibilities as respects liability arising out of this Amended Agreement through either the purchase of insurance or the provision of the self-funded insurance program.

8.2 DES Insurance. The State of Arizona is self-insured pursuant to ARIZ. REV. STAT. § 41-621.

8.3 Worker's Compensation. All parties to the Amended Agreement agree that they are not joint employers for the purpose of workers compensation coverage and that any Partnering Agency employee or DES employee assigned to the Center shall remain an employee of such Partnering Agency or DES, respectively. To the extent that employees of one Partnering Agency or DES perform duties on behalf of another Partnering Agency or DES, such employees shall be deemed to be "employees" of both public agencies while performing pursuant to this Amended Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

9. Non-Discrimination. All parties to the Amended Agreement shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

10. Amendment. The Amended Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale, Buckeye, Goodyear and DES.

11. Relationship of the Parties; Authority. Each party to the Amended Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the others. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Amended Agreement. This Amended Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Amended Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. This Amended Agreement does not grant authority to control the Center, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Amended Agreement.

12. Integration. The Amended Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Amended Agreement, and no representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Amended Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Amended Agreement shall be void and of no effect.

13. Termination of Agreement.

13.1 Partnering Agency Termination. In the event any Partnering Agency terminates its participation in the Center IGA, then that Partnering Agency also terminates its participation in the Amended Agreement. The Partnering Agency shall also provide not less than 30 days written notice of the intent to terminate the Amended Agreement.

13.2 DES Termination. DES may terminate participation in the Amended Agreement prior to the end of the current term by providing not less than 30 days written notice of the intent to terminate.

14. Attorneys' Fees. In the event legal action is brought or an attorney is retained by any party to the Amended Agreement to enforce the terms of the Amended Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.

15. Arbitration. The parties to the Amended Agreement agree to resolve all disputes arising out of or relating to the Amended Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARIZ. REV. STAT. § 12-1518, except as may be required by other applicable statutes (Title 41).

16. Severability. If any provision of the Amended Agreement is declared void or unenforceable, such provision shall be deemed severed from the Amended Agreement, which shall otherwise remain in full force and effect.

17. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

18. Waiver. Failure of any party to exercise any right or option arising out of a breach of the Amended Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

19. Counterparts. The Amended Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

20. Captions. Captions and section headings used herein are for convenience only and are not a part of the Amended Agreement and shall not be deemed to limit or alter any provisions hereof and shall no be deemed relevant to construing the Amended Agreement.

21. Notices and Requests. Any notice or other communication required or permitted to be given under this Amended Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Manager

If to Buckeye: Town of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Town Manager

If to Goodyear: City of Goodyear
190 North Litchfield Road
Goodyear, Arizona 85338
Attn: City Manager

If to DES: DES/DCYF Financial and Business Operations Administrator
1789 West Jefferson Street, Site Code 750A
Phoenix, AZ 85007
Attn: David Longo

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

22. Cancellation. The Amended Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Any Partnering Agency may cancel the Amended Agreement without penalty or further obligations by the Partnering Agency or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Amended Agreement on behalf of the Partnering Agency or any of its departments or agencies is, at any time while the Amended Agreement or any extension of the Amended Agreement is in effect, an employee of any other Partnering Agency to the Amended Agreement in any capacity or a consultant to any other Partnering Agency of the Amended Agreement with respect to the subject matter of the Amended Agreement.

23. Continuation Subject to Appropriation. The performance by all parties to the Amended Agreement of its obligations under the Amended Agreement is subject to actual availability of funds appropriated by each party for such purposes. All parties to the Amended Agreement shall be the sole judge and authority in determining the availability of funds under the Amended Agreement and each party shall keep the other parties fully informed as to the availability of funds for its obligations. The obligation of each party to fund any obligation pursuant to the Amended Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the party. If any of the Councils of Avondale, Buckeye or Goodyear or the State Legislature of the State of Arizona fails to appropriate money sufficient to meet its obligations as set forth in the Amended Agreement during any immediately succeeding fiscal year, the Amended Agreement shall terminate at the end of then-current fiscal year and all parties to the Amended Agreement shall thereafter be relieved of any subsequent obligation under the Amended Agreement.

24. Miscellaneous.

24.1 Records. All books, accounts, reports, files and other records of either party relating to the Amended Agreement or the work done under the Amended Agreement shall be subject at all reasonable times to inspection and audit by all parties to the Amended

Agreement. Such records shall be available for inspection upon five business days' notice to the Center's day-to-day manager.

24.2 Personal Use of Contracts. State employees and public officers shall not be permitted to purchase materials or services under the Amended Agreement for their own personal or business use unless authorized in writing by the Director of the Arizona Department of Administration, pursuant to A.A.C. R2-7-204.

24.3 IT 508 Compliance. Unless specifically authorized in the Amended Agreement, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

24.4 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under the Amended Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Amended Agreement. This provision applies to work performed by subcontractors at all tiers.

24.5 Federal Immigration and Nationality Act. By entering into the Amended Agreement, all parties to the Amended Agreement warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the Amended Agreement.

25. Exhibits. To the extent applicable to the Amended Agreement, the Partnering Agencies and DES shall comply with the provisions set forth in Exhibit A and Exhibit B.

26. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective 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). The parties' or a subcontractor's failure to comply with such warranty shall be deemed a material breach of this Second Amendment and may result in the termination of this Second Amendment.

27. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the parties each certify that they do 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 a party determines that another party submitted a false certification, the party making such determination may impose remedies as provided by law including terminating this Second Amendment.

IN WITNESS WHEREOF, all Parties to the Amended Agreement hereto have executed the Amended Agreement on the date first written above.

"**Avondale**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his respective client only and (ii) as to his respective client only, has determined that the Amended Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Andrew J. McGuire, City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]

"**Buckeye**"

TOWN OF BUCKEYE, an Arizona
municipal corporation

_____
Jackie A. Meck, Mayor

ATTEST:

_____
Lucinda J. Aja, Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his respective client only and (ii) as to his respective client only, has determined that the Amended Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Scott W. Ruby, Town Attorney

"**Goodyear**"

CITY OF GOODYEAR, an Arizona
municipal corporation

_____
Georgia Lord, Mayor

ATTEST:

_____
Lynn Mulhall, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his respective client only and (ii) as to his respective client only, has determined that the Amended Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Roric Massey, City Attorney

"DES"

STATE OF ARIZONA, Department of
Economic Security

_____
Katherine Babonis, Chief Procurement Officer

ATTEST:

_____

Name: _____
Position: _____

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above agreement on behalf of her respective client only and (ii) as to her respective client only, has determined that the Amended Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Barbara Behun, Assistant Attorney General

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE TOWN OF BUCKEYE,
THE CITY OF GOODYEAR AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF ECONOMIC SECURITY
AMENDED AND RESTATED OCTOBER 3, 2011

[Procurement]

See following pages.

29 CFR 97.36 – Procurement, Section Number: 97.36, Section Name: Procurement

(i) Contract provisions. A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled ``Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or sub-grantees)

(4) Compliance with the Copeland ``Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of $100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19. 1995]

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE TOWN OF BUCKEYE,
THE CITY OF GOODYEAR AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF ECONOMIC SECURITY
AMENDED AND RESTATED OCTOBER 3, 2011

[Retention and Access Requirements for Records]

See following pages.

29 CFR 97.42 - Retention and access requirements for records, Section Number: 97.42, Section Name: Retention and access requirements for records.

(a) Applicability.
- (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or sub-grantees which are:
- (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
  - (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.
- (2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).

(b) Length of retention period.
- (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.
- (2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- (3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or sub-grantee.

(c) Starting date of retention period
- (1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.
- (2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.
- (3) Records for income transactions after grant or subgrant support. In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.
- (4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) Access to records

(1) Records of grantees and subgrantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records Unless required by Federal, State, or local law, grantees and sub-grantees are not required to permit public access to their records.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2999-911 - Memorandum of Understanding with Arizona Public Safety Procurement Program

MEETING DATE:
September 6, 2011

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623) 333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a resolution authorizing a memorandum of understanding between the Arizona Public Safety Procurement Program and the City of Avondale which authorizes the Avondale Police Department to participate in the Department of Defense 1033 program.

BACKGROUND:

In 1997, the National Defense Authorization Act (1033 program) was passed which authorized the Department of Defense to transfer excess military property to state and local police agencies at no cost. Arizona law enforcement agencies who participate in the program do so through the Arizona Public Safety Procurement Program.

Agencies who participate in the program can use two methods of screening excess property. The first is by physically visiting a Defense Reutilization and Marketing Office (DRMO) or by accessing a website of inventory listings. The condition of the equipment varies and all property must be used for law enforcement purposes; however, the equipment is obtained free of charge. Participating agencies must make arrangements for the equipment to be picked up or pay for shipping. Some of the equipment that is available includes vehicles, ATV's, weapons, computer equipment, fingerprint supplies and photographic equipment.

DISCUSSION:

The Arizona Public Safety Procurement Program allows for the transfer of excessive Department of Defense supplies and equipment to local and state law enforcement at no cost. The program does have six (6) restrictions. They include:

- The requesting agency must be a government agency with the primary function of enforcing laws with officers who have the power of arrest and apprehension.
- The property must come from existing Department of Defense inventories.
- The receiving agency is responsible for all costs associated with the equipment after transfer.
- The agency must accept the property "as-is" and "where-is".
- All property is transferred on a first-come first-served basis.
- The property cannot be sold, exchanged, bartered, or used to supplement the agency's budget.

The program will be administered and monitored by the Patrol Support Services Bureau. The equipment acquired will be related directly to the operation of the Police Department. If equipment is found that meets the needs of the department; however, because of high transportation or shipping costs, the equipment will simply not be acquired. The shipping, transportation, and maintenance cost for each item will be closely monitored before bringing any new item into the department inventory.

The closest DRMO locations for staff to view property are the Tucson or Yuma locations.

BUDGETARY IMPACT:

The cost for participation in the program is $250.00 per year. This amount can be expended using existing department accounts. As previously stated, before any equipment or supplies are acquired, the transportation or shipping costs will be considered. In the event costs are needed to handle transportation or shipping, the costs will be expended using existing funds in the department budget.

RECOMMENDATION:

Staff requests Council authorize the MOU with the Arizona Public Safety Procurement Program in order for equipment or supplies be transferred to the police department and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 2999-911

RESOLUTION NO. 2999-911

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A MEMORANDUM OF AGREEMENT AND UNDERSTANDING WITH THE STATE OF ARIZONA RELATING TO THE USE OF FEDERAL EXCESS PROPERTY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Arizona Department of Public Safety Procurement Program Memorandum of Agreement and Understanding (the "Agreement") is hereby approved 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 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, September 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. 2999-911

(Agreement)

See following pages.

Arizona Public Safety Procurement Program

ARIZONA STATE PLAN OF OPERATION:
Memorandum of Agreement and Understanding
Federal Excess Property 1033 Program

NAME OF LAW ENFORCEMENT AGENCY _____

PURPOSE

The purpose of this State Plan of Operation: Memorandum of Agreement and Understanding (MOA/MOU) is to set forth the terms and conditions by which certified Arizona Law Enforcement Agencies (LEAs) may obtain excess Department of Defense (DOD) personal property under the federal 1033 Program through participation in the Arizona Public Safety Procurement Program (AZPSPP) and to promote the efficient and expeditious transfer of the property.

AUTHORITY

The Secretary of Defense is authorized by 10 U.S.C. § 2576a (section 1033 of the fiscal year 1997 National Defense Authorization Act) to transfer to Federal and State Agencies personal property that is excess to the needs of the DOD and that the Secretary determines is suitable for use by agencies in law enforcement activities, with emphasis on counter drug/counterterrorism activities, under such terms prescribed by the Secretary. The Secretary has delegated the authority to determine whether property is suitable for use by agencies in law enforcement activities to the DOD Defense Logistics Agency (DLA).

ORGANIZATIONAL AUTHORITY

The Governor of Arizona has designated Detective Matt Van Camp of the Payson Police Department as the State Coordinator to implement the federal excess property 1033 Program statewide through the AZPSPP.

STAFFING AND FACILITY

The Arizona 1033 Coordinators, herein referred to as the State Coordinator and the designated State Points of Contact (SPOCs), have operational authority for the daily conduct, management, oversight and policies of the AZPSPP. This responsibility includes assuring that all program participants comply with applicable Federal and State laws and directives related to this program.

TERMS AND CONDITIONS

- **Law Enforcement Agency (LEA) Eligibility Criteria**: In determining whether property is suitable for use by agencies in law enforcement activities, DLA Disposition Services (formerly known as the Defense Reutilization and Marketing Service (DRMS)) defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable federal, state and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. The DOD, through DLA Disposition Services, has final authority to determine the type, quantity, and location of excess personal property suitable for use in law enforcement activities, if any, which will be transferred to the State. This MOA/MOU creates no entitlement for the LEA to

receive DOD excess personal property. Property available under the 1033 Program is for the current use of authorized program participants; it will not be issued for speculative/possible future use. Property will not be obtained for the purpose of sale, lease, rent, exchange, barter, or to secure a loan, or to otherwise supplement normal LEA budgets. All requests for property will be based on bona fide law enforcement requirements. The requisitioning of property for the purpose of cannibalization is not normally authorized. Requests for exceptions to this policy must be submitted in writing first to the State Coordinator and then to DLA Disposition Services's Law Enforcement Support Office (LESO) for final determination and approval. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with the excess property is the sole responsibility of the LEA.

- **Membership Fee:** The AZPSPP may institute a membership fee to cover administrative costs associated with managing the 1033 Program. The AZPSPP uses the DOD budget year of October 1 thru September 30 as its yearly cycle. Membership fees are due after October 1 of the current year. The AZPSPP currently has a $250.00 per year membership fee.

- **How to Enroll in the State 1033 Program:** LEAs must request enrollment in the 1033 Program by completing the application available at: www.drms.dla.mil/rtd03/leso/state.shtml. The application should be submitted to the State Coordinator. Upon review and approval by the State Coordinator, the State Coordinator will forward the approved application to the LESO for final approval. With LESO's approval, the State Coordinator will provide the agency with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Additionally, the AZPSPP will provide the LEA with an identification (ID) number so the LEA may screen and request property through the LEEDS automation system.

  By signing this MOA/MOU and agreeing to accept excess property under this program, the LEA pledges that it agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

  a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations in 32 C.F.R. Part 195.

  b. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) as implemented by Department of Health and Human Services regulations in 45 C.F.R. Part 90.

  c. On the basis of disability, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 C.F.R. Part 41 and DOD regulations at 32 C.F.R. Part 56.

- **LEA Screener Criteria:** LEA screeners may be full-time and/or part-time paid employees of the agency. Screeners may be sworn officers and/or non-sworn personnel assigned by the LEA to perform these duties. LEAs are allowed a maximum of four (4) screeners per agency. A maximum of two (2) of the authorized screeners may physically screen at any DLA Disposition Services location (DRMO) at one time. NOTE: **The Weapons Point of Contact (POC) must be a paid, full-time sworn officer of the LEA.**

- **Identification/Acquisition of Property:** LEAs find needed property electronically through the DLA website: www.drms.dla.mil/rtd03/leso/ or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit an on-line request via the LEEDS system to the State Coordinator's Office. The State Coordinator approves or disapproves the request. If the request is approved, it is forwarded electronically to the LESO and if approved by the LESO, it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) for final approval. If the request receives final approval, the LEEDS system will show a ***Request approved by Milstrip***. The requesting LEA is responsible for checking the LEEDS system and contacting the issuing DRMO to arrange pick up or transportation of the approved item.
  IMPORTANT NOTE: LEAs have 14 days from the approval date to obtain the item screened from the DRMO and failure to obtain this item will result in the item going back into the system for re-issuance.

- **Transportation of Property:** It is the responsibility of the LEA to transport requested property from the DRMOs. Additionally, transportation costs associated with the turn-in of property to a DRMO are the responsibility of the agency. DLA will not fund the transportation cost associated with property received under this program.

- **Storage of Property**: Arizona is not maintaining a small warehousing facility.

- **Utilization of Property:** Property received through the 1033 Program must be placed into use within **one year of receipt and utilized for a minimum of one year**, unless the condition renders it unusable. If property is not placed into use within 1 year of receipt, it must be transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the AZPSPP Office and LESO.

- **Distribution of Property:** LESO will approve property requests for any law enforcement activities with preferences given to counter drug/counterterrorism.

- **Security of Property:** It is the responsibility of the gaining LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, the LEA must notify the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.

- **Accountability of Property:** Along with the State, each LEA must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: form 657, 657A, 657T, 657D, 657TI, DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 5/10, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork issued through the LESO. The records maintained must also satisfy any and all pertinent requirements under Arizona statutes and regulations for the program and this property.

- **Title of Property:** The DOD has authorized the transfer and use of excess Federal property to Law Enforcement Agencies and as such reserves the right to recall any and all property issued through the 1033 Program. At the LEA's request, the DOD will provide a Form 97 (DOD certificate of Title) to

be used by the LEA to comply with the LEA's state registration requirements. The LEA may title the property in its name as needed. All demilitarization (DEMIL) property may not be disposed of and must be returned to the DOD. Terminating the title to property returned to the DOD is the LEA's responsibility. All property that is not DEMIL property must have approval from the State Coordinator's Office for disposal if the property is on the LEA's inventory list. LEAs should contact the State Coordinator's Office for further clarification and direction.

- **Inactive File:** The LESO has a 5-year file retention policy. LESO will maintain active files for 2 years and inactive files for 3 years. After five years, the files are destroyed with the exception of DEMIL code B through Q property, sensitive items, DEMIL code A property with an acquisition value over $20,000, and any other high dollar items.

- **State Compliance Reviews**: The AZPSPP will conduct periodic reviews of each LEA enrolled in the 1033 Program, including physical inventory/spot checks of property received and any related records. The purpose of the reviews is to ensure LEAs are in compliance with the Arizona State Plan of Operation. These reviews will be documented and a copy will be sent to the LEA. Additionally, a copy will be maintained by the AZPSPP office. A LEA found out of compliance with the terms or conditions of the State Plan of Operation will have thirty (30) days to correct the deficiencies. If the LEA fails to correct the problems, the AZPSPP Office or the LESO may suspend the LEA from the 1033 Program and may require the return of any and all equipment obtained under the Program.

- **Turn in of Property:** LEAs will coordinate all turn in requests through the State Coordinator's Office and must use a turn in request form. DEMIL code C, D, E, F, G & P property must be demilitarized and returned to a DRMO. Turn in requests can include property the LEA does not want to dispose of through its own agency procedure, property that can be re-used by another LEA, or property that the AZPSPP or LESO has directed the LEA to return to a DRMO. It is the responsibility of the LEA to contact a DRMO to arrange for the return of property. Once the LEA has contacted a DRMO and the DRMO has agreed to accept the property, the LEA will submit the turn in request form to the AZPSPP. The AZPSPP will approve the request and forward it to the LESO for the issuance of the turn in 1348. Once issued by the LESO, the turn in 1348 will be sent to the AZPSPP (who will forward it to the LEA) and a copy will be sent to the accepting DRMO. The LEA can then take the property back to the DRMO.

  Once approved, LEAs have 30 days in which to return property. Once the documents have been signed off by the LEA and the DRMO accepting the property, copies must be sent to the AZPSPP.

- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through the State Coordinator using a transfer request form. The State Coordinator will request final approval from the LESO. Property may be transferred within Arizona or between other states as long as it is properly coordinated with the State Coordinator and LESO. If approved, the transfer request form will be sent to the State Coordinator and forwarded to the LEA transferring the equipment. **NOTE: No equipment is to be physically transferred between agencies until the transfer has been approved by the Arizona State Coordinator and LESO. Failure to comply with this directive could result in the suspension of the LEAs from the 1033 Program.**

- **Disposal of Property:** LEAs must request approval, in writing, using a disposal request form from the State Coordinator before disposing of any 1033 property. The State Coordinator will request final

approval from the LESO. If approved, the disposal request form will be sent to the State Coordinator. DEMIL code A property and DEMIL code Q property with an Integrity code of 6 will automatically be removed from the LEA's inventory one year after acquisition. Property with DEMIL codes B through G or DEMIL code Q with an Integrity code of 3 must be transferred to an authorized agency or returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA. If the LEA's policy allows for disposal of non DEMIL property by sale or auction, all funds generated by the sale of DOD acquired property will be restricted for the LEA's use only. DOD acquired property will be fully utilized by the LEA prior to disposal and no DOD property will be acquired to supplement the LEA's budget.

- **DEMIL code A:** Does not require demilitarization and the LEA may dispose of the property after one year of possession.

- **DEMIL code Q with Integrity code of 6:** *Will be treated like DEMIL code A.* Does not require demilitarization and the LEA may dispose of the property after one year of possession.

- **DEMIL codes B through G and all DEMIL code Q with Integrity code of 3:** Requires demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESO's approval for equipment returns.

    - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the receipt must be forwarded to the State Coordinator. (See DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules.)

    - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:

        - Notification of export control requirements to the end-user; and

        - Exclusion of individuals, entities or countries who are:

            - Excluded from Federal programs by the General Services Administration (GSA);

            - Delinquent on obligations to the U.S. Government or debarred or suspended from DOD contracts;

- Currently suspended for TSC violations; or
- Subject to denial, debarment or other sanctions under public law.

For more information regarding these items, view the following links:

http://www.demil.osd.mil Defense Demilitarization and Trade Security Controls Program

http://www.dtic.mil/mctl Military Critical Technologies List

http://www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf
Critical Federal Supply Class (FSC) and Buzz words

http://www.drms.dla.mil/drms/internal/demil/FSCAP.pdf Flight Safety Critical Aircraft Parts (FSCAP)

- **Training:** AZPSPP staff will conduct training and familiarization for LEAs with guidance from the following websites:
  - ABCs of DEMIL: www.dtic.mil/whs/directives/corres/html/416021m1.htm (knowledge of demilitarization codes)
  - DLA operations: www.dla.mil (DLA handbook)
  - LESO operations: www.drms.dla.mil/rtd03/leso/training.shtml (1033 Program/Automation training guides)
  - DLA Disposition Services operations: www.drms.dla.mil (automation requisitioning process/procedures)

THE STATE OF ARIZONA (AZPSPP) WILL:

a. Receive applications for participation in the 1033 Program from its law enforcement agencies and approve the applications with a signature. Once the approval process is complete and the agency is loaded in the DRMS automated requisitioning system, the State will provide enrolled LEAs with their LEA ID number so they may request materials on-line.

b. Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts and ensure the recipient LEA is identified on all requisitions.

c. Be responsible for the transfer and/or allocation of property to qualified LEAs.

d. Ensure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

e. Control and maintain accurate records on all property obtained under the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: form 657, 657A, 657T, 657D, 657TI, DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 5/10, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork issued through the LESO. The records maintained must also satisfy any and all pertinent requirements under Arizona statutes and regulations for the program and this property.

f. Maintain active files for 2 years and inactive files for 3 years in accordance with LESO policy. After five years, the files will be destroyed with the exception of DEMIL code B through Q, sensitive items, DEMIL code A property an acquisition value over $20,000, and any other high dollar items.

g. Enter into agreements with LEAs to ensure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to the 1033 Program.

h. Allow a maximum of two (2) screeners per LEA to physically screen at any DRMO (one primary and one alternate). The screeners must be named in a "letter of authorization" provided to the cognizant LESO, to be updated every other year, or as changes occur.

i. Ensure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

j. Ensure that all weapons are registered with the U.S. Treasury Department's Bureau of Alcohol, Tobacco and Firearms and the U. S. Army Tank Automotive and Armaments Command. Recipients must comply with all applicable firearms laws and regulations. The LEA will provide a weapon's POC on its data sheet.

k. Identify to LESO each request for property that will be used in counter drug/counterterrorism activities.

l. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). ***Reference: (www.whitehouse.gov/omb/circulars/a133/a133.html)***

m. Review and/or update the Memorandum of Agreement (MOA) between DLA and the State of Arizona annually or when the Governor or Governor-appointed State Coordinator changes. If there are no changes to the MOA, a signed letter/email will be sent to the LESO indicating that the plan has been reviewed and no changes were necessary.

n. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the Arizona State Plan of Operation and require a current MOA/MOU signed by the agency executive officer.

o. Conduct periodic reviews of each LEA enrolled in the 1033 Program, including physical inventory/spot checks of property received and any related records. The purpose of the reviews is to ensure LEAs are in compliance with applicable Federal regulations and the Arizona State Plan

of Operation. These reviews must be documented and maintained by AZPSPP staff for future LESO compliance reviews.

p. Obtain reconciliation reports from the LESO website and conduct monthly and annual reconciliations between the State/LEA and LESO.

q. Ensure serial/tail numbers are provided to LESO on items such as Peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.

r. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. The State will also maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

s. Submit requests for property returns (turn-ins to a DRMO) to LESO for final approval. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

t. Submit disposal, transfer and inventory adjustment requests to LESO.

u. Contact the LESO in writing not later than 30-calendar days prior to a State Coordinator/State Point of Contact change.

THE LAW ENFORCEMENT AGENCY WILL:

a. Submit applications for participation in the 1033 Program to the State Coordinator for approval.

b. Submit requests for property (electronically) and provide justification for all requisitions to the State Coordinator.

c. Maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

d. Control and maintain accurate records on all property obtained under the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: form 657, 657A, 657T, 657D, 657TI, DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 5/10, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork issued through the LESO. A copy of all 1348's shall be forwarded to the AZPSPP office monthly.

   The records maintained must also satisfy any and all pertinent requirements under Arizona statutes and regulations for the program and this property.

e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to the 1033 Program.

f. Allow a maximum of four (4) screeners. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur or whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. The LEA will appoint a property accountability officer responsible for approving/disapproving all property requests and maintaining all accountability records for property received.

g. Ensure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

h. Ensure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Weapons recipients must comply with all applicable firearm laws and regulations and report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. The LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received and a Form 10 or Form 5 for all other weapons.

1) The LEA accepts the transfer of weapons "as is" with no warranty of any kind including implied warranties, such as warranties of fitness for any purpose.

2) The LEA acknowledges that there are hazards associated with the use of such property, which can cause damage to property and serious injury or death.

3) The LEA agrees to provide appropriate training to any person who may use the weapons.

4) Title is conditionally granted to the LEA upon receipt of the property; however, final disposition of all weapons obtained through the 1033 Program must be approved by AZPSPP/LESO prior to any action being taken by the LEA. Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

5) The LEA agrees to maintain at its own expense adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

6) The LEA certifies that no person who has been convicted of a misdemeanor crime of domestic violence will be allowed to possess, transport or otherwise have access to any weapons transferred under the 1033 Program.

7) The LEA affirms that any weapon provide through the 1033 Program must, if no longer needed for LEA use, be either transferred intrastate or interstate with coordination through the State Coordinator and LESO or must be returned to the U.S. Army Tank-Automotive

& Armaments Command (TACOM) at the expense of the LEA. The weapons may not be transferred to licensed firearms dealers or other persons.

8) Machine Guns defined by 26 U.S.C. 5845(b) not owned by the United States Government, or any agency thereof, must be registered with the Bureau of Alcohol, Tobacco and Firearms (ATF). Unregistered machine guns transferred by DOD to civilian law enforcement agencies may be lawfully registered by submitting an ATF form 10, Application for Registration of Firearms.

i. Identify to LESO each request that will be used in counter drug/counterterrorism activities.

j. Maintain a copy of the State Plan of Operation and, as applicable, comply with the State Plan.

k. Annually update or certify "No Change" to the MOA/MOU to the State Coordinator.

l. Be aware of its responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). ***Reference: (www.whitehouse.gov/omb/circulars/a133/a133.html)***

m. Allow AZPSPP to conduct periodic reviews, including physical inventory/spot checks of actual property and related records, to ensure compliance by the LEA with this MOA/MOU and/or the State Plan of Operation.

n. Obtain reconciliation reports from the State Coordinator and conduct property reconciliations as requested by AZPSPP/LESO. The LEA will also provide a copy of all 1348's by email or fax monthly to the State Coordinator's Office.

o. Ensure serial/tail numbers are provided to the State Coordinator on items such as Peacekeepers/APCs, aircraft, NVGs/sights and weapons.

p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.

r. Contact the State Coordinator, in writing, not later than 30 days prior, when the property accountability officer changes.

OTHER TERMS AND CONDITIONS

ARBITRATION

To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this MOA/MOU.

CONFLICTS OF INTEREST

The State is required to give notice of A.R.S. § 38-511 relating to the cancellation of contracts.

NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the State or any State agency party under this MOA/MOU is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this MOA/MOU, it may be terminated by the State or any State agency party at the end of the period for which funds are available. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

TERMINATION

This MOA/MOU may be terminated by either party upon sixty days (60) written notice or as otherwise provided by law. If the LEA decides to withdraw from the 1033 Program, the disposition of the equipment acquired through the Program and currently held by the LEA will be determined by LESO/AZPSPP and a final equipment disposition plan will be prepared and sent to the LEA. The LEA will have ninety (90) days to comply with the disposition plan and any and all disposition costs will be borne by the LEA.

IN WITNESS THEREOF, the parties hereto have executed this MOA/MOU as of the last date written below.

Matt Van Camp	
State Coordinator Signature	LEA Chief Executive Officer Signature
Detective Matt Van Camp State Coordinator, AZPSPP	
Type/Print Name and Title	Type/Print Name and Title
Date: _____	Date: _____

CITY COUNCIL REPORT

SUBJECT:
Resolution 3000-911 – First Amendment to Intergovernmental Agreement with the State of Arizona and Maricopa County

MEETING DATE:
September 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 adopt a resolution authorizing the First Amendment to the Intergovernmental Agreement (IGA) with Arizona Department of Transportation and Maricopa County for the 115th Avenue Bridge over the Gila River at Phoenix International Raceway (PIR) for the purpose of defining the responsibilities of the County and the City during the bridge annexation process, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On September 11, 1997, the City of Avondale, Arizona Department of Transportation (State) and Maricopa County entered into an IGA to design and construct the 115th Avenue (Avondale Boulevard) Bridge over the Gila River at the entrance to PIR. The approximate half mile long five (5) lane new reinforced concrete bridge was accepted in August 1999. The IGA stated that 12 years after acceptance the City would initiate annexation of the bridge and County right-of-way.

DISCUSSION:

Staff has studied the bridge annexation and has determined that the annexation will require further time to implement. This is due to fragmented parcels, including state land, which must be combined with the right-of-way to complete the annexation, in addition to concerns with providing adequate public safety in the river and the Meridian Wildlife Area surrounding the bridge. Staff approached the County and requested an amendment to the IGA to allow further time to complete the annexation. This amendment needs only to be between the City and County because the State has completed their obligations of the IGA.

The amendment to the IGA will allow for an additional five (5) years to complete the annexation process. During that time, the County will continue to operate and maintain the bridge. The City will be responsible to reimburse the County for 50% of the maintenance costs.

BUDGETARY IMPACT:

The City's share of maintenance costs for the bridge is estimated to be $1,500 per year. Funding for the maintenance of the bridge is available in the existing street and pavement maintenance budget.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the First Amendment to the Intergovernmental Agreement with Arizona Department of Transportation and Maricopa County for the 115th Avenue Bridge over the Gila River at Phoenix International Raceway for the purpose of

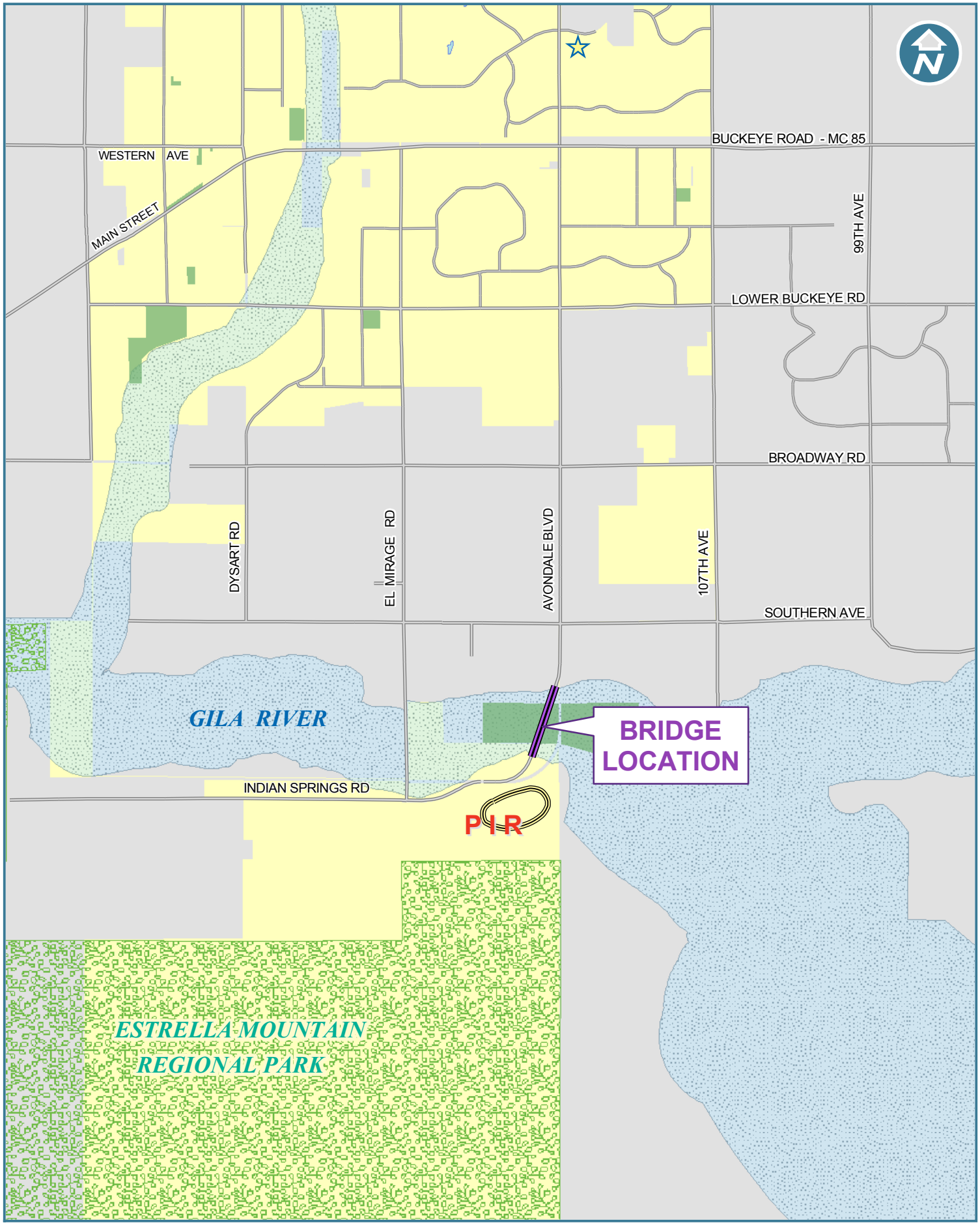
defining the responsibilities of the County and the City during the bridge annexation process, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Resolution 3000-911

VICINITY MAP



AVONDALE BOULEVARD (115TH AVE)
GILA RIVER BRIDGE AT PIR

RESOLUTION NO. 3000-911

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA AND MARICOPA COUNTY REGARDING THE AVONDALE BOULEVARD BRIDGE OVER THE GILA RIVER.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The First Amendment to the Intergovernmental Agreement (C-64-98-060-2-0 & JPA 97-33) between the City of Avondale (the "City"), the State of Arizona and Maricopa County regarding the Avondale Boulevard (f/k/a 115th Avenue) Bridge over the Gila River near Phoenix International Raceway for the purpose of defining each entity's responsibilities during the bridge annexation process (the "First Amendment") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the First 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, September 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. 3000-511

[First Amendment]

See following pages.

1st AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION MARICOPA COUNTY AND THE CITY OF AVONDALE

FOR THE 115TH AVENUE BRIDGE OVER THE GILA RIVER AT THE PHOENIX INTERNATIONAL RACEWAY

(C-64-98-060-2-0 & JPA 97-33)
(Work Order # 68832)

This First Amendment (the "**First Amendment**") Amends the original Intergovernmental Agreement (the "**Agreement**"), entered into on the 11th day of September, 1997 pursuant to Arizona Revised Statutes ("A.R.S.") 11-951 and recorded by the Secretary of State on the 11th day of September, 1997 (No. 21883) between the State of Arizona, acting by and through the Arizona Department of Transportation (the "**State**"), Maricopa County, a political subdivision of the State of Arizona (the "**County**"), and the City of Avondale, an Arizona municipal corporation (the "**City**").

This First Amendment shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. A.R.S. §11-251 and §28-6701 *et seq*. authorize the County to layout, maintain, control and manage public roads within the County.

2. A.R.S. §11-951 *et seq*. authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. The Agreement related to the design and construction of the 115th Avenue (now Avondale Boulevard) Bridge (hereinafter referred to as the "**Bridge**") over the Gila River accessing, among other things, Phoenix International Raceway. The State has met all of its contractual obligations under the Agreement and, therefore, it is the opinion of the Arizona Attorney General's Office that this First Amendment may be executed only between the County and the City.

4. The Agreement required the County to own, maintain and be responsible for the Bridge for a period of 12 years after the Bridge project was completed, approved and accepted (the "**County Maintenance Period**"), which 12-year period shall extend through August 10, 2011. Upon completion of the County Maintenance Period, the City was required to initiate annexation of the Bridge into its corporate limits. The City has begun the preliminary work necessary to annex the Bridge. The Agreement did not provide for any time period during which the City was required to complete the annexation, and the City and the County agree that it is reasonable to (i) establish a reasonable time frame during which the City will complete the annexation and (ii) to set forth the parties' mutual responsibilities during the time period while the annexation is underway.

5. The City and the County agree and understand that the annexation process for the Bridge involves fragmented parcels and State land, which may cause challenges to completing the annexation.

6. The City is willing to share the costs to operate and maintain the Bridge, including the federally mandated inspections, until it is able to complete the annexation process. The County and the City agree and understand that the City is unable to assume ownership and responsibility for the Bridge until such time as the annexation is complete.

PURPOSE OF THE AMENDMENT

7. The purpose of this First Amendment is to identify and define the responsibilities of the County and the City during the Bridge annexation process and to establish a reasonable time frame during which the City must complete the annexation.

TERMS OF THE AMENDMENT

8. The County and the City hereby agree as follows:

8.1 Subsection 3.d of the Agreement is hereby deleted in its entirety and replaced with the following:

d. At the Completion of the 12-year period, the City will initiate annexation of the bridge and County right-of-way and shall diligently pursue such annexation to completion, which completion shall not be later than August 10, 2016 (the "Annexation Completion Deadline").

8.2 A new Subsection 3.e is hereby added to the Agreement to read as follows:

e. Beginning August 11, 2011, and continuing until annexation of the

bridge is completed (as set forth in Subsection 3.d above), the City shall be responsible for 50% of the costs to maintain the bridge, including any necessary federally-mandated inspections, which amounts shall be paid to the County within 30 days of receipt and approval of invoices setting forth the detailed description of the maintenance or inspection work completed.

9. By executing this First Amendment, the City and the County each affirmatively assert that the other 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

Recommended by:

_____

John B. Hauskins, P.E. Date
Transportation Director

Approved and Accepted by:

_____

Andrew Kunasek, Chairman Date
Board of Supervisors

Attest by:

_____

Clerk of the Board Date

CITY OF AVONDALE

Approved and Accepted by:

_____

Charles P. McClendon Date
City Manager

Attest by:

_____

City Clerk Date

APPROVAL OF ATTORNEY FOR BOS AND CITY ATTORNEY

In accordance with the requirements of A.R.S. §11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) 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.

_____

Attorney for BOS Date

_____

City Attorney Date

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1467-911 - Annexation of Remnant Portions of Parcels in South Avondale

MEETING DATE:
September 6, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending Council adoption of an ordinance authorizing the annexation of five remnant portions of parcels in South Avondale in order to close the gaps and facilitate future development of the area.

DISCUSSION:

This is a city-initiated request for annexation. The proposed annexation areas are strips of 15 foot to 80 foot wide gaps. They consist of a total of three miles of right-of way generally located along Indian Springs Road, El Mirage Road, 115th Avenue and old Baseline Road alignments south of the Gila River. The annexation will close the gaps and facilitate future development of the area.

Each of the five strips is contiguous to existing city limits on all four sides. The strips are currently zoned R1-43 by Maricopa County and will be designated as AG (Agricultural) upon annexation.

City Council authorized staff to proceed with the annexation on June 20, 2011 and held a public hearing on August 8, 2011. No comments were received at the public hearing.

RECOMMENDATION:

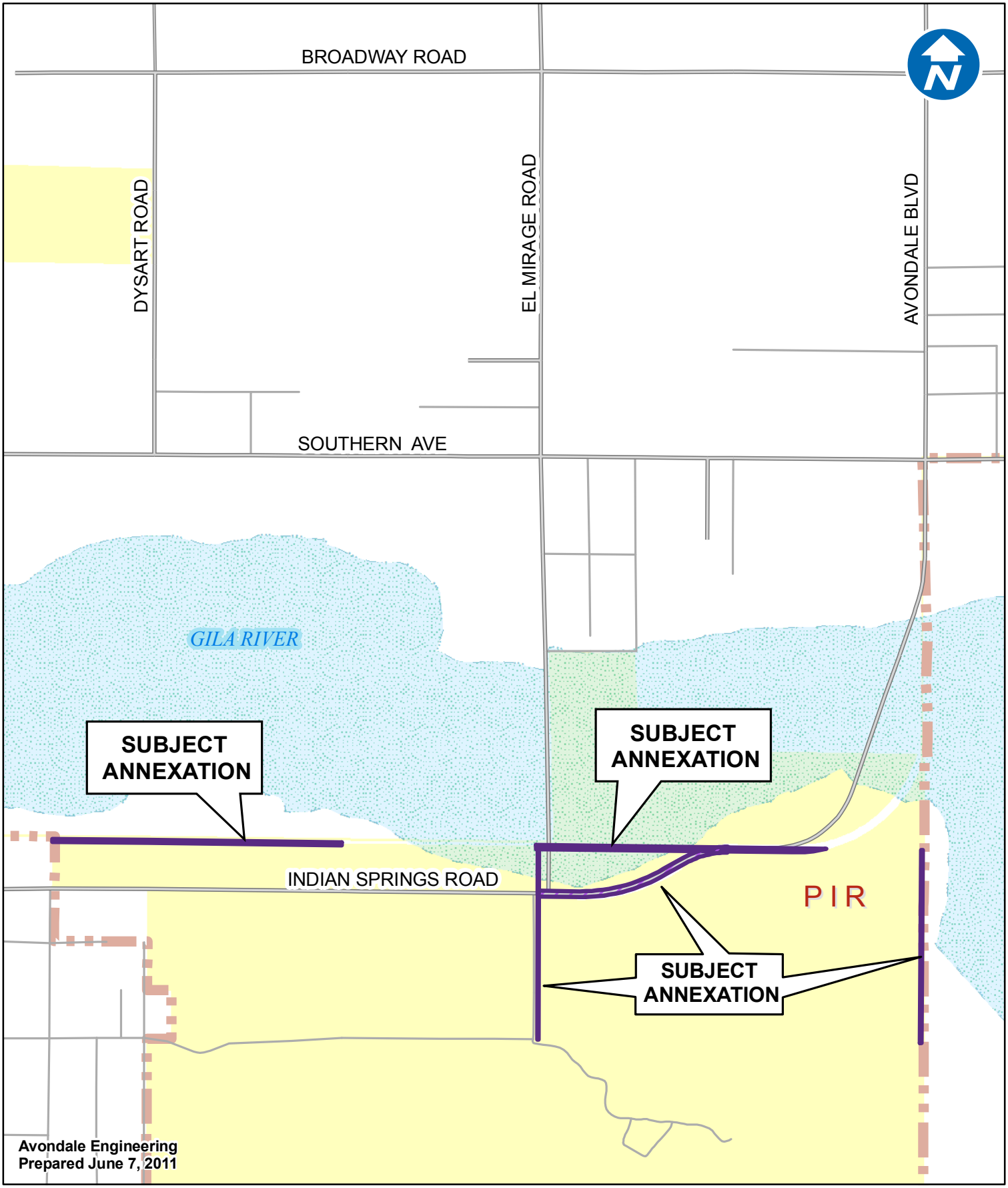
Staff is recommending Council adoption of an ordinance authorizing the annexation of five remnant portions of parcels in South Avondale in order to close the gaps and facilitate future development of the area.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1467-911

VICINITY MAP



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SOUTH AVONDALE ANNEXATION AREAS

ORDINANCE NO. 1467-911

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS.

WHEREAS, a petition in writing, accompanied by a map of said real property, having been filed and presented to the Council of the City of Avondale (the "City Council"), signed by the owners of more than one-half in value of the real and personal property and more than one half of the persons owning real and personal property as would be subject to taxation by the City of Avondale (the "City") in the event of annexation within the territory and land hereinafter described (the "Annexation Area") as shown by the last assessment of said property, which territory is contiguous to the City and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed into the City, and to extend and increase the corporate limits of the City so as to embrace the same; and

WHEREAS, the City Council desires to comply with said petition and extend and increase the corporate limits of the City to include the Annexation Area; and

WHEREAS, said petition sets forth a true and correct legal description of all the exterior boundaries of the entire Annexation Area and had attached thereto at all times an accurate map of the Annexation Area; and

WHEREAS, no alterations increasing or reducing the Annexation Area have been made after the said petition has been signed by any owner of real and personal property in such territory; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-471(L), a city shall adopt a zoning classification for the annexation area that permits densities and uses no greater than that permitted by the county immediately before the annexation; and

WHEREAS, the Annexation Area is currently zoned by Maricopa County as Rural 43, zoning classification does not permit densities and uses greater than permitted by Maricopa County's Rural 43 zoning classification; and

WHEREAS, the provisions of ARIZ. REV. STAT. § 9-471, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk together with a true and correct copy of the original petition referred to herein, which is on file in the office of the Maricopa County Recorder.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Annexation Area, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference, is hereby annexed to the City and the present corporate limits are hereby extended and increased to include the Annexation Area.

SECTION 2. The land-use classification for the Annexation Area is hereby designated as Agricultural (AG) under the City of Avondale Zoning Ordinance.

SECTION 3. The City Clerk is hereby authorized and directed to file with the Maricopa County Recorder's Office a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

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

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

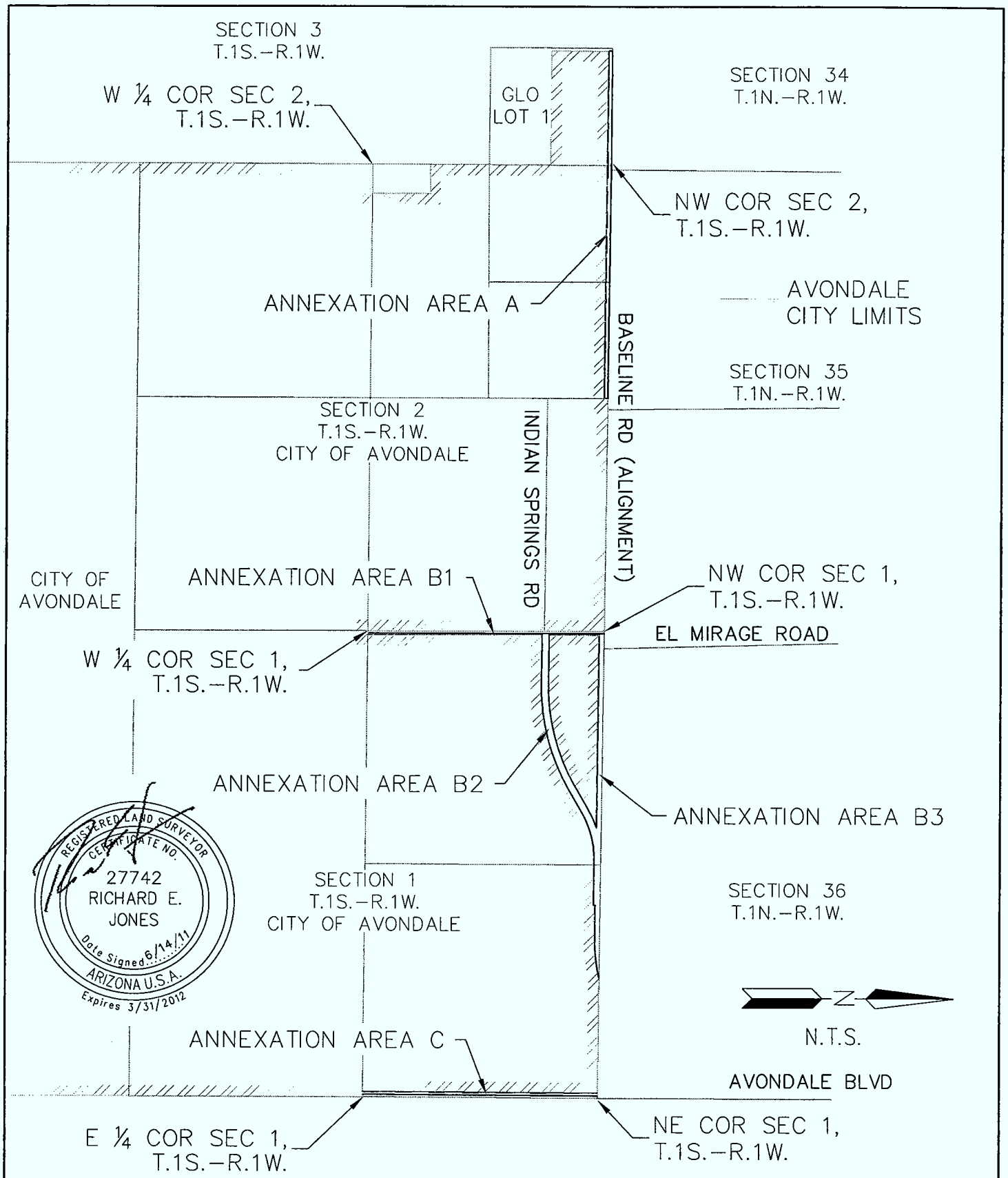
_____
Andrew J. McGuire, City Attorney

1564563.1

EXHIBIT A
TO
ORDINANCE NO. 1467-911

[Legal descriptions and maps of Annexation Area]

See following pages.



PROJ #:	2080
DATE:	6/2011
SCALE:	N.T.S.
DRAWN:	SKF
SHT. 1 OF 1	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION KEY MAP

X:\2080\Exhibits\2080 annexation area A.dwg 6/14/2011 9:44 AM

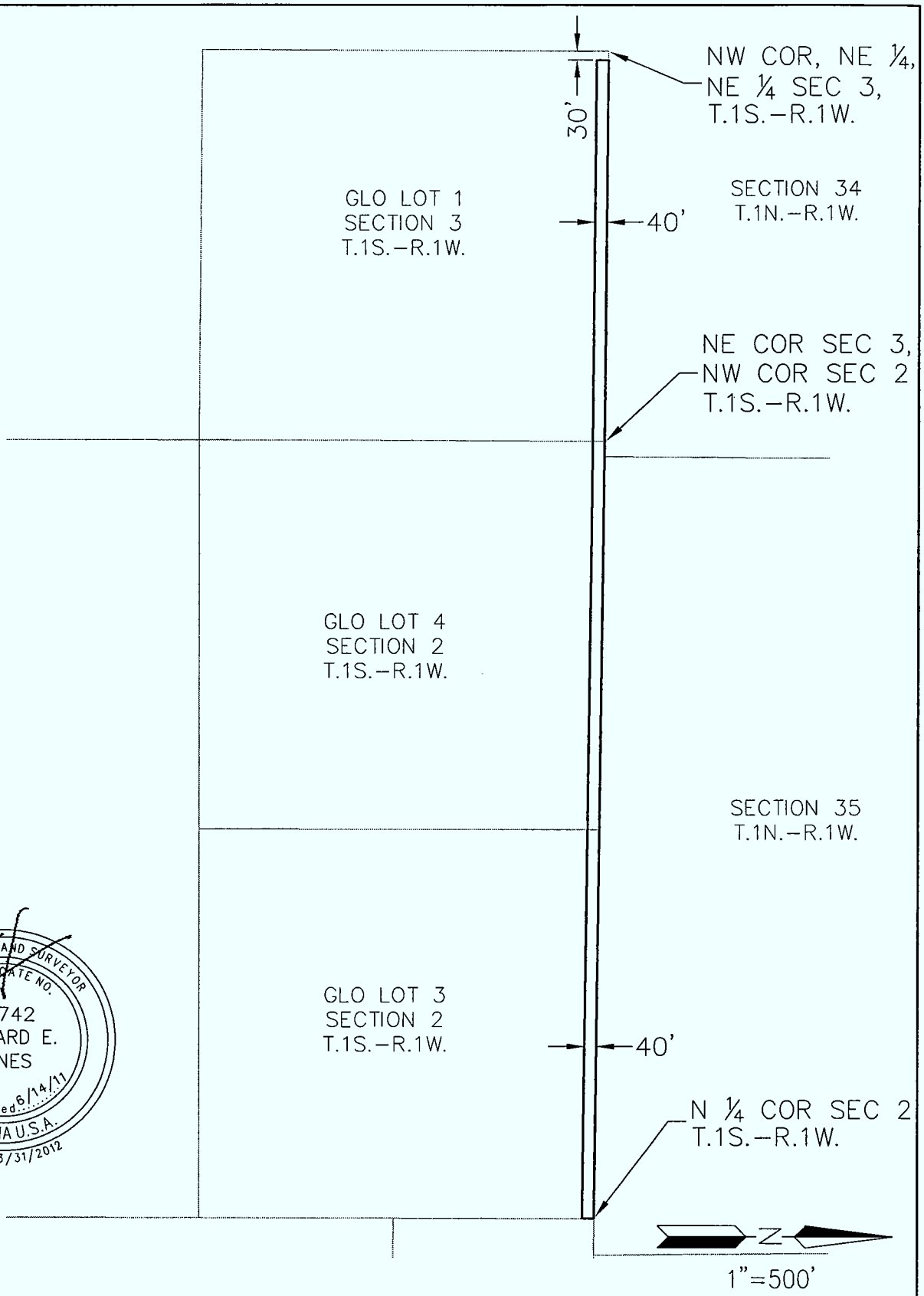
LEGAL DESCRIPTION
ANNEXATION AREA A

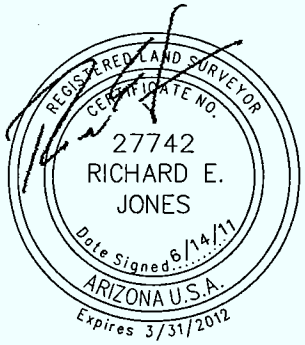
Portions of the Northwest Quarter of Section 2 and G.L.O. Lot 1 of Section 3, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

The North 40.00 feet of said G.L.O. Lot 1 except for the West 30.00 feet thereof together with;

The North 40.00 feet of the Northwest Quarter of said Section 2.

Registered Land Surveyor
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6-13-11
ARIZONA, U.S.A.
Expires 3/31/2012





PROJ #:	2080
DATE:	6/2011
SCALE:	1"=500'
DRAWN:	SKF
SHT. 1 OF 1	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION AREA A

X:\2080\Exhibits\2080 annexation area A.dwg 6/14/2011 9:43 AM

LEGAL DESCRIPTION
ANNEXATION AREAS B1, B2 & B3

Annexation Area B1

A portion of the Northwest Quarter of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

The East 15.00 feet of the West 40.00 feet of the Northwest Quarter of said Section 1,

Except the South 25 feet thereof.

Annexation Area B2

Portions of GLO Lots 2, 3, and 4 of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

A triangular-shaped parcel of land described as:

Beginning at the Point of Intersection of the South line of the North 55.00 feet and the West line of the East 2277.43 feet of said Section 1;

Thence Easterly 100.00 feet along said South line of the North 55.00 feet to a point;

Thence in a west-southwesterly direction to a point on said West line of the East 2277.43 feet that is 19.21 feet southerly from said Point of Intersection;

Thence Northerly to the Point of Intersection;

Together with:

A strip of land described as the South 19.21 feet of the North 74.21 feet of the West 400.00 feet of the East 2677.43 feet of said Section 1;

Together with:

A strip of land 80.00 feet in width lying 40.00 feet on each side of a centerline which is more particularly described as follows:

Commencing at the Northwest corner of said Section 1;

Thence South 89 degrees 15 minutes 40 seconds East along the north line of said Section 1 a distance of 40.00 feet;

Thence South 00 degrees 05 minutes 27 seconds West a distance of 660.16 feet to the **POINT OF BEGINNING** of said centerline;

Thence South 89 degrees 18 minutes 54 seconds East a distance of 558.13 feet to a point on a curve concave to the north having a radius of 2291.83 feet;

Thence northeasterly through a central angle of 30 degrees 11 minutes 48 seconds an arc length of 1207.87 feet to a point of tangency;

Thence North 60 degrees 29 minutes 18 seconds East a distance of 309.03 feet to a point on a curve concave to the south having a radius of 1145.92 feet;

Thence northeasterly through a central angle of 30 degrees 15 minutes 01 seconds an arc length of 605.01 feet to the **POINT OF TERMINATION** of said centerline and from which point the Northeast Corner of said Section 1 bears North 00 degrees 44 minutes 19 seconds East a distance of 35.79 feet and South 89 degrees 15 minutes 40 seconds East along the North line of said Section 1 a distance of 2677.43 feet.

Except any portion of above-described 80.00 foot strip of land lying north of the North line of said Section 1.

Annexation Area B3

A portion of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

Commencing at the Northwest corner of said Section 1;

Thence South 89 degrees 15 minutes 40 seconds East along the north line of said Section 1 a distance of 40.00 feet to the **POINT OF BEGINNING;**

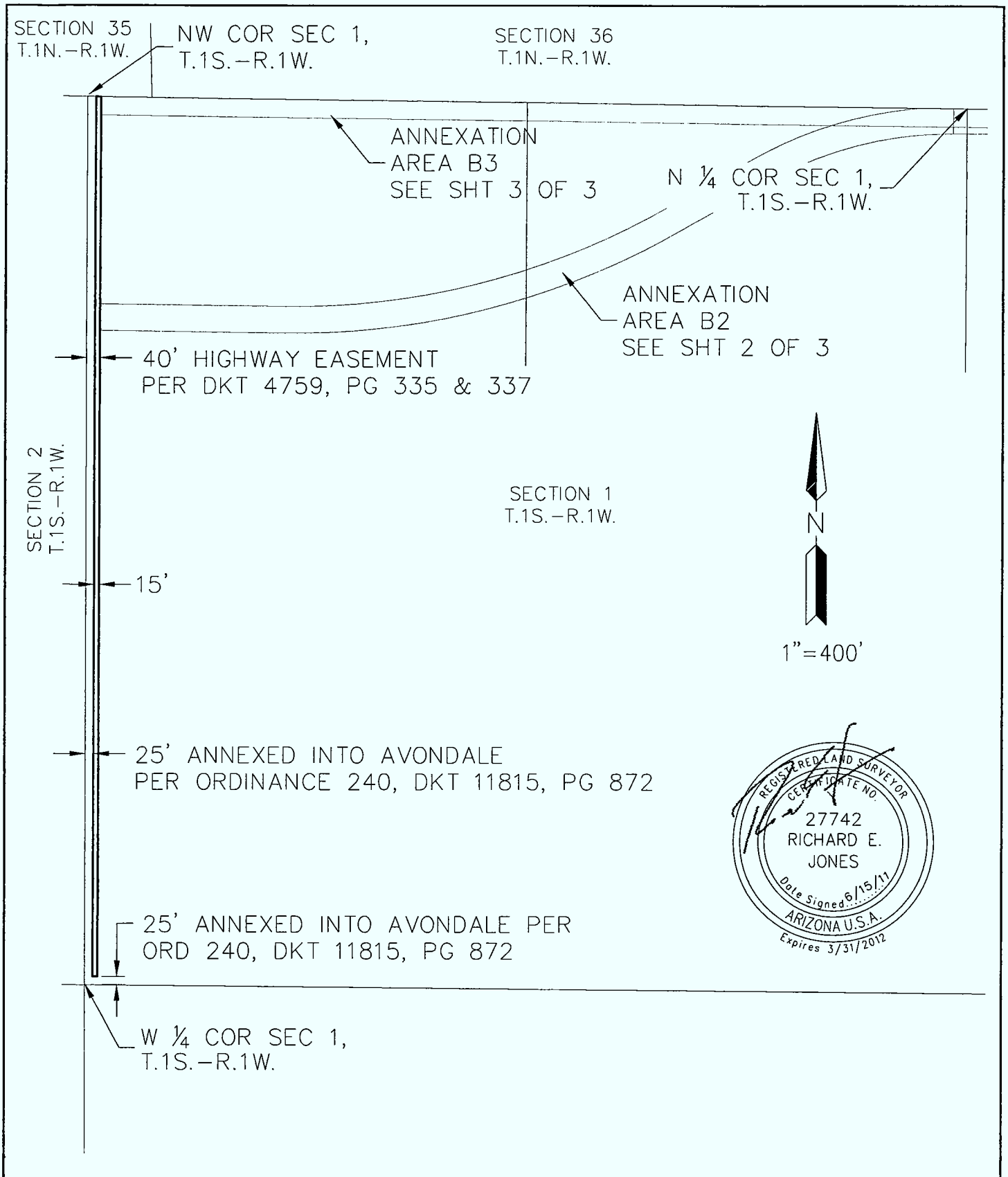
Thence South 89 degrees 15 minutes 40 seconds East continuing along the north line of said Section 1 a distance of 3900.06 feet to a point of non-tangency on a curve concave to the north having a radius of 1817.94 feet the center of which bears North 13 degrees 23 minutes 27 seconds West;

Thence southwesterly through a central angle of 14 degrees 07 minutes 47 seconds an arc length of 448.32 feet to a tangent point;

Thence North 89 degrees 15 minutes 40 seconds West parallel to and 55.00 feet south of said North line of Section 1 a distance of 3455.65 feet;

Thence North 00 degrees 05 minutes 27 seconds East a distance of 55.00 feet to the **POINT OF BEGINNING.**

Registered Land Surveyor
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6.15.11
ARIZONA, U.S.A.
Expires 3/31/2012



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6/15/11
ARIZONA U.S.A.
Expires 3/31/2012

PROJ #:	2080
DATE:	6/2011
SCALE:	N.T.S.
DRAWN:	SKF
SHT. 1 OF 3	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION AREA B1

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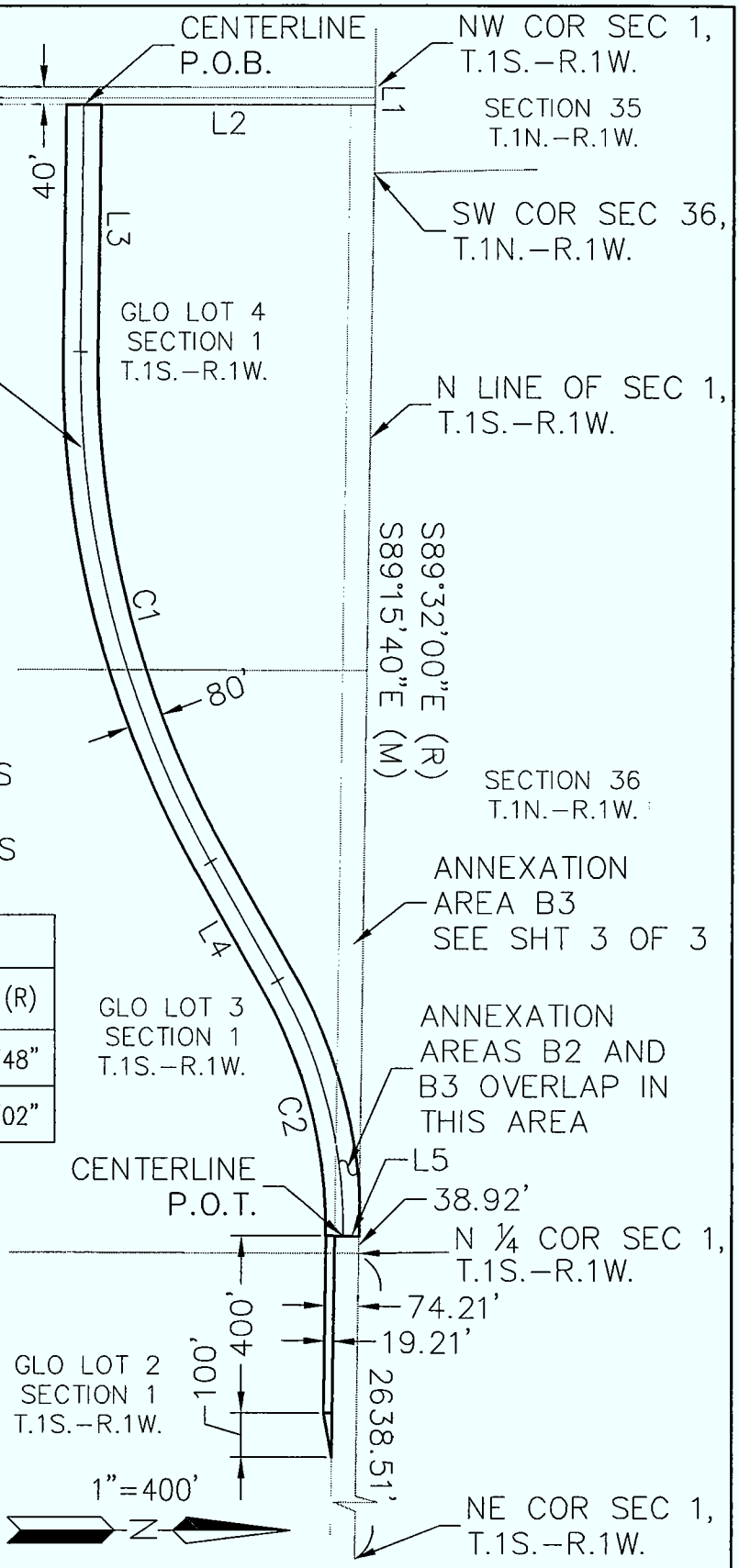

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6/15/11
ARIZONA U.S.A.
Expires 3/31/2012

NOTE:

ALL DIMENSION LINES AND CURVES (EXCEPT FOR L1, L2 & L5) ARE LABELING THE CENTERLINE OF THIS ANNEXATION AREA

Curve Table				
Curve #	Length	Radius	Delta (M)	Delta (R)
C1	1207.87	2291.83	30°11'48"	30°11'48"
C2	605.01	1145.92	30°15'01"	30°15'02"

Line Table			
Line #	Length	Direction (M)	Direction (R)
L1	40.00	S89°15'40"E	S89°15'40"E
L2	660.16	S00°05'27"W	S00°05'27"W
L3	558.13	S89°18'54"E	S89°35'14"E
L4	309.03	N60°29'18"E	N60°12'58"E
L5	35.79	N00°44'19"E	N00°28'00"E

PROJ #:	2080
DATE:	6/2011
SCALE:	1"=400'
DRAWN:	SKF
SHT. 2 OF 3	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION AREA B2

X:\2080\Exhibits\2080 annexation area B.dwg 6/15/2011 3:48 PM

SECTION 2 T.1S.–R.1W.

ANNEXATION AREA B1

SEE SHT 1 OF 3

40'

SECTION 35

NW COR SEC 1, T.1N.–R.1W.
T.1S.–R.1W.

L1

P.O.B.

L2

AREA TO BE ANNEXED
COUNTY ROADWAY
EXCEPTION TO ORD 484
DKT 90–0394935 PER
DKT 4759, PG 335

25' ANNEXED INTO AVONDALE
PER ORDINANCE 240,
DKT 11815, PG 872

GLO LOT 4
SECTION 1
T.1S.–R.1W.

55'

3455.65'

3900.06'

N89°15'40"W

S89°15'40"E

GLO LOT 3
SECTION 1
T.1S.–R.1W.

SECTION 36
T.1N.–R.1W.

ANNEXATION AREA B2

SEE SHT 2 OF 3

ANNEXATION AREAS B2 AND
B3 OVERLAP IN THIS AREA

N ¼ COR SEC 1,
T.1S.–R.1W.

GLO LOT 2
SECTION 1
T.1S.–R.1W.

L=448.32'
R=1817.94'
Δ=14°7'47"

RB

N LINE SEC 1
T.1S.–R.1W.

1339.64'

GLO LOT 1
SECTION 1
T.1S.–R.1W.

NE COR SEC 1,
T.1S.–R.1W.

Line Table		
Line #	Length	Direction
L1	40.00	S89°15'40"E
L2	55.00	N00°05'27"E
RB	1817.94	N13°23'27"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6/15/11
ARIZONA U.S.A.
Expires 3/31/2012

N

N.T.S.

PROJ #:	2080
DATE:	6/2011
SCALE:	N.T.S.
DRAWN:	SKF
SHT. 3 OF 3	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
TEMPE, ARIZONA 85282
PH (480) 629–8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION AREA B3

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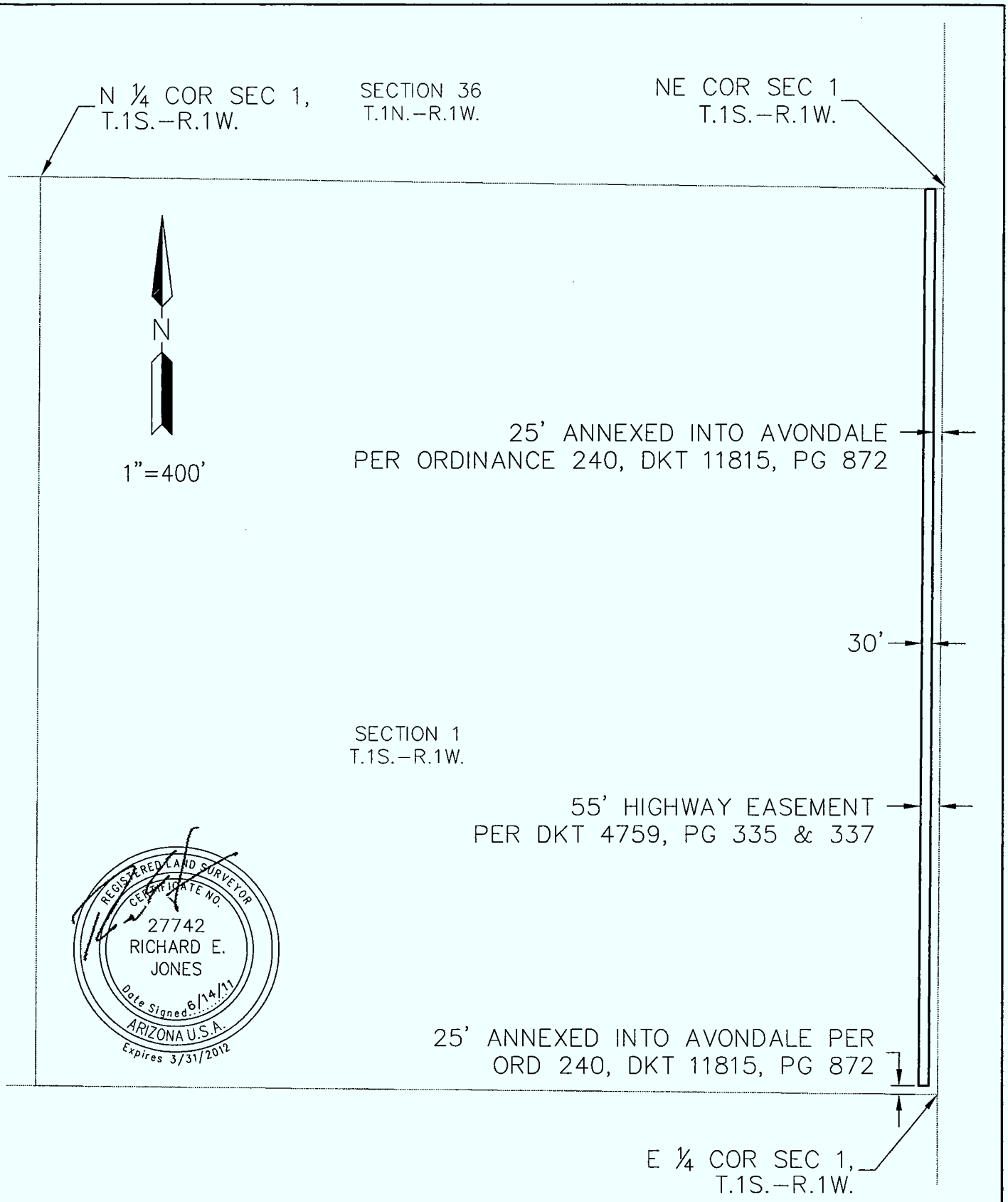
LEGAL DESCRIPTION
ANNEXATION AREA C

A portion of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

The West 30.00 feet of the East 55.00 feet of the Northeast Quarter of said Section 1,

Except the South 25 feet thereof.

Registered Land Surveyor
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6-13-11
ARIZONA, U.S.A.
Expires 3/31/2012



PROJ #:	2080
DATE:	6/2011
SCALE:	1"=400'
DRAWN:	SKF
SHT. 1 OF 1	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION AREA C

X:\2080\Exhibits\2080 annexation area C.dwg 6/14/2011 9:52 AM

CITY COUNCIL REPORT

SUBJECT:
Proposed Amendment to the Bylaws and Renaming of the Environmental Affairs Commission

MEETING DATE:
September 6, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is seeking Council feedback on proposed revisions to the bylaws and renaming of the Environmental Affairs Commission.

BACKGROUND:

The Environmental Affairs Commission (Commission) was established in 2008 when it was determined that the Water Wastewater Advisory Board needed to expand its duties. The accompanying bylaws identified subcommittees to focus on specific areas such as policy, operations and education and set the size of membership at 13 members one of which was designated as a youth representative.

During the first few months of the Commission's existence, there were nine citizens who came forward and were appointed to the committee; five of those members remain active on the Commission. Additional members have been appointed periodically, but membership has never reached the required thirteen members which has been made it challenging to meet quorum (7 members). Since August of 2010, the Commission has only been able to hold the regularly scheduled meetings in December, January, February, April and August, the rest of the meetings have not been held due to lack of quorum. In addition, the low membership has made it impractical to appoint members to the subcommittees as outlined in the bylaws.

Staff has worked with the Youth Programs Coordinator to recruit the youth member for this committee. The youths who have come forward are amazing young people with a wide range of interests and while well intentioned, they have been challenged to find the time to fit the Commission's meetings into their schedule as they are busy with other extracurricular activities, applying and visiting colleges, etc.

In spite of the above described challenges, the Commission has established annual goals many of which have been implemented by staff:

1. Promoted water conservation throughout city. Developed programs for distributing low water use products (e.g. showerheads, toilets, use car wash, no winter grass, ADWR list) - Recommended unanimously that the City Council approve new rebates associated with the Water Conservation Program in January 2010. City Council approved program.
2. Explored costs and feasibilities of LED fixtures for streetlights, business and development signs, and consider a pilot program - Received staff report in June 2010, project completed spring 2011 utilizing EECBG funds.
3. Investigated and initiated energy efficiency programs for low-income homeowners - Included in

housing rehab funding and supplemented with EECBG funding, received report from staff in July 2010.
4. Completed Tree City USA application and received designation in July 2010.
5. Recommended unanimously in March 2010 that the City Council approve a voluntary plastic bag recycling program. City Council approved resolution creating program.
6. Actively participated in 2010 and 2011 EcoAvenues green fair.

DISCUSSION:

Over the last couple of years, Council has approved staff's recommendations for revisions to the bylaws of various Boards, Commissions and Committees to standardize their format and make reference to the Rules of Procedure as necessary.

Currently the Commission has 11 members. Four of those positions are due to expire at the end of 2011 and members are uncertain at this point whether they will be able to pursue re-appointment due to family and job responsibilities.

In addition to format changes, the following changes are being proposed based on the EAC's experience during the first three years of its existence:

1. Eliminate subcommittees to instead allow for the establishment of ad-hoc committees as needed
2. Reduce membership from 13 to 9 and add one alternate position
3. Designate the Youth position as one-year appointment to coincide with the school year. The young person appointed to this position will be encouraged to assist in the recruitment of his/her replacement
4. Rename the Environmental Affairs Commission to the ENERGY, ENVIRONMENT AND NATURAL RESOURCES COMMISSION to more accurately reflect the goals established by the commission and provide more a succinct focus

Attached to this council report are the current bylaws and the proposed revised bylaws. Due to the fact that many of the proposed changes are in the format and structure of the bylaws, it is not possible to provide a redline version of the proposed amendment.

At this time, the proposed revisions to the bylaws are being presented to Council for discussion and direction. Based on Council's feedback, the bylaws will be presented to the Council for approval at the regular meeting of September 19th.

RECOMMENDATION:

No action required at this time. This item is being presented for information, discussion and direction.

ATTACHMENTS:

Click to download

- Current EAC Bylaws
- Proposed Amendment to Bylaws

BYLAWS
ENVIRONMENTAL AFFAIRS COMMISSION
CITY OF AVONDALE, ARIZONA

I. Creation; Purpose.

A. Creation. There is hereby created, constituted and established an Environmental Affairs Commission (the "Commission"), which shall subsume and replace the City of Avondale's (the "City") existing Citizens' Water and Wastewater Advisory Committee (the "Advisory Committee").

B. Purpose. The purpose of this Commission shall be to guide the City's management of environmental affairs affecting the City.

II. Membership and Composition.

A. Number of Members. The Commission shall be composed of 13 voting members.

B. Composition. The Commission shall consist of:

1. Those four (4) incumbent members of the former Advisory Committee as of the date of termination of the Advisory Committee and creation of the Commission;

2. One (1) representative of the Avondale Youth Advisory Commission or one (1) interested youth from the community; and

3. Eight (8) additional members.

C. Qualifications. Each Commission member shall be:

1. At least eighteen (18) years of age;

2. A registered voter; and

3. A resident of the City for at least the entire calendar year ending on the date of application to the City Clerk.

D. No Other Office Held. Members shall not hold any other municipal or county office on and from the date of appointment to the Commission through termination of membership on the Commission.

E. Compensation. Members shall serve without compensation.

F. Application. Any person seeking membership on the Commission who is not an incumbent member of the former Advisory Committee, as of the date of

termination of the Advisory Committee and creation of the Commission, shall make application to the City Clerk and be appointed to the Commission by the Council Subcommittee for Boards, Commissions and Committees (the "Council Subcommittee") pursuant to the Council Rules of Procedure.

G. Initial Appointments. Initial appointments to the Commission shall be staggered as follows:

1. Seven (7) members shall be appointed to serve for the term of three (3) years as follows:

a. Those four (4) incumbent members of the former Advisory Committee as of the date of termination of the Advisory Committee and creation of the Commission shall be automatically appointed to initial terms of three (3) years each.

b. Three (3) new members shall be appointed to serve initial terms of (3) years each.

2. Six (6) members shall be appointed to serve for the term of two (2) years.

H. Subsequent Appointments. All subsequent appointments shall be for a term of three (3) years.

I. Term Limits. Commission members may serve only two consecutive terms.

J. Vacancy. In the event of a vacancy by death, disability, resignation, removal, disqualification or otherwise, the Council Subcommittee shall appoint a candidate to complete the remainder of the term for the seat vacated pursuant to the Council Rules of Procedure.

K. Removal. A Commission member may be removed from the Commission upon a vote of not less than five (5) City Council members for any reasonable cause as determined in the sole discretion of the City Council.

III. Powers and Duties.

A. Duties. It shall be the duty of the Commission to identify environmental issues affecting the City, to help identify specific resource conservation goals and environmental practices to reduce costs and support sustainability and to advise the City Council on these and other related issues. The Commission shall submit all projects requiring capital expenditure to the City Council for approval as part of the budget and capital improvement program process each fiscal year.

B. Advisory Body. The Commission shall act as an advisory body to the City Council, City Manager, Utilities Director, City Engineer and Finance and Budget

Director and shall provide the same with guidance in the areas of environmental policy, environmental operations, and environmental education.

C. Ad Hoc Committees. The Commission shall appoint ad hoc committees as necessary to accomplish the Commissions purpose and duties, including, at a minimum but without limitation, a Policy Subcommittee, Operations Subcommittee and Education Subcommittee.

D. Policy Subcommittee. The Policy Subcommittee shall guide policy development regarding all environmental affairs which, in the Commission's determination, affect the City. The Policy Subcommittee's duties shall include the following functions:

1. The Policy Subcommittee shall serve as the reviewing body for all issues related to the City's water and wastewater utility services, including without limitation, rate and fee structures and financial operating policies.

2. The Policy Subcommittee shall make assessments of any other environmental affairs or conditions or develop, review, revise or amend any plans for the long-term environmental sustainability of the City.

3. Preparing and submitting to the City Manager and City Council an annual environmental affairs report on or before January 20. City staff shall assist the Committee in producing the report which should provide accomplishments of the previous year as well as make suggestions to the City Manager and City Council to consider as budget priorities are determined.

4. Other duties may include, without limitation, providing guidance for the following functions:

a. Establishing energy or environmental goals for the City, such as those goals described by the U.S. Conference of Mayors Climate Protection Goals, Urban Environmental Accord Goals or other organization;

b. Obtaining recognition as a "Tree City" by Tree City USA;

c. Obtaining recognition as an "Energy Star" partner agency;

d. Evaluating sustainability opportunities for the City's fleet services, such as alternative fuels, hybrid vehicles or modifying traffic patterns;

e. Developing programs for the use of solar energy at City facilities;

f. Retrofitting streetlights with LED signals;

g. Promoting planting of desert adapted trees to increase shading and reduction of carbon dioxide gases;

h. Designing future City facilities or remodeling current facilities; or

i. Conducting water, wastewater and sanitation rate study reviews and providing policy recommendations regarding the same;

E. Operations Subcommittee. The Operations Subcommittee shall guide implementation and operations of the City's environmental and energy practices to achieve sustainability of said practices.

1. The Operations Subcommittee's duties may include, without limitation, providing guidance for the following functions:

a. Conserving energy at existing City facilities;

b. Evaluating sustainability opportunities for the City's fleet services, such as alternative fuels, hybrid vehicles or modifying traffic patterns;

c. Developing programs for the use of solar energy at City facilities;

d. Retrofitting streetlights with LED signals;

e. Promoting planting of desert adapted trees to increase shading and reduction of carbon dioxide gases and the use of other native vegetation for landscaping;

f. Promoting the reduction of turf or grass areas, where appropriate, at City facilities;

g. Collaborating with appropriately selected landscaping experts and the City's Water Conservation Education Specialist to determine the appropriate vegetation to use in landscaping plans;

h. Installing electric charging stations at appropriate City facilities; or

i. Complying with the National Pollutant Discharge Elimination System (the "NPDES") and dust control requirements.

F. Education Subcommittee. The Education Subcommittee shall guide development of educational and outreach opportunities regarding the City's environmental initiatives and efforts. The Education Subcommittee's duties may include

developing initiatives to increase City employees' awareness of the City's environmental and sustainability efforts.

1. The Education Subcommittee's duties may include developing initiatives to increase City employees' awareness of the City's environmental and sustainability efforts.

2. The Education Subcommittee's duties may also include, without limitation, providing guidance for the following functions:

   a. Promoting alternative modes of transportation;

   b. Promoting planting of desert adapted trees to increase shading and reduction of carbon dioxide gases;

   c. Increasing awareness of the NPDES and dust control compliance requirements.

   d. Promoting water conservation.

IV. **Officers and Staff**.

A. Chair and Vice-Chair. The Commission shall elect annually a Chair and Vice-Chair from among the Commission members at the first meeting held in January. The term of Chair and Vice-Chair shall be one (1) year. Any member serving as Chair or Vice-Chair shall be eligible for re-election by the Commission.

B. Duties. The Chair shall preside at all meetings and hearings of the Commission, decide all points of order and procedure and perform any duties as required by law, ordinance or these bylaws. The Chair shall have the right to vote on all matters before the Commission and shall have the right to make or second motions in the absence of a motion, or a second made by a member.

C. Absence of Chair. The Vice-Chair shall act as Chair in the Chair's absence. In the absence of the Chair and the Vice-Chair, the senior member, based upon years of membership, shall act as Chair.

D. Vacancy. Any vacancy for Chair or Vice-Chair, as may occur for any reason, shall be filled from the Commission membership by majority vote of the Commission at the next meeting where quorum is present. Such appointment shall be for the remainder of the term.

E. Removal. The Chair or Vice-Chair may be removed from office at any time by a three-fourths majority vote of the full Commission.

F. Staff Liaison. The City Manager shall appoint a staff member to serve as the staff liaison to furnish support to the Commission as requested or as required to advise and furnish professional and technical advice. The City Attorney, or his designated representative, shall have the responsibility of furnishing such legal advice on all points of order, procedure, or other matters as may be requested from time to time.

V. Meetings.

A. Frequency. Meetings of the full Commission shall be held quarterly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance. Regular meetings of the Commission shall be open to the public and the minutes of its proceedings shall be kept and filed with the City Clerk's Office as public records. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chair and stating his or her name and address and the names of any person on whose behalf he or she is appearing.

B. Subcommittees. Meetings of the Subcommittees shall be held on an as-needed basis, but, in any event, no less than once per year.

C. Attendance. Attendance at all Commission and Subcommittee meetings is required unless excused by the Chair. Three successive, unexcused or unexplained absences from any regular or special meeting shall be grounds for termination at the discretion of the City Council. The Chair shall notify the City Council in writing of such a situation and action shall be taken at the next regularly scheduled City Council meeting. City Council action shall be final.

D. Quorum. A meeting of the Commission where a majority of its members are present shall constitute a quorum. A majority vote of those Commission members present and voting shall be required to take official action. No action shall be taken at any meeting in the absence of a quorum except to adjourn the meeting to a subsequent date.

E. Additional Meetings. Additional meetings may be held, and all notices shall be given, and posted according to applicable law.

F. Notice. Notice of time and place of any public hearing to be held by the Commission shall be given as required by applicable law.

G. Conduct of Meetings. Unless specified otherwise herein, the Chair shall conduct all meetings pursuant to the meeting procedure adopted by the City Council.

H. Open Meeting Law. The Commission is subject to Arizona laws governing open meetings contained in ARIZ. REV. STAT. § 38-431 *et seq*., as amended.

I. Amendments. The Commission may suggest amendments to these bylaws to the City Council. Amendments shall be subject to approval by the City Council, and, if approved, shall become effective at the next meeting of the Commission.

CITY OF AVONDALE

ENERGY, ENVIRONMENT AND NATURAL RESOURCES COMMISSION

BYLAWS

I. Name.

The name of this advisory body shall be the *Energy, Environment and Natural Resources Commission* (the "Commission").

II. Powers and Duties of the Commission.

The purpose of the Commission shall be to help identify specific resource conservation goals and environmental practices to reduce costs and support sustainability and to advise the City Council on these and other related issues. The Commission shall submit all projects requiring capital expenditure to the City Council for approval as part of the budget and capital improvement program process each fiscal year.

A. Advisory Body. The Commission shall act as an advisory body to the City Council, City Manager, Public Works Director, City Engineer and Development Services Director and Finance and Budget Director and shall provide the same with guidance in the areas of environmental policy, environmental operations, and environmental education.

B. Ad Hoc Committees. The Commission may appoint ad hoc committees as necessary to accomplish the Commissions purpose and duties. Ad hoc committees may work with other Boards, Commissions or Committees as necessary. Such Ad Hoc Committees shall automatically dissolve when their work is done and after their final report has been accepted by the Committee.

III. Membership and Composition.

A. Number of Commission Members. The Commission shall be composed of nine voting members (collectively, the "Members"), including one youth member, who may be a representative of the Avondale Youth Advisory Commission or an interested youth from the community (the "Youth Member"). The Commission shall also have up to two alternate members ("Alternate Members") who shall attend and may participate in Commission meetings but shall not vote in any Commission meeting.

B. Membership Eligibility and Appointment. Members and Alternate Members shall meet all eligibility criteria as outlined in the City Council Rules of Procedure (except for the Youth Member who may be younger than 18 years old). Appointment of Members and Alternate Members shall be conducted according to the City Council Rules of Procedure.

C. Term. Unless appointed to fill a vacancy mid-term, each Member's term of office, except for the Youth Member, shall be three years, unless the Member resigns sooner or is removed from his/her position. The Youth Member's term shall be one year, commencing on August 1 of each year and terminating the following year on July 31.

D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.

E. Vacancy. Any vacancy on the Commission shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council per the established procedures or by the first Alternate Member if more than one Alternate Member has been appointed by the City Council. If an Alternate Member has not been so appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.

F. Attendance. All Members and Alternate Members are required to attend all Commission meetings unless excused by the Chairperson. Three consecutive unexcused or unexplained absences from any regular or special meeting shall result in a vacancy in the position and the member shall be deemed to have resigned her/his position.

G. Removal. Any Member or Alternate Member may be removed upon a vote of not less than five City Council members for any cause as determined by the City Council.

IV. Commission Officers and Staff.

A. Chairperson and Vice-Chairperson. At the first regularly scheduled Commission meeting of each calendar year, the Commission shall elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re-election; provided, however, that each Member may serve no more than two terms per office.

B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Commission meetings, (ii) decide all points of order and procedure, (iii) appoint Commissions if necessary and coordinate the work of the Commissions, (iv) serve as a representative of the Commission to other governmental units on such matters as have been approved and designated by the Commission and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Commission and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Commission Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.

C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a vote of the Commission at the next meeting of the Members.

D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a meeting of the Members by an affirmative vote of a three-fourths majority of Members, who must be present to vote.

E. City Staff Liaison. The City Manager shall appoint a staff member to serve as the staff liaison to furnish support to the Commission as requested or as required to advise and furnish professional and technical advice.

F. Legal Counsel. The Commission may request that the City Attorney, or authorized designee provide, legal advice and rulings on points of order, procedure, or other matters related to the Commission's duties.

V. Commission Meetings.

A. Frequency. Commission meetings shall be held no less frequently than quarterly and shall be held at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.

B. Additional Commission Meetings. Additional Commission meetings may be held on the call of the Chairperson or the request of two or more Members, or by giving notice to all the Members and Alternate Members by telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to the Arizona Open Meeting Law at least 24 hours before the meeting.

C. Ad Hoc Committee Meetings. Shall be held on an as-needed basis and shall be posted in compliance with the Arizona Open Meeting Law at least 24 hours before the meeting.

D. Participation by the Public. Commission meetings shall be open to the public. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.

E. Quorum. A Commission meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. Alternate Members may not vote at any Commission meeting.

F. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Commission meeting in accordance with the Arizona Open Public Meeting Law.

G. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.

H. Open Meeting Law. The Commission is subject to the Arizona Open Public Meeting Law.

VI. Amendments.

Recommendations for amendments to these Bylaws must be approved by the affirmative vote of a majority of the Members. The Commission will then forward the recommendations for amendments to the Bylaws to the City Council for its approval.

CITY COUNCIL REPORT

SUBJECT:
US Government securities investment update

MEETING DATE:
September 6, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will provide Mayor and City Council with an update on the City's investment program for Fiscal Year 2010-2011.

BACKGROUND:

In 2009, Council authorized staff to reallocate some of the City's investments in an effort to increase the yield or dividend income to the City. On February 18, 2010, the City transferred $30,000,000 ($30M) from the State Treasurers Local Government Investment Pool (LGIP - Pool 7) to the City's Brokerage account.

US Government securities are purchased through the City's financial advisor, Stone & Youngberg. The City's investment policy permits the following investments:

- Certificates of deposit in eligible depositories. Financial institutions must provide secure collateral in excess of the Federal Insured Amount (as outlined in A.R.S. §35-323) for such investments.
- Interest bearing savings accounts in banks and savings and loan institutions doing business in this state whose accounts are insured by federal deposit insurance for their industry. Deposits in excess of the insured amount are secured by the collateral as outlined in A.R.S. §35-323 statute.
- The pooled investment funds established by the state treasurer pursuant to A.R.S. §35-326.
- Obligations issued or guaranteed by the United States or any of the senior debt of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities.
- Bonds or other evidence of indebtedness of this state or any of its counties, incorporated cities or school districts.

Currently the City has invested in US Government agency paper. (see attachment A for a listing of securities held at June 30, 2011).

DISCUSSION:

The new investment program has been very successful, and has allowed the City to significantly increase the dividend income for FY 2010-2011.

The average yield for the State LGIP for the fiscal year was .11%. The yield for the US Government securities for the same time period was 1.6%. Dividend income on the $30M investment totaled $454,204 for FY 2010-11. If the $30M had been invested with the LGIP dividend income would have totaled $32,250. As a result, the City received an additional $421,954 in dividend income for the year, because of the different investment strategy.

The City also invested an additional $15M of bond proceeds on a short-term basis and received an additional $54,370 of dividend income from the bond proceeds investment.

Staff continues to monitor the City's investment accounts and the individual securities. Recently, Standard & Poor's downgraded the U.S. credit rating from AAA to AA+. At first glance, it was thought that the yield on US Government securities would increase (there is typically an inverse relationship between yield and credit ratings). However, in the short-term, the opposite occurred and the yield actually decreased, as many investors had a “flight to quality” and there was more demand for US government securities.

The recent downgrade has not had a negative impact on the City's investments, and staff is of the opinion that it is still appropriate to invest idle City funds in US Government securities. In fact, staff is looking to move some additional funds from the LGIP account to US Government securities.

RECOMMENDATION:

This report is presented for information.

ATTACHMENTS:

Click to download

- Attachment A - Listing of US Government Securities

U.S. GOVERNMENT DEBT HELD AT 6/30/2011 BY FEDERAL AGENCY

6/30/2012

Investment Type	CUSIP	Account	Classification	FMV	Maturity Date	<1 Year	>=1 Year	Moody Rating	S&P Rating @ 6/30/11	
Federal Farm Credit Banks Funding Corporation	31331JK44	Operating	GA 60%/BTA 40%	2,000,720	09/29/15	-	2,000,720	Aaa	AAA	✓
Federal Farm Credit Banks Funding Corporation	31331KDE7	Operating	GA 60%/BTA 40%	2,007,800	02/24/16	-	2,007,800	Aaa	AAA	✓
				4,008,520		-	4,008,520			
Federal Home Loan Bank	3133XS4S4	Investing	GA/100%	2,015,060	09/16/11	2,015,060	-	Aaa	AAA	✓
Federal Home Loan Bank	3133XTH4	Investing	GA/100%	2,002,200	07/27/11	2,002,200	-	Aaa	AAA	✓
Federal Home Loan Bank	3133703W6	Operating	GA 60%/BTA 40%	2,002,420	07/29/15	-	2,002,420	Aaa	AAA	✓
Federal Home Loan Bank	313372XV1	Operating	GA 60%/BTA 40%	3,021,030	12/30/13	-	3,021,030	Aaa	AAA	✓
				9,040,710		4,017,260	5,023,450			
Federal Home Loan Mortagage Corp	3134G1PL2	Operating	GA 60%/BTA 40%	2,003,600	02/26/14	-	2,003,600	Aaa	AAA	✓
Federal Home Loan Mortagage Corp	3134G1RA4	Operating	GA 60%/BTA 40%	2,006,140	08/25/15	-	2,006,140	Aaa	AAA	✓
Federal Home Loan Mortagage Corp	3134G2HH8	Operating	GA 60%/BTA 40%	2,006,320	12/01/15	-	2,006,320	Aaa	AAA	✓
				6,016,060		-	6,016,060			
Federal National Mortgage Association	3135G0BF9	Operating	GA 60%/BTA 40%	2,014,900	03/28/14	-	2,014,900	Aaa	AAA	✓
Federal National Mortgage Association	3136FP3Y1	Operating	GA 60%/BTA 40%	2,503,500	01/28/15	-	2,503,500	Aaa	AAA	✓
Federal National Mortgage Association	3136FP4H7	Operating	GA 60%/BTA 40%	3,004,980	02/09/15	-	3,004,980	Aaa	AAA	✓
Federal National Mortgage Association	3136FRDY6	Operating	GA 60%/BTA 40%	2,506,775	03/28/14	-	2,506,775			
Federal National Mortgage Association	3136FRMY6	Operating	GA 60%/BTA 40%	2,744,088	06/08/15	-	2,744,088	Aaa	AAA	✓
Federal National Mortgage Association	31398A4Y5	Operating	GA 60%/BTA 40%	1,984,920	10/27/15	-	1,984,920	Aaa	AAA	✓
Federal National Mortgage Association	31398ATL6	Investing	GA/100%	2,008,620	08/15/11	2,008,620	-	Aaa	AAA	✓
				16,767,783		2,008,620	14,759,163			
				35,833,073		6,025,880	29,807,193			

Cash, Money Funds, and FDIC Deposits	GA 60%/BTA 40%	9,750	✓
Cash, Money Funds, and FDIC Deposits	GA/100%	-	✓
		9,750	
		35,842,823	

✓: Obtained description, CUSIP, maturity date, and ratings from the supporting Stone & Youngberg Brokerage Account Statements for the period ending 6/30/2011.

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
September 6, 2011

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

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 (i) the SLT Expressway litigation, (ii) threatened litigation from DH Ventures and (iii) threatened litigation related to a personnel matter.

ATTACHMENTS:

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No Attachments Available