

# CITY COUNCIL AGENDA

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

**WORK SESSION**  
**February 19, 2013**  
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

### 1 ROLL CALL BY THE CITY CLERK

### 2 ENHANCED CALL VERIFICATION – AUG-DEC '12 UPDATE

City Council will receive an updated report detailing the activity surrounding our Enhanced Call Verification Program and our partnership with CryWolf, our third party vendor, in regards to the Alarm Ordinance and officer calls for service. For information, discussion and direction only.

### 3 PROPOSED ORDINANCE - DISPOSITION OF UNCLAIMED PROPERTY IN POLICE POSSESSION

City Council will receive information regarding a proposed ordinance amending the Avondale City Code Chapter 20 by adding Article IV - Disposition of Unclaimed Property in Police Possession to come into compliance with newly incorporated State Laws. This item is for information and discussion purposes only.

### 4 ADJOURNMENT

Respectfully submitted,

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

Carmen Martinez  
City Clerk

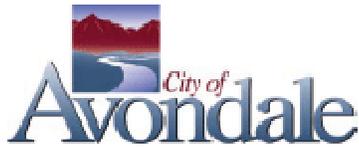
Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

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

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la

grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.



# CITY COUNCIL REPORT

**SUBJECT:**  
Enhanced Call Verification – Aug-Dec ‘12 Update

**MEETING DATE:**  
February 19, 2013

**TO:** Mayor and Council  
**FROM:** Kevin Kotsur, Police Chief (623) 333-7201  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is providing City Council with an updated report detailing the activity surrounding our Enhanced Call Verification Program and our partnership with CryWolf, our third party vendor, in regards to the Alarm Ordinance and officer calls for service.

**BACKGROUND:**

In early 2012, after receiving direction from City Council, the Police Department entered into an agreement with CryWolf to implement the Enhanced Call Verification Program. After months of preparation, we officially began the Program on May 01, 2012. Highlights of the program include:

- Enhanced Call Verification: Requires the Alarm Monitoring Company to attempt contact with the alarm owner using two or more different telephone numbers before contacting the police department when an alarm is activated.
- Fee Schedule
  - o \$25 initial registration fee
  - o \$25 annual renewal fee
  - o \$150 third false alarm (within any consecutive 365 calendar day period)
  - o \$200 fourth false alarm (within any consecutive 365 calendar day period)
  - o \$250 fifth or more false alarms (within any consecutive 365 calendar day period)
- First two false alarms (within any consecutive 365 calendar day period): Written notification to subscriber and the alarm business.

The reporting period for this update is between August 01, 2012 and December 31, 2012.

**DISCUSSION:**

**Alarm Calls For Service Comparison:**

May 2011 - July 2011 to May 2012 - July 2012				
	Total Alarm Calls for Service	Total False Alarms	Total Actual Alarms	% of Total False Alarms
May - July 2011	748	742	6	99%
May - July 2012	535	525	10	98%
Difference	-(213)	-(217)	+4	-(1%)

<b>August 2011 - December 2011 to August 2012 - December 2012</b>				
	<b>Total Alarm Calls for Service</b>	<b>Total False Alarms</b>	<b>Total Actual Alarms</b>	<b>% of Total False Alarms</b>
<b>Aug - Dec 2011</b>	1107	1088	19	98%
<b>Aug - Dec 2012</b>	1014	993	21	98%
<b>Difference</b>	-(93)	-(95)	+2	0

<b>May 2011 - December 2011 to May 2012 - December 2012</b>				
	<b>Total Alarm Calls for Service</b>	<b>Total False Alarms</b>	<b>Total Actual Alarms</b>	<b>% of Total False Alarms</b>
<b>May - Dec 2011</b>	1855	1830	25	99%
<b>May - Dec 2012</b>	1549	1518	31	98%
<b>Difference</b>	-(306)	-(312)	+6	-(1%)

**Actual Alarm Breakdown - Residential Comparison:**

<b>May 2011 - July 2011 to May 2012 - July 2012</b>		
<b>May - July 2011</b>	3 Criminal Damage	0 Unsecured
<b>May - July 2012</b>	4 Forced	1 Unsecured

<b>August 2011 - December 2011 to August 2012 - December 2012</b>		
<b>Aug - Dec 2011</b>	1 Forced, 5 Criminal Damage	2 Unsecured
<b>Aug - Dec 2012</b>	8 Forced, 4 Criminal Damage	0 Unsecured

**Actual Alarm Breakdown - Business Comparison;**

<b>May 2011 - July 2011 to May 2012 - July 2012</b>		
<b>May - July 2011</b>	0 Forced	3 Unsecured
<b>May - July 2012</b>	5 Forced	0 Unsecured

<b>August 2011 - Decmeber 2011 to August 2012 - December 2012</b>		
<b>August - December 2011</b>	7 Forced	1 Unsecured
<b>August - December 2012</b>	5 Forced	1 Unsecured

**Registration Fees:**

<b>May - July 2012 and August - December 2012</b>		
	<b>Number of Active Accounts Paid</b>	<b>Number of Accounts Pending</b>
<b>May - July 2012</b>	300 @ \$25 = \$7500	389 @ \$25 = \$9725
<b>August - December 2012</b>	90 @ \$25 = \$2250	215 @ \$25 = \$5375
<b>Total</b>	390 @ \$25 = \$9750	174 @ \$25 = \$4350

**False Alarm Fees:**

<b>May - July 2012 and August - December 2012</b>			
	<b>Total Fees Charged For False Alarms</b>	<b>Total Outstanding Fees from False Alarms</b>	<b>Total False Alarm Fees Collected</b>
<b>May - July 2012</b>	\$7,950	\$6,500	\$1,450
<b>Aug - Dec 2012</b>	\$23,700	\$13,300	\$10,400
<b>Total</b>	\$31,650	\$19,800	\$11,850

**BUDGETARY IMPACT:**

None

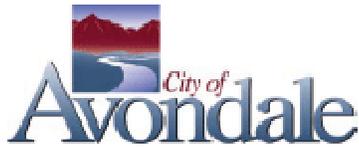
**RECOMMENDATION:**

Staff recommends that we continue to monitor our alarm calls for service and our partnership with CryWolf hoping for results showing a decrease in police response to false alarm calls for service. For information, discussion and direction.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Proposed Ordinance - Disposition of Unclaimed  
Property in Police Possession

**MEETING DATE:**

February 19, 2013

**TO:** Mayor and Council  
**FROM:** Kevin Kotsur, Chief of Police (623) 333-7201  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will present to the City Council information regarding the adoption of an ordinance amending the Avondale City Code Chapter 20 by adding a new Article IV - Disposition of Unclaimed Property in Police Possession to comply with the amended State law. This item is for information and discussion purposes only, no Council action is required.

**BACKGROUND:**

The Police Department has been operating under the Chapter 25, Procurement Code, Article IV - Disposition of Personal Property of the Avondale City Code for the disposition of unclaimed personal property in police possession. Chapter 25, Article IV establishes the regulations for the disposition of property in the possession of any City department or staff member. Section 25-28 (j) of the Code deals with the Police Department's disposition of firearms. In relation to Chapter 25, the Police Department has adopted an internal policy that requires the Police Department to dispose of unclaimed property in the following manner:

- The Police Department shall advertise unclaimed personal property in the newspaper
- The Police Department must wait 90 days before disposing of unclaimed personal property

**DISCUSSION:**

Ariz. Rev. Stat. §§ 12-940 - 12-945 provides for disposition of property in the hands of law enforcement. The older version of the State statutes required the police department to petition the court for disposal of all property valued at over \$25.00. In April of 2012, the Legislature passed House Bill 2371, amending various sections of Ariz. Rev. Stat. §§ 12-940 - 12-945, regulating the dispose of property in the possession of law enforcement. The amendments went into effect in August of 2012. The addition of Article IV to Chapter 20 of the Avondale City Code will reflect the changes in the State statutes to the minimum property amount required for posting, court jurisdiction, and owner notification requirements to be utilized by the Police Department in disposing of unclaimed property.

To be in compliance with House Bill 2371, staff is requesting a new Avondale City Code as it relates to unclaimed property in police possession in accordance with the recent changes to Ariz. Rev. Stat. §§ 12-940 - 12-945.

The new city ordinance will allow the Police Department to dispose of unclaimed property in its possession without requiring approval of a court, with the exception of firearms. The following changes are as follows in accordance with Ariz. Rev. Stat. §§ 12-940 -12-945.

- Requires the Police Department to publish notice on the City's website if the owner of the property is unknown and the value of the property exceeds \$150.00 before disposal of the property.
- Allows the Police Department to dispose of unclaimed property by retaining it for use by the police department, donating it to a charitable organization, selling it at public auction or destruction. Proceeds from the sale of property shall be deposited into the general fund of the City
- If the owner of the property is known, the Police Department shall send notice to the owner that he or she must claim the property within 30 days of the notice or the property will be disposed of according to the provisions of the article
- Allows the Police Department to provide notice to an arrestee that property impounded by the Police Department upon arrest must be claimed by the arrestee or his authorized designee within 30 days from the date of impoundment or the property will be disposed of according to the provisions of the article
- Establishes an interpleader process to resolve disputes as to ownership of property.

The new city ordinance will also address the changes as to how firearms will be disposed of in conjunction with the changes to Arizona Revised Statute. Section 20-60 will address the disposal of firearms in the following manner.

**Firearms Exception - In accordance with the recent changes to ARS:**

If the unclaimed property is a firearm, the Police Department may petition the City of Avondale Municipal Court to order the firearm to be sold to a licensed firearm dealer authorized to receive and dispose of the firearm under federal and state law and that shall sell the firearm to the public according to federal and state law. The Police Department may also trade a firearm that it has retained to a federal firearms licensed business for ammunition, weapons, equipment or other materials to be exclusively used for law enforcement purposes. Proceeds from the sale of a firearm in accordance with this code shall be deposited into the general fund of the City.

**BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

This item is for information, discussion and possible direction regarding the adoption of an ordinance amending the Avondale City Code Chapter 20 by adding a new Article IV addressing the Disposition of Unclaimed Property in Police Possession and deleting the sections of Chapter 25, Article IV relating to the Police Departments disposition of firearms.

**ATTACHMENTS:**

Click to download

[Code - Chapter 20 Article IV](#)

DISPOSITION OF UNCLAIMED PROPERTY  
IN POLICE POSSESSION

## **Division 1 - General**

20-56 – Applicability.

20-57 – Definitions.

20-58 – Disposal of property, notice.

20-59 – Dispute as to ownership of property; interpleader.

20-56 - Applicability.

This article is intended to provide for the disposition of unclaimed personal property in the possession of the police department. This article shall not include the disposition of contraband narcotic drugs and other contraband articles when the disposition of such personal property is otherwise provided by law.

20-57 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Arrestee” means a person who has been taken into custody by the Police Department.

“Contraband” means any item that in itself is illegal to use, possess or produce.

“Firearm” means any pistol, revolver, rifle, shotgun or other weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, including such weapons in a permanently inoperable condition.

“Jail” means the City of Avondale Jail.

“Municipal Court” or “Court” means the City of Avondale Municipal Court.

“Owner” means the person in whom the ownership, dominion, care, control, management or title of property is vested.

“Property” means personal property of any kind, including money, but specifically excluding real property.

“Police Department” means the City of Avondale Police Department.

“Value” means the reasonable value of the property in its present condition.

20-58 – Disposal of unclaimed property (other than firearms), notice.

- (a) All unclaimed property coming into the possession of the police department, excluding property currently being used as evidence shall be disposed of in the manner provided in this article.
- (b) If the owner of the property is known, the police department shall send notice to the owner that he or she must claim the property within 30 days of the notice or the property will be disposed of in accordance with this article and applicable law. Property remaining unclaimed after the 30-day notice to the owner described in this subsection shall be disposed of according to the provisions of subsection 20-58(f) below.
- (c) Property that is prohibited from accompanying an arrestee to jail will be impounded by the police department for a period of 30 days. The police department shall notify the arrestee upon processing at the jail that the arrestee or his or her authorized designee must claim the property within 30 days from the date the property is impounded. Property remaining unclaimed after the 30-day impound period will be disposed of according to the provisions of subsection 20-58(f) below.
- (d) If the owner of the property is unknown, the value of the property is less than \$150.00 and the property remains unclaimed 30 days after reasonable efforts have been made by the police department to locate and notify the owner, the police department may dispose of the property according to the provisions of subsection 20-58(f) below.
- (e) If the owner of the property is unknown and the value of the property exceeds \$150.00, the police department shall post a notice of disposition containing a description of the property on the city's website. If the property remains unclaimed for 30 days after the posting of the notice, the police department shall dispose of the property according to the provisions of subsection 20-58(f) below.
- (f) Property remaining unclaimed after the required notice periods may be retained for use by the city or the police department, donated to a charitable organization, sold at public auction or destroyed. Proceeds from the sale of property in accordance with this subsection shall be deposited into the general fund of the city. Unclaimed money shall be paid to the city finance department and deposited into the general fund of the city.
- (g) The police department shall maintain a record of all dispositions under this article for a period of 24 months.

20-59 – Dispute as to ownership of property, interpleader.

- (a) If property in the possession of the police department is claimed by more than one person and the police department is unable to determine the true owner, the police department shall file a petition, in the form prescribed in subsection 20-59(b) below, with the municipal court requesting that a hearing be conducted to determine ownership of the property. The police department shall provide a copy of the petition to each person claiming ownership in the manner set forth in subsection 20-59(d) below.
- (b) The petition filed with the municipal court shall set forth the following:
  - (1) The facts establishing the status of the property that is the subject of the dispute.
  - (2) The name and address of each person claiming to have an interest in the property.
  - (3) An accurate description of the property, including any identifying marks or serial numbers, the police identification number(s) and, if applicable, the location where the property was seized and the person from whom it was seized.
  - (4) An account of the efforts employed by the police department to identify and notify the owner(s) of the property.
- (c) If the presiding judge of the municipal court determines that the petition sets forth sufficient cause that a hearing should be held as to ownership of the property, the court shall set a hearing, at which time the persons claiming ownership may appear in support of their claims. Notice of the hearing shall be given to the parties claiming ownership in the manner set forth in subsection 20-59(d) below.
- (d) The petition and notice of hearing shall be served by first class mail, postage prepaid, return receipt requested, upon all persons known to have an interest in the property. Service shall be complete five days after mailing.
- (e) Any person claiming any ownership interest of any kind, or possessory right to the property shall have the right to appear at the hearing or respond in writing by affidavit and present any and all evidence in support of such person's claim to the property. The failure of any such person to appear at such hearing or respond in writing by affidavit shall constitute a waiver of any claim to the property by such person against the city and shall authorize the municipal court to enter a ruling consistent therewith.
- (f) The decision of the municipal court shall be final upon issuance. Any person prevailing in a hearing or uncontested proceeding convened pursuant to this

section shall be entitled to receive the property described in the petition. The claimant shall produce a copy of the signed order of the court in the claimant's favor and appropriate identification to the property custodian to receive the property. The property shall not be released pursuant to this section until the expiration of 20 calendar days from the date of the court's decision. Any property not claimed within 90 days of the court's decision will become property of the city, subject to disposal at its discretion.

- (g) Final decisions of the municipal court are subject to appeal in Superior Court pursuant to Title 22, Chapter 4, Article 2 of the Arizona Revised Statutes, as amended. When the time for appeal has expired or in the case of an appeal, when the final order is issued by the Superior Court, the municipal court shall notify the party awarded the property that they may obtain the property from the police department. The municipal court shall provide a copy of such notification to the police department.

## **Division 2 - Firearms**

20-60 – Disposition of Firearms.  
20-61 through 20-71 (Reserved).

20-60 – Disposition of Firearms.

Legal firearms in the possession of the police department (excluding property used as evidence) by virtue of being found property, recovered stolen property, property under order of a court of competent jurisdiction and property held for safekeeping, shall be returned to the lawful owner as provided herein, except as follows: (i) when return is prohibited by court order; (ii) when the owner has criminal charges pending or under review by a prosecuting agency that involve a crime of violence, domestic violence or has an outstanding warrant for his or her arrest; or (iii) when the owner is a prohibited possessor pursuant to state or federal law.

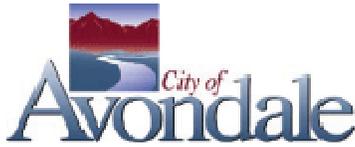
- (a) If the owner of the firearm is known, the police department shall send notice to the owner that he or she must claim the firearm within 30 days of the notice or the property will be disposed of in accordance with this article and applicable law. Firearms remaining unclaimed after the 30-day notice to the owner as described in this subsection shall be disposed of according to the provisions of subsection 20-60(e) below.
- (b) If the owner of the firearm is unknown, the value of the firearm is less than \$150.00 and the firearm remains unclaimed 30 days after reasonable efforts have been made by the police department to locate and notify the owner, the police department shall dispose of the property according to the provisions of subsection 20-60(e) below.

- (c) If the owner of the firearm is unknown and the value of the firearm exceeds \$150.00, the police department shall post a notice of disposition, containing a description of the firearm, on the city's website. If the firearm remains unclaimed 30 days after the posting of the notice, the police department shall dispose of the property according to the provisions of subsection 20-60(e) below.
- (d) When the police department declines to return a firearm to a person claiming ownership of such firearm, the following process shall apply:
  - (1) The person may file a verified petition with the municipal court setting forth the following:
    - (A) Claimant's name and address.
    - (B) Description of the firearm including manufacturer, model and serial number.
    - (C) Date firearm was seized or recovered by the police department and the department report number, if known.
    - (D) Date claimant became the owner of the firearm. Claimant must attach documentary evidence of ownership.
    - (E) A brief statement explaining why the claimant believes the firearm should legally be returned.
    - (F) An affidavit stating that the claimant is not a prohibited possessor under state or federal law and has no pending criminal or domestic violence actions in any state in which the claimant is a defendant.
  - (2) The claimant shall serve a copy of the petition on the police department by personal service or certified mail. The police department shall file a response to the petition within 20 days of receipt of service. The police department's response shall be served by first class mail sent to the address listed in the claimant's petition; the response shall be deemed received three days following mailing. The claimant may file a reply to the police department's response within ten days of receipt of service. The reply shall be served upon the police department by personal service or certified mail.
  - (3) The court shall review the petition, response and reply, if any, filed by the parties. If the court finds sufficient evidence in the documents to make a decision, then the court shall issue a written decision on the matter. If the court requires more evidence, the court may set a time for a hearing and give the parties at least ten days' notice of the hearing date, time and location. Any hearing conducted pursuant to this subsection shall be

conducted as set forth in subsections 20-59(e), 20-59(f) and 20-59(g) above.

- (e) The police department may dispose of any unclaimed firearm after the expiration of the notice period by trading the firearm to a federally licensed firearm business for law enforcement related materials or by petitioning the municipal court to order the firearm to be sold to a licensed firearm dealer authorized to sell the firearm at public auction. Proceeds from the sale of a firearm in accordance with this subsection shall be deposited into the general fund of the city.
- (f) The police department shall maintain a record of all dispositions under this article for a period of 24 months.

20-61 through 20-71 (Reserved).



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
February 19, 2013  
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 February 4, 2013
2. Regular Meeting of February 4, 2013

**b. LIQUOR LICENSE SERIES 12 - PITA KITCHEN**

City Council will consider a request from Reimum Shleimun for approval of an application for a Series 12 Restaurant License to sell all spirituous liquors at Pita Kitchen located at 9915 W McDowell Road # 104 in Avondale. The Council will take appropriate action.

**c. CONSTRUCTION CONTRACT AWARD - AJP ELECTRIC, INC. FOR DYSART ROAD LEFT TURN LANE IMPROVEMENTS**

City Council will consider a request to approve a construction contract with AJP Electric, Inc. to provide construction services for the Dysart Road Left Turn Lane Improvements in the amount of \$68,336.34, authorize the necessary transfer and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. TOWER LEASE AGREEMENT - VERIZON WIRELESS (VAW) LLC**

City Council will consider a request to approve a Tower Lease Agreement with Verizon Wireless (VAW) LLC dba Verizon Wireless to construct a new communication tower, authorize monthly lease payments to the City, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**e. RESOLUTION 3092-213 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR DIGITAL AERIAL ORTHO-PHOTOGRAPHY**

City Council will consider a resolution approving an Intergovernmental Agreement with the Office of Enterprise Technology of Maricopa County for the purpose of cost sharing digital aerial ortho-photography in an annual amount of \$6,300 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. ORDINANCE 1512-213 - UTILITY EASEMENT AND AN OPERATION AND MAINTENANCE ACCESS EASEMENT TO VERIZON WIRELESS**

City Council will consider an ordinance granting a utility easement and an operation and maintenance access easement to Verizon Wireless to serve the Verizon Wireless lease parcel area and cell tower located in the City's Coldwater Booster Station on the south side of Van Buren Street just east of the Agua Fria River Bridge, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

**4 UPDATE ON THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II MS4 PERMIT**

City Council will receive an update on the status of the National Pollution Discharge Elimination System Phase II Municipal Separate Storm Sewer System (MS4) Permit and the implementation of the Stormwater Management Plan. For information, discussion and direction.

**5 UPDATE ON THE CITY'S SUSTAINABILITY PLAN AND RELATED PROJECTS**

City Council will receive an update on the status of the City's current sustainability projects, as well as discuss the development of the City's Municipal Sustainability Plan. For information, discussion and direction only.

**6 ADDENDUM NO. 1 TO THE MEMORANDUM OF UNDERSTANDING - AVONDALE POLICE ASSOCIATION**

City Council will consider a request to approve Addendum No. 1 to the Memorandum of Understanding with the Avondale Police Association developed pursuant to Ordinance 1323-808 and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

**7 ADDENDUM NO. 1 TO THE MEMORANDUM OF UNDERSTANDING - AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 3924**

City Council will consider a request to approve Addendum No. 1 to the Memorandum of Understanding with the Avondale Professional Firefighters Association, International Association of Firefighters Local 3924 developed pursuant to Avondale Ordinance 1323-808 and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

**8 EXECUTIVE SESSION**

- a. The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding negotiations for a potential Lease Agreement for City Center property and a potential Economic Development Agreement.

**9 ADJOURNMENT**

Respectfully submitted,



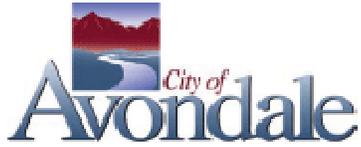
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City Clerk

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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.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
February 19, 2013

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

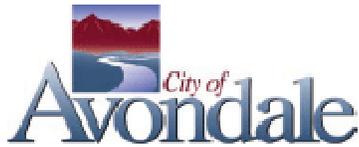
**PURPOSE:**

1. Work Session of February 4, 2013
2. Regular Meeting of February 4, 2013

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Liquor License Series 12 - Pita Kitchen

**MEETING DATE:**

February 19, 2013

**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 Reimum Shleimun for approval of an application for a Series 12 Restaurant License to sell all spirituous liquors at Pita Kitchen located at 9915 W McDowell Road # 104 in Avondale.

**DISCUSSION:**

The City Clerk's Department has received an application from Reimum Shleimun for approval of a Series 12 Restaurant License to sell all spirituous liquors at Pita Kitchen. The required fees totaling \$1,350.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted at the location for the required period of time starting January 24, 2013 and a notice was published in the West Valley View on February 8 and February 12, 2013. No comments have been received.

The Development Services, Police, and Fire Departments have reviewed the application and are recommending approval. While not required by the ordinance, the application was also reviewed by the Finance Department which has determined that the business is in good financial standing with the City. Department comments are attached.

**RECOMMENDATION:**

Staff is recommending approval of a request from Reimum Shleimun for approval of an application for a Series 12 Restaurant License to sell all spirituous liquors at Pita Kitchen located at 9915 W McDowell Road # 104 in Avondale.

**ATTACHMENTS:**

Click to download

- [Application](#)
- [Departmental Reviews](#)
- [Posting photos](#)
- [Vicinity Map](#)

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

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

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

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

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

**SECTION 2** Type of ownership:

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

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

1. Type of license(s): Series 12 - Restaurant

12079383

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. Shleimun Reimun Sabri  
(Insert one name ONLY to appear on license) Last First Middle
- 2. Corp./Partnership/L.L.C.: Rian & Ray, LLC... B1049488  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: Pita Kitchen  
(Exactly as it appears on the exterior of premises)
- 4. Principal Street Location: 9915 W. McDowell Rd, #104 Avondale AZ 85392  
(Do not use PO Box Number) City County Zip
- 5. Business Phone: 623-478-8900 Daytime Contact: \_\_\_\_\_
- 6. Is the business located within the incorporated limits of the above city or town?  YES  NO
- 7. Mailing Address: 9915 W. McDowell Rd, #104 Avondale AZ 85392  
City State Zip
- 8. Price paid for license only bar, beer and wine, or liquor store: Type \_\_\_\_\_ \$ \_\_\_\_\_ Type \_\_\_\_\_ \$ \_\_\_\_\_

**DEPARTMENT USE ONLY**

Fees: 100. Application 44.00 Interim Permit 144.00 Agent Change \_\_\_\_\_ Club \_\_\_\_\_ Finger Prints \$ 144.00

**TOTAL OF ALL FEES**

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

Accepted by: MC Date: 11/4/2013 Lic. # 12079383

**SECTION 5 Interim Permit:**

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

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

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

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

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

The foregoing instrument was acknowledged before me this

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

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

\_\_\_\_\_  
 (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 \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

) Y R A S S E C E N F I 1

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 \$22 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.: Rian & Ray, LLC  
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 6/15/2011 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-1700371-7 Date authorized to do business in AZ: 8/17/2011
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
Hanna	Rian	Korgis	member				
Shleimun	Reimun	Sabri	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
Hanna	Rian	Korgis	50				
Shleimun	Reimun	Sabri	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 \$22 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:**

Current Licensee's Name: \_\_\_\_\_  
Exactly as it appears on license) Last First Middle

Assignee's Name: \_\_\_\_\_  
Last First Middle

License Type: \_\_\_\_\_ License Number: \_\_\_\_\_ Date of Last Renewal: \_\_\_\_\_

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)**

Governmental Entity: \_\_\_\_\_

Person/designee: \_\_\_\_\_  
Last First Middle Contact Phone Number

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

**SECTION 11 Person to Person Transfer:**

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

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

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

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

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

5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

6. If more than one license to be transferred: 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)

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

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

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

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

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

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

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

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

4. If the premises is leased give lessors: Name Raintree Pad 2, LLC  
Address 2990 E Northern Ave, Suite A, Phoenix AZ 85028  
City, State, Zip \_\_\_\_\_

- 4a. Monthly rental/lease rate \$ 3,996/month What is the remaining length of the lease 6 yrs. 9 mos.  
4b. What is the penalty if the lease is not fulfilled? \$ 3,996/month or other 7 year lease from 7/2012  
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ N/A  
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
N/A			—	—		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**SEE  
AMENDMENT**

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

**AMENDMENT**

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

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

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

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

13 FEB 5 11:41 AM '05

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

1. Distance to nearest school: 2486.67 ft. Name of school Rio Vista Elementary  
 Address 10237 W. Encanto Blvd., Avondale, AZ. 85392  
 City, State, Zip

2. Distance to nearest church: 3368.46 ft. Name of church West Ridge Kingdom Hall  
 Address 10142 W. Encanto Blvd., Avondale, AZ. 85392  
 City, State, Zip

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

4. If the premises is leased give lessors: Name Raintree Pad 2, LLC  
 Address 2980 E. Northern Ave., Suite A, Phoenix, AZ. 85028  
 City, State, Zip

4a. Monthly rental/lease rate \$ 3,996/mo. What is the remaining length of the lease 6 yrs. 9 mos.  
 4b. What is the penalty if the lease is not fulfilled? \$ 3,996/mo or other 7 Year Lease from 7/2012  
 (give details - attach additional sheet if necessary)

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

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
N/A						

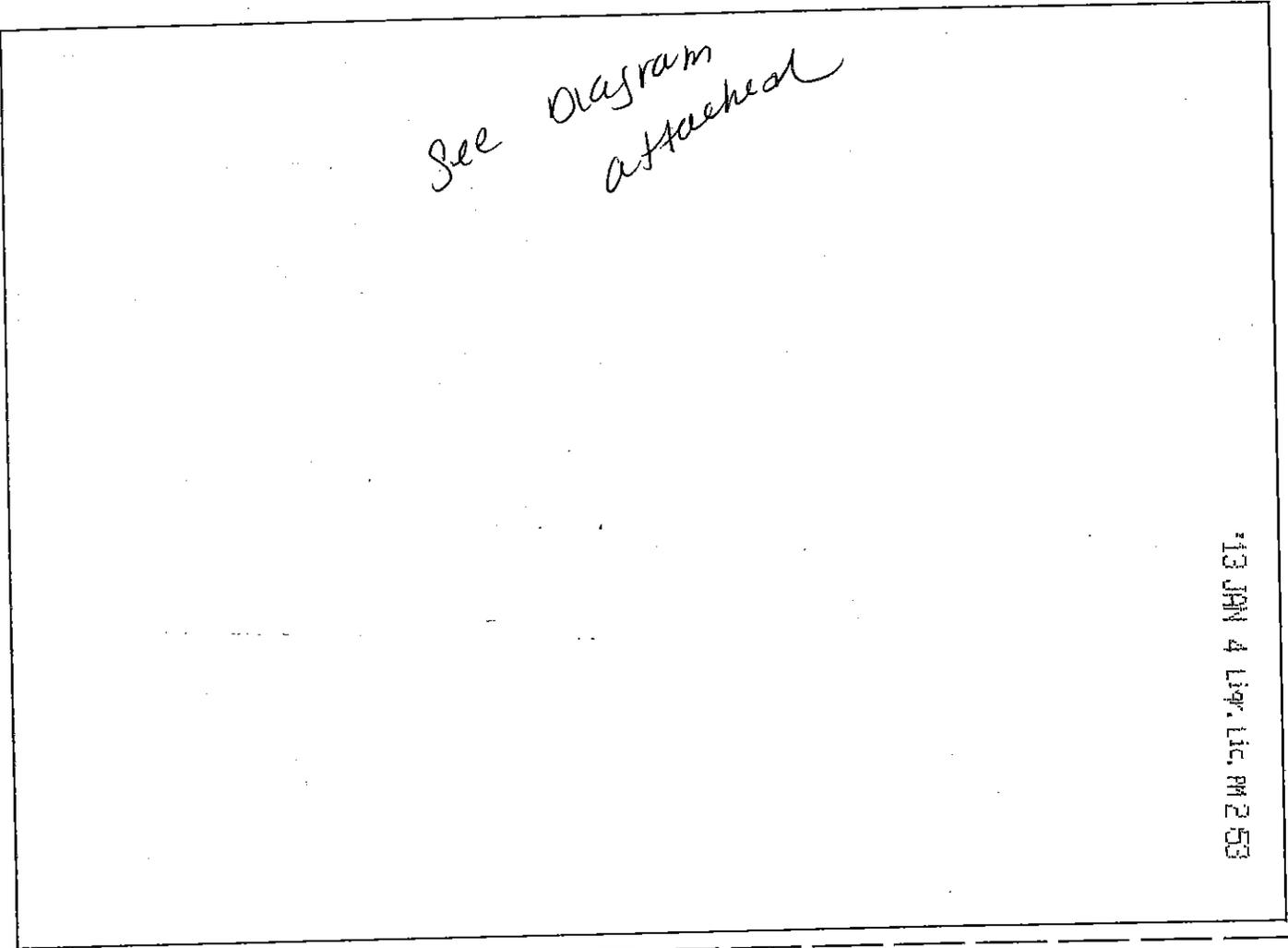
(ATTACH ADDITIONAL SHEET IF NECESSARY)

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



4. In this diagram please show only the area where spirituous liquors are 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.



13 JAN 4 199. LIC. #M 2 53

**SECTION 16 Signature Block**

I, Reimon <sup>SABY</sup> Saleimon, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

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

State of AZ County of Maricopa



The foregoing instrument was acknowledged before me this 4 of January 2013  
Day Month Year

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

[Signature]  
signature of NOTARY PUBLIC

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AZ CORPORATION COMMISSION  
FILED

AZ Corp. Commission



03526702

AUG 16 2011

FILE NO. L-1700371-7

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. §26-532)

ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §20-841.01)

1. The name of the organization:

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

B. Ryan & Ray, 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 \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Name Reiman Saleiman  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Acceptance of Appointment by Statutory Agent:

I Reiman Saleiman, having been designated to act as  
(print name of the Statutory Agent)

Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: [Signature]

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

13 JAN 4 10:11 AM '11

**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 MANAGERS, AT LEAST ONE NAME BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name <u>Reimon Skelman</u>	Name <u>Rian Hanna</u>
<input checked="" type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)	<input checked="" type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)
Address: _____	Address: _____
City, _____ State, _____ Zip: _____	City, _____ State, _____ Zip: _____
Name _____	Name _____
<input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)	<input type="checkbox"/> Member <input type="checkbox"/> 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.

13 JAN 4 11:47 AM '11

**7. SIGNATURE**

Signed on this date: 9/15/11 (mm/dd/yyyy).

Signature: [Signature] Print Name \_\_\_\_\_

\_\_\_\_\_

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

Phone Number: 602-421-7783 Fax Number: 602-507-2699

# Operation Agreement for Rian & Ray, LLC

This agreement is between Reimun Shleimun and Rian Hanna. We are both active members and controlling agents of this LLC. We have 50/50 Split on everything. All business decisions are based on 50/50 Agreement between both of us. We have equal share on everything including all expenses, profits, and losses. Rian Hanna's duties consist of all the kitchen and food prep, Reimun Shleimun's Duty consist of all the front counter, customer service and paperwork. All the rest are by the both of us. This agreement should remain full in effect with no expiration date unless it is written and signed by both parties.

13 JAN 4 13:41:14 PM 2013

Ri Shl                      12/28/12  
Reimun Shleimun                      Date

Rian Hanna                      12/28/12  
Rian Hanna                      Date

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 #

12079883

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

Grill	American Range, 48"
Oven	Mini oven "Oster" 1/4 Pan
Freezer	Victory Raetone 3 Door Freezer
Refrigerator	Walk-in cooler, Bootz MFG, INC 6' X 8'
Sink	3 compartment sink 7', prep sink, Hand wash sink
Dish Washing Facilities	we use 3 compartment for Dishes
Food Preparation Counter (Dimensions)	5' X 3'
Other	

2. Print the name of your restaurant: Pita Kitchen

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

~~600 seats~~  
~~4300 seats~~ ] 40 seats

b. Bar area of your premises

[ + ~~together~~ ]

c. Total area of your premises

[ ~~1300 seats~~ ] 40 seats  
 600

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.) 40-50 %

\*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).

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

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

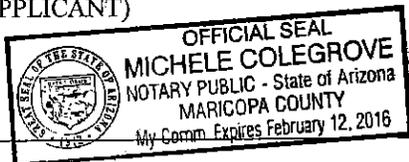
Myrna I Garcia - Cashier mostly & Kitchen if needed  
Jacqueline J Silva - Cashier & Cook Kitchen if needed  
Reimon Shleimon - management, Cook, Cashier  
Rian Hanna - management, Cook, Cashier

I, Reimon Sabri Shleimon, 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]  
(Signature of APPLICANT)

State of AZ County of Maricopa  
The foregoing instrument was acknowledged before me this  
4 day of January, 2013  
Day of Month Month Year

My commission expires on::



[Signature]  
(Signature of NOTARY PUBLIC)

State of Arizona  
Department of Liquor Licenses and Control

800 W. Washington, 5<sup>th</sup> Floor  
Phoenix, Arizona 85007-2934  
www.azliquor.gov  
(602)542-5141

**RECORDS REQUIRED FOR AUDIT**

Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE**

In the event that your business is audited by the Department of Liquor, you will be asked to provide documentation of compliance with A.R.S. §4-205(H). Other documents that may be required for audit include and 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 reflecting prices during the audit period.
4. A price list for alcoholic beverages on menu 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, etc).
10. General Ledger
  - A. Sales Journals/Monthly Sales Schedules
    - 1) Daily Sales Reports (to include the name of wait staff, 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 to be consumed off of the licensed premises
  - B. All documents which support purchases made for food to be consumed off of the licensed premises
  - C. All coupons/specials/discounts

13 JAN 4 4:04 PM '12

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

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

**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(H)**

1. "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.

2. "Restaurant" means an establishment which derives at least forty per cent of its gross revenue from the sale of food, including sales of food for consumption off the licensed premises if the amount of these sales included in the calculation of gross revenue from the sale of food does not exceed fifteen percent of all gross revenue of the restaurant.

I, Reimun Sabri Shkimon have read and fully  
Print Full Name (first, middle, last)  
understand all aspects of this statement.

[Signature]  
Signature of Licensee

**Notary**

State of Az County of Maricopa  
State County

The foregoing instrument was acknowledged before me this  
4 day of January, 2013  
Day Month Year



My Commission Expires on: \_\_\_\_\_  
Day Month Year

[Signature]  
Signature of Notary

**MAKE A COPY OF THE DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE**

13 JAN 7 07 PM 2:54

### Kids Menu

Includes Fries And A Drink (12 And Under)

- Pita Dilla.....\$3.99
- Choice Of Gyros Or Chicken
- Chicken Nuggets.....\$3.99

### Side Items

- Pita Chips / Hummus.....\$2.49
- French Fries.....\$1.99
- Greek Fries.....\$3.49
- Side Rice.....\$2.29

### Desserts

- Baklava.....\$1.99
- Cheese Cake.....\$2.29

### Drinks

- Fountain Drink.....\$1.79
- Bottled Water.....\$1.49
- Bottled Beverages.....\$2.29

### Party Trays & Catering

Half Pan - 8-10 People  
Full Pan - 16-20 People

- Gyros**
- Half Pan.....\$50.00
- Full Pan.....\$90.00
- Beef Kabob**
- Half Pan.....\$55.00
- Full Pan.....\$95.00
- Chicken Shawarma**
- Half Pan.....\$55.00
- Full Pan.....\$95.00
- Steak Shawarma**
- Half Pan.....\$65.00
- Full Pan.....\$110.00
- Falafel**
- Half Pan.....\$45.00
- Full Pan.....\$80.00
- Rice**
- Half Pan.....\$20.00
- Full Pan.....\$35.00
- Hummus**
- Half Pan.....\$35.00
- Full Pan.....\$60.00
- Baba Ghanoush**
- Half Pan.....\$35.00
- Full Pan.....\$60.00
- Greek Salad**
- Half Pan.....\$30.00
- Full Pan.....\$50.00
- Baklava**
- Full Tray.....\$40.00



Mediterranean Grill

Dine-In Take-Out Catering

Hours Open  
10:30 am - 10:00 pm  
Everyday

623-478-8900

www.pitakitchen.net  
facebook.com/pitakitchen

Pita Kitchen  
9915 W. McDowell Road  
Suite 104  
Avondale, AZ 85392

**Appetizers**

**Hummus**  
 Small \$3.99.....Large \$5.29  
 Hearty-Roasted, earthy-taste Beans, olive oil, fresh garlic, and seven herbs served with pita bread

**Baba Ghanouj**  
 Small \$3.99.....Large \$5.29  
 Roasted eggplant, tahini, olive oil, garlic, and lemon juice served with pita bread

**Dolma**  
 \$3.99  
 Combination of beef, parsley, onions, chili, garlic, olive oil, and a touch of lemon juice stuffed in your favorite

**Spanakoptita**  
 \$2.49  
 Feta cheese, stuffed with spinach, and feta cheese, oven baked

**Hummus With Tabouli**  
 \$6.99  
 Our homemade hummus topped with tabouli

**Hummus With Steak Shawarma**  
 \$7.99  
 Our homemade hummus topped with tender steak

**Mediterranean Sampler**  
 \$7.79  
 A wonderful medley of fresh fish, tomatoes, olives, and fresh cucumber served with pita bread

**Salads**

**Greek Salad**  
 Small \$3.99.....Large \$6.49  
 Medley of fresh tomatoes, cucumbers, red onions, olives, feta cheese, kalamata olives, pepperoni and our homemade Greek dressing

**Mediterranean Salad**  
 Small \$4.49.....Large \$6.99  
 A fresh medley of fresh tomatoes, cucumbers, red onions, olives, feta cheese, kalamata olives, pepperoni and our homemade Greek dressing

**Tabouli Salad**  
 \$5.99  
 Made with fresh parsley, tomatoes, green onions, olive oil, lemon juice, and pita bread

**Chicken Salad**  
 \$7.99  
 Chicken, tomatoes, cucumbers, olives, and our homemade Greek dressing

**Pitas**



**Gyros**.....\$5.99

Layers of sliced beef and lamb perfectly seasoned with zesty spices broiled on a vertical spit, served with rice, tomatoes, onions and our homemade special sauce



**Chicken Shawarma**  
 .....\$6.49

Chicken breast marinated in our special seasonings, flavoured with a vertical spit, served with rice, tomatoes, onions and our choice of tahini sauce or garlic sauce



**Steak Shawarma**  
 .....\$6.79

Thin sliced tri-tip steak, marinated and flame broiled on a vertical spit, served with rice, tomatoes, onions and our choice of tahini sauce or garlic sauce



**Falafel**.....\$5.49

A vegetarian dish made of garbanzo beans, vegetables and spices, deep fried and served with our homemade special sauce

Made with a combination of chicken, hummus, rice, tomatoes, onions, and our homemade Greek dressing

**Entree's**



**Gyros**  
 .....\$8.79

Layers of sliced beef and lamb perfectly seasoned with zesty spices broiled on a vertical spit, served with rice, tomatoes, onions and our choice of Greek salad or hummus



**Chicken Shawarma**  
 .....\$8.99

Chicken breast marinated in our special Mediterranean seasonings and broiled on a vertical spit, served with rice, pita bread, tahini sauce and our choice of Greek salad or hummus



**Chicken Kabob**  
 .....\$8.99

Tender chicken breast marinated in lemon juice and Mediterranean seasonings, flame broiled on a skewer, served with rice, Greek salad, tahini sauce and pita bread



**Beef Kabob**  
 .....\$8.99

Seasoned beef broiled to perfection, served with rice, Greek salad, tahini sauce, pita bread and choice of Greek salad or hummus



**Steak Shawarma**  
 .....\$9.49

Thinly sliced tri-tip steak, marinated in our special Mediterranean seasonings and broiled on a vertical spit, served with rice, pita bread, tahini sauce and your choice of Greek salad or hummus



**Coulbi Kabob**  
 .....\$9.99

Chicken kabob with tender, succulent, flame broiled chicken, served with rice, pita bread, and choice of Greek salad or hummus

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 AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

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

Liquor License #

12079383

(If the location is currently licensed)

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

2. Name: Shleimun Reimun Sabri Date of Birth: 1/1/1981  
Last First Middle (NOT a Public Record)

3. Social Security Number: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State: TX  
(NOT a public record) (NOT a public record)

4. Place of Birth: Zakho Iraq Height: 5'10" Weight: 150 Eyes: Brown Hair: Brown  
City State Country (not county) 215

5. Marital Status  Single  Married  Divorced  Widowed

6. Name of Current or Most Recent Spouse: N/A Date of Birth: 1/1/1981  
(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: 1/1/1981

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: Pita Kitchen Premises Phone: 623-478-8900

11. Physical Location of Licensed Premises Address: 9915 W. McDowell Rd, #104 Avondale AZ 85392  
Street Address (Do not use PO Box #) City County Zip  
MARICOPA

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)
07/12	CURRENT	Part Owner	Pita Kitchen 9915 W. McDowell Rd, #104, Avondale AZ 85392
02/2002	11/2012	Realtor	First 1st USA Realty then HomeSmart Realty phx Mesa AZ 3131 E Camelback Rd, #125, phx AZ 85016

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
01/2011	CURRENT	Rent				
01/2001	01/2011	Rent				

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?  
If you answered YES, how many hrs/day? 12, and answer #14a below. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO
15. Have you been 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?  
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol 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? Include only criminal traffic tickets and complaints.  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, Sabri Reimun Shleimun, 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.

[Signature]  
(Signature of Applicant)

State of Az County of Maricopa  
The foregoing instrument was acknowledged before me this 4 day of January 2013  
Month Year  
[Signature]  
(Signature of NOTARY PUBLIC)



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

**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  
[Signature]  
(Signature of NOTARY PUBLIC)

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

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

#15

~~#15~~ Driving under suspended Drivers Licenses  
in 8/2012. Cleared in 12/2012

Ri R. 1/4/13

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13 JAN 4 11:47 AM '13

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

**CERTIFICATE OF TITLE 4 TRAINING COMPLETION**

Do Not Duplicate This Form

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

REIMUN SHLEIMUN

Full Name (please print)

Rei Sh

Signature

FEB 9, 2013

Training Completion Date

FEB 9, 2018

Certificate Expiration Date

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

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MANAGEMENT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	OFF SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

Shleimun, Reimun

Name of Licensee

PITA KITCHEN

Business Name

12079383

Liquor License #

**Alcohol Training Program Provider Information**

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

Phoenix

City

AZ

State

85012

Zip

( 602 ) 285-1396

Daytime Contact Phone #

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

FRED MALLAIRE

Name of Trainer (please print)

Fred Mallaire

Trainer Signature

2-9-13

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.

13 FEB 11 11:41 AM '13

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 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 AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE. In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

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

Liquor License #

12079383

(If the location is currently licensed)

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

Name: Hanna Last Rian First Koris Middle Date of Birth: 1/1/81 (NOT a Public Record)

Social Security Number: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State: AZ

Place of Birth: Baghdad City Iraq State Iraq Height: 5'6" Weight: 190 Eyes: Br Hair: Blk

Marital Status  Single  Married  Divorced  Widowed

Name of Current or Most Recent Spouse: N/A Last First Middle Maiden Date of Birth: 1/1/81 (NOT a public record)

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

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

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.

Name of Licensed Premises: Pita Kitchen Premises Phone: 623-478-8900

Physical Location of Licensed Premises Address: 9915 W McDowell Rd, #104, Avondale AZ 85399 Street Address (Do not use PO-Box #) City State Zip Maricopa

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)
07/12	CURRENT	Part-Owner	Pita Kitchen 9915 W. McDowell Rd, #104, Avondale AZ 85312
02/08	3/12	Linguist	Acclaim Technical Services 7777 Central Ave, #690 Huntington Beach CA 9264
01/05	02/08	Linguist	LS communication 11955 Freedom Dr, Reston VA 20190

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (if rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
03/10	CURRENT	Rent				
02/06	03/10	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?  
 If you answered YES, how many hrs/day? 12, and answer #14a below. If NO, skip to #15.  YES  NO

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

15. Have you been 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?  
 In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol 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? Include only criminal traffic tickets and complaints.  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, ~~Rian~~ HANNA KORGIS, 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.

Rian Hanna  
 (Signature of Applicant)

State of Az County of Maricopa



My commission expires on:

Day Month Year

The foregoing instrument was acknowledged before me this 4 day of January, 2013  
 Month Year

[Signature]  
 (Signature of NOTARY PUBLIC)

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

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

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

The foregoing instrument was acknowledged before me this

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

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

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

Print Name

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

# 12

3/12 to 07/12

I was on call for the DOD  
as a translator.

Rita Haana  
1/4/13

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

**CERTIFICATE OF TITLE 4 TRAINING COMPLETION**

Do Not Duplicate This Form

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

RIAN HANNA

Full Name (please print)

Rian Hanna

Signature

FEB 9, 2013

Training Completion Date

FEB 9, 2010

Certificate Expiration Date

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

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MANAGEMENT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	OFF SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

Shleiman, Reimun

Name of Licensee

PITA KITCHEN

Business Name

1207A383

Liquor License #

**Alcohol Training Program Provider Information**

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

Phoenix

City

AZ

State

85012

Zip

( 602 ) 285-1396

Daytime Contact Phone #

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

FRED MALLAIRE

Name of Trainer (please print)

Fred Mallaire

Trainer Signature

2-9-13

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.

13 FEB 11 11:41 AM '13



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SERIE 12: RESTAURANT LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

---

**APPLICANT'S NAME: REIMUN SABRI SHLEIMUN**

**BUSINESS NAME: PITA KITCHEN**

**BUSINESS ADDRESS: 9915 W. McDOWELL ROAD, #104**

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

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED

  
\_\_\_\_\_  
SIGNATURE  
*Chief of Police*  
\_\_\_\_\_  
TITLE

*1/24/13*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEB. 19, 2013**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JAN 28, 2013**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SERIE 12: RESTAURANT LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

---

**APPLICANT'S NAME: REIMUN SABRI SHLEIMUN**

**BUSINESS NAME: PITA KITCHEN**

**BUSINESS ADDRESS: 9915 W. McDOWELL ROAD, #104**

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

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED

Valorie Russell  
SIGNATURE

Fire Inspector  
TITLE

1/23/2013  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEB. 19, 2013**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JAN 28, 2013**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SERIE 12: RESTAURANT LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

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**APPLICANT'S NAME: REIMUN SABRI SHLEIMUN**

**BUSINESS NAME: PITA KITCHEN**

**BUSINESS ADDRESS: 9915 W. McDOWELL ROAD, #104**

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

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED

SIGNATURE

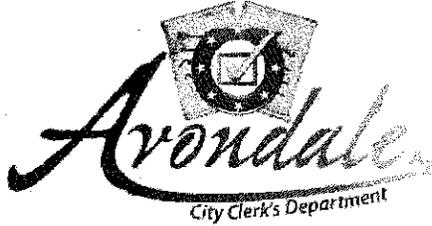
Building Official

TITLE

1/30/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEB. 19, 2013  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JAN 28, 2013**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SERIE 12: RESTAURANT LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

---

**APPLICANT'S NAME: REIMUN SABRI SHLEIMUN**

**BUSINESS NAME: PITA KITCHEN**

**BUSINESS ADDRESS: 9915 W. McDOWELL ROAD, #104**

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

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED

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

1.24.13  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEB. 19, 2013**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JAN 28, 2013**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SERIE 12: RESTAURANT LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

---

**APPLICANT'S NAME: REIMUN SABRI SHLEIMUN**

**BUSINESS NAME: PITA KITCHEN**

**BUSINESS ADDRESS: 9915 W. McDOWELL ROAD, #104**

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

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED

*R. E. Yang*  
SIGNATURE

1/28/2013  
DATE

Tax Audit Supervisor  
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEB. 19, 2013**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JAN 28, 2013**

# PITA KITCHEN

01.24.2013 13:43

OPEN

104

GYROS  
KABOBS  
FALAFEL  
HUMMUS  
SALADS  
AND  
MORE



Hours of Operation  
10:30 am - 10:30 pm  
Everyday

Wi-Fi Available

NOTICE  
PITA KITCHEN  
623-478-8900

DINE-IN  
TAKE-OUT  
CATERING



# Wi-Fi Available

01.24.2013 13:45

## NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES  
DATE POSTED: JANUARY 24, 2013

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE  
DATE: TUESDAY, FEBRUARY 19, 2013  
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:

### Pita Kitchen

9915 W. McDowell Road, #104  
Avondale, AZ. 85392

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  
800 West Washington, 5th floor  
Phoenix, AZ 85007  
www.azliquor.gov

**APPLICATION FOR A LIQUOR LICENSE**  
Type of permit with license:

Initial Effective Date: 1 year. All other information is subject to change. Licensee must attend a course of instruction in responsible alcohol service. Licensee must attend a course of instruction in responsible alcohol service. Licensee must attend a course of instruction in responsible alcohol service.

**SECTION 1** Licensee Name: Pita Kitchen

**SECTION 2** Type of ownership:  
 INDIVIDUAL Complete Section 4  
 PARTNERSHIP Complete Section 4  
 CORPORATION Complete Section 4  
 LIMITED LIABILITY CO. Complete Section 7  
 CLUB Complete Section 9  
 NON-PROFIT Complete Section 10  
 OTHER Complete Section 8

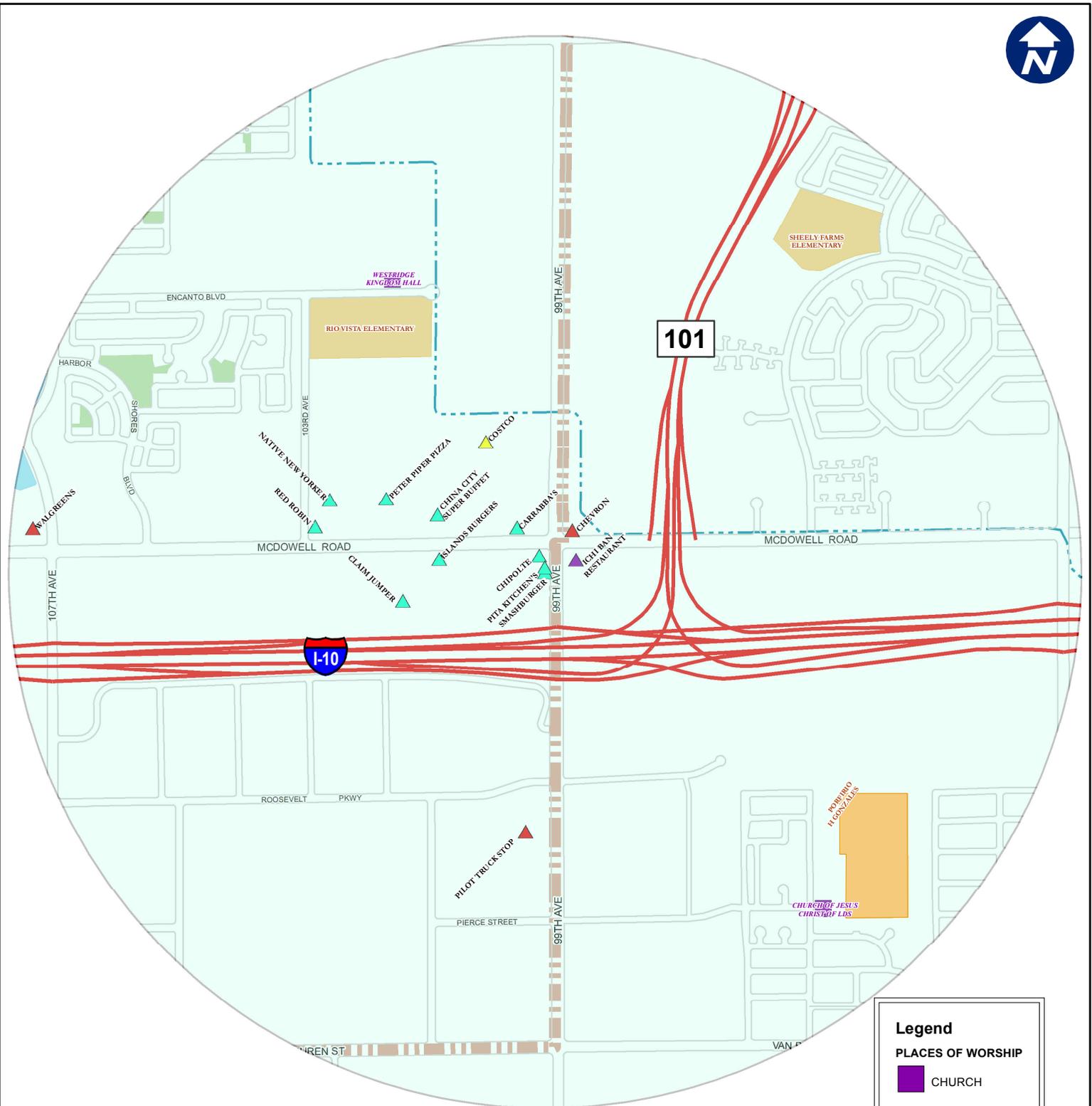
**SECTION 3** Type of license and fees: RESTAURANT 2012983  
 RESTAURANT Complete Section 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18  
 SPECIALTY Complete Section 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18  
 GOVERNMENT Complete Section 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18

**SECTION 4** Applicant:  
 1. Owner/Agent's Name: Saleem Saleem Reina Piroozian Saleem  
 2. Corp/Partnership, L.L.C.: Ran & Ron LLC 01079709  
 3. Business Name: Pita Kitchen  
 4. Principal Street Location: 9915 W. McDowell Rd #104 Avondale AZ 85392  
 5. Business Phone: 623-172-8100 Daytime Contact  
 6. Is the business located within the incorporated limits of the municipality of record? YES NO  
 7. Mailing Address: 9915 W. McDowell Rd Avondale AZ 85392  
 8. Price paid for license only fee, base and when or liquor when: Type: 1 Type: 1

**SECTION 5** FEES ONLY  
 From: 100 Application 141.00 Finger Prints 141.00  
 TOTAL OF ALL FEES

Arizona Department of Liquor Licenses and Control  
 Issued by: MLC Date: 01/11/2013 Lic. No. 62329833

Special individuals requiring special accommodations, please call (602) 542-9227



**Legend**

**PLACES OF WORSHIP**

- CHURCH (Purple square)

**Liquor License**

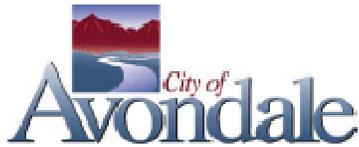
- SERIES 6 (Yellow triangle)
- SERIES 7 (Green triangle)
- SERIES 9 (Light green triangle)
- SERIES 10 (Red triangle)
- SERIES 12 (Cyan triangle)
- SERIES 14 (Purple triangle)
- SERIES 15 (Blue triangle)
- SERIES 16 (Dark purple triangle)

**SCHOOLS**

- SCHOOLS (Yellow rectangle)

**Pita Kitchen's #12**  
**9915 W McDowell Rd #104**  
**1 Mile Buffer**





# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract Award - AJP Electric, Inc. for  
Dysart Road Left Turn Lane Improvements

**MEETING DATE:**

February 19, 2013

**TO:** Mayor and Council

**FROM:** Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that City Council approve a construction contract with AJP Electric, Inc. to provide construction services for the Dysart Road Left Turn Lane Improvements in the amount of \$68,336.34, authorize the transfer of \$60,000.00 from CIP Street Fund Line Item 304-1288-00-8420 and \$9,000 from CIP Street Fund Line Item 304-1129-00-8420 to CIP Street Fund Line Item 304-1129-00-8420 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On October 1, 2012, City Council approved a Reimbursement Agreement with Coldwater Industrial Associates, LLC relating to the development of the Coldwater Depot warehouse distribution facility. Development of the warehouse facility, located at 127th Avenue and Van Buren Street, required a traffic impact study (TIS) be conducted. The TIS revealed that the southbound to eastbound left turn lane at the intersection of Van Buren Street and Dysart Road would need to be lengthened. According to the TIS, regardless of the additional traffic from the warehouse facility, the current left turn lane is not adequate for future traffic growth. Based upon the existing roadway deficiencies and in accordance with the Reimbursement Agreement, the City has agreed to take the lead on the necessary left-turn lane improvements.

**DISCUSSION:**

The Dysart Road Left Turn Lane Improvements project will modify an existing left turn lane on the north leg of Dysart Road and Van Buren Street.

**SCOPE OF WORK:**

The scope of work for this project will include:

- Sawcutting and removing of asphalt concrete pavement
- Installation of asphalt concrete pavement, curb and concrete
- Streetlight removal and relocation
- Street sign, post and base removal and relocation of sign on new post and base
- Landscape irrigation modifications

**BID PROCESS:**

Requests-for-Bid notices were published in the West Valley View on January 18 and 22, 2013 and the Arizona Business Gazette on January 17, 2013. The Development Services and Engineering Department held a mandatory pre-bid meeting on January 29, 2013. On February 7, 2013, nine (9)

bids were received and opened. Each bid package was reviewed and all bidders met the bidding requirements. The following is a list of the bid amounts received:

<b><u>BIDDER</u></b>	<b><u>AMOUNT</u></b>	<b><u>DBE</u></b>
InterMountain West Civil Constructors	\$95,390.00	No
B&F Contracting	\$88,461.55	No
J. Banicki Construction	\$89,755.39	No
Combs Construction	\$85,119.40	No
ABC Asphalt	\$74,999.57	No
Visus	\$74,199.46	No
AJP Electric	\$68,336.34	No
ARC Construction	\$82,278.45	No
Standard Construction	\$73,155.97	No

See the attached bid tabulation sheet for a detailed, bid item breakdown of each submitted bid.

AJP Electric with a bid of \$68,336.34 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes AJP Electric to be competent and qualified for this project. AJP Electric has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. The contract is on file with the City Clerk.

**SCHEDULE:**

A tentative construction schedule is as follows:

<b><u>PROJECT MILESTONE</u></b>	<b><u>TARGET DATE</u></b>
Issue Notice of Award	02/20/13
Pre-Construction Conference	02/27/13
Issue Notice to Proceed	03/14/13
Begin Construction	03/14/13
Completion	03/14/13

**BUDGETARY IMPACT:**

Funding in the amount of \$60,000 is available in CIP Street Fund Line Item 304-1288-00-8420 and \$9,000 is available in CIP Street Fund Line Item 304-1294-00-8420 and is proposed to be transferred to CIP Street Fund Line Item 304-1129-00-8420, Dysart Road Improvements.

**RECOMMENDATION:**

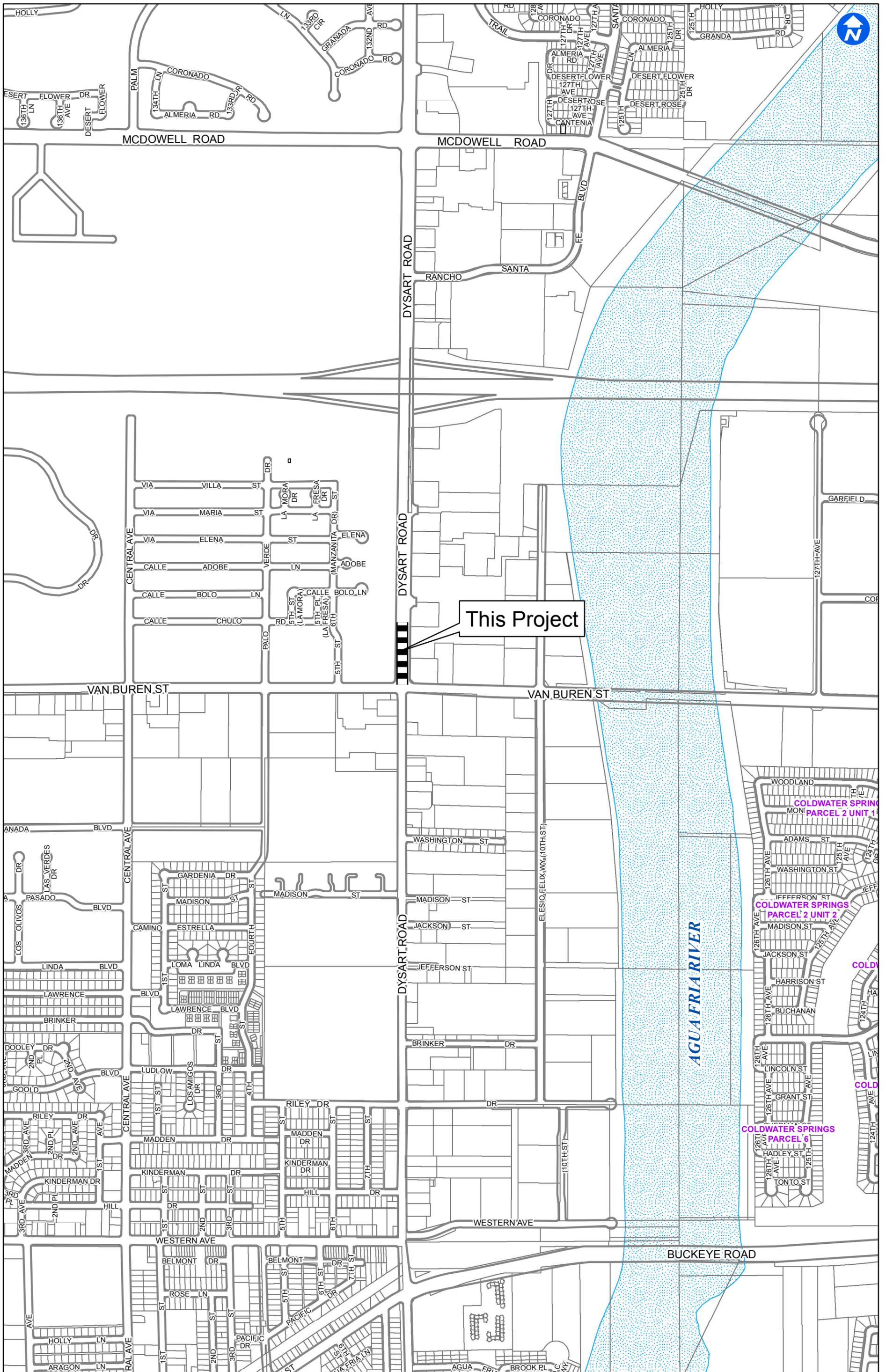
Staff recommends that City Council approve a construction contract with AJP Electric, Inc. to provide construction services for the Dysart Road Left Turn Lane Improvements in the amount of \$68,336.34, authorize the transfer of \$60,000 from CIP Street Fund Line Item 304-1288-00-8420 and \$9,000 from CIP Street Fund Line Item 304-1294-00-8420 to CIP Street Fund Line Item 304-1129-00-8420 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

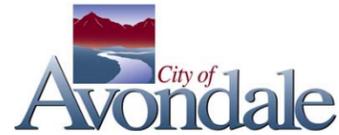
## ATTACHMENTS:

Click to download

[Vicinity Map](#)

[Bid Tabulation Sheet](#)

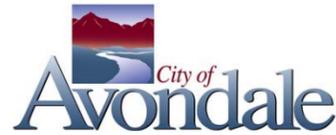




**CITY OF AVONDALE  
 BID TABULATION SHEET  
 EN13-029 Dysart Road Left Turn Lane Improvements (ST1129)  
 BID DATE: February 7, 2013**

Item No.	Description of Materials and/or Services	Qty	Unit	InterMountain West		B&F		J Banicki		Combs		ABC		Visus	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
105.80100	Construction Staking, Survey and Layout	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$460.00	\$460.00	\$1,500.00	\$1,500.00	\$2,537.00	\$2,537.00	\$1,000.00	\$1,000.00
105.80200	As-built Documentation	1	LS	\$1,000.00	\$1,000.00	\$150.00	\$150.00	\$275.00	\$275.00	\$1,000.00	\$1,000.00	\$457.00	\$457.00	\$250.00	\$250.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
109.09010	Mobilization/Demobilization	1	LS	\$7,000.00	\$7,000.00	\$5,534.00	\$5,534.00	\$8,712.76	\$8,712.76	\$7,000.00	\$7,000.00	\$3,553.00	\$3,553.00	\$3,824.00	\$3,824.00
301.01000	Subgrade Preparation	220	SY	\$35.00	\$7,700.00	\$40.00	\$8,800.00	\$25.00	\$5,500.00	\$17.00	\$3,740.00	\$25.50	\$5,610.00	\$28.00	\$6,160.00
310.03275	Aggregate Base Course (12 inches thick)	134	Ton	\$28.50	\$3,819.00	\$30.00	\$4,020.00	\$26.00	\$3,484.00	\$25.00	\$3,350.00	\$23.40	\$3,135.60	\$28.00	\$3,752.00
321.00200	2 inch Asphaltic Concrete Surface Course (12.5 mm Surface Course HV)	25	Ton	\$210.00	\$5,250.00	\$190.00	\$4,750.00	\$180.00	\$4,500.00	\$200.00	\$5,000.00	\$152.25	\$3,806.25	\$110.00	\$2,750.00
321.01300	3 inch Asphaltic Concrete Pavement (19 mm Base Course HV)	37	Ton	\$160.00	\$5,920.00	\$140.00	\$5,180.00	\$160.00	\$5,920.00	\$200.00	\$7,400.00	\$152.25	\$5,633.25	\$120.00	\$4,440.00
329.01000	Emulsified Bituminous Tack Coat	1	Ton	\$1,200.00	\$1,200.00	\$1.00	\$1.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$609.00	\$609.00	\$500.00	\$500.00
340.01159	6" Single Curb, ADOT Standard Detail C-05.10, Type "A"	230	LF	\$20.00	\$4,600.00	\$20.00	\$4,600.00	\$25.00	\$5,750.00	\$16.00	\$3,680.00	\$18.30	\$4,209.00	\$17.00	\$3,910.00
340.04221	Median Concrete Pavers	285	SF	\$15.00	\$4,275.00	\$7.00	\$1,995.00	\$19.00	\$5,415.00	\$8.00	\$2,280.00	\$14.10	\$4,018.50	\$10.00	\$2,850.00
350.01300	Sawcut and Removal of Asphalt Concrete Pavement	60	SY	\$27.50	\$1,650.00	\$20.00	\$1,200.00	\$30.00	\$1,800.00	\$18.00	\$1,080.00	\$22.00	\$1,320.00	\$30.00	\$1,800.00
350.01800	Remove Existing Concrete Curb and Gutter	230	LF	\$11.00	\$2,530.00	\$10.00	\$2,300.00	\$5.00	\$1,150.00	\$5.00	\$1,150.00	\$6.62	\$1,522.60	\$5.00	\$1,150.00
350.01905	Remove and Relocate Existing Streetlight - Complete	1	EA	\$3,100.00	\$3,100.00	\$5,400.00	\$5,400.00	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$3,145.00	\$3,145.00	\$5,000.00	\$5,000.00
351.04000	Relocate Street Sign – Removal of Sign, Post and Base (Salvage Sign Only) and Relocation of Sign on New Post and Base, MCDOT Standard Detail 2060	1	EA	\$800.00	\$800.00	\$520.00	\$520.00	\$600.00	\$600.00	\$450.00	\$450.00	\$406.00	\$406.00	\$200.00	\$200.00
351.46001	Remove Tree (Diameter > 12 inches)	1	EA	\$450.00	\$450.00	\$400.00	\$400.00	\$650.00	\$650.00	\$300.00	\$300.00	\$356.00	\$356.00	\$350.00	\$350.00
401.01000	Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$2,540.00	\$2,540.00	\$4,000.00	\$4,000.00
401.01100	Uniformed Off-Duty Police Officer (Allowance)	1	ALLOW	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
430.00001	Restore Landscape Irrigation	1	LS	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$5,000.00	\$5,000.00	\$1,218.00	\$1,218.00	\$1,200.00	\$1,200.00
462.01100	100 mm (4 inches) White Thermoplastic Traffic Stripe	264	LF	\$6.50	\$1,716.00	\$9.50	\$2,508.00	\$3.65	\$963.60	\$3.00	\$792.00	\$3.50	\$924.00	\$5.00	\$1,320.00
462.01512	Thermoplastic Left Turn Arrow	2	EA	\$340.00	\$680.00	\$153.00	\$306.00	\$250.00	\$500.00	\$150.00	\$300.00	\$254.00	\$508.00	\$150.00	\$300.00
<b>SUBTOTAL</b>					\$89,690.00		\$83,164.00		\$84,380.36		\$80,022.00		\$70,508.20		\$69,756.00
<b>Taxes As Applicable</b>					\$5,700.00		\$5,297.55		\$5,375.03		\$5,097.40		\$4,491.37		\$4,443.46
<b>TOTAL BASED ON UNIT PRICES</b>					\$95,390.00		\$88,461.55		\$89,755.39		\$85,119.40		\$74,999.57		\$74,199.46
<b>TOTAL SUBMITTED BY BIDDER</b>					\$95,390.00		\$88,461.55		\$89,755.39		\$85,119.40		\$74,999.57		\$74,199.46
<b>Required Attachments Included?</b>					Yes		Yes		Yes		Yes		Yes		Yes

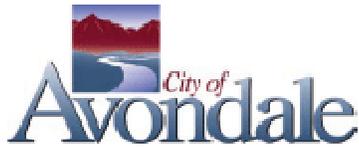
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**CITY OF AVONDALE  
 BID TABULATION SHEET  
 EN13-029 Dysart Road Left Turn Lane Improvements (ST1129)  
 BID DATE: February 7, 2013**

Item No.	Description of Materials and/or Services	Qty	Unit	AJP Electric		ARC		Standard	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
105.80100	Construction Staking, Survey and Layout	1	LS	\$1,400.00	\$1,400.00	\$1,494.29	\$1,494.29	\$1,200.00	\$1,200.00
105.80200	As-built Documentation	1	LS	\$1,175.00	\$1,175.00	\$435.83	\$435.83	\$500.00	\$500.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
109.09010	Mobilization/Demobilization	1	LS	\$2,820.00	\$2,820.00	\$4,358.35	\$4,358.35	\$1,500.00	\$1,500.00
301.01000	Subgrade Preparation	220	SY	\$17.00	\$3,740.00	\$31.70	\$6,974.00	\$28.00	\$6,160.00
310.03275	Aggregate Base Course (12 inches thick)	134	Ton	\$28.00	\$3,752.00	\$30.67	\$4,109.78	\$30.00	\$4,020.00
321.00200	2 inch Asphaltic Concrete Surface Course (12.5 mm Surface Course HV)	25	Ton	\$113.00	\$2,825.00	\$184.30	\$4,607.50	\$198.00	\$4,950.00
321.01300	3 inch Asphaltic Concrete Pavement (19 mm Base Course HV)	37	Ton	\$114.00	\$4,218.00	\$185.10	\$6,848.70	\$195.00	\$7,215.00
329.01000	Emulsified Bituminous Tack Coat	1	Ton	\$1,480.00	\$1,480.00	\$3,113.10	\$3,113.10	\$400.00	\$400.00
340.01159	6" Single Curb, ADOT Standard Detail C-05.10, Type "A"	230	LF	\$16.00	\$3,680.00	\$20.57	\$4,731.10	\$14.00	\$3,220.00
340.04221	Median Concrete Pavers	285	SF	\$8.00	\$2,280.00	\$14.86	\$4,235.10	\$8.00	\$2,280.00
350.01300	Sawcut and Removal of Asphalt Concrete Pavement	60	SY	\$15.00	\$900.00	\$14.53	\$871.80	\$30.00	\$1,800.00
350.01800	Remove Existing Concrete Curb and Gutter	230	LF	\$5.50	\$1,265.00	\$7.04	\$1,619.20	\$7.00	\$1,610.00
350.01905	Remove and Relocate Existing Streetlight - Complete	1	EA	\$1,900.00	\$1,900.00	\$2,988.58	\$2,988.58	\$2,500.00	\$2,500.00
351.04000	Relocate Street Sign – Removal of Sign, Post and Base (Salvage Sign Only) and Relocation of Sign on New Post and Base, MCDOT Standard Detail 2060	1	EA	\$200.00	\$200.00	\$498.10	\$498.10	\$350.00	\$350.00
351.46001	Remove Tree (Diameter > 12 inches)	1	EA	\$500.00	\$500.00	\$560.36	\$560.36	\$300.00	\$300.00
401.01000	Traffic Control	1	LS	\$3,950.00	\$3,950.00	\$3,486.68	\$3,486.68	\$3,500.00	\$3,500.00
401.01100	Uniformed Off-Duty Police Officer (Allowance)	1	ALLOW	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
430.00001	Restore Landscape Irrigation	1	LS	\$565.00	\$565.00	\$498.10	\$498.10	\$600.00	\$600.00
462.01100	100 mm (4 inches) White Thermoplastic Traffic Stripe	264	LF	\$8.50	\$2,244.00	\$9.43	\$2,489.52	\$5.00	\$1,320.00
462.01512	Thermoplastic Left Turn Arrow	2	EA	\$175.00	\$350.00	\$155.66	\$311.32	\$175.00	\$350.00
<b>SUBTOTAL</b>					\$64,244.00		\$79,231.41		\$68,775.00
Taxes As Applicable					\$4,092.34		\$5,047.04		\$4,380.97
TOTAL BASED ON UNIT PRICES					\$68,336.34		\$84,278.45		\$73,155.97
TOTAL SUBMITTED BY BIDDER					\$68,336.34		\$82,278.45		\$73,155.97
Required Attachments Included?					Yes		Yes		Yes

Calculation or Extension Error



# CITY COUNCIL REPORT

**SUBJECT:**

Tower Lease Agreement - Verizon Wireless (VAW)  
LLC

**MEETING DATE:**

February 19, 2013

**TO:** Mayor and Council

**FROM:** Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a new lease agreement with Verizon Wireless (VAW) LLC dba Verizon Wireless to construct a new communication tower, authorize monthly lease payments to the City, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

In 2011, Verizon Wireless approached the City of Avondale with the need to construct a new Personal Wireless Service Facility (PWSF) at the City's Coldwater Booster Station (CWBS) facility which is located at 12533 W. Van Buren Street.

The proposed facility is surrounded to the east by undeveloped land, to the south by the Coldwater Springs residential community, to the north by the Van Buren Street Bridge approach, and to the west by the Agua Fria River with several 230 kV poles. Located immediately adjacent to the northwest corner of the site are three (3) 69kV power poles owned by Arizona Public Service (APS). After much discussion, it was determined that the most appropriate and location for the new PWSF tower was at the northwest corner of the CWBS site. The leased space will be approximately 945 square feet (21' W x 45' D). The perimeter of the leased area will be secured by an 8' high chain link fence at the south and east, and the existing 9'- 6" CWBS perimeter wall to the north and west.

**DISCUSSION:**

On October 1, 2012, City Council granted a Conditional Use Permit (CUP) to Verizon Wireless for the construction of a new PWSF within the enclosed area of the City's CWBS (case PL-12-0137). The CWBS site will remain secured at all times. Routine maintenance for the PWSF will be carried out by Verizon Wireless staff, typically using a standard pickup truck. Access will be provided by a single door at the northwest corner of the CWBS site. An access easement from the CWBS driveway entrance along the multiuse trail has been established. Verizon Wireless will be responsible to repair any damage they cause to the existing City facilities while accessing the leased area. Special maintenance at the PWSF requiring larger equipment and vehicles shall be coordinated with City staff to allow access through the CWBS main gate. Although the City has retained the right to mount City communications equipment on the pole at no additional cost to the City, there is no immediate desire to do so at this time.

**BUDGETARY IMPACT:**

The term of the lease is five (5) years, with three (3) renewable five (5) year extensions for a total of a possible twenty-year lease agreement. After ten (10) years, the pole will be granted to the City at no cost.

The base rent is \$1,250 per month for the first year and will increase 4% each year thereafter through the term of the lease agreement.

In the event a provider wants to co-locate on the same pole, the City will collect \$250 additional per month through the duration of the co-location from the lessee. If additional land is required for the potential co-locator a separate lease agreement with the City for that land would be required at that time.

There are no capital expenditures anticipated by the City.

**RECOMMENDATION:**

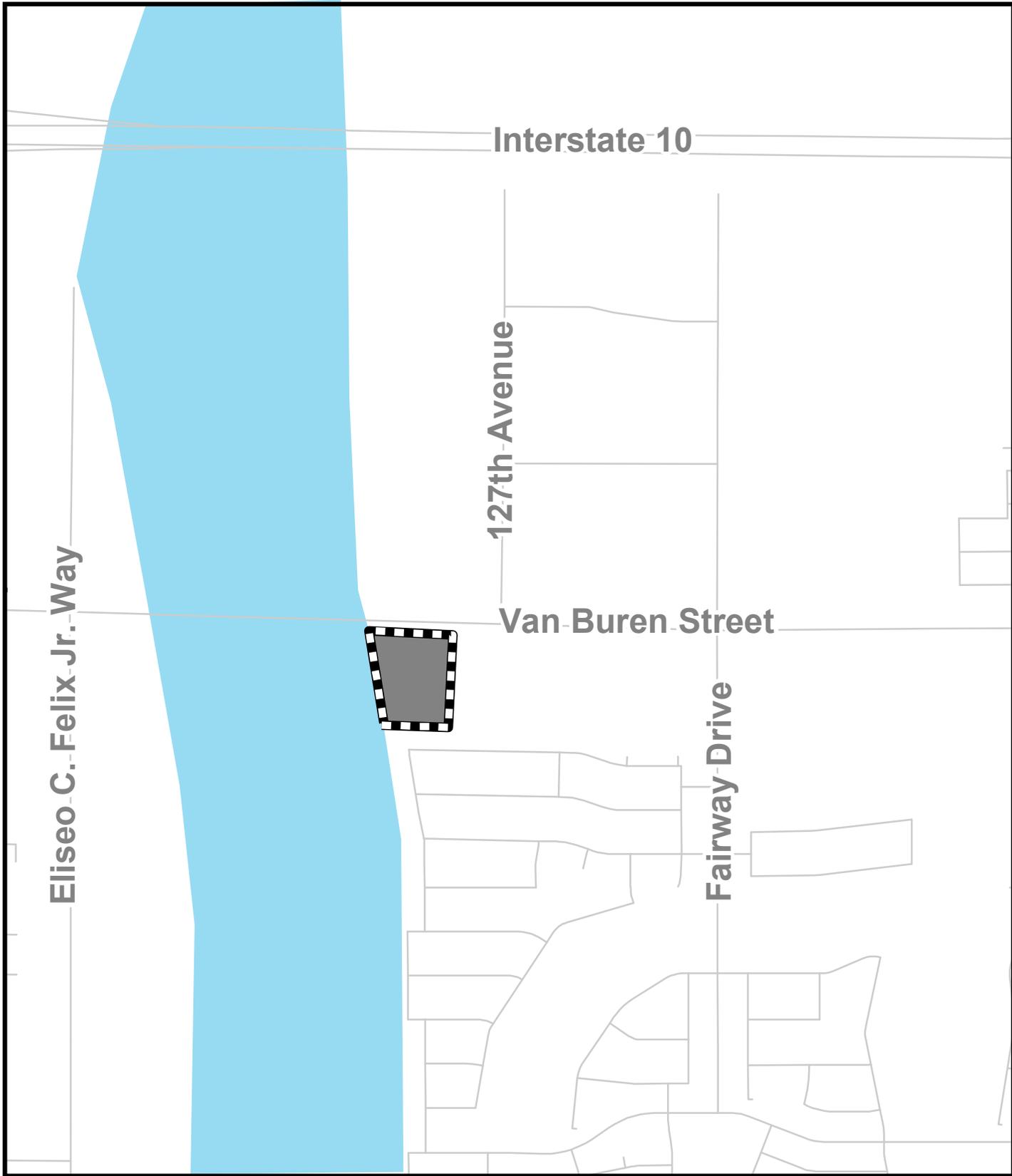
Staff recommends that the City Council approve a new lease agreement with Verizon Wireless (VAW) LLC dba Verizon Wireless to construct a new communication tower, authorize monthly lease payments to the City, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[Vicinity Map](#)

[Tower Lease Agreement](#)



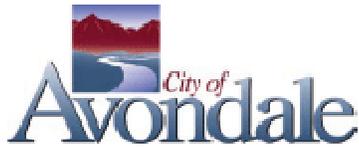
**Subject Property**



DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/31594>



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3092-213 - Intergovernmental Agreement with Maricopa County for Digital Aerial Ortho-Photography

**MEETING DATE:**

February 19, 2013

**TO:** Mayor and Council

**FROM:** Wayne Janis, P.E., Public Works Director, 623-333-4400

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Office of Enterprise Technology (OET) of Maricopa County for the purpose of cost sharing digital aerial ortho-photography.

**BACKGROUND:**

Since December of 2000, the Office of Enterprise Technology (OET) of Maricopa County has been acquiring digital ortho-rectified aerial photography with a horizontal accuracy of plus or minus five feet. This accuracy is necessary for the OET's regulatory and technical responsibilities. The OET's specifications require the ground control used for acquiring the photos be the GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) generated by the Maricopa County Department of Transportation. Airborne GPS is used to control the project and a ground size pixel of 0.8 feet and 0.32 feet is specified depending on the location to be acquired. Data is delivered in Mr. Sid and TIFF format.

For several years the City has partnered with OET to cost-share in the acquisition of the photography in the geographic area included within the City's planning boundary. The aerial imagery has been used by the City for dozens of projects including pavement management, pavement strip digitizing, sidewalk inventoring, and as a solid base layer. Nearly every city department routinely requests mapping products that include a base of aerial photography.

**DISCUSSION:**

The proposed Intergovernmental Agreement establishes a three-year agreement that will allow the City to share the cost of purchasing the high resolution aerial photography covering the entire city planning boundary. The agreement also has provisions to extend an additional three years provided both parties are still in agreement. The images will be provided once per year. The total cost per year for the area being requested is estimated at \$12,600. The cost to the City is one half the total cost, or approximately \$6,300.

**BUDGETARY IMPACT:**

Funding for this item is available in the Water Operating Budget, line item 501-9111-00-6190.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Office of Enterprise Technology (OET) of Maricopa County for the purpose of cost sharing aerial digital ortho-photography, and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

## ATTACHMENTS:

Click to download

[Resolution 3092-213](#)

**RESOLUTION NO. 3092-213**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO DIGITAL AERIAL ORTHOPHOTOGRAPHY.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with the Office of Enterprise Technology of Maricopa County relating to data sharing of digital aerial ortho-photography (the "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, February 19, 2013.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3092-213

(Agreement)

See following pages.

When Recorded Return to:  
Office of Enterprise Technology  
Maricopa County  
301 S. 4th Avenue, Suite 200  
Phoenix, AZ 85003

**Intergovernmental Agreement**  
for the  
**Data Sharing**  
of  
**Digital Aerial Ortho-Photography**  
between the  
**Office of Enterprise Technology (OET) of Maricopa County**  
and the  
**City of Avondale**  
  
**IGA OET 2012A001**

**Agenda Item:** \_\_\_\_\_

This Intergovernmental Agreement (IGA) is entered into by and between the Office of Enterprise Technology (OET) at Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Supervisors hereinafter called the COUNTY and the City of Avondale, Arizona, a municipal corporation and political subdivision of the State of Arizona, acting by and through its City Council hereinafter called the CITY.

This Agreement shall become effective as of the date it has been executed by all parties and recorded in the office of the Maricopa County Recorder.

**DATE FILED WITH MARICOPA COUNTY RECORDER** \_\_\_\_\_

## **STATUTORY AUTHORIZATION**

1. The COUNTY is empowered by Arizona Revised Statutes Section 11-952, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the COUNTY.
2. The CITY is empowered by Arizona Revised Statutes Section 11-952, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

## **BACKGROUND**

3. Since December of 2000, the COUNTY has been acquiring digital ortho-rectified aerial photography. The COUNTY's acquisition of the imagery is hereinafter called the PROJECT. Imagery acquired by the COUNTY for the 2012-2013 fiscal year represents year one (1) of the PROJECT. The ground control used for the PROJECT will be the GEODETIC DENSIFICATION AND CADASTRAL SURVEY generated by the Maricopa County Department of Transportation and is hereinafter called the GDACS points. Airborne GPS will be used to control the PROJECT. A ground size pixel resolution of 0.81 ft. and 0.25 ft. is specified depending on the location to be acquired. Data is being delivered in Mr. Sid and TIFF format.
4. Each year of the PROJECT, and when the PROJECT is complete, the information will be used to accurately depict features on the ground as of the date of flight. Uses include parcel valuation by the Assessor's office and floodplain determinations by the Flood Control District.

## **PURPOSE OF THE AGREEMENT**

5. The purpose of this Agreement is to identify and define the responsibilities of the COUNTY and the CITY for the cost sharing and data sharing of the PROJECT.

## **TERMS OF AGREEMENT**

6. The CITY shall direct the COUNTY as to which areas it needs photographed and in what resolutions. The parties shall share the costs associated with the photography of the area, as shown on EXHIBIT "A", according to the terms set forth in this Section 6. For high resolution photography (0.25 feet per pixel), the CITY shall pay \$100.00 per tile and the COUNTY shall pay \$44.00 per tile, for a total cost of \$144.00 per tile. For low resolution photography (0.83 feet per pixel), the CITY shall pay \$9.00 per tile and the COUNTY shall pay \$9.00 per tile, for a total cost of \$18.00 per tile. The approximate cost to the CITY is \$6,300 per year, for approximately 57 high resolution and 65 low resolution tiles, for a total approximate cost of \$37,800 over the six (6) year term of the PROJECT.

7. The COUNTY shall:

- 7.1 Be responsible for the acquisition of the ortho-photography from the contractor, managing the contract, and delivering the final product to the CITY.
- 7.2 Provide a cost summary for all ortho-photography acquired for the CITY for review prior to invoicing the CITY for their cost share obligation.
- 7.3 Invoice the CITY for its share of the PROJECT after the CITY has conducted its review and after any CITY comments regarding the PROJECT have been resolved to its satisfaction.

8. The CITY shall:

- 8.1 Reimburse the COUNTY for the CITY's share of the PROJECT, within thirty (30) calendar days of receipt of the invoice.
- 8.2 Review and provide comments on the photography within three (3) weeks of receipt of the deliverables.
- 8.3 Be responsible for performing quality control of the final products.

9. In the case of any dispute over any items in this Agreement, the parties agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the parties to seek any remedies provided by law.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

TO COUNTY:

Geographic Information Officer  
Office of Enterprise Technology  
Maricopa County  
301 S 4th Avenue, Suite 201  
Phoenix, AZ 85003

TO CITY:

City of Avondale  
GIS Manager  
11465 W Civic Center Drive  
Avondale, AZ 85323

WITH COPY TO:

Gust Rosenfeld, P.L.C.  
Andrew J. McGuire  
One East Washington Street, Suite 1600  
Phoenix, AZ 85004

11. After CITY has completed its review and payment has been received by the COUNTY for the CITY funding share, the CITY is free to provide printed copies to the general public and may provide digital photos to consultants working with the CITY, without any additional

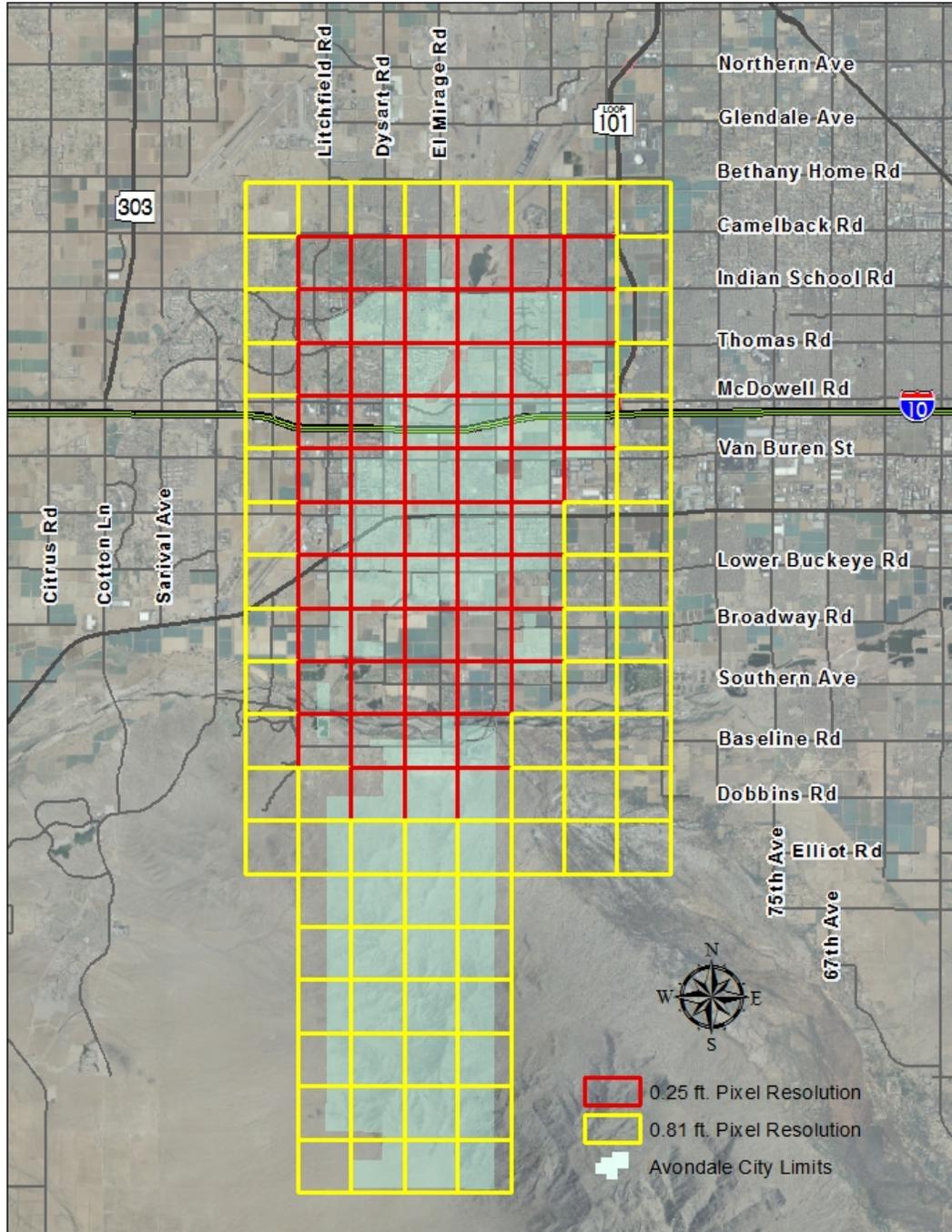
reimbursement to the COUNTY. If the CITY chooses to terminate this Agreement as provided for in Paragraph 15 prior to making payment, the CITY shall have no ownership interest in the PROJECT photos and shall return all photos to the COUNTY.

12. Each party to this Agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with this PROJECT, including but not limited to the following unless specifically identified otherwise in this Agreement: inspection, management, and administration. Each party shall establish and maintain its own budget under this Agreement.
13. The COUNTY has contracted with the ortho-photography contractor to supply aerial imagery once per year during years one (1), two (2) and three (3) of the PROJECT with the option of extending the contract for an additional three years to include years four (4), five (5) and six (6). The term of this Agreement shall expire upon completion of year three (3) of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement.
14. If the COUNTY exercises its option to extend the PROJECT contract for an additional three (3) years to include years four (4), five (5) and six(6), this Agreement may be extended by three (3) years by mutual written agreement of the Director of Enterprise Technology for the COUNTY and the City Manager of the CITY.
15. Upon mutual written agreement of both parties this Agreement may be amended or terminated. Upon termination of this Agreement, property used to provide the above stated services which belong to the COUNTY or CITY shall within a reasonable time period, not to exceed thirty (30) days, be returned to the respective owner.
16. This Agreement is subject to cancellation by any party pursuant to the provisions of Arizona Revised Statutes Section 38-511.
17. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
18. If legislation is enacted after the effective date of this Agreement which changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of any party.
19. 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 subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this 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. 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 Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 and 35-393, as applicable. If 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.
21. 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 Consultant 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 Consultant shall be relieved of any subsequent obligation under this Agreement.

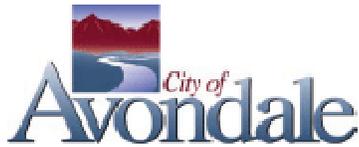
# EXHIBIT "A"



22.







# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1512-213 - Utility Easement and an Operation and Maintenance Access Easement to Verizon Wireless

**MEETING DATE:**

February 19, 2013

**TO:** Mayor and Council

**FROM:** Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance granting a utility easement and an operation and maintenance access easement to Verizon Wireless (VAW) LLC dba Verizon Wireless to serve the Verizon Wireless lease parcel area and cell tower located in the City's Coldwater Booster Station on the south side of Van Buren Street just east of the Agua Fria River Bridge, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

**DISCUSSION:**

In 2011, Verizon Wireless approached the City of Avondale with the need to construct a new Personal Wireless Service Facility (PWSF) at the City's Coldwater Booster Station (CWBS) facility located at 12533 W. Van Buren Street. It was determined that the most appropriate location for the new PWSF tower was at the northwest corner of the CWBS site.

On October 1, 2012, City Council granted a Conditional Use Permit (CUP) to Verizon Wireless for the construction of a new PWSF within the enclosed area of the City's CWBS (case PL-12-0137). As a separate agenda item on tonight's City Council meeting, staff will be seeking City Council's approval of the Tower Lease Agreement with Verizon Wireless.

In order to construct, operate and maintain the PWSF, Verizon Wireless will need access to the area. Both easements have the same footprint and consist of 8 foot wide; 5 foot wide and 4 foot wide strips meandering along the north side of the approximate 500 foot wide Lot One of Coldwater Place, the Coldwater Booster Station Site. The identical easements cover the same 4,400 square foot area and access the 21 foot by 45 foot rectangular wireless tower lease parcel within the northwest corner.

**BUDGETARY IMPACT:**

The granting of the utility easement and maintenance and operations access easement to Verizon Wireless located in the City's Coldwater Booster Station on the south side of Van Buren Street just east of the Agua Fria River will have no budgetary impact on the City.

**RECOMMENDATION:**

Staff recommends the City Council adopt an ordinance granting a utility easement and an operation and maintenance access easement to Verizon Wireless (VAW) LLC dba Verizon Wireless to serve the Verizon Wireless lease parcel area and cell tower located in the City's Coldwater Booster Station on the south side of Van Buren Street just east of the Agua Fria River Bridge, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

## ATTACHMENTS:

Click to download

[Ordinance 1512-213](#)

**ORDINANCE NO. 1512-213**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING EASEMENTS TO VERIZON WIRELESS FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF WIRELESS COMMUNICATION FACILITIES.

**WHEREAS**, the City of Avondale (the “City”) has negotiated a lease agreement (the “Lease Agreement”) with Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless (“Verizon Wireless”) to construct, operate and maintain wireless communication facilities (the “Communication Facilities”) on a site located within the City’s Van Buren Water Facility (the “Water Facility”); and

**WHEREAS**, the City desires to grant to Verizon Wireless, contemporaneously with the Lease Agreement, easements to cross portions of the Water Facility and other adjacent City-owned property for (i) the installation and maintenance of underground utility wires, cables, conduit and pipes and (ii) the right of entry to access, operate and maintain the Communication Facilities.

**NOW, THEREFORE, BE IT ORDAINED** 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. Utility easements, in a form approved by the City Attorney, are hereby granted to Verizon Wireless over the area described and depicted in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. Maintenance and operations access easements, in a form approved by the City Attorney, are hereby granted to Verizon Wireless over the area described and depicted in Exhibit B, attached hereto and incorporated herein by reference.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE)

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 19, 2013.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1512-213

[Utility Easements Legal Descriptions and Map]

See following pages.

**LEGAL DESCRIPTION FOR  
COLDWATER SPRINGS 4 FOOT WIDE UTILITY EASEMENT**

A 4.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID LOT ONE BEARS SOUTH 88°22'22" EAST A DISTANCE OF 497.81 FEET; THENCE SOUTH 88°22'22" EAST, ALONG THE NORTH LINE OF SAID LOT ONE, 72.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 75.43 FEET TO A POINT HEREON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 01°42'30" WEST, 5.43 FEET; THENCE NORTH 88°19'56" WEST, 30.26 FEET TO THE POINT OF TERMINUS.

ALSO BEGINNING FROM SAID POINT "A"; THENCE SOUTH 88°17'45" EAST, 26.18 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO TERMINATE UPON THE NORTH LINE OF SAID LOT ONE.



Title: UTILITY EASEMENTS  
Project #: PHO COLDWATER SPRINGS  
Date: 01/10/13  
Page: 1 OF 4



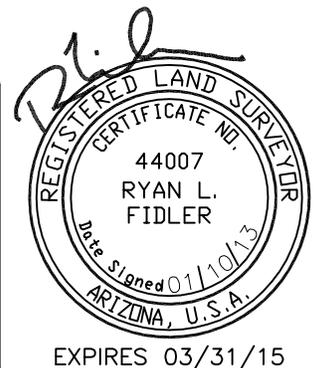
**LEGAL DESCRIPTION FOR  
COLDWATER SPRINGS 5 FOOT WIDE ACCESS  
AND UTILITY EASEMENT**

A 5.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET; THENCE SOUTH 01°39'57" WEST, 4.00 FEET; THENCE SOUTH 88°17'30" EAST, 2.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 34.55 FEET TO THE POINT OF TERMINUS.



Title: UTILITY EASEMENTS  
Project #: PHO COLDWATER SPRINGS  
Date: 01/10/13  
Page: 2 OF 4



**LEGAL DESCRIPTION FOR  
COLDWATER SPRINGS 8 FOOT WIDE ACCESS  
AND UTILITY EASEMENT**

A 8.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 4.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO TERMINATE UPON THE NORTH LINE OF SAID LOT ONE.



Title: UTILITY EASEMENTS  
Project #: PHO COLDWATER SPRINGS  
Date: 01/10/13  
Page: 3 OF 4

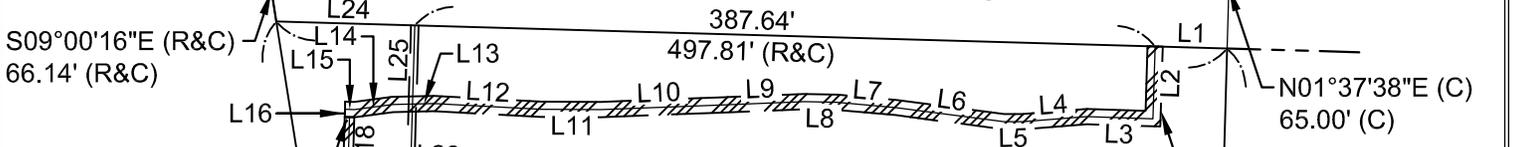


NORTH QUARTER CORNER  
SECTION 11, T-1N, R-1W  
FOUND M.C. BRASS CAP FLUSH

NORTHEAST CORNER  
SECTION 11, T-1N, R-1W  
FOUND M.C. BRASS CAP IN HAND HOLE

S88°22'22"E (BASIS OF BEARINGS) (R&M) 2638.76' (R&M)  
510.01'

# VAN BUREN STREET



LINE TABLE		
LINE	LENGTH	BEARING
L1	37.65'	N88°22'22"W
L2	37.85'	S01°42'27"W
L3	34.70'	N88°17'30"W
L4	33.63'	S85°38'41"W
L5	9.89'	N90°00'00"W
L6	56.81'	N82°33'02"W
L7	31.18'	N84°56'43"W
L8	17.20'	N89°00'00"W
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L14	20.03'	S82°16'51"W
L15	5.00'	N88°17'30"W
L16	4.00'	S01°39'57"W
L17	2.50'	S88°17'30"E
L18	34.55'	S01°42'30"W
L24	72.51'	S88°22'22"E
L25	75.43'	S01°42'30"W
L26	5.43'	S01°42'30"W
L27	30.26'	N88°19'56"W
L28	26.18'	S88°17'45"E

PROPOSED LESSEE  
5' WIDE ACCESS/  
UTILITY EASEMENT

PROPOSED LESSEE  
4' WIDE UTILITY  
EASEMENT

PROPOSED LESSEE  
8' WIDE ACCESS/  
UTILITY EASEMENT



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

**rlf**

Consulting, llc  
Land Survey & Mapping  
6777 North Rural Road, Suite, 101  
Tempe, AZ 85283  
p. 480.510.3668 | f. 480.839.0200  
www.rlfconsulting.com

Title: UTILITY EASEMENTS

Project #: PHO COLDWATER SPRINGS

Date: 01/10/13

Page: 4 OF 4



EXPIRES 03/31/15

EXHIBIT B  
TO  
ORDINANCE NO. 1512-213

[Maintenance and Operations Access Easements Legal Descriptions and Map]

See following pages.

**LEGAL DESCRIPTION FOR  
COLDWATER SPRINGS 8 FOOT WIDE ACCESS  
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Title: MAINTENANCE AND  
OPERATIONS ACCESS  
EASEMENT  
Project #: PHO COLDWATER SPRINGS  
Date: 01/10/13  
Page: 1 OF 3



**LEGAL DESCRIPTION FOR  
COLDWATER SPRINGS 5 FOOT WIDE ACCESS  
AND UTILITY EASEMENT**

A 5.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET; THENCE SOUTH 01°39'57" WEST, 4.00 FEET; THENCE SOUTH 88°17'30" EAST, 2.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 34.55 FEET TO THE POINT OF TERMINUS.



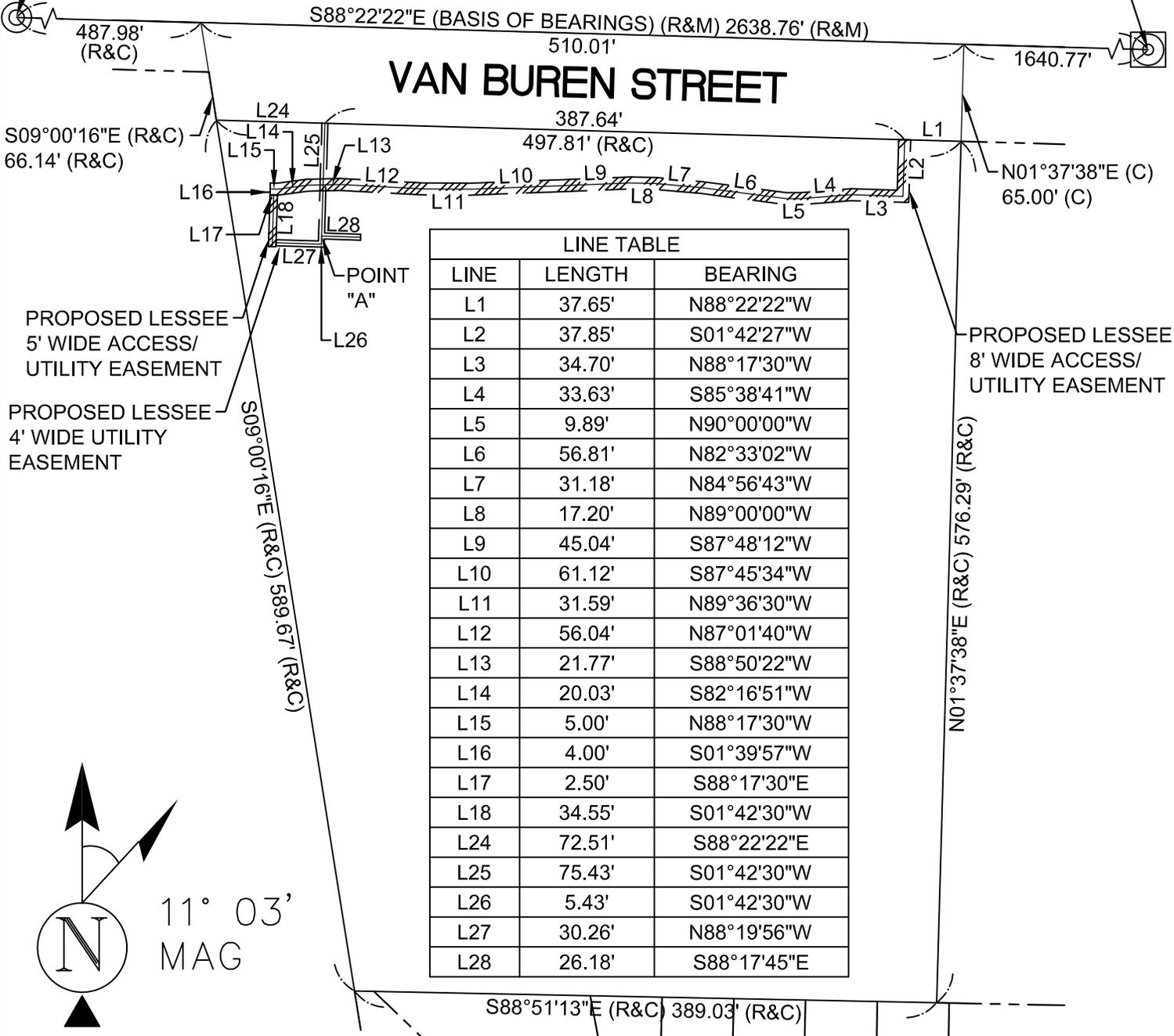
Title: MAINTENANCE AND OPERATIONS ACCESS EASEMENT  
Project #: PHO COLDWATER SPRINGS  
Date: 01/10/13  
Page: 2 OF 3



NORTH QUARTER CORNER  
SECTION 11, T-1N, R-1W  
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NORTHEAST CORNER  
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GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

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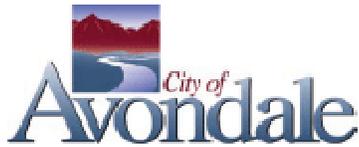
Title: MAINTENANCE AND OPERATIONS ACCESS EASEMENT

Project #: PHO COLDWATER SPRINGS

Date: 01/10/13

Page: 3 OF 3

EXPIRES 03/31/15



# CITY COUNCIL REPORT

**SUBJECT:**

Update on the National Pollution Discharge Elimination System (NPDES) Phase II MS4 Permit

**MEETING DATE:**

February 19, 2013

**TO:** Mayor and Council

**FROM:** Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will update the Mayor and City Council on the status of the National Pollution Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit and the implementation of the Stormwater Management Plan (SWMP).

**BACKGROUND:**

In 1987, Congress amended the Clean Water Act (CWA) to add Stormwater Pollution Prevention into the NPDES program. The Arizona Department of Environmental Quality (ADEQ) worked with the United States Environmental Protection Agency (USEPA) to develop a program to address storm water runoff in Arizona municipalities. Under this program, all municipalities which have storm drains must apply for a NPDES MS4 permit.

**DISCUSSION:**

In March 2003, Avondale received their NPDES Phase II MS4 permit. The permit is to be renewed and if necessary, updated every 5 years. As a requirement of the permit, Avondale created a Stormwater Management Plan (SWMP). Avondale's SWMP consists of six (6) Minimum Control Measures (MCMs), each of which consists of a group of Best Management Practices (BMPs). The BMPs are measurable and must be reported annually to ADEQ. The City has reported annually since 2003 and to date, has not received any concerns from ADEQ.

ADEQ has been in the process of modifying the requirements for the MS4 permits. The City's current NPDES Phase II MS4 permit was due for renewal in 2008. However, due to the proposed modifications to the Phase II MS4 permit requirements, the City's permit has been administratively continued. Staff recently submitted the City's 2012 Annual Report and received confirmation from ADEQ that the City remains in compliance with their permit.

ADEQ has completed the modifications to the Phase I MS4 permit. In all cases, permit requirements are more stringent and entail additional monitoring and water quality inspection. It is anticipated that the modifications to the Phase II MS4 permit will be similar to those of the Phase I MS4 permit resulting in a more stringent permit. ADEQ will hold informational workgroup meetings this year with the Phase II municipalities in order to finalize the permit by mid-2014.

The additional requirements of the revised permit have led several cities to hire additional staff in order to remain in compliance. Due to the City implementing a \$1 environmental fee per water meter, Avondale is prepared to handle the forecasted additional requirements. Currently, one (1) staff member has been hired to coordinate and implement the NPDES Phase II MS4 permit. The funding received through the assessed environment fee will also cover additional capital purchases including vector trucks and water quality monitoring stations.

**BUDGETARY IMPACT:**

Funding for the NPDES/Environmental Program is available in Development Services and Engineering Department's Operating Budget line item, 245-5927.

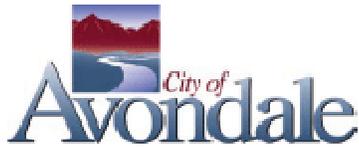
**RECOMMENDATION:**

This item is presented for information, discussion and Council direction.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Update on the City's Sustainability Plan and Related Projects

**MEETING DATE:**

February 19, 2013

**TO:** Mayor and Council

**FROM:** Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will update the Mayor and City Council on the status of the City's current sustainability projects, as well as discuss the development of the City's Municipal Sustainability Plan.

**BACKGROUND:**

Avondale is committed to becoming a more sustainable City. This is demonstrated through the City's recently-adopted 2030 General Plan, as well as Council's creation of the Energy, Environment and Natural Resources Commission (EENRC) in 2008. The vision is further reinforced in several City Council goals, including:

- Environmental Leadership
- Quality of Life
- Transportation Management
- Community Involvement

Avondale recently hired an Environmental Program Manager to develop and implement the sustainability initiatives envisioned by Council and the community. The Development Services and Engineering Department also has a staff member who is a Certified Sustainable Building Advisor.

**DISCUSSION:**

The City has many sustainability initiatives that span all City departments and involve many staff members. However, all the initiatives and projects have not yet been quantified in one (1) location or organized as a comprehensive plan with a common vision. Most of these initiatives and projects have been enabled through grants or staff recommendations to change processes. Many of the larger projects have been funded through the United States Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant (EECBG). Below is an update on the City's most recent and significant projects.

Solar Demonstration Project - This project included the installation of a 12 kilowatt photovoltaic (solar) system on a parking structure approximately 20 yards west of the Civic Center Library. The project also includes educational kiosks and wall-mounted video screens in the City Hall lobby and the Civic Center Library lobby. The kiosks and screens provide viewers with information on system output, solar energy basics, installation considerations, and financing options. The system was commissioned by SRP on January 31, 2013. This project is complete and finished within budget.

Electric Vehicle (EV) Charging Stations - Staff is in the process of investigating installation options for electric vehicle charging stations on City-owned properties. The City is considering partnering with ECOtality, Inc. through the EV Project which is funded by DOE's Transportation Electrification

Program. Under this arrangement, ECOTality would provide and maintain Level 2 electric vehicle chargers at City specified locations. Level 2 chargers generally charge vehicles within 2-4 hours. Staff has identified three (3) potential charging locations based on infrastructure, use patterns, and geographic distribution. The potential locations are City Hall, Civic Center Library, and the Municipal Operations Service Center (MOSC). At the direction of the EENRC, staff is also investigating an additional location at the Northwest Public Safety Facility (NWPSF) to improve geographic distribution of the City's charger network.

In addition to the Level 2 charging stations, ECOTality and DOE are considering placing a Level 3 charging station regionally near the American Sports Center (ASC). The Level 3 charging station charges vehicles much more quickly. Staff will keep City Council informed on the status of the EV charging stations.

Energy Star Portfolio Manager (ESPM) Software Platform - Staff is in the process of configuring the City's Civic Center buildings into the Energy Star Portfolio Manager (ESPM) software platform. ESPM is provided by the United States Environmental Protection Agency (USEPA), and allows users to monitor energy use, analyze building performance, and assess investment opportunities using detailed data. Qualified buildings that are at least 75% more efficient than similar buildings nationwide are also eligible to receive the USEPA's coveted Energy Star Rating. Staff has nearly completed set-up for four (4) City buildings (City Hall, Civic Center Library, the Courthouse, and Police Station) in ESPM, and plans to add additional buildings in the near future. ESPM also allows for easy entry into energy efficiency comparison competitions between similarly-sized buildings. The City plans to enter the Greater Phoenix BOMA Kilowatt Krackdown in 2013 competition.

Avondale's Municipal Sustainability Plan (MSP) - The City currently operates several sustainability-related projects inclusive and in addition to those mentioned above. However, the City also recognizes that without a plan to coordinate and guide their action, achieving sustainability across the organization will be difficult. For these reasons, the City is embarking on the creation of a MSP to assess the organization's current sustainability actions, create a vision for the future, and implement a process to determine priorities, select projects, and monitor progress over time. The MSP will target city-owned and managed properties, policies, and practices, with the potential to expand to a community-wide effort in the future. MSP efforts are being led by Daniel Culotta and Paul Lopez in the Development Services and Engineering Department under guidance from City Council, the EENRC, and the City Manager's Office. In the near future, staff will be scheduling interviews with key members of each department to gain an organization-wide view of the City's current sustainability actions.

#### **BUDGETARY IMPACT:**

There is no immediate budgetary impact for these projects. Staff anticipates seeking City Council approval of a contract with ECOTality, Inc. for the EV stations in the near future.

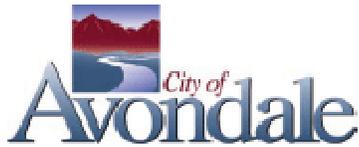
#### **RECOMMENDATION:**

This item is presented for information, discussion, and Council direction.

#### **ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Addendum No. 1 to the Memorandum of Understanding - Avondale Police Association

**MEETING DATE:**

February 19, 2013

**TO:** Mayor and Council

**FROM:** David Fitzhugh, Assistant City Manager (623) 333-1014

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff requests that the City Council approve Addendum No. 1 to the Memorandum of Understanding (MOU) between the City of Avondale and the Avondale Police Association (AvPA) developed pursuant to Ordinance 1323-808 and authorize the City Manager and City Clerk to execute the documents related to this agreement.

**BACKGROUND:**

The City Council adopted Ordinance 1323-808 on August 8, 2008 prescribing the process by which recognized employee organizations can address certain issues of concern. Through the Ordinance, eligible employees were granted the right to be represented by an employee organization certified as an exclusive representative. The City Council approved the Memorandum of Understanding (MOU) on February 21, 2012 that reached complete agreement, concerning wages, hours, and benefits, as allowed by the Ordinance. The AvPA's main goal in the initial meet and confer process was to establish a step system with placement of their members in the appropriate step based on years in rank.

Due to financial constraints, the city could not place all employees in the appropriate step in a single fiscal year. Represented employees were, for the 1st year of the agreement, placed at the step nearest their current pay without loss plus additional steps to equal their years in rank up to a maximum of three steps inclusive of the initial step. Sergeants whose salary was less than the first step of the plan were placed at step 1 of the sergeants step plan. Finally, the executed MOU included a provision to reopen the contract to negotiate base wages only for FY 13-14 with the intent to complete the process of moving members to the appropriate step based on years in rank.

The Association submitted their request to meet and confer for Fiscal Year 2013-2014 to the City Manager within the prescribed time frame. Negotiations between the Association members and management began January 2, 2013 utilizing Interest Based Bargaining methods, facilitated by a staff member from the Federal Mediation and Conciliation Council.

**DISCUSSION:**

Section 4 of the MOU is amended by deleting and replacing Section 4.1 Base Wage Rate with Addendum No. 1 to the MOU which substantially places employees in the step relevant to their years in rank. The methodology used is found in Addendum's Appendix A - Police Wage Scale Implementation Guide and Appendix B - Police Staffing Wage Estimates. Exceptions to this methodology apply to members whose existing step exceeds their years in rank due to previous work experience (lateral hires), granting a 1 step increase to employees already at the appropriate step and probationary employees who will receive a step increase upon successful completion of their probation.

The meet and confer negotiations were concluded and a draft Addendum No. 1 to the Memorandum of Understanding was reviewed by the City's labor attorney and distributed to all parties on January 29, 2012. The AvPA presented the Addendum to their membership and obtained ratification the week of February 4, 2012. The Addendum substantially completed the process of placement of police officers and sergeants in the step plan based on years in rank. It also formalized policies for step placement of original hire and promotional probationary employees upon successful completion of their probation.

Addendum No. 1 to the Memorandum of Understanding is in effect from July 1, 2013 until midnight June 30, 2014. The meet and confer process may resume in the fall of 2013 to discuss potential issues for the contract period 2014-2016.

**BUDGETARY IMPACT:**

The Finance and Budget Department estimated the financial impact of this agreement to be approximately \$338,107. The City Manager will include this cost in his upcoming proposed budget to the City Council.

The proposed 2013-14 budget will also include an increase in City contributions to the Public Safety Retirement System estimated to be \$71,100 for Police Department represented employees. This increase was not included in the negotiations but is an additional expense to be addressed in the proposed budget.

**RECOMMENDATION:**

Staff recommends the City Council approve Addendum No. 1 to the Memorandum of Understanding (MOU) between the City of Avondale and the Avondale Police Association (AvPA) developed pursuant to Ordinance 1323-808 and authorize the City Manager and City Clerk to execute the documents related to this agreement.

**ATTACHMENTS:**

Click to download

[Addendum No. 1 AvPA MOU](#)

**Addendum No. 1**

**Memorandum of Understanding**

**July 2012-June 2014**

**City of Avondale and the Avondale Police Association**

**Effective Date: July 1, 2013**

**RECITALS**

- WHEREAS: The Avondale Police Association desired modification of wages within the Memorandum of Understanding; and
- WHEREAS: The City of Avondale waived all deficiencies in the petition and requests, and City Management considered the requests; and
- WHEREAS: The Avondale Police Association raised issues concerning member compensation; and
- WHEREAS: The parties agree and understand that compensation, by its very nature, will never perfectly and accurately reflect each individual's contribution; and
- WHEREAS: The parties both desired to engage in accordance with the city ordinance (interest based) process that would best compensate the class members in a systematic manner that is also fair and equitable to other City employees; and
- THEREFORE, Pursuant to the 2012-2014 Memorandum of Understanding and the governing Ordinance, the parties have reached consensus on the following Addendum to Section 4.1.

1. Section 4.1 Base Rate of Pay in the 2012-2014 Memorandum of Understanding between the City of Avondale and the Avondale Association of Police Officer and Police Sergeant is hereby deleted in its entirety and replaced with the following:

**Section 4.1 Base Rate of Pay**

- A. The positions represented by this Memorandum of Understanding (MOU) are police officer and police sergeant. For the fiscal year July 1, 2013 through June 30, 2014, represented members will progress through the step plan as shown in Appendix A – Police Wage Scale Implementation Guide and Appendix B – Police Staffing Wage Estimates. The table below lists the hourly base wage rate of pay, excluding any specialty, differential pay or stipends for each of the positions covered by this MOU. Each increment represents a 2.5% increase in the hourly base wage rate.

<b>Increments</b>	<b>Officer Hourly Base Wage</b>	<b>Sergeant Hourly Base Wage</b>
Step 1 – Minimum	\$23.00	\$33.83
Step 2	\$23.58	\$34.68
Step 3	\$24.17	\$35.55
Step 4	\$24.77	\$36.44
Step 5	\$25.39	\$37.35
Step 6	\$26.02	\$38.28
Step 7	\$26.67	\$39.24
Step 8	\$27.34	\$40.22
Step 9	\$28.02	\$41.23
Step 10	\$28.72	\$42.26
Step 11	\$29.44	\$43.32
Step 12	\$30.18	\$44.40
Step 13	\$30.93	
Step 14	\$31.70	
Step 15	\$32.49	
Step 16	\$33.30	

- B. The attached Appendix B represents the estimated placement of the represented members in the plan and total estimated cost of implementation based on the their base wage rate and years in rank on record at the time Appendix B was prepared and projected through the term of the MOU. This Amendment No. 1 represents the total adjustments to the AvPA members base wage rate for the remaining term of the MOU.
- C. Continuation of Base Rate of Pay Conversion from Open Ranges to the Step System, Completing Probation, Promotional Placement and Progression through the Steps.
  - a. Unrepresented probationary hires that are on original probation as of July 1, 2013, will not adhere to the Appendix A methodology. These

employees will be assigned to the minimum of their classification. Upon successful completion of their original probationary period the employee will receive a one-step increase on the first pay period following completion of probation.

- b. Lateral non-represented probationary hires that are on original probation as of July 1, 2013 will be placed in the plan in accordance with their negotiated base wage rate at the time of hire. Upon successful completion of their original probationary period the employee will receive a one-step increase on the first pay period following completion of probation.
  - c. When represented employees are promoted to the rank of sergeant they will be placed in step one of the sergeant pay range. Upon successful completion of probation said employee will move to step two of the sergeant pay range.
  - d. Increments in the table above reflect annual progression through the range if a unit member meets required performance standards (“meets standards”), funding is available and authorization is provided by the Avondale City Council. Progression is effective the first pay period of the fiscal year.
- D. While the Avondale Police Association seeks to have the pay of represented member reflect their years in rank, there are other City policies and practices that impact a unit members pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every represented member will, at all times, be in a step that reflects the unit member’s years in rank.

IN WITNESS WHEREOF, the parties have set their hand this \_\_\_ day of \_\_\_\_\_ 2013.

CITY OF AVONDALE  
By:

AVONDALE POLICE ASSOCIATION  
By:

\_\_\_\_\_  
Charlie McClendon, City Manager

\_\_\_\_\_  
Paul Herrmann, AvPA President

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

# **APPENDIX “A”**

## **Police Wage Scale Implementation Guide**

**Fiscal Year 2013-2014**

City of Avondale  
Police Wage Scale

This scale defines base pay only. Movement within the wage scale for FY 2013-14 will be based on each member's respective grade and years in the rank as of 7/1/2013 unless the member's current step within their grade exceeds years in rank, in which case one step will be granted up to the maximum step within the grade.

If	And				Or	
Position	Years in Rank	Current Step	New Step	New Base Rate	Current Step	New Step*
p53-Police Officer	<1	1	1	23.00	>1 and <16	Current Step + 1
	>=1.5 and <2.5	<2	2	23.58	>=2 and <16	Current Step + 1
	>=2.5 and <3.5	<3	3	24.17	>=3 and <16	Current Step + 1
	>=3.5 and <4.5	<4	4	24.77	>=4 and <16	Current Step + 1
	>=4.5 and <5.5	<5	5	25.39	>=5 and <16	Current Step + 1
	>=5.5 and <6.5	<6	6	26.02	>=6 and <16	Current Step + 1
	>=6.5 and <7.5	<7	7	26.67	>=7 and <16	Current Step + 1
	>=7.5 and <8.5	<8	8	27.34	>=8 and <16	Current Step + 1
	>=8.5 and <9.5	<9	9	28.02	>=9 and <16	Current Step + 1
	>=9.5 and <10.5	<10	10	28.72	>=10 and <16	Current Step + 1
	>=10.5 and <11.5	<11	11	29.44	>=11 and <16	Current Step + 1
	>=11.5 and <12.5	<12	12	30.18	>=12 and <16	Current Step + 1
	>=12.5 and <13.5	<13	13	30.93	>=13 and <16	Current Step + 1
	>=13.5 and <14.5	<14	14	31.70	>=14 and <16	Current Step + 1
	>=14.5 and <15.5	<15	15	32.49	>=15	16
	>=15.5	<=16	16	33.30	<=16	16
p62-Police Sergeant	<=1	1	1	33.83	>1 and <12	Current Step + 1
	>=1.5 and <2.5	<2	2	34.68	>=2 and <12	Current Step + 1
	>=2.5 and <3.5	<3	3	35.55	>=3 and <12	Current Step + 1
	>=3.5 and <4.5	<4	4	36.44	>=4 and <12	Current Step + 1
	>=4.5 and <5.5	<5	5	37.35	>=5 and <12	Current Step + 1
	>=5.5 and <6.5	<6	6	38.28	>=6 and <12	Current Step + 1
	>=6.5 and <7.5	<7	7	39.24	>=7 and <12	Current Step + 1
	>=7.5 and <8.5	<8	8	40.22	>=8 and <12	Current Step + 1
	>=8.5 and <9.5	<9	9	41.23	>=9 and <12	Current Step + 1
	>=9.5 and <10.5	<10	10	42.26	>=10 and <12	Current Step + 1
	>=10.5 and <11.5	<11	11	43.32	>=11	12
	>=11.5	<=12	12	44.40	<=12	12

\*The new base rate for members whose current step exceeds the years in their current rank will vary.

# **APPENDIX “B”**

## **Police Staffing Wage Estimates**

**Fiscal Year 2013-2014**

**City of Avondale**  
 Police Wage Estimates for FY 2013-14  
 2.5% Step Wage Scale

Fund Count	Current					Steps assigned based on agreement					Increase/ (Decrease)	
	Wages	Benefits	Avg O/T Hours	Overtime Wages	Total	Wages	Benefits	Overtime Wages	Total	Total		
<b>101</b>												
Officers	3,521,430	950,330	142	360,367	4,927,818	3,612,700	996,510	365,719	99,196	5,074,125	146,308	
Sergeant	1,273,040	343,690	22	19,996	1,642,036	1,364,900	376,910	21,289	5,774	1,768,873	126,837	
Sub-Total	4,794,470	1,294,020		380,363	6,569,854	4,977,600	1,373,420	387,008	104,971	6,842,999	273,145	
<b>235</b>												
Officers	1,246,630	336,420	142	126,646	1,743,325	1,279,900	353,040	129,150	35,030	1,797,121	53,796	
Sergeant	79,580	21,470	22	1,203	102,572	87,840	24,210	1,327	360	113,737	11,165	
Sub-Total	1,326,210	357,890		127,848	1,845,896	1,367,740	377,250	130,478	35,390	1,910,858	64,962	
Grand Total	6,120,680	1,651,910		508,211	8,415,750	6,345,340	1,750,670	517,486	140,361	8,753,857	338,107	
											4.0%	
											3.31%	

Overall Increase  
 Average Increase

City of Avondale

Police Group - 2.5% Step Wage Scale

Steps assigned based on agreement

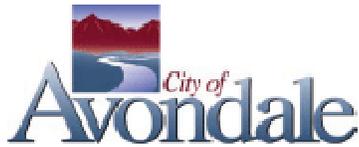
7/1/2013

Grade	POSITION-TITLE	Emp ID	Original Hire Date	Appointment Date	Estimated 6/30/2013 Base	Estimated 6/30/2013 Assign	Estimated 6/30/2013 Step	Years in Rank	7/1/2013 Step	New Rate	Inc \$	Incr %	End of Probation	New Step	Addl FY Cost	Annual	Benefits	Total Compensation
p62	Police Sergeant	102	17-Jun-94	10-Jan-00	42.26	5.0%	10	14	12	44.40	2.14	5.1%				96,970	26,730	123,700
p62	Police Sergeant	447	30-Aug-99	27-Sep-04	37.35	0.0%	5	9	9	41.23	3.88	10.4%				85,760	23,640	109,400
p62	Police Sergeant	448	03-Sep-99	18-Oct-04	37.35	0.0%	5	9	9	41.23	3.88	10.4%				85,760	23,640	109,400
p62	Police Sergeant	568	29-Jan-01	16-Mar-05	37.35	5.0%	5	8	8	40.22	2.87	7.7%				87,840	24,210	112,050
p62	Police Sergeant	206	03-Feb-97	29-Apr-05	37.35	0.0%	5	8	8	40.22	2.87	7.7%				83,660	23,060	106,720
p62	Police Sergeant	359	01-Mar-99	28-Nov-05	36.44	5.0%	4	8	8	40.22	3.78	10.4%				87,840	24,210	112,050
p62	Police Sergeant	755	27-Jan-03	23-Feb-06	36.44	0.0%	4	7	7	39.24	2.80	7.7%				81,620	22,500	104,120
p62	Police Sergeant	1059	30-Jan-06	23-Oct-06	33.83	0.0%	1	7	7	39.24	5.41	16.0%				81,620	22,500	104,120
p62	Police Sergeant	959	17-Jun-05	29-May-07	33.83	0.0%	1	6	6	38.28	4.45	13.2%				79,620	21,940	101,560
p62	Police Sergeant	588	11-Jun-01	08-Sep-08	33.83	5.0%	1	5	5	37.35	3.52	10.4%				81,570	22,490	104,060
p62	Police Sergeant	816	08-Mar-04	09-Sep-08	33.83	5.0%	1	5	5	37.35	3.52	10.4%				81,570	22,490	104,060
p62	Police Sergeant	692	22-Jul-02	26-May-09	33.83	0.0%	1	4	4	36.44	2.61	7.7%				75,800	20,900	96,700
p62	Police Sergeant	615	24-Sep-01	08-Nov-10	33.83	0.0%	1	3	3	35.55	1.72	5.1%				73,940	20,370	94,310
p62	Police Sergeant	470	27-Dec-99	06-Feb-12	36.44	5.0%	4	1	5	37.35	0.91	2.5%				81,570	22,490	104,060
p62	Police Sergeant	944	11-Apr-05	06-Feb-12	33.83	0.0%	1	1	2	34.68	0.85	2.5%				72,130	19,880	92,010
p62	Police Sergeant	1038	09-Nov-05	09-Apr-12	33.83	0.0%	1	1	2	34.68	0.85	2.5%				72,130	19,880	92,010
p62	Police Sergeant	1079	17-Apr-06	01-Aug-12	33.83	0.0%	1	1	1	33.83	-	0.0%	8/1/2013	2	2050	71,990	20,270	92,260
p62	Police Sergeant	817	08-Mar-04	10-Dec-12	33.83	0.0%	1	1	1	33.83	-	0.0%	12/10/2013	2	1240	71,350	19,920	91,270
p53	Police Officer	87	20-Sep-93	20-Sep-93	33.30	5.0%	16	20	16	33.30	-	0.0%				72,730	20,040	92,770
p53	Police Officer	141	01-Aug-95	01-Aug-95	33.30	0.0%	16	18	16	33.30	-	0.0%				69,260	19,080	88,340
p53	Police Officer	457	25-Oct-99	25-Oct-99	30.18	0.0%	12	14	14	31.70	1.52	5.0%				65,940	18,190	84,130
p53	Police Officer	498	10-Apr-00	10-Apr-00	30.93	0.0%	13	13	14	31.70	0.77	2.5%				65,940	18,190	84,130
p53	Police Officer	507	08-May-00	08-May-00	30.18	5.0%	12	13	13	30.93	0.75	2.5%				67,550	18,610	86,160
p53	Police Officer	510	11-May-00	11-May-00	30.18	5.0%	12	13	13	30.93	0.75	2.5%				67,550	18,610	86,160
p53	Police Officer	571	12-Feb-01	12-Feb-01	33.30	0.0%	16	12	16	33.30	-	0.0%				69,260	19,080	88,340
p53	Police Officer	629	19-Nov-01	19-Nov-01	28.02	5.0%	9	12	12	30.18	2.16	7.7%				65,910	18,180	84,090
p53	Police Officer	633	17-Dec-01	17-Dec-01	29.44	0.0%	11	12	12	30.18	0.74	2.5%				65,910	18,180	84,090
p53	Police Officer	694	01-May-13	01-May-13	23.00	0.0%	1	0	1	23.00	-	0.0%				47,840	13,180	61,020
p53	Police Officer	738	02-Dec-02	02-Dec-02	28.72	0.0%	10	11	11	29.44	0.72	2.5%				61,240	16,890	78,130
p53	Police Officer	749	06-Jan-03	06-Jan-03	28.02	5.0%	9	11	11	29.44	1.42	5.1%				64,300	17,730	82,030
p53	Police Officer	759	20-Feb-03	20-Feb-03	28.02	0.0%	9	10	10	28.72	0.70	2.5%				59,740	16,470	76,210
p53	Police Officer	818	08-Mar-04	08-Mar-04	28.02	0.0%	9	9	10	28.72	0.70	2.5%				59,740	16,470	76,210
p53	Police Officer	823	29-Mar-04	29-Mar-04	28.02	5.0%	7	9	10	28.72	0.70	2.5%				62,720	17,290	80,010
p53	Police Officer	868	08-Jul-04	08-Jul-04	26.67	0.0%	7	9	9	28.02	1.35	5.1%				58,280	16,070	74,350
p53	Police Officer	928	10-Feb-05	10-Feb-05	26.67	5.0%	7	8	8	27.34	0.67	2.5%				59,710	16,460	76,170
p53	Police Officer	945	16-May-05	16-May-05	30.93	0.0%	13	8	14	31.70	0.77	2.5%				65,940	18,190	84,130
p53	Police Officer	750	06-Jan-03	06-Jan-03	28.02	0.0%	9	11	11	29.44	1.42	5.1%				61,240	16,890	78,130
p53	Police Officer	987	11-Jul-05	11-Jul-05	26.67	5.0%	7	8	8	27.34	0.67	2.5%				59,710	16,460	76,170
p53	Police Officer	1000	01-May-13	01-May-13	23.00	0.0%	1	0	1	23.00	-	0.0%				47,840	13,180	61,020
p53	Police Officer	1070	22-Feb-06	22-Feb-06	26.02	0.0%	6	7	7	26.67	0.65	2.5%				55,470	15,280	70,750
p53	Police Officer	683	08-Jul-02	17-Apr-06	26.02	0.0%	6	7	7	26.67	0.65	2.5%				55,470	15,280	70,750
p53	Police Officer	1088	22-May-06	22-May-06	32.49	5.0%	15	7	16	33.30	0.81	2.5%				72,730	20,040	92,770
p53	Police Officer	1110	21-Jun-06	21-Jun-06	26.02	0.0%	6	7	7	26.67	0.65	2.5%				55,470	15,280	70,750
p53	Police Officer	1111	21-Jun-06	21-Jun-06	26.02	5.0%	6	7	7	26.67	0.65	2.5%				58,250	16,050	74,300
p53	Police Officer	1128	23-Aug-06	23-Aug-06	26.02	5.0%	6	7	7	26.67	0.65	2.5%				58,250	16,050	74,300
p53	Police Officer	1141	05-Sep-06	05-Sep-06	26.02	0.0%	6	7	7	26.67	0.65	2.5%				55,470	15,280	70,750
p53	Police Officer	1142	11-Sep-06	11-Sep-06	29.44	5.0%	11	7	12	30.18	0.74	2.5%				65,910	18,180	84,090

Grade	POSITION-TITLE	Emp ID	Original Hire Date	Appointment Date	Estimated 6/30/2013 Base	Assign	Estimated 6/30/2013 Step	Years in Rank	7/1/2013 Step	New Rate	Inc \$	Incr %	End of Probation	New Step	Addl FY Cost	Annual	Benefits	Total Compensation
p53	Police Officer	1193	08-Jan-07	08-Jan-07	25.39	0.0%	5	7	7	26.67	1.28	5.0%				55,470	15,280	70,750
p53	Police Officer	1195	28-Feb-07	28-Feb-07	24.77	0.0%	4	6	6	26.02	1.25	5.0%				54,120	14,920	69,040
p53	Police Officer	1209	28-Feb-07	28-Feb-07	24.77	0.0%	4	6	6	26.02	1.25	5.0%				54,120	14,920	69,040
p53	Police Officer	1213	28-Feb-07	28-Feb-07	24.77	5.0%	4	6	6	26.02	1.25	5.0%				56,830	15,660	72,490
p53	Police Officer	1215	12-Mar-07	12-Mar-07	26.02	0.0%	6	6	7	26.67	0.65	2.5%				55,470	15,280	70,750
p53	Police Officer	1241	16-May-07	16-May-07	24.77	0.0%	4	6	6	26.02	1.25	5.0%				54,120	14,920	69,040
p53	Police Officer	1214	28-Feb-07	25-Jul-07	24.77	5.0%	4	6	6	26.02	1.25	5.0%				56,830	15,660	72,490
p53	Police Officer	1290	25-Jul-07	25-Jul-07	24.77	0.0%	4	6	6	26.02	1.25	5.0%				54,120	14,920	69,040
p53	Police Officer	1293	25-Jul-07	25-Jul-07	24.77	0.0%	4	6	6	26.02	1.25	5.0%				54,120	14,920	69,040
p53	Police Officer	1325	10-Sep-07	10-Sep-07	24.77	0.0%	4	6	6	26.02	1.25	5.0%				54,120	14,920	69,040
p53	Police Officer	1341	31-Oct-07	31-Oct-07	24.77	0.0%	4	6	6	26.02	1.25	5.0%				54,120	14,920	69,040
p53	Police Officer	1346	20-Nov-07	20-Nov-07	24.77	0.0%	4	6	6	26.02	1.25	5.0%				54,120	14,920	69,040
p53	Police Officer	1349	20-Nov-07	20-Nov-07	24.77	5.0%	4	6	6	26.02	1.25	5.0%				56,830	15,660	72,490
p53	Police Officer	1352	17-Dec-07	17-Dec-07	26.02	0.0%	6	6	7	26.67	0.65	2.5%				55,470	15,280	70,750
p53	Police Officer	1363	02-Jan-08	02-Jan-08	24.77	0.0%	4	6	6	26.02	1.25	5.0%				54,120	14,920	69,040
p53	Police Officer	1364	02-Jan-08	02-Jan-08	24.77	5.0%	4	6	6	26.02	1.25	5.0%				56,830	15,660	72,490
p53	Police Officer	1384	21-Apr-08	21-Apr-08	24.77	0.0%	4	5	5	25.39	0.62	2.5%				52,810	14,560	67,370
p53	Police Officer	1397	19-May-08	19-May-08	24.77	0.0%	4	5	5	25.39	0.62	2.5%				52,810	14,560	67,370
p53	Police Officer	1410	16-Jun-08	16-Jun-08	24.77	0.0%	4	5	5	25.39	0.62	2.5%				52,810	14,560	67,370
p53	Police Officer	1473	16-Mar-09	09-Sep-08	28.02	0.0%	9	5	10	28.72	0.70	2.5%				59,740	16,470	76,210
p53	Police Officer	1440	15-Sep-08	15-Sep-08	28.02	0.0%	9	5	10	28.72	0.70	2.5%				59,740	16,470	76,210
p53	Police Officer	1446	29-Sep-08	29-Sep-08	24.77	0.0%	4	5	5	25.39	0.62	2.5%				52,810	14,560	67,370
p53	Police Officer	1467	23-Feb-09	23-Feb-09	24.17	5.0%	3	4	4	24.77	0.60	2.5%				54,100	14,910	69,010
p53	Police Officer	1472	16-Mar-09	16-Mar-09	32.49	5.0%	15	4	16	33.30	0.81	2.5%				72,730	20,040	92,770
p53	Police Officer	1495	15-Sep-09	14-Sep-09	24.17	0.0%	3	4	4	24.77	0.60	2.5%				51,520	14,200	65,720
p53	Police Officer	1497	26-Oct-09	28-Sep-09	33.30	0.0%	16	4	16	33.30	-	0.0%				69,260	19,080	88,340
p53	Police Officer	1517	09-Nov-09	09-Nov-09	24.17	0.0%	3	4	4	24.77	0.60	2.5%				51,520	14,200	65,720
p53	Police Officer	1519	09-Nov-09	09-Nov-09	24.17	5.0%	3	4	4	24.77	0.60	2.5%				54,100	14,910	69,010
p53	Police Officer	1538	22-Mar-10	22-Mar-10	23.58	0.0%	2	3	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1539	22-Mar-10	22-Mar-10	23.58	0.0%	2	3	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1546	24-May-10	24-May-10	24.77	0.0%	4	3	5	25.39	0.62	2.5%				52,810	14,560	67,370
p53	Police Officer	1579	07-Feb-11	07-Feb-11	23.58	0.0%	2	2	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1580	07-Feb-11	07-Feb-11	23.58	0.0%	2	2	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1596	02-May-11	02-May-11	23.58	0.0%	2	2	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1597	02-May-11	02-May-11	23.58	0.0%	2	2	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1629	01-Aug-11	01-Aug-11	23.58	0.0%	2	2	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1630	01-Aug-11	01-Aug-11	23.58	0.0%	2	2	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1631	01-Aug-11	01-Aug-11	23.58	0.0%	2	2	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1657	16-Nov-11	16-Nov-11	23.58	0.0%	2	2	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1659	12-Nov-12	16-Nov-11	23.58	0.0%	2	2	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1667	06-Feb-12	06-Feb-12	23.58	0.0%	2	1	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1668	06-Feb-12	06-Feb-12	23.58	0.0%	2	1	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1675	19-Mar-12	19-Mar-12	23.58	0.0%	2	1	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1676	19-Mar-12	19-Mar-12	23.58	0.0%	2	1	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1677	19-Mar-12	19-Mar-12	23.58	0.0%	2	1	3	24.17	0.59	2.5%				50,270	13,860	64,130
p53	Police Officer	1445	29-Sep-08	14-May-12	24.17	0.0%	3	1	4	24.77	0.60	2.5%				51,520	14,200	65,720
p53	Police Officer	1714	30-Jul-12	30-Jul-12	23.00	0.0%	1	1	1	23.00	-	0.0%	12/14/2013	2	840	48,500	13,550	62,050
p53	Police Officer	1718	13-Aug-12	13-Aug-12	24.77	0.0%	4	1	4	24.77	-	0.0%	8/13/2013	5	1440	52,660	14,810	67,470
p53	Police Officer	1665	10-Jan-12	12-Nov-12	23.00	0.0%	1	1	1	23.00	-	0.0%	4/15/2014	2	320	48,090	13,330	61,420
p53	Police Officer	1733	12-Nov-12	12-Nov-12	23.00	0.0%	1	1	1	23.00	-	0.0%	4/5/2014	2	370	48,130	13,340	61,470
p53	Police Officer	1734	12-Nov-12	12-Nov-12	23.00	0.0%	1	1	1	23.00	-	0.0%	4/5/2014	2	370	48,130	13,340	61,470

Grade	POSITION-TITLE	Emp ID	Original Hire Date	Appointment Date	Estimated 6/30/2013 Base	Estimated 6/30/2013 Assign	Estimated 6/30/2013 Step	Years in Rank	7/1/2013 Step	New Rate	Inc-\$	Incr %	End of Probation	New Step	Addl FY Cost	Annual	Benefits	Total Compensation	
p53	Police Officer	9990	07-Jan-13	07-Jan-13	23.00	0.0%	1	1	1	23.00	-	0.0%	1/7/2014	2	730	48,420	13,490	61,910	
p53	Police Officer	9994	07-Jan-13	07-Jan-13	23.00	0.0%	1	1	1	23.00	-	0.0%	1/7/2014	2	730	48,420	13,490	61,910	
p53	Police Officer	9991	01-May-13	01-May-13	23.00	0.0%	1	0	1	23.00	-	0.0%				47,840	13,180	61,020	
p53	Police Officer	9992	01-May-13	01-May-13	23.00	0.0%	1	0	1	23.00	-	0.0%				47,840	13,180	61,020	
p53	Police Officer	9993	01-May-13	01-May-13	23.00	0.0%	1	0	1	23.00	-	0.0%				47,840	13,180	61,020	
p53	Police Officer	9995	01-May-13	01-May-13	23.00	0.0%	1	0	1	23.00	-	0.0%				47,840	13,180	61,020	
p53	Police Officer	9996	01-May-13	01-May-13	23.00	0.0%	1	0	1	23.00	-	0.0%				47,840	13,180	61,020	
p53	Police Officer	9997	01-May-13	01-May-13	23.00	0.0%	1	0	1	23.00	-	0.0%				47,840	13,180	61,020	
p53	Police Officer	9998	01-May-13	01-May-13	23.00	0.0%	1	0	1	23.00	-	0.0%				47,840	13,180	61,020	
											\$	0.97							
																8,090	6,345,340	1,750,670	8,096,010
											Average Increase		3.3%						
											Average Increase		44.3%						

= Step does not equal years in rank.



# CITY COUNCIL REPORT

**SUBJECT:**

Addendum No. 1 to the Memorandum of Understanding - Avondale Professional Firefighters Association, Local 3924

**MEETING DATE:**

February 19, 2013

**TO:** Mayor and Council

**FROM:** David Fitzhugh, Assistant City Manager (623) 333-1014

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff requests that the Mayor and City Council approve Addendum No. 1 to the Memorandum of Understanding (MOU) between the City of Avondale and the Avondale Professional Firefighters Association, International Association of Firefighters Local 3924 (APFA), developed pursuant to Avondale Ordinance 1323-808 and authorize the City Manager and City Clerk to execute the documents related to this agreement.

**BACKGROUND:**

The City of Avondale and the Avondale Professional Firefighters Association (APFA) entered into their inaugural Memorandum of Understanding (MOU) on May 16, 2011. The MOU's purpose was to identify and memorialize current wages, clarify pay practices and capture certain Fire Department specific policies and practices. A new MOU was negotiated and approved by the City Council for Fiscal Years 2012-2014 on February 21, 2012. The new contract established base wage rates and other items of interest to APFA and the City for the Year 2012-2013. One item of particular interest to the APFA was the establishment of a wage step plan that would place members in that step reflecting their years of service in their rank. Although we could not reach agreement on a step plan last year, we did agree to implement a 3% increase for all members and included a provision in the MOU to re-open the contract to meet and confer on wage rate issues only for Fiscal Year 2013-2014. It was everyone's understanding that the wage step plan would be revisited in November 2012.

APFA representatives submitted their meet and confer request for wage rates only in compliance with the MOU and Ordinance 1323-808 in preparation for contract negotiations for 2013-2014. Members of the management team and the APFA met and conferred beginning on November 13, 2012 and successfully concluded their negotiations on January 25, 2013.

**DISCUSSION:**

During the meet and confer process, administration and APFA representatives worked collaboratively to understand the issues, see the other's perspective and find agreement. Representatives of the APFA submitted their request for a base wage rate step plan with placement of members in the step plan based on years in rank in a timely manner as required by the Ordinance and the MOU. The City Manager accepted their request to meet and confer and the management team met with APFA representatives beginning on November 13, 2012. Utilizing the Interest Based Bargaining method, each side presented their interests to better understand the issues and to facilitate a mutually agreeable resolution. This process resulted in the establishment of a ten (10) step base wage rate plan for each of the represented classifications (firefighter, engineer and captain) with each step representing a 4% increase. Members were placed in the plan in accordance with Appendix A - Fire Wage Implementation Guide and Appendix B - Fire Staffing Wage Rate

Estimate. The placement of the represented members is dependent on their current base wage rate and years in their classification (rank).

The Addendum also includes processes to administer the treatment of original hire (new) and promotional probationary employees. Original hire probationary employees will be initially placed in step 1 of the classification. Upon successful completion of their probation, they will be placed in step 2 effective the first pay period following completion of their probation. Promotional probationary employees will be placed in the nearest step in the new classification without loss of base wage rate and upon successful completion of their probation, placed in the next step in the base wage rate plan.

The meet and confer negotiations were concluded on January 25, 2013 and a final draft of Addendum No. 1 to the MOU was reviewed by the city's labor attorney and distributed to all parties on January 30. The Association called a special meeting to discuss this MOU with their membership and ratified the contract the week of February 4, 2013.

#### **BUDGETARY IMPACT:**

The Finance and Budget Department estimated the financial impact of this agreement to be approximately \$220,469. The City Manager will include these costs in his proposed 2013-2014 budget submittal to council in the near future.

The proposed budget will also include a mandated increase in City contributions to the Public Safety Retirement System estimated to be \$34,450 for Fire Department represented employees. This increase was not included in the negotiations but is an additional expense to be addressed in the proposed 2013-14 budget.

#### **RECOMMENDATION:**

Staff recommends that the Mayor and City Council approve Addendum No. 1 to the Memorandum of Understanding (MOU) between the City of Avondale and the Avondale Professional Firefighters Association, International Association of Firefighters Local 3924, developed pursuant to Avondale Ordinance 1323-808 and authorize the City Manager and City Clerk to execute the documents related to this agreement.

#### **ATTACHMENTS:**

Click to download

[Addendum No. 1 the AvPA Memorandum of Understanding](#)

**Addendum No. 1**

**Memorandum of Understanding**

**July 2012-June 2014**

**City of Avondale and the Avondale Professional Firefighters Association,  
International Association of Firefighters, Local 3924**

**Effective Date: July 1, 2013**

**RECITAL:**

**WHEREAS:** Pursuant to the 2012-2014 Memorandum of Understanding, the City of Avondale and the Avondale Professional Firefighters Association, International Association of Firefighters, Local 3924 reopened negotiations to confer on a potential step plan and/or base rate of pay increase only; and

**WHEREAS:** The City of Avondale considered the amended petition and requests submitted by the Avondale Professional Firefighters Association; and

**WHEREAS:** The parties met and conferred in good faith, both expressing their needs and concerns, and acknowledging that compensation, by its very nature, will never perfectly and accurately reflect each individual's contribution; and

**WHEREAS:** The parties both desired to engage in a process that would best compensate the class members in a systematic manner that is also fair and equitable to other City employees; and

**NOW THEREFORE,** Pursuant to the 2012-2014 Memorandum of Understanding and the governing Ordinance, the parties have reached consensus on the following Addendum to Section 4.1.

1. Section 4.1 Base Rate of Pay in the 2012-2014 Memorandum of Understanding between the City of Avondale and Avondale APFA is hereby deleted in its entirety and replaced with the following:

Section 4.1 Base Rate of Pay

- A. The positions represented by this Memorandum of Understanding are Firefighter, Fire Engineer and Fire Captain. For the fiscal year July 1, 2013 to June 30, 2014, unit members will be placed in the step plan as shown in Appendix A, Fire Wage Scale Implementation Guide. The table below lists the hourly base rate of pay, excluding any specialty pay and stipends, for each step and for each of the positions covered by this agreement. Each step represents a 4% increase in the hourly base wage rate.

<b>Increment</b>	<b>Fire Fighter</b>	<b>Fire Engineer</b>	<b>Captain</b>
Step 1 – Minimum	\$14.90	\$18.32	\$21.64
Step 2	\$15.50	\$19.05	\$22.51
Step 3	\$16.12	\$19.81	\$23.41
Step 4	\$16.76	\$20.60	\$24.35
Step 5	\$17.43	\$21.42	\$25.32
Step 6	\$18.13	\$22.28	\$26.33
Step 7	\$18.86	\$23.17	\$27.38
Step 8	\$19.61	\$24.10	\$28.48
Step 9	\$20.39	\$25.06	\$29.62
Step 10	\$21.21	\$26.06	\$30.80

- B. The attached Appendix B represents management’s estimated placement of the represented members in the plan and total estimated cost of implementation based on the represented members base wage rate and years of service on record at the time Appendix B was prepared and projected through the term of the MOU. This Amendment No. 1 represents the total adjustments to the AFPA members base wage rate for the remaining term of the MOU. No further adjustments to base wage rates such as, but not limited to, cost of living increases will be considered for the term of this MOU.
- C. Base Rate of Pay Initial Conversion from Open Ranges to the Step System, Completing Probation, Promotional Placement and Progression through the Steps
  - a. Due to the cost of implementing a step plan, the City and APFA agreed to place non-probationary represented employees in the step plan in accordance with the attached Appendix A methodology.

- b. Unrepresented probationary hires that are on initial original probation as of July 1, 2013, will not adhere to the Appendix A methodology. These employees will be assigned to step one of their classification. Upon successful completion of original probationary period the employee will receive a one-step increase on the first pay period following the completion of probation.
  - c. Represented promotional probationary employees will be placed at the nearest step without loss for the remainder of their probationary period. Such employees will be placed at the next higher step effective the first day of the pay period following successful completion of the probationary period.
  - d. When represented members are promoted they will be placed in the nearest step without loss. Upon successful completion of probation, said employee will receive a one-step increase in accordance with the values of the step system table. This promotional pay increase policy supersedes Chapter 5 Section A 11 of the City of Avondale Personnel Policies.
  - e. Progression through the wage scale shall occur in accordance with the following: If performance based merit increases are funded and authorized by Council in the fiscal year, a represented member shall receive a merit step increase effective the first pay period of the new fiscal year, provided the represented member meets standards. Thereafter, a performance evaluation shall be completed prior to the end of the fiscal year in accordance with the City of Avondale's performance achievement system. All merit increases are subject to council funding merit increases in the budget.
- D. While the Avondale Professional Firefighters Association (APFA) seeks to have the pay of represented members reflect their years of service, there are other City policies and practices that impact a unit members pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every represented member will, at all times, be in a step that reflects the unit member's years of service.
- E. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of represented members with in the base wage rate plan.

IN WITNESS WHEREOF, the parties have set their hand this \_\_\_\_ day of \_\_\_\_\_ 2013.

CITY OF AVONDALE

AVONDALE PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3924

By:

By:

\_\_\_\_\_  
Charlie McClendon, City Manager

\_\_\_\_\_  
Nate Franco, President

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

# **APPENDIX “A”**

## **Fire Wage Scale Implementation Guide**

**Fiscal Year 2013-2014**

**Fire Wage Scale Implementation Guide**  
FY 2013-14

The agreed upon scale provides for three (3) grades with ten (10) within grade steps which increment by 4% each. The scale defines base pay only. Any specialty pay for eligible members is added to the base to determine the total hourly rate.

Placement on the wage scale during initial implementation will be based on the following matrix as of 7/1/2013\*:

Table 1.

If Grade & Position =	And Current Base	And			Or		
		Years in Rank	Step	New Base	Years In Rank	Step	New Base
f51-Firefighter	>= 14.64 and <=14.90	<1.5	1	14.90	>=1.5	2	15.50
	>14.90 and <=15.50	<2.5	2	15.50	>=2.5	3	16.12
	>15.50 and <=16.12	<3.5	3	16.12	>=3.5	4	16.76
	>16.12 and <=16.76	<4.5	4	16.76	>=4.5	5	17.43
	>16.76 and <=17.43	<5.5	5	17.43	>=5.5	6	18.13
	>17.43 and <=18.13	<6.5	6	18.13	>=6.5	7	18.86
	>18.13 and <=18.86	<7.5	7	18.86	>=7.5	8	19.61
	>18.86 and <=19.61	<8.5	8	19.61	>=8.5	9	20.39
	>19.61 and <=20.39	<9.5	9	20.39	>=9.5	10	21.21
	>20.39 and <=21.21	Any	10	21.21			
f55-Fire Engineer	>= 18.00 and <=18.32	<1.5	1	18.32	>=1.5	2	19.05
	>18.32 and <=19.05	<2.5	2	19.05	>=2.5	3	19.81
	>19.05 and <=19.81	<3.5	3	19.81	>=3.5	4	20.60
	>19.81 and <=20.6	<4.5	4	20.60	>=4.5	5	21.42
	>20.6 and <=21.42	<5.5	5	21.42	>=5.5	6	22.28
	>21.42 and <=22.28	<6.5	6	22.28	>=6.5	7	23.17
	>22.28 and <=23.17	<7.5	7	23.17	>=7.5	8	24.10
	>23.17 and <=24.1	<8.5	8	24.10	>=8.5	9	25.06
	>24.1 and <=25.06	<9.5	9	25.06	>=9.5	10	26.06
	>25.06 and <=26.06	Any	10	26.06			
f62-Fire Captain	>= 21.26 and <=21.64	<1.5	1	21.64	>=1.5	2	22.51
	>21.64 and <=22.51	<2.5	2	22.51	>=2.5	3	23.41
	>22.51 and <=23.41	<3.5	3	23.41	>=3.5	4	24.35
	>23.41 and <=24.35	<4.5	4	24.35	>=4.5	5	25.32
	>24.35 and <=25.32	<5.5	5	25.32	>=5.5	6	26.33
	>25.32 and <=26.33	<6.5	6	26.33	>=6.5	7	27.38
	>26.33 and <=27.38	<7.5	7	27.38	>=7.5	8	28.48
	>27.38 and <=28.48	<8.5	8	28.48	>=8.5	9	29.62
	>28.48 and <=29.62	<9.5	9	29.62	>=9.5	10	30.80
	>29.62 and <=30.8	Any	10	30.80			

\*Match current base pay by position to the proper range, then select the new base rate from the new base column following the applicable years in rank.

# **APPENDIX “B”**

## **Fire Staffing Wage Estimates**

**Fiscal Year 2013-2014**

**City of Avondale**

Fire Staffing Wage Estimates

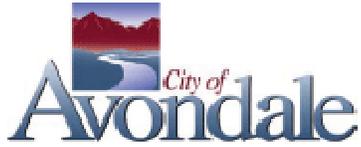
Grade w/4% Incremental 10 Step

Max Step	Fund Count	Corresponding Step based on years of service up to maximum 1.steps													
		Current					Overtime					Additional Cost			
		Wages w/FLSA OT	Benefits	Subtotal	Ave O/T Hours	Overtime Wages	Benefits	Total	Wages w/FLSA OT	Benefits	Subtotal	Overtime Wages	Benefits	Total	Additional Cost
<b>101</b>															
Captains	11	895,640	166,900	1,062,540	290	142,053	26,476	1,231,069	930,870	175,550	1,106,420	149,337	28,162	1,283,920	52,851
Engineers	8	559,160	104,220	663,380	194	54,311	10,122	727,813	586,980	110,680	697,660	57,012	10,751	765,423	37,610
Firefighters	13	716,810	133,600	850,410	249	89,413	16,665	956,488	758,040	143,180	901,220	94,075	17,741	1,013,036	56,548
Sub-Total		2,171,610	404,720	2,576,330		285,777	53,263	2,915,371	2,275,890	429,410	2,705,300	300,425	56,654	3,062,379	147,008
<b>235</b>															
Captains	3	237,740	44,310	282,050	290	34,600	6,449	323,099	253,320	48,080	301,400	36,236	6,833	344,470	21,371
Engineers	4	279,260	52,050	331,310	194	27,125	5,056	363,490	295,300	55,680	350,980	28,682	5,409	385,070	21,580
Firefighters	8	424,930	79,190	504,120	249	53,005	9,879	567,004	446,950	84,460	531,410	55,616	10,488	597,514	30,510
Sub-Total		941,930	175,550	1,117,480		114,730	21,383	1,253,593	995,570	188,220	1,183,790	120,534	22,730	1,327,054	73,460
Grand Total		3,113,540	580,270	3,693,810		400,507	74,647	4,168,964	3,271,460	617,630	3,889,090	420,958	79,384	4,389,433	220,469

Pt. 1  
Pt. 2

Overall Inc. 5.29%  
Avg. Inc. Per Member 5.7%

Grade	POSITION-TITLE	EmpID	Original Hire Date	Appointment Date	Years in Rank	6/30/2013 Base	EMT	TRT	Assign	Total Hly	Step	7/1/2013 Base	New Total Hly	Inc. \$	Inc. %	End of Probation	New Step	Add'l FY Cost	Annual	Benefits	Total Compensation	
f62	Fire Captain	45	11/17/1988	11/17/1988	25.3	28.73	\$ 2.20	-	-	30.93		\$ 30.80	33.00	\$ 2.07	7.2%				98,670	18,610	117,280	
f62	Fire Captain	75	5/26/1992	5/10/1999	14.5	27.75	\$ 2.20	-	-	29.95		\$ 29.62	31.82	\$ 1.87	6.7%				97,900	18,470	116,370	
f62	Fire Captain	66	12/17/1990	8/5/2002	11.2	26.42	\$ -	-	-	26.42		\$ 28.48	28.48	\$ 2.06	7.8%				85,160	16,050	101,210	
f62	Fire Captain	504	5/2/2000	6/7/2004	9.3	25.29	\$ 2.20	1.00	12%	43.92		\$ 26.33	45.59	\$ 1.67	6.6%				88,290	16,650	104,940	
f62	Fire Captain	319	9/8/1998	6/7/2004	9.3	26.23	\$ 2.20	-	12%	44.44		\$ 27.38	46.28	\$ 1.84	7.0%				88,440	16,680	105,120	
f62	Fire Captain	376	5/14/1999	3/4/2005	8.5	24.44	\$ 2.20	1.00	-	27.64		\$ 26.33	29.53	\$ 1.89	7.7%				88,290	16,650	104,940	
f62	Fire Captain	317	9/8/1998	7/3/2006	7.2	25.91	\$ 2.20	-	-	28.11		\$ 27.38	29.58	\$ 1.47	5.7%				91,200	17,190	108,390	
f62	Fire Captain	88	10/14/1993	7/3/2006	7.2	24.76	\$ 2.20	1.00	-	27.96		\$ 26.33	29.53	\$ 1.57	6.3%				88,290	16,650	104,940	
f62	Fire Captain	673	6/17/2002	8/4/2006	7.1	22.76	\$ -	1.00	1.00	23.76		\$ 24.35	25.35	\$ 1.59	7.0%				75,800	14,300	90,100	
f62	Fire Captain	974	6/27/2005	1/24/2011	2.5	21.90	\$ -	1.00	-	22.90		\$ 23.41	24.41	\$ 1.51	6.9%				72,990	13,770	86,760	
f62	Fire Captain	608	9/5/2001	4/18/2011	2.3	21.90	\$ 2.20	1.00	-	25.10		\$ 23.41	26.61	\$ 1.51	6.9%				79,560	15,000	94,560	
f62	Fire Captain	859	6/14/2004	11/3/2011	1.7	21.90	\$ 2.20	1.00	-	25.10		\$ 22.51	25.71	\$ 0.61	2.8%				76,870	14,500	91,370	
f62	Fire Captain	381	5/14/1999	1/9/2012	1.5	22.06	\$ 2.20	1.00	-	25.26		\$ 22.51	25.71	\$ 0.45	2.0%				76,870	14,500	91,370	
f62	Fire Captain	630	11/26/2001	11/20/2012	0.6	21.26	\$ 2.20	1.00	-	24.46		\$ 21.64	24.84	\$ 0.38	1.8%	11/20/2013	2	1,890.00	75,860	14,610	90,470	
f55	Fire Engineer	81	2/21/1993	2/21/1993	20.9	25.47	\$ -	1.00	-	26.47		\$ 26.06	27.06	\$ 0.59	2.3%				80,910	15,250	96,160	
f55	Fire Engineer	83	3/6/1993	3/6/1993	20.8	24.60	\$ 2.20	1.00	-	27.80		\$ 25.06	29.26	\$ 1.46	5.9%				87,490	16,500	103,990	
f55	Fire Engineer	166	5/6/1996	5/6/1996	17.6	23.67	\$ 2.20	1.00	-	26.87		\$ 25.06	28.26	\$ 1.39	5.9%				84,500	15,940	100,440	
f55	Fire Engineer	374	5/14/1999	12/9/2002	10.8	21.60	\$ 2.20	-	-	23.80		\$ 23.17	25.37	\$ 1.57	7.3%				75,860	14,310	90,170	
f55	Fire Engineer	262	1/15/1998	9/20/2004	9.0	21.03	\$ 2.20	1.00	-	24.23		\$ 22.28	25.48	\$ 1.25	5.9%				76,190	14,360	90,550	
f55	Fire Engineer	288	5/7/1998	1/17/2005	8.7	20.92	\$ 2.20	1.00	-	24.12		\$ 22.28	25.48	\$ 1.36	6.5%				76,190	14,360	90,550	
f55	Fire Engineer	853	6/14/2004	9/11/2006	7.0	19.28	\$ 2.20	1.00	-	22.48		\$ 20.60	23.80	\$ 1.32	6.8%				71,160	13,420	84,580	
f55	Fire Engineer	861	6/18/2004	3/21/2011	2.3	18.54	\$ 2.20	-	-	20.74		\$ 19.81	22.01	\$ 1.27	6.9%				65,810	12,410	78,220	
f55	Fire Engineer	1279	6/25/2007	4/18/2011	2.3	18.54	\$ 2.20	-	-	20.74		\$ 19.81	22.01	\$ 1.27	6.9%				65,810	12,410	78,220	
f55	Fire Engineer	1002	8/29/2005	5/30/2011	2.1	18.54	\$ 2.20	1.00	-	21.74		\$ 19.81	23.01	\$ 1.27	6.9%				68,800	12,970	81,770	
f55	Fire Engineer	847	6/14/2004	11/3/2011	1.7	18.58	\$ -	1.00	-	19.58		\$ 19.05	20.05	\$ 0.47	2.5%				59,950	11,310	71,260	
f55	Fire Engineer	375	5/14/1999	9/20/2004	8.2	20.84	\$ -	1.00	-	21.84		\$ 22.28	23.28	\$ 1.44	6.9%				69,610	13,120	82,730	
f51	Firefighter	379	5/14/1999	5/14/1999	14.5	20.15	\$ 2.20	1.00	-	23.35		\$ 21.21	24.41	\$ 1.06	5.3%				72,990	13,770	86,760	
f51	Firefighter	609	9/5/2001	9/5/2001	12.1	18.51	\$ 2.20	-	-	20.71		\$ 19.61	21.81	\$ 1.10	5.9%				67,970	12,830	80,800	
f51	Firefighter	611	9/5/2001	9/5/2001	12.1	18.52	\$ 2.20	-	-	20.72		\$ 19.61	21.81	\$ 1.09	5.9%				65,210	12,300	77,510	
f51	Firefighter	852	6/14/2004	6/14/2004	9.3	17.70	\$ 2.20	-	-	19.90		\$ 18.86	21.06	\$ 1.16	6.6%				62,970	11,870	74,840	
f51	Firefighter	849	6/14/2004	6/14/2004	9.3	17.70	\$ -	-	-	17.70		\$ 18.86	18.86	\$ 1.16	6.6%				56,390	10,640	67,030	
f51	Firefighter	855	6/14/2004	6/14/2004	9.3	17.70	\$ 2.20	1.00	-	20.90		\$ 18.86	22.06	\$ 1.16	6.6%				55,960	12,450	78,410	
f51	Firefighter	856	6/14/2004	6/14/2004	9.3	17.40	\$ 2.20	1.00	-	20.60		\$ 18.13	21.33	\$ 0.73	4.2%				63,780	12,020	75,800	
f51	Firefighter	857	6/14/2004	6/14/2004	9.3	17.49	\$ -	1.00	-	18.49		\$ 18.86	19.86	\$ 1.37	7.8%				59,380	11,190	70,570	
f51	Firefighter	848	6/14/2004	6/14/2004	9.3	17.42	\$ 2.20	1.00	-	20.62		\$ 18.13	21.33	\$ 0.71	4.1%				63,780	12,020	75,800	
f51	Firefighter	973	6/27/2005	6/27/2005	8.2	16.77	\$ -	1.00	-	17.77		\$ 18.13	19.13	\$ 1.36	8.1%				57,200	10,790	67,990	
f51	Firefighter	963	6/27/2005	6/27/2005	8.2	16.84	\$ -	1.00	-	17.84		\$ 18.13	19.13	\$ 1.29	7.7%				57,200	10,790	67,990	
f51	Firefighter	1281	6/25/2007	6/25/2007	6.2	15.43	\$ -	-	-	15.43		\$ 16.12	16.12	\$ 0.69	4.5%				48,200	9,090	57,290	
f51	Firefighter	1282	6/25/2007	6/25/2007	6.2	15.43	\$ 2.20	-	-	17.63		\$ 16.12	18.32	\$ 0.69	4.5%				54,780	10,330	65,110	
f51	Firefighter	1283	6/25/2007	6/25/2007	6.2	15.43	\$ 2.20	1.00	-	18.63		\$ 16.12	19.32	\$ 0.69	4.5%				57,770	10,890	68,660	
f51	Firefighter	1493	8/31/2009	8/31/2009	3.9	15.08	\$ -	-	-	15.08		\$ 16.12	16.12	\$ 1.04	6.9%				48,200	9,090	57,290	
f51	Firefighter	860	6/1/2010	6/1/2010	3.2	17.57	\$ 2.20	-	-	19.77		\$ 18.13	20.33	\$ 0.56	3.2%				60,790	11,460	72,250	
f51	Firefighter	1588	4/25/2011	4/25/2011	2.2	15.08	\$ -	-	-	15.08		\$ 16.12	16.12	\$ 1.04	6.9%				48,200	9,090	57,290	
f51	Firefighter	1590	4/25/2011	4/25/2011	2.2	15.08	\$ -	-	-	15.08		\$ 16.12	16.12	\$ 1.04	6.9%				48,200	9,090	57,290	
f51	Firefighter	1587	4/25/2011	4/25/2011	2.2	15.08	\$ 2.20	-	-	17.28		\$ 16.12	18.32	\$ 1.04	6.9%				54,780	10,330	65,110	
f51	Firefighter	1728	11/12/2012	11/12/2012	1.0	14.64	\$ -	-	-	14.64		\$ 14.90	14.90	\$ 0.26	1.8%	11/26/2013	2	1,270	45,620	8,800	54,420	
f51	Firefighter	1727	11/12/2012	11/12/2012	1.0	14.64	\$ -	-	-	14.64		\$ 14.90	14.90	\$ 0.26	1.8%	11/26/2013	2	1,270	45,620	8,800	54,420	
																			4,430	3,271,460	617,630	3,889,090



# CITY COUNCIL REPORT

**SUBJECT:**  
EXECUTIVE SESSION

**MEETING DATE:**  
February 19, 2013

**TO:** Mayor and Council  
**FROM:** Andrew McGuire, City Attorney (602) 257-7664  
**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available